



TENDER NOTICE

DMC 113 – Homelessness Prevention and Private Rented Sector Accommodation Scheme for Shropshire

Applicants are invited to tender for the provision of a Homelessness Prevention and Private Rented Sector Accommodation Scheme service for Shropshire for an initial period of up to 18 months with an option to extend for a further 6 months commencing on 1st October 2014.

The Shropshire Homelessness Prevention and Private Rented Sector Accommodation Scheme aims to provide advice, assistance and enhanced housing options to a diverse range of potentially vulnerable people who may be considered to be at risk of becoming homeless. The aim is to wherever possible support and assist people to remain in their current accommodation through a range of tenancy support and preventive measures. Where there is a real threat of homelessness or the existing accommodation may be unsuitable or unaffordable, and there is also limited access to social sector housing, practical assistance is offered to secure appropriate privately rented accommodation. This assistance takes the form of liaison with private landlords and the provision of rent bonds or rent in advance where required.

The service will be adaptable and flexible and will make the most effective use of partnerships and community & other resources. The service will demonstrate high quality social, environmental and economic impacts and a commitment to close partnership working, high quality and a commitment to improvement.

The contract will be for a period of 18 months with effect from 1st October 2014 with an option to extend for a maximum of a further 6 months.

The funding for this contract is fixed at £121,000 per annum to be allocated as follows:

- Core funding for the provision of staff : c£65,000
- Funding for bonds, deposits and rent in advance : c£40,000
- Specialist Deposits/rent in advance – Complex Needs : £16,000

If you wish to receive tender documents, please write or email as soon as possible to Procurement Manager, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND procurement@shropshire.gov.uk quoting reference DMC113.

The deadline for the return of completed tenders is **12 noon Friday 22nd August 2014.**

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



As per email

Tel: (01743) 255927

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

DMC 113 – Homelessness Prevention and Private Rented Sector Accommodation Scheme for Shropshire

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. Form of Contract which will include specification
3. Tender Response Document
4. TUPE Confidentiality Undertaking
5. 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 for Tendering'. 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 22nd August 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

personal info

Tenders **cannot** be accepted if:

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

Freedom of Information

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

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

Other Details

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

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

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

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 procurement on procurement@shropshire.gov.uk.

[Redacted]

[Redacted]

[Redacted]

procurement@shropshire.gov.uk

Tel: 01743 255927

Enc



INSTRUCTIONS FOR TENDERING

***DMC 113 – Homelessness
Prevention and Private Rented
Sector Accommodation Scheme
for Shropshire***

Shropshire Council Instructions for tendering

Contract Description:

The Shropshire Homelessness Prevention and Private Rented Sector Accommodation Scheme aims to provide advice, assistance and enhanced housing options to a diverse range of potentially vulnerable people who may be considered to be at risk of becoming homeless. The aim is to wherever possible support and assist people to remain in their current accommodation through a range of tenancy support and preventive measures. Where there is a real threat of homelessness or the existing accommodation may be unsuitable or unaffordable, and there is also limited access to social sector housing, practical assistance is offered to secure appropriate privately rented accommodation. This assistance takes the form of liaison with private landlords and the provision of rent bonds or rent in advance where required.

The contract will be for a period of 18 months with effect from 1st October 2014 with an option to extend for a maximum of a further 6 months.

The funding for this contract is fixed at £121,000 per annum to be allocated as follows:

- Core funding for the provision of staff : c£65,000
- Funding for bonds, deposits and rent in advance : c£40,000
- Specialist Deposits/rent in advance – Complex Needs : £16,000

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Transfer of Undertakings	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	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	11
15.0	Acceptance	11
17.0	Payment Terms	12
17.0	Liability of Council	12
18.0	Declaration	13

1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of a Homelessness Prevention and Private Rented Sector Accommodation Scheme in Shropshire as detailed in the Tender Response Document. The contract will be for an initial period of **18 months** commencing on the **1st October 2014** with the option to extend for a further period of up to 6 months.
- 1.2 Tenders are to be submitted in accordance with the Terms and Conditions provided as part of this invitation to tender and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.
- 2.2 Terms and Conditions**
- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions provided and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Friday 22nd August 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 The Transfer of Undertakings (Protection of Employment) regulations 2006

- 5.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 5.2 Details of employees of companies who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

6.0 Tender Evaluation

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

7.0 Clarifications

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

- 7.2 Any queries arising in relation to this invitation to tender should be raised in writing with Procurement Manager, Procurement and Contracts, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: 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 **Friday 15th August 2014**.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

9.0 Confidentiality

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

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

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

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

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

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

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

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

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

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

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

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

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

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may

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

10.0 Freedom of Information

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

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

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

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

10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

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

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 11 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.

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

14.0 Value of Contract

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

15.0 Acceptance

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

15.2 The Tender documentation including, the Conditions of Contract, the Tender Response document, these Instructions for Tendering, 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 required services on the start date of the contract arrangement being 1st October 2014.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods,

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

17.0 Liability of Council

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

18.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated _____

BETWEEN

SHROPSHIRE COUNCIL

and

FOR

The delivery of

The Shropshire Homelessness Prevention and Private Rented Sector
Accommodation Scheme

INDEX

<u>Heading</u>	<u>Paragraph</u>
Definitions	
Contract and Term	1
Payment	2
Compliance	3
Variation	4
Payment Review	5
VAT	6
Agency	7
Accounting	8
Notices	9
Breach	10
Prevention of Bribery	11
Indemnity & Insurance	12
Extension & Termination	13
Disputes	14
Assignment & Subcontracting	15
Force Majeure	16
Waiver	17
Severance	18
Statutory Duties	19
Law	20
Third Party Rights	21
Remedies cumulative	22
Council functions as a local authority	23
Conclusion of Contract	24
Sustainability	25
Freedom of Information	26
TUPE	27
Restriction on Employment	28
Equalities	29
Confidential Information	30
Public Interest Disclosure	31
Entire Agreement	32
Emergency Planning	33
Safeguarding	34
Data Protection	35
Protection of Personal Data	36
Council Data and Personal Information Audit	37
Complaints	38
Contract Status and Transparency	39
Counterparts	40
Contract Schedules:	

Schedule One Standards	
Schedule Two Service Specification	
Appendix A Criteria for Assistance	

Core Funding	This provides for staffing, operational overheads and general service provision including housing advice, the administration of private sector rent accounts and production of performance information
Council Data	The data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are; <ul style="list-style-type: none"> (a) Supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Agreement; or (b) Any Personal Data for which the Council is the Data Controller
Data Subject	Shall have the same meaning as set out in the Data Protection Act 1998
Data Controller	Shall have the same meaning as set out in the Data Protection Act 1998
Data Processor	Shall have the same meaning as set out in the Data Protection Act 1998
EIR	Means the Environmental Information Regulations 2004 (as may be amended from time to time)
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry Date	31 st March 2016
Financial Year	the period of 12 months from and including 1 st April in one year to the 31 st March in the next
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an

	information notice issued by the Information Commissioner.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review	The review of Payment as detailed in Clause 5
Payments	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract as set out in Schedule 2
Prohibited Act	<p>The following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act</p>

	(ii) under legislation creating offences concerning fraudulent acts;
	(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
	(d) defrauding, attempting to defraud or conspiring to defraud the Council
Regulated Activity	in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.
Registration Body	any body which has regulatory powers or responsibilities in respect of the Service Provider.
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Service	the Service as described in Schedule 2
Service Users	the persons or client group designated from time to time to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor
Subcontractors	Any person(s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	any day other than Saturday, Sunday or public holiday in England and Wales
Writing	Includes facsimile transmission and electronic mail, providing the electronic mail is acknowledged and confirmed as being received

INTERPRETATIONS

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

WHEREAS

- (A) The Council in the exercise of performing its obligations is desirous of making provision within its area a Homelessness Prevention and Private Rented Sector Accommodation Scheme
- (B) The Council has caused to be prepared a detailed Specification in respect of the Service

- (C) The Service Provider is willing to provide the Service in accordance with this Contract and the Service Specification
- (D) This Contract, the schedules and the documents annexed to it or otherwise referred to in it issued in connection with this Contract contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to the subject matter.

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clause 10 and 13 in accordance with the terms of this Contract

2 PAYMENT

- 2(a) The Council shall pay to the Service Provider the sum of £65,000 (sixty five thousand pounds) in respect of Core Funding for the Service
- 2(b) Payments in respect of Core Funding will be made in 4 equal quarterly instalments of £16,250. The first instalment will be paid on receipt of a valid invoice on commencement of this contract. Subsequent instalments will be paid at quarterly intervals (in advance) on receipt of a valid invoice
- 2(c) The Council shall pay to the Service Provider up to a maximum of £56,000 (fifty six thousand pounds) in respect of Accommodation Funding for the Service
- 2(d) Payments in respect of Accommodation Funding will be made in accordance with the provisions set out in Schedule 2
- 2(e) If the Council fails to make any payment due to the Service Provider under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:
 - 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such

services and to use the Payments only for the provision of the Services to the Service Users

- 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
 - 3(b)(iv) the Safeguarding Adults: Multi-Agency policy and procedures for the West Midlands
 - 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including the general duty required of a local authority in accordance with the Equality Act 2010
 - 3(b)(vi) the Council's policy "Speaking up About Wrongdoing" and will ensure that this is explained to all Staff and any Subcontractors and that all Staff and Subcontractors are given a copy of this policy and shall provide the Council with evidence of doing so upon request
 - 3(b)(vii) the Data Protection Act 1998
 - 3(b)(viii) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users rights under the Act.
 - 3(b)(ix) the principles of Best Value
 - 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - 3(b)(xi) the Working Time Directive
- 3(c) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager and appropriate Service Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Extension and Termination)
- 3(d) The Service Provider warrants that the signing of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.

