

Strategic Commissioning

Kent County Council

County Hall

Sessions House

County Road

Maidstone

Kent

ME14 1XQ

DATE: 03/06/2019

Dear Sirs

**Request for Quote for IP19011 - Supporting Care Leavers at Risk of Homelessness**

Kent County Council is inviting you to Bid for the above contract and accordingly has enclosed a Request for Quotation.

The attached document is in three parts plus appendices as follows:

Section 1 Scope and Context

Section 2 Requirement

Section 3 Mandatory Selection Criteria

Section 4 Evaluation Criteria

Section 5 Terms and Conditions

Your RFQ response should be submitted via the Kent Business Portal no later than **12pm on Friday 14th June 2019.**

You are advised to read all sections carefully before Bidding. Should you have any difficulty with the RFQ, please get in contact via the Kent Business Portal.

Yours faithfully

Kent County Council

**Section One - Scope and Context**

Kent County Council (the Council) is the largest local authority in England by population, covering an area of 3,500 square kilometres. It has an annual expenditure of over £1bn on goods and services and a population of 1.3m. The Council provides a wide range of personal and strategic services on behalf of its residents, operating in partnership with 12 district councils and 289 parish/town councils.

The 18+ Leaving Care Service supports Care Leavers under Kent County Council from the age of 18-25yrs, currently supporting around 1700 young people. This will increase over time following the change in government legislation to now support up to the age of 25yrs, previously it had been up until the age of 21yrs. 55% of our current Care Leavers are Unaccompanied Asylum Seeking Children (UASC) which has seen a change in the structure of the service and areas of focus.

The service is lead by a Head of Service, and supported by two Service Managers, Team Managers, Senior Personal Advisers and Personal Advisers (totalling over 100 staff members). Through project funding, the service also now has specialist roles to support the Personal Advisers, including Benefits Coordinator, Custody Coordinator Education/Training/Employment Support Officers, Community & Engagement Officers and Mental Health Workers. Our fund to support the reduction of homelessness has seen us appoint three Specialist Housing Personal Advisers to support those at risk of homelessness and to reduce this.

The service is there to support the Care Leavers with their transition to adulthood, overseeing their health, accommodation, finance, education/training/employment needs. From the age of 18-21rs, the service is required to support the care leaver with accommodation through a variety of options from supported lodgings, staying put with foster carers, independent living, and social housing. From the age of 21yrs + the young person is required to access accommodation independently with the support from their Personal Adviser if they wish, this requires them to have applied for social housing or secure private rented accommodation.

As the numbers of care leavers increases, there is pressure on the accommodation available. Working in partnership with local district councils, the service is raising awareness to this need and the needs of our care leavers. However, many of our care leavers are not ready to manage the responsibility of accommodation and require support with this, from their anxieties, financial management, social skills, living skills and mental health.

We require support to address this with our care leavers prior to living independently to enable them to manage this transition successfully. We require support to work alongside our Personal Advisers to work with our care leavers on addressing barriers to living independently, with the aim to prevent the risk of homelessness.

**Section Two - Requirement**

**Specification linked to the Government’s Rough Sleeping Strategy 2018**

The purpose of the grant is to provide funding support for delivery of the commitment set out in the Governments rough sleeping strategy, to provide intensive support to care leavers at highest risk of homelessness/rough sleeping. DfE data for care leavers aged 19-21yrs show that approximately 640 (around 2.5% of the cohort) are at high risk of homelessness/rough sleeping because they fall into one of the following categories:

* They are homeless/no fixed abode
* They are in ‘other accommodation’ which is deemed unsuitable
* They are in either emergency or B&B accommodation

The Kent County Council Leaving Care 18+ Service is seeking support for the young people at risk of homelessness from **June 2019 - March 2020** and have a **financial envelope of £24,000**. The Council is looking to support around 20-30 young people during this time with some flexibility.

**Clients:**

* Care Leavers aged 18-25yrs under the care of Kent County Council as a Care Leaver
* The Care Leaver may live in or outside of Kent
* The Care Leaver may have multiple barriers to consider that are impacting on their risk of homelessness including emotional health and well-being, language, and reluctance to engage with the LA

**Outcomes:**

* To increase the number of Care Leavers identified as having suitable accommodation
* To reduce the number of Care Leavers losing their accommodation through personal challenges, lack of independent living skills and an inability to manage their finances
* To increase the number of Care Leavers who are successful in maintaining their accommodation
* To increase the number of Care Leavers who are successful in accessing education, training or employment

**Activity required:**

* Bespoke intervention programme to compliment the support provided by the specialist Personal Advisers within the Care Leavers 18+ Service. The interventions required would be to support the care leaver’s emotional health and well-being, building on confidence, develop coping strategies with securing and maintaining accommodation and support with feeling able to access education, training or employment if applicable. To attend key meetings supporting the care leaver. To complete full reporting requirements.

**Partners to work with:**

* Each young person identified under this project will have an allocated Personal Adviser (as distinct from the Specialist PA) from the Leaving Care 18+ Service
* Each young person identified under the project will be assigned to one of the specialist Personal Advisers for Risk of Homelessness who will be the main point of contact whilst the care leaver is at risk of homelessness. The specialist Personal Adviser will ensure the allocated Personal Adviser is kept informed of progress. The Leaving Care 18+ Service has a range of other specialist staff to work with, ranging from Education, Employment and Training, Custody, Emotional Health and Well Being and Benefits support for staff to link in with for additional specialist support for the care leaver.
* Working with accommodation staff in the district councils and community organisations
* Working with DWP staff to support accessing to training and employment

**Tracing and Monitoring:**

* Recording of each interaction with the young person will be required that clearly shows the area of focus, achievements and actions for both the young person and those supporting the young person
* Recording will need to be shared on a weekly basis with the Personal Adviser so that there is clear communication between all staff as to the progress being made with the care leaver and any challenges identified. The Personal Adviser will update the KCC Social Care online system (Liberi) and attach the reporting documentation to the young person’s case file on Liberi.
* Regular discussions to take place with the Personal Adviser as to progress and areas of concern. The Personal Adviser will need to update the KCC Social Care online system where necessary.

