

Invitation to Tender

**Walsall Council is inviting Tenders for
the Provision of
0-19 Early Help Locality Children's Model including Centre Services in
South & Central Walsall
WP3294**

For the period

1st January 2018 to 31 December 2019

with an option to extend annually for up to 2 years.

| | |
|---|--------------|
| Deadline for return of completed applications: | 24 July 2017 |
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| | |
|-----------------------|---------|
| No later than: | 12 Noon |
|-----------------------|---------|

| |
|--|
| Address for return of completed applications: |
|--|

The completed submission and supporting documents must be uploaded via Walsall Council's Electronic Tendering Portal <https://in-tendhost.co.uk/walsallcouncil> no later than the deadline stated above.

In the event of a Bidder experiencing system issues with the e-tendering Portal while they are making their Tender Submission they should notify the Council's Procurement Department on 01922 658471.

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01. Background Information on Walsall Council

1 Background Information

- 1.1 Walsall is situated in the West Midlands; it has excellent communication links to the rest of the country, lying close to the heart of national road and rail networks. The Borough combines urban, suburban and rural communities. Walsall's population is over 250,000 and increasing.
- 1.2 The Council works with its partners to deliver the [Sustainable Community Strategy](#) as well as its own [Corporate Plan 2017/20](#).
- 1.3 Walsall's Sustainable Community Strategy details that "Walsall will be a great place to live, work and invest, where...
 - 1.3.1 people get on well with one another
 - 1.3.2 people can get around easily and safely
 - 1.3.3 people support and look after one another
 - 1.3.4 there are more and better jobs for local people
 - 1.3.5 people can live an independent and healthy life
 - 1.3.6 there is a wide range of facilities for people to use and enjoy
 - 1.3.7 people consider the impact of what we do now on future generations
 - 1.3.8 there exist high quality and distinctive designs of buildings and spaces
 - 1.3.9 growing up is as good as it can be and young people fulfil their potential
 - 1.3.10 people are our strength and have the skills and attitude required by employers
 - 1.3.11 everyone has the chance to live in a home fit for their purpose and for the future
 - 1.3.12 people feel proud to live
- 1.4 The Corporate Plan outlines the following four broad areas as the Council's priorities:
 - 1.4.1 Pursue inclusive economic growth: Walsall people will have appropriate skills and access to jobs so economic benefits are felt in each of our communities.
 - 1.4.2 Make a positive difference to the lives of Walsall people: Increasing independence and improving healthy lifestyles so all can positively contribute to their communities.
 - 1.4.3 Children are safe from harm, happy and learning well with self-belief, aspiration and support to be their best: Walsall children are provided with the best start in life so they can fulfil their potential and make positive contributions to their communities.
 - 1.4.4 Safe, resilient and prospering communities: Walsall is a clean, safe and healthy place, with the right housing to meet need, accessible to all and with a strong sense of belonging and cohesion.
- 1.5 It is the Council's intention that the delivery of services on its behalf assists in achieving these priorities and support the development of Walsall as a town and borough.
- 1.6 Walsall Council has a commitment to Social Value, details of which can be found in its [Social Value Policy](#).

02. Instructions to Bidders

1 Definitions

| | |
|---------------------|---|
| “Council” | means Walsall Metropolitan Borough Council |
| “Bidder” | means the organisation(s) responding to this ITT |
| “Contract” | means the resultant contract from this ITT |
| “ITT” | means invitation to tender |
| “Specification” | means the detailed requirements of the Council which the Bidder is required to meet |
| “Tender Submission” | means the invitation to tender when completed by the Bidder |
| “you/your” | means the organisation(s) responding to this ITT |

2 Introduction

- 2.1 This ITT has been issued by the Council in connection with a competitive procurement conducted in accordance with the Council’s Contract Rules 2010 to prepare a tender for the Contract and for no other purpose.
- 2.2 This ITT sets out the information which is required by the Council in order to assess the suitability of Bidders against the Specification as set out in Section 08.
- 2.3 The Council wishes to procure a contract to support the Council in the delivery of 0-19 Early Help locality Children’s model including Centre services in South & Central Walsall, in accordance with current national and local policy and statutory requirements including:
- Walsall’s Early Help Strategy
 - Walsall’s School Ready Strategy
 - Statutory guidance for Children’s Centres (including the objectives specified)
 - Walsall’s Children and Young People’s Plan
 - Joint Strategic Needs Assessment
 - Health and Wellbeing Strategy
 - Children’s Services priorities and plan
 - Teenage Pregnancy Programme & Infant Mortality Strategy
- Following a period of statutory consultation, the Council has redesigned the way Children’s Centre Services are delivered into ‘Whole Family 0-19 Locality’ arrangements, targeting those families most in need through a whole family approach.
- 2.4 The Council is looking to appoint one supplier for this Contract.
- 2.5 The procurement being carried out is an Open process subject to the light-touch regime rules - Regulations 74 to 76.
- 2.6 No information contained in this ITT or in any communication made between the Council and any Bidder in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract or framework agreement shall be offered in accordance with this ITT. The Council reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Council incur any liability in respect of this ITT or any supporting documentation.
- 2.7 Direct or indirect canvassing of any member of the Council, Council employee or agent by any Bidder concerning this ITT, or any attempt to procure information from

