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**Suppliers Guide to the Tender Process**

**SELECT LIST APPLICATION**

**FOR**

 **Independent Critical Friend Service**

**DN696224**

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# IMPORTANT NOTICE

* 1. The Council provides this application form, and any other documentation that it sends to you for this Select List application process on the basis that they remain the Council’s property and you must treat the contents as confidential. If you are unable or unwilling to comply with this you:
	+ must destroy this application form and all associated documents at once; and
	+ must not keep any electronic or paper copies.
	1. This Application Form is made available in good faith. The Council gives no warranty as to the accuracy or completeness of the information contained in it, and disclaims all liability for any inaccuracy or incompleteness contained in it.
	2. The Council reserves the right to reject applications which are not submitted in accordance with the instructions given.
	3. The Council reserves the right to cancel the Select List(s) application process at any point. The Council are not liable for any costs resulting from cancellation of this process or for any costs incurred by suppliers as a result of taking part in the application process.
	4. Application Forms must be completed in the English language.
	5. Suppliers are deemed to understand fully the processes that the Council must follow under relevant European and UK legislation.
1. Freedom of Information Statement
	1. As part of the Council’s duties under the Freedom of Information Act 2000, it may need to disclose information about this application process to anyone who makes a request.
	2. If a supplier thinks that any of the information given in their application form is commercially sensitive (meaning it could reasonably cause prejudice to the Supplier if disclosed to a third party) then it should be clearly marked as ’**Not for disclosure to third parties**’. Suppliers should also give valid reasons in support of the information being exempt from disclosure under the Act.
	3. The Council aims to consult with Suppliers and consider comments and any objections before it releases any information to a third party under the Act. However, the Council will be entitled to decide in its absolute discretion whether any information is:
	* exempt from the Act or
	* to be disclosed in response to a request for information.

The Council must make its decision on disclosure in line with the provisions of the Act and can only withhold information if it is covered by an exemption from disclosure under either of them.

* 1. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
		1. has not been clearly marked as ‘Not for disclosure to third parties’ with supporting reasons (referring to the relevant category of exemption under the Act where possible);
		2. does not fall into a category of information that is exempt from disclosure under the Act (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or where it is in the public interest to disclose this and there is no statutory duty to withhold.

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Suppliers interested in providing the services covered by these arrangements are required to answer all the question in Section 3, 4 and 5 of this application form and submit these completed sections to :

ChildrensCommissioning@hartlepool.gov.uk

The sooner your application is submitted the sooner it can be evaluated and if successful the sooner you will be on the Select List.

It is envisaged that the Select List will be operational from 1st Nov 2023 for an initial period of up to 4 years with the option to extend for a further 2 years subject to performance and funding.

Application onto the Select List will also remain open until 31st Oct 2027, when it will be reviewed.

If you have any questions please send them to :