4 VARIATION

- 4(a) This Contract may only be varied by consent of both of the parties and any such variation must be in Writing and signed by an authorised representative of each of the parties and must be annexed to this Contract and shall record the date from which the agreed variation shall have effect

- 4(b) The Service Provider will not enter into any negotiations either directly or indirectly with any Service User or Third Party the effect of which would be to vary or amend the terms of this Contract without the prior written agreement of the Council

5 PAYMENT REVIEW

- 5(a) Payment may be reviewed annually during the term of the Contract. Such review will have reference to the Service Provision as determined by Performance Information submitted in accordance with Schedule 2 to this Contract
- 5(b) Should any payment review not be concluded by the 1 April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed
- 5(c) An agreed revised Payment submitted in accordance with 5(b) above shall be back-dated to that date
- 5(d) The Council's decision after the completion of the payment review shall be final.

6 VAT

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

7 AGENCY

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

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(c) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(d) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.

- 8(e) The Service Provider shall compile maintain and keep the information and records included in the Specification and such information as the Council may from time to time require to enable the Council to submit any information or data required by it for the purposes of performance indicators.
- 8(f) The Council may by notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause 8 by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

9 NOTICES

- 9(a) The Service Provider shall comply with and give any notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider
- 9(b) Any Notice under this Contract (with the exception of Notices issued in accordance with clauses 10, 11(e) and 13(b) of this Contract) must be in Writing. Notices issued pursuant to clauses 10, 11(e) and 13 (b) may only be sent by either party to the other by:
- 9(b)(i) recorded delivery post or
- 9(b)(ii) personal delivery
- Notices issued in respect of clauses 10, 11 and 13 will not be validly delivered if sent by facsimile or e-mail
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **[to be determined]**
- 9(d) The Council’s address for the purpose of delivery of a Notice is Housing Options Manager, Housing Health and Wellbeing, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
- 9(e) All such notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the notice was not received in full

10 BREACH

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

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

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

11(a)(i) shall not, and shall procure that all Service Provider Personnel shall not, in connection with the Agreement commit a Prohibited Act;

11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

11(b) The Service Provider shall:

11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act

11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.

11(c) If any breach of clause 11(a) is suspected or known, the Service Provider must notify the Council immediately.

11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the enquiry or termination of this Contract

11(e) The Council may terminate this Contract by written notice with immediate effect, and

recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Personnel (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or Sub-Contractor) means and shall be construed as acting :

11(e)(i) with the authority; or

11(e)(ii) with the actual knowledge;

of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or

11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.

11(f) Any notice of termination under clause 11(e) must specify:

11(f)(i) the nature of the Prohibited Act;

11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and

11(f)(iii) the date on which this Contract will terminate.

11(g) Despite clause 14 (Disputes), any dispute relating to:

11(g)(i) the interpretation of clause 11; or

11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.

11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000

(FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence liability will be unlimited.

- 12(b) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Service Providers involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Service Provider or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.
- 12(c) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 12(d) If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

13 EXTENSION AND TERMINATION

- 13(a) The Council may in its absolute discretion extend the duration of this Contract by a further period of 6 months commencing from the Expiry Date and must inform the Service Provider in writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must be agreed in Writing by both parties signed by an authorised officer and record the date from when it was agreed and annexed to the Contract.
- 13(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 13(b)(i) by either the Council or the Service Provider by giving 2 months Notice in Writing to the other party detailing the specific reasons for terminating the Contract
 - 13(b)(ii) if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the parties
 - 13(b)(iii) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or

administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days

- 13(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met)
- 13(d) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or Clause 13 (Extension and Termination) above the Council shall:
- 13(d) (i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
- 13(d) (ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services
- 13(d) (iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.
- 13(e) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 13(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable

14 DISPUTES

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

the representatives shall use their reasonable endeavours to resolve the dispute

- 14(b) if the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the parties may serve the Head of Service, Housing Health & Wellbeing with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice
- 14(c) if the dispute cannot be resolved in accordance with the preceding sub-clauses then it shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 14 days of the request of one party to the others in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each party will bear its own costs of such referral

15 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 15(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,
- (a)(i) assign any of its rights under this Contract; or
- (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 15(b) Any consent required under Clause 15(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 15(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 15(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 15(e) Subject to clause 15(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 15(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 15, the Service Provider shall remain responsible for all acts and omissions of its Sub-

contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

- 15(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

16 FORCE MAJEURE

- 16(a) Subject to the provisions of clause 16(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users
- 16(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 16(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 16(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 13) to the other party in which event neither party shall be liable to the other by reason of such termination
- 16(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors

17 WAIVER

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

18 SEVERANCE

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

19 STATUTORY DUTIES

- 19(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service
- 19(b) The Service Provider their staff and sub-contractors must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost

20 LAW

- 20(a) It is the responsibility of the Service Provider to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts
- 20(b) Where the Service Provider consists of 2 or more persons all the obligations of the Service Provider shall be deemed to be complied with by such persons jointly and severally and any reference to the masculine gender shall include reference to the female and any reference to the singular shall include referral to the plural
- 20(c) Any reference to an act includes reference to any statutory re enactment or modification thereof

21 THIRD PARTY RIGHTS

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

22 REMEDIES CUMULATIVE

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

23 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

- 23(a) Nothing in this Contract shall prejudice or affect the Council's right powers duties and obligations to the exercise of its functions as a local authority

24 CONCLUSION OF CONTRACT

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

24(b) Clause 24(a) is subject to the provisions of Clause 30 Confidential Information

25 SUSTAINABILITY

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

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

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

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

26(c) The Service Provider shall:

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

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

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

26(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.

26(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

26(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of

Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services:

- 26(f)(i) in certain circumstances without consulting the Service Provider; or
 - 26(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 26(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 26(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 26(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 26(i) Where the Service Provider is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Service Provider. The Council and the Service Provider acknowledge and agree that:
- 26(i)(i) as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
 - 26(i)(ii) they are required by law to consider each and every Request for Information made under FOIA;
 - 26(i)(iii) that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
 - 26(i)(iv) Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:

- a) confirm or deny that information is held by the other party, or
 - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 26(i)(v) each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 26(i)(vi) the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 26(i)(vii) the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

27 TUPE

- 27(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non compliance by the Service Provider with this Clause 27(a) then:
- 27(a) (i) the parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
 - 27(a) (ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council Officer time.
- 27(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 (Breach) or Clause 11 (Prevention of Bribery) or 13 (Extension & Termination) of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever

information is required for the purposes of TUPE which may include but shall not be limited to:-

- 27(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Subcontractor employed in the Service
 - 27(b)(ii) the terms and conditions of employment of those Staff and
 - 27(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause
- 27(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes
- 27(d) Throughout the period specified in paragraph 27(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made
- 27(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Subcontractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Subcontractors
- 27(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Subcontractors and agents in the orderly transfer of any relevant personnel
- 27(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its Subcontractors or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council
- 27(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Subcontractor or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE
- 27(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE
- 27(j) The Service Provider undertakes:

If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value

27(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract

27(j)(ii) to consult with Staff and trade unions during the whole process of TUPE

27(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

28 RESTRICTION ON EMPLOYMENT

28(a) Section 21 of the Immigration Asylum and Nationality Act 2006 (“the Act”) provides that an employer commits an offence if he employs a person subject to immigration control who has attained the age of 16, if the employee has not been granted leave to enter, or remain in, the United Kingdom, or if his leave is not valid and subsisting or is subject to a condition precluding him from taking up employment.

28(b) The Service Provider warrants that it has fully complied with its obligations under the Act with regard to checks on its Staff being provided under this Contract and in so doing has taken account of the requirements of the Act and of the requirements of the Immigration (Restriction on Employment) Order 2007 “the Order” or in any future statutory re-enactment or modification thereof.

28(c) In complying with the requirements of the Act and with the Order the Service Provider confirms that it has not infringed any equal opportunity legislation in particular the Equality Act 2010 with regard to the appearance or perceived nationality of their Staff.

28(d) Notwithstanding the above the Agency agrees to indemnify the Council for any expense liability loss claim or proceedings whatever arising due to the Agency’s failure to comply with the requirements of the Act and the Order where a court or tribunal may subsequently find in law that the Agency employee provided under this contract is an employee of the Council.

29 EQUALITIES

- 29(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.
- 29(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

30 CONFIDENTIAL INFORMATION

- 30(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and will only divulge or communicate the same to a third party on a need to know basis. The Service Provider shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents.
- 30(b) The Service Provider shall ensure that its Staff and agents are aware of and comply with paragraphs 4.4 and 4.5 of Schedule 1 of this Contract and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 30(c) The Service Provider shall at all times keep all Confidential Information held or known in respect of its past or present Service Users or any information that it becomes aware of

by reason of the operation of this Contract and of any other information which the Council may from time to time determine relevant to this Contract.

30(d) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:

30(d)(i) only use Confidential Information for the purposes of this Contract

30(d)(ii) not disclose any Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse

30(d)(iii) not use the Confidential Information for the solicitation of business from the Council

30(e) The provisions of the whole of this clause 30 shall survive the termination or expiration of this Contract.

