**INVITATION TO TENDER**

For the provision of Community Based Volunteer Services: Edge of Care and Early Help

**Contract Ref TD1317 (DN321688)**

Issue Date: 8 February 2018

Return Date: 5 March 2018

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# SECTION 1 - GLOSSARY OF KEY TERMS

Detailed descriptions of the proposed new contract, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in the enclosed Conditions of Contract. For Tenderers’ convenience, however, the following key terms, which are used throughout this documentation, are defined thus:

|  |  |
| --- | --- |
| **Agreement** | means the agreement entered into between Derby City Council and the Service Provider embodying the Conditions of Contract, Conditions of Tender and the Specification. |
| **Charges** | means the Charges which shall become due and payable by the Council to the Service Provider in respect of the Services in accordance with the provisions of this Agreement. |
| **Commencement Date** | means 1st April 2018 |
| **Conditions of Contract** | means the Conditions of Contract including the schedules and appendices referred to within **Section 15**.**.** |
| **Contract Term** | means the period of time for which the Service Provider enters into an Agreement with Derby City Council for the provision of Services. |
| **Council** | means the public sector Contracting Authority, Derby City Council or anyone acting on behalf of the Contracting Council, that is seeking to invite suitable Service Providers to participate in this procurement process. |
| **Initial Term** | means the period of two years from the Commencement Date. |
| **Invitation to Tender** | means the Invitation to Tender document inviting the suitable Service Providers to participate in this procurement process. |
| **Management Information** | means files, usage records, changing information, and such other management information, as the Service Provider is obliged to provide to Derby City Council or the Customer(s) in accordance with **SECTION 3** of this Invitation to Tender. |
| **Pricing Schedule** | means the Charges detailed in the Tenderers’ tender response document in Section 9. |
| **Service User** | The individual/end user of the Service provision provided directly by the Service Provider, including potential Service Users (also referred to as children, young people, families, individuals). |
| **Services** | means the Services as described in the Specification, or the Services defined or reasonably implied by the documentation by means of which the Service Provider is engaged by the Customer. |
| **SMEs** | means small and medium enterprises. |
| **Specification** | means the detailed description of Services required by the Council in **Section 3.** |
| **Service Provider** | An economic operator which is a legal entity responding to the Invitation to Tender. The term ‘Service Provider’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a sole trader, registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; partnership, incorporated company, co-operative and consortia, or other form of entity.  In the context of specific Services provided under this Agreement the’ Service Provider’ is the successful Tenderer engaged by the Council to provide Services |
| **Service Provider Personnel** | means all employees, staff, other workers, agents and consultants of the Service Provider and of any Sub-Contractors who are engaged in the provision of the Services from time to time |
| **Tenderer / Tenderers** | means an organisation submitting a tender to Derby City Council. |

# SECTION 2 - PREAMBLE

## INTRODUCTION

* + 1. Derby City Council has established a programme to deliver significant procurement savings over the next three years. The Council's Central Procurement Team has implemented a Category Management strategy, to support the Council’s corporate aims and objectives and support the delivery of service specific and across directorate procurement opportunities.
    2. The Procurement Team has the following priorities:
* **Delivery of year on year financial efficiencies, but not at the cost of quality**
* **A thriving sustainable economy**
* **Good quality services that meet local needs**
* **Embracing and promoting ethical and sustainable procurement**
  + 1. Potential Service Providers to Derby City Council should be aware that these priorities are at the centre of everything we do. It is expected that each and every contract that we enter into will make a contribution towards these objectives.
    2. A Category Management approach has been established in order to leverage the combined spend of the Council’s Directorates; this is currently at around £200m per annum. Through Category Management, we aim to secure all the benefits of collaboration which include economies of scale, customer-focused outcomes and improved quality, standardisation of requirements, savings and efficiencies and more sustainable procurement.
    3. Service Providers responding to any contract opportunity advertised by Derby City Council should carefully consider how their response can align with our priority areas. As a minimum, we expect our Service Providers to respond with market-leading pricing structures which reflect the considerable scope of the commercial opportunities we offer. Additionally, wherever there is an opportunity for a sustainable solution, Service Providers are strongly encouraged to offer such solutions where permitted within the scope of the individual contract requirements.
    4. Service Providers should also treat this contract as a ‘one-shot’ opportunity, Service Providers should always treat their tender submission as a “best and final offer” process.

## GENERAL REQUIREMENTS

* + 1. Tenders are invited for the provision of Community Based Volunteer Services: Edge of Care and Early Help. The successful Service Provider will be responsible for providing these, liaising closely with the Contract Manager Sophie Pickles.
    2. The Council’s detailed requirements are defined in the Specification at **SECTION 3.**

## BACKGROUND

**2.3.1 Overall aims of the Service**

Derby City Council is looking to procure an innovative community based service to support children, young people and families (the Service Users). The overall aim of the service is to safely prevent entry to and reduce the number of children and young people entering care within Derby City. The service will help maintain, where possible, children and young people within their families. The service will work using strengths based methods with families to enable them to build on their skills and develop their own strategies to manage difficulties; enabling them to manage difficult periods in their lives.

This community based approach is to support children, young people and their families to develop skills and coping mechanisms to increase positive family functioning, and build family resilience.

The Service Provider will work with families with multiple and complex needs, including; poor school attendance/attainment, unemployment, involvement in crime or Anti-Social Behaviour, domestic abuse, health issues and children who need help and those experiencing or at risk of experiencing neglect. The Service Provider will work with families to enable them to build upon their strengths and develop strategies to prevent family breakdown.

## AGREEMENT DURATION

* + 1. The initial contract period is two years; the contract is estimated to commence 1st April 2018 and expire 31st March 2020.

## AGREEMENT EXTENSION

* + 1. There will be an option to extend the contract for a further two years in annual increments, subject to satisfactory performance and business needs. Maximum contract period is four years.

## BUDGET

* + 1. There is a maximum budget of £75,000 per year.
  1. **THE TRANSFER OF UNDERTAKINGS REGULATIONS 2006 (TUPE)**
     1. The retendering of this contract may give rise to a possible presumption that the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) 2006 regulations may apply in the event of this contract being awarded to a new provider.
     2. The base data of staff that may transfer is detailed at **Appendix Six**.
     3. However, the Council provides no warranty about the accuracy of this information or the actual legal position and therefore makes no representations about the applications of TUPE. Tenderers are advised to make their own enquiries by seeking independent professional legal advice on the consequences for them if they are the successful tenderer and the TUPE regulations do apply.

# SECTION 3 - SPECIFICATION

## 3.1 INTRODUCTION AND CONTEXT

**3.1.1 Introduction and Aim**

This section sets out the Service Specification relating to the provision of Community Based Volunteer Service: Edge of Care and Early Help, for families in Derby who are experiencing difficulties. It describes the key features of the service required and should be read in conjunction with the Service Agreement.

Derby City Council (the Council) is looking to procure an innovative community volunteer based edge of care and early help Service to support children, young people and families (the Service Users). The overall aim of the Service is to safely prevent entry to and reduce the number of children and young people entering care within Derby City. The Service will help maintain, where possible, children and young people within their families. The Service will work using strengths based methods with families to enable them to build on their skills and develop their own strategies to manage difficulties; enabling them to manage difficult periods in their lives.

The Service Provider will be required to service the following annual minimum requirements:

* 55 families and,
* 270 bed nights.

**3.1.2 Evidence Base and Definitions**

Community Based Volunteer Service: Edge of Care and Early Help

The Community Based Volunteer Service: Edge of Care and Early Help, can be defined as a system of provision that builds not only on the strengths of the child and family, but also on the strengths of the community where that family lives. Providing community-based services means having high quality services accessible to families in the least restrictive setting possible (Child Welfare Information Gateway, 2018). The Service will provide a sustainable model of support for families in Derby

Volunteer Projects

The Institute of Voluntary Action Research (IVAR, 2016) following an evidence review, which explored how volunteering, peer support and ‘community champions’ projects supported child development outcomes; suggest that volunteer projects can contribute positively to outcomes for families. They explain that the experiences of adults during pregnancy and children between 0-3 can be improved by volunteer services in ways that are distinct from, but complementary to, professional support. The review denotes that projects can build relationships of trust and equality with parents; reach and be accepted by parents who do not engage with other services; and help to create the conditions that can lead to change. No two projects are the same, because it is essential to adapt the volunteer support to local context, to its communities, and to parents.

It is expected that this new service will consider the following six principles:

1. **Strengths-based**: with an emphasis on empowering parents to gain the information, confidence and skills they need to find solutions and become the best parents they can be.
2. **Relationship-based**: developing trust between everyone that is involved − parents, volunteers, coordinators and local professionals.
3. **Reciprocal**: ensuring that everyone affected by the project feels their voice is heard and that they contribute to and benefit from being a part of the project.
4. **Evidence-based but adaptive**: rooted in evidence of what works, based on a theory of change and constantly reflecting, and prepared to innovate and adapt to local context.
5. **Collaborative**: aware of the distinctive roles of professional and volunteer support and working cooperatively with local professionals.
6. **Clear about parameters**: the aims and the boundaries of the volunteer projects are clearly articulated and understood by parents, professionals and commissioners (IVAR), pg. 4, 2016).

The IVAR (2016) also suggest that volunteer projects should:

* Have a thorough understanding of any project co-ordination roles,
* Fully cost projects so that they can provide a proper operational base,
* Ensure strong leadership,
* Be realistic about timescales and,
* Ensure that leadership models the principles of the project.

Early Help:

Early Help in Derby is focused on supporting vulnerable families where there is a need for coordinated support from agencies to prevent issues escalating to the point where families may require statutory Social Care services (Derby City Council, 2018).

Early Intervention:

The Early Intervention Foundation (EIF, 2018) suggests that early intervention supports families to find resolutions to issues before they become more difficult to reverse.

Edge of Care:

Edge of Care support, provided to families has a specific focus on minimising the need for children to become looked after, by supporting families to stay together where it is in the child’s best interests and wherever it is safe to do so (Reading Borough Council, 2012).

Strengths Based Approach:

Strengths-based practice is defined by the Care Act 2014 as a collaborative process between the person supported by services and those supporting them, assisting them to work together to determine an outcome that draws on a person’s strengths and assets. As such, it concerns itself principally with the quality of the relationship that develops between those providing and those being supported, as well as the elements that the person seeking support brings to the process. Working in a collaborative way promotes the opportunity for individuals to be co-producers of services and support rather than solely consumers of those services.

Bed Nights:

For the purpose of this specification a bed night is defined as a period of time where a child or young person resides overnight with a host. The overnight time period is not specific; however, should not exceed 28 days in any 12 month period per child.

**3.1.3 Relevant Legislation, Policy and Guidance**

The Service Provider should act in accordance with:

* The Data Protection Act 1998,
* The General Data Protection Regulation (GDPR) 2016,
* The Children Act 1989 (amended 2004),
* Safeguarding Vulnerable Groups Act 2006,
* Every Child Matters 2003,
* Working Together 2015,
* The Equality Act 2010,
* Health and Safety at Work Act 1974,
* Employment and Equal Opportunities Legislation (including Race Relations Act)
* And any other relevant legislation, policy and/or guidance that comes into force during the life of the contract.