ChildrensCommissioning@hartlepool.gov.uk

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| SECTION 1 - INSTRUCTIONS FOR SUPPLIERS |
| **Specification / Requirements**1.1 Further details of the Council’s needs under the Contract and other relevant information are provided in Section 2 - Specification / Requirements. |
| **Clarifications**2.1 ALL questions and queries relating to this Application MUST be submitted to ChildrensCommissioning@hartlepool.gov.uk2.2 Other than the person or persons identified as Council authorised officers in Section 2 - Specification / Requirements, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this invitation to quote or any other matter relating to the Contract.2.3 The Council reserves the right to issue supplementary documentation at any time during the process to clarify any issue or amend any aspect of the request. All such further documentation that may be issued shall be deemed to form part of the request for information and shall supplement and/or supersede any part of the documentation already issued to the extent indicated.2.4 Suppliers must obtain for themselves at their own expense all information necessary for the preparation of the application.  |
| **Compliance with Council Policies**Under the Contract the Council will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their application. Policies applicable to the delivery of the Contract are available to view here:<https://www.hartlepool.gov.uk/downloads/file/7302/compliance_with_hartlepool_borough_council_policies> |
| *Submission Requirements**4.1 The Application From must be received in accordance with the relevant instructions.**4.2 Suppliers must submit their Application Form directly to:**ChildrensCommissioning@hartlepool.gov.uk****This is the only acceptable method of submission****.* *Postal or, faxed submissions will not be accepted. Documents must be compatible with Microsoft Office or Acrobat/PDF.**4.3 Application Form must be written in the English language.**4.4 In the event that a Supplier submits more than one application, the application with the latest time of submission will be evaluated and the other(s) disregarded.**4.5 The Application (including price) should remain valid for a minimum period of 2 years.**4.6 The Application* ***should not*** *be qualified in any way.**4.7 Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.**4.8 If a word or page limit is quoted on a particular question or questions and this is exceeded then any information provided that exceeds the stated limit will not be considered, regardless of relevance or quality.**4.9 Where the pricing of the Application is abnormally low or high, the Council reserves the right to reject the Application in accordance with the requirements for further investigation described in The Public Contracts Regulations 2015.**All Applications will be checked initially for compliance with all requirements of the request for application.**This Application will be evaluated on a 100% quality basis.* |
| Contract The Application Form and acceptance onto a Select List does not constitute a contract with the Council. Any resulting Contract will only take place when the supplier is engaged in actually providing the services and an official council order/contract has been received by the Supplier/signed by the council. |
| 6. **Pricing**6.1 Suppliers must complete and submit the Form of Application.6.2 All Prices/Rates shall be stated in pounds sterling and exclusive of VAT6.3 All Prices/Rates must be firm for the period of any Contract. 6.4 Suppliers must also indicate all other costs that are included in the application price e.g. travel, call-out, expenses etc. As no claim for additional payment will be considered for items that have not been specified. **Prices submitted by bidders in the Form of Application must include all costs associated with delivering any contract.**  |

# SECTION 2 - Specification / Requirements

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| **Select List Particulars** |
| Title | Independent Critical Friend Service |
| Council | Hartlepool Borough CouncilCivic Centre,Victoria Road,Hartlepool,Cleveland.TS24 8AY |
| Period of Select List  | The Select List length will initially be for up to 4 years, from 1st Nov 2023 to 31st Oct 2027 [with options to extend for up to a further 2 years]Suppliers will be required to confirm that services will be provided in the extension periods if required. |

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| **Specification / Requirements** 1. **Introduction**
	1. The Hartlepool and Stockton-on-Tees Safeguarding Children Partnership is seeking to work with suitably qualified and experienced individuals who can offer advice on social care practice and service delivery, in the role of an ‘Independent Critical Friend’.
