



**Reading Borough Council  
Education, Social Services & Housing**

**INVITATION TO TENDER**

**FOR**

**CONTRACT No. SC117**

**Autistic Spectrum Condition Service**

**April 2013-March 2018 (5yrs + option to extend up to a further 5yrs)**

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## SECTION 1 - INTRODUCTION AND BACKGROUND

### 1.1 The Council

Reading Borough Council is a three star Berkshire Unitary Authority in the heart of the Thames Valley with a compact geographical boundary and a population of circa 148,000 which also serves the greater Reading or 'Reading diamond' area with a total population approaching of circa 265,000. The town is currently represented in the UK parliament by two members.

The Council has an annual net budget of £125m and is currently facing unprecedented budgetary pressures which have resulted in the need to make nearly £19 million savings in 2011/12 and a further £36 million savings over the next 3 financial years.

The Council's vision is to be:

***'A highly regarded, leading Council; ambitious and focused on what matters most for our communities, delivering value for money and quality services'***

### Service Delivery and Improvement

The continuing pressure on public sector finances resulting from the banking crisis and the global recession will require the Council to give even more focus on demonstrating value for money in delivering services. This means the Council will need to make significant savings in the medium term including options which: identify opportunities for efficiency savings, challenge current methods of service delivery and identify alternative ways of providing services, challenge existing policies and service levels so a complete range of service reductions are identified. All options are being considered in the light of the statutory requirement to provide the service and at what minimum level, or whether the service is discretionary. This will need to include continuing focus on service improvement and consideration of what services we provide and how they are delivered.

The Council recognises the financial challenges it faces over the coming years will be substantial.

Work is underway through the Service Delivery and Improvement Programme to identify and deliver a wide ranging response to these challenges that transforms the Council from its current traditional model into a community facing flexible organisation.

Further information about the Council can be found on the authority's website at [www.reading.gov.uk](http://www.reading.gov.uk).

## 1.2 General Information

ITEM	CONTRACT DETAILS
Competitive Contract Notice:	Published 26 <sup>th</sup> October 2012 and ITT date: 7 <sup>th</sup> January 2013
Awarding Authority:	Reading Borough Council Civic Offices Reading Berkshire RG1 7AE
Contract Description:	Contract for the Provision of an Autistic Spectrum Condition Service
Contract Reference No:	SC117
Current Requirement:	Provision of an Autistic Spectrum Condition (ASC) Service at the following location: <ul style="list-style-type: none"> <li>• 35 Alexandra Road, Reading</li> </ul>
Period of Contract:	5 years (with option to extend up to a further 5 years)
Project Officer:	Any queries regarding this Invitation to Tender Document must be addressed to:  Reading Borough Council Education, Social Services & Housing Contracts & Commissioning Team Level 6 Civic Offices Reading RG1 7AE  For the attention of Jon Richardson  E-Mail: <a href="mailto:jon.richardson@reading.gov.uk">jon.richardson@reading.gov.uk</a>
Deadline for clarification of tender documentation	<b>25th January 2013 at 12.00 Noon</b>
Submission instructions:	Tenders are to be submitted in hard copy.  3 (three) unbound tender copies required, in ring binders are to be submitted, and in addition 1 (one) electronic/CD-ROM copies

Tender submissions to be sent to:	Head of Legal and Democratic Services Reading Borough Council Committee Services Lower Ground Floor Civic Centre Reading RG1 7AE  <b>N.B. Tenderers must not return a Tender via e-mail</b>
Date and time for Tender submission return:	<b>6th February 2013 at 12.00 Noon</b>
Tender Packaging:	Tender must be returned using the official return tender label provided.  <b>N.B. Packaging must not bear any sign or reference which might indicate the identity of the Tenderer.</b>

### 1.3 Background to the Service Specification

To procure a provider for a new service in Reading for young adults aged 18 + who primarily have autistic spectrum conditions. The service is intended to enable these young adults to develop their independent living skills with a view to move on to greater independence.

There will be 6 units available in the property. The current interim provider has been asked to continue supporting Clients until a contract is awarded. The successful tenderer is expected to start the service on 13th May 2013, although the contract will commence prior to this date (allowing time for TUPE implications to be considered).

The successful tenderer will be CQC registered to deliver personal care in a supported living setting, to enable the service to be flexible enough to meet a range of assessed needs. They will have a minimum of 3 years experience of supporting people with an autistic spectrum condition, and will hold current or recent contracts with other Local Authorities for this service type.

The contract will be demand led and have no guarantee of contracted care and support hours to be provided; rather care and support hours will be commissioned on a 'spot' purchase arrangement dependent on the assessed needs of the Clients, taking into account the need for shared support. The contracted hours at the commencement of the service are expected to be approximately 243 hours per week. The service will be available 24 hours a day, 7 days a week.

The contracting authority anticipates that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) may apply to this contract.

#### 1.4 Definitions and Interpretations

See Schedule VIII of Contract Documents (Definitions and Interpretations)

#### 1.5.1 Proposed Service Specification

See Schedule I of Contract Documents (Service Specification)

#### 1.5.2 Service Details for Autistic Spectrum Condition Service

*A full description of the required Service is provided within the appended Contract documents.*

## **SECTION 2 - INSTRUCTIONS TO TENDERERS**

To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions, therefore please read the following instructions carefully and ensure you follow them accordingly.

### **2.1 Failure to comply could invalidate the tender.**

1. Tenders must be returned in a plain envelope, using the official return tender label provided for this purpose. If the tender is too bulky for an envelope, the label must be firmly attached to the outer packaging of the tender submission. Each tender must be returned separately using the official return label provided.

Any such envelope/parcel/packaging shall not bear any name or mark by which the tenderer can be identified. **If the tenderer can be identified the tender will be disqualified.** Tenderers are reminded that if the tender is being submitted via courier or Royal Mail they should make them aware that they are submitting a tender and that no markings of the Tenderers details should be shown on the envelope/parcel/ packaging. The Council does not accept any liability for errors caused by the courier.