**Reporting:**

* Monthly summary reports to be provided to the Service Manager for Transition with the Leaving Care 18+ Service
* 3-monthly formal review meetings with Service Manager for Transition with the Leaving Care 18+ Service

**Payment:**

* To be given in total at the start of the project to allow for staff to be recruited

**Section Three - Mandatory Selection Criteria**

## 1. Supplier Information

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| --- | --- | --- |
| **1.1 Supplier details** | **Answer** | |
| Full name of the Supplier completing the PQQ |  | |
| Registered company address |  | |
| Registered company number |  | |
| Registered charity number |  | |
| Registered VAT number |  | |
| Name of immediate parent company |  | |
| Name of ultimate parent company |  | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | Yes |
| ii) a limited company | Yes |
| iii) a limited liability partnership | Yes |
| iv) other partnership | Yes |
| v) sole trader | Yes |
| vi) other (please specify) | Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | Yes |
| iii) Sheltered workshop | Yes |
| iv) Public service mutual | Yes |

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| --- | --- |
| **1.2 Contact details** | |
| Supplier contact details for enquiries about this PQQ | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

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| --- | --- | --- |
| **1.3 Additional Supplier Information** | | |
| 1.3.1 | Has any Director or Partner been employed by Kent County Council or is a Councillor of Kent County Council or District Council in Kent? | Yes  No |
|  | Please detail your response to question 1.5.1 here (if applicable) |  |
| 1.3.2 | Please state if any Director or Partner has a relative(s) who is employed by Kent County Council or is a Councillor of Kent County Council or District Council in Kent. | Yes  No |
|  | Please detail your response to question 1.5.2 here (if applicable) |  |

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| **IMPORTANT NOTE**  Questions 1.3.1 & 1.3.2  If the answer to questions 1.5.1 and/or 1.5.2 is ‘Yes’, please enclose details in the space provided under the question. Failure to provide details as applicable may result in your exclusion from this process. This review will be carried out in line with the Statutory Discretionary Grounds of the Public Contract Regulations 2015 as set out in Section 3 below. |

## 2. Grounds for Mandatory Exclusion

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

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

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| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. 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; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. 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; |  |  |
| 1. 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: |  |  |
| 1. the offence of cheating the Revenue; |  |  |
| 1. the offence of conspiracy to defraud; |  |  |
| 1. 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; |  |  |
| 1. 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; |  |  |
| 1. 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; |  |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| 1. 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; |  |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| 1. 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; |  |  |
| 1. any offence listed— |  |  |
| 1. in section 41 of the Counter Terrorism Act 2008; or |  |  |
| 1. in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. 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; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. 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 |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| 1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| 1. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  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? |  |  |

## 3. Grounds for Discretionary Exclusion – Part 1

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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| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation 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; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation 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; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation— 2. 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 3. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| 1. your organisation has undertaken to |  |  |
| aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| 1. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the 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.

**‘Self-cleaning’**

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

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

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

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

## 5. Economic and Financial Standing

The Council reserves the right to request the successful bidders accounts throughout the duration of the contract period. No information is required as part of the RFQ exercise.

## 6 – Technical and Professional Ability

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| A – Project Specific Questions to Assess Technical and Professional Ability  |  |  |  | | --- | --- | --- | | **1.** | Do the staff who will deliver these services have enhanced DBS Checks? | Yes  No  **[Yes Pass/No Fail]** | | **2.** | Does your organisation have a safeguarding policy, and does it adequately cover:   * child sexual exploitation; * missing persons; * child trafficking; * modern slavery * radicalisation; * gang exploitation; and FGM   **Please attach a copy of your safeguarding policy for information only.** | Yes  No  **[Yes Pass/No Fail]** | | **3.** | Does your organisation have a risk assessment process?  **Please attach a copy of your risk assessments process for information only.** | Yes  No  **[Yes Pass/No Fail]** |  B – Insurance  |  |  |  | | --- | --- | --- | | 1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance\* = £5,000,000 (not less than £5,000,000 each and every claim)  Public Liability Insurance = £5,000,000 (not less than £5,000,000 each and every claim)  (Professional Indemnity insurance = £1,000,000 (not less than £1,000,000 any one claim and in the aggregate)  (\* 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  **[Pass/Fail]**  Yes  No  **[Pass/Fail]**  Yes  No  **[Pass/Fail]** |  C – Compliance with Equality Legislation  |  |  |  | | --- | --- | --- | | For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | | | 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes  No | | 2. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “Yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. This review will be carried out in line with the Statutory Discretionary Grounds of the Public Contract Regulations 2015 as set out in Section 3 above. | 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 |  D – Environmental Management  |  |  |  | | --- | --- | --- | | 1. | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. This review will be carried out in line with the Statutory Discretionary Grounds of the Public Contract Regulations 2015 as set out in Section 3 above. | Yes  No | | 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes  No |  | |

## E - Health and Safety

In general, health and safety laws apply to all businesses. As an employer, or a self-employed person, you are responsible for health and safety in your business. Health and Safety laws are there to protect you, your employees and the public from workplace dangers.

The approach is proportionate to the size of your business and the nature of your business activity.

If you have fewer than five employees, you do not have to write down your health and safety policy or your risk assessments (references 1.3 & 1.5).