	2. Those who pass an initial tender process will be invited to join a preferred provider list and may be selected to undertake specific peer review activities around an identified issue or theme, based on their background and experience. No form of exclusivity or volume guarantee has been granted by the Local Authority for Services from the Provider and the Local Authority is at all times entitled to enter into other contracts and agreements with other Providers for the provision of any of the Services.
2. **Context**
	1. In February 2017, partners from Hartlepool and Stockton-on-Tees Clinical Commissioning Group, Hartlepool Borough Council, Stockton-on-Tees Borough Council and Cleveland Police met to consider the implications of the Children and Social Work Act 2017 on local arrangements for safeguarding and protecting Children in Hartlepool and Stockton-on-Tees. From this, a Hartlepool and Stockton-on-Tees Safeguarding Children Partnership project team was established to plan how partners will work together to fulfil their role as set out in [Working Together 2018 (3.6).](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/729914/Working_Together_to_Safeguard_Children-2018.pdf)
	2. Our agreed vision for Hartlepool and Stockton-on-Tees Safeguarding Children Partnership (HSSCP) is to ensure:
3. **“Every child in Hartlepool and Stockton feels safe, secure and is protected from harm, enabling them to reach their full potential.”**
	1. Part of this agreed vision is an understanding that we do not want to simply provide a more efficient way of doing the same things. Instead, the safeguarding partners want to ensure that we strengthen and deepen the way we work together, based on the Children’s Hub model, to ensure effective multi agency working throughout our whole system.
	2. Our aim as a partnership is to understand what is working well, what needs further development in our collective safeguarding practice to achieve this vision and how to address areas that do not meet the required standards.
4. **The Role of the Independent Critical Friend**
	1. Provide assurance in judging the effectiveness of multi-agency arrangements to safeguard and promote the welfare of all children in the local area
	2. Investigate and report findings that will lead to recommendations being made
	3. The scrutiny should be objective and promote reflection to drive continuous improvement
	4. Consider how effectively the arrangements are working for children and families as well as for practitioners
	5. Work with front line practitioners to develop appropriate learning activity to meet the identified theme
5. **Service Aims**
	1. Achieve the best possible outcomes for children and families and provide the right services that meet need in a co-ordinated way
	2. Improve safeguarding practice across all partners thus impacting positively on the lives of children
	3. Improve multi agency working, early identification and analysis of issues and threats / barriers to improve safeguarding practice
	4. Enable shared learning with front line staff across all partners
	5. Establish and embed peer challenge as a process for learning and improvement
	6. Embrace a culture of challenge with organisations and agencies holding one another to account
	7. Share information effectively to facilitate more accurate and timely decision making for families;
	8. Deliver on key elements that inform the basis of effective safeguarding practice, including, but not limited to: effective governance, quality assurance and intelligence; and a culture of learning and improvement
	9. Contribute to the content of the partnerships annual report of the effectiveness of safeguarding arrangements, their performance and the effectiveness of local services
	10. Ensure the that the voices of the children, young people and their families are appropriately represented and heard in the work of the partnership
6. **Service Expectations**
	1. The Provider will be required to undertake the following duties, in the interest of scrutinising a particular identified issue or theme:
		1. Working with cohorts of multi agency professionals in a facilitative process to identify areas of good practice and make recommendations for improvement
		2. Interview multi agency staff and supervising managers and work effectively with them to investigate topics / themes identified by the HSSCP safeguarding partners
		3. To provide outcome focused evidence based on self-evaluation methodology
		4. Produce evaluative reports and good practice guides (of a high quality) that can be used to support improvement, innovation and shared good practice
		5. To share learning and good practice using a variety of methods including training development presentations
		6. Facilitating group discussions
		7. Conducting multi-agency audits
7. **Observance of Statutory Requirements**