2. The Council will safeguard all tenders received and open them once the official tender deadline has expired.
3. If a potential tenderer decides not to tender, the tender label must not be used to register the decision, since this can lead to confusion at the tender opening stage. A decision not to tender should be communicated in writing direct to Reading Borough Council, Education, Social Services & Housing, Contracts and Commissioning Team, Civic Centre, Reading, RG1 7AE.
4. It is the tenderers responsibility to ensure that their tender is received on time and delivered to:-

**Head of Legal and Democratic Services  
Reading Borough Council  
Committee Services  
Lower Ground Floor  
Civic Centre  
Reading RG1 7AE**

by 12 noon on the designated day.

**Tenders returned in the form of a faxed message or sent by e-mail cannot be accepted under any circumstances.**

5. Any tender received after the specified return date and time shall be returned promptly to the tenderer by Reading Borough Council's Head of Legal and Democratic Services. The tender may be opened to ascertain the name of the tenderer but no details of the tender

will be disclosed. Any tender that does not comply with the Council's Contracts Procedure Rules (Standing Orders) may nevertheless be considered if the Monitoring Officer is satisfied that:

- a. there is evidence of dispatch by the sender in time for delivery by the due date and time, and
  - b. the other tenders have not been opened, and
  - c. no unfair advantage is likely to have been achieved by the absence of compliance
6. You must not alter any of the Council's Invitation to Tender (ITT) documents.
7. **Tenderers are requested to submit 3 (three) hard copies (paper copies) of their tender proposal.** This should include the following documents duly signed and completed as appropriate:-

Schedule	
1	<b>Form of Tender</b> This section must be signed
2	<b>Certificate of Non - Collusion</b> This section must be signed to confirm bona fide tender
3	<b>Declaration of direct or indirect interest</b> This section must be signed to confirm no direct or indirect interest
4	<b>Declaration of Tender Price &amp; Pricing Schedule</b> This section must be completed in full and this section must be signed to confirm tender shall constitute a binding agreement on price. You must only supply one hourly rate (bid) or your tender will be rejected ( <b>pass/fail</b> ). The scoring formula will be a matrix with scoring related to where your bid sits between the highest and lowest hourly rate parameters set. This hourly rate score will represent up to 55% of the total scoring. Please note: There is a ceiling price set at £17.25ph, your bid must be below this or your tender will be rejected ( <b>pass/fail</b> ).
5	<b>Method statements</b> This section must be completed and represents 45% of the total scoring. Tender Clarification Interview will take place on the 12 <sup>th</sup> March 2013.
6	<b>Commercial response</b> This section must be signed to confirm you agree to the contract terms & conditions. Please note: This is a <b>pass/fail</b> requirement.

Please note: You will be invited to interview for clarification questions on your tender submission. Changes to scores may be made as a result of the clarification.

The submitted tender proposal (all three copies) should be provided in ring binders, or similar document folder, to facilitate the separation of different sections of the response. It must not be wire, thermal or comb bound, this is in order to facilitate photocopying of the received documents by the Council.

In addition tenderers should submit an electronic version of their tender proposal on CD Rom (in pdf format). Only one electronic copy (of all documents) will be required.



8. The Council reserves the right to reject any tender that is qualified or tries to change the terms and conditions on which the tender is submitted. Tenders will be examined for any qualifications and may be rejected without any further evaluation.
9. Tender submissions may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.
10. Where a word limit is stipulated in the response to a question posed by the Council, tenderers are required to show the word count in their text based answer. For any response which exceeds the stipulated word count, any words over the word limit will be disregarded and therefore not evaluated as part of the tender submission. We will exclude any additional documents.
11. You should ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required. Any amendments you make to your tender, prior to submission, must be initialled and preferably noted separately.
12. Tender documents must not be transferred to anyone, other than the company named in the Invitation to Tender, without the prior specific approval of the Council in writing.
13. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
14. Reading Borough Council will not be responsible for any costs or expenses you incur in the preparation or delivery of the tender, nor with any costs or expenses incurred with the formation of a contract should your company be successful. You are deemed to have obtained at your own expense all information necessary for the preparation of your Tender.
15. Prior to the date for the return of tenders, Reading Borough Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by Reading Borough Council to every Tenderer and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is subject of such an instruction. You will be required to acknowledge receipt of such instructions promptly.
16. Tenderers should note that the contract will be awarded on the basis of the most economically advantageous terms providing best value for money to the Council.
17. If deemed appropriate Tenderers may be required to present their tender submission to a panel of Council representatives prior to award of contract. Additionally Reading Borough Council may wish to visit tenderers premises to view the facilities and systems which may be used to deliver the service.
18. Tenders should remain valid for a period of 150 days following the closing date of the tender.
19. Reading Borough Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of the tender process, nor for any other costs incurred by those tendering for the contract.

20. Reading Borough Council reserves the right to accept the whole or any part of any tender submission.
21. Reading Borough Council is not bound to accept the lowest or any tender and shall be under no obligation to award a contract.
22. Tenderers must submit proposals for the provision of an Autistic Spectrum Condition Service as stipulated in the Specification. (Tender Pricing Schedule at page 20 of this Invitation to Tender (ITT) document).
23. Where reference is made to any International, European or British Standard then you may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified (except Team Teach/SCIPr Training which you have already agreed to provide).
24. All information supplied by the Council in connection with this Invitation to Tender (ITT) shall be treated as confidential by the Tenderer, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender. Tenderers should treat the details of their Tenders and any subsequent Contract as private and confidential.
25. All orders under the contract will be placed by means of the Council's official Purchase Orders. An example of which will be supplied to the successful tenderers.
26. Any request for clarification of the Invitation to Tender (ITT) documents must be made in writing to:

Jon Richardson, Contracts & Commissioning Officer  
email address: jon.richardson@reading.gov.uk

The last date for such requests to be received is Friday the 25<sup>th</sup> January 2013 by 12.00 noon. The Council will respond in writing and will include a description of the enquiry (but without identifying the source); this information will subsequently be conveyed to all tenderers by Wednesday the 30<sup>th</sup> January 2013.

