

Bath & North East
Somerset Council



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INVITATION TO TENDER

In respect of the Framework Agreement for the placement of children and young people in residential care homes under the Light Touch Regime

Supply the South West reference number:

Date of release

Version No: 1

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SECTION 1 – THE REQUIREMENT

1.1 Introduction

Bath and North East Somerset Council (“the Council”) acting as the Lead Authority on behalf of participating Local Authorities of Bristol City Council, South Gloucestershire Council, Gloucestershire County Council, North Somerset Council, Dorset County Council, Swindon Borough Council, Wiltshire Council and Bath & North East Somerset Council (the Local Authorities), are seeking tenders to meet the following categories of need:

- Category A: Residential Children’s Homes
- Category B: Children’s Homes with for children and young people with a disability (to include learning, physical and sensor impairments)

1.2 Overview

The Council wishes to establish a multi-provider Framework Agreement for the provision of the placement of children and young people in residential care homes. The Council is managing this procurement in line with the Public Contracts Regulations 2015 (Light Touch Regime).

The Council is procuring the Framework Agreement on behalf of itself and Bristol City Council, South Gloucestershire Council, Gloucestershire County Council, North Somerset Council, Dorset County Council, Swindon Borough Council and Wiltshire Council, who will all sign ‘The National Residential Children’s Homes Contract’ (attached) with each Provider and then run mini competitions to place children.

In addition it is likely that Bournemouth Borough Council and Poole Borough Council will be named as purchasers.

Whilst procurement rules do not allow the LAs to limit geographically, the providers who wish to apply to be placed on this Dynamic Purchasing System (DPS). The LAs will, in line with other legislation, place children within their own LA and that adjacent to them unless the needs of the child prohibit this or they have particularly specialist needs. We would welcome specialist providers from further afield. For example:

- CSE / trafficked Children
- Autistic Spectrum Disorder and challenging behaviour
- Sexually Dysfunctional Behaviour
- Emotional and Behavioural Disorders
- Profound and Multiple Disability
- Short term crisis / intervention placements
- Therapeutic
- Complex mental health issues

If a provider does indicate they provide a specialist service, evidence of an appropriately skilled experienced workforce with opportunities for continual professional development to deliver services to children and young people will be required.

1.3a Main Specification

National Residential Contract

For the placement of Children in Children's homes

Schedule 1: Service Specification

Part One – Care

1. Introduction

- 1.1 The Service Specifications for care and education (Parts One and Two) form an integral part of the contractual arrangements of the National Residential Contract for Children's Homes between the Purchaser and the Provider and set out the Service to be provided within an outcomes framework.
- 1.2 The Specifications are generic and written to cover the range of Children's Homes whatever their conditions of registration are. The outcomes and service requirements specified will therefore be applied in the context of and as relevant to the specific conditions of registration of each Home, and that Home's statement of purpose and any special conditions agreed between the Parties and as set out in the Schedule 5 IPA.
- 1.3 The service provider will comply with all current and future legislation including; the Children's Homes Regulations 2015, the National Minimum Standards for Children's Homes 2025 and in relation to Schools where provided as part of the Service, the Education (Independent School Standards) (England) Regulations 2003.
- 1.4 The Service Provider is expected to seek to exceed these through innovative care and teaching practices and demonstrate a commitment to continuous improvement through the Homes and where applicable a School's internal quality assurance procedures. The delivery of the service will be consistent with the Home's Statement of Purpose and Function as approved by the Regulatory Body. 1.5 It is expected that the all homes covered within the framework agreement will be within or directly adjacent to the boundaries of the participating Local Authorities. The only exception to this will be where specialist provision is required.
- 1.5 All Service Providers will be required to sign up to the Children's Cross Regional Arrangements Group (CCRAG) as a condition of entry onto this framework.

2. Placement Matching

- 2.1 The assessment procedures carried out by the Purchaser prior to Placement shall identify the type of Placement suitable to meet the individual Child's needs. Only Children who have been assessed as being likely to benefit from placement, both in relation to their assessed needs and where applicable their assessed educational needs, shall be eligible for the Service.

- 2.2 Statutory responsibility for the Child and for monitoring their individual progress ultimately rests with the Purchaser and will be exercised through the Child's social worker, educational psychologist where applicable, and statutory review procedures. The Provider will however, be responsible for the delivery of the Service and day to day monitoring of the Child's well-being and progress as defined in the Child's LAC Care Plan, and where appropriate IEP and/ or PEP and or EHCP.

3. Admissions procedures

- 3.1 The Purchaser will supply all relevant information including LAC documents prior to the commencement of the Placement where the Placement is made on a planned basis or within 3 working days where the Placement is made in an emergency.
- 3.2 The Service Provider's admission procedures shall incorporate as a minimum the following:
- 3.2.1 The Provider shall arrange for the Home's Registered Manager, where applicable the School's Head Teacher, and where possible the allocated key worker to visit the Child in their place of residence and their school before admission to the Home, followed by at least one introductory visit to the Home and where applicable the School, where the time-scales of the referral process allow.
- 3.2.2 Each Child must be given a copy of the 'Children's Guide' prior to moving in, along with any additional information/'welcome pack' the Home provides.
- 3.2.3 Arrangements must be made for the Registered Manager and/or the allocated key worker to be present to welcome the Child and settle them at the time that they move into the Home.
- 3.2.4 During the course of the introductory visits, the Child should be familiarised with the Home and where applicable the School, their own personal space within it, the communal areas and surrounding community. They should also be introduced to all Staff and other Children living at the Home.
- 3.3 Throughout the introductory visits and initial phase of residence after admission, the Provider must monitor the Child's adjustment to their new surroundings, including their relationship with other Children and Staff, the Homes, and where applicable, the School's success in meeting the Child's individual needs and for Children with Special Needs, the need for adjustments in the use of any equipment.
- 3.4 The Service Purchaser has a duty to minimise the number of moves a Child experiences and the disruption this causes. The robust referral process, aims to secure the right placement the first time to avoid further movement and instability for the Child, outside the terms of the Individual Placement Agreement. However, if it is clearly evident that the placement is not suitable and could not achieve the intended outcomes for the Child, this must be determined and acted upon in accordance with the Terms and Conditions Clause 16.
- 3.5 The Service Provider will have a duty of care for all Children from the time they are collected or received by the Service Provider until the Children are returned to the care of the Service Purchaser or person with parental responsibility.

4. The Service to be provided

- 4.1 Throughout the placement, the Provider will work to assist with the implementation of the LAC Care Plan, including as applicable the pathway plan, health plan, EHCP / Statement of Special Educational Needs (SEN) and Personal Education Plan (PEP), provided by the Purchaser. The Provider will supply written progress reports, court statements and assessments on individual Children for planning meetings, safeguarding meetings, review meetings and court proceedings as required.

- 4.2 The Provider will facilitate Children's attendance and participation at local consultation, engagement, participation and advocacy forums.
- 4.3 The Provider will ensure that Children are supported to have meaningful contact with siblings, parents and relatives as specified in the Child's Care Plan.
- 4.4 At all times the Provider will ensure that the Service and care decisions must be centred on meeting the assessed needs of the Child, seeking to value and promote the identity of the Child as well as improving their well-being, life chances and potential in line with the Every Child Matters (ECM) outcomes.
- 4.5 The Provider will promote an ethos, culture and practice within the Home, engaging with external professionals and services and where appropriate, those with parental responsibility, to achieve the expected outcomes. The Provider will work in partnership with the Purchaser to ensure that assessed needs are based upon all relevant and up to date information. The Provider must have robust systems in place to access local services and any emergency services. The Provider will have robust systems in place to monitor Children's needs and address any changes in their needs, and work in partnership with others to monitor the Child's needs as appropriate.
- 4.6 In all outcomes and Service requirements, the Provider will ensure that a range of methods and practices are used to empower and support all Children, including those Children with complex learning difficulties and/or physical disabilities, and those Children with significant medical needs, including those who receive nursing care in a dual registered Children's Home to ensure that they are enabled to participate and make a positive contribution. Care practices must challenge barriers to inclusion and equal access to opportunities for work, training and social participation.
- 4.7 The Provider will ensure that the Home is implementing good care practice based on current research and evidence.
- 4.8 All Children with complex learning difficulties and/or physical disabilities are treated first and foremost as a Child. Throughout this Contract where it states 'All Children' or 'Child' this always includes those Children with complex learning difficulties and/or physical disabilities. Where the Specification Parts 1 and 2 set outcomes and performance indicators for Children, the Provider will take particular account of the aptitudes, abilities and interests of the individual Child. Targets and expectations should always be stretching and aspiring, seeking to add value to Children's experiences and outcomes and to close the gap of disadvantage and disproportionate poor outcomes and achievements for 'Looked After Children'.
- 4.9 Nursing care may also be provided as part of the Service, but only if the Provider is registered with the appropriate statutory body to provide Nursing Care. Nursing Care must be carried out in accordance with the conditions of registration as set out in the Home's Statement of Purpose and in accordance with relevant Legislation and clinical governance. Education may be delivered by the Provider where they are registered to do so by the Department for Education (DfE).
- 4.10 The Service Specifications demonstrate the commitment of Purchasers and Providers to work in partnership with a robust focus on placements that achieve optimum outcomes relevant to the individual Child, within the framework of the Children Act 2004 **Every Child Matters 5 Outcomes**, being that Children should:
1. Be Healthy
 2. Stay Safe
 3. Enjoy and Achieve
 4. Make a Positive Contribution and

5. Achieve Economic Well-being

in addition to the above

6. placement stability in line with the Care Matters Agenda.

In addition, the Service Specifications have taken account of the **seven key outcomes** identified by **Children at the Children's Rights Conference 2005** that Children should:

1. Be Happy
2. Have enough Food and Drink
3. Stay in Contact with Family
4. Have Friends
5. Have Fun
6. Experience Love
7. Receive Respect

- 4.11 A copy of the Service Specifications should be kept at the Home and where applicable the School, for all Staff and Children to read. The Provider shall and shall use all reasonable endeavours to procure that its Registered Manager and in the case of a School the Head Teacher, and Staff are fully aware of, supported to and working to deliver a Service that meets the Service Specifications.

5. Performance Monitoring

The Agreement will be monitored by the Service Provider and the referring Local Authorities in accordance with the terms of the contract and any additional requirements in the Individual Placement Agreement. Each participating Local Authority reserves the right to collect performance monitoring information as detailed in appendix 4.