30(f) The Service Provider shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any information or documents the Service Provider shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such person mentioned above.

30(g) The observance of confidentiality in accordance with the preceding clauses shall not apply when:

30(g)(i) the Confidential Information comes into the public domain or is subsequently disclosed to the public otherwise than through the default of either party

30(g)(ii) the Confidential Information is required to be disclosed by law

30(g)(iii) the Confidential Information at the date of the commencement of the Contract was already in the possession of the Service Provider without restrictions as to its use

30(g)(iv) the Confidential Information is required to be disclosed to any regulatory or government body.

31 PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING)

The Service Provider will ensure that all Staff and agents are made aware of the Council's policy "Speaking up about Wrongdoing". A copy of the Council's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Council's website.

32 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

33 EMERGENCY PLANNING

33(a) The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise ie pandemic influenza, powers cuts etc

34 SAFEGUARDING

34(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall

34(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

34(a)(ii) monitor the level and validity of the checks under this clause 34(a) for each member of the Service Provider's Personnel.

34(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

34(c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 34 have been met.

34(d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.

34(e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

35 DATA PROTECTION

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

35(b) Notwithstanding the general obligation in clause 35(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful

processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

- 35(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
 - 35(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 35(b); and
 - 35(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 35(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 35(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 35(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 35(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 35(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 35(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 35(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

36 PROTECTION OF PERSONAL DATA

- 36(a) With respect to the Parties' rights and obligations under this Contract, the parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 36(b) The Service Provider shall:
- 36(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998

- 36(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
- 36(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
- 36(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
- 36(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Subcontractors or agents for the provision of the Services.
- 36(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
- 36(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 36(b)(viii) Notify the Council (within five Working Days) if it receives:
- a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 36(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
- a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)

- d) providing the Council with any information requested by the Council
- 36(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Subcontractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 36(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 36(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 36(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 36(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

37 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 37(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
 - 37(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 37(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services
- 37(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

- 37(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 37(c)(i) all information requested by the Council within the permitted scope of the audit
 - 37(c)(ii) reasonable access to any Sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 37(c)(iii) access to Service Provider's Staff
- 37(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 37(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 37(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 37(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

38 COMPLAINTS

- 38(a) . The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
- 38 (a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.
- 38(c) whichever complaint system is used the Service Provider shall ensure that:
- 38(c)i under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone

- who is independent of the matter complained of carries out the investigation
- 38(c)ii the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
- 38(c)iii the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.
- 38(i) Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to the appropriate Council's Adults and Carers team by telephone and confirmed in writing as soon as reasonably practical but no later than five Working Days.
- 38(j) Where a complaint is made against a member of Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. The Safeguarding Adults: Multi-Agency policy and procedures for the West Midlands should be followed and strictly adhered to in any case of actual or suspected abuse. In all such cases the Service Provider shall notify the Council's Contracts Unit of any complaints and actions taken in individual cases and the nature of the complaint if it is from a Service User.

39 CONTRACT STATUS AND TRANSPARENCY

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

FOIA.

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

40 COUNTERPARTS

- 40(a) This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 40(b) Transmission of the executed signature page of a counterpart of this Contract (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

Standards Schedule (Schedule 1)

1 Purpose

- 1.1 The Service will provide management of an independent housing advice and accommodation assistance service operating throughout Shropshire, free of charge to the applicant at the point of need and/or through referral from the Housing Options Team
- 1.2 The Service will be provided in order to assist the Council in achieving both its legislative obligations and further objectives relating to Homelessness Prevention as set out in its Housing Strategy 2012-2015 and Homelessness Strategy 2011-2015
- 1.3 The Service will work collaboratively with the Council, Registered Providers, Private Landlords and other statutory/third sector bodies to tackle and prevent homelessness in Shropshire. This also includes providing assistance to the Council in developing and sustaining interaction with Private Sector Landlords, including Forum meetings

2 Guiding Principles

The parties to this Contract will work in partnership and will demonstrate flexibility in their approach towards delivering the required outcomes from this Contract according to need and individual, client group and geographical circumstances. The parties will seek to provide services that:

- 2.1 are inclusive, with fair access for all, including where appropriate provision of housing advice and accommodation assistance regardless of tenure (see Appendix A for eligibility)
- 2.2 encourage the rights of Service Users to make decisions about their own lives, promoting lifelong learning and healthier lifestyles
- 2.3 provide security and continuity for Service Users
- 2.4 acknowledge and seek to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
- 2.5 ensure that Staff are committed to anti-discriminatory and anti-oppressive practice and seek to examine their own attitudes
- 2.6 ensure that the privacy and individuality of all Service Users is respected
- 2.7 provide through this contract only housing advice and accommodation assistance and only to eligible users whilst ensuring that opportunities are maximised for involvement with, and of, the wider community
- 2.8 protect Service Users when they are vulnerable
- 2.9 address Service Users' cultural, physical, ethnic and sexual orientation differences and needs
- 2.10 show a continuous commitment to improvement in service quality and methods of service delivery
- 2.11 operate collaboratively with the Council, Registered Providers, Private Landlords and other statutory/third sector bodies to tackle and prevent homelessness in Shropshire
- 2.12 comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by DCLG

3 Information for Service Users

The Provider will produce information detailing the Service, its philosophy and operation and ensure that it is available to all Service Users, the Council and relevant agencies. The information must provide advice to Service Users on how to make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached

4 Record Keeping

- 4.1 The Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. All records held electronically must be secure and evidence of the ways in which access is restricted must be detailed in the organisations' Confidentiality, Record Keeping

and Security Policy. Evidence must be available that any statutory requirements relating to the premises have been complied with

- 4.2 The following information should be recorded in respect of all Service Users as a minimum:
- 4.2.1 name, address, date of birth, tenure
 - 4.2.2 gender, ethnic origin, religion and sexual orientation and significant relevant items of personal/medical history – critical incidents
 - 4.2.3 date of referral, Service commencement and termination
 - 4.2.4 outcomes achieved
- 4.3 A register of staff must be maintained which should include the following information:
- 4.3.1 name, address and telephone number
 - 4.3.2 position held and hours worked
 - 4.3.3 next of kin – name, address and telephone number
 - 4.3.4 date of issue of identification and retrieval if appropriate
 - 4.3.5 recruitment details including references, evidence of disclosure check undertaken through the Disclosure and Barring Service and interview
 - 4.3.6 induction and training records
 - 4.3.7 copies of training certificates and qualifications
- 4.4 the Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 4.5 the Provider shall at all times keep all confidential information held or known in respect of its past or present Service Users or any information that it becomes aware of by reason of the operation of this Contract and of any other information which the Council may from time to time determine relevant to this Contract

5 Referral Mechanisms

- 5.1 Where referrals are made referrals may be made from Shropshire Council Housing Options Team and where requested and appropriate the Service Provider will operate within established referral mechanisms including the Single Referral Schemes facilitated by Single Referral Scheme Officers, Housing Options, Shropshire Council such as RESIT (Resettlement of Ex-Offenders in Shropshire Implementation Team) and the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care

6 Policies, Procedures and Guidance

- 6.1 The Provider should have the following policies, procedures and/or guidance in place:
- 6.1.1 Operational Policies Including Recruitment And Retention Of Staff
 - 6.1.2 Grievance and Disciplinary Procedures
 - 6.1.3 Health and Safety Policy
 - 6.1.4 Confidentiality, Record Keeping and Security Policy
 - 6.1.5 Lone/Out of Hours Working Policy
 - 6.1.6 Staff Training Policy
 - 6.1.7 Risk Management Policy and Procedure
 - 6.1.8 Service Users Rights and Responsibility Statement
 - 6.1.9 Whistle Blowing Policy
 - 6.1.10 Equal Opportunities Policy
 - 6.1.11 Emergency Planning Policy/Procedure
 - 6.1.12 Complaints Policy/Procedure
 - 6.1.13 Freedom of Information Act Policy/Procedure
 - 6.1.14 Professional Boundaries Policy
- 6.2 The Provider's Equal Opportunities Policy must demonstrate their Adherence to anti-discriminatory practice
- 6.3 the Provider will ensure that all Staff have copies of all the policies and procedures listed above available to them and sign a form (which will be held on Staff file) which indicates that they have read and understood them

7 Staffing

- 7.1 The Service Provider will ensure that all new Staff used to provide the Service are recruited in accordance with the staff recruitment and selection requirements as detailed in this section
- 7.2 The Service Provider must inform Staff that the Council reserves the right to view their Staff records
- 7.3 The Service Provider will ensure that Staff working in respect of this Contract have been suitably trained in housing advice and homelessness prevention. The Service Provider will also ensure that Staff are conversant with local housing-related policies and initiatives operated by the Council and its partner organisations and shall continuously supervise the performance of Staff and ensure that there is sufficient reserve available to provide the Service
- 7.4 The Provider shall provide a means of identification to all Staff and shall require them to produce such identification on request
- 7.5 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.
- 7.6 The Service Provider will ensure that:
 - 7.6.1 There is a clear written job description and employee specification for all Staff.
 - 7.6.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 7.6.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
 - 7.6.4 References are received and checked before employment commences, including the authenticity of the reference.
 - 7.6.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
 - 7.6.6 Recruitment procedures are in accordance with clause 34 of this Contract (Safeguarding)
 - 7.6.7 The identity of all Staff is verified prior to employment using an official document.
 - 7.6.8 The authenticity of qualifications is checked prior to employment.
 - 7.6.9 Staff are provided with information about their conditions of employment.
 - 7.6.10 All Staff make a written undertaking in respect of confidentiality.
 - 7.6.11 All new Staff are appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the induction programme. This provision must also apply to internal transfers.
- 7.7 In the event of agency Staff being used the Provider must ensure that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued through the Disclosure and Barring Service and that selection processes have been rigorous