27. Tenderers must ensure that they are fully familiar with the nature and extent of the obligations to be met by them if their tender is accepted. Submission of a tender shall denote the Tenderers agreement to comply with all matters referred to in the ITT document, including the Contract Terms and Conditions, the Service Specification, appendices and Instructions to Tenderers.
28. The successful tenderer will be required to execute a formal contract and until such execution the successful tender together with Reading Borough Council's written acceptance shall form a binding agreement between the two parties.
29. The planned procurement timetable is as follows:-

Invitation to Tender Document issued  
7<sup>th</sup> January 2013

Last date for ITT Clarification Requests  
25<sup>th</sup> January 2013 12.00 Noon



Return date of Tender  
6<sup>th</sup> February 2013 12.00 Noon

Tender Opening  
6<sup>th</sup> February 2013

Date to expect Interview Questions  
7<sup>th</sup> March 2013

Tender Clarification Interview  
To be held on the 12<sup>th</sup> March 2013 (time to be advised in ITT letter)

Standstill Period commences  
\* 19<sup>th</sup> March 2013\*

Contract to be awarded to successful tenderer  
\*\* 2<sup>nd</sup> April 2013\*\*

\*This is the expected start date, under normal circumstances this will last 10 days. \*\*This is the expected award date but may be subject to change.

### Contract Commencement Date

The existing provider will cease to provide the service on 12<sup>th</sup> May (based on expected award date of 02/04/13) and the successful tenderer is expected to start the service on 13<sup>th</sup> May 2013. The contract is expected to start on 12<sup>th</sup> April 2013 to allow a 30 day TUPE consultation to take place with the existing members of staff delivering the service.

## **2.2 Tender Opening**

All returned tenders are administratively controlled by the Council's Committee Services Section and dependent upon the value of the contract are opened in conjunction with Councillors and department representatives on an agreed date and time for the opening of tenders.

Tenders will be disqualified/not accepted, if:-

- Identification of tenderer marked on the return envelope/parcel packaging
- Tender submission received after the closing date for the receipt of tenders (refer to points 4 & 5 of Instructions to Tenderers)
- Tender submission sent to the wrong address - must be returned to the stated return address
- Tender submission returned in the 'open' post - not using official label
- Form of Tender not signed

The Council reserves the right to reject any Tender not complying strictly with these conditions.

### **2.3 Extension of Closing Date**

The Council will not consider requests for extension of the closing date and time, but may, at its own absolute discretion extend the closing date and time stipulated in the Invitation to Tender (ITT).

### **2.4 Standstill Period**

For procurements where EU Directives apply, Reading Borough Council will, in accordance with said directive, incorporate a minimum 10 calendar-day standstill period at the point information on the award of the contract is communicated electronically to tenderers. It will incorporate a minimum 15-calendar day standstill period if award of contract is communicated to tenderers by post.

This standstill period allows unsuccessful tenderers to seek further de-briefing from the contracting authority before the contract is entered into. Such additional information should be requested from:

Reading Borough Council  
Jon Richardson  
Contracts & Commissioning Team  
Civic Centre  
Reading, RG1 7AE  
Tel: 0118 937 4849  
Email: jon.richardson@reading.gov.uk

The Public Contracts Regulations 2006 (SI 2006 No.5) (as amended) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (within 30 days). Where a contract has not been entered into the court may order the setting aside of the award decision or order the authority to amend any document and may award damages. If the contract has been entered into the court may award damages and in the case of specified breaches of the rules may also order the termination or shortening of the contract and the levying of fines. Economic Operators seeking the termination of a contract (where this is permitted) may be required to bring action within 30 days, although this period is extended to 3 months in specified circumstances. The purpose of the standstill period referred to above is to allow parties to apply to the Courts to set aside the award decision before the contract is entered into.

It will be the intention of the Council, subject to any unforeseen circumstances, i.e. service of a Claim Form issued by the High Court, to complete the contractual formalities with the successful tenderer on the day following the end of the standstill period.

### **2.5 Provider Contact Point**

Providers were asked in the PQQ to include a single point of contact in their organisation for their response to the Invitation to tender. The Council shall not be responsible for contacting the Provider through any route other than the nominated contact. The Provider must therefore undertake to notify any changes relating to the contact promptly.

## SECTION 3 - EVALUATION OF TENDERS

### 3 EVALUATION APPROACH

1. Each tender submission will be checked initially for compliance with all requirements of the Invitation to Tender (ITT) documents and will be assessed to determine which provides the most economically advantageous Tender to the Council.
2. Tenders may be rejected without full evaluation if the complete information requested is not given at the time of tendering.
3. All tenders will be evaluated according to the weighting for each of the following elements. The process will be applied consistently to ensure the authority is transparent, obtains value for money and appoints the most appropriate supplier to deliver the service.
4. Tender submissions will be evaluated in terms of the following top level criteria:
  - Method Statements (Quality) – **45% Weighting**
  - Price – **55% Weighting**
  - Tender Clarification Interview (may affect Method Statement score)
5. Evaluation will be undertaken with scores allocated against the top level award criteria and sub-criteria weighted as detailed in the tables below.

### Award Criteria

#### Method Statements - 45% Weighting

	<b>Categories - Tender Scoring 45% Weighting</b> Further information included in the ASC Tender Scoring Sheet	Maximum Score	Score Weight %
1	Specialist knowledge of current developments in autistic services	20	4.74%
2	Assessment of needs, risks, and care/support planning	40	9.47%
3	Collaborative partnership working & good communication with all multi disciplinary professionals involved	30	7.11%
4	Strategies for the management of behaviour	30	7.11%
5	Management and operation of the proposed service	30	7.11%
6	Engagement of clients and stakeholders in the design and continuous improvement of the service	20	4.74%
7	Added value	20	4.74%
Total	Tender Scoring 45%	<b>MAX 190 POINTS</b>	<b>45%</b>

#### Quality Evaluation

The evaluation of the proposal will be based on the information provided in your answers to the questions in **Schedule 5 (page 21-40)**. The Council may seek clarification of information provided in the response.