The Service Provider will acknowledge and understand the Council’s duties under section 26 and 29 of the Counter Terrorism and Security Act 2015 and shall co-operate and provide all necessary assistance to the Council to enable it to comply with such duties. For the avoidance of doubt no provision of this agreement (including but not limited to clauses 24 (Data Protection) and 25 (Confidentiality) shall prevent the Service Provider from sharing all relevant information pertinent to the prevention of terrorism and/or radicalisation of vulnerable people with the Council.

**3.1.4 Purpose**

The purpose of this Community Based Volunteer Service: Edge of Care and Early Help initiative is to provide an evidence-based, crisis intervention model which will strengthen Derby City Councils' Edge of Care interventions and provide direct support to children and young people and their families, usually over a period up to six months. The aim is to support families to make significant, positive changes by facilitating the growth and development of problem solving skills, building resilience and achieving positive, sustainable change by building on each family’s strengths, enabling access to resources within their local community and introducing and strengthening current coping strategies.

Widespread recognition and research shows that it is better to identify problems early and intervene effectively to prevent escalation than to respond only when the difficulty has become so acute as to demand action, such as neglect or family breakdown, when the young person may need to be taken into care.

Derby City Council therefore wishes to work in partnership with providers in delivering a quick response to children and families in crisis to ensure that help is provided as soon as possible; addressing and overcoming the difficulties that have led to the family being at risk of breakdown, and prevent further escalation and referral to care proceedings.

## 3.2 CORE SERVICE REQUIREMENTS

Derby City Council is seeking a Service Provider of community based family support.

**3.2.1 Overall aims of the Service**

The overall aim of this community based approach is to support children, young people and their families to develop skills and coping mechanisms to increase positive family functioning, and build family resilience.

The Service Provider will work with families with multiple and complex needs, including; poor school attendance/attainment, unemployment, involvement in crime or anti-social behaviour, domestic abuse, health issues and children who need help and those experiencing or at risk of experiencing neglect. The Service Provider will work with families to enable them to build upon their strengths and develop strategies to prevent breakdown.

It is anticipated that existing services would end on 31 March 2018 and this new service will be in place on 1 April 2018. The transition period to a new provider would be decided on a case by case basis with the family receiving support, the previous provider and with consideration to the mobilisation plan submitted as part of this tender.

**3.2.2 Approach**

The Community Based Volunteer Service: Edge of Care and Early Help service will provide direct support usually for up to a period of six months and will include:

* Safe, short stay host accommodation for children, typically for a couple of nights to a couple of weeks, but can be up to a maximum of 28 days in any 12 month period,
* Befriending support for parents/carers,
* Resources to help make the family home a healthy environment e.g. donations of goods and services,
* Provision of volunteer family support,
* Provision of suitable registered professional to oversee the intervention,
* Support families to access sustainable support within their community.

Examples of situations where the Community Based Volunteer Service: Edge of Care and Early Help service might be able to provide help are:

* Supporting children and families where children are stepping down from looked after status,
* Supporting parents of young children in challenging circumstances;
* Supporting parents experiencing or having experienced domestic abuse;
* Supporting teenage parents;
* Short term hospitalisation of a primary/lone carer of children;
* Situations where a parent or carer is at risk of, or is in receipt of custody services,
* Where parents and carers have mental health needs;
* Where grandparents care for grandchildren under a Residence Order;
* To support children, young people and families where there are Child Protection plans in place.

**3.2.3 Objectives**

* To provide community family support services to Derby City families who may have multiple and complex needs;
* To ensure that the service delivered is effective, of exceptional quality and value for money.
* To fully include the voice of children, young people and their families in decisions relating to the services being provided.
* To ensure that Personnel and any volunteers are appropriately matched to families and able to meet their individual family needs.

**3.2.4 Expected Outcomes**

The overarching strategic outcomes for Derby City Children and Young People are to:

* Be happy, healthy and safe with good relationships;
* Be informed about the choices they have available;
* Feel involved in setting their own goals and types of support;
* Be able to access the right support at the right time;
* Live independently and achieve their full potential.

## 3.3 THE TRANSFER OF UNDERTAKINGS REGULATIONS 2006 (TUPE)

The retendering of this contract may give rise to a possible presumption that the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) 2006 regulations may apply in the event of this contract being awarded to a new Provider.

However no current employees of the Council or NHS have been identified for transfer. The view therefore of the Council is that it is a contractor to contractor TUPE transfer.

The base data of Personnel that may transfer is detailed at Appendix Six

The Council is unable to confirm if TUPE applies. It is up to the potential Service Providers to review the information provider by the current Service Provider to ascertain if TUPE applies. The Council provides no warranty about the accuracy of this information or the actual legal position and therefore makes no representations about the applications of TUPE. Tenderers are advised to make their own enquiries by seeking independent professional legal advice on the consequences for them if they are the successful tenderer and the TUPE regulations do apply.

## 3.4 IMPLEMENTATION/CONTRACT TIMETABLE

The implementation period will start once the contract has been awarded to the successful Service Provider. This will include meetings with the Service Provider to discuss the plan to implement services with Derby City and out of area where appropriate to ensure the service go live date of 1st April 2018.

The initial contract period is two years with the option a further two 12 month extensions.

**3.5 SERVICE DELIVERY/SERVICE MODEL**

**3.5.1 Accessing the Service**

Families who may wish to access the Community Based Volunteer Service: Edge of Care and Early Help will be identified by the Council, in partnership with children, young people and their families.

This community based Service will support families who are in need of ‘Early Help’, where problems are ‘emerging or escalating’ and families where there is a risk of the child(ren) entering longer term care, by providing timely support at a time of crisis. Support will be provided for families where there is at least one child between 0-16 years, to ensure effective Edge of Care support to 10-15 year olds; who are currently Derby City Council’s highest Looked After Children (LAC) Group.

**3.5.2 Service Delivery**

The Service will be available as required 7 days a week to deliver direct support to young people aged 0-16 and their families.

The provider will offer emergency out of hour’s support system for young people and families to contact in emergency, this will operate from normal office closing times to normal office opening times.

The Service will offer emergency contacts out of hours for circumstances when overnight hosting is required between 22.00 – 09.00 hours. Service Providers will be expected to ensure that these numbers are available from the start date of the contract.

The Service Provider will retain responsibility for ensuring that the appropriate travel arrangements and transport processes are in place to support access for families. Transport will not be provided or arranged by the Council.

**3.5.3 Service Approach**

The Council will:

* Identify a nominated manager for the Service who will act as a point of contact and to resolve any service development, prioritisation and communication issues that may arise;
* Have a clear Service access process in place;
* Involve the Service Provider in regular contract management meetings;
* Support volunteer training in relation to local Safeguarding practice by involvement in existing multi agency training via the Safeguarding Board or provide a suitable alternative, which has been agreed by the DSCB;
* Ensure appropriate data sharing in line with the Data Protection Act, GDPR and information sharing protocols and secure electronic date sharing;
* Monitor the contract to ensure the service is meeting outcomes for all children and families who require a service.

The Service Provider will:

* Work in conjunction with the lead worker/ volunteer to support each family to to achieve their outcomes;
* Ensure that highlighted outcomes will be included in a plan and communicated with the Council;
* Be able to respond to changes in demand for service provision on the request of the Council;
* Plans will be undertaken in conjunction with the lead worker and families and be available to all parties, including when they are reviewed;
* Have robust support access process in place collating the required information as agreed with the Council’s nominated manager;
* Provide managerial support and training to all Personnel and volunteers;
* Develop and maintain a professional relationship with the Council’s nominated manager in the Children and Young People’s Department;
* Use the service user feedback and information to inform service improvement and development;
* Ensure that robust data protection systems are in place to support the receipt of family information.

**3.5.4 Communication**

The Service Provider will:

* Ensure that communication occurs regularly with all parties involved and those families and carers are involved where appropriate.

**3.5.5 Consultation and Feedback**

The Service Provider will:

* Develop and implement a meaningful way to consult with young people and families;
* Demonstrate that the outcomes of such consultation and feedback have been considered by the Service Provider and relevant improvements/changes made as a result;
* Show that it communicates effectively and regularly with Personnel, volunteers and Service Users;
* Demonstrate consultation with purchasers and outside agencies about the provision being delivered to each young person.

## 3.6 WORKING METHODS AND CODES OF PRACTISES

**3.6.1 Service Providers Personnel**

The Service Provider shall maintain a level of Personnel, including where volunteers are used, which shall enable the delivery of the Service in accordance with the values and principles outlined in the specification and in accordance with family outcomes and person centred support plans, this shall include administrative support. The Service Provider shall ensure there is a sufficient reserve of Personnel to cover for absences due to sickness, holidays etc.

Personnel ratios will be appropriate to the numbers and needs of families and as required for the activity being delivered.

A key element of this service is to build not only on the strengths of the child and family, but also on the strengths of the community where that family lives. Personnel or volunteers who are matched with families must be resident in Derby, or live within a suitable distance so that they can be accessed easily by families. Should a family move out of Derby exit strategies and sustainability plans should be in place to support the family in their new community.

**3.6.2 Service Provider personnel Understanding and Relationship Building**

The Service Provider will ensure that in the delivery of this Service their Personnel and volunteers:

* Are able to quickly establish good relationships with families, within appropriate boundaries;
* Are able to offer a range of support, including emotional, social and practical;
* Are approachable and able to respond to diverse needs.

**3.6.3 Equality Issues**

It is the responsibility of the Service Provider to actively meet the requirements of the Equality Act 2010 and Derby City Council (DCC) responsibilities under the Public Sector Equality Duty by paying due regard to:

* eliminating discrimination, harassment, and victimisation and any other conduct that is prohibited by the Equality Act,
* advance equality of opportunity,
* foster good relations between people who share a relevant protected characteristic and those who don’t.

Having due regard means the Service Provider needs to:

* remove or minimise disadvantages suffered by people due to their protected characteristics,
* take steps to meet the needs of people with certain protected characteristics where these are different to the needs of other people,
* encourage people with certain characteristics to participate in public life or in other activities where the participation is disproportionately low.

DCC also expect the Service Provider to:

* capture effective data collection on employees and service users and analyse these statistics,
* produce equality impact assessments on policies, procedures and services that may have an impact on service users or the service as a whole,
* provide one or more equality objectives at least every four years.

The Duty and this specification requires the Service Provider take into account disabled people’s impairments, when making decisions about policies and services, as the law recognises that disabled people’s needs may be different from the needs of non-disabled people. This might mean making reasonable adjustments or treating disabled people better than non-disabled people to meet their needs.

The Service Provider should have a clear published plan of action to achieve the equality principles in the equality duties.

Equality Impact Assessment (EIA) must be undertaken and documented as part of any service review process or if any change is made to the provision of the Service which could impact on those in receipt of the Service.

All Personnel employed by this Service should recognise and respect the diversity of Service Users identities in accordance with legislation and local and national good practice.

All Personnel and volunteers employed by the Service Provider will recognise and respect the religious, cultural and social backgrounds of service users in accordance with legislation and local and national good practice.