**7.1** The Independent Critical Friend shall comply with all statutory and other provisions to be observed and performed in connection with the Services and shall have particular regard to including subsequent revisions of :* 1. The Children Act 1989 (sec 26 and 24D)
	2. “Working Together to Safeguard Children – A guide to inter-agency working to safeguard and promote the welfare of children” – Department for Education
	3. The Care Standards Act 2000
	4. NHS & Community Care Act 1990 (sec 50)
	5. Children and Adoption Act 2002
	6. Health and Social Care (Community Health and Standards) Act 2003
	7. The Advocacy Services and Representations Procedure (Children) (Amendment) Regulations 2004.
	8. The Children Act 1989 Representations Procedure (England) Regulations 2006
	9. Every Child Matters: Next Steps
	10. The Children Act 2004
	11. Getting the Best from Complaints. DfES
	12. Learning from Complaints. DOH
	13. Local Authorities’ Social Services Complaints (England) Regulations 2006
1. **Performance Monitoring**
	1. To be agreed.
2. **Values and Principles**
	1. The Service offered will promote the values adopted by Children, Education and Social Care in regard to:

**Privacy** The right of young people to be left alone or undisturbed and free fromIntrusion or public attention to their affairs **Dignity** Recognition of the intrinsic value of young people regardless of circumstances by respectingtheir uniqueness and personal needs and treating them with respect**Independence** The young people will be encouraged to maintain independence wherever possible, even in circumstances when he/sheneeds assistance with personal care tasks**Choice**  The individual has the opportunity to select independently from a range of options and to influence the nature of service offered, and the style it is provided**Rights** The young people will have all entitlements associated with citizenship and will be aware of their rightto comment upon the quality of Service provided **Fulfilment** Realisation of personal aspirations and abilities in all aspects of daily life**Equality** That people receive the same quality of service irrespective of gender, culture, race, religion, sexuality, disability or special personal circumstances **Participation** To listen to what children ask for and try to meet those requests wherever possible by offering a choice of services sensitive to the wishes of children and of their families and in accordance with their assessed needs1. **Risk Management and Lone Working**
	1. The Local Authority has a duty to minimise and manage any risks posed to the child or young person during the delivery of this service.
	2. The Provider has a duty to minimise and manage any risks posed to their staff and the Provider must record and implement all practical control measures to minimise risk to all of those involved in the service.
	3. The Provider is required to use the Local Authority’s information to complete a risk assessment prior to the commencement of the service which must be updated as necessary. Within this assessment, the Provider is required to undertake and document any situation that may develop causing risk to their worker or those involved in the Service. Such risks should be evaluated by experienced and trained Provider staff members and, where necessary, reported back to the Local Authority or other stakeholders responsible for purchasing the Service. Such risks need to be considered on an individual basis and each case must be assessed individually.
	4. Where there is a risk of violent or confrontational behaviour, the Provider must ensure that staff undertaking the service are suitable trained and familiar with relevant procedures such as those relating to Behaviour Management, Incidents, and the use of any Physical Interventions. The Provider will ensure that comprehensive policies and procedures are in place to cover these issues and these will be made available to the Local Authority for inspection on request.
	5. There are no specific legal duties on the Provider in relation to lone working. However, the Provider is under a general duty under Section 2 of the Health and Safety at Work Act to maintain safe working arrangements and under Regulation 3 of the Management of Health and Safety at Work Regulations to carry out a risk assessment of the hazards to which their employees are exposed. The Provider is expected to have a suitable Lone Working Policy that includes how the staff will be contacted. Where risks may challenge the delivery of the service and the care staff involved, the Provider will complete the appropriate risk management plan.
	6. Where the risk is assessed as high the Provider is expected to provide the appropriate communications with the lone worker especially when continuing supervision is required. The lone worker should be equipped with a means of two-way communication, a pager or a personal alarm or company phone; this is at no expense to the staff member.
2. **Rights and Responsibilities**
	1. It is recognised that in the delivery of this service the rights and responsibilities of children and young people are paramount,and the Purchaser and Provider will take into consideration the following standards in the delivery of this service.
	2. The Child’s Rights and Responsibilities:
* Children’s welfare will be central to all aspects of the Provider’s purpose, function, policy and procedure;
* In all aspects of its functioning, the Provider will ensure that Children have every reasonable opportunity to exercise reasonable choice;
* The Provider will strive to ensure that Children’s rights to be treated with equality, irrespective of race, gender, ethnicity, disability, national origin, age, religion, sexuality, social class, illness or economic status are respected;
* Children have the right to be listened to and treated with courtesy and consideration;
* Children have the right to be and to feel safe and secure.
1. **Privacy and Confidentiality**
	1. The Provider will advise all Staff on the importance of maintaining privacy and confidentiality and will implement procedures that ensure compliance with relevant legislation.
	2. The boundaries of privacy and confidentiality must be clear and when necessary, the Provider and staff must make children aware of situations where their duties and responsibilities may prevent them from keeping some information to themselves, particularly where there are possibly issues of child protection.
	3. There must be no unnecessary intrusion or public attention in relation to the Child or Young Person and their family’s affairs.
	4. The Provider and staff must be trained in the risks posed by inappropriate use of information relating to the delivery of the service and take appropriate action, when using or accessing electronic communication links such as social media, mobile phone applications and gaming consoles etc.
	5. Any documents provided by the Council/HSSCP and information which the Independent Critical Friend may acquire as a result of this Agreement shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the HSSCP Partners and shall not be disclosed, disposed of or used for any purpose without prior written consent from the HSSCP Partners.
	6. The Independent Critical Friend agrees that he/she shall not without the prior written consent of the Council//HSSCP, who, where appropriate, will consult with the HSSCP Partners during the term of this Agreement or at any time thereafter communicate or disclose to any person, firm or company or use for his/her own purposes any of the confidential information relating to the Council or the HSSCP Partners in any manner whatsoever. Such consent shall be withheld only as far as may be reasonably necessary to protect the legitimate business interests of the Council or the relevant HSSCP Partner.
	7. The Independent Critical Friend will refer any media approaches concerning the Service to the Council/HSSCP’s Press Officer in liaison with the Chief Executive (and Director of Children’s Services as appropriate).
2. **Safeguarding Children**
	1. The Provider must have clear Child and Adult Safeguarding Policy and Procedure that clearly links to Hartlepool Borough Council’s and Tees Wide Local Adult and Child Protection protocols for recognising, responding, reporting and recording suspected or actual abuse.
	2. The safeguarding of Workers and Service Users is paramount to responding to suspect or actual allegations of abuse and should be reflected in the Service Providers Disciplinary Procedures.
	3. Workers should have guidance on when to disclose information to protect vulnerable Service Users.
	4. The Provider will have clear Whistle Blowing Policy and Procedures that informs Workers of the circumstances in which they should report untoward behaviour or instances.
	5. The Provider must follow safer recruitment processes when recruiting new staff as well as undertaking Enhanced DBS checks, in line with statutory guidance.
3. **Other Interests**