8 Induction and Training

- 8.1 All Staff will undertake a thorough and fully documented induction and training programme details of which will be made available to the Council upon request which will include:
 - 8.1.1 a programme introducing Staff to the organisation its policies procedures and standards
 - 8.1.2 confidentiality and security of Service User information and access to information
 - 8.1.3 Safeguarding
 - 8.1.4 Equal Opportunities
 - 8.1.5 Health and Safety

- 8.1.6 Working practices and how the organisation's policies procedures and standards apply on a day to day basis
- 8.1.7 the Provider will ensure that its employees and agents are made aware of the Council's policy "Speaking up about Wrongdoing" and that the details of this policy are fully explained to them
- 8.2 The Manager of the Service will undertake regular appraisals of Staff performance and training needs
- 8.3 Supervision will take place between all Staff and their line manager and written records kept on the content and outcome of each meeting
- 8.4 The Service Provider should ensure that Staff clearly understand the professional boundaries of their contact with Service Users
- 8.5 The Service Provider will ensure that all Staff know that it is not acceptable for there to be a relationship between Staff and Service Users either physical or financial or that could be perceived as being of an exploitative nature and this should be viewed as a disciplinary matter

9 Quality Assurance

- 9.1 The Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.
- 9.2 The Provider must have documented systems which enable it to:
 - 9.2.1 check whether it is delivering the service in accordance with this Contract and Schedules
 - 9.2.2 check whether it is doing this efficiently and effectively
 - 9.2.3 check on whether Staff are provided with a safe system of work
 - 9.2.4 check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and the Guiding Principles outlined in Paragraph 2 of this Schedule
 - 9.2.5 check to ensure that all records are up to date
 - 9.2.6 provide information to the Council on the above

10 MONITORING

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

Schedule 2

Shropshire Homelessness Prevention and Private Sector Accommodation Scheme Service Specification

1	Background
1.1	<p>Title of Service Shropshire Homelessness Prevention and Private Sector Accommodation Scheme</p>
1.2	<p>Vision / Aims The Service will provide management of an independent housing advice and accommodation assistance service operating throughout Shropshire, free of charge to the applicant at the point of need and/or through referral from the Housing Options Team</p> <p>The Service will be provided in order to assist the Council in achieving both its legislative obligations and further objectives relating to Homelessness Prevention as set out in its Housing Strategy 2012-2015 and Homelessness Strategy 2011-2015</p> <p>The Service will work collaboratively with the Council, Registered Providers, Private Landlords and other statutory/third sector bodies to tackle and prevent homelessness in Shropshire. This also includes providing assistance to the Council in developing and sustaining interaction with Private Sector Landlords, including Forum meetings</p>
1.3	<p>Geographical Location of the Service The Service will operate within the administrative area of Shropshire Council</p>
2	Service Delivery
2.1	<p>General obligations of the Service Provider</p> <ul style="list-style-type: none"> • To work in partnership with Shropshire Council Housing Options Team and to demonstrate flexibility in its approach towards delivering the required outcomes from this Contract according to need and individual, client group and geographical circumstances • To ensure that only eligible applicants are given financial or equivalent assistance through this contract. Refer to Appendix A of this contract amendment for details • To develop and maintain a register of private sector landlords with properties in Shropshire and to promote the services referred to within this contract amendment to them, with the express intention of increasing access to the private sector for people in housing need on low incomes • To have due regard of specific legislation in relation to the operation of

this Contract including (but not limited to):

- Housing Act 1988; Housing Act 1996; Homelessness Act 2002; Housing Act 2004; Crime & Disorder Act 1998; Localism Act 2011
- To ensure that Staff working in respect of this Contract have been suitably trained in housing advice and homelessness prevention. The Service Provider will also continue to ensure that Staff are conversant with local housing-related policies and initiatives operated by the Council and its partner organisations
- To publish and distribute suitable publicity materials for the services referred to within this Contract
- To maintain accurate casework files for the timely production of statistical information on a monthly basis
- To assist the Council in advising landlords and tenants on their respective legal rights and tenancy responsibilities and to help promote initiatives to improve the physical condition, energy efficiency, fire, gas and electrical safety of private rented housing in Shropshire
- To ensure that all accommodation sourced for the services referred to within this Contract satisfies the minimum requirements with particular reference to the Housing Health and Safety Rating System (HHSRS) as detailed by the Housing Act 2004
- To ensure that all accommodation sourced for the services referred to within this Contract is sustainable on a case by case basis for each applicant in terms of size, location and amenity an overall affordability in relation to income and any eligibility for welfare benefits
- To ensure that an agreed proportion of the accommodation sourced is available for a minimum period of 12 months and has been inspected to ensure compliance with the requirements of the Localism Act 2011 (s148) with respect to being in a reasonable physical condition and compliant with electricity, fire and gas regulations.
- To ensure that where cash deposits are used it is only in exceptional circumstances and where paid to landlords in respect of non-rental elements are protected by one of the government sponsored protection schemes as required by legislation
- To seek alternative sources of funding that support the delivery and development of services referred to within this contract amendment
- The Council and the Service Provider recognise that individually they offer confidential services to applicants. However, relevant information shall be exchanged between organisations as required to operate this contract amendments and permitted by legislation

2.2

Specific Services to be Provided

2.2.1 The Service Provider will develop and deliver all aspects of the scheme as listed below:

- To provide independent housing advice free of charge for eligible people (see Appendix A for eligibility), living in the administrative area of Shropshire Council
- To provide Rent Bonds services enabling eligible homeless (or potentially homeless) people (see Appendix A for eligibility), to access private rented sector accommodation
- To provide Rent Bonds services enabling eligible homeless (or potentially homeless) rough sleepers and those referred through RESIT access to private rented sector accommodation
- To provide a time-limited private sector rent account management service for the landlords of eligible vulnerable people
- The above only includes 16 and 17 year olds where referred by the Housing Options Team through the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care
- Bonds will be used in all cases unless in exceptional circumstances. This will need to be discussed and agreed by the Council in order to source alternative funding arrangements

2.2.2 This Contract requires that services will be delivered from suitable premises across Shropshire. This should take into consideration the location of the services offered through Housing Options and other partners to ensure countywide cover and best use of resources

2.2.3 These services shall be made available through substantive 'drop-in' sessions, pre-booked appointments and general telephone contact

2.2.4 These services will make use of the Enhanced Housing Options on-line tool and will encourage Service Users to self-serve through use of the Enhanced Housing Options on-line tool, and will cooperate with the Council in encouraging use of the on-line tool

2.2.5 All interviews, appointments, telephone contact etc is to be made in suitable environments (e.g private interview rooms) and take account of all necessary Health and Safety requirements

2.2.6 Services are to be available for applicants for a minimum of 30 hours a week with operating times to take into consideration location of Council and partner services as detailed in 1.2 above

2.2.7 The Service Provider will make available or utilise a minimum of 8 Service User access points

Core Funding – Independent Housing Advice Service

The Service Provider shall develop and deliver a comprehensive independent housing advice service. This is to focus on the prevention of homelessness and includes close liaison with the Shropshire Council Housing Options Team

- There will be a commitment of £65,000 in respect of this service and the Service Provider is expected to deliver 850 housing advice cases for this sum.
- The housing advice delivered will be reported to the Housing Options Team and will be considered by the Housing Options Team in relation to claiming successful homelessness prevention within Central Government guidelines
- The service is available to residents of Shropshire, or where the applicant has a demonstrable local connection
- This service does not directly incorporate work with applicants under the age of 18. However the Service Provider will ensure that it is fully conversant with the arrangements that Shropshire Council has in place for addressing homelessness and those at risk of homelessness and are 16, 17 or care leavers. 16 and 17 year old applicants, or applicants Leaving Care will only be considered where referred by the Housing Options Team through the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care

General Accommodation Funding – Bonds

The Service Provider shall develop and deliver an access to private rented accommodation service providing rent bonds for eligible applicants. This is to focus on the prevention of homelessness and includes close liaison with the Shropshire Council Housing Options Team

- There will be a commitment of up to a maximum of £40,000 in respect of this service and the Service Provider is expected to deliver 240 cases for this sum. The Council may, at its sole discretion, reduce or withdraw the General Accommodation Funding – Bonds on written notice to the Service Provider
- The bonds that are delivered will be for applicants that satisfy the eligibility as set out in Appendix A
- The bonds that are delivered will be reported to the Housing Options Team and will be considered by the Housing Options Team in relation to claiming successful homelessness prevention within Central Government guidelines
- The service is available to residents of Shropshire, or where the applicant

has a demonstrable local connection

- This service does not directly incorporate work with applicants under the age of 18. However the Service Provider will ensure that it is fully conversant with the arrangements that Shropshire Council has in place for addressing homelessness and those at risk of homelessness and are 16, 17 or care leavers. 16 and 17 year old applicants, or applicants Leaving Care will only be considered where referred by the Housing Options Team through the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care