6. Underpinning Values and Principles

- 6.1 All signatories to this Contract agree to adopt and promote values and principles which place Children, their parents or carers (where appropriate) at the centre of their respective Service provision. The Welfare of the Child is paramount; this is the foremost principle and supersedes all others as a foundation for care planning and Service delivery. The Child's experience should be that their individual best interests are the primary concern of the Parties to this Contract.

BE HEALTHY	
BH 1 Outcome	Children are able to make appropriate attachments, develop resilience and experience emotional wellbeing through a sense of belonging and relationships with a consistent team of carers who care for them.
BH 2 Outcome	Each Child has at least one significant adult whom they trust to communicate with.
<u>Service Requirements</u>	

The Provider Must ensure that:

- (a)** staff have a caring approach and have emotional resilience to deal with challenging behaviour and high levels of dependency;
- (b)** staff promote protective and comforting behaviour and an understanding of appropriate touch;
- (c)** staff demonstrate an active interest and involvement in all aspects of Children's lives;
- (d)** staff promote positive relationships based on mutual respect and care for all, both within and outside the Home;
- (e)** the staff group reflects the diversity of society, and provides positive role models for all Children in terms of special needs including any disability, age, religion; racial origin, sexual orientation, culture and language;
- (f)** staff are competent and skilled to be alert and responsive to Children's emotional wellbeing and staff are skilled and competent to support Children, and access additional help if required;
- (g)** all staff are competent and skilled to identify and respond to early indicators of mental health issues such as self-neglect, self-harm and depression.

BE HEALTHY	
BH 3 Outcome	Children have optimum mental health and emotional well-being through feeling valued and having good self-esteem and are equipped to cope with life's challenges;
BH 4 Outcome	Those Children with an identified assessed need, access agreed mental health specialist services and/or therapeutic services.
<u>Service Requirements</u>	
<p>The Provider must ensure that:</p> <ul style="list-style-type: none"> (a) each Child is encouraged to make their own positive choices and decisions about their health, treatment, and life-style; (b) staff are competent and skilled to help Children to develop coping strategies that promote emotional resilience, and skills to deal with all forms of discrimination; (c) staff use a range of strategies to encourage and ensure Children attend and engage with therapeutic and/or health specialist services in line with their assessed need; (d) staff are competent and skilled to offer Children mental health promoting activities that allow Children to manage their emotions. Where more specialist anger management programmes and other accredited programmes such as counselling are required, the Provider shall work with the Council to ensure Children can access these. These may be provided by the Provider having regard to the Home's Statement of Purpose, or by externally commissioned services; (e) that any therapeutic services whether provided by staff employed directly by the Home, or commissioned independently, are undertaken by appropriately qualified and supervised practitioners. Clinical governance arrangements are in place to monitor and supervise provision of therapy provided by staff employed at the Home; (f) achievements are celebrated to reinforce and motivate good health and well-being 	

BE HEALTHY	
BH 5 Outcome	Children value the importance of their health and well-being and do not participate in harmful activities — particularly smoking, alcohol and substance misuse.
<u>Service Requirements</u>	
<p>The Provider must ensure that:</p> <ul style="list-style-type: none"> (a) staff are competent and skilled to provide information about the risks of smoking, alcohol and substance misuse; (b) there is a no smoking policy for Children and a no smoking policy for staff which applies to staff on duty at all times whether on or off site with Children; (c) staff are competent and skilled to look for early signs of substance abuse, misuse and addiction and take timely and appropriate actions to address these. 	

BE HEALTHY	
BH 6 Outcome	Children establish/sustain and develop optimum physical health;
BH 7 Outcome	Children, access appropriate advice, support and where appropriate, treatment, with regards to their emotional well-being, physical and mental health.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) staff use a range of strategies to encourage and ensure Children attend regular routine health checks and engage in any necessary treatments; (b) all Children have equal and appropriate access to universal and specialist health care. Wherever appropriate, Children are empowered and supported to take increasing levels of responsibility for their own health and well-being; (c) staff encourage Children to use any necessary aids and/or adaptations with increasing self-determination and reduced need for prompting. 	

BE HEALTHY	
BH 8 Outcome	Children with complex learning difficulties and/or disability achieve maximum mobility and independence.
<u>Service Requirements</u>	
<p>The Provider must ensure that</p> <ol style="list-style-type: none"> 1. Strategies and resources are deployed to support Children to achieve maximum mobility and independence. 2. Specialist equipment is maintained, and its usage monitored to ensure it remains fit for purpose. The Provider ensures that as the Child grows, specialist equipment is replaced and updated as necessary. 3. Reasonable adjustments are made to the environment and care practices to meet the requirements of the Disability Discrimination Acts 1995 and 2006. 	

BE HEALTHY	
BH 9 Outcome	Children, as appropriate to their age, are able to make informed decisions about engaging in sexual relationships.
<u>Service Requirements</u>	
<p>The Provider must ensure that</p> <p>staff are competent and skilled to educate Children having regard for their age and understanding, about sexual health, sexual relationships, the prevention of sexually transmitted infections and unplanned pregnancy. All staff and Children are able to access more specialist help and services if required.</p>	

BE HEALTHY	
BH 10 Outcome	Children know how to stay healthy through good diet and regular exercise in line with government initiatives on healthy eating;
BH 11 Outcome	Children are engaged in preparing healthy meals in the Home, and Children learn meal preparation skills for independence.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ol style="list-style-type: none"> (a) staff are competent and skilled to help Children to understand the importance of healthy eating, the importance of observing special dietary needs, and the dangers of eating disorders; (b) staff promote independence in managing special dietary needs; (c) resources are deployed, including funding and staff, to support the access of all Children to hobbies/activities that promote good health and regular exercise, on a regular and frequent basis. 	

STAY SAFE	
SS 1 Outcome	Children are safeguarded from bullying, self-harm, absconding, accident, injury, death, discrimination, crime, anti-social behaviour and abuse maltreatment, neglect, violence, and sexual exploitation.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) Children have various opportunities to disclose safeguarding issues; (b) child protection procedures, staff training and practices explicitly address how vulnerable Children are to be safeguarded from abuse, and how indications of abuse can be identified and acted upon; (c) every Child has a recognised mode of communication that is understood and used by all staff; (d) child protection policies and procedures include safe caring policies which provide clear guidance and rules about appropriate touch and being alone with Children; (e) staff are competent and skilled to undertake risk assessments to ensure the safety of Children whilst achieving a balance between safety, security and promoting Children's independence and risk assessments take account of each Child's perceptions of, and attitude to, risk; (f) staff who are responsible for writing and updating Children's Placement Plans are also trained and competent to write and implement written risk assessments and behaviour management plans to manage and minimise the risks to the individual Child. These are completed as part of the Home's care planning process; (g) staff take reasonable steps to ensure that Children who enter any employment training or work experience do so in a safe and legal environment. This will necessitate staff at the Home undertaking a risk assessment and ensuring the employer carries appropriate insurance; (h) staff understand the importance of, and facilitate Children to have, private contact with their social worker or other significant adult either by telephone or private meeting place within the Home, or away from the Home, so that Children can raise any worries about their Placement freely; (i) the Provider works with the Council to ensure that those Children who have opted not to see an advocate or independent visitor on a regular basis, are aware of who to contact and are able to access such services easily if they wish to at a future time and the Provider is able to provide documentary evidence to this effect; (j) staff regularly encourage Children through key worker sessions, house meetings and LAC reviews to understand their rights and responsibilities and how to raise concerns and complaints as well as how to access an independent advocate; (k) rules and permissions to do things are decided on an individual basis, taking into account age, level of risk for the individual Child and how 	

trustworthy they are, to enable Children to progressively develop their independence in a safe and informed way;

(l) staff follow the Council's multi-agency protocols for Children who go missing from their Placement and the Provider maintains a protocol (agreed between the Council and the Provider) to record any "handover" arrangements;

(m) there exists a strong culture in the Home that bullying and discriminatory behaviour is not tolerated and this is supported by rigorous policies and procedures that counter bullying and discriminatory attitudes and behaviour from staff, Children and visitors.

STAY SAFE

SS 2 Outcome

Children are treated fairly and as individuals, taking full account of their abilities, special needs, disability, age, religion, racial origin, sexual orientation, culture and language.

Service Requirements

The Provider shall ensure that;

staff are competent and skilled and resources are deployed to ensure that each Child is treated as an individual. This includes explicitly, the promotion of each Child's ethnicity, religion or belief, language, gender, sexual orientation and cultural heritage in order to support the development of a positive identity and realization of their full potential. Such considerations are at the forefront of individual care planning and service development.

STAY SAFE

SS 3 Outcome

Children have safe access to the internet and safe use of mobile phones.

Service Requirements

There are systems in place to protect Children from the risks of internet sites (e.g. chat rooms), mobile phones and inappropriate/unwanted photography and filming. Staff take steps to ensure Children are well informed of the risks and how to protect themselves from potential risks.

STAY SAFE	
SS 4 Outcome	Children are not unnecessarily or inappropriately restrained.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) behaviour management plans and risk management strategies are in place for each individual Child which identify the most effective de-escalation strategies to calm down situations that may lead to the need for physical interventions, as well as identifying work to be undertaken to equip Children with positive ways of managing their anger and anxiety to prevent it from leading to high risk behaviours; (b) staff training and practices explicitly address how Children are safeguarded from unnecessary restraint. 	

STAY SAFE	
SS 5 Outcome	Children feel secure and have stability
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) at all times, the Home is fully staffed, and steps are taken to recruit to fill vacancies as soon as they occur and staff turnover is minimised through good employment practices and support for staff, thereby promoting stability and continuity of relationships for Children; (b) arrangements for covering staff absences are factored into the core staffing capacity and the Home is not reliant on staff working over-time, or the use of agency staff other than for exceptional unplanned staff shortages; (c) the Provider, in partnership with the Council, does all they can to promote stability within the Placement and avoid emergency Placement breakdowns; (d) where a Child is involved in a critical incident that threatens the stability of their Placement, if a period of respite is agreed, a meeting will always be held to review the Care Plan and risk assessment and make a decision that represents the best interests of the Child; (e) staff are pro-active in requesting/convening such meetings where required, to minimise the risk of irretrievable breakdown and disruption to continuity of Care for Children; (f) there is minimal use of the police, and there are suitable procedures in place to deal with incidents in the Home. The Provider and staff avoid involving the police in incidents at the Home that would not normally attract police involvement if the incident occurred in people's own families and work jointly with any relevant initiatives. (g) Children are able to personalise their rooms, and are not expected to change rooms except where they themselves have requested to move, or a temporary move is necessary to allow for repair or redecoration, or the move is part of a behaviour management plan following a risk assessment and agreed with the Council. 	