## Price Evaluation - Scoring methodology

The evaluation of the proposal will be based on the pro-rata hourly rate you supply in **Schedule 4 (page 20)** and where it falls within the table below. You must supply just one rate that falls within the price bands below - **PASS/FAIL**

### Price – 55% Weighting

The Council intends to award any contract based on the most economically advantageous offer. You are required to provide one pro-rata hourly rate (in pounds and pence) for the duration of the contract and any extension that may be agreed/offered. This rate will be the rate the Council pays for all care/support hours provided any day/time of the week (except sleep-ins). All staff costs must be inclusive of this rate (for example costs like: training, uniforms, holidays/sickness, mileage). Submissions will be scored based on the table below and will be determined by the price-band your pro-rata hourly rate falls into. **N.B. There is a ceiling price of £17.25ph. Any tenderer scoring zero in this section will automatically be rejected - PASS/FAIL**

Pro rated hourly rate for Individual care packages	<b>HOW YOUR PRO-RATA HOURLY RATE WILL BE SCORED</b>	Price-bands: Pro-rata hourly rate	Total Score 0-70	Score Weight % (out of 55%)
Highest Price = Minimum Score		£17.25+	<b>0 (Fail)</b>	<b>0%</b>
-		£17.00-£17.24	5	3.93
-		£16.75-£16.99	10	7.86
-		£16.50-£16.74	15	11.79
-		£16.25-£16.49	20	15.71
-		£16.00-£16.24	25	19.64
-		£15.75-£15.99	30	23.57
-		£15.50-£15.74	35	27.5
-		£15.25-£15.49	40	31.43
-		£15.00-£15.24	45	35.36
-		£14.75-£14.99	50	39.29
-		£14.50-£14.74	55	43.21
		£14.25-£14.49	60	47.14
		£14.00-£14.24	65	51.07
Lowest Price = Maximum Score		£13.75-£13.99	<b>70</b>	<b>55%</b>
Total	<b>Schedule 4 (page 20)</b>		<b>Max 70 points</b>	<b>55% Weighting</b>

## **Tender Clarification Interview**

You will be invited to interview for clarification questions on your submission, the interview will last no longer than 1 hour. You will receive the interview questions prior to the interview date – the anticipated date to receive these will be 7<sup>th</sup> March 2013. Changes to scores may be made as a result of the clarification and will be based on the pre-determined scoring criteria already set out in pages 22-40. Interviews will start at 9.30am and end no later than 5pm and will be held on the 12<sup>th</sup> March 2013. You will have been notified of your organisations interview time in the ITT letter. Please ensure that your representatives are available at this time on this date. Please limit the number of representatives to three and provide us with a list of expected attendees no later than 12 noon on Friday the 8th March 2013. It is for your organisation to decide who attends but we expect at least one of your representatives to be from (a hands-on) operational role.

## SECTION 4

### 4 SCHEDULES

This section is formed of 6 schedules which need to be submitted as part of the tender, in adherence to the instructions to tenderers (see section 2.1.7).

The checklist below can be used to ensure that all schedules are considered, completed (where applicable) and returned.

The following pages contain the schedules listed above, which must be completed as indicated.

Schedule		Included (tick)
1	<b>Form of Tender</b> This section must be signed.	
2	<b>Certificate of Non-Collusion</b> This section must be signed to confirm bona fide tender.	
3	<b>Declaration of Direct or Indirect Interest</b> This section must be signed to confirm no direct or indirect interest.	
4	<b>Declaration of Tender Price &amp; Pricing Schedule</b> This section must be completed in full and this section must be signed to confirm tender shall constitute a binding agreement on price. You must only supply one hourly rate (bid) within the parameters set or your tender will be rejected ( <b>pass/fail</b> ). The scoring formula will be a matrix with scoring related to where your bid sits between the highest and lowest hourly rate parameters set. This hourly rate score will represent up to 55% of the total scoring. Please note: There is a ceiling price set at £17.25ph, your bid must be below this or your tender will be automatically rejected ( <b>pass/fail</b> ).	
5	<b>Method statements</b> This section must be completed and represents 45% of the total scoring. Tender Clarification Interviews will take place on the 12 <sup>th</sup> March 2013.	
6	<b>Commercial response</b> This section must be signed to confirm you agree to the contract terms & conditions. Please note: This is a <b>pass/fail</b> requirement.	



SCHEDULE 1 - FORM OF TENDER

**FOR THE PROVISION OF – AUTISTIC SPECTRUM CONDITION SERVICES**

**CONTRACT NO. SC117**

PERIOD [date to be inserted] TO [date to be inserted]  
With option to extend up to a further 5 years

TO: READING BOROUGH COUNCIL

I (WE) .....

of .....

(hereinafter called “the Contractor”) hereby offer to supply to Reading Borough Council (hereinafter called “the Authority”), in accordance with the General and Special Conditions of Contract annexed, the products, articles, goods, materials or services specified in the Specification annexed, in respect of which I (We) hereby submit a tender at the rates and/or prices shown in the tender submission for the period above mentioned.

Dated this .....day of ..... 2013

Signed: .....

Position: .....

For and on behalf of: .....

NOTE:- **Tenders will not be considered unless sealed in an envelope affixed with the official label provided and received not later than – 12.00 NOON on Wednesday 6<sup>th</sup> February 2013**

**FOR COUNCIL USE ONLY**

..... Officer Date .....



## SCHEDULE 2 - CERTIFICATE OF NON-COLLUSION

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those companies tendering, I/We CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender intended to be competitive.
2. I/We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement with any other person or company.
3. I/We have not done and I/we undertake that I/we will not do at any time before the hour specified for the return of the tenders any of the following acts:-
  - a. communicate to a person, other than the person calling for this Tender, the amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender)
  - b. entering into any agreement with any other person or company that they shall refrain from tendering or any arrangement as to the amount of any Tenders to be submitted; and
  - c. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing of having to be done in relation to any other Tenders any act or thing of the sort described above
4. In this Certificate “person” includes any person and any body or association corporate or incorporate.
5. In this Certificate “any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

<b>Signature</b>	
<b>Print Name</b>	
<b>Job Title</b>	
<b>Date</b>	
<b>For and on behalf of</b>	

### SCHEDULE 3 - THE DECLARATION OF DIRECT OR INDIRECT INTEREST

Please sign this schedule to certify that no person or persons who are a Reading Borough Council councillor or Reading Borough Council employee has any indirect or direct interest with your organisation:

<b>Signature</b>	
<b>Print Name</b>	
<b>Job Title</b>	
<b>Date</b>	

## SCHEDULE 4 - DECLARATION OF TENDER PRICE & PRICING SCHEDULE

### Tender Scoring 55% Weighting

The contract is likely to commence in the 2013/14 financial year. In order to analysis Tender prices please provide pricing information in the tables below.