**14.1** The Independent Critical Friend shall take appropriate steps to ensure that they are not placed in a position where, there is or may be an actual conflict, or a potential conflict, between the pecuniary, personal or professional interests of the Independent Critical Friend and the duties owed to the Council under the provisions of this Agreement. The Independent Critical Friend will disclose on a confidential basis to the Council’s Chief Executive and Director of Children’s Services particulars of any such conflict of interest which arise and who will determine in any particular case whether the conflict of interest is such as to prevent the Independent Critical Friend acting in a particular case.* 1. The Independent Critical Friend may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place them in a conflict of interest with the Council and/or HSSCP. The Independent Critical Friend may not be involved in any capacity with a business, trade, profession or other activity which does or could conflict with the business of the Council and or HSSCP without the prior written consent of the Council’s Chief Executive.
1. **Hours and Record of Work**

**15.1** The Independent Critical Friend will be available to the Council for the agreed period, at such times and such locations as the Independent Critical Friend and the Council agree from time to time. This may include attendance at evening meetings.* 1. A working day is defined for the purposed of this Agreement as working for either a half day of up to three hours forty two minutes or a full day of up to seven hours twenty four minutes.
	2. The Independent Critical Friend shall provide a record of work undertaken to the HSSCP Manager.
	3. Where meetings are attended by the Independent Critical Friend that he / she has other pecuniary interests in and expenses are to be claimed, a breakdown of the expenses to be claimed from each of the involved parties will be provided.
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# SECTION 3 - Application Form

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| Application From…………………………….…………........... (insert name of supplier). |
| 1. I/We confirm that I/we can supply the services as specified in the Specification document at an all-inclusive total price of:- **£....................................................per hour (insert figure net of VAT)**
 |
| 2. I/We confirm that we submit our application form and price on the basis of the following terms and conditions:* The Council’s specification / requirement, as detailed in Section 2 – Specification/Requirements;
* The Council’s terms and conditions as identified in the Contract to this application process.
 |
| 3. I/We confirm that the quoted price will remain fixed for the duration of the select list and any resulting contract. |
| 4. I/We agree that any Contract resulting from this application process will consist of:-* The Council’s written specification / requirement as detailed in Section 2 – Specification/Requirements
* The Council’s Contract in relation to this application process.
* The Quoted price submitted with the application form
 |
| 5. I/We confirm that:* the information supplied to you and forming part of this Application; and
* (to avoid doubt) any information that I/we supplied to you as part of my/our initial expression of interest in providing a application was true when made and remains true and accurate in all respects.
 |
| 6. I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as needed. |
| 7. I/We confirm that this Application has been submitted in accordance with the Council’s policies available at: <https://www.hartlepool.gov.uk/downloads/file/3288/compliance_with_hartlepool_borough_council_policies> |

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| Signed by: |  | Date: |  |
| Print Name |  |  |  |
| Position |  |  |  |
| For and on behalf of Bidding Supplier] |  |

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| Please give the name of a contact should queries arise about your application |
| Name. (Printed) |  |
| Address |  |
| Telephone Number |  |
| Email:  |  |

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| Please detail the location of your normal service point: where orders and service requests should be directed |
| Name (Printed) |  |
| Address |  |
| Telephone Number |  |
| Email: |  |

# Section 4 – Suitability Assessment Questionnaire (SAQ)

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| **Notes for Completion of the Suitability Assessment Questionnaire (SAQ)** |
| **Evidence of Suitability****Bidders who self-certify that they meet the requirements for modules in this questionnaire may be required to provide evidence of this if they are successful at contract award stage.** |