**Answers you give must be specific and relevant to the work you will be undertaking as a result of this application.**

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| --- | --- | --- |
| **1.0** | **Health and Safety** | **Yes/No** |
| **1.1** | Please advise how many employees your organisation currently has? | Number of employees (at date of completion):  This question looks **for information only** in order that we can review your other answers within context and with reasonable proportionality. |

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| --- | --- | --- |
| **1.2** | (i) Has your organisation been subject to prosecution / enforcement action from the Health and Safety Executive (or equivalent body) in the last 3 years? (Please note the authority will check relevant enforcement registers). | Yes No  (Information only) |
| *If your response to 1.2 is “Yes” then please provide details in the table (ii) below.* | |
| (ii) Please provide below, details in increasing date order of ALL prosecutions and/or enforcement notices, together with remedial actions undertaken, for the last 3 years. Please add rows if required.   |  |  |  | | --- | --- | --- | | **Date** | **Prosecutions / Enforcement Notice Detail** | **Remedial Actions Undertaken and outcome from enforcing authority i.e. open / closed** | | ***EXAMPLE***  *23 January 2015* | *1X Improvement Notice – Failed to provide suitable welfare facilities to comply with the requirements of Regulation 22 (1) (c) and Schedule 2 of the Construction (Design and Management) Regulations 2007.* | *All sites are now subject to a thorough assessment of the facilities required by employees to meet legal requirements. This is carried out prior to works commencing and a template has been added to the quality management system appendix 2.8.*  *Improvement notice closed.* | |  |  |  | |  |  |  |   Suppliers should note that if there have been any incidents the authority would expect some form of remedial action. Notification of acceptance of remedial action by the enforcing authority may be requested as evidence at a later stage. The authority will exclude any supplier(s) that have been in receipt of enforcement / remedial action orders from the Health and Safety Executive (or equivalent body) unless the supplier can demonstrate that appropriate remedial action has been taken to prevent future occurrences or breaches.  **Pass** = Disclosure of 100% of prosecution information with satisfactory remedial action taken. Any HSE enforcements have been closed. Any that are open will not be considered until closed.  **Fail** = Failure to disclose 100% of prosecutions and/or enforcement notices with remedial action not taken. | |

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| **1.3** | Please self-certify that you have a comprehensive Health and Safety policy, which meets the requirements below. If you have fewer than five employees, you do not have to write down your health and safety policy.   |  |  |  | | --- | --- | --- | | (i) | Is endorsed by the Chief Executive Officer / Director. | Yes No | | (ii) | Periodically reviewed (at a minimum of annual frequency period AND after a serious incident AND following legislative change). | Yes No | | (iii) | The nature and scale of the organisation’s health and safety activities are specifically relevant to the work being applied for. | Yes No | | (iv) | Clearly sets out responsibilities at all levels of the organisation. For small businesses the identification of a person responsible for health and safety will suffice. | Yes No |   Please answer “Yes” or “No” to each bullet point. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **Pass** = all “Yes” responses.  **Fail** = any “No” response. |

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| **1.4** | Please self-certify that your organisation regularly (at least annually or on a rolling programme) checks, reviews and where necessary improves health and safety performance. Please self-certify that the review includes :   |  |  |  | | --- | --- | --- | | (i) | Organisational system is in place for the on-going monitoring of health and safety procedures. | Yes No | | (ii) | Procedures and process are periodically reviewed and updated based on new knowledge, industry best practice and/or legislative changes. | Yes No | | (iii) | You have a system in place to record, investigate and take action following serious workplace incidents. | Yes No |   Please answer “Yes” or “No” to each question. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **Pass** = all “Yes” responses.  **Fail** = any “No” response. |
| **1.5** | Please self-certify that arrangements are in place to manage and control risks associated with the nature and scale of the work your organisation undertakes, including the below. If you have fewer than five employees, you do not have to write down your risk assessments.   |  |  |  | | --- | --- | --- | | (i) | Ensuring sufficient and appropriate skills within management and technical staff. | Yes No | | (ii) | Training arrangements for all staff. | Yes No | | (iii) | Risk assessments and method statements associated with your undertakings relevant to this application. | Yes No |   Please answer “Yes” or “No” to each question. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **Pass** = all “Yes” responses.  **Fail** = any “No” response. |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1.6** | Please self-certify that your organisation has procedures in place to involve your staff / workforce in the planning and implementation of health and safety management and risk control measures including:   |  |  |  | | --- | --- | --- | | (i) | Employee Health and Safety representatives/consultees. | Yes No | | (ii) | Health and Safety issues discussed at staff meetings/team meetings/team briefings. | Yes No | | (iii) | Health and Safety concerns reporting procedure/complaints procedure. | Yes No |   Please answer “Yes” or “No” to each question. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **For businesses with fewer than 5 employees, the identification of a person responsible for health and safety will suffice:**  **Employee responsible for health and safety:**…………………………………………………………..  **Pass** = all “Yes” responses OR (if businesses has fewer than 5 employees) employee responsible for health and safety is identified.  **Fail** = any “No” response AND employee responsible for health and safety is not identified. |
| **1.7** | Please self-certify that your organisation has competent health and safety advice / assistance that supports the work you undertake by indicating which is applicable to your organisation:-   |  |  |  | | --- | --- | --- | | (i) | The organisation has its own suitably qualified and experienced health and safety adviser/s *OR:* | Yes No | | (ii) | The organisation commissions appropriate health and safety support /advice from consultants/specialists *OR:* | Yes No | | (iii) | Combined in house provision assisted by external consultant / specialist. | Yes No |   Please answer “Yes” or “No” to each bullet point. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **Pass** = a “Yes” response to one of the three options.  **Fail** = a “No” response to all three options. |
| **1.8** | Please self-certify that, if you intend to sub-contract, through your supplier selection process, subcontractors, suppliers, or any other organisation providing services on your behalf have appropriate health and safety policies, training and knowledge, in order to maintain a high standard of risk and health and safety management. Please self-certify that your supplier selection process includes:-   |  |  |  | | --- | --- | --- | | (i) | Checking currency of policy, procedures and risk assessments. | Yes No | | (ii) | Checking appropriate qualifications and experience of named health and safety practitioners. | Yes No | | (iii) | Checking currency of health and safety training for employees. | Yes No | | (iv) | Checking enforcement history of the organisation  . | Yes No |   **OR**   |  |  |  | | --- | --- | --- | | (v) | The organisation does not intend to sub-contract. | Yes |   Please answer “Yes” or “No”. Suppliers who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.  **Pass** = all “Yes” responses OR the organisation does not intend to sub-contract.  **Fail** = any “No” response. |

## F – Compliance with Data Protection Regulations

The current Data Protection Act 1998 will be replaced by a new Data Protection Act (DPA) 2018 and will update data protection laws in the UK and supplement the General Data Protection Regulation (GDPR) which will be in force from 25 May 2018. The regulation will apply to any public or private organisation processing personal data.