The Service Provider will ensure that it has access to appropriate translation services/resources to enable equity of access and understanding.

The Service Provider will recognise and make provision for cultural and religious needs such as prayer time and specific food preparation (eg Halal).

The recruitment of volunteers will centre on the aforesaid requirements.

**3.6.4 Sub-contractors and Personnel**

No sub-contractors will provide any element of this Service unless agreed in writing by the Council prior to the sub-contractor starting work.

The Service Provider will notify the Council of any sub-contractor currently delivering any part of this Service on its behalf detailing individually the name of the subcontractor organisation, the percentage of service being delivered and its cost. The Service Provider shall furnish a statement of how its Personnel structure will be made up in relation to employees; agents or consultants; and volunteers.

**3.6.5 Service User and Carer Information**

The Service Provider will produce and provide relevant information for Service Users and carers accessing the Service in a format which is acceptable to such Service Users and carers and send this securely in an electronic format to the Council for information on the service.

Information will include the Service Provider’s complaints procedure, consultation and feedback processes and contact details.

**3.6.6 Protection of Children, Young People and Vulnerable Adults**

Where the Service involves working with children and young people under 18, the Service Provider must take all reasonable and thorough steps, including Disclosure and Barring Service)/ including Protection of Children Act and Protection of Vulnerable Adults list checks are undertaken by the DBS or its successor body, to make sure that:

* Everyone who is likely to live or work at the premises where the Service is to be provided, and those delivering the Service by outreach or hosting are fit to be in the proximity of and provide care for children and/or young people.  For this purpose, “work” includes voluntary work and children and young people residing at host properties;
* The premises in which the Service is to be provided are fit for children and/or young people;
* The Service Provider has complied with all requirements for registration under the Children Act 1989.

The Service Provider must follow any advice given by the Council in relation to the paid or voluntary employment of anyone who appears to be unsuitable for work with children and/or young people.

The Service Provider must ensure that appropriate procedures are in place to ensure that Personnel and volunteers report, and deal appropriately, with allegations or concerns about vulnerable service users.

Service Providers working with children must adopt the Derby and Derbyshire Safeguarding Children procedures. This means that any concerns or alerts have to be notified to the Council the same day. These procedures can be found at:

[www.derbyscb.org.uk](http://www.derbyscb.org.uk)

[www.derbyshirescb.org.uk/](http://www.derbyshirescb.org.uk/)

The Service Provider must have any procedures and processes deemed as compliant by the Derby and Derbyshire Safeguarding Childrens board, no later than two months after contract award.

## 3.7 QUALITY AND PERFORMANCE STANDARDS

Service Providers will be sent sufficient information securely and electronically using Egress. This information will highlight the support that each family requires and referrals will be sent securely each week, on a day to be agreed. Service providers will receive the following information:

* Family contact information;
* Referring professional details;
* Information regarding the support required.

It is essential that the Service Provider is able to provide a Service that is flexible and responsive to the needs of families who require support.

**3.7.1 Outcomes / Deliverables**

The Service Provider will be required to:

* Contact each family and their referring worker within two working days of receiving a completed referral form and supplementary information.
* Arrange to meet with families where the referral has been accepted within 5 working days after initial contact;
* Provide support to families within 2 weeks of the referral date (except when emergency support is required);
* Provide a number of Community Based Volunteer Service: Edge of Care and Early Help interventions to meet Service outcomes;
* Attend contract review meetings as determined by the Priority Families and Early Help Commissioning Manager or an appropriate representative;
* Provide such information and evidence as may be required to ensure that the Agreement is being implemented.

## 3.8 PERFORMANCE TARGETS

The Service Provider will be required to collect and report quantitative and qualitative monitoring data analysing performance on a quarterly basis, which will be used to:

* Review performance;
* Adjust Service provision;
* Consider an annual report of the Service to review the specification and Agreement taking into account outcome measures.

|  |  |  |
| --- | --- | --- |
| **Outcome** | **Measure** | **Report Frequency** |
| Parents and Young People involved in Crime and Anti-Social Behaviour | Reduction in ASB incidents across the family and/or reduction of severity or frequencies of offences | Quarterly |
| Children who have not been attending school regularly | Improved attainment and attendance at school | Quarterly |
| Children who need help | Reduce escalation of need and/or reduce the flow of children into care by 10 per cent | Quarterly |
| Adults out of work or at risk of financial exclusion, and young people at high risk of worklessness | Adults in employment or making progress and/or Young people in education, employment or training | Quarterly |
| Families affected by domestic violence and abuse | Improved safety and resilience of family | Quarterly |
| Parents and children with a range of health problems | Better child mental health and reduced parental anxiety for those supported | Quarterly |

## 3.9 REPORTING / CONTRACT MONITORING

**3.9.1 Monitoring and Reporting**

The Service Provider will:

* Monitor and evaluate its Services on a regular basis. Service review will include work with children and young people, parents/carers and operational Personnel; using a range of methods such as questionnaires, evaluation forms, focus groups and peer evaluation;
* Develop a data collection system based on the performance information outlines;
* Report any issues to the Council’s nominated manager that impact on the agreed Service delivery.

The Council’s nominated Manager will:

* Report any difficulties to the Service Provider in the contract performance;
* Be available for consultation on specific issues as they arise.

**3.9.2 Provider Meetings and Quality Visits**

The Service Provider will be required to attend Quarterly Contract Monitoring Meetings to discuss general contractual and operational issues and more specific issues and individual cases.

## 3.10 BUSINESS PROCESSES

**3.10.1 Recruitment**

The Service Provider shall have in place a rigorous recruitment and selection process that shall ensure:

* application forms and job descriptions are used during the recruitment process;
* all potential applicants complete a declaration giving full details of current and spent convictions;
* the interview process determines whether the applicant meets the essential criteria for the post as a minimum;
* at least 2 written satisfactory references are taken up prior to employment. One reference will be from the present or last employer;
* all attempts are made to validate the full employment history of the applicant;
* Disclosure and Barring Service)/ including Protection of Children Act and Protection of Vulnerable Adults list checks are undertaken by the DBS or its successor body;
* Personnel have a clear contract of employment or terms of service/role specifying (in the case of employment) conditions of service, including sick pay, holiday pay, agreed hours of work, whether work is guaranteed and a written job description (and the equivalent for other categories of Personnel;
* any member of Personnel with a declared conviction is not assigned to any child/young person until the Service Provider has obtained approval (or not) from the Council;
* that, where the Council requires it, it will remove employee member of Personnel immediately from the provision of Service where it is felt that there is a potential risk of abuse to the individual, or actual abuse of the individual.

**3.10.2** **Risk Management and Capacity**

The Service Provider shall ensure that full and comprehensive risk assessments take place where required or needed and that a system is in place to review all such assessments in a planned way. The Service Provider’s Personnel shall be trained in order to recognise situations where a risk assessment or a capacity assessment is required, or may need to be reviewed. Significant changes in an individual’s circumstances shall be reported to the purchaser (and the Social Worker) involved by the Service Provider to ensure that safe support arrangements are reviewed and maintained.

The Service Provider shall work with professionals and experts as required.

**3.10.3 Quality Assurance**

The Service Provider is required to have in place and to operate an effective quality assurance system for ensuring the quality of the Services provided and to take any action necessary if the service falls below the standards identified.

Additionally the Service Provider shall make available to the Council information to enable the purchaser to complete quality assurance and contract compliance work to ensure the Service Provider continues to provide best value Service provision.

**3.10.4 Confidentiality**

The Service Provider will communicate closely with referrers and those to achieve high Service satisfaction and informed decision making whilst recognising the right to confidentiality.

People have a general right to independence, choice and self-determination including control over information about themselves. In the context of adult safeguarding these rights can be overridden in certain circumstances.

Emergency or life-threatening situations may warrant the sharing of relevant information with the relevant emergency services without informed consent. The Service Provider and any associated organisations will sign up to Data Processing Agreements as part of the pre-contract/contract initiation period.

The law does not prevent the sharing of sensitive, personal information within organisations. If the information is confidential, but there is a safeguarding concern, sharing it may be justified.

The Service Provider and its Personnel shall comply with the Data Protection Act 1998, the forthcoming General Data Protection Regulations 2016 and article 8 of the Human Rights Act (the right to privacy) and any subsequent legislation that is applicable during the course of the Contract.

As a minimum this means:

• People are informed of how their personal data will be processed;

• Personnel will not share information about individuals outside of the workplace;

• Records will be accurate and kept up to date;

• People will have a right to access to information held about them;

• Personal data will be kept secure at all times;

• Any disclosure of personal information must be done securely;

• Personal data will not be collected that is not required for the provision of the Service.

The Service Provider shall have a Data Protection policy that governs conduct of Personnel and how personal data is kept secure.

The Service Provider will ensure that the Personnel who provide this Service are aware of their responsibilities under the Data Protection Act 1998 and the General Data Protection Regulations 2016.

The Service Provider must therefore ensure signed confidentiality agreements are in place for all members of Personnel working on the contract.

The Service Provider will ensure appropriate security procedures are followed to protect the personally identifiable information belonging to individuals when making referrals or communicating on their behalf.

**3.10.5 Record Keeping**

The Service Provider shall ensure proper records are maintained and made available to the Council, including but not limited to:

* person centred care and support plans;
* risk assessments and capacity assessments;
* preparing reports for and attending Service User reviews;
* Personnel rosters;
* details of all Personnel employed and Personnel changes;
* Personnel records including training and induction;
* records of all accidents/incidents involving Personnel/Service Users with follow up risk assessments and records of actions taken.

## 3.11 PROBLEM SOLVING

The Service Provider will be expected to have a complaints and compliments procedure in place to ensure that complaints are dealt with following process with an outcome.

The Service Provider will be expected to report complaints received to the Council with a report of the investigations and outcomes.

The Council has a complaints process with an issue report form that can be used by the Council’s social care team, young person and the Service Provider.

When an issue is raised we will request an issue report form to be completed for further investigation. This form will be shared with relevant parties.

## 3.12 TRAINING AND MAINTENANCE

**3.12.1 Personnel training, competencies and skills**

The Service Provider will ensure that all Personnel and, where appropriate, volunteers are, on an on-going and evidenced basis, trained and have the necessary skills and competencies and have the necessary experience to safely deliver the Service and associated activities. The Service Provider will ensure that all Personnel and volunteers are trained to understand safeguarding issues in relation to vulnerable young people.

The Service Provider will demonstrate that Personnel have attained or be working towards attainment of any nationally recognised and/or accredited training and/or standard pertinent to the category(ies) of young people that it has identified it will deliver Services to.

All Personnel shall receive individual supervision and participate in regular team meetings. Personnel appraisals shall be carried out annually on all Personnel, which shall identify training needs and address practice issues. Supervision will provide opportunity for Personnel to reflect and learn from experience and identify development needs and level of support required.

## 3.13 REVIEW OF PROCEDURES / CHANGE

The Service specification will stand for the length of the contract; however in extenuating circumstances if the Council is required to change the Service being delivered due to changes in legislation, consultation with the Service Provider will take place with an agreed variation to Services and costs if applicable.