Please refer to the Terms and Conditions, Contract Schedules and table in section 3 (page 14) for a full description on how the Contract Price should be constructed.

The Provider will charge the same rate to both the Council and to Direct Payment Clients for Individual Care (Delivered Calls).

There will be no review of Contract Price during the term of this contract. The Contract Price shall remain fixed throughout the Initial Contract Period and throughout the period of any extension/s in accordance with the pricing information supplied by the winning tenderer in the table below.

Please state below the actual pricing for this bid:

Pro-rata Hourly Rate for the Individual Care (Delivered Calls) to be provided to Individual Clients as specified in their Support Plan - Scored based on table in section 3 (page 14)	£
Rate per mile (should the Council make an exception and agree to pay this - normally a private arrangement with Clients for transporting them to community activities) - <b>Not Scored, for information purposes only</b>	£

Please sign this schedule to confirm that this tender will be valid for a period of 150 days from the award notice date and that until a formal agreement is prepared and executed, the tender shall constitute a binding agreement: This is to cover any unforeseen delays in awarding the contract and beginning the service.

Signature	
Print Name	
Job Title	
Date	

**SCHEDULE 5 - METHOD STATEMENTS**  
**Tender Scoring 45% Weighting**

This schedule is comprised of a series of questions which fall into the following categories:

	Categories - Tender Scoring 45%	Maximum score
1	Specialist knowledge of current developments in autistic services	20
2	Assessment of needs, risks, and care/support planning	40
3	Collaborative partnership working & good communication with all multi disciplinary professionals involved	30
4	Strategies for the management of behaviour	30
5	Management and operation of the proposed service	30
6	Engagement of clients and stakeholders in the design and continuous improvement of the service	20
7	Added value	20
Total	Tender Scoring 45%	190 points

Please ensure all questions (starting overleaf) are answered, bearing in mind the maximum word counts, we will not accept attachments as part of these answers. All questions should be answered in the box under the heading relating to the question to facilitate the assessment of the answer supplied. You must also include a word count beneath each question answered. There is an Evaluation and Scoring box attached to each question to use as a guide to aid completion. Please sign the declaration below.

**Tender Clarification Interview**

You will be invited to interview for clarification questions on your submission, the interview will last no longer than 1 hour. You will receive the interview questions prior to the interview date - the anticipated date to receive these will be 7<sup>th</sup> March 2013. Changes to scores may be made as a result of the clarification and will be based on the pre-determined scoring criteria already set out in pages 22-40. Interviews will start at 9.30am and end no later than 5pm and will be held on the 12<sup>th</sup> March 2013. You will have been notified of your organisations interview time in the ITT letter. Please ensure that your representatives are available at this time on this date. Please limit the number of representatives to three and provide us with a list of expected attendees no later than 12 noon on Friday the 8<sup>th</sup> March 2013. It is for your organisation to decide who attends but we expect at least one of your representatives to be from (a hands-on) operational role.

<b>Signature</b>	
<b>Print Name</b>	
<b>Job Title</b>	
<b>Date</b>	

**1) Specialist knowledge of current developments in autistic services**

**(Max word count: 500 each question EG: 1a 500 + 1b 500)**

**Maximum Score = 20**

1a) What do you consider to be the key government policies, legislations and good practice guides relevant to the delivery of this autistic service, how will they be used to shape your service/s and how will you ensure that your service will adapt to the changing priorities? Provide examples. (Reference: Service Specification & T&C's Clause 11.3, 13, 24)

**Add answer here:**

**Add word count here:**

Ref	Schedule 5 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer that addresses all aspects of the question, evidences a clear understanding of key government policies, legislation and good practice guides relevant to service delivery of autistic spectrum condition services and reviews own practices to incorporate these. Answer must also incorporate providers use of or development of new monitoring tools, strategies, specialist accreditations. At least two good examples of how these are being used to shape providers services given and two good examples of how provider is able to adapt to changing priorities.	10
1a	Good answer that evidences a clear understanding of key government policies, legislation and good practice guides relevant to service delivery of autistic spectrum condition services and reviews own practices to incorporate these. Answer may also incorporate providers use of or development of new monitoring tools, strategies, specialist accreditations. At least one good example of how these are being used to shape providers services given and one good example of how provider is able to adapt to changing priorities.	6
	Average answer that evidences only a reasonable understanding of key government policies, legislation and good practice guides relevant to service delivery of autistic spectrum condition services. Example/s given of how these are being used to shape providers services and / or how provider is able to adapt to changing priorities but examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to evidence a reasonable level of understanding of key government policies, legislation and good practice guides relevant to the provision of autistic spectrum condition services. Average/poor example/s given of how these are being used to shape providers services and / or how provider is able to adapt to changing priorities.	0

1b) How will you ensure your organisation and the front line staff are equipped to provide a specialist autistic service of high quality? Please also include results of any external inspections you have had in the past 18 months. (Reference: T&C's Clause 11.4, 13, Service Specification Clause 8,12,13,14 + Schedule VII)

Add answer here:

Add word count here:

Ref	Schedule 5 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer that addresses all aspects of the question, demonstrates a learning and development culture within the organisation and a clear understanding of high quality service expectations for this autistic spectrum condition service. Robust practices in place for ensuring the ongoing competency and performance of staff, internal auditing and evaluation of services. Any external inspections conducted in the past 18 months have found provider compliant.	10
1b	Good answer that demonstrates a learning and development culture within the organisation and a clear understanding of high quality service expectations for this autistic spectrum condition service. Good practices in place for ensuring the ongoing competency and performance of staff, internal auditing and evaluation of services. Any external inspections conducted in the past 18 months have found provider compliant.	6
	Average answer that demonstrates only a reasonable level of understanding of high quality service expectations, autistic spectrum condition services and client group. Good practices in place for ensuring the ongoing competency of staff, performance and outcome monitoring. Any external inspections conducted in the past 18 months have been included within answer. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer or answer that fails to sufficiently address enough aspects of the question.	0