GDPR applies to processing carried out by organisations operating within the EU. It also applies to organisations outside the EU that offer goods or services to EU citizens.

Further details of the changes can be found here: [www.gov.uk/government/uploads/system/uploads/attachment\_data/file/674575/FINAL\_PUBLISHED\_GDPR\_PPN\_03-17.docx.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/674575/FINAL_PUBLISHED_GDPR_PPN_03-17.docx.pdf)

If you are a **Data Processor**, please complete the following mandatory questions. A **Processor**is a natural or legal person or organisation which processes personal data on behalf of a Controller. If you use a **Sub-processor** to carry out these activities. A **Sub-processor** is any third Party appointed to process Personal Data on behalf of the Supplier.

|  |  |
| --- | --- |
| 1. Please self-certify your organisation already has standard procedures/a policy to handle personal and sensitive data. At a minimum, this procedure/ policy must address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data. | Yes No |
| 1. Please self-certify your organisation has a procedure/policy in place that takes all reasonable steps to ensure the reliability and integrity of any Supplier personnel who have access to the Personal Data and ensures that they:   (a) are aware of and comply with the Supplier’s duties;  (b) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;  (c) are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the authority;  (d) have undergone adequate training in the use, care, protection and handling of personal data. | Yes No  Yes No  Yes No  Yes No |
| 1. Please certify your organisation can provide a guarantee to implement or has implemented appropriate technical and organisational measures that are sufficient to secure that the processing will (a) meet the requirements of the GDPR (specifically set out at Article 32) and (b) ensure the protection of the rights of the data subject. [Please state whether you are certified or working towards certification under an approved code of conduct or approved certification scheme.] | Yes No |
| 1. Please self-certify you have implemented record keeping processes, for example, you are required to maintain records of personal data and processing activities that demonstrate compliance and accountability. | Yes No |
| 1. Please self-certify your organisation has implemented: (a) a policy to detect data breaches and (b) appropriate reporting mechanisms to notify these data breaches. | Yes No |

## 7 – Declaration

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of.................................................. (**Insert name of Supplier**).  I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the authority’s requirement.  The following appendices form part of our submission;   |  |  | | --- | --- | | **Section of Mandatory Selection Criteria** | **Appendix number** | |  |  | |  |  | | |
| **PQQ COMPLETED BY** | |
| 7.1 | Name |  |
| 7.2 | Role in organisation |  |
| 7.3 | Date |  |
| 7.4 | Signature |  |

**Section Four - Evaluation Criteria**

***Evaluation Breakdown***

*Proposals will be evaluated against the following criteria:*

*• Answers to Section Three – Mandatory Selection Criteria - Pass/Fail*

*• Quality based on the Case Study below - 100%*

**Case Study**

|  |  |  |  |
| --- | --- | --- | --- |
| **Case Study** | | | |
| Please provide an example of when you have supported a Child in Care or Care Leaver to address barriers impacting on their transition to adulthood including any impact on their accommodation placement that may result in homelessness or risk of homelessness.  Your response must include the below   * Evidence of the partners that you work with and method of working with them * Evidence of tracking and recording of interventions * Evidence of outcomes achieved and timescales * Understanding of the needs of Children in Care or Care Leavers * Understanding the barriers to sustaining accommodation and preventing homelessness | | | |
| **Total Questions Weighting:**  **100%**  **Question 1:**  Evidence of the partners that you work with and method of working with them  **Question 2:**  Evidence of tracking and recording of interventions  **Question 3:**  Evidence of outcomes achieved and timescales  **Question 4:**  Understanding of the needs of Children in Care or Care Leavers  **Question 5:** Understanding the barriers to sustaining accommodation and preventing homelessness | **Individual Questions Weighting:**  **25%**  **15%**  **15%**  **25%**  **20%** | **Maximum Word Count: 750 Maximum for all five questions** |  |
| **[Enter response’s here]**  **Question 1 (25%):** | | | |
| **Question 2 (15%):** | | | |
| **Question 3 (15%):** | | | |
| **Question 4 (25%):** | | | |
| **Question 5 (20%):** | | | |
| **Score (0-4):** [The supplier’s response will then be scored against the ‘0-4’ scoring methodology, as copied below.] | | | |

**Scoring Methodology**

|  |  |  |
| --- | --- | --- |
| Score | Assessment | Interpretation |
| 4 | Excellent | Response is completely relevant and provides an excellent understanding of the issues. The response is comprehensive, unambiguous and provides above requirement details of how the requirement will be met. Offers significant beneficial added value |
| 3 | Good | Response is relevant and good. It demonstrates a good understanding of the requirement and provides additional details on how the requirements will be fulfilled. Offers additional beneficial added value |
| 2 | Acceptable | Response is relevant and acceptable and meets the requirement. The response addresses a broad understanding of the requirements and addresses the need |
| 1 | Poor | Response is partially relevant but lacks sufficient detail. The response addresses some elements of the requirement but contains insufficient or limited detail or explanation on how the requirement will be fulfilled. |
| 0 | Unacceptable | Nil or inadequate response. Fails to demonstrate an ability to meet any of the requirements. Does not have any understanding of the need. |

**Section Five - Contract Conditions**

**THE KENT COUNTY COUNCIL**

GENERAL TERMS AND CONDITIONS

**FOR THE PURCHASE OF GOODS AND SERVICES**

**WHERE CONTRACT VALUE IS BELOW OJEU THRESHOLD EX VAT**

# Definitions and interpretation

In this Contract:

1. “**Applicable Laws**” means all applicable laws, byelaws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
2. **“Business Day(s)”** means days when the clearing banks are open for business in London.
3. **Charges** payable for the Goods and/or Services shall be the prices stated in the Order.
4. “**Confidential Information**” means all information of a confidential nature in the disclosing party’s possession or control, whether created before or after the date of the Contract, whatever its format, and whether or not marked “confidential”, including the terms of the Contract, and negotiations relating to them, but shall not include any information which is or comes into the public domain through no fault of the other party, was already lawfully in the other party’s possession or comes into the other party’s possession without breach of any third party’s confidentiality obligation to the disclosing party, or is independently developed by or on behalf of the other party.
5. “**Conditions**” means the terms and conditions set out in this document.
6. “**Contract**” means the agreement between the Council and Supplier for the purchase of Goods or Services by the Council in accordance with these Conditions and any Order.
7. **“Council**” means The Kent County Council of County Hall, Maidstone, Kent ME14 1XQ
8. “**Council Materials**” means any materials, patterns, templates, drawings, know-how, techniques and information provided by the Council to the Supplier in connection with a Contract.
9. “**Council Policies and Regulations**” as published on the [www.kent.gov](http://www.kent.gov).uk website from time to time means all relevant Council policies, rules, regulations, local and national byelaws, including, but not limited to the Council’s whistleblowing policy, drugs and alcohol policy, modern slavery and human trafficking policy, general data protection rules, conflicts of interest, transparency, extremism and radicalisation, whistleblowing, use of Council datasets, Caldicott Principles, safeguarding children and vulnerable people, and business continuity/disaster recovery policies/procedures applicable to or as part of this Contract.
10. “**Council Representative**” means any representative nominated in an Order or from time to time by the Council.
11. “**Data**” means all Personal Data and other data collected, generated or otherwise processed by one party as a result of, or in connection with, the Contract.
12. “**Data Protection Laws**” means any data protection laws and regulations applicable in the United Kingdom from time to time and any codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement body.
13. **Employment Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any equivalent provisions in any other relevant jurisdiction.
14. “**Force Majeure Event**” means an event or circumstance beyond the reasonable control of a party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, strikes and other industrial action (other than strikes and other industrial action of the Supplier Personnel), sabotage or riots, and floods, fires, explosions or other catastrophes which directly prevent performance of the Contract.
15. “**Good Industry Practice**” means the exercise of the degree of skill, care and diligence expected from an expert and experienced supplier of goods and/or services the same as or similar to the Goods and/or Services.
16. “**Goods**” means the goods (including any instalment of the goods or any parts for them) which are set out in the Order.
17. **“Intellectual Property Rights”** means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works,
18. utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.
19. **“Know-how”** means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not).
20. “**Malpractice**” includes giving or receiving any financial or other advantage that may be construed as a bribe, whether for the purpose of the Bribery Act 2010 or any other Applicable Law.
21. **“Month/Monthly”** means a calendar month.
22. **“New Materials**” means any materials, patterns, templates, drawings, know-how, techniques and information that the Supplier or its Representatives create for the Council under a Contract.
23. “**Order**” is an order for Goods and/or Services placed with the Supplier by the Council.
24. “**Personal Data**” has the meaning given under the Data Protection Laws.
25. “**Premises**” means the premises at which any Services are carried out as specified in an Order.
26. “**Representatives**” means, as applicable, the Supplier or a member of the Supplier’s group or the Council or any of their directors, officers, employees, agents, professional advisors, suppliers or contractors.
27. “**Services**” means the services described in the Order including hardware and software services, where applicable.
28. **“Service Levels”** if set out in the Order means the required standards with which the Goods and Services are to be supplied.
29. “**Supplier**” means the supplier named in the Order.
30. **“Supplier Materials**” means any materials, patterns, templates, drawings, know-how, techniques and information of the Supplier that the Supplier or its Representatives do not create for the Council under the Contract.
31. “**Supplier Personnel**” means the employees, agents, subcontractors or invitees of the Supplier from time to time.
32. “**VAT**” means value added tax or any similar or substituted turnover or sales tax in the United Kingdom or elsewhere.

**In these Conditions and any Contract:**

#### the interpretation of general words shall not be restricted by words indicating a particular class or particular examples;

#### any reference to a statute or statutory provision includes a reference to any statutory amendment, consolidation or re-enactment of it to the extent in force from time to time; and

#### unless otherwise stated, time shall not be of the essence for the performance of any obligation.

# Formation of a Contract

An Order is an offer by the Council to purchase the Goods and/or Services subject to these Conditions. Acceptance of an Order by the Supplier constitutes unconditional acceptance of these Conditions.

These Conditions shall apply to every Contract.

If there is any conflict between the terms of an Order and these Conditions, these Conditions shall prevail.

The Supplier’s performance of any Order will amount to its acceptance of these Conditions, regardless of whether or not it has given a formal acceptance of an Order.

These Conditions replace all previous agreements and any course of dealing between the Council and the Supplier and is the entire agreement between the Council and the Supplier in relation to the Goods and/or Services.

These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained in or referred to in any documentation submitted by the Supplier, or in any correspondence or elsewhere or implied by trade custom, practice or course of dealing.

# Cancellation

The Council may cancel any Order without liability, in whole or in part, by giving written notice to the Supplier at any time prior to delivery of the Goods or the commencement of the provision of the Services.

# Charges and payment

Unless otherwise stated:

#### the Charges (together with any applicable VAT) are the only amounts payable by the Council under a Contract;

#### the Charges shall be exclusive of any applicable VAT (which shall be payable by the Council subject to receipt of a VAT invoice);

#### the Charges shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods or services to the delivery address specified by the Council and any duties, custom or levies, other than VAT; and

#### all other costs, charges and expenses which relate to the performance of the Supplier’s obligations and the supply of the Goods and/or the Services shall be borne by the Supplier. The fact that a particular provision in an Order does not state that the Supplier must perform the obligations “at no additional charge” may not be taken as implying that the Supplier may charge extra for complying with the obligation.

No increase in the Charges for the Goods and/or Services may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Council and signed by a properly authorised representative of the Council.

The Supplier shall invoice the Council in pounds sterling (GBP/£) in arrears on or after delivery of the Goods and/or completion of the Services unless otherwise is stated in the Order.

The Council shall only be obliged to make payments which:

#### are supported by accurate and properly prepared invoices which are VAT invoices where required;

#### include details of the Supplier, Goods and/or Services;

#### Include purchase order references;

#### Include all those details the Council states it requires for it to process the invoice; and

#### where the Council is satisfied that the Goods are of satisfactory quality and fit for purpose and/or the Services have been carried out to the standard required by the Council in the Order and in accordance with the Contract and these Conditions.