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| **A – Supplier Profile - Note to Supplier This is required for information purposes only.****Please provide the following details:** |
| Suppliers Name: |  |
| Registered or trading name (if different from above): |  |
| Registered Address |  |
| Company Registration Number |  |
| Address from which the service will operate (if different from above). |  |
| Contact Name: |  |
| Contact's Job Title: |  |
| Contact's Telephone number: |  |

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| **B – 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).  | **Delete as appropriate** |
| **B1 - Within the past five years, has your Supplier (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?** | 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 Supplier 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. |
| **B2 - Non-payment of taxes****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 Supplier is established (if outside the UK), that your Supplier is in breach of obligations related to the payment of tax or social security contributions?** | **Delete as appropriate** |
| If you have answered “yes” to question B2 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 Supplier is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.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? | Yes/No |

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| **C – Grounds for Discretionary Exclusion**  | **Delete as appropriate** |
| **C1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your Supplier:** | Yes/No |
| (a) Your Supplier has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts 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 Supplier 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 Supplier is guilty of grave professional misconduct, which renders its integrity questionable;(d) Your Supplier has entered into agreements with other economic operators aimed at distorting competition;(e) Your Supplier has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;(f) The prior involvement of your Supplier 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 Supplier 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 Supplier—(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 Contracts Regulations 2015; or(i) Your Supplier has undertaken to (aa) unduly influence the decision-making process of the contracting authority, or (bb) obtain confidential information that may confer upon your Supplier undue advantages in the procurement procedure; or(j) Your Supplier has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j); |

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| **Conflicts of interest**In accordance with question C1 (e), the authority 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 authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.**Taking Account of Bidders’ Past Performance**In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this SAQ. The authority may also assess whether specified minimum standards for reliability for such contracts are met. In addition, the authority may re-assess reliability based on past performance at any stage in the procurement process. 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 B1, B2 and C1 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 authority in each case. If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to remain 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, Supplieral 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 authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision. |

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| **D** | **Health & Safety**  |
|  | **The Council requires Organisations to make the following commitments to health and safety by signing the undertaking in this Section:*** To provide adequate control of the health, safety and welfare risks arising from the Organisation’s work activities which may affect workforce or others.
* To consult with the workforce on matters affecting health and safety.
* To provide and maintain safe plant and equipment.
* To make sure of safe handling and use of substances.
* To give information, instruction and supervision for workforce.
* To make sure all workforce are competent to do their tasks and to give them adequate training.
* To prevent accidents and cases of work related ill health.
* To maintain safe and healthy working conditions.
* To make sure enough funds are available to implement this statement.
* To review and revise this statement as necessary at regular intervals not exceeding 12 months.

Further, whilst your organisation carries out any work on the Council’s behalf you agree to:* make sure that your entire workforce will keep to all relevant health and safety legislation; and
* keep to any instructions from our supervising or safety officers.
 |
| Print Name (must be an authorised signatory) |  |
| Signed: |  |
| Position or status in the organisation: |  |
| Organisation’s name: |  |
| Date: |  |
|  | **Health & Safety (continued)**  |
| 1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.Please note that if we request proof of compliance from your organisation we will require a copy of your organisation’s Health & Safety Policy (if 5 or more people employed) or a statement of how your organisation ensures compliance with Health & Safety legislation (if less than 5 people employed). | Yes ☐No ☐ |
| 2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.HBC will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to HBC’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.  | Yes ☐No ☐ |
| 3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes ☐No ☐N/A ☐Sub-Contractor not used |
|  | **Health & Safety (additional for High Risk)**  |
| **Exemption and pertinent questions selection:****If your organisation meets criteria identified in one of the questions 1-3 below and you can provide the supporting evidence required, you do not need to complete questions 4-28 below. If the exception is not claimed, please move to Role identification and complete the questions relevant to your business below.** | **Yes or No** | **Provide a copy of certificates or other supporting evidence** |
| 1. | Have you within the last 12 months successfully completed a pre-qualification application undertaken by an assessment provider able to demonstrate that its information gathering system conforms to PAS 91? |  |  |
| 2. | Have you within the last 12 months, successfully met the assessment criteria of a pre-qualification scheme in registered membership of the Safety Schemes in Procurement (SSIP) forum |  |  |
| 3. | Do you hold a UKAS or equivalent, accredited independent third party certificate of compliance with BS OHSAS 45001? |  |  |
|  | **Role identified** | **Complete questions** |
|  | Organisations **with more than 5 employees**  | 4-14 |
| Individuals or Organisations **with less than 5 employees**  | 15-19 |