**2) Assessment of needs, risks and care/support planning**  
**(Max word count: 500 each question EG: 2a 500 + 2b 500 + 2c 500 + 2d 500) Maximum score = 40**

2a) Describe how your service will safeguard the well-being of the individual Clients on a day-to-day basis. Please provide examples of your experience in safeguarding Clients. (Reference: T&C's Clause 11,16,17, Service Specification Clause 8,9,10,12)

**Add answer here:**

**Add word count here:**

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer that addresses all aspects of the question, evidences a clear understanding of what is meant by safeguarding and the expectations the Council has of it's providers. Greater focus on clients wellbeing and their best interests. Relevant policy and procedures passed to staff and enforced as mandatory training. At least two good examples provided of how Clients have been safeguarded.	10
2a	Good answer that evidences a clear understanding of what is meant by safeguarding and the expectations the Council has of it's providers. Relevant policy and procedures passed to staff and enforced as mandatory training. At least one good example provided of how a Client has been safeguarded.	6
	Average answer that evidences only a reasonable understanding of what is meant by safeguarding and/or the expectations the Council has of it's providers. Relevant policy and procedures passed to staff and enforced as mandatory training. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer or answer that fails to sufficiently address enough aspects of the question.	0



2b) What is your approach to, and method of risk assessment and what critical factors do you include?  
 (Reference: T&C's Clause 11, 13, Service Specification Clause 9, 12)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer which addresses all aspects of the question, clearly demonstrating the providers knowledge and use of a wide range of methods of risk assessment and critical factors considered to a high standard. A wide range of practices shown.	10
2b	Good answer which has clearly demonstrated the providers knowledge and use of a wide range of methods of risk assessment and critical factors considered to a good standard. A wide range of practices shown.	6
	Average answer which demonstrates only a reasonable level of knowledge and use of methods to assess risk and/or the critical factors considered. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question or evidence a sufficient use of risk assessment and the critical factors that should be considered.	0

2c) What considerations will your delivery support plan include? (Reference: T&C's Clause 11, Service Specification Clause 2,6,7,8,10,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
2c	Excellent answer which addresses all aspects of the question, includes a wide range of considerations and meaningful opportunities incorporated within providers support planning process - impressive, realistic and of a high standard.	10
	Good answer which covers enough considerations and meaningful opportunities that providers support planning process is considered to be of a good/high standard.	6
	Average answer which demonstrates only a reasonable level of knowledge of the considerations that should be included within a support plan. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question or evidence a sufficient range of considerations to include when developing client support plans.	0

2d) Are there any specific tools that you would use with the Clients to identify their needs and goals? Provide details of how you have changed your service or way of working to meet a Clients' needs. (Reference: T&C's Clause 11, 40, 41, Service Specification Clause 2,6,10,13,14,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
2d	Excellent answer that addresses all aspects of the question, demonstrates the use of a variety of tools to identify Clients needs and goals and evidences that these are used regularly to support Clients - to a high standard. At least three <u>good</u> examples given of how provider has changed their service/s to meet Clients needs.	10
	Good answer that demonstrates the use of a variety of tools to identify Clients needs and goals and evidences that these are used regularly to support Clients. At least two <u>good</u> examples given of how provider has changed their service to meet Clients needs.	6
	Average answer which demonstrates that provider has only limited knowledge and/or use of tools designed to identify Clients needs and goals. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question or evidence a sufficient range of knowledge and use of tools.	0

**3) Collaborative partnership working & good communication with all multi disciplinary professionals involved**

(Max word count: 500 each question EG: 3a 500 + 3b 500 + 3c 500)

Maximum score = 30

3a) Describe how you will ensure collaborative partnership working and good communication with all multi disciplinary professionals involved in Clients care/support? Include any other considerations you may need to factor in. (Reference: T&C's Clause 11, 15, 16, 41, Service Specification Clause 2,6,10,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
3a	Excellent answer which addresses all aspects of the question, illustrating providers extensive experience in collaborative working with a wide range of groups/teams/ stakeholders etc, building strong working relationships and communication across all groups. Provider also evidences how this style of working is incorporated within their standard working practices - impressive, realistic and of a high standard.	10
	Good answer which demonstrates that provider has a good level of experience in collaborative working with a wide range of groups/teams/stakeholders etc, building strong working relationships and communication across all groups. Provider also evidences how this style of working is incorporated within their standard working practices to a good standard.	6
	Average answer which demonstrates only a reasonable level of experience in collaborative working and/or communication with a wide range of groups/teams/ stakeholders etc. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question or evidence a reasonable/ realistic plan for collaborative engagement and/or communication.	0

3b) What communication methods do you employ with people that have an autistic spectrum condition? Provide examples. (Reference: T&C's Clause 11,13, Service Specification Clause 2,6,8,10,14,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer which addresses all aspects of the question, clearly demonstrating the providers knowledge and use of a wide range of communication methods with clients and a thorough understanding/consideration of clients communication difficulties and learning styles. Several good examples provided which are considered to be of a high standard.	10
3b	Good answer which has clearly demonstrated the providers knowledge and use of a wide range of communication methods with clients and a good understanding/consideration of clients communication difficulties and learning styles. Examples provided are of a good standard.	6
	Average answer which demonstrates only a reasonable level of knowledge and/or use of various communication methods with clients. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to sufficiently demonstrate the use of communication methods with clients.	0

3c) Give several examples of successful partnership working to demonstrate your answer to 3a.  
 (Reference: T&C's Clause 11, 16, 41, Service Specification Clause 2,6,10,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
3c	Excellent examples given to demonstrate how provider successfully engages in partnership working with local authorities and other agencies/organisations to improve the service they deliver and has detailed how this is an integral part of their standard working practices. High standards of communication and innovation.	10
	Good examples given to demonstrate that provider has successfully engaged in partnership working with local authorities and other agencies/organisations to improve the service they deliver and has detailed how this is an integral part of their standard working practices. Good standards of communication and innovation.	6
	Average examples given which demonstrate only a reasonable level of experience in collaborative working with a wide range of groups/teams/stakeholders etc. Examples and/or answer unfocussed in meeting average expectations.	3
	Has not demonstrated sufficiently a pattern for engagement with other groups/teams/stakeholders and/or does not evidence how this is included within their standard working practices.	0