Subject to Clause 4.4, the Council shall pay the undisputed and properly due Charges 30 days from the end of the Month in which an accurate and valid invoice is received, unless otherwise is specified in the Order.

The Council may set off, deduct or withhold from any liability owed to the Supplier under or in connection with any Contract any current liability of the Supplier to the Council in connection with any Contract whether liquidated or unliquidated and whether owed jointly or severally or in any other capacity.

The Council reserves the right to recover from the Supplier any payments made and/or costs incurred in the event of the Supplier not meeting its Service Levels in accordance with Clause 8.3.

**Clauses 5 to 7 additionally apply to Contracts in respect of the supply of Goods only.**

# Delivery

The Supplier shall deliver the Goods, properly packed and secured at its own risk, on the date or between the dates (as the case may be) specified in the Order. Delivery of the Goods shall take place at such location as the Council may specify in the Order.

Time of delivery is of the essence. If the Supplier fails to deliver the Goods or make them available for collection at the time specified in the Order, the Council may:

#### refuse to accept any subsequent attempts to deliver the Goods and terminate this Contract immediately and at no cost to the Council by serving notice in writing on the Supplier;

#### procure similar goods from an alternative supplier; and

#### recover from the Supplier all losses, damages, costs and expenses incurred by the Council arising from the Supplier’s default.

If the Council fails to take delivery of any one or more instalments of Goods delivered in accordance with a Contract, the Supplier shall store the Goods at its own premises or at another suitable location at its own expense for a reasonable period and arrange with the Council an alternative delivery time.

The Supplier shall notify the Council immediately after receipt of an Order if the delivery dates for the Goods cannot be met.

A packing note quoting the Order number must accompany each delivery or consignment of the Goods and must be displayed prominently.

If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and is not severable.

The Goods shall:

#### be free from defects in materials and workmanship, be of satisfactory quality and conform to and in all respects with the specifications set out in the Order and any other specifications, standards, procedures and requirements agreed in writing between the parties from time to time;

#### comply with all Applicable Laws; and

#### not be the subject of any security interest, lien, encumbrance, charge or adverse title.

The Council may reject any Goods which do not comply with Clause 5.7.

The Council shall not be deemed to have accepted the Goods (in whole or in part) until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Any inspection or testing of the Goods by the Council shall not prejudice the Council’s right to reject defective Goods at a later date and make a claim in respect of them.

# Title and risk

Risk in the Goods shall pass to the Council once they are delivered to the Council. Title in the Goods shall pass to the Council on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Council once payment has been made and received by Supplier.

The Supplier shall at its own cost collect any Goods rejected under Clause 5 or Clause 15. Risk and title in the rejected Goods shall pass back to Supplier at the point at which the Goods are collected or, if earlier, ten days from the date on which the Council notifies the Supplier of the rejection.

Should the Goods have already been paid for by the Council at the time they are rejected title in the rejected Goods shall pass back to the Supplier when the Council has received a refund of all payment made to the Supplier for the rejected Goods.

# Installation and commissioning

If required in the Order, the Supplier will install and commission the Goods at no additional cost unless such cost is stated in the Order, by the date in the Order and such installation and commissioning will be regarded as Services.

Without prejudice to Clause 5.9, the Council will receipt the Order when it is satisfied the successful installation and commissioning of the Goods has taken place and when the Supplier has provided the Council all documents needed to operate and maintain the Goods.

If Goods are not installed by the Supplier, the Supplier will (on or before delivery) provide the Council with all documents needed to install, operate and maintain the Goods.

Where reasonably practicable (or required in an Order) the Supplier will on the later of delivery of the Goods or technical handover transfer any manufacturer's warranty in relation to the Goods to the Council.

**Clauses 8 to 10 additionally apply to Contracts in respect of the provision of Services only.**

# Performance of the Services

The Supplier shall carry out the Services within the time period specified in the Order. The time that the Services are to be carried out or delivered shall be agreed by the Council Representative in advance.

The Supplier shall notify the Council Representative when the Services are completed or fully delivered.

The Supplier shall:

#### provide any Services in line with Good Industry Practice;

#### at its own expense, promptly supply everything necessary for the performance of its obligations under the Contract and leave the Council Premises, if used, as clean, tidy and safe as they were when it entered them.

#### participate in regular reviews of its performance if specified in the Order;

#### provide the Goods and Services in line with any Service Levels set out in the Order;

#### incur poor performance liabilities (calculated as set out in the Order) where it fails to meet the applicable Service Levels;

#### provide the Council with such reporting as is specified in the Order and/or as are reasonably required; and

#### where any report indicates a persistent failure by it to meet any Service Levels, participate as required by the Council in reviews to correct defective Service delivery.

Any materials used or supplied by Supplier in the performance of the Services shall be in accordance with the highest requirement of any European Union and/or British Standard specifications and or regulations.

When working on the Council Premises or representing the Council at the site/s defined within the contract, the Supplier shall ensure that all equipment, working conditions and methods are safe and without risks to health for all employees, staff, visitors, users of the Premises, supplier personnel and others. The Supplier shall also ensure that the Supplier Personnel shall comply with any and all applicable the Council Policies and Regulations as well as those applicable third party policies, procedures and regulations.

The Supplier shall:

#### ensure that any Services are carried out in such a way as to prevent so far as reasonably possible damage or pollution to the environment;

#### keep any waste, surplus, condemned (or otherwise unusable) and recyclable materials and rubbish arising from the Services securely and safely on the Premises until cleared away in accordance with Applicable Laws and/or the Council’s reasonable instructions;

#### ensure that any removal of waste is only carried by registered, authorised and licensed carriers

#### keep a record of the carrier’s waste transfer notices, registration, authorisation or licence and of the carrier’s written confirmation of the disposal site used.

# supplier equipment

The Supplier shall provide all the equipment necessary for the provision of the Services.

The Supplier shall maintain all items of its equipment within the Premises in a safe, serviceable and clean condition.

All equipment provided by the Supplier shall be at the risk of the Supplier and the Council shall have no liability for any loss of or damage to such equipment unless the Supplier is able to demonstrate that such loss or damage was caused by the negligence or wilful default of the Council.