STAY SAFE	
SS 6 Outcome	Children are ready for transition.
<u>Service Requirements</u>	
<p>The Provider ensures that:</p> <ul style="list-style-type: none"> (a) the Services' agreed contribution to the Pathway Plan is being achieved for each Child as appropriate; (b) where arrangements have been made to facilitate further education or employment opportunities, staff support the Child with any application processes and with the transition into further education or employment; (c) where a Child leaves the Home (i.e. to return home or to move into independent living), arrangements are made to ensure their transition is successful by considering ongoing contact between the Child and the Provider. Any arrangements are agreed with the Child's social worker and the Child, and are reviewed via the statutory review processes to decide if contact is still required. 	

ENJOY & ACHIEVE	
EA 1 Outcome	Children attend, and are supported in, full time education.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there is a strong ethos, culture and high expectations regarding education attendance and positive engagement with educational activities and that an appropriate framework of expectations for behaviour, time keeping, peer group associations and school work is implemented; (b) staff always take an interest in Children's school work, and encourage the completion of independent study/homework; (c) in partnership with the Council, Children who are out of school have access to alternative full-time provision which allows them to meet their potential, whilst working diligently and pro-actively to support the Child's return to school at the earliest opportunity; (d) there is an allocated member of staff for each Child, known to the Child, who liaises and works with schools to support Children to integrate within the education community; (e) each Child is encouraged to be fully involved in their education planning including their IEP, their PEP, their EHCP, their annual review and their transition plan; (f) suitable arrangements are made for Children travelling to and from their education provision including the provision of escorts where appropriate. 	

ENJOY & ACHIEVE	
EA 2 Outcome	Children are achieving their identified educational targets.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) Children with poor school attendance and those who are at risk of exclusion, are actively supported to remain in education or training; (b) all Staff support and encourage realistic targets of achievement; (c) where English is not a Child's first language, there is help and support available for Children to learn English as their additional language. Additionally there is help available to retain/develop their first language within or outside of the Home; (d) where appropriate, arrangements are made for Children to receive additional home tuition to meet special needs, and to promote the Child achieving their potential having regard to their particular aptitudes and interests. 	

ENJOY & ACHIEVE	
EA 3 Outcome	Children develop personally and socially.
<u>Service Requirements</u>	
<p>The Provider shall ensure:</p> <ul style="list-style-type: none"> (a) that active encouragement and support is given for the participation of Children in a range of extracurricular recreational activities, exercise, sport or play and that staff facilitate Children's involvement in appropriate youth, community, educational and other group based activities. (b) the active identification and deployment of resources for a diverse range of leisure activities, including some holiday provision and special outings during the school holidays; (c) where the Home is in a rural location, that staff are deployed and transport is provided to ensure Children's access to extracurricular activities is not restricted by geography; (d) that for all Placements planned to be over 38 weeks, Children are taken on an annual holiday that is equivalent to 14 days per year, and appropriate to their identified needs, at no additional cost to the Council; (e) that such a holiday is taken outside of the school term, unless for exceptional reasons which should be referred to the officer with case management responsibility for written approval; (f) that within the Home, a range of newspapers, books, magazines, toys, music and games are provided for Children's use, having regard to Children's interests and wishes. 	

ENJOY & ACHIEVE	
EA 4 Outcome	Children are happy and have pride in their achievements.
<u>Service Requirements</u>	
<p>The Provider shall</p> <ul style="list-style-type: none"> a. have strategies in place to help Children to join in, try hard, and fulfil their potential and shall ensure that Children's achievements are actively celebrated within the Home. 	

ENJOY & ACHIEVE	
EA 5 Outcome	Children have increased independence and self-reliance.
<u>Service Requirements</u>	
<p>The Provider shall ensure that</p> <ul style="list-style-type: none"> a. all staff encourage Children to understand how and where to find information and help in relation to independence. 	

MAKE A POSITIVE CONTRIBUTION	
MP 1 Outcome	Children know what their Placement Plan is, and are actively involved in their care planning/transition processes and decision making.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) every Child has access to a copy of their Placement Plan, PEP and EHCP /SEN in an appropriate format, having regard to any learning difficulty, disability or other special need; (b) every Child has knowledge of their most recent Care Plan / Pathway Plan / Placement plan; (c) where a Child is admitted in an emergency, the Placement Plan is developed in partnership with the Council and where appropriate the Child, within 3 working days; (d) all staff encourage Children to express their views and make use of an advocate to enable them to influence decisions that affect their day to day lives; (e) every Child has a recognized means of communication that is known to, and accessible to, all staff; (f) Children are actively involved and their views are always taken fully into account in decision making and Children receive feedback and explanations so they know that their views and worries are listened to, acknowledged and appropriately responded to; (g) staff are competent and skilled to undertake effective consultation and communication with Children, their families and appropriate others; (h) there are strategies in place to ensure each Child participates in house meetings and can contribute to decisions about the planning and management of Services and activities; (i) there is evidence of how Children's views, feedback and evaluation of the Services has influenced the development and continuous improvement of the Services. 	

MAKE A POSITIVE CONTRIBUTION	
MP 2 Outcome	Children have a range of age appropriate social, life, independent living skills and have an understanding of their rights and responsibilities.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there are opportunities and resources to assist Children in developing a range of social, life and independent living skills; (b) behaviour management practices place a primary emphasis on establishing positive relationships between staff and Children, and among the Children themselves; (c) where a Child is living in a solo placement, that Child has a range of opportunities to develop social skills and have experiences to avoid isolation and have increased interaction with peers and normal social living experiences; (d) where Children are living in single gender Homes, Children have a range of opportunities to engage with and develop a positive respect and regard for the opposite gender. 	

MAKE A POSITIVE CONTRIBUTION	
MP 3 Outcome	Children have pride in their Home environment.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) the Home is maintained to a high standard and staff maintain high expectations for the Home in which Children live; (b) staff encourage Children to contribute to household chores as appropriate; (c) Children are encouraged to take pride in their living accommodation and to take responsibility for keeping their Home and Room clean and tidy; (d) staff encourage Children to have respect for their own belongings and the belongings of others. 	

MAKE A POSITIVE CONTRIBUTION	
MP 4 Outcome	Children are good citizens, have a positive self-identity, mutual respect and empathy for the needs of others in and out of the Home
MP 5 Outcome	Children benefit from being with others and feel a sense of wider inclusion
MP 6 Outcome	Children make a positive contribution to their community.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there is an ethos, culture and practices for positive group living experiences based on social inclusion, empathy, mutual respect and acceptance; (b) Children develop an understanding of environmental issues including care for the environment; (c) there is an ethos, culture and practices for positive group living experiences based on social inclusion, empathy, mutual respect and acceptance; (d) all staff encourage Children to present themselves positively in all settings and to behave in a socially acceptable manner outside the Home; (e) all staff encourage Children to take part in activities and leisure interests which reflect their interests and abilities; (f) staff have the range of skills, abilities and motivation to participate in a range of leisure pursuits with Children; (g) it pro-actively promotes social inclusion and non-discriminatory behaviour and attitudes among all staff and Children; (h) birthdays, name days, cultural and religious festivals, as appropriate, are celebrated and Children are involved in the planning of such celebrations and the Provider allocates sufficient resources to do so; (i) staff encourage and support Children to be helpful people in their own way, and to be involved in community based activities, including helping to run activities where appropriate; (j) staff encourage, support and facilitate Children's involvement in appropriate youth and community and educational activities with others. 	

MAKE A POSITIVE CONTRIBUTION	
MP 7 Outcome	Children have at least one friend
<u>Service Requirements</u>	
<p>The Provider shall</p> <ul style="list-style-type: none"> a. actively promote the involvement of all Children in a social group in order to counteract isolation of the individuals by others and nurture friendships between Children and shall ensure that staff support those Children who for any reason do not readily fit into a group. 	

MAKE A POSITIVE CONTRIBUTION	
MP 8 Outcome	Children are equipped to successfully deal with significant changes.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) staff are competent and skilled in supporting Children, parent(s) and carers through the placement process; (b) staff are competent and skilled to employ a range of strategies and mechanisms for supporting and educating Children to manage change and respond to challenges at different stages in their lives; (c) Children know their rights, and are supported at key transition points in their lives, in partnership with other services as appropriate; (d) Children are involved in the decision making about all placement moves and significant changes to their Care Plan; (e) Children are encouraged and supported to keep in touch with the Home after they have left, wherever appropriate, particularly when Children have left the Home to live independently as a young adult. 	

MAKE A POSITIVE CONTRIBUTION	
MP 9 Outcome	Children are not offending, or there has been a reduction in their offending behaviour since their previous statutory review.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) staff, in partnership with other services and professionals, give guidance and support to prevent/reduce offending behaviour and its consequences; (b) resources are made available that support constructive and meaningful activity to engage Children and prevent their potential involvement in anti-social and/or offending behaviour; (c) Children who, through risk assessment and/or a court process have been identified as having high risk potential towards others, engage in appropriate treatment within or outside of the Home. Where the Home is caring for such Children, the Provider shall also ensure that the Home contributes to the multi-agency public protection arrangements (MAPPA) where these apply. 	

ECONOMIC WELL- BEING	
EW1 Outcome	Children feel positive about their future, and have ambition and aspirations with regard to where they want to be in life;
EW2 Outcome	Children take up post-school training/employment opportunities.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) staff identify with Children what they are good at, and what they like to do and encourage development in those areas. Staff encourage each Child to have ambitions about the life they wish to lead, and encourage them to think carefully about the choices they make now which will affect their quality of life. Staff support and explore positive and empowering opportunities and ways of achieving such ambitions including supporting the Children to challenge discrimination against them because they have been in care; (b) staff encourage and support Children to remain in education or training after statutory school leaving age and support them where this option is chosen; (c) staff encourage and support Children to engage in activities that help them to get work experience, learn work routines and build up a CV for later on in life. Staff also support Children with seeking employment, writing applications and preparing for interviews; (d) good links are forged with further education establishments, careers advisors and Connexions, and where possible mentoring schemes. 	