**High Risk Activity Questions more than 5 employees**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Question** | **Examples of types of information in support of responses, which will be taken into account in assessment** | **Yes** | **No** | **Suppliers unique reference to relevant supporting information** |
| **4.** | Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) | A periodically reviewed policy, signed by the Chief Executive & dated. Include the responsibilities for H&S management at all levels in the organisation |  |  |  |
| **5.** | Are you able to describe your arrangements for ensuring your H&S measures are effective in reducing/preventing incidents, occupational ill health and accidents? | Please provide details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce |  |  |  |
| **6.** | Do you have access to competent H&S advice/assistance? | Please provide evidence of how your organisation obtains advice and assistance – include the CV of the person providing advice and an example of advice provided in the last 12 months |  |  |  |
| **7.** | Do you provide employees with appropriate training and information regarding the hazards, risks and controls associated with your work activity? | Please provide evidence that your organisation has in place and implements, training arrangements to ensure the workforce has sufficient skills and understanding to discharge their various duties, This should include records of induction, specific and refresher H&S training, together with relevant professional qualifications & competence cards where appropriate. Please include records of training for managers/supervisors and training for employees. |  |  |  |
| **8.** | Do you check, review and where necessary improve your H&S performance? | Please provide evidence of routine monitoring of H&S performance by managers, together with evidence of periodic review of H&S performance at a board level |  |  |  |
| **9.** | Do you have procedures in place to involve the workforce in planning and implementation of H&S measures? | Please provide evidence of consultation with the workforce on H&S matters and including evidence that their comments/complaints have been appropriately considered and where appropriate taken on board. |  |  |  |
| **10.** | Do you routinely record and review accidents/incidents and undertake follow up action | Please provide records of accident rates over the past 3 years. Include details of at least 1 investigation together with the remedial action taken to prevent a recurrence. Please include details of any enforcement action undertaken in the last 3 years, including prosecutions, improvement or prohibition notices or material breaches in H&S. Include the action you have taken. If any enforcement action is currently pending please include details |  |  |  |
| **11.** | Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which you are being engaged? | Please provide evidence of your arrangements for assessing H&S performance throughout your supply chain relevant to the work activity you will be undertaking |  |  |  |
| **12.** | Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary? | Please supply risk assessments, safe systems of work and/or method statements, and any associated employee H&S information relevant to the work activities you will be undertaking. **Please ensure any relevant health as well as safety risks are included**. |  |  |  |
| **13.** | Do you have arrangements for co-operating and co-ordinating your work with others (for example clients, contractors) | Please provide a statement describing your arrangements |  |  |  |
| **14.** | Do you have arrangements in place for ensuring appropriate welfare is in place for your workforce including those who travel in the community or work at temporary sites? | Please describe your arrangements for ensuring appropriate welfare facilities are in place |  |  |  |

**High Risk Activity Questions for less than 5 employees**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Question | Examples of types of information in support of responses, which will be taken into account in assessment | Yes | No | Suppliers unique reference to relevant supporting information |
| 15. | Do you have arrangements in place for identifying and controlling H&S risks? | Please provide a statement outlining how you do this and include details of the hazards, risks and controls you have identified and have in place relevant to the work activities you will be undertaking. |  |  |  |
| 16. | Do you have arrangements in place to obtain appropriate health and safety advice | Please describe how you obtain advice relevant to your company activities (please note this does not have to be from an external consultant – it may be internal with reference to freely available advice & guidance on the HSE website) |  |  |  |
| 17 | How do you ensure your workforce has the skills, knowledge and experience to work safely? | Please describe your arrangements and supply evidence to support your statement (for example this could be training records, tool box talks records and/or competence cards) |  |  |  |
| 18 | Do you have arrangements in place for recording and investigating accidents and incidents? | Please provide records of accident rates over the past 3 years. Include details of at least 1 investigation together with the remedial action taken to prevent a recurrence. Please include details of any enforcement action undertaken in the last 3 years, including prosecutions, improvement or prohibition notices or material breaches in H&S. Include the action you have taken. If any enforcement action is currently pending please include details |  |  |  |
| 19 | If you use subcontractors do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which you are being engaged? | Please describe your arrangements for assessing H&S performance throughout your supply chain relevant to the work activity you will be undertaking |  |  |  |

|  |  |
| --- | --- |
| **E Insurance**  | **Delete as appropriate** |
| 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:Employers (Compulsory) Liability minimum £10,000,000\*Public Liability minimum £2,000,000Professional Indemnity £1,000,000\* \*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  | Yes/No |