**4) Strategies for the management of behaviour**

(Max word count: 500 each question EG: 4a 500 + 4b 500 + 4c 500)

**Maximum score = 30**

4a) What theoretical approaches and methods does your organisation use to manage behaviour? Include examples of how these have been effectively used. (Reference: T&C's Clause 11, 13, Service Specification Clause 6,9,10,12)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
4a	Excellent answer which addresses all aspects of the question, clearly demonstrating the providers knowledge and use of a wide range of approaches and methods of managing behaviour with Clients. Several good examples provided which are considered to be of a high standard.	10
	Good answer which has clearly demonstrated the providers knowledge and use of a wide range of approaches and methods of managing behaviour with Clients. Examples provided are of a good standard.	6
	Average answer which demonstrates only a reasonable level of knowledge and use of various approaches and/or methods of managing behaviour with Clients. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to sufficiently demonstrate the use of approaches and methods of managing behaviour with Clients.	0

4b) What training programmes do your staff undertake that are specific to autism and behaviour? Add timescales and length of courses. Add examples of how these have been effective. (Reference: T&C's Clause 11, 13, 36.13, Service Specification Clause 10,12,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer which addresses all aspects of the question, clearly demonstrating that provider values their staff, staff training and includes a generous focus on courses specific to autism and behaviour. Training programme and examples are considered to be of a high standard.	10
4b	Good answer which has clearly demonstrated that provider values their staff, staff training and includes a generous focus on courses specific to autism and behaviour. Training programme and examples are considered to be of a good/high standard.	6
	Average answer which demonstrates only a reasonable training programme and evidences that some courses specific to autism and behaviour are in place for staff. Reasonable examples given but examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to sufficiently address the question and/or evidence that adequate training courses specific to autism and behaviour are being undertaken by staff. Poor examples given.	0



4c) Explain how you measure staff competency. Include what level of involvement your management has in overseeing this. (Reference: Service Specification & T&C's Clause 11, 13)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
4c	Excellent answer which addresses all aspects of the question and demonstrates a clear understanding of what is meant by staff competency. Process in place is of a high standard to measure and ensure this and appropriate involvement of management is detailed.	10
	Good answer which demonstrates a clear understanding of what is meant by staff competency. Process in place is of a good/high standard to measure and ensure this and appropriate involvement of management is detailed.	6
	Average answer which demonstrates only a reasonable process in place to measure staff competency. Appropriate involvement of management is detailed. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to demonstrate that staff competency is being measured sufficiently and/or inappropriate management involvement provided.	0

**5) Management and operation of the proposed service**

**(Max word count: 500 each question EG: 5a 500 + 5b 500 + 5c 500)**

**Maximum score = 30**

5a) Please provide details of how your staffing system will be flexible and able to cope with varying demand for care and support services. Include the level of management involvement expected.

(Reference: T&C's Clause 11, 13, Service Specification Clause 2,5,7,10)

**Add answer here:**

**Add word count here:**

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
5a	Excellent answer which addresses all aspects of the question, demonstrates a clear understanding of what is required to deliver this service and that staffing levels are managed well with a staffing system that can respond quickly to changing demands.	10
	Good answer which demonstrates a good understanding of what is required to deliver this service and that staffing levels are managed well with a staffing system that can respond quickly to changing demands.	6
	Average answer which demonstrates only a reasonable understanding of what is required to deliver this service and that staffing levels are managed well with a staffing system that can respond quickly to changing demands. Examples and/or answer unfocussed in meeting average expectations.	3
	Unclear or insufficient evidence provided of a staffing system that can respond to varying care/support service demands.	0

5b) Describe the key features for the provision of an autistic spectrum condition service (like this) that develops greater independence with each Client? (Reference: T&C's Clause 11, 28, Service Specification Clause 2,5,6,7,8,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
5b	Excellent answer which addresses all aspects of the question, evidences a developed understanding of what's required to provide an excellent autistic spectrum condition service - including a wide range of considerations which are impressive, realistic and to a high standard.	10
	Good answer evidencing a clear understanding of what's required to provide an autistic spectrum condition service to a high standard - including a wide range of considerations to a good/high standard.	6
	Average answer which demonstrates only a reasonable understanding of what's required to provide an autistic spectrum condition service. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question and/or evidence a sufficient range of knowledge of what's expected to provide this service.	0

5c) Describe the benefits of having assistive technology within this service and demonstrate your knowledge of what's available and how you would put it to good use. (Reference: T&C's Clause 11, 28, Service Specification Clause 2,5,6,7,8,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
	Excellent answer which addresses all aspects of the question, evidences a clear understanding of what's available, how it will benefit clients and a wide range of ideas as to how provider will put them to good use - which are impressive, realistic and to a high standard.	10
5c	Good answer which evidences a clear understanding of what's available, how it will benefit clients and a wide range of ideas as to how provider will put them to good use.	6
	Average answer which demonstrates only a reasonable understanding of what's available and/or how provider will put to good use. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question and/or evidence a sufficient range of knowledge of assistive technology and it's use.	0

**6) Engagement of Clients and stakeholders in the design and continuous improvement of the service**

**(Max word count: 500 each question EG: 6a 500 + 6b 500)**

**Maximum score = 20**

6a) Explain how you intend to involve Clients and key stakeholders to continuously improve the service. In your answer; provide examples of how you have ensured Clients and stakeholders have had equal opportunity to be included in improving similar services. (Reference: T&C's Clause 11, 41.9, Service Specification Clause 2,6,8,10,14,15)