Authorisation for this change will be made by Chief Officers before any variations will be implemented.

All proposed changes will be implemented by the process outlined in clause 17 (Change Control and Continuous Improvement) and Schedule Six in the Terms & Conditions document supplied in Section 15.

## 3.14 IR35 (INTERMEDIARIES LEGISLATION) AMENDMENT FOR OFF-PAYROLL WORKING IN THE PUBLIC SECTOR

The law now requires public sector bodies to decide the employment status of persons they engage to provide Services, or predominantly Services, through an intermediary such as a personal service company or agency.

If the Council decides the engagement is ‘employment’, using the HMRC tool, link below) tax and employees national insurance will be deducted from the Service Providers invoice under PAYE.

<https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

The Council believes that IR35 is not applicable to this requirement. However, if it becomes apparent that there needs to be a review of the employment status of this requirement, then the Service Providers shall co-operate with and assist the Council in reaching a decision if IR35 is applicable, which shall rest with the Council.

## 3.15 INSURANCE

The Service Provider will have the following insurances in place during the performance of the Agreement:

* Employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims
* Public Liability Insurance - £10m for each and every event
* Professional Indemnity Insurance - £5m for each and every event
* Two hundred and fifty thousand pounds (£250,000) in respect of entity defence
* Two hundred and fifty thousand pounds (£250,000) in respect of management liability.

## 3.16 FUNDING

The Service Provider will be paid the budget amount of £75,000. For this they will be required to Service the following minimum requirements:

* 55 families, and
* 270 bed nights

Where the tenderer offers to provide more bed nights and number of families supported than the above then this will be the minimum Service provision requirement.

The Service Provider will invoice the Council on a quarterly basis in arrears.

## 3.17 RISKS / BUSINESS CONTINUITY / EXIT STRATEGY

**3.17.1 Emergency Planning**

The Service Provider shall make arrangements to cover the Service for contracted hours in the event of an internal service failure e.g. staffing difficulties and shall notify the Council immediately of any situation where the Service cannot be provided.

The Service Provider shall also contribute to the Council’s Emergency Planning arrangements, when requested, and use all reasonable endeavours to assist the Council in the event of a major emergency or disaster.

The Service Provider shall also have in place a Business Continuity Plan.

**3.17.2 Exit Strategy**

Towards the end of the contract where there is no extension to the agreement period or a new agreement is let with another organisation the Service Provider will assist as appropriate and in a positive and timely manner in the changeover period to ensure a smooth transition for Service User.

# SECTION 4 - THE PROCUREMENT PROCESS

## PROCEDURE

* + 1. The procurement process adopted by Derby City Council is based on the ‘Open’ tendering procedure. In brief, the process will be as follows
* All organisations expressing an interest in the Tender have been sent an invitation to tender document.
* An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.
* Complete tender returns will initially be evaluated to ensure that all the stated essential qualifying criteria will be met.
* All tender returns which meet the essential qualifying criteria will be evaluated in full against the award criteria – this is explained in further detail on the following pages.

Full instructions on how to prepare and submit your tender are given in **SECTION 5**

## PROCUREMENT TIMETABLE

* + 1. The procurement is intended to follow the timetable below:

**Table One: Procurement Timetable**

|  |  |  |
| --- | --- | --- |
|  | Invitation to Tender Issued | 8 February 2018 |
|  | Deadline for clarification questions | 14:00 on 25 February 2018 |
|  | Circulation of complete list of answers to clarification questions | 26 February 2018 |
|  | **Deadline for Submission of Tenders** | **10:00am on 5 March 2018** |
|  | Evaluation | 5 March 2018 to 15 March 2018. |
|  | Tender Award Notification | 15 March 2018 |
|  | Standstill Period | 16 March 2018 to 26 March 2018 |
|  | Contract Awarded | 2h March 2018 |
|  | Contract Start | 1 April 2018 |

Please note the Council reserves the right to amend this time table and steps 5, 6, 7, 8, and 9 are provided for indicative purposes only. The Council also reserves the right to extend the deadline (step 4) where the Council regards an amendment to the original ITT documents is appropriate and significant. Any such amendment will be notified to all prospective Tenderers. No extension will be provided on a Tenderers request.

## EVALUATION OF TENDERS

* + 1. An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.
    2. There will be two principal stages to the evaluation of tenders, called **‘qualifying’** and **‘award’.** The ‘qualifying’ stage is intended to assess organisations’ general suitability and capability as potential Service Providers. Those offers that meet the minimum standards and so ‘pass’ the qualifying criteria will then proceed to the second, ‘award’ stage of the evaluation. This stage is designed to assess the merits of each bid, based upon Tenderers’ Service delivery proposals.
    3. Tenderers that do not pass the ‘qualifying’ stage in the process will not proceed to the second, ‘award’ stage, and will not therefore be considered further.
    4. In order to be transparent, and in order that Tenderers fully understand how their tender submission will be evaluated, full details of these two stages are described below**. Should any Tenderer not understand any element, they should contact Derby City Council using the *Messaging* function on the e-tendering system.**
    5. The Council reserves the right to evaluate the 'qualifying stage' and the 'award' stage at the same time.
    6. This Service requirement is not split into Lots.
    7. Service Providers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Service Providers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
    8. If a Service Provider fails to provide fully for the requirements of the Specification in the Tender it must either:
       1. absorb the costs of meeting the full requirements of the Specification within its tendered price; or
       2. withdraw its Tender.
    9. The Council will accept the tender which is the most economically advantageous, i.e. a balance between cost and quality.
    10. Throughout the evaluation process, the right is reserved to seek from Tenderers additional information or clarification at any stage, where this is considered necessary to achieve a complete understanding of the bids received. The Service Provider's written response to any Supporting Information required by the Council may be taken into account in the evaluation of competing tenders and which, if approved, will be binding but will not detract from the Specification nor Conditions of Contract.
    11. Tenderers should note that regardless of a bid’s overall merits, in the event evaluating Customers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of Services, then grounds will exist to exclude the bid from further consideration.

**Stage One - Qualifying Criteria**

* + 1. Assessment against qualifying criteria is essentially a pass/fail exercise, designed to ensure that those Tenderers who proceed to 'award' stage of the evaluation are considered suitable for delivering Services to the Council.
    2. The qualifying criteria against which all tenders will initially be assessed relate to the items addressed in the Suitability Assessment Questionnaire section of the Invitation to Tender document **SECTION 7**
    3. The qualifying criteria are essentially the minimum standards which Tenderers should meet or exceed. These minimum standards are set out in table two below, in order that Tenderers can check that that they are likely to meet them

**Table Two: Qualifying Criteria**

|  |  |  |  |
| --- | --- | --- | --- |
| **Suitability (Qualifying) Criteria** | | | **Result** |
| **Compliance of bid with tendering procedure** | | Tenderers must submit a fully compliant tender, complete with a signed Form of Tender and Collusive Tendering Certificate.  A bid that is not fully compliant, or without the declaration certificates appropriately signed will fail. |  |
| **Potential Service Provider Information** | | Completion Required | For information only |
| **Exclusion Grounds** | | Any Tenderer who has been convicted of any of the offences listed in 2.1(a) Exclusion Grounds or who answers ‘Yes’ to question 2.3(a) will fail unless it can be demonstrated that only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. | Pass / Fail |
| **Grounds for Discretionary Exclusion – Part 1** | | Any Tenderer who has answered 'Yes' to questions listed in 3.1 may fail unless the Tenderer can demonstrate it has taken such remedial action, to the satisfaction of the Council in each case. | Pass / Fail |
| **Financial and Economic Standing Instructions** | | Tenderers should self-certify by answering 'yes' to question 4.2 of the suitability questionnaire that they possess the minimum level of economic and financial standing and/or a minimum financial threshold.  A response of ‘yes’ to question 4.2 will require the Tenderer to submit evidence based on one or more of the examples in section 4.1 (a – d).  A response of ‘no’ to question 4.2 will not necessarily preclude Tenderers from bidding for this contract, however the Tenderer will be required to submit evidence based on one or more of the examples in section 4.1 (a – d). The Council reserves the right to request additional information in support of the bid.    Evidence submitted as part of question 4.1 (a – d) will be used to ensure the Tenderer meets the required turnover for the contact, has satisfactory financial and economic standing and does not pose unacceptable financial risk to the Council.  Any Tenderer who answers ‘No’ to question 4.2 (Self Certify) and/or are unable to supply sufficient evidence to demonstrate their financial standing then the Council may consider the financial risk in conjunction with the capability and capacity of the Tenderer and your bid may be rejected. | Pass / Fail |
| **4.1 Financial and Economic Standing Methodology** | | The Council will use the evidence submitted in 4.1(a – d) to access the financial risk following the below methodology: | |
| **Financial and Economic Standing: Turnover** | | Minimum annual turnover set for this contract is £50,000.  Any Tenderer meeting the required turnover must also demonstrate their financial standing via at least one of the below methods.  Any Tenderer that is unable to demonstrate the above level of turnover will not automatically fail, they will then be required to demonstrate their financial standing via at least one of the below methods. | |
| **Financial and Economic Standing: Cash flow assessment** | | If a Tenderer does not have a set of audited accounts, due to it being the first year of operation or it is a start-up organisation, it must submit a cash flow forecast or complete the cash flow forecast template attached in **APPENDIX FIVE**. This will be assessed by the Council’s Financial Team and must be assessed as viable. | |
| **Financial and Economic: Alternative Means** | | If a Tenderer has provided alternative means of demonstrating financial standing by either:   1. A Forecast of turnover for the current year **and a** statement of funding provided by the owners;   **and/or**   1. the bank, charity accrual accounts;   **or**   1. an alternative means of demonstrating financial standing such as:  * Parent company accounts (if applicable see **SECTION 7**) * Deeds of guarantee * Bankers statements and references * Accountants’ references * Management accounts * Financial projections * Details and evidence of previous contracts, including contract values * Capital availability.   This will be assessed by the Council’s Financial Team and must be assessed as viable. | |
| **Financial and Economic Standing: Additional supporting assessment tools** | | The Council may also undertake an external credit check on the Tenderer to establish its financial stability. The report used will be an Equifax Business Information service Full report. Where the independently assessed maximum recommended contract value exceeds the contract value (or states 'all contracts considered) the Tenderer will pass. In the absence of a maximum recommended contract value any organisation rated as “Average risk” or below “Average risk” will pass. This is currently assessed as a ScoreCheck Grade between A+ and D- on the Equifax Business Information Service Full Report)  The contract value threshold to be passed is £50,000 | |
| **Financial and Economic Standing: Additional supporting assessment tools/ratios** | | Any Tenderer rated as “Above Average Risk” (This is currently assessed as a ScoreCheck Grade of 'E' or above on the Equifax Business Information Service Full Report) or 'no rating' from the external credit check from Equifax (as per above) and therefore giving rise to concerns regarding their financial stability will have to pass the below financial test, covering the **last two** financial periods on their balance sheet:   * Return on capital employed of 5% or more * Liquidity ratio 1:1 or above. * Solvency test – a positive net asset position | |
| **5 – Financial and Economic Standing (where part of a wider group)** | | Where a Tenderer has indicated they are part of a wider group at 1.1 (o) provided further details may be requested, if not already provided as part of **4**-**Economic and Financial Standing** , to confirm the parent company’s financial and economic standing, using the methodology stated above in 4.1 Financial Standing and Economic Standing | |
| **6. Technical and Professional Ability** | Provides details of up to three contracts, performed during the past three years, in any combination from either the public or private sector that are relevant to the Council's' requirement. VCSEs may include samples of grant funded work.  Any Tenderers who cannot provide written confirmation of **satisfactory** references (minimum of one) demonstrating their experience in the past three years of **delivering similar requirements** asked for within this specification will fail.  The Council will contact the named contact. The Council will send one reminder to the Service Provider. **If no response is provided within two weeks of initial contact then this will be classed as a fail.** | | Pass/Fail |
| **7. Modern Slavery Act 2015** | Any Tenderer with an annual turnover of £36 million or more must answer questions contained within the Modern Slavery Act 2015 section.  The following will constitute a fail:  • Non Compliance with the annual reporting requirements contained within Section 54 of the Act 2015. | | Pass / Fail |