People with Complex Needs

The Service Provider will develop and deliver an access to private rented accommodation service providing rent bonds for eligible applicants – namely people with complex needs including known rough sleepers or people at risk of having to rough sleep with a local connection to the Council's administrative area and in accordance to the No Second Night Out (NSNO) principles applied by Shropshire Council's Housing Options Team. This is to focus on the prevention of homelessness and includes close liaison with the Shropshire Council Housing Options Team

- There will be a commitment of £16,000 in respect of this service and the Service Provided is expected to deliver a minimum of 16 cases for this sum. Enhanced amounts per case are expected for some of the applicants, to enable those applicants with complex needs perceived to be at high risk of tenancy failure the chance to access accommodation and to develop a successful track record. The Council may, at its sole discretion, reduce or withdraw the Rough Sleeper and RESIT Accommodation Funding on written notice to the Service Provider
- Shropshire Council Housing Options Team will retain this funding and release it to the Service Provider on receipt of a valid invoice on or around the first day of each calendar month detailing individual Rent Bonds and showing the value and evidence of eligibility checks
- In order to access Rough Sleeper and RESIT Accommodation Funding, the applicant will be referred through the Single Referral Schemes facilitated by Single Referral Scheme Officers, Housing Options, Shropshire Council.
- The bonds that are delivered will be for applicants that satisfy the eligibility as set out in Appendix A and where Shropshire Council Housing Options Team authorises the use and release funding
- The funding that is delivered will be reported to the Housing Options Team and will be considered by the Housing Options Team in relation to claiming successful homelessness prevention within Central Government guidelines

	<ul style="list-style-type: none"> • The service is available to residents of Shropshire, or where the applicant has a demonstrable local connection • This service does not directly incorporate work with applicants under the age of 18. However the Service Provider will ensure that it is fully conversant with the arrangements that Shropshire Council has in place for addressing homelessness and those at risk of homelessness and are 16, 17 or care leavers. 16 and 17 year old applicants, or applicants Leaving Care will only be considered where referred by the Housing Options Team through the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care <p>Private Sector Rent Account Management Service</p> <p>The Service Provider will develop and deliver a time-limited private sector rent account management service for landlords of eligible vulnerable people. This is to focus on the prevention of homelessness and will enable applicants perceived to be at high risk of tenancy failure a chance to develop a successful track record.</p> <ul style="list-style-type: none"> • The Council has committed limited funds within the Core Funding detailed above to help the Service Provider to facilitate this service. The Council expects the Service Provider to use recycled funds from unclaimed bonds and repayments made from applicants as a source of funding for this initiative. The Service Provider is expected to manage a minimum of 120 rent accounts. • The Service Provider will offer rent account management service to the landlords of vulnerable applicants. This service will be offered to landlords free of charge for a 6-month initial period. Extension beyond this time must be agreed by the Council. The scheme will not only assist the applicant with the chance to establish a successful track record, but also help the landlord develop trust and confidence in the applicant as their tenant.
3	Accountability, Outcomes & Reporting
3.1	<p>Accountability</p> <p>The Provider will be accountable to Shropshire Housing Options Team and the Shropshire Homelessness Strategy Implementation Group for satisfactory delivery of this Service.</p>
3.2	<p>Outcomes</p> <p>The overarching outcome is to address both the causes of homelessness in Shropshire, and, provide a response to those affected by homelessness and those in housing need.</p> <p>In order to continue to actively prevent homelessness there must be an on-going development of a high quality, accessible and responsive service to address 'housing options', that is available to the people of Shropshire, regardless of their geographical location (Shropshire Homelessness Strategy 2011-2015)</p>

This contract will deliver on the following **Shropshire Council Outcomes**:

- 'Your Environment' – I want to live in an attractive, vibrant and safe environment in a place that's right for me
- 'Your Money' – I want to feel financially secure and to believe in a positive future for myself and my family

Specific outcomes for this Service are:

- To deliver a more effective and enhanced housing options service
- To support vulnerable people to stay in their own homes
- To strengthen partnerships to meet the needs of people affected by homelessness
- To understand and meet the needs of the diverse range of groups with a housing need

The **Social, Economic and/or Environmental** impacts of this Service will include:

- People report they have a decent, appropriate and affordable place to live
- Progress is made towards improving energy efficiency in privately rented homes (evidenced by EPC)
- Private sector rents are affordable
- Local supply chains are used to carry out repairs, maintenance and upkeep of privately rented properties
- Rehabilitation of offenders is supported through an increase in the number of ex-offenders able to secure settled accommodation
- Settlement in the community of people with complex needs is supported

This will be achieved by:

- Continuing to focus on early intervention that prevents homelessness from occurring and allows for planned solutions to housing needs
- Continuing to provide appropriate support to vulnerable people to enable them to develop the skills needed to sustain their tenancies
- Continuing to ensure that there is a joined-up approach to tackling homelessness
- Continuing to promote a wider range of tenure options and choices to help meet housing needs

This contract will help achieve the above through the following:

- Homelessness prevention - through making available independent housing advice to eligible people
- Homelessness prevention - through accommodation assistance (namely access to the Private Sector) for eligible people
- Homelessness prevention - for the target groups of Rough Sleepers and (Ex)Offenders are prevented from becoming homeless through the provision of advice
- Homelessness prevention - for the target groups of Rough Sleepers and (Ex)Offenders are prevented from becoming homeless through access to the Private Sector

- Private Rented Sector (PRS) landlords are letting to the key eligible customer groups and the accommodation is of an agreed standard
- Vulnerable people and people with complex needs are directly and proactively assisted to locate and secure privately rented accommodation

3.3 Information Reporting, Measures and Monitoring

Detailed key performance indicators will be agreed between Shropshire Council and the Service Provider. This will include information required for local and national performance monitoring to ensure that the services are being targeted to achieve maximum impact on homelessness prevention namely:

- monthly reporting to document the profile of customers accessing the service
- monthly reporting to include information that will be considered by the Housing Options Team in relation to claiming homelessness prevention within Central Government guidelines. This will be where accommodation is sourced for the applicant and financial incentive to the landlord has been used, or financial incentive wasn't necessary, or any other advice measures around the prevention of homelessness
- forms and paperwork to be completed for reporting purposes will be determined by Housing Options, Shropshire Council. This will take into consideration implementation of the on-line self-help Enhanced Housing Options electronic tool
- half year progress report due in March 2015 to evaluate the contract over the first 6 months

The Service Provider will collect landlord and Service User feedback about their experience of using the Service and this information should be used to inform service development.

The Service Provider will report on the following Key Performance Indicators:

Key Performance Indicators (KPIs)	
Monitoring and Reporting	
1	Number of people approaching the Provider for access to the Private Sector
2	Number of people approaching the Provider for housing advice
3	Number of people assisted to access the Private Sector
4	Number of people given housing advice
5	Number of vulnerable people and people with complex needs directly and proactively assisted to locate and secure privately rented accommodation
6	Number of Private Sector Landlords registered with the Provider
7	Number of rough sleepers and those referred through RESIT that access the Private Sector
8	Number of additional new units of accommodation being brought forward within this scheme
Quality measures (to be proposed by the Provider but to include quality measures in relation to landlord and service user feedback about their experience)	

9	
10	
	Performance Indicators
11	Number of cases considered by the Housing Options Team in relation to claiming homelessness prevention within Central Government guidelines
12	
13	
14	Other data may be added as the contract progresses.

The Council will establish performance monitoring meetings with the Service Provider. Both parties shall review the impact and effectiveness of services provided through the contract amendment period. Through working together parties shall agree operational variations as appropriate.

Appendix A

Private Sector Accommodation Scheme – Criteria For Assistance

Assistance will be given where it is established that the service user is:

- a) Homeless or threatened with homelessness, and
- b) Has a local connection to the administrative area of Shropshire Council, and
- c) Is in receipt of a low income or otherwise assessed as having insufficient disposable income to fund their own private sector deposit, bond or rent in advance.

These three criteria for assistance form the basic principles for who can access the scheme. The following paragraphs give more detail on who would be considered homeless, what a local connection is, how a low income is determined. The circumstances where a service user may meet the criteria, but would not qualify for financial or equivalent assistance is also noted:

- Usually, only people aged 18 and over will be assisted. The Service Provider will ensure that it is fully conversant with the arrangements that Shropshire Council has in place for addressing homelessness and those at risk of homelessness and are 16, 17 or care leavers. 16 and 17 year old applicants or applicants Leaving Care will only be considered where referred by the Housing Options Team through the Joint Assessment Meeting and/or Single Referral Scheme for 16/17 year olds and Leaving Care
- Assistance from the scheme will be targeted to enable homeless (or potentially homeless) service users to access private rented accommodation.
- If a service user has suitable accommodation legally available for them to occupy, they will not normally be eligible for financial or equivalent assistance under the scheme. Similarly, a person will not normally be eligible if they have given up suitable accommodation without good reason that was previously available for them to legally occupy. Exemptions to these criteria exist where the service user has been formally referred to the scheme by the Council Housing Options Team.