**IR35 Information and Indemnity declaration**

**IR35 INFORMATION**

Tenderers are required to answer the following question by placing an ‘X’ in the box next to the answer which corresponds to their proposed approach to service delivery:

*How does the worker provide their services to the end client?*

|  |  |
| --- | --- |
| 1. *Limited Company*
 |  |
| 1. *As a Partnership*
 |  |
| 1. *Through another individual (not an Agency)*
 |  |
| 1. *As a sole Trader*
 |  |

**IR35 INDEMNITY CLAUSE**

I/We, the undersigned confirm our acceptance of the following indemnity clause:

*‘The Contractor/Consultant shall indemnify the Council against all liabilities (including associated costs and expenses) and losses to the Council, arising from the IR35 intermediaries legislation (also referred to as Off Payroll Working in the Public Sector) in connection with their engagement with the Council and the Contractor/Consultant undertakes to pay on demand to the Council such amounts as then owing to the Council arising from their engagement and shall immediately thereafter seek to reimburse the Council for such liabilities and losses as then incurred by the Council.’*

I/We confirm that we accept the Contract as issued with the Invitation to Tender, including the above clause which is incorporated into the Contract.

I/We understand that the Council is the ultimate decision maker in relation to the Contractor/Consultant’s tax status in relation to the IR35 intermediaries legislation and we confirm that our tendered offer pricing will remain fixed and firm whilst available for acceptance and, if accepted, for the duration of any subsequent Contract, irrespective of whether or not the Council deems that the IR35 intermediaries legislation applies to the Contractor/Consultant..

Signed by Date

Print Name

Position

For and on behalf of [Name of Organisation]

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# Section 5 – QUALITY & PRICING Questions

Please tell us why you would be a suitable candidate for the Independent Critical Friend Provider List. Please provide the following information, including a price breakdown of daily and/or hourly rates:

1. Your background and experience in a senior role within services for children and families **(30 points)**
2. Relevant qualifications and training **(10 points)**
3. Your ability to support outcomes for children and young people through scrutiny and challenge of processes and practices **(20 points)**
4. Your knowledge on the purpose and function of an Independent Critical Friend **(10 points)**
5. Your knowledge of policies which underpin the principles of the Independent Critical Friend role **(10 points)**
6. Details of your expertise in one or more specialist area(s), for example, Safeguarding, Safeguarding SEND, Substance Abuse, Mental Health, Domestic Abuse etc. **(20 points)**
7. Please provide a price breakdown of daily and/or hourly rates **(Not scored)**

 **Scoring criteria**

Scores for each section are stated above; please ensure you have covered all of the necessary criteria.

Each section will be scored using the following scoring matrix:

|  |  |
| --- | --- |
| **Percentage of score awarded** | **Justification**  |
| 0% – 25% | Little or no detail given in relation to the specific area. |
| 26% - 50%  | Some detail provided in relation to the specific area.  |
| 51% - 75%  | Good response providing a good overview of how the candidate meets the criteria. |
| 76% - 100% | Excellent response providing a comprehensive overview of how the candidate meets the criteria.  |

Please note: There is a 2500 word limit for this question, inclusive of all tables, diagrams, quotes, etc. Any text over the word limit will be excluded from your submission.

**QUALITY RESPONSES**

(Please type your responses to each of the 7 questions below.

Please make sure each response is numbered correctly.)

Providers who score 65+ points will be added to the preferred list. Providers will be utilised based on their specialism and will be selected based on the needs of the children who are referred. The referrals will be discussed and approved via Hartlepool Borough Council’s Therapeutic Panel. **END of DOCUMENT**