|  |  |  |
| --- | --- | --- |
| **8. Additional Suitability (Qualifying) Criteria** | | |
| Project Specific questions to assess Technical and Professional Ability – | | |
| **8.1 - Insurance** | Any Tenderer who is unable to self-certify that they already have in place or will commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated below will fail:   * Employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims * Public Liability Insurance - £10m for each and every event * Professional Indemnity Insurance - £5m for each and every event * Two hundred and fifty thousand pounds (£250,000) in respect of entity defence * Two hundred and fifty thousand pounds (£250,000) in respect of management liability | Pass / Fail |
| **8.2 - Safeguarding** | Tenderers must answer all questions contained within the Safeguarding Section.  *The following will constitute a fail:*   1. If your Staff and volunteers in contact with vulnerable adults and children do not have appropriate Disclosure and Barring Service (DBS) (previously Criminal Record Bureau (CRB)) clearance. 2. If your organisation does not have a lead person with responsibility to manage concerns related to Children's and Adult's safeguarding policies 3. For information only 4. If you are unable to adhere to the Council's safeguarding policies for Adults and Children's Services. 5. Failure to agree to have the agreed procedures in place with DSCB within two months will result a fail. | Pass / Fail |
| **8.3 – Information and Data security** | Tenderers must answer all questions contained within the Information and Data Security Section.  The following will constitute a fail:   1. If your organisation does not have processes or policies in place to ensure compliance with the UK's Data Protection legislation and ensure the security personal data in electronic and hard copy forms. 2. If your organisation does not ensure your lead data protection officer and staff receive regular training regarding their responsibilities under the Data protection Act? 3. If your organisation has been involved in a data breach in the past three years and is unable to demonstrate to the Authority that appropriate remedial action has been taken to prevent future occurrences/breaches | Pass / Fail |

|  |  |  |
| --- | --- | --- |
| **8.4 – Compliance with Equality Legislation** | Tenderers may be excluded if they are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Pass / Fail |
| **8.5 – Environmental Management** | The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Pass / Fail |
| **8.6 – Health and Safety** | The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | Pass / Fail |
| **Qualification of offer** | Any Qualification of offer deemed unacceptable by the evaluating officers will lead to failure of the tender. An example of this would be material changes to the terms and conditions, although the Council reserves the right to consider each case on its merits, and assess the risks and implications involved in proceeding.  *Any qualifications of offers deemed unacceptable will be referred to tenderers, who will be given the opportunity to retract the qualification.* | Pass / Fail |

* + 1. Tenderers are advised that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.
    2. Tenderers are further advised that any Agreement(s) resulting from this procurement exercise will be subject to conditions which require the Service Provider, as an employer, to comply with all statutory obligations to Personnel (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

**Stage Two - Award Criteria**

* + 1. Tenderers that meet the qualifying criteria set out above will proceed to be evaluated against the award criteria. One criteria (‘price’ and ‘quality’) will be used to determine the most economically advantageous tender(s). These will carry the following weightings in the evaluation scheme:
* Volume of Service Provision for Fixed Price – 30 points
* Quality – 70 points
  + 1. How scores will be awarded is detailed below.

**Volume of Service Provision for Fixed Price Evaluation – 30 points**

* + 1. A score out of 30 points will be awarded for the ‘volume/fixed price’ element of the evaluation.
    2. The maximum price score is calculated as below and is split between:

Bed nights – 15 points

Families supported – 15 points

|  |  |
| --- | --- |
| **Bed Nights** | **Price Score (out of 15)** |
| **Less than 270** | **Bid disqualified** |
| **270-299** | **5.0** |
| **300** | **10.0** |
| **301-310** | **12.5** |
| **above 310** | **15.0** |
|  |  |
| **Families Supported** | **Price Score (out of 15)** |
| **Less than 55** | **Bid disqualified** |
| **55-59** | **5.0** |
| **60** | **10.0** |
| **61-65** | **12.5** |
| **above 65** | **15.0** |

Further detailed explanation can be found at **APPENDIX ONE**

**Quality Evaluation – 70 points**

* + 1. A score out of 70 points will be awarded for the ‘quality’ element of the evaluation. The highest quality score is allocated the maximum score of 100 points with the other tenders given a pro-rata score reflecting the difference. A worked example is provided in **APPENDIX TWO.**
    2. Service Providers will be scored on their responses to the Proposed Working Method Questions in **SECTION 8** in relation to the requirements of the specification.
    3. If any word or page limit that is specified in the question is exceeded, the Council will evaluate the submitted information up to the specified word or page limit but any information beyond this limit will be disregarded.
    4. Each working method statement will be scored using the following scale of awarding marks between 0 and 4:

**Table Four: Scoring Scale (B)**

|  |  |
| --- | --- |
| **0** | **Completely unsatisfactory/unacceptable response**  No response to the question or serious deficiencies in meeting the required standards. |
| **1** | **Poor response**  The response is partially compliant with some shortfalls in meeting the required standards. |
| **2** | **Acceptable response**  The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. |
| **3** | **Good response**  The response is fully compliant and clearly indicates a full understanding of the contract and the ability to consistently deliver all the required contract standards. |
| **4** | **Excellent response**  The response is fully compliant and clearly indicates the ability to exceed the required standards of the contract. |

* + 1. If a tender scores ‘0’ or '1', against any one or more method statements, this will give grounds for excluding the tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.
    2. Each method statement question also carries an ‘importance weighting’ (between 1 and 3) which reflects its significance to the evaluation (see table five below).

**Table Five: Weightings (A)**

|  |  |
| --- | --- |
| **Interpretation** | **Weightings** |
| High importance to the evaluation | 3 |
| Medium importance to the evaluation | 2 |
| Lower importance to the evaluation | 1 |

* + 1. The weighting (A) will be multiplied by the score out of 4 (B) to arrive at a total weighted score (C). A copy of the evaluation matrix can be found at **APPENDIX TWO**
    2. Not used
    3. As the pre-determined price/quality split is 30: 70 the highest quality score is allocated the maximum score of 100 points with the other tenders given a pro-rata score reflecting the difference.
    4. The evaluation panel may consist of stakeholders external to Derby City Council.

**Interviews / Presentations**

* + 1. It is not intended that interviews or presentations will be held as part of the process, although the right is reserved to request a Tenderers attendance to such an interview, and/or request clarification of a tender submission, should this prove necessary to fully understand the basis of the Tenderer’s offer.
    2. Where presentations or interviews are requested these may be used to clarify the Service Providers responses and no points are allocated. Instead, having scored the Service Provider on the basis of the written bids received, the scores will be reviewed and revised down, if appropriate in the light of additional information and insights gained during those subsequent stages of evaluation.

## WINNING TENDER

* + 1. Tenderers’ final ‘price’ and ‘quality’ scores for each Lot tendered will be added together to give a final score out of 100 points. Taking the evaluation process as a whole, the Tenderer which achieves the highest score] will be the winning tenderer.

## ACCEPTANCE OF TENDER

* + 1. Upon conclusion of the evaluation of tenders, any acceptance of tender(s) will be advised accordingly via a Tender Award Notification: Acceptance of Tender / Intention to Award letter. Such acceptance, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender(s), based on the evaluation criteria listed above.
    2. Tenderers whom it is proposed should not be accepted will be advised of this in writing via a Tender Award Notification: Non-Acceptance of Tender letter and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender(s).
    3. In accordance with procurement best practice, the award of the Tender will be subject to a voluntary standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, Derby City Council may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.
    4. Derby City Council does not bind itself to accept the lowest or any tender or award any contract as a result of the procurement process, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.
    5. Upon conclusion of all the above stages, a formal contract will be entered into between Derby City Council and the Tenderer(s). A copy of the conditions of contract can be found in **SECTION 15** and any Tenderer submitting a bid will be deemed to be agreeing to the terms and conditions contained within. Should a qualification of offer be made to change the terms and conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.
    6. Upon acceptance of the tender, the Contract shall be immediately constituted and become binding on both parties. The Council will inform the Service Provider of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Service Provider will be expected to sign and return the contract documents to the Council who will duly sign and return one copy to the Service Provider.

# SECTION 5 - CONDITIONS OF TENDER

## 5.1 GENERAL

* + 1. Tenders are invited for the provision of Community Based Volunteer Services: Edge of Care and Early Help. The Council’s detailed requirements are defined in the Specification at **SECTION 3**
    2. Tenders must be submitted in accordance with the following instructions and conditions. Any Service Providers that do not comply with these instructions or conditions may have their tender rejected.

## INFORMATION, COSTS AND EXPENSES

5.2.1 The Service Provider is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the Service Provider in connection with the preparation and submission of the tender will be borne by the Service Provider.

## RESEARCH AND INVESTIGATION

* + 1. The Service Provider will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
    2. Service Provider shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Service Provider save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Service Provider in respect of the scope of the Contract being different from that envisaged by the Service Provider] or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of Service requirement to be placed with the Service Provider.

## CONFIDENTIALITY

* + 1. All documentation and information issued by the Council relating to the Tender shall be treated by the Service Provider as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.
    2. The documents which constitute the Contract and all copies are and will remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

## SERVICE PROVIDER’S WARRANTIES

* + 1. In submitting a Tender the Service Provider warrants and represents that:
  1. it has complied in all respects with the Conditions of Tender;
  2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Service Provider or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
  3. it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
  4. it has full power and Council to enter into the Contract and will if requested produce evidence of such to the Council;
  5. it is of sound financial standing and the Service Provider and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Service Provider which may adversely affect such financial standing in the future;

## VARIANT BIDS

* + 1. Service Providers shall not be permitted to submit any variants on the Specification or Scope, or any alternative proposals. The specified standard Terms and Conditions of Contract are required to be accepted by the tenderer.