- To be eligible for assistance a service user must have a local connection with the administrative area of Shropshire Council. A working definition of 'local connection' is given in the "Homelessness Code of Guidance for Local Authorities" (CLG July 2006: Chapter 18 – Pages 145 to 149).
- Low income will be determined by an assessment of total disposable household income. To qualify for assistance, the household must either be eligible to receive Local Housing Allowance Payment, or otherwise assessed as having insufficient disposable income to fund their own private sector deposit, bond or rent in advance.
- The Service Provider will contact the landlord concerned to establish that a legal tenancy has been offered and confirm the level of payment being requested. The Service Provider will also confirm with the landlord statutory arrangements for protecting any cash deposit payable.
- The Service Provider will in the first instance encourage the landlord to accept a fully cash backed rent bond. In instances where a cash deposit and/or rent in advance is required the Service Provider will have to liaise with the Council Housing Options Team.
- The Service Provider reserves the right to refuse a service user financial or equivalent assistance. However, in these circumstances the specific reasons for refusal will be provided in writing with the applicant having a right of appeal to the Councils Housing Options Manager. The decision of this Officer will be final.
- Any service user who has previously received assistance through the scheme will have this thoroughly investigated before assistance will be given. This is to ensure that funds are not being abused.
- Assistance will not be given to people renting from family or friends unless they are able to demonstrate that this is being done on a commercial (Landlords and Tenants) basis and that the letting will not proceed without such assistance . Demonstration to this effect is required to the absolute satisfaction of the Councils Housing Benefits Department.
- The Service Provider reserves the right to decline applications for assistance in certain circumstances. For example, where a property or landlord is assessed by the council as falling below the minimum acceptable standard.
- The Service Provider also reserves the right to decline applications for assistance where it has determined that the accommodation is not sustainable for the service user in terms of size, or location, or amenity or overall affordability in relation to income and any eligibility for welfare benefits.
- Where possible the Service Provider will seek to recover the money that has been paid out, this may result in them taking legal action against the service user.

DMC 113 – Homelessness Prevention and Private Rented Sector Accommodation Scheme for Shropshire

Confidentiality Undertaking Regarding TUPE

[Date] 2014

[NAME]

Your ref: *

Our ref: DMC 113

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a tender on the basis that the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 and the EC Acquired Rights Directive 23 of 2001 may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

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

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

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

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

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

DATED THIS DAY OF

Signature (as in Form of Tender)

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

Please return to: procurement@shropshire.gov.uk.



Tender Response Document

DMC 113 – Homelessness Prevention & Private Rented Sector Accommodation Scheme

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Housing Alliance

Shropshire Council Tender Response Document

Contract Description:

The Shropshire Homelessness Prevention and Private Rented Sector Accommodation Scheme aims to provide advice, assistance and enhanced housing options to a diverse range of potentially vulnerable people who may be considered to be at risk of becoming homeless. The aim is to wherever possible support and assist people to remain in their current accommodation through a range of tenancy support and preventive measures. Where there is a real threat of homelessness or the existing accommodation may be unsuitable or unaffordable, and there is also limited access to social sector housing, practical assistance is offered to secure appropriate privately rented accommodation. This assistance takes the form of liaison with private landlords and the provision of rent bonds or rent in advance where required.

The contract will be for a period of 18 months with effect from 1st October 2014 with an option to extend for a maximum of a further 6 months.

The funding for this contract is fixed at £121,000 per annum to be allocated as follows:

- Core funding for the provision of staff : c£65,000
- Funding for bonds, deposits and rent in advance : c£40,000
- Specialist Deposits/rent in advance – Complex Needs : £16,000

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
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		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

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	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' criteria and shows how each criterion is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 100% (100 marks)		
Section H / Q1	Methodology, Capacity and Expertise	12% / 12 max marks
Section H / Q2	Partnerships	12% / 12 max marks
Section H / Q3	Access Points	8% / 8 max marks
Section H / Q4	Complex Needs	12% / 12 max marks
Section H / Q5	Accessibility	8% / 8 max marks
Section H / Q6	Bringing Forward New Accommodation	12% / 12 max marks
Section H / Q7	Accommodation Quality & Upkeep	12% / 12 max marks
Section H / Q8	Service Quality	8% / 8 max marks
Section H / Q9	Strategic Issues	8% / 8 max marks
Section H / Q10	Reporting	8% / 8 max marks
Total for quality		100% / 100 max marks

Quality Questions/ Scoring Scheme

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

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

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

The tender receiving the highest mark for Quality overall will be deemed to have submitted the most economically advantageous tender for the required services.

Section A:
1. Form of Tender

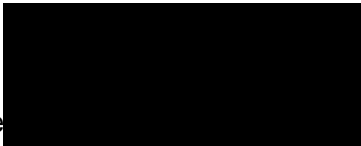
Form of Tender

Shropshire Council

Tender for Shropshire Homelessness Prevention and Private Rented Sector Accommodation Scheme

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of a Homelessness Prevention and Private Rented Sector Accommodation Scheme for Shropshire at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

Signature



Name



Date 22 August 2014

Designation Managing Director

Company Shropshire Housing Alliance

Address 11 Bellstone, Shrewsbury, Shropshire

Post Code SY1 1HU

Tel No 01743 341900

Fax No 01743 218542

E-mail address



Web address www.SHAlliance.org.uk

Section A:
2. Non-Canvassing Certificate

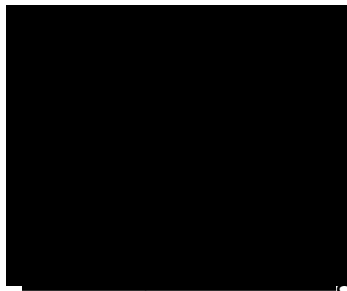
Non-Canvassing Certificate

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

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

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

Signed (1)



tatus Managing Director

Signed (2)

Status Chair

(For and on behalf of Shropshire Housing Alliance)

Date 22 August 2014

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

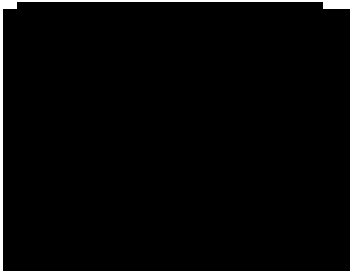
To: Shropshire Council (hereinafter called “the Council”)

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

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

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

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

Signed (1)  status Managing Director

Signed (2) status Chair

(For and on behalf of Shropshire Housing Alliance)

Date 22 August 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
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Please note:

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

Signed (1)

[REDACTED SIGNATURE]

Status Managing Director

Signed (2)

Status Chair

(For and on behalf of Shropshire Housing Alliance)

Date 22 August 2014

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions, exceptions or endorsements apply to the policy.</p> <p>Name of Insurance Company Gallagher London</p> <p>Date policy taken out 01 July 2014</p> <p>Expiry date of the policy 30 June 2015</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions/Endorsements</p> <p>Subject to policy terms, conditions, limitations, exclusions and cancellation provisions.</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions, exceptions or endorsements apply to the policy.</p> <p>Name of Insurance Company Gallagher London</p> <p>Date policy taken out 01 July 2014</p> <p>Expiry date of the policy 30 June 2015</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions/Endorsements</p> <p>Subject to policy terms, conditions, limitations, exclusions and cancellation provisions.</p>	

1.3 (a)	Please confirm that you hold a minimum of £2,000,000 Professional Indemnity Insurance	YES																				
(b)	<p>Please detail the relevant policy information and state if any conditions, exceptions or endorsements apply to the policy.</p> <p>Name of Insurance Company Gallagher London</p> <p>Date policy taken out 30 June 2014</p> <p>Expiry date of the policy 30 June 2015</p> <p>Policy number/reference ██████████</p> <p>Conditions/Exceptions/Endorsements Subject to policy terms, conditions, limitations, exclusions and cancellation provisions.</p>																					
1.4	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals together with a schedule showing the Conditions/Exceptions/Endorsements	Enclosed YES APPENDIX 1																				
2.	Financial Details																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (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</p> <table border="1" data-bbox="288 1458 1396 1868"> <thead> <tr> <th colspan="3" data-bbox="288 1458 1222 1547"><u>Company</u></th> <th data-bbox="1227 1458 1396 1547">Accounts Enclosed</th> </tr> <tr> <th data-bbox="288 1554 453 1644"><u>Year</u></th> <th data-bbox="458 1554 847 1644"><u>Turnover</u></th> <th data-bbox="852 1554 1222 1644"><u>Profit(Loss)</u></th> <th data-bbox="1227 1554 1396 1868"></th> </tr> </thead> <tbody> <tr> <td data-bbox="288 1650 453 1740">2010/11</td> <td data-bbox="458 1650 847 1740">████████</td> <td data-bbox="852 1650 1222 1740">████████</td> <td data-bbox="1227 1650 1396 1740">YES APPENDIX 2</td> </tr> <tr> <td data-bbox="288 1747 453 1836">2011/12</td> <td data-bbox="458 1747 847 1836">████████</td> <td data-bbox="852 1747 1222 1836">████████</td> <td data-bbox="1227 1747 1396 1836">YES APPENDIX 3</td> </tr> <tr> <td data-bbox="288 1843 453 1933">2012/13</td> <td data-bbox="458 1843 847 1933">████████</td> <td data-bbox="852 1843 1222 1933">████████</td> <td data-bbox="1227 1843 1396 1933">YES APPENDIX 4</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2010/11	████████	████████	YES APPENDIX 2	2011/12	████████	████████	YES APPENDIX 3	2012/13	████████	████████	YES APPENDIX 4
<u>Company</u>			Accounts Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2010/11	████████	████████	YES APPENDIX 2																			
2011/12	████████	████████	YES APPENDIX 3																			
2012/13	████████	████████	YES APPENDIX 4																			

2.2

Please show below your company's turnover in the provision of housing advice & assistance to potentially vulnerable people at risk of becoming homeless in the last three financial years.