**Add answer here:**

**Add word count here:**

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
6a	Excellent answer which addresses all aspects of the question and demonstrates a clear understanding of who the key stakeholders are for this service and how they should engage with them and Clients. Examples provided detail how Client and stakeholder involvement have led to service improvements - to a high standard.	10
	Good answer which evidences a clear understanding of who the key stakeholders are for this service and how they should engage with them and Clients. Some very good examples provided.	6
	Average answer which evidences only a reasonable understanding of who the key stakeholders are for this service and/or how they should engage with them and Clients. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question and/or indicates that provider is unclear about key stakeholders and/or Poor examples provided.	0

6b) Describe how you will develop the service. In your answer; provide details of methods you will consider and/or use. (Reference: T&C's Clause 11,13,28, Service Specification Clause 2,6,7,8,10,14,15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
6b	Excellent answer which addresses all aspects of the question, contains some very good ideas and clearly demonstrates realistic and well thought out plans to develop the service. Sound methods / considerations to a high standard.	10
	Good answer containing innovative ideas and clearly demonstrates a range of methods/considerations and how these could be implemented.	6
	Average answer that demonstrates some reasonable/basic ideas, but lacking in some understanding or range. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question and/or provide realistic methods and considerations to meaningfully develop the service.	0

**7) Added value****(Max word count: 500 each question EG: 7a 500 + 7b 500)****Maximum score = 20**

7a) Explain what added value you can bring to this service and what you believe your unique selling point to be. (Reference: T&amp;C's Clause 28, Service Specification Clause 8,15)

**Add answer here:****Add word count here:**

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
7a	Excellent answer which addresses all aspects of the question, contains some very good ideas and clearly demonstrates what added value they can bring to the Service. Unique selling point is impressive, realistic and of a high standard.	10
	Good answer which contains some well thought out ideas and clearly demonstrates what added value they can bring to the Service. Good unique selling point provided.	6
	Average answer that demonstrates some reasonable/basic ideas, but lacking in some understanding. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question or evidence enough additional value to be awarded a score.	0

7b) Describe how you will share your knowledge and expertise of autism within Reading. (Reference: T&C's Clause 28, Service Specification Clause 6.4, 15)

Add answer here:

Add word count here:

Ref	Schedule 3 Method Statement criteria scoring 45%	Scoring Result
7b	Excellent answer which contains some very good ideas and clearly demonstrates what added value they can bring to Reading. Examples are impressive, realistic and of a high standard.	10
	Good answer which contains some well thought out ideas and clearly demonstrates what added value they can bring to Reading. Good examples provided.	6
	Average answer that demonstrates some reasonable/basic ideas, but lacking in some understanding. Examples and/or answer unfocussed in meeting average expectations.	3
	Poor answer that fails to adequately address the question and/or evidence a willingness to share their knowledge and experience in Reading.	0



## SCHEDULE 6 - COMMERCIAL RESPONSE

Please provide responses to the following questions/points and sign the declaration below:

A) Please answer the following question:	Yes/No
<p><b>8.1</b> If awarded the contract you accept Reading Borough Councils' Terms &amp; Conditions. The draft contract for the Services is attached. This may be subject to legislative change in the period leading up to commencement of service. Your Tender submission will form part of the Contract. It is imperative at this stage that Providers tendering indicate their acceptance of the Terms and Conditions that will be imposed if the tender is won. Please sign in the space below to say that the Terms and Conditions are accepted.</p>	<b>PASS/FAIL</b>

<b>Signature</b>	
<b>Print Name</b>	
<b>Job Title</b>	
<b>Date</b>	
<b>For and on behalf of</b>	

B) Please confirm who your contract manager will be if you are the successful tenderer:	
Name:	
Job title:	
Address:	
Telephone number:	
E-mail address:	
Signed:	

Closing date for submission of Tenders	6 <sup>th</sup> February 2013
Closing date for submission of queries to the Council's Authorised Officer	25 <sup>th</sup> January 2013
Target date by which the Council's Authorised Officer will respond to all queries received	30 <sup>th</sup> January 2013
Date for Tender Clarification Interview (time advised in ITT letter)	12 <sup>th</sup> March 2013
Target date for Council's notification of successful Tender to all parties & standstill period commences	19 <sup>th</sup> March 2013
Target date for decision by Council Executive and formal Award of Contract	2 <sup>nd</sup> April 2013

## **SECTION 5 - TUPE INFORMATION AND DETAILS OF EMPLOYEES**

It is the Council's belief that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply to this contract in the eventuality that a new contractor is appointed. In brief this means that the employees currently performing the service, which is the subject of this tender, will transfer to the successful tenderer(s) on overall no less favourable terms and conditions than they currently enjoy. Tenderers will be asked to take into account these obligations when preparing their tender.

An independent provider currently employs staff to deliver aspects of the service outlined within this Invitation to Tender. Information is included in the Invitation to Tender as to the terms and conditions of employment of the employees who will transfer to the employment of the successful tenderer(s). This information has been obtained from the independent sector provider about staff whom that provider says perform the service.

The Council does not guarantee that its belief on the application of TUPE and its assessment of the employees who will be transferred is correct in law and no reliance should be placed on this. It will be the responsibility of the tenderer(s) to make their own enquiries and judgement on this. Further the Council is not in a position to warrant the accuracy of information supplied by the independent sector provider.

Tenderers must comply with any information and consultation requirements under TUPE so that the Council can be satisfied there will be a smooth transition between the old and the new contract and no detriment to service delivery.

### **Employees of Current Service Provider**

Below are the details supplied by the current service provider, of the staff employed by the current provider, which the Council believes to be subject to TUPE transfer. Please see attachments labelled: Appendix 1, 2, 3, 4, 5 & 6.

**Appendix 1: STAFF TUPE INFORMATION (DECEMBER-12)**

**Appendix 2: EMPLOYEE HANDBOOK**

**Appendix 3: SENIOR SUPPORT WORKER JOB DESCRIPTION**

**Appendix 4: MAIN TERMS - SENIOR SUPPORT WORKER**

**Appendix 5: SUPPORT WORKER JOB DESCRIPTION**

**Appendix 6: MAIN TERMS - SUPPORT WORKER**

The Council believes this information is full and correct but cannot give any guarantee.

**This material is provided as guide information only and should be treated as confidential.**