## FREEDOM OF INFORMATION

* + 1. Information in relation to this tender or resulting award may be disclosed on demand in accordance with duties imposed on the Council by the requirements of the Freedom of Information Act 2000.
    2. Service Providers should state on the form at **SECTION 13** if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Service Providers must provide detailed justifications why they consider the information to be confidential or commercially sensitive and an indication of how long they expect that confidential or commercially sensitive status to subsist.
    3. Service Providers acknowledge that neither an assertion nor the provision of justifications pursuant to clause 5.7.2 constitutes a guarantee that the information will not be disclosed by the Council, pursuant to a valid request made under the Act.

## DATA PROTECTION

* + 1. In performing the Service, the Service Provider may have access to personal data. The Service Provider must therefore ensure signed confidentiality agreements are in place for all members of staff working on the Contract prior to Contract commencement.  The Service Provider must also ensure they comply with the Data Protection Act 1998 at all times during the Contract and ensure that any data is only processed and used for the purposes required under the Contract.
    2. If successful, the Service Provider must sign the Personal Data Processing Agreement in Appendix Seven.

## REJECTION OF TENDER

* + 1. Any Tender submitted by a Service Provider in respect of which the Service Provider:

1. fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Procurement Officer leading on this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or
2. enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other tenderers in its tender; or
3. offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Service Provider or any other person’s proposed Tender any act or omission; or
4. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
5. has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Service Provider or tender submitted by any other Service Provider;

shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Service Provider may attract.

## NON-CONSIDERATION OF TENDER

* + 1. The Council may in its absolute discretion refrain from considering any Tender if:

1. it is not in accordance with the Form and Conditions of Tender;
2. the Service Provider makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the Conditions and the Specification; or
3. the Service Provider does not provide all the information required by the Council.

## WORDS AND EXPRESSIONS

* + 1. Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

# SECTION 6 - PREPATATION AND SUBMISSION OF TENDERS

## GENERAL REQUIREMENTS

* + 1. Tenders are invited for the supply of Community Based Volunteer Services: Edge of Care and Early Help (TD1317). The Council’s detailed requirements are defined in the Specification at **SECTION 3**.
    2. Tenders must be submitted in accordance with the following instructions and conditions. Any Service Providers that do not comply with these instructions or conditions may have their tender rejected.

## INVITATION TO TENDER AND ACCOMPANYING DOCUMENTS

* + 1. Tender documentation may vary in detail, but we will:
* avoid over specifying a requirement,
* invite a sufficient number of Service Providers to ensure fair competition, but remove barriers to participation by small Service Providers without discriminating against larger Service Providers
* provide clear documentation
* give all Service Providers equal opportunity
* provide feedback to unsuccessful tenderers
  + 1. Tenders must be submitted on this Invitation to Tender Document, in Word format (unless otherwise specified), which must be duly completed and signed where appropriate. These include the:

(a) Service Provider Responses to Section 7 and Section 8 **(Word)**

(b) Pricing Schedule (Word] / [Excel)

(c) Form of Tender (Word / PDF)

(d) Collusive Tendering Certificate (Word / PDF)

(e) Freedom of Information Disclosure Form (Word / PDF)

* + 1. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’. Please answer every question as fully as possible even if you have previously worked for Derby City Council, or submitted a tender to the Council. Please do not assume that the evaluators know about your organisation or the work that you do. Many procurement exercises generate a great deal of interest from potential Service Providers, so please ensure that you complete the documentation as requested. Failure to do so may result in your tender being rejected. All figures should be in full, for example £3,500,000 not £3.5 million.

## SIGNATURES

* + 1. Where required, the Invitation to Tender Document must be signed:

1. where the Service Provider is an individual, by that individual;

OR

1. where the Service Provider is a partnership, by two duly authorised partners;

OR

1. where the Service Provider is a limited company, by a director duly authorised for such purposes.

OR

(d) Where the Service Provider is a consortium, by an authorised individual of the lead organisation.

* + 1. You may submit electronic or typed signatures. In the event that your organisation is successful you will be required to resign all declarations that form part of the contract with an original signature.

## SUBMISSION OF TENDER

* + 1. **The deadline for receipt of tenders is 10:00 on 5th March 2018.** Submissions should be made through the electronic tendering system ([**https://www.eastmidstenders.org**](https://www.eastmidstenders.org)) following the attached instructions to tender **(APPENDIX THREE**).
    2. Submissions cannot be accessed or opened by the contracting Council until after the deadline has expired. No documents can be uploaded to the electronic tendering system after the deadline has expired and there is no penalty for returning a submission early! It is therefore strongly recommended that your submission is uploaded well before the deadline to avoid traffic and ensure that failure of ICT/Servers/PC/laptop or similar does not result in your submission failing to be submitted by the deadline.
    3. Queries regarding the tender should be sent using the *Messaging* function on the e-tendering system addressed to, Central Procurement Team. **Any clarification questions must be raised by 14:00 on 25th February 2018.**
    4. Clarification will be issued to prospective tenderers via the e-tendering system using the *Messaging* function. Please check this regularly to ensure you have the most up to date information.
    5. The Council does not bind itself to accept the lowest or any tender.
    6. The Service Provider’s attention is specifically drawn to the date and time for receipt of tenders and no submission after the closing date and time will be considered.
    7. The Council will not accept any manual tender.
    8. All Service Providers shall keep their respective bids valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

## DECLINE OR INABILITY TO RETURN

* + 1. If for any reason you are unable to submit or decline to tender, please inform the Procurement Team using the enclosed Declining to Tender Form **(APPENDIX FOUR**).

# DOCUMENTS FOR RESPONSE

**Section 7 – Service Provider** **Responses – Suitability Assessment Questionnaire**

**Section 8 – Service Provider Responses – Working Methods**

**Section 9 – Service Provision Volume for Fixed Price**

**Section 10 – Payment Details**

**Section 11 – Form of Tender**

**Section 12 – Collusive Tendering Certificate**

**Section 13 – Freedom of Information Disclosure Form**

# SECTION 7 - SERVICE PROVIDERS RESPONSE: SUITABILITY ASSESSMENT QUESTIONNAIRE

**Potential Service Provider Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential Service Provider), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

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

**Service Provider Selection Questions: Part 3**

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

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

**Consequences of misrepresentation**

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

**PROVISION OF COMMUNITY BASED VOLUNTEER SERVICES: EDGE OF CARE AND EARLY HELP**

**TD1317**

**OPEN PROCEDURE**

**Notes for completion**

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

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

## Part 1: Potential Service Provider Information

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

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential Service Provider Information** | |
|  | Question | Response |
| 1.1(a) | Full name of the potential Service Provider submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector   other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-3)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[4]](#footnote-4)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-5)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:  - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

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

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

|  |  |  |
| --- | --- | --- |
| **1** | **Bidding model** | |
|  | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. | | | | |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Contact details and declaration** | |
| **Question** | **Response** |
| **Contact name** |  |
| **Name of organisation** |  |
| **Role in organisation** |  |
| **Phone number** |  |
| **E-mail address** |  |
| **Postal address** |  |
| **Signature (electronic is acceptable)** |  |
| **Date** |  |

## **Part 2: Exclusion Grounds.**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **2** | **Grounds for mandatory exclusion**  **Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.** | | | | | |
| Question number | Question | Response | | | | |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | | | | |
|  | Participation in a criminal organisation. | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
|  | Corruption. | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
|  | Fraud. | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
|  | Terrorist offences or offences linked to terrorist activities | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
|  | Money laundering or terrorist financing | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
|  | Child labour and other forms of trafficking in human beings | | Yes | |  | |
| No | |  | |
| If Yes please provide details at 2.1(b) | | | |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.   * Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, * Identity of who has been convicted. * If the relevant documentation is available electronically please provide the web address, issuing Council, precise reference of the documents. | |  | | | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | | | Yes | |  |
| No | |  |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | | Yes | |  |
| No | |  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | |  | | | |

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

## Part 3: Selection Questions[[6]](#footnote-6)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3** | **Grounds for discretionary exclusion** | | | |
|  | Question | Response | | |
| 3.1 | Regulation 57 (8)  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | | |
| 3.1(a) | Breach of environmental obligations? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1 (b) | Breach of social obligations? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1 (c) | Breach of labour law obligations? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(e) | Guilty of grave professional misconduct? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | | Yes |  |
| No |  |
| If yes please provide details at 3.2 | |
| 3.1(j) | **Please answer the following statements** | | | |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | | Yes |  |
| No |  |
| If Yes please provide details at 3.2 | |
| 3.1(j) - (ii) | The organisation has withheld such information. | | Yes |  |
| No |  |
| If Yes please provide details at 3.2 | |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | | Yes |  |
| No |  |
| If Yes please provide details at 3.2 | |

|  |  |  |  |
| --- | --- | --- | --- |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes |  |
| No |  |
| If Yes please provide details at 3.2 | |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Response: | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **4** | **Economic and Financial Standing** | | | |
|  | Question | Response | | |
| 4.1 | Please indicate which of the following you have provided to demonstrate your economic/financial standing from one of 4.1a to 4.1d: | | | |
| a) A copy of your audited accounts for the last two years. | | Yes |  |
| No |  |
| b) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes |  |
| No |  |
| c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. Please complete and submit Cash flow Forecast Template see APPENDIX FIVE. | | Yes |  |
| No |  |
| d) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes |  |
| No |  |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria (as set out in Section 4.3 – Evaluation of tenders) for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes |  |
| No |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section 5** | | **If you have indicated in the Selection Questionnaire question 1.1 (o) that you are part of a wider group, please provide further details below:** | | | |
| Name of organisation | | |  | | |
| Relationship to the Service Provider completing these questions | | |  | | |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | | | Yes |  |
| No |  |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | | | Yes |  |
| No |  |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | | Yes |  |
| No |  |

|  |  |
| --- | --- |
| **6** | **Technical and Professional Ability** |
| 6.1 | Relevant experience and contract examples  Please provide details of up to three contracts (in the table below), in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) **that are relevant to our requirement.** VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. They will also be asked to comment on the quality of the supplies or services provided during the course of the contract. Please note the time limits specified in Section 4.3. The providers of the references should be notified that you have selected them as a reference.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Service Provider is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract (Please provide enough information to demonstrate your relevant experience)** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |  |
| --- | --- | --- |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) | Response: |
| 6.3 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. | Response: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **7** | **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015** | | | |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes |  | |
| N/A |  | |
| 7.2 | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes |  | |
| If Yes, Please provide the relevant URL: | | |
| No | |  |
| If No, Please provide an explanation: | | | |