(Please insert figures – do not refer to attached accounts)

<u>Year</u>	Turnover in relation to provision of housing advice & assistance to potentially vulnerable people at risk of becoming homeless
2010/11	██████████
2011/12	██████████
2012/13	██████████

(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	<p>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.</p> <p>A contract with Severnside Housing for financial inclusion/debt advice was brought to a close early by agreement. Further details can be provided upon request.</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>None.</p>

Section E: Health & Safety, Equal Opportunities and Safeguarding

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

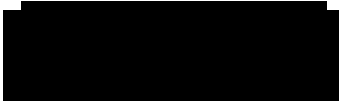
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> 	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> 	
1.10	<p>Does your company monitor:</p> <ul style="list-style-type: none"> (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance 	<p>YES YES YES</p>
1.11	<p>Does your company have a recognised health & safety management system? Please give details below:</p> 	NO

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="435 257 1015 443"> <thead> <tr> <th colspan="2" data-bbox="874 257 951 286">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 297 815 365">No. of accidents reported under RIDDOR last year</td> <td data-bbox="906 309 927 338">0</td> </tr> <tr> <td data-bbox="448 371 815 439">No. of accidents reported under RIDDOR this year</td> <td data-bbox="906 383 927 412">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0
Total							
No. of accidents reported under RIDDOR last year	0						
No. of accidents reported under RIDDOR this year	0						
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <div data-bbox="276 633 1262 808" style="background-color: black; width: 100%; height: 78px;"></div>	YES					
1.14	Will you be using any sub contractors as part of this contract?	NO					
1.15	If YES to 1.14 please give details of who your sub contractors are.						
1.16	If YES to 1.14 how do you ensure they are competent?						
1.17	<p>Where do you get your competent health and safety advice?</p> <div data-bbox="276 1637 1422 1845" style="background-color: black; width: 100%; height: 93px;"></div> <div data-bbox="276 1872 1422 1935" style="background-color: black; width: 100%; height: 28px;"></div>						

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>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)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <div style="background-color: black; width: 100%; height: 80px; margin-top: 10px;"></div>	<p>Enclosed</p> <p>YES</p> <p>APPENDIX 6</p>
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; 	

	<ul style="list-style-type: none"> • Advance equality of opportunity between those who share protected characteristics and those who do not; • Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 40px;"></div>	
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	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>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</p>	

	<p>take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p> <div style="background-color: black; width: 100%; height: 60px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 40px;"></div>	
<p>2.8</p>	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	<p>YES</p> <p>APPENDIX 7</p>
<p>2.9</p>	<p>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.</p> <p style="text-align: center;">Confirmed</p>	<p>YES/NO</p>

3.	Safeguarding of adults and children (for services where staff come into regular contact with children and adults)	
*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> “Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</p> <p>“The equivalent for adults” (from Ruth Houghton)</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
3.1	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>YES</p> <p>APPENDIX 8</p>
3.2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed  Status Managing Director</p> <p>(For and on behalf of Shropshire Housing Alliance)</p> <p>Date 22 August 2014</p>	

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2014 - 2016
2.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2013 – 2016 potentially extended for a further 2 years
3.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2012 - 2015
4.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2013 – 2014
5.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2011 - 2014

6.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2012 – 2013
7.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2008 - 2012
8.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2008 – 2011
9.	[REDACTED]	Sue Dell Severnside [REDACTED]	[REDACTED] 0	[REDACTED]	Ongoing
10.					

2.	
2.1	<p data-bbox="264 232 1425 365">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required services.</p> <div data-bbox="264 398 1425 801" style="background-color: black; width: 100%; height: 180px;"></div> <div data-bbox="264 835 1425 974" style="background-color: black; width: 100%; height: 62px;"></div> <div data-bbox="264 1005 1425 1310" style="background-color: black; width: 100%; height: 136px;"></div> <div data-bbox="264 1341 1425 1713" style="background-color: black; width: 100%; height: 166px;"></div> <div data-bbox="264 1744 1425 2042" style="background-color: black; width: 100%; height: 133px;"></div>

Section G: Accreditations and Skills Level

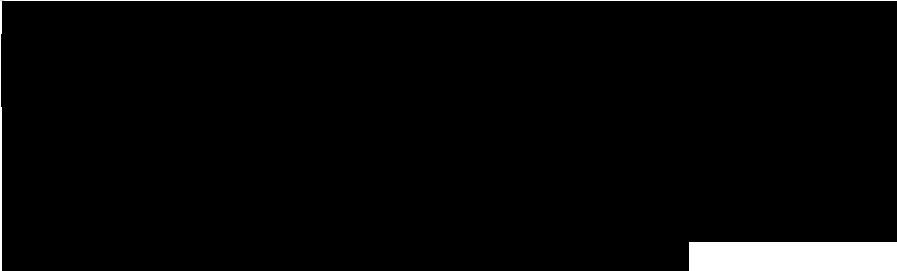


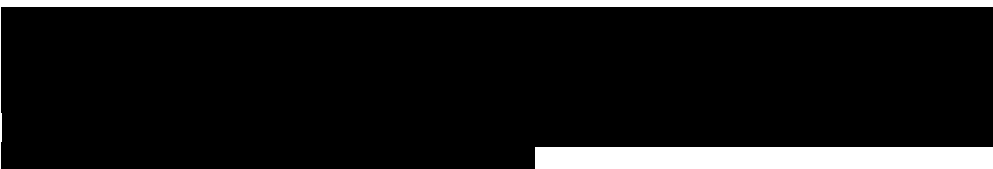


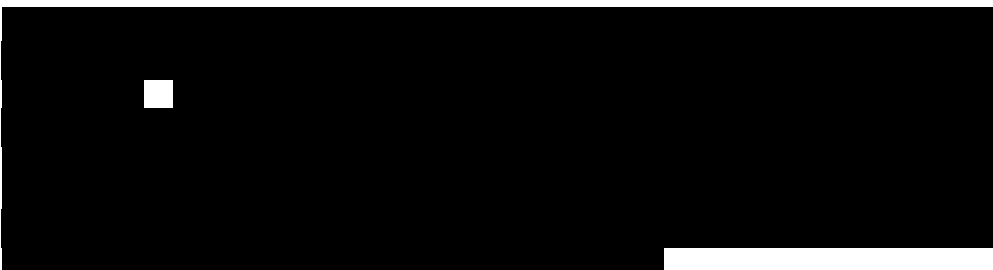



1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	Chartered Institute of Housing (individuals)	[REDACTED]	Various	Ongoing
	Institute of Money Advisors (individual)	[REDACTED]	Sept 2012	Ongoing
	Advice UK (company)	[REDACTED]	Sept 2008	Ongoing
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	Advice Service Alliance (AQS)	[REDACTED]	Advice Quality Standard Certification	April 2013
				April 2015
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES APPENDIX 10

Section H: **Tender Schedule**










Tenderers should create space below for their responses to the questions raised.

1.	Tender Specification Response	
1	<p>Describe the approach you would use, if successful, in the provision of independent housing advice, rent bond services and a time-limited private sector rent account management service for a diverse range of potentially vulnerable people who may be at risk of becoming homeless. Please include how you will ensure there is sufficient capacity and expertise, including ongoing professional development, within your organisation to deliver the number of cases and range of outcomes described in the specification.</p> <p>For this question please also take into account our response to Section F 2.1 as this sets out our approach in detail.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]	12% / 12 marks

	<ul style="list-style-type: none"><li data-bbox="311 212 327 246">■<li data-bbox="311 380 327 414">■<li data-bbox="311 582 327 616">■	<p>[Redacted]</p>	
		<p>[Redacted]</p>	
		<p>[Redacted]</p>	
		<p>[Redacted]</p>	
	<ul style="list-style-type: none"><li data-bbox="311 1164 327 1198">■<li data-bbox="311 1232 327 1265">■<li data-bbox="311 1400 327 1433">■<li data-bbox="311 1680 327 1713">■<li data-bbox="311 1948 327 1982">■	<p>[Redacted]</p>	



	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	

	<ul style="list-style-type: none">██ 	
3	<p>How will you ensure that the services are available across the whole of Shropshire? Your answer should include a description of physical access points and other means of access.</p>        	8% / 8 marks

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
4	<p>How will you ensure that the accommodation needs of the people described in the 'People with Complex Needs' section of the specification are met? To evidence this please include examples of how you have delivered this previously.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	12% / 12 marks



	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
5	<p>How will you ensure that people of all backgrounds seeking accommodation will have sufficient and appropriate information and support to help them to identify potentially suitable properties without further input from either the Council or other funded services?</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	8% / 8 marks

	<p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
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6	<p data-bbox="263 889 1260 952">How many new units of private rented sector accommodation do you plan to bring forward and how will you do this?</p> 	12% / 12 marks