ECONOMIC WELL- BEING	
EW 3 Outcome	Children can manage their own finances safely and responsibly.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) each Child has access to appropriate and reasonable resources to enable them to participate effectively in economic life (i.e. transport/bus pass, weekly allowance and welfare benefits); (b) staff encourage Children to develop positive attitudes towards achieving their own economic wellbeing, including encouraging and supporting Children to have their own interest-earning savings account. Staff coach Children in developing a responsible approach to managing money so they appreciate the value of money and the benefits of saving; (c) staff encourage Children to manage their own finances through help with budgeting, saving and banking and staff ensure Children are given as much freedom as possible in making decisions about spending their own pocket money, allowances or earnings; (d) each Child is offered a lockable facility for the safekeeping of money, personal papers and valuables. 	

Part TWO – Education

BE HEALTHY	
BH (E) 1 Outcome	Children understand and practice a healthy lifestyle
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) the School's personal, social, health and citizenship education (PSHCE) curriculum promotes good health and a healthy lifestyle; (b) the PSHCE curriculum covers substance misuse, (including alcohol), sexual health and relationships and healthy eating/exercise; (c) there is involvement of local agencies including the local health agencies and professionals, such as the drugs and alcohol action team (DAAT), in the delivery of the PSHCE curriculum as appropriate; (d) the curriculum offers all Children access to physical activity at least twice a week; (e) staff are competent and skilled to be alert and responsive to Children's emotional well-being, including early indications of mental health needs, and staff are skilled and competent to support Children, and access additional help if required; (f) all staff are competent and skilled to identify and respond to early signs of visual or hearing impairment and other health issues, and discuss these with the Child's carers; (g) there is an operational no-smoking policy for staff on duty whether on or off site with Children, and as a general rule a no-smoking policy for Children; (h) drinking water is available in the school, meals and snack menus reflect healthy living and Children have opportunities to engage in food preparation as part of the curriculum; (i) there are appropriate opportunities for participation in relaxation and recreational activities built into the school day; (j) Children understand the importance of immunisations. 	

BE SAFE	
SS (E) 1 Outcome	Children are safe and feel safe within the School environment.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there are written Safeguarding Policies and Procedures which are understood and acted upon by all staff, and are compliant with the local safeguarding children's boards' inter-agency procedures; (b) staff training and practices explicitly address how the most vulnerable of Children are to be safeguarded from abuse, and how indications of abuse can be identified and acted upon; (c) IBPs (including risk assessments and risk management strategies) are in place for each individual Child and IBPs identify the most effective de-escalation strategies to calm down situations that may lead to the need for physical interventions, as well as identifying works to be undertaken to equip Children with positive ways of managing their anger and anxiety to prevent it from leading to high risk behaviours; (d) there are written procedures for monitoring and evaluating significant incidents involving Children, and the effectiveness of the School's behaviour management policy; (e) staff training and practices explicitly address how Children are to be safeguarded from unnecessary restraint; (f) all staff are trained in positive behaviour management techniques including approved physical intervention techniques and only staff who have completed such training are involved in physical interventions; (g) the School has a critical incidents plan and procedure and all staff are trained to exercise this in the case of an emergency or critical incident; (h) there exists a strong culture in the School that bullying and discriminatory behaviour is not tolerated and that this culture is supported by rigorous policies and procedures that counter bullying and discriminatory attitudes and behaviour from Staff, Children and visitors; (i) there are systems in place to protect Children from the risks of internet sites e.g. chat rooms, mobile phones, inappropriate/unwanted photography and filming and staff take steps to ensure Children are well informed of the risks and how to protect themselves from potential risks. (j) there are policies and procedures regarding safe internet access and there is provision for the application of safeguards and filters to govern safe internet access; (k) there are systems in place to regularly canvas Children's views and feelings. 	

ENJOY & ACHIEVE	
EA(E) 1 Outcome	Children have good learning experiences matched to their assessed needs;
EA(E) 2 Outcome	Children are adequately prepared for the opportunities, responsibilities and experiences of adult life.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) qualified teaching staff who meet professional standards are employed; (b) there are performance management review procedures for all teaching staff, and provision is made for all staff to be involved in training and continuous professional development and appraisal which includes targets for future performance; (c) a suitably qualified, registered, and competent teacher is employed to exercise management oversight for all teaching staff working directly with Children; (d) baseline assessments are made using data from previous school/statement and new assessments made on arrival (including social and emotional needs); (e) national curriculum levels/'P' scale levels are: <ul style="list-style-type: none"> (i) recorded at the end of each unit of work; (ii) included in the report for LAC review; (iii) included in the annual review report (for Children with statements); (iv) included in the Child's transition plan as applicable. (f) each Child has a PEP/IEP/IBP/EHCP and transition plan, as applicable, with targets and these are updated; (g) arrangements are in place to ensure short and medium term lesson planning is monitored at least termly; (h) lesson observation systems are in place to monitor the quality of teaching and learning at least termly; (i) the planning and delivery of the curriculum encompasses different teaching styles and techniques and responds to the age, aptitude, ability and learning style of the pupils; (j) the Provider makes provision for a range of multi-media resources which will support the delivery of the curriculum in a way that encompasses the need for different learning styles; (k) there are high expectations of all Children and plans are made having regard for individual abilities, aptitudes and interests, to support progression and attain demonstrable improvement in individual Children's achievement in line with the average for the comparable population of children in England. 	

ENJOY & ACHIEVE	
EA (E) 3 Outcome	Children attend school full-time.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) Children with poor school attendance and those who are at risk of exclusion are actively supported to remain in education or training and increase their attendance; (b) that links are maintained with mainstream education settings with the aspiration that Children will move into these settings; (c) that Children are able to show improvement in the levels of individual attendance and active participation in their learning; (d) school and residential staff are actively involved in planning and integrating the Child's life with school; (e) the school staff make representation on behalf of Children at their meetings including annual reviews and transition planning meetings; (f) the school staff always invite residential staff to attend all school meetings and other events. 	

ENJOY & ACHIEVE	
EA (E) 4 Outcome	Children are competent and confident in electronic communication techniques.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> a. the use of ICT is integral to planning and delivery of the curriculum. 	

ENJOY & ACHIEVE	
EA (E) 5 Outcome	Children are achieving their identified individual educational targets;
EA (E) 6 Outcome	Children have pride in their achievements.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there are high expectations for each Child to achieve individual stretching and challenging targets, and that the Child has pride in their achievements; (b) Children have access to SATs appropriate accredited awards including the opportunity to access at least 5 GCSEs or equivalent, 2 of which should include Maths and English; (c) where English is not a Child's first language, there is help and support available for Children to learn English as their additional language and additionally there is help available to retain/develop their first language either inside or outside of the School; (d) Children's achievements and attainments are celebrated; (e) there are agreed systems for recording all educational achievements (e.g. display boards, mention books and 'golden' awards). 	

MAKE A POSITIVE CONTRIBUTION	
MP (E) 1 Outcome	Children know what their PEP, IEP, IBP, EHCP annual review and transition plan targets are, and are actively involved in their education planning and transition processes and decision making;
MP (E) 2 Outcome	Children's views inform decision making in the School community.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) Children are actively involved in reviewing, decision making and developing the targets for their PEPs, IEPs, IBP's, EHCP, annual reviews and transition plans and that work is done in advance of meetings if necessary to enable the Child to participate; (b) there is a school council or other mechanism for Children to be involved in decision making about school activities and school life. 	

MAKE A POSITIVE CONTRIBUTION	
MP (E) 3	Children are good citizens, have positive self-identity, mutual respect and empathy for the needs of others in and out of the School.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) there exist planned opportunities to develop a range of secure and positive relationships with adults and other Children; (b) there exists mentoring and additional support for Children having difficulties forming/maintaining positive relationships with others; (c) Children are helped to acquire the knowledge and understanding to become informed and responsible citizens; (d) Children are participating and initiating activities in their school, community and the wider international community. 	

MAKE A POSITIVE CONTRIBUTION	
MP (E) 4 Outcome	That Children are equipped to successfully deal with significant changes in their lives.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) staff are competent and skilled in supporting Children, parent(s) and carers through the induction and leaving processes; (b) staff are competent and skilled to employ a range of strategies and mechanisms for supporting and educating Children to manage change and respond to challenges at different stages in their lives; (c) Children know their rights, and are supported at key transition points in their lives, in partnership with other services as appropriate. 	

MAKE A POSITIVE CONTRIBUTION	
MP (E) 5 Outcome	Children are not offending or there has been a reduction in their offending behaviour since their previous statutory review.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) all staff are trained and skilled to ensure early identification and intervention with Children at risk from anti-social behaviour; (b) the staff, in partnership with other services and professionals, give guidance and support to Children to prevent/reduce offending behaviour and its consequences; (c) there is evidence of restorative approaches such as conflict resolution and mediation. 	

ECONOMIC WELL- BEING	
EW (E) 1 Outcome	Children are ready for working life.
<u>Service Requirements</u>	
<p>The Provider shall ensure that:</p> <ul style="list-style-type: none"> (a) opportunities exist for all Children to learn about a range of different professions and occupations; (b) opportunities exist for all Children to receive independent professional advice from career education specialists; (c) opportunities exist for all Children to engage in work related experience and preparation for transition. 	

1.3.b Specification (Residential Short Breaks – disabled children and young people)
DO NOT READ THIS SECTION UNLESS YOU ARE APPLYING AS A SHORT BREAKS PROVIDER.

N.B. This specification is being tendered for Gloucestershire, Dorset and Swindon, although other participating Local Authorities reserve the right to call off from this lot if required.

1. Objectives and specification of the Services to be provided

The overall purpose of the provision of the Services is to contribute to improved outcomes for children and young people. This supports our vision of helping every child thrive and meet their full potential.

The purpose of this specification is to secure residential short breaks provision for disabled children and young people. The specific objectives of the Service are set out below:

- 1.1 To secure residential provision for disabled children and young people whose needs are profound and complex and prevent the meeting of their needs in non-residential settings.
- 1.2 To work in partnership with the Council to ensure that each Service User has an outcome-focused plan agreed and monitored by the young person (as appropriate), his/her parents, the Council and the Service Provider.
- 1.3 To ensure that all support plans, irrespective of length of stay, are creative, innovative and fun so that young people are safe and well-cared for, but also have opportunities to challenge themselves, acquire as much independence as possible, and enjoy themselves.