## Part 4: Additional Questions

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **8** | | **Additional Questions** | | |
| 8.1 | | Insurance | | |
|  | | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: | | | |
| Employer’s (Compulsory) Liability Insurance [[7]](#footnote-7) | | Yes |  |
| No |  |
| N/A |  |
| Public Liability Insurance - £10 million for each and every event. | | Yes |  |
| No |  |
| Professional Indemnity Insurance - £5 million for each and every event. | | Yes |  |
| No |  |
| Entity Defence Insurance - £250,000 | | Yes |  |
| No |  |
| Management Liability Insurance - £250,000 | | Yes |  |
| No |  |
| \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **8.2** | **Safeguarding** | | | | |
| Safeguarding – the action taken to promote the welfare of children and vulnerable adults and protect them from harm is everyone’s responsibility. Everyone who comes into contact with children and families has a role to play. The Council must therefore ensure that its external Providers have robust procedures and practices in place regarding this. | | | | | |
| 8.2a | | Do all your staff and volunteers in contact with vulnerable adults and children have Disclosure and Barring Service (DBS) (previously Criminal Record Bureau (CRB)) clearance? | | Yes |  |
| No |  |
| 8.2b | | Do you have a lead person with responsibility to manage concerns related to Children's and Adult's safeguarding policies? | | Yes |  |
| No |  |
| If yes, please provide the name of the lead person . | | | |
| 8.2c | | Do you have a Safeguarding Policy? | Yes | |  |
| No | |  |
| 8.2d. | | Are you are willing and able to adhere to the Council’s safeguarding policies for Adults and Children? **(See** [**Section 3**](#_SECTION_3_–)**)** | Yes | |  |
| No | |  |
| 8.2e | | Service Providers are expected to hold registration with Ofsted, or be able to demonstrate that suitable Safeguarding procedures and processes are agreed by and in place with Derby and Derbyshire’s Safeguarding Children’s board (DSCB), within two month's of the contract start date.  Please confirm:  That you will demonstrate that suitable Safeguarding procedures and processes are agreed by and in place within two months.. | Yes | |  |
| No | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **8.3** | | **Information and Data Security** | | |
| **Notes to Organisation:**  (Only the successful tenderer and their sub-contractors will be required to sign and return the Data Processing Agreement at **APPENDIX SEVEN)** | | | | |
| 8.3a | Does your organisation have processes and policies in place to ensure compliance to UK Data Protection legislation and the security of personal data in electronic and hard copy forms? | | Yes |  |
| No |  |
| 8.3b | Does your lead data protection officer and your staff receive regular training (minimum every two years) regarding their responsibilities under the UK Data Protection legislation? | | Yes |  |
| No |  |
| 8.3c | Has your organisation been responsible for any personal data breaches in the past three years? This includes breaches not reported to the Information Commissioners Office.  If ‘yes’ please explain the circumstances and what you have done to ensure this will not happen again.  Contractors who fail to demonstrate an adequate information security process may be disqualified from the procurement process | | Yes |  |
| No |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **8.4** | | **Compliance with Equality Legislation** | | |
| **For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.** | | | | |
| 8.4a | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | | Yes |  |
| No |  |
| 8.4b | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | | Yes |  |
| No |  |
| If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | | | | |
| 8.4c | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | Yes |  |
| No |  |
| N/A |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.5** | **Environmental Management** | | |
| 8.5a | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Council (including local Council)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Yes |  |
| No |  |
| 8.5b | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes |  |
| No |  |
| N/A |  |

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|  |  |  |  |
| --- | --- | --- | --- |
| **8.6** | **Health and Safety** | | |
| 8.6a | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Yes |  |
| No |  |
| 8.6b | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches | Yes |  |
| No |  |
| 8.6c | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes |  |
| No |  |
| N/A |  |

## Suitability Assessment Questionnaire– Template for Appendices

|  |  |
| --- | --- |
| **Appendix Number** |  |
| **Suitability Assessment Questionnaire Section** |  |
| **Question number** |  |
|  | |

# SECTION 8 - SERVICE PROVIDERS RESPONSE: WORKING METHODS

*Note – You may adjust the size of the text boxes to suit your response.*

|  |  |  |
| --- | --- | --- |
| **8** | **Proposed Working Methods** | |
| Service Providers are required to respond to each method statement question below. The **response must be self -contained**, i.e. it should not refer or cross-reference to the answer to any other question, even though in some cases this may lead to duplication of information.  Please do not submit appendices, general marketing or promotional materials by way of answers to any of the questions. Where information contained within such documents is pertinent to the question, it should be summarised within the answer.  You may expand the sections provided or provide your responses on clearly-referenced sheets.  Please make sure that where you choose this method, the responses are all submitted in a **single word file** so that they may be printed off together.  **Where questions contain various elements, the response will be scored as a whole**.  **If any word or page limit that is specified in the question is exceeded, the Council will evaluate the submitted information up to the specified word or page limit but any information beyond this limit be disregarded.** | | |
| 8.1 | **Model of Operation and Service Delivery** | **Weighting: 3** |
| Please detail how you will deliver this Service as outlined in the Service Specification, making particular reference to:   1. meeting the needs of a diverse population 2. how will you match Personnel and volunteers with families to ensure successful and enduring outcomes? 3. how will you manage fluctuations in demand for the service and avoid waiting times and delays in service access? 4. how you will incorporate the referral process in the delivery of the service, including how you would contribute to a holistic family model of support and engage with families appropriate support networks? 5. how would you use your experience in delivering outcome based services in the delivery of this contract (contributing to and evidencing the impact on improved outcomes for young people and families)? 6. how will you provide a service that contributes to the strategic and integrated partnership working to improve outcomes for children and young people in Derby City? 7. operational details such as base, contract manager etc.   **Please limit your response to three A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Describe the model of operation * Demonstrate the ability to meet service specification * Use examples * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the Service User. | |
| **Response:** | |
| 8.2 | **Capacity, Resources and Skills** | **Weighting: 3** |
| Please describe the model of Service delivery that you will use to safety deliver the family community support provision to children, young people and families to reduce the risk of entry into care, making particular reference to::   1. Personnel service capacity - How will you ensure continuity of supply of appropriate Personnel to ensure the Service delivery as required in the specification including on call, emergency out of hours and cover for Personnel/volunteers off or ill or any other absence? 2. Personnel experience and skills required (particularly in relation to working with children and young people) and how the organisation will approach working with and recruiting volunteers 3. What processes, procedures and risk mitigation actions do you have in place to ensure you can continue to provide the Service if there is failure is terms of    * 1. Failure of key sub-contractor or key third party supplier failure (ad hoc supply failure or supplier goes out of business)?      2. ICT failure (IT and communications)?   iii) Unable to access operational office?  **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Details how the organisation will ensure continuity of service delivery * Detail the expected staff experience and skills required. * Details the approach to working with volunteers * Provides a response to the number of families they intend to serve. * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the Service User | |
| **Response:** | |
| 8.3 | **Customer Engagement** | **Weighting: 2** |
| What mechanisms will you deploy to encourage young people and families to access the Service and what relevant information will you provide outlining how the Service will be delivered, making particular reference to:   1. How will you market the service so that it develops, achieves and maintains a high profile, maximising the service engagement of all young people and families? 2. How will you ensure the voice of the young person and families is at the centre of service delivery?   **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Describe the approach and tools used to promoting the service * Describe the approach and tools used to engage with the customer * Demonstrate the ability to meet service specification * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the Service User. | |
| **Response:** | |
| 8.4 | **Safeguarding** | **Weighting: 3** |
| How would you ensure that whilst delivering this community based intervention that Children and Families are appropriately Safeguarded in line with Legislation and Local Safeguarding procedures?  **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Describe the approach to safeguarding * Demonstrate the ability to meet service specification * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the Service User and everyones' safety | |
| **Response:** | |
| 8.5 | **Information Governance** | **Weighting: 2** |
| Please describe your approach to information governance and information security in this contract to children, young people and families., including the need to keep personal data secure and comply with information governance regulations such as the Data Protection Act 1998/GDPR 2016..  **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Describe how personal data is kept secure and how data can be shared. * Demonstrate the ability to meet Service Specification * Provide sufficient detail, understanding and precision to provide confidence to the Council * Demonstrate commitment and ability to meet data security requirements | |
| **Response:** | |
| 8.6 | **Performance Monitoring** | **Weighting: 2** |
| How will you use performance data gathered as part of performance monitoring to inform Service development and improvement, please demonstrate:   * Your commitment to evaluation and monitoring of services including the gathering and analysis of quantitative and qualitative data and what mechanism you have in place to collate feedback back from service users. * What process do you have in place to improve any area of poor service delivery?   **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Demonstrate a commitment to performance management/monitoring. * Describe how poor Service delivery will be addressed * Demonstrate process to review feedback from Service User * Demonstrate the ability to meet the performance information required by Service Specification * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the service user | |
| **Response:** | |
| 8.7 | **Contract Mobilisation** | **Weighting: 2** |
| **Assuming a contract award date of 27th March 2018, please describe your** mobilisation plan to meet the contract start date of 1st April 2018 to enable a seemless transition of current children, young people and families. Please include any key tasks, milestones and dates. Please also identify any risks in setting up and delivering this contract and provide mitigating actions.  **Please limit your response to two A4 pages in Arial font 11**  Tenderers response will need to   * Be clear, concise and well structured * Describe the approach and the risks and mitigating actions * Demonstrate the ability to meet Service Specification * Provide sufficient detail and precision to provide confidence to the Council * Demonstrate commitment to the Service User. | |
| **Response:** | |
| 8.8 | **Social Value** | **Weighting: 1** |
| How would you ensure that your method of service delivery maximises social value for the residents of the City of Derby? Please outline your approach to extending the impact of this service beyond the immediate provision of service requirements to provide additional benefits to the Service User and wider community, providing examples and evidence wherever possible.  **Please limit your response to one A4 page in Arial font 11**  Tenderers response will need to:   * Be clear, concise and well structured * Describe specific additional social value to be delivered * Is practical and innovative | |
| **Response:** | |

# SECTION 9 – SERVICE PROVISION VOLUME FOR FIXED PRICE OF £75,000

|  |  |
| --- | --- |
| **1. Please confirm the number of bed nights you will offer annually.** |  |
| **2. Please confirm the number of families you will support annually.** |  |

The service provision volume offered is based on a total budget of £75,000.

# SECTION 10 - PAYMENT DETAILS

1. The Council’s standard payment terms are 30 days from receipt / date of invoice or 10 days for small to medium-sized enterprises (SME’s)

No Invoices will be accepted from any Service Provider without an official written order from us and the order number in full being quoted on all invoices

1. Hard / electronic copy invoices should be submitted:

* quarterly in arrears
* in UK Pounds Sterling
* accompanied by a full breakdown of charges relating to the Services provided by the Service Provider.

1. All invoices for Derby City Council should be addressed to:

Sophie Pickles

CYP Commissioning

Derby City Council

The Council House

Corporation Street

Derby DE1 2FS

Sophie.pickles@derby.gov.uk

**Failure to do so may lead to a delay in payment**

1. All payments will be made by BACS

# SECTION 11 - FORM OF TENDER

**Note: Refusal to give this declaration and undertaking means that your tender will not be considered.**

To Derby City Council

Having examined carefully and understood the, Conditions of Tender, Terms and Conditions of Contract, the Specification and all other documentation issued by the Council in connection with the TD1317 – Community Based Volunteer Services: Edge of Care and Early Help.