- any member of the Council, Council employee or agent concerning this ITT may result in the disqualification of the Bidder from consideration for this ITT.
- 2.8 The Council will not reimburse any costs incurred by Bidders in connection with preparation and submission of their responses to this ITT or those resulting from the cancellation of this tender process.
- 2.9 The ITT documentation and any other documentation sent to Bidders in respect of this tender process, are and shall remain the property of the Council and shall be returned to the Council upon demand by the Council. All copyright and intellectual property rights in such documentation shall remain the property of the Council or, where applicable, its advisers. Bidders may only reproduce documentation for their own use and in connection with their Tender Submission. The documentation may not be reproduced in any form or by any means for use outside the scope of the Bidders Tender Submission and may not be passed to third parties without the Council's prior written permission. Bidders may also reproduce the documents for use by their professional advisers and any principal sub-contractor solely for the purposes of their advising the Bidders on the preparation of their Tender Submission. Such use is subject to their obtaining from those parties undertakings for confidentiality for the Council's benefit.
- 2.10 All information supplied by the Council in connection with this ITT documentation shall be regarded as confidential by the Bidder and must not be disclosed to third parties (except that such information may as is necessary be disclosed for the purpose of obtaining guarantees, quotations or professional advice necessary for the preparation of the ITT documentation). If the Bidders are unable or unwilling to comply with this requirement the Bidders are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
- 2.11 This ITT is made available in good faith. No warranty (either express or implied) is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. This exclusion will not, however, extend to exclude liability in respect of any fraudulent misrepresentation on behalf of the Council.
- 2.12 No Bidder will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.
- 2.13 All Bidders Tender Submissions must remain valid and open for acceptance for a period of 90 days from the closing date of its receipt by the Council and comply in all respects with all aspects and requirements of the ITT.
- 2.14 If the Council, in its absolute discretion, considers that any amendment is of sufficient significance it may extend the Tender Submission date.
- 2.15 The Council is not bound to accept the lowest priced Tender Submission.
- 2.16 Bidders are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

3 Timetable

- 3.1 Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

| Target Date | Activity |
|-------------------|--|
| 13 July 2017 | Requests for clarification from prospective Bidders (no later than 10 days before the tender return closing date) |
| 17 July 2017 | Publication of answers to requests for clarification from prospective Bidders (no later than 6 days before the tender return closing date) |
| 24 July 2017 | Tender Submission return date (as shown on the front page of this document) |
| W/C 7 August 2017 | Presentations/Clarification interviews |
| W/C 7 August 2017 | Site visits if necessary |
| 14 September 2017 | Notification of intention to award Contract to Bidders to be issued |
| 25 September 2017 | Contract Award Date (Standstill period ends) |

4 Instructions for Tender Submission completion

- 4.1 Bidders are invited to complete the attached ITT and to submit it, together with any requested supporting information, to the Council by the due date for return as detailed in the Timetable at paragraph 3 of this ITT above and in accordance with the procedures set out in paragraph 6 below entitled Tender Submissions.
- 4.2 Bidders should follow the instructions outlined below when completing this ITT.
- 4.3 Bidders should answer all questions accurately and concisely and in the same order as the questions are presented. Where a question is not relevant to the Bidder's organisation, this should be indicated, with an explanation.
- 4.4 Questions should be answered in English.
- 4.5 The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.
- 4.6 Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a Bidder is not invited to participate further and their Tender Submission deemed ineligible.
- 4.7 In the event that none of the responses are deemed satisfactory, the Council reserves the right to terminate the procurement and where appropriate re-advertise the procurement.
- 4.8 Bidders must be explicit and comprehensive in their responses to this ITT as this will be the information on which responses will be scored and ranked as part of the evaluation process.
- 4.9 Bidders are advised neither to make any assumptions about their past or current supplier relationships with the Council nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

- 4.10 The Bidder must not make any amendment to the pre-printed parts of these ITT documents, or make its application conditional on any such amendment being accepted by the Council. If the Bidder contravenes this instruction, then its application will be invalid unless the Council agrees otherwise in writing (in its absolute discretion).
- 4.11 **SIGNATURES:** Documents within the ITT that require a signature must be completed in line with the following:
- Limited company – Signature by 1 director and 1 company secretary or 2 directors for and on behalf of the company (and, if appropriate, affix its common seal) in accordance with the company's articles of association.
- Limited liability partnership – Signature by two designated members who are authorised to bind the organisation.
- Sole trader – Where the Bidder is an individual by that individual as owner of a business in the presence of a witness who attests that signature, clearly detailing the witnesses name and signature.
- Partnership – Signature by 2 partners who have authority to bind the partnership under the partnership deed in the presence of a witness who attests that signature, clearly detailing the witnesses name and signature.
- 4.12 Documents that are signed not in line with 4.11 may be deemed ineligible.
- 4.13 The Declaration as appended at Section 07 of the ITT, shall be submitted by the organisation which it is proposed will enter into a formal contract with the Council if awarded the Contract. It shall be signed by persons authorised to submit ITTs and make contracts for the Bidder(s).