In providing the Services the Service Provider will ensure that all times during the Term it will:

- 1.4 Respect professional practices, opinions, constraints and responsibilities;
- 1.5 Commit to working in partnership with the Councils and their partner organisations;
- 1.6 Comply with Ofsted registration requirements
- 1.7 Commit to Equal Opportunities for the children and young people;
- 1.8 Commit in connection with the provision of the Services to engage with assessment and support planning processes as appropriate;
- 1.9 Ensure that each child and young person's unique worth is recognised, respected and nurtured;
- 1.10 Work in partnership with children and young people to bring about a positive change in their lives;
- 1.11 Work inclusively with children and young people regardless of disability, race, language, culture, religion, gender and sexual orientation;
- 1.12 Employ staff who only have high aspirations of children and young people with whom they work.

2. Eligibility

- 2.1 No attempt has been made to present a definition of disability that is universal or attached to entitlement to the Services because each service has its own criteria and threshold within the context of statutory duties and levels of demand. However, the Service Users that are the focus of this Agreement are encompassed by the definition contained within the Children Act 1989 section 17(11) as set out in Paragraph 2.2 below.
- 2.2 “A child is disabled if they have a physical or mental impairment and the impairment has a substantial and long term adverse effect on their ability to perform normal day to day activities”.
- 2.3 In respect of eligibility for the provision of the services, it will be available for any disabled child or young person assessed as needing this provision, with priority given to the following groups of young people:
- Children and young people with an Autistic Spectrum Condition (who have severe learning disabilities or behaviour which is challenging) **OR** those children and young people whose challenging behaviour is associated with other impairments such as severe learning disabilities.
 - Children and young people with complex health needs including those with disability and life limiting conditions, and/or those who require palliative care and/or those with associated impairments such as cognitive or sensory impairments and/or have moving / handling needs and/or require special equipment / adaptations.
- 2.4 Whilst the Service Provider will work with young people aged between 9 and 19 years of age, young people under the age of 12 are only expected to use the residential provision in exceptional circumstances.

3. Description of Service

The Service Provider will be required to provide services under the Arrangements that comply with the following principles and requirements:

3.1 Introduction

We will commission residential provision for disabled children and young people that is high quality, flexible and responsive to changing needs and outcomes. The Services must be able to meet the needs of those disabled children and young people with the most profound physical needs and/or behaviour that is considered significantly challenging. Residential provision must be safe, fun, and achieve measurable agreed outcomes for individual children and young people.

Some of the Local Authorities have made major changes in the last 5 years in how they work with families. This includes:

- supporting a much wider range of choices for breaks focused on activities that achieve additional outcomes for disabled children and young people including achieving greater independence, skills that for some will lead to employment, and making friendships;
- supporting families in having breaks at times that suit them to meet their needs as unique families;
- building new ways of working with families based on the principles of Self Directed Support using Personal Budgets.

The Service Provider must have high aspirations for disabled children and young people and demonstrate this through the provision of residential services that are as progressive, flexible, challenging and fun. The children using these Services will be those with the most complex needs and many will have profound communication needs. They need a safe, secure environment with a stable staff team. But they also need to be included in the world around them, with new experiences and acquiring new skills. We expect the Service Provider to work with young people, parents and the placing Local Authorities to progress and change over the period of this Agreement, responding to the changing needs and expectations of children and families, and the increasing possibilities for Children and Young People. The Service Provider must be adaptive and responsive to these changing needs as well as enthusiastic to learn and develop both the Services and their method of provision with us.

Throughout the term of the Agreement the Service Provider will work within the following framework;

- 3.1.1 **Outcomes focus** – referrals for the residential provision will be made with clarity about what the Services are expected to achieve for each child and family and how it will measure whether those outcomes have been achieved. The referring Local authority will be clear about why it (in partnership with the family) has referred a young person for residential provision rather than any other, for how long, and what it will be monitoring. The Service Provider will be required to operate within this clear outcomes-focused framework.
- 3.1.2 **Inclusion** – the Local Authorities require the residential services to enable young people to access inclusive activities within the local community wherever possible. The Local Authorities consider that Staff who know each child well and in whom parents have confidence, will be key to supporting young people to take part in a range of activities that might otherwise not be possible.
- 3.1.3 **Breaks when families need them most** – families most often need breaks at weekends and in school holidays, and we will seek Service Providers' flexibility to respond to times of peak demand.
- 3.1.4 **Medical tasks** – the Service Provider must ensure that Staff are trained and supported to carry out nursing tasks appropriate to their role.
- 3.1.5 **An evolving Service** – the Services will need to evolve over the period of this Agreement as our learning continues, and as the expectations and requirements of disabled children young people and families change. The

Local Authorities will commission residential children's homes provision for short breaks only when that is the best way to meet that child's needs, with the expectation that young people may well move on to a different type of provision as their needs change. The Local Authorities may be seeking to use this flexible residential provision to prevent placements out of county.

- 3.1.6 The Services must be provided within the framework of all relevant legislation and guidance that may be issued from time to time during the Term.

4. Management and Staffing

- 4.1 The Service Provider shall employ suitably trained and experienced Staff in sufficient numbers to provide the Services set out in the Specification and the Agreement, to the satisfaction of the Local Authorities and shall provide good and sufficient training and managerial support for the Staff.
- 4.2 The Service Provider shall ensure that Enhanced DBS checks are carried out and reviewed as required in respect of all Staff that it engages in and about the provision of the Services. The Service Provider shall immediately on demand provide to the referring or placing Local Authorities such documentation as is reasonably required by them to prove that such checks have been duly carried out and to provide them with copies of the results of such checks.
- 4.3 The Service Provider shall ensure that no person who discloses any convictions, or who is found to have any convictions following the results of a DBS check, is employed or engaged by the Service Provider or on the Service Provider's behalf, without the referring Local Authorities prior written consent (such consent shall not be unreasonably withheld or delayed).

5. Performance Management

- 5.1 The Agreement will be monitored by the Service Provider and the referring Local Authorities in accordance with the terms of the contract and any additional requirements in the Individual Placement Agreement.

6. Risk Management

- 6.1. Risk management is embedded in the culture of the Local Authorities, with members and managers at all levels recognising that risk management is part of their job.
- 6.2 The Service Provider will ensure that a risk management process is in place to identify, evaluate and control risk in connection with the provision of the Services.

Please note variant bids will not be accepted

The maximum duration of this contract is 4 (four) years with an option to extend subject to satisfactory performance and mutual agreement.

SECTION 2 – INSTRUCTIONS TO TENDERERS

2.1 E-tender System

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.

Supplier Guidance documents are also available to view and download.

If after reading the ProContract reference guides you are still unable to resolve your issue in using the system and require support please contact the technical Support Team

Due North Technical Support Team

By Tel: 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

By Email: swsupport@due-north.com

2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

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Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Tenderer does not wish to, or is unable to submit a Tender and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 Preparation of tender

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of

whatever kind and howsoever caused arising from the use by Tenderers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Tenderers will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-tender system.

2.4 Price Schedule/s

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling.

Where a child is in placement, if the new tendered prices are less than that the LA is already paying we reserve the right to transfer onto the new fees. If however the fees are more expensive the LA will stay with the previously agreed fee

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-tender system, the Tenderer must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

2.6 a) Submission deadline for initial creation of the Dynamic Purchasing System (Round 1)

Tenderers are required to submit their Tender within the e-tender system by **19th October 2015 at 12pm midday.**

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a DPS for some or all of the services for which tenders are invited.

2.6 b) Submission deadline for applying for admission into an established Dynamic Purchasing System (Round 2 onwards)

Organisations are required to submit their Application within the e-tender system by the date as specified on as stated in the DPS.

Organisations may submit their Application within the e-tender system at any time in the duration of the Dynamic Purchasing System and shall be evaluated for entrance per Round.

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a DPS for some or all of the services for which tenders are invited.

2.7 Tender Validity

The tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date of the Tender, to enable the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potential commercially sensitive information.

2.9 Confidentiality

This Tender process must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to complete a Tender or release its details other than on an 'In Confidence' basis to those whom they

need to consult for the purpose of preparing the Tender response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives.

2.10 Declaration of Conflict of Interest and Confidentiality Undertaking

Tenderers must state whether any members or officers of the Council have direct or indirect interest in their business.

2.11 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify at Appendix XX that it has fulfilled these requirements;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.12 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them

be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.13 Freedom of Information Act

Tenderers should note that the Council is subject to the 'Freedom of Information Act 2000' and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.14 Transparency

The Council is required to ensure transparency in its procurement function particularly in relation to publication of public expenditure and publication of all new contracts.

It is required to publish details of all expenditure over £500 made to its suppliers under government transparency policies. Details will be published on the Council's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council's right to publish details of expenditure as well as information contained within the supplier's tender.

2.15 Safeguarding

All commissioned services are required to adhere to the Council's safeguarding procedures and are in line with the Local Safeguarding Children Board (LSCB).

In summary the awarded Provider must be able to demonstrate that they have the following established processes:

- a. Child Protection policy and procedures (including details of how they ensure effective inter-agency working around safeguarding and a named Safeguarding Lead).
- b. Supervision Policy (which includes regular supervision of staff that includes an opportunity to discuss any child protection concerns where relevant).
- c. Safer Recruitment policy and procedures including appropriate training having been undertaken by relevant staff.
- d. Policy for managing a Positive DBS Disclosure – whether convictions or relevant 'soft' information, including use of the risk assessment tool provided.
- e. Policy for managing allegations against staff, volunteers and agency staff in line with national guidance.
- f. Knowledge and use of the escalation policy (on South West Child Protection Procedures website www.swcpp.org.uk).
- g. A Whistleblowing policy
- h. A policy on use of social networking sites and interaction with children and their families via social networking sites.
- i. Complete and keep an up to date Single Central Record of all staff, volunteers and agency staff.
- j. Evidence of an annual Safeguarding self-audit carried out by the organisation using provided audit tool.
- k. Evidence of appropriate training and development of staff/volunteers relevant to their role within the organisation.
- l. Staff / volunteers are made aware of and understand their professional boundaries, and their practice should reflect this. A code of conduct (or

similar document) makes clear appropriate boundaries for staff and volunteers.

2.16 Equality

The participating Local Authorities are committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.17 Ethical Standards

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

2.18 Social Value

The Council will procure its services, where appropriate, in line with the Social Value Act. The Act asks commissioners to think about securing extra benefits for their area when they are buying services.

The benefits sought should depend on what would best meet that area's particular needs, and could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local congestion).