# SUpplier’s employees

1. “The Supplier will indemnify the Council on demand against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by the Council on its own behalf and on behalf of any successor service provider relating to:

#### the employment and termination of employment of any person who transfers from the Supplier or its Representatives to the Council or any successor service provider under the Employment Regulations or otherwise (“Relevant Employees”) provided that (in the case of termination), such termination is carried out within 60 days of the Council becoming aware of the transfer;

#### any act or omission by the Supplier or its Representatives in respect of any Relevant Employee up to and including the date of transfer; and

#### any failure by the Supplier or its Representatives to comply with the Employment Regulations save to the extent caused by the Council or any successor service provider.

At any time on request, the Supplier will provide (as relevant) the Council or any successor service provider with the information specified in regulation 11 of the Employment Regulations in respect of any potential Relevant Employees.

**The following Clauses apply to all Contracts.**

# VARIATIONS

No changes to the Conditions or Contract shall be valid unless a new or revised Order has been issued by the Council.

# INTELLECTUAL PROPERTY

The Council will own the Intellectual Property Rights in any New Materials and the Supplier assigns to the Council by present and future assignment, with full title guarantee, all legal and beneficial rights, title and interest in the New Materials.

The Supplier will continue to own the pre-existing Intellectual Property Rights in any Supplier Materials and where any Supplier Materials are included in any Goods or used in any Services then the Supplier grants the Council a perpetual, irrevocable, worldwide, sub-licensable, assignable, royalty-free, non-exclusive licence to use Supplier Materials to the extent necessary to take the full benefit of the Contract.

The Council will continue to own the Intellectual Property Rights in any Council Materials together with any new Intellectual Property Rights and Know-How howsoever developed.

Where the Council provides the Supplier with Council Materials then it grants the Supplier a limited, revocable, non-assignable, worldwide, royalty-free, non-exclusive licence to use the Council Materials to the extent necessary in accordance with any guidelines the Council notifies it from time to time, solely to the extent needed to fulfil its obligations under the Contract.

# Data protection AND FREEDOM OF INFORMATION

If, during the term, either party processes Data on behalf of the other party, the provisions of this Clause 13 shall apply.

Each party shall comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the Contract and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other of the Data Protection Laws.

Each party shall only process the Data to the extent necessary to perform its obligations under the Contract and shall have in place, and shall maintain, appropriate technical and organisational measures against unauthorised or unlawful processing of the Data and against accidental loss or destruction of, or damage to, the Data.

Any Data processed by Supplier under the Contract shall comply with applicable Council Policies and Regulations in place from time to time and, where applicable, third party policies and procedures.

The Supplier acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the EI Regs 2004 and shall promptly and fully assist and cooperate with the Council to enable the Council to comply with its obligations in respect of those requirements.

While the Council may, if practicable and appropriate, consult with Supplier in relation to whether any information relating to Supplier or this Contract should be disclosed as part of a request for information, the Council shall ultimately be responsible for determining in its absolute discretion whether any Information will be disclosed and whether any exemptions apply to the disclosure of the Information.

# Confidentiality

Each party shall safeguard the other party’s Confidential Information as it would its own confidential information, and shall use, copy and disclose that Confidential Information only in connection with the proper performance of the Contract.

Nothing in the Contract shall be construed so as to prevent one party from disclosing the other’s Confidential Information where required to do so by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party’s Confidential Information that it is compelled to disclose.

Each party shall tell the other immediately if it discovers that this Clause 14 has been breached and shall, on request, return to the other all of the other party’s Confidential Information which is in a physical form and destroy any other records containing Confidential Information.

The obligations in this Clause 14 shall continue without limit in time.

# Warranties

**Each party represents and warrants that:**

#### it has the power and authority to enter into and perform the Contract, which constitute valid and binding obligations on it in accordance with their terms; and

#### in performing its obligations under the Contract it shall comply with all Applicable Laws

The Supplier warrants and represents that the Goods and Services delivered by the Supplier shall:

#### conform to the Specification and to any descriptions given in quotations, estimates and sales material;

#### be free from defects in design, materials and workmanship;

#### comply with all applicable laws, standards and good industry practice (including in relation to their manufacture, packaging and delivery);

#### be, in the case of Goods, of satisfactory quality within the meaning of the Sale of Goods Act 1979;

#### be fit for any purpose specified in the Order;

#### in the case of Services, be carried out the with all due skill and diligence and in a good and workmanlike manner, and in accordance with Good Industry Practice;

#### in the case of Services, the Supplier’s employees and agents will have the necessary skills, professional qualifications and experience to provide the Services in accordance with the Order, including any specifications and Good Industry Practice (with the Supplier being responsible for all costs, fees, expenses and charges for training necessary or required for the Supplier’s employees and agents to provide the Services;

#### that neither the Goods nor any Services shall infringe any third party Intellectual Property Rights;

Without limiting any other remedies to which it may be entitled, the Council may at any time after Delivery and at no cost to itself, reject any Goods or Services that do not comply with Clause 15.2 by providing notification to the Supplier. As soon as reasonably practicable but in any event within ten Business Days after receiving the notification, the Supplier shall, at the Council’s option:

#### repair or replace the Goods; or

#### provide the Council with a full refund of the Charges paid by the Council.

The provisions of this Contract shall apply to any Goods that are repaired or replaced.

# Indemnities

The Supplier shall indemnify the Council from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) incurred by the Council, its employees, officers, agents and contractors as a result of or in connection with:

#### any damage to property or injury to persons resulting from the supply of Goods or provisions of Services;

#### any claim by the Council or any third party resulting from the negligence of or breach by or fraud on behalf of the Supplier; or

#### any claim, demand or action alleging that the provision and/or use of the Goods or Services has infringed any Intellectual Property Rights of a third party.

# Caps on liability

Subject to Clauses 17.2 and 17.4, the liability of the Supplier under or in connection with the Contract is limited to:

#### for liability arising from loss of or damage to property, £10,000,000 per occurrence; and

#### for all other liabilities, the higher of:

£50,000; or

100% of the total amounts paid and which would be payable under the Contract.