5 Tender Submission

- 5.1 The Bidder must understand that the information contained in its Tender Submission is the basis of its bid. It will be evaluated and will be awarded marks that will be used to score it against the other Tender Submissions made. If the Bidder's Tender Submission is accepted, the Bidder will be expected to provide the goods and/or services and materials to the service levels and quality the Bidder has given in response to this ITT. The commitments that the Bidder makes in its Tender Submission will be incorporated into the executed Contract.
- 5.2 The Tender Submission must consist of the following documents:
- 5.2.1 Completed Due Diligence Questionnaire
 - 5.2.2 Completed Statement of Good Standing
 - 5.2.3 Completed Tender Quality Questionnaire
 - 5.2.4 Completed Pricing Schedule
 - 5.2.5 Completed Declarations (Form of Tender, Collusive Tendering Certificate, Revocation of Contracts)
- 5.3 The Council may not consider any Tender Submission that is not accompanied by all the documents required.
- 5.4 One copy of the Tender Submission must be submitted to the Council, no later than the tender return date and time shown at the front of this document Please note that Tender Submissions received after the closing date and time will be rejected.

- 5.5 Any questions/clarifications relating to this process must be submitted through the Portal 10 days before the tender return date and clarifications will be issued through the Portal no later than 6 days before the closing date.
- 5.6 The completed Tender Submission and supporting documents must be uploaded via the Council's Portal and the Submit Return button clicked no later than the Tender Submission return date and time as shown at the front of this document.
- 5.7 Tender Submission documentation which has commenced being uploaded but fails to complete before the closing time will be registered as a late submission and will not be considered.
- 5.8 In the event of a Bidder experiencing system issues with the e-tendering Portal while they are making their Tender Submission they should notify the Council's Procurement Department on 01922 658471.
- 5.9 The Bidder should obtain a receipt from the Portal as proof of the date and time of delivery. This is available to print following selection of the 'Submit' button.

6 Pricing of Tender Submissions

- 6.1 All pricing is to remain fixed for the period of the initial contract.
- 6.2 All prices quoted must be in pounds sterling. Failure to do this will render the Bidder ITT invalid.
- 6.3 The prices quoted must be exclusive of VAT.

7 Evaluation

- 7.1 The Council may disqualify any Bidder who:
 - 7.1.1 fails to comply with the requirements of Regulation 57 (Public Contracts Regulations 2015) and/or fails to certify on the Statement of Good Standing as appended at Section 04 of this ITT that it has fulfilled these requirements;
 - 7.1.2 fails to provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question; and
 - 7.1.3 fails to submit its Tender Submission before the deadline.

If there appears to be an error in a Tender Submission or supporting information, the Bidder will be invited to confirm or withdraw its bid.

- 7.2 The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation.
- 7.3 Where a Bidder has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, the other information considered appropriate by the Council will be accepted.
- 7.4 Where a maximum word limit is provided the Council will not evaluate any words over this limit. The Bidder must ensure that its answer is in sufficient depth and detail to provide the necessary information. Where in doubt the word limit should be taken as a guide as to the level of detail required, however it is not mandatory to use the entire word limit available as long as the answer is in sufficient detail.

8 Overall evaluation criteria

- 8.1 The overall evaluation criteria that will be used in evaluating the Tender Submissions are as follows:

| | |
|---------|-----|
| Price | 30% |
| Quality | 70% |

8.2 Tenders will be evaluated on the basis of the most economically advantageous offer to the Council.

Please Note: The evaluation criteria are based upon the submission of a correctly completed Tender Submission in accordance with this ITT.

8.3 Bidders' price scores will be calculated based upon the lowest price submitted.

8.4 The Bidder with the lowest price will be awarded the full score of 30% with the remaining Bidders gaining pro-rata scores in relation to how much higher their prices are when compared to the lowest price.

8.5 Refer to sub-criteria and weightings in relation to paragraph 9.8 of this ITT

9 The Evaluation Process

Stage 1.1 – Due Diligence Questionnaire and Statement relating to Good Standing

9.1 An award decision will be solely based on a Bidder's response to this ITT. However, the information supplied in Stage 1.1 will be used to ascertain the ability of the Bidder(s) to meet the requirements of the ITT.

9.2 In the event that a Bidder is unable to provide a response to any of the questions, or a detailed reason as to why a response cannot be given, the Council may, at its discretion, seek clarification. Failure by the Bidder to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the procurement process.

9.3 The Statement Relating to Good Standing will be checked to ensure none of the circumstances described in Regulation 57 of the Public Contracts Regulations 2015, apply. Regulation 57 sets out the "mandatory" and "voluntary" criteria, under which the Council must by law, or may, determine that a Bidder is ineligible to participate in a procurement process.

9.4 A fail in this section may result in the Bidder's Tender Submission being deemed ineligible.

9.5 Verification of the information contained in the Due Diligence Questionnaire and Statement of Good Standing may only be obtained after the final tender evaluation i.e. from the winning Bidder only.