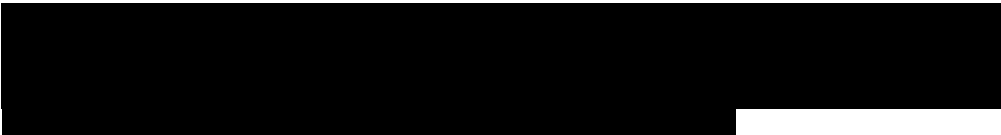

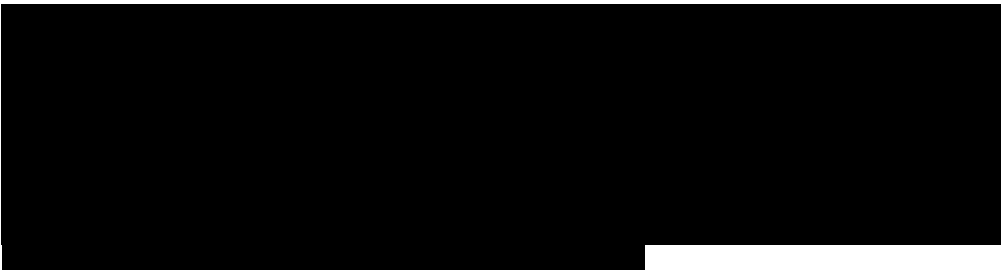
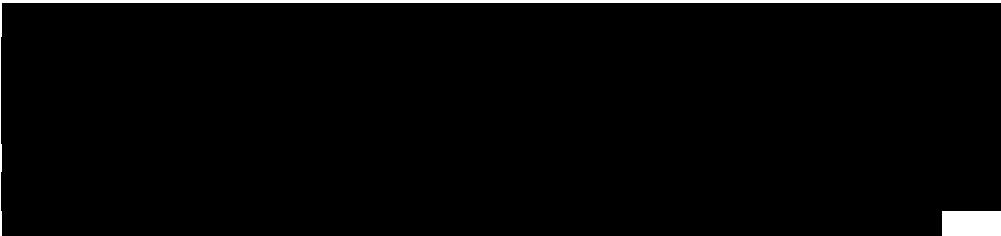
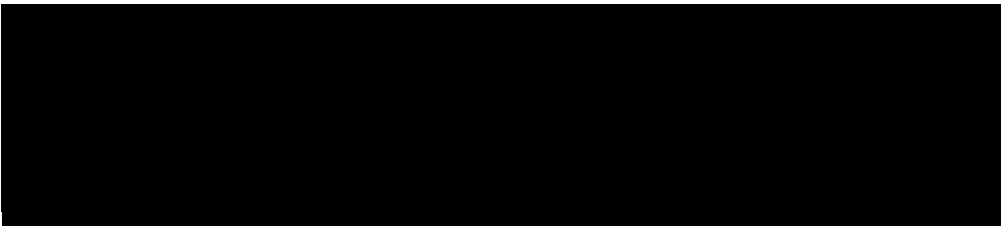
	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted]	
7	<p>How will you ensure that private rented sector accommodation made available through this contract is decent, appropriate, energy efficient and affordable and that local supply chains are supported through the maintenance, upkeep and repairs?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted]	12% / 12 marks

	<ul style="list-style-type: none">█ [REDACTED]█ [REDACTED]█ [REDACTED]█ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">█ [REDACTED]█ [REDACTED]█ [REDACTED]█ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">█ [REDACTED]	
8	<p>Please describe how you will ensure and demonstrate the quality of your services and that they continue to meet the needs of the target client groups.</p> <p>[REDACTED]</p>	8% / 8 marks

		
9	<p>How will you ensure that your services are aligned to relevant national and local strategies and how will you contribute to the ongoing development of local housing advice, homelessness prevention and other relevant services?</p> 	8% / 8 marks

	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]	
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	<p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]	
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10	<p data-bbox="263 353 1268 488">What mechanisms will you use to demonstrate and report on delivery of outcomes as described in section 3 of the specification? Please include sample reporting documentation and explain future planned developments in this area if not in place by the start of this contract.</p>      	8% / 8 marks

commercial info

	[REDACTED]	
	[REDACTED]	



personal & commercial info

██████████
Managing Director
Shropshire Housing Alliance
11 Bellstone
SHREWSBURY
SY1 1HU

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 26th August 2014

My Ref:

Your Ref:

Dear Mark

DMC113 – Homelessness Prevention & Private Rented Sector Accommodation Scheme

SHROPSHIRE COUNCIL

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 of the above contract as set out in your recent tender, subject to finalisation of the contractual details.

The award criteria for this contract was set out in full in Invitation to Tender with Quality accounting for 100% of the total marks.

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

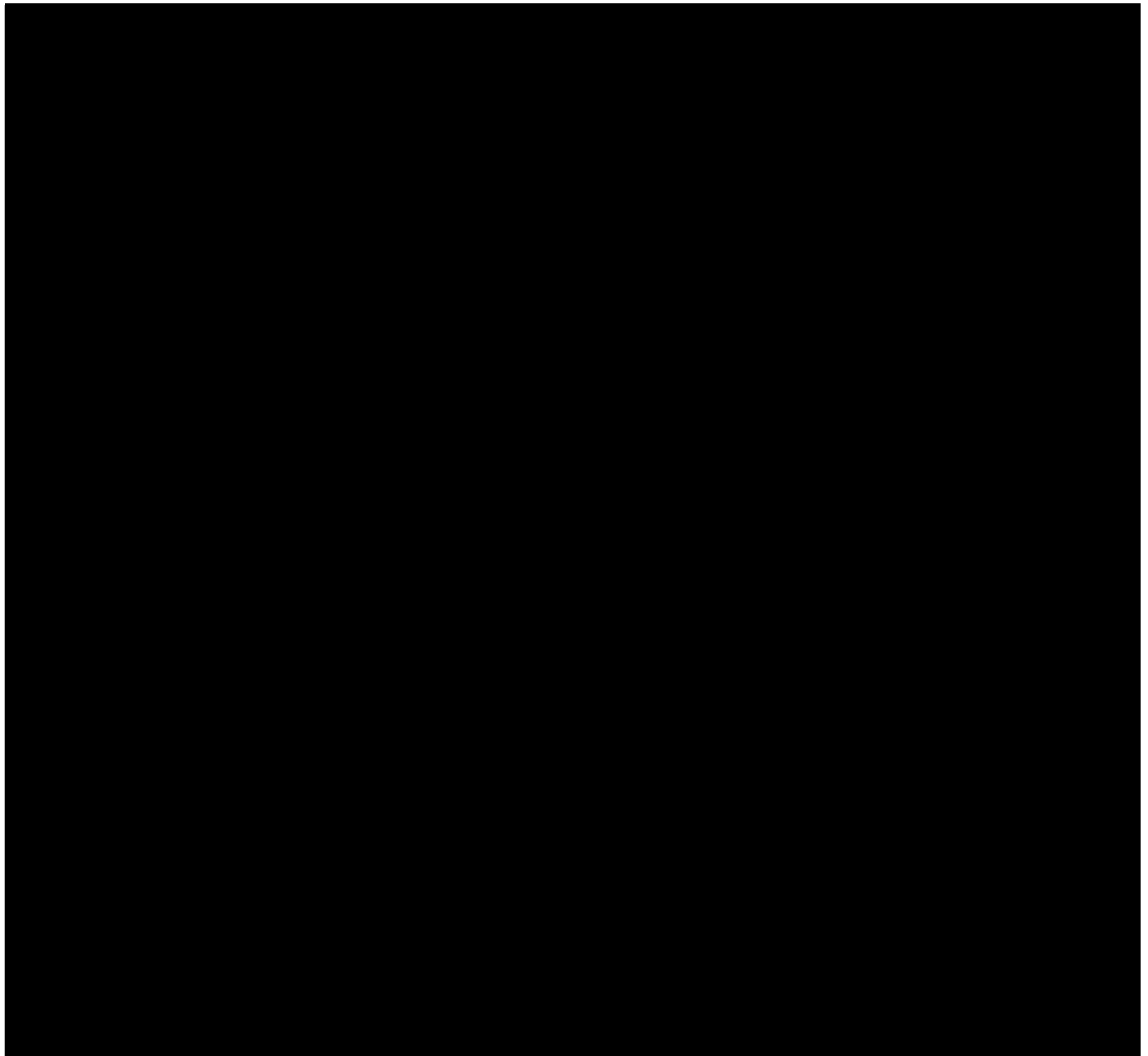
Criteria	Your Score
Quality (out of 100 marks)	██████
Overall (out of 100 marks)	██████

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

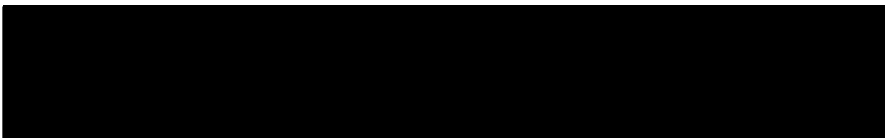
No.	Question	Mark (out of 10)	Weighted Mark	Comment
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commercial & personal info

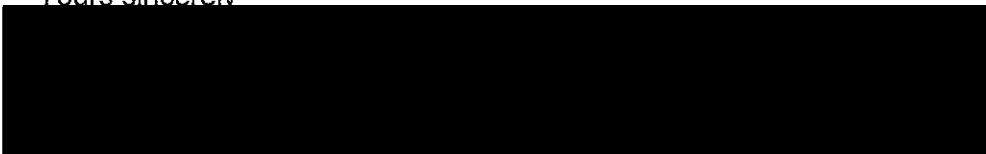


We would like to meet with you shortly to discuss the points noted in the above table as follows:



In the meantime we will prepare the contract documentation.

Yours sincerely



Shropshire Council

Tel: 01743 253785

Email: 