Other than in respect of death or personal injury to the extent caused by the Council or such other matters for which liability is precluded by the operation of law, the maximum extent of the Council’s liability to Supplier in respect of any and all liabilities shall be limited to the lower of:

#### The outstanding properly due invoiced amount; or

#### £10,000.

Neither party will be liable for any indirect or consequential loss.

The exclusions and limitation of liability set out in Clauses 17.1 and 17.2 do not apply to:

#### liability arising from death or injury to persons;

#### any breach of Clause 13 or Clause 14;

#### any indemnity; or

#### anything else which cannot be excluded or limited at law,

#### to which no limit applies.

# insurance

Without prejudice to Clause 16 the Supplier shall maintain in force at its own expense with reputable insurance companies:

#### employer’s liability insurance for the minimum amount of £10 million;

#### public and product liability insurance for the minimum amount of £10 million per occurrence and in the annual aggregate;

#### professional indemnity, errors or omissions or equivalent insurance for the minimum amount of £10 million per event and in the annual aggregate; and

#### any other insurances reasonably required by Applicable Law or by the Council.

Within 14 days of a request by the Council, the Supplier shall provide evidence of the policies referred to in Clause 18.1.

The Supplier will provide all facilities, assistance and information reasonably required by the Council or its insurers for the purpose of bringing an action or claim arising out of the performance of these Conditions.

# Term and Termination

The Contract commences on the date of the acceptance of the Order and continues until the Goods have been delivered or the Services have been completed in accordance with the Contract, on which date the Contract will terminate.

A Contract may be terminated immediately by notice in writing:

#### by either party if the other party is in material or continuing breach of any of its obligations under the Contract and fails to remedy the breach (if capable of remedy) for a period of ten working days after written notice by the other party;

#### by either party with immediate effect from the date of service on the other party of written notice if:

such other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended);

such other party ceases or threatens to cease to carry on the whole or a substantial part of its business;

any distress or execution shall be levied upon such other party’s property or assets, or any of its property is subject to the exercise of commercial rent arrears recovery;

such other party shall make or offer to make any voluntary arrangement or composition with its creditors;

any resolution to wind up such other party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other party shall be presented or an order is made for the winding up of such other party;

such other party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it;

a receiver or administrative receiver is appointed over all or any of such other party’s undertaking property or assets;

any bankruptcy petition is presented or a bankruptcy order is made against such other party; an application is made for a debt relief order, or a debt relief order is made in relation to the Council; or

such other party is dissolved or otherwise ceases to exist.

Termination shall not affect either of the parties’ accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

# Force majeure and excluded events

Neither party shall be liable for any breach of the Contract, and the Council shall not be liable for any failure or delay in providing the Services, arising directly or indirectly as a result of a Force Majeure Event.

# Fraud, bribery and corruption

Each party shall notify the other immediately if it becomes aware of or has

grounds for suspecting any fraud or Malpractice relating to the supply of Goods or Services.

Without prejudice to any other remedy it may have, if either party has reasonable grounds for believing that any of the other party’s personnel has committed a fraud or Malpractice relating to the supply of Goods or Service, that party may, in its absolute discretion:

#### suspend the supply of the Goods or Services; and/or

#### withhold payment of any Charges falling due.

Payment of the Charges and supply of the Goods or Services shall be resumed if it is established that the other party’s personnel were not responsible for any fraud or Malpractice.

# WHISTLEBLOWING POLICY

The Supplier shall have, and keep operational, a suitable and effective Public Interest Disclosure Act 1998 (Whistleblowing) Policy which will include procedures under which Supplier Personnel can raise, in confidence, any serious concerns that they may have and do not feel that they can raise in any other way. These will include but will not be limited to situations listed below when Supplier Personnel believe that:

a criminal offence has been committed, and/or

someone has failed to comply with a legal obligation, and/or

a miscarriage of justice has occurred, and/or

the health and safety of an individual is being endangered, and/or

there are or may be financial irregularities, and/or

there may be a Safeguarding concern.

The Supplier will make its Whistleblowing Policy available to the Council for inspection upon request.

# General

The Supplier shall not, without the prior written consent of the Council assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under these Conditions or under the Contract or any interest in them.

The Supplier may not subcontract any of its rights or obligations (or both) under these Conditions or under the Contract without the prior written consent of the Council. The Supplier shall remain responsible for all obligations that are performed by the Supplier Personnel as if they were acts or omissions of the Supplier.

Nothing in these Conditions or the Contract is intended to or shall operate to create a partnership or joint venture or other business arrangement of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

Council Materials shall not be used by the Supplier or Supplier Personnel for any purpose whatsoever other than for the performance of the Contract and are to be returned carriage paid, carefully packed. All Council Materials whilst in the Supplier’s possession are at Supplier’s risk and must be insured by it against loss or damage.

Any waiver by the Council of any breach by the Supplier shall not constitute a waiver of any subsequent breach.

Any failure of delay by the Council in either enforcing or partially enforcing any provision of this Contract is not a waiver of any of its rights under this Contract.

The parties do not intend any third party to have the right to enforce any provision of these Conditions or of any Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract shall not be affected

The rights and remedies expressly conferred by these Conditions or by any Contract are cumulative and additional to any other rights or remedies a party may have.

Communications under the Contract shall be in writing and delivered by hand, sent by recorded delivery post or by email to the relevant party at its address or email address (as applicable). Without evidence of earlier receipt, communications are deemed received: if delivered by hand, at the time of delivery; if sent by recorded delivery, at 9.00 am on the second Business Day after posting; if sent by email, at the earlier of (i) the time the recipient acknowledges receipt and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered, and provided that a copy is also sent by pre-paid post. In the case of post it shall be sufficient to prove that the communication was properly addressed and posted or transmitted.

If any dispute arises under or in connection with this Contract, the parties agree to enter into mediation to endeavour to settle such a dispute. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings in the English courts, in accordance with Clause 23.12 below.

The Contract and any non-contractual obligations arising in connection with it is governed by and construed in accordance with English law, and the English courts have exclusive jurisdiction to determine any dispute arising in connection with them, including disputes relating to any non-contractual obligations.

1. See EU definition of SME: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\_en [↑](#footnote-ref-1)