When responding to an Invitation to Tender, Suppliers might wish to consider the following:-

- Understand the needs of the local area and the Council's priorities.
- Articulate the social value offer - quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.
- Help the Council to understand the full range of innovation you can provide.
- Consider guidelines for paying a Living Wage

There will be a specific question relating to social value within the tender questionnaire.

For further details on the Council's Social Value Policy, tenderers can request a copy of the policy from the Procurement Team by e-mailing procurement@banesnes.gov.uk

2.19 Step-In Rights

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

2.20 Use of non-framework providers

The Local Authorities reserve the right to invite quotations from others and as appropriate, to place orders elsewhere for any or all of the contracted services during the period of the Contract where the Framework Providers are unable to offer an appropriate, timely service, or when an alternative service best meets the needs of the child.

2.21 a) Procurement Timetable: Establishment of the DPS (Round 1)

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
10 th September 2015	ITT issued to potential suppliers
19 th October 2015 at 12pm midday	Establishment of DPS (Round 1) – Return Date (Opening of next Round)
20 th November 2015	Successfully Applicants – Notified
20 th November 2015	Unsuccessful Applicants – Notified
1 st April 2016	Commencement Date of Contract

2.21 b) Procurement Timetable: Further Rounds

The Rounds will be set initially as 6 cycles commencing on the closure of Round 1 as stated in the DPS System. The Council however reserves the right to amend the opening frequency.

2.22 Required documents

Within this Tender process, Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement	x
Section 2 – Instructions to Tenderers	x
Section 3 – Questionnaire	✓
Section 4 – Commercial Response	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non Collusion Certificate	✓
Appendix 2 – Terms and Conditions of Contract	x
Appendix 3 – Pricing Schedule	✓

Please Note: The completion and electronic return of all the documents ticked above is mandatory

SECTION 3 – QUESTIONNAIRE

This tendering questionnaire is divided into two parts:

Part One – Suitability questions

This section comprises general suitability questions and will be evaluated on a pass/fail basis to assess your organisations suitability to enter into a contract with the Council. This section covers both aspects that are required for information only, together with others that carry a pass/fail element.

Where appropriate or necessary to answer the question meaningfully, information specific to each Home for which a price is being tendered is to be provided.

You must pass all the “pass/fail” sections for your tender to be considered further and for your service proposal under Part Two to be evaluated.

Part Two – Tender Response

This section along with your tendered prices will be scored to evaluate your overall proposal for provision of the service.

In this section you are asked to respond to a series of questions the answers to which will be used as the basis of an assessment of the quality of your offer. This forms 60% of the weighting of the tender.

A. Notes for completion

- I. 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’.
- II. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.
- III. Please return a completed version of this document with your tender submission using the e-tendering system.
- IV. Please familiarise yourself with the requirements of the specification when providing a detailed response to each question. Each question response has a maximum word count and must be completed using aerial font size 12. Any response over and above the stated word count will be disregarded by the evaluation panel and the organisation notified accordingly.
- V. Unless specified otherwise, appendices should be limited to diagrams that will help illustrate your answer and must not be used to extend the required word count. If you are unsure of whether a particular document is acceptable to be

attached as an appendix to your application please submit a question via ProContract.

- VI. All organisations shortlisted to the ITT stage will be subject to a satisfactory credit report obtained by B&NES finance department.

B. Qualification Information

The purpose of the Qualification Information is to enable the Council to assess potential suppliers in terms of technical knowledge, capability/capacity, organisational and financial standing to meet the Council's requirement against the minimum requirements.

CORE QUESTIONS

Section 1 - Supplier information

1.1 Supplier details	Answer	
Full name of the Supplier		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant	i) Voluntary, Community and	<input type="checkbox"/> Yes

boxes to indicate whether any of the following classifications apply to you	Social Enterprise (VCSE)	
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

1.2 Bidding model

Please mark 'X' in the relevant box to indicate whether you are;

a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>

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

satisfactory performance of the contract.	
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u></p>

1.3 Contact details	
Supplier contact details for enquiries	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

	order to provide the requirement in this procurement?	
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Section 2 - Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Council for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European		

Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		

(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		

<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		
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Section 3. Grounds for discretionary exclusion – Part 1

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

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

(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting Council, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the Council may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix 1. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

‘Self-cleaning’

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

Section 4. Grounds for discretionary exclusion – Part 2

The Council reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Council has indicated that the contract is over £5million in value, and the Council is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

"Occasion of Tax Non-Compliance" means:

(a) any tax return of the Supplier submitted to a Relevant Tax Council on or after 1 October 2012 is found to be incorrect as a result of:

1. a Relevant Tax Council successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Council under the DOTAS or any equivalent or similar regime; and/or

(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none">▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or▪ a tax Council in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>principle; or</p> <ul style="list-style-type: none"> ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	
<p>If answering “Yes” to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Council to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> • Corrective action undertaken by the Supplier to date; • Planned corrective action to be taken; • Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or • Changes in financial, accounting, audit or management procedures since the OONC. <p>In order that the Council can consider any factors raised by the Supplier, the following information should be provided:</p> <ul style="list-style-type: none"> • A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax Council has challenged pursuant to the GAAR, the “Halifax” abuse principle etc. • Where the OONC relates to a DOTAS, the number of the relevant scheme. • The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended. • The level of any penalty or criminal conviction applied. 		

Section 5 - Economic and Financial Standing

	FINANCIAL INFORMATION									
5.1	<p>Please provide one of the following to demonstrate your economic/financial standing;</p> <p>Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td></td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> <td></td> </tr> </table>		(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years										
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation										
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position										
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).										
5.2	Where the Council has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.	<input type="checkbox"/> Yes <input type="checkbox"/> No								
5.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the ITT</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p>		Name of the organisation		Relationship to the Supplier completing the ITT					
Name of the organisation										
Relationship to the Supplier completing the ITT										
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No								

Section 6 – Technical and Professional Ability

6	Relevant experience and contract examples		
	<p>Please provide two written references that are relevant to the Council's requirement. Contracts should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and voluntary, community and social enterprises (VCSEs) may include samples of grant funded work.</p> <p>Enter contact details for each reference provided below so that the Council can verify the accuracy of references provided.</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p> <p>The Council reserves the right to collect references for host local authorities where a home is situated before making a call off from this framework.</p>		
		Contract 1	Contract 2
6.1	Name of customer organisation		
6.2	Point of contact in customer organisation Position in the organisation E-mail address		
6.3	Contract start date Contract completion date Estimated Contract Value		
6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.			

C - NON-CORE QUESTIONS

Section 7 Project Specific Questions

a – Safeguarding and Child Protection

7.a1	Does your organisation have safeguarding/child protection/safer recruitment policies which are made available and publicised to all staff*?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a2	Is this child protection policy reviewed at least annually and updated in light of legislation and revisions to Working Together to Safeguard Children 2013	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a3	Does the policy include a named person(s) in the organisation that all staff know about who leads/deputise on child protection and deals with any concerns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a4	Does the policy include information on child sexual exploitation (CSE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a5	Does your organisation ensure that relevant staff receives appropriate child protection training?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a6	Does the above policy and any procedures within the supplier service relate to the shared South West Child Protection Procedures? (www.swcpp.org.uk)	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a7	Does your organisation ensure the necessity to secure the safety and welfare of a child takes precedence over issues of confidentiality?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a8	Does your organisation ensure that their staff are aware that if they are concerned that a child has or may have been abused they are required to report this immediately to the designated Child Protection lead within their organisation as early as possible and consider with them (referring as appropriate and according to their organisation information sharing protocols) a referral to the relevant social care team?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a9	Does your organisation have an up to date allegations management policy** and procedures or equivalent that all staff are made aware of and staff know who to report concerns to? (“Whistle blowing policy”). (** allegations	<input type="checkbox"/> Yes <input type="checkbox"/> No

	against staff)	
7.a10	Does your organisation have a supervision policy which includes regular supervision of staff that focuses on the child protection element where relevant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a11	Does your organisation have a Single Central Record which records for example all staff details including address, date of birth, start date and dates of when the relevant vetting checks have been carried out?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a12	Do your organisation's safer recruitment procedures specify that applicants need to complete an application form that meets recommended safer recruitment standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a13	Does your organisation's safer recruitment policy state that two written references are obtained and any offer of employment is conditional on the receipt of satisfactory references; that telephone contact must be made with at least one referee (the most recent or relevant) in order to verify the reference and that Referees are required to answer specific questions to help assess an applicant's suitability to work with vulnerable groups?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a14	Is confirmation of employment conditional on satisfactory post-employment checks and this is made explicit in all the organisation's offer letters irrespective of type of work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a15	Is verification of Identity undertaken at Interview?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a16	Is permission to work in the UK is established?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a17	Is enhanced DBS Clearance obtained for all staff working with vulnerable groups where regulated activity is involved?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a18	Does your organisation have a DBS policy of re-checking staff every 3 years for those working in regulated activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.a19	Do you ensure all staff wear an identity card and with a	<input type="checkbox"/> Yes

	photograph wherever possible?	<input type="checkbox"/> No
7.a20	Does your organisation have a procedure to review your safer recruitment policy every year and ensure compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

b - Insurance

7b 1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5m Public Liability Insurance = £5m Professional Indemnity Insurance = £5m</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p> <p>* Bath & North East Somerset Council has a mandatory requirement of £5m for Employer's Liability and Public Liability Insurances</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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c – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
7c 1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7c 2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
7c 3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

d - Environmental Management

7d 1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Council (including local Council)?</p> <p>If your answer to the this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
7d 2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

e - Health and Safety

7e 1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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7.g3	Does your organisation have designated individuals who own information and are responsible for ensuring that business is transacted within an acceptable level of risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.g4	Do you have policies in place to meet relevant laws and regulations for the safe management of information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.g5	Are training plans and programs in place to ensure security awareness across your organisation, and in contracts and partnership agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.g6	Do you undertake risk assessments and put appropriate security mechanisms in place to protect the confidentiality, integrity and availability of the information you hold?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.g7	In the last 3 years, has your organisation had any security breaches in regards to information governance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.g8	If you have answered yes to 7.g7 what did you do to rectify the situation?	

h – Terms & Conditions

The Terms and Conditions of Contract are attached at Appendix 2.
Please tick the box below to confirm your acceptance of these.

Terms and Conditions Accepted ☐

Please note failure to confirm your acceptance of the terms and conditions will invalidate your ITT.