We: ………………………………………………………………………………………

Of: ……………………………………………………………..…………………………

hereby offer to supply the Services subject to the terms and conditions set out in such Conditions of Tender, Terms & Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule. We will keep our bid valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

I/We understand you are not bound to accept the lowest or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

I/We declare that to the best of my/our knowledge the responses submitted in this ITT are correct and a true representation. I/We understand that the information will be used in the process to assess my/our organisation’s ability to deliver the Council’s requirement. I/We understand that the Contracting Council may reject this ITT if there is a failure to answer all relevant questions fully or if I provide false/misleading information

Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address

of Service Provider ………………………………………………………

………………………………………………………

Dated ………………………………………………………

*Note – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*

# SECTION 12 - COLLUSIVE TENDERING CERTIFICATE

**Note to Organisation: Refusal to give this declaration and undertaking means that your tender will not be considered.**

**To: Derby City Council**

**In response to TD1317 – Provision of Community Based Volunteer Services: Edge of Care and Early Help**

I/We declare that:

1. This is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.

2. I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

a communicating to a person other than the person calling for those tenders the amount, or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.

b entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.

c offering or paying or giving or agreeing to pay or give any sum of money 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 said work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

In this certificate, the word ‘person’ includes any persons or any body or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address

Of Service Provider ………………………………………………………

………………………………………………………

Dated ………………………………………………………

*Note – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*

# SECTION 13 - FREEDOM OF INFORMATION DISCLOSURE FORM

**Freedom of Information Request for Contract Information**

Under the Freedom of Information Act 2000(FOIA) the Council must disclose information it holds unless an exemption applies. This includes information about contract costs, support and maintenance and other associated costs.

Please list in the following table all information in your bid you consider commercially sensitive and which should not be disclosed in response to a FOI request. For all information listed, provide detailed reasons/justification about the ‘harm’ it would cause to your business if this information was disclosed.

**The completed template must be returned with your tender submission.**

If the Council receives an FOI request, the FOI Team will take into account any non-disclosure reasons provided to determine whether the information stated:

1. is exempt from disclosure under the FOIA or the Environmental Information Regulations;  and/or
2. is to be disclosed in response to a Request for Information.

**Commercial Interests Exemption – Reasons/Justifications**

A commercial interest relates to a person’s ability to participate competitively in a commercial activity, i.e. the purchase and sale of goods or services. The underlying motive for these transactions is likely to be profit, but this may not necessarily be the case, for example, where a charge for goods or the provision of a service is made simply to cover costs.

**The Public Interest Test**

The Council is required to carry out public interest test to decide whether information classed as ‘commercially sensitive’ should be disclosed. This involves weighing up the prejudice (harm) that would be caused by disclosure against the overriding public interest in providing the information - see the Information Commissioner’s Office (ICO) [Commercial Interests Guidance No 5](https://ico.org.uk/media/for-organisations/documents/1178/awareness_guidance_5_v3_07_03_08.pdf) for more information.

Please update **Table: FOI** with your non-disclosure reasons/justifications. The FOI Team, Legal Officer will take the information provided into consideration but will have the final say on whether the information requested is disclosed to meet the Council’s obligations under the FOIA,

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Table: FOI** | | | | |
| **A.** What information do you consider commercially sensitive?  For example, tender bid document TD1200, Support Costs, pages 12-15 | **B.** List reasons / justifications why the information is commercially sensitive. | **C.** Explain how/why the information requested relates to, or could impact on a commercial activity AND why the environment you operate in is competitive. | **D.** Whose commercial interest would be affected if the information was disclosed? | **E.** List/describe the business impact and harm that would be caused, if the information was disclosed – give examples where this may have happened in the past to show actual cause and effect. |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address of Service Provider ………………………………………………………

………………………………………………………

Dated ……………………………………………………

# SECTION 14 - SERVICE PROVIDER CHECKLIST

Service Providers should ensure that they have answered all questions applicable to them and ensure that they have enclosed all relevant documents by completing the checklist below:

|  |  |
| --- | --- |
| **CHECKLIST:** | **Please tick to evidence that completed / appropriate document(s) are enclosed or state N/A** |
| **Section 7 – Service Provider Responses: Suitability Assessment Questionnaire** | **🞏** |
| **Section 8 – Service Provider Responses: Working Methods** | **🞏** |
| **Section 9 – Service Provision Volume for Fixed Price** | **🞏** |
| **Section 11 – Form of Tender** | **🞏** |
| **Section 12 – Collusive Tendering Certificate** | **🞏** |
| **Section 13 – Freedom of Information Disclosure Form** | **🞏** |

It is important that all sections are completed, all questions applicable are answered and all relevant documents are enclosed as failure to do so may result in your tender not being considered.

# SECTION 15 - TERMS AND CONDITIONS OF CONTRACT



# APPENDIX ONE - EXPLANATION OF SERVICE VOLUME PROVISION FOR FIXED PRICE

Bids are scored out of 100. These 100 points are split into two main criteria, which are quality and volume of service provision for a fixed price. The amount of points available from the price and quality criteria is determined by the importance of these criteria to the services or works being purchased and is dependent on the risk and value of the contract to be awarded.

In the example below 'service provision for a fixed price' accounts for 30 points and therefore the quality aspect will be marked out of the remaining 70 points.

Scores for the 'service provision for a fixed price' are based on the below and your response to **SECTION 9** will be evaluated using this method.

There are two elements to the scoring and these are split between 'bed night' and 'families supported'. These are scored separately as below:

|  |  |
| --- | --- |
| **1. Bed Nights** | **Price Score (out of 15)** |
| **Less than 270** | **Bid disqualified** |
| **270-299** | **5.0** |
| **300** | **10.0** |
| **301-310** | **12.5** |
| **above 310** | **15.0** |
|  |  |
| **2. Families Supported** | **Price Score (out of 15)** |
| **Less than 55** | **Bid disqualified** |
| **55-59** | **5.0** |
| **60** | **10.0** |
| **61-65** | **12.5** |
| **above 65** | **15.0** |

Bids will be disqualified if they cannot meet the minimum service provision of 270 bed nights or 55 families supported.

# APPENDIX TWO - EVALUATION MATRIX SHOWING QUALITY CRITERIA

**WEIGHTINGS (A)**

|  |  |
| --- | --- |
| **Interpretation** | **Weightings** |
| High importance to the contract | 3 |
| Medium importance to the contract | 2 |
| Lower importance to the contract | 1 |

**SCORING (B)**

|  |  |
| --- | --- |
| **Score** | **Description** |
| **0** | **Completely unsatisfactory/unacceptable response**  No response to the question or serious deficiencies in meeting the required standards. |
| **1** | **Poor response**  The response is partially compliant with some shortfalls in meeting the required standards. |
| **2** | **Acceptable response**  The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. |
| **3** | **Good response**  The response is fully compliant and clearly indicates a full understanding of the contract and the ability to consistently deliver all the required contract standards. |
| **4** | **Excellent response**  The response is fully compliant and clearly indicates the ability to exceed the required standards of the contract. |

**QUALITY EVALUTION MATRIX - SUMMARY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section**  **8** | **Question Number** | **Quality Aspect** | **Quality Aspect Weighting (A)** | **Max Quality Score Achievable (B)** | **Max Weighted Marks Available (C)**  **(AxB = C)** |
|  | **8.1** | Model of Operation and Service Delivery | 3 | 4 | **12** |
| **8.2** | Capacity, Resources and Skills | 3 | 4 | **12** |
| **8.3** | Service User Engagement | 2 | 4 | **8** |
| **8.4** | Safeguarding | 2 | 4 | **8** |
| **8.5** | Information Governance | 2 | 4 | **8** |
| **8.6** | Performance Monitoring | 2 | 4 | **8** |
| **8.7** | Contract Mobilisation | 2 | 4 | **8** |
| **8.8** | Social Value | 1 | 4 | **4** |
| **Total** | | | | | **68** |

**QUALITY EVALUATION MATRIX – WORKED EXAMPLE**

Formula:

|  |  |
| --- | --- |
| Total quality score of tender being evaluated  ------------------------------------------------------------------------ | x 100 = score |
| Total quality score of tender with the highest quality score |

Example:

Service Provider A = Score 122 out of 160 (the highest score)

Service Provider B = Score of 105 out of 160.

Service Provider A is a awarded a score of 100 (122/122 x 100).

Using the formula above Services Provider B's score is calculated by:

105/122 x 100 = 86.05

*Please note scores are examples.*

# APPENDIX THREE - ELECTRONIC SUBMISSION

**How to submit your bid?**

1. Go to the *EastMidsTenders* electronic tendering website: [**www.eastmidstenders.org**](http://www.eastmidstenders.org)
2. All documents that will form your submission must be uploaded via the “***Response Wizard***” button on the tender profile from which you downloaded this tender document.
3. **Documents that are uploaded to any other tender profile(s) or sections of the *EastMidsTenders* website (e.g. your company profile) will not be considered.**
4. You are able to submit documents from the day they are issued, therefore it may be worthwhile submitting those that you do not need to do any further work on (e.g. accounts or insurance schedules) as soon as possible so you can practice the process straight away.
5. On the tender return deadline date itself if you still have documents to submit it is recommended that you start submitting them at least three hours before the deadline in case of any problems. This is to allow sufficient time for the Council to address any problems/queries you may have prior to the tender return deadline.
6. **The *EastMidsTenders* system will close down the tender upload facility at the stated tender return deadline preventing any uploads after this time.**
7. All submitted documents should be named: ‘company name’ – ‘title of document’ (e.g. Joe Bloggs Ltd – Financial Accounts 2006 - 2007). Please ensure that all documents are saved in the format specified in 6.2.2. Extremely large files or submissions may be zipped for ease of uploading.
8. A limit of 2GB per document applies when lodging a tender submission via *East Mids Tenders.*
9. When returning submissions electronically, tenderers should take into consideration the method of internet connection used (e.g. dial-up modem, broadband etc.). Under normal circumstances, broadband connection will provide a much quicker connection.
10. Electronic tender submissions are only acceptable via the *EastMidsTenders* website.
11. **Email submissions are not acceptable under any circumstances and will be deleted on receipt without being opened.**

# APPENDIX FOUR - DECLINING TO TENDER

**DECLINING TO TENDER**

If your organisation is declining to tender please complete and return this page before the tender return deadline to the email address below stating your reason(s) why.

**Title: Provision of Community Based Volunteer Services: Edge of Care and Early Help**

**Reference: TD 1317 (DN321688)**

|  |
| --- |
| **Company:** |
| **Address:** |
|
|
| **Contact Name:** |
| **Position:** |
| **Telephone:** |
| **Email:** |

|  |
| --- |
| **I will not be returning the above ITT for the following reasons:-** |
|  |
| Expand as necessary |

**RETURN TO:-**

[procurement@derby.gov.uk](mailto:procurement@derby.gov.uk)

FAO: Steve Cotterill, Principal Procurement Officer – People Services

# APPENDIX FIVE - CASHFLOW FINANCIAL ASSESSMENT

Please complete the attached cashflow spreadsheet in response to Question 4.1b in Section 7.



# APPENDIX SIX - TUPE BASE DATA

The information below has been provided by the incumbent service provider. The Council does not give or imply any guarantee as to its accuracy or completeness.

|  |  |
| --- | --- |
| Name of "Transferor": | Safer Families for Children |



# APPENDIX SEVEN - PERSONAL DATA

**Data Processing Agreement**



1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-2)
3. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-3)
4. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-4)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-5)
6. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-6)
7. \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. [↑](#footnote-ref-7)