I - Additional Information

Complete the table below for **all registered homes** based on the last full inspection:

Name and address of Home	Unique Ref No.	Ofsted Rating (where applicable)	Date of last inspection	LA where home is based

You are required to attached the following as an appendix to your bid;

- your organisation's safeguarding policies
- your organisation's safer recruitment policies

In addition all bidders are required to make available to following documents if requested;

- Locality Risk Assessments
- Statement of purpose

Part Two – TENDER RESPONSE

NOTES TO ORGANISATION:

1. This part of the tendering questionnaire will be evaluated by scoring your answers against the published evaluation criteria as detailed in evaluation matrix.

1	APPROACH Bidders are required to answer this section (1) in no more than 1200 words.
	<p>1.1 What is your approach and ethos to working with children and young people in terms of matching, coming into your home(s), living within your home(s) and moving on? In your response we will be looking for evidence of the following:</p> <ul style="list-style-type: none">• Details of how your organisation is adapting to meet the changing needs of looked after children• Evidence showing how you ensure your assessments and matching process robustly support making offers of places where the child's needs match the ethos, residents and statement of purpose of the Home(s)• Details of your approach to preparing young people for moving on from residential care into, semi-independence, foster care or reunification with their families• Details of your approach to admissions and how you ensure children settle into placements• Details of your approach to avoiding placement disruption and/or breakdown and how behaviour management supports that goal• Details on how you support contact• Evidence of how you operate a child centred service, based on meeting individual needs and individual placement plans, and address changes.• Details of how you specifically target educational attainment and attendance.• Evidence of the positive action do you take to ensure the safety of children in your care• Evidence of consideration of social value and any areas of innovation, best practise and added value you are able to bring to this service

2	<p>EXPERIENCE AND WORKING KNOWLEDGE</p> <p>Bidders are required to answer this section (2) in no more than <u>500</u> words.</p> <p>2.1 Detail the experience and expertise your organisation possesses which is of particular relevance to this contract. In your response we will be looking for evidence of the following:</p> <ul style="list-style-type: none"> • Evidence of how you have helped children and young people to achieve positive outcomes • Evidence of how you have closed the disadvantage gap for children and young people • An example of when an intervention with a particular child or young person has not been successful and how you have adapted and learned from this
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3	<p>QUALITY OF PERSONNEL / MANAGEMENT</p> <p>Bidders are required to answer this section (3) in no more than <u>750</u> words.</p> <p>3.1. Detail the number of homes and % of qualified managers held by your organisation. your organisation. In your response we will be looking for evidence the following:</p> <ul style="list-style-type: none"> • Evidence of appropriately qualified management staff <p>3.2. Describe your workforce training and development programme to meet the changing needs of children and young people. In your response we will be looking for evidence the following:</p> <ul style="list-style-type: none"> • Evidence of an appropriately skilled workforce with opportunities for continual professional development of all staff. • Evidence of skills and ability to adapt appropriately to the changing needs of children and young people <p>3.3 Detail your organisation staff turnover for the last 12 months. In your response we will be looking for evidence the following:</p> <ul style="list-style-type: none"> • Evidence of the ability to retain suitably skilled and qualified care and support staff during the period of the contract.
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4	<p>MONITORING AND EVALUATION</p> <p>Bidders are required to answer this section (3) in no more than 400 words.</p> <p>4.1 Describe the methods and processes you apply to quality assurance and monitoring. In your responses we will be looking for evidence of the following:</p> <ul style="list-style-type: none"> • Robust methods and processes in place to ensure the effective quality assurance and monitoring <p>4.2 Describe the processes you have in place to ensure the continuous improvement of your services. In your responses we will be looking for evidence of the following:</p> <ul style="list-style-type: none"> • Robust methods and processes in place to enable the identification or problem areas and ability to rectify these
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SECTION 4 – COMMERCIAL RESPONSE

4.1 Pricing

Tenderers must complete the attached pricing schedule with all the proposed charges/prices to provide the requirement(s).

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting framework or contract.

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation and Award

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Council expects to make an award for the Contract within 14 days of the closing date for the submission of tenders. The Council may, if necessary, extend the period for completing the award process.

No useful purpose is served by enquiring about the result of a competition. Tenderers will be notified of decisions as early as possible.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully awarded will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Council execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers who have not been successful will equally receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulation 2015.

Tenderers should note that the Council reserves the right to terminate this procedure without any decision to award.

Tenderers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.1 Evaluation of the Tender stage

Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

Tenderer's completion of the evaluation questions will give the award score in terms of Quality. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, and specific questions to technical abilities in terms of contract delivery / performance in relation to the goods and services being tendered.

Tenderer's completion of the Price Schedule will give the award score in terms of Price.

AWARD CRITERIA & WEIGHTINGS

AWARD CRITERIA & WEIGHTINGS		
Price	[40%]	
Quality	[60%]	<p>Approach – 35%</p> <p>Experience and Working Knowledge 10%</p> <p>Quality of Personnel 10%</p> <p>Monitoring and Evaluation 5%</p>
		<p>Quality Scoring</p> <p>For each bullet point detailed under the 4 main sub criteria, the following scores are applied by Evaluators against a Tenderer's submitted responses:-</p> <p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence</p> <p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence</p> <p>5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive</p> <p>All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.</p> <p>Pass / Fail: Where sections or questions have the criteria as a Pass or</p>

	<p>Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender not proceeding to full evaluation.</p> <p>Price Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.</p> <p><u>Stage 1</u></p> <p>All price bids are compared against lowest bid to reach percentage difference from lowest bid.</p> <p><i>Equation: $\text{price bid} - \text{lowest bid} / \text{lowest bid} * 100 = \text{Sum A}$</i></p> <p><u>Stage 2</u></p> <p>Sum A is then shown as % different from 100</p> <p><i>Equation: $100 - \text{Sum A} = \text{Sum B}$</i></p> <p><u>Stage 3</u></p> <p>Sum B is then divided by 100 to show it as a figure</p> <p><i>Equation: $\text{Sum B} / 100 = \text{Sum C}$</i></p>
	<p>Within a Score Card all weightings are allowed a maximum of 100 and based on percentages. This applies to a single weighting of an overall question template, section or question.</p> <p><i>For example:</i></p> <p>Score Card with four sections Four sections totalling 25 points each = 100 for the whole evaluation Each question in a section totalling 20 points each = 100 for that section</p> <p>When evaluating weightings are applied first to the questions, and then the results of those weightings are applied to those of the sections. If scored 100% for the questions in a section, that result would be multiplied against the section's weight. So 100% of a section with a weight of 100 would be 100% of the evaluation – however, 100% of a section with a weight of 10 would only account for 10% of the evaluation in relative terms.</p>

5.2 Moderation of Scores

Once all tenders have been received and scores completed, it may be necessary for the scoring panel to request clarifications from the tenderers. These will be submitted on the e-tendering system and will be available for all tenderers to see and respond to.

As a result of these clarifications, it may be necessary to moderate the initial scores, for example, if tenderer(s) have misunderstood a question.

5.3 Bidder Clarification Meetings

It may be necessary to hold bidder clarifications meetings and these may also result in the initial scores being moderated.

5.4 Site Visits

It may be necessary for the tender panel to undertake a site visit (where appropriate) to see a service in situ at a tenderer's customer offices. If this is scored then the scores will be added into the final moderation.

5.5 Final moderation

All the scores from the tender, presentations, clarifications, and site visits will be combined to produce a final score and the tenderer with the best overall score shall be identified.

5.6 Taking-Up of Customer References

The tender panel will take up references from the winning bidder.

5.7 Evaluation Report and Recommendation

An evaluation report will be produced by the procurer/tender panel and recommendation made to award to the winning bidder.

5.8 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

5.9 Contract Award

The Contract award process is completed and the procurer will debrief all tenderers.

5.10 Debriefing post tender

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Council is intending to award them the business subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Council intends to award the Contract. The notification will explain the 10 day standstill period and must state the name of the winning tenderer, the overall score of all the tenders and reasons to justify the award and must pertain to the published award criteria. The Council must explain the advantages of the winning tender and the disadvantages of the unsuccessful tenders.

The 10 day standstill period generally starts on the date of the notification letter (except where the letter is issued late in the day or on a weekend). The letter will advise the date the standstill elapses.

Tenderers should submit a request for further information in writing within 2 calendar days of the date of the notification letter. The Council must give its debriefing at least three working days before the end of the standstill period. A debrief requested outside of the standstill period or after the first 2 calendar days must be responded to by the Council within 15 days after the date of the request.

The Council will be careful not to disclose confidential information of the successful bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any bidder, or might prejudice fair competition.

5.11 Tiering

Following the contract award providers will be placed into one of two tiers for each of the lots based on the 40% price and 60% quality scores detailed above.

Tiering will be applied at mini competitions stage when referrals are sent out. In this way providers are competing with similar providers.

5.12 Mini-Competitions

The purchaser reserves the right when running mini competitions from this DPS to target providers by:

- Geography (in order to comply with 'The Sufficiency Duty' and place children close to home.)
- Unit size (1 bed, 2 beds etc.)
- Specialist Service (e.g. CSE / trafficked Children; Autistic Spectrum Disorder and challenging behaviour; Sexually Dysfunctional Behaviour;
- Emotional and Behavioural Disorders; Profound and Multiple Disability;
- Short term crisis / intervention placements; Therapeutic; Complex mental health issues.)

SECTION 6 - APPENDICES

1. Non-Collusion Certificate
2. Terms and Conditions of Contract

3. Declaration of Conflict of Interest and Confidentiality Undertaking (Open Tender only)
4. Pricing schedule

APPENDIX 1

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client).....

.....

in relation to (details of tender and reference).....

.....

certify on behalf of (name of Tenderer).....

that, with the exception of any information attached hereto (see * below):

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....

APPENDIX 2

TERMS AND CONDITIONS OF CONTRACT

APPENDIX 3

PRICING SCHEDULE

Price Submission

1. We are seeking prices for a range of needs and you must check the relevant box to identify for the Home(s) listed on the pricing schedule, which needs are met as follows:

- Residential children's homes
- Residential children's homes for children with disabilities
- Whether the tendered rates also/only apply for short breaks services as per the specification included in the tender
- Whether the hourly rates offered will apply to any outreach service to support a child that may be commissioned
- Whether Education services (registered or not registered)

2. Only include more than one Home on a price schedule where they offer identical services and fees.

3. You must complete all the boxes either with an appropriate price response or "N/A" where you do not offer that service, except that:

4. You may insert as many rows as required for the rebate thresholds. It is expected that these thresholds will also take account of current spend/volume discounts in each contract year including current and new placements and not be based solely on additional business from the Local Authorities.

5. Where you wish to tender for Short Breaks provision you may, submit a separate pricing schedule. If that is the case please highlight that by checking the box to show that the tendered price ONLY applies for short breaks, for the relevant home.

6. We reserve the right to ask for a full cost breakdown of costs relating to each home tendered.

Pricing Schedule

Part A

1. This Pricing Schedule sets out the overarching expectations of Services and goods to be included in the Price, having full regard for the Children's Homes Regulations 2015 and National Minimum Standards March 2015 (and any amendments), the Home's Statement of Purpose and the requirements of this Contract Terms and Conditions and Service Specification.
2. Where the anticipated costs in some relation to an individual Child's needs are agreed to be exceptional, this shall be discussed by Purchaser and Provider, and where agreed such exceptional costs may be agreed as additional costs listed in the Individual Placement Agreement, as per box 6 of the schedule.
3. Providers are required to cost their overall services or individual homes as homes for children with a disability.
4. Where different costs or needs catered for apply to individual homes then this schedule (Part B) is to be completed for each such home.

5. Service Provision

All providers, must provide the following as a minimum

5.1 General Requirements

- 24 hour supervised care and board.
- All food (including special dietary needs and all School lunches).
- General assessment of needs (full report to be provided after 4 weeks of placement commencing).
- Weekly written progress reports / assessment reports on individual Children for planning and review meetings.
- Individual programmes of work / assistance / preparation for independent living / preparation for a family placement.
- Allocation of a key worker.
- Supervised contact within the Home (if necessary).
- All management and administrative work.
- Appropriate adult work in police stations.
- 24 hour On Call Service.
- Full compliance with all requirements in the Contract.

5.2 Allowances / Equipment

- Pocket money, birthday and festival presents.
- Toiletries, skin care products and hair care cutting and products.
- Provide school uniform, general sports activity clothing and other clothing
- Any replacement special clothing requirements, e.g. unusual sizes or for children with disabilities.
- School books & educational equipment where required to supplement learning, for example through home tuition.
- Access to a computer and the internet within the Home. (This can be a shared computer/ device but it must enable safe usage and effective studying and be located in a quiet place). Monitoring must be compliant with the requirements of the Purchaser.
- Religious requirements.

5.3 Activities, Sports and Learning

- All Leisure activities and hobbies – (including materials, equipment, clothing & tuition costs).
- Up to 14 days holiday in the UK or abroad (to include sufficient support, all travel, food and accommodation).

5.4 Communication and Travel

- Unlimited UK land line telephone calls to immediate family members (and appropriate others as identified in the IPA).
- Unlimited telephone calls to the Professionals and services such as social worker, children's rights officer, complaints officer.
- Unrestricted access to 'Childline', OFSTED and the Service Purchaser's complaints officer.
- Other telephone calls within reason.
- All travel/transport costs including Staff escorts.
- Day school outings and visits.
- Contact visits to family members (and appropriate others)
- Staff costs to attend meetings and reviews at the Home or at the Service Purchaser's premises.
- Court Attendance costs.
- Collect and return absconding, missing or vulnerable Child to placement.
- Interpreting and translation costs.

6. Additional Service Provision

Providers may offer these services to purchasers based upon the child's specific individual needs. Where additional services are offered at an additional cost, this is costed individually and may be purchased as and when required by the Purchaser to **Enhance** the core provision and set out these fees in section 6.

Examples of additional services:

Art Therapy, Complementary Therapies, Drama Therapy, Hydrotherapy, Occupational Therapy, Psychologist - Clinical / Educational, Psychotherapy, Psychiatric Treatment, Physiotherapy, Speech Therapy, Play Therapy, Music Therapy, General Assessment, Assessment of Placement Needs, Family Assessment, Parenting Assessment, Psychiatric Assessment, Psychological Assessment,

Upon agreement by both the Provider and the Purchaser, any additional costs, which may be relevant to a Child's specific needs, must be detailed separately on the IPA.

Part B

Name of Home & Ofsted
Unique Ref No:

Name:
URN:

1. Type of Provision (choose only one, complete a separate schedule if the Service / Home(s) (Please check <input type="checkbox"/> appropriate box)				
a. Children's home <input type="checkbox"/>		b. Children's home for children with a disability. <input type="checkbox"/>		
Needs met (check all boxes that apply)	Children's home <input type="checkbox"/>	Children's home for children with a disability <input type="checkbox"/>		
Check if this schedule's rates ALSO apply for short breaks for disabled children				<input type="checkbox"/>
Check if this schedule's rates ONLY applies for short breaks for disabled children				<input type="checkbox"/>
Check if this schedule's hourly rates also apply for any outreach services commissioned				<input type="checkbox"/>
Check if Education has also been tendered in either Section 4 or 5				<input type="checkbox"/>

Based on the information above, insert weekly fees on the following table.

2. Standard Price (As checked at Box 1 above)

The Weekly Price to be inserted in column A (excluding VAT), specifying the standard Staff to Child ratio (as defined within the Contract). Columns B and / or C are to be completed where varying levels of Staff to Child support are provided at variable costs (where applicable).

	Staffing Ratios (Staff : Child)		
	A	B	C
	Standard Price (Specify Staff Ratio as defined within contract) :	1:1	2:1
TOTAL PRICE PER WEEK (excl. VAT)	£	£	£

3. Annual Volume Rebates

3.1 Providers, who are interested in submitting and an annual volume rebate in each contract/contract year, please fill in this section.

3.2 Please specify your annual south west tender volume rebates. To include partner authorities but not named purchasers.

3.3 Volume rebates shall be applied in the following way. If you offered a discount of 1% and the various LAs spent £250,000 in the sub region in 2013/14 the discount would be £2,500 in each contract year.

3.4 If Authority A has spent £125,000 and Authority B has spent £125,000, the rebate would be returned by the Providers in equal measures to Authority A (£1250) and to Authority B (£1250), no other authorities would receive a rebate in respect of this discount.

Rebates apply to all south west tender placements: please complete as many lines as possible	
Volume of all actual annual spend in each contract year £	Discount rates on ALL annual spend from £0.01 upwards. Please complete as many lines as possible %
Over 250,000 to 350,000 from £0.01 upwards	%
Over 350,000 to 550,000 from £0.01 upwards	%
Over 550,000 to 750,000 from £0.01 upwards	%
Over 750,000 to 950,000 from £0.01 upwards	%
Over 950,000 to 1,150,000 from £0.01 upwards	%
Over 1,150,000 to 1,350,000 from £0.01 upwards	%
Over 1,350,000 to 1,550,000 from £0.01 upwards	%
Over 1,550,000 to 1,750,000 from £0.01 upwards	%
Over 1,750,000 to 2,000,000 from £0.01 upwards	%
Over 2,000,000 from £0.01 upwards	%

4. Additional Service Provision (where applicable provide cost per week or per hour/session)			
<p>These additional services may be requested according to the Child's Plan / Pathway Plan, Placement Plan, Health Plan, Education Health and Care Plan and PEP. The following costs can be added to the service costs where applicable, by negotiation with the provider. Unless formally agreed in writing the Purchaser is not liable for any additional service Provision Costs</p>			
	Complete all the price fields		
Service Type	Per Hour or N/A	Per Session, or N/A	Per Week, or N/A
Waking nights			
Support Worker – Qualified			
Support Worker – Unqualified			
External education support worker			
Education (registered)			
Education (not registered)			
Cognitive Behaviour Therapy			
Psychological Counselling			
Psychologist - Clinical / Educational			
Psychotherapy			
Nurse			
Psychiatric Treatment			
Physiotherapy			
Speech Therapy			
Art Therapy			
Complementary Therapies			
Drama Therapy			
Hydrotherapy,			
Occupational Therapy			
Play Therapy			
Music Therapy			
General Assessment			
Assessment of Placement Needs			
Family Assessment			
Parenting Assessment			
Psychiatric Assessment			

Psychological Assessment			
Other (please specify)			

The above price(s) are deemed to be inclusive of all costs and expenses incurred in providing the Service.

All costs and rates should be inclusive of all expenses, printing and similar disbursements

APPENDIX 4

OUTCOMES SHEET

Name of Young Person: DOB:..... Provider:

Overall Purpose of placement from the Care Plan e.g. placed for permanency / reunification with family / move to alternative placement:

Outcome²	Key method(s) used to achieve outcome (and Evidence Log³)	Target⁴	Timeframe	Progress Update	RAG status⁵

¹ Each shall be cross-referenced to the source of the outcome e.g. care plan or statement, and the specific requirement therein such as a paragraph number/section

² How you will do it and the source of evidence that will support that the outcome has been met e.g. educational records / behavioural incidents log which must be capable of being audited

³ What the anticipated target for the outcome will be e.g. educational attainment, specific independence skills, reduce/improve to X incidents of specified behaviour per month/week

⁴ Your judgement of the probability of meeting the target date (Red – No, Amber – Unlikely, or Green - Yes)

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Are all appropriate documents required from LA in place and current? Have all meetings been attended by appropriate LA personnel? If no, please provide details below.	Y/N

Has the young person been consulted about their placement? If yes: What is the young person's view of the placement, how it is progressing and their outcomes?	Y/N

Glossary

Contracting Bodies' or `Contracting Body' or `End User' means any other contracting bodies described in the framework agreement;

'Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Council' means Bath & North East Somerset Council acting as the lead Commissioner for this tender;

`Contract' means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

'Dynamic Purchasing System' or 'DPS' is the completely electronic tendering system for the selection of providers that comply with minimum selection requirements. A DPS must remain open throughout its duration for the admission of any Organisation that meets the Selection Criteria. Organisations admitted to the DPS will be invited to submit Tenders [Invitation to Tender] for specific call-off contracts for Goods or Services when these requirements are identified by the Council;

"e-tender system" means the electronic tender system named Pro-Contract. It is provided by Due North and is hosted via <http://www.supplyingthesouthwest.org.uk>

'Invitation to Tender' means the Tender process and all its components, inviting tenders for inclusion within the Framework Mini Competition;

`Offer' means the offer made by the Tenderer in relation to the Proposed Contract

'Specification' means the scope of the Goods or Services to be provided pursuant to this Contract as set out in Appendix 2 – Specification;

`Tender / Tenderers' means a Contractor submitting a tender to the Council for inclusion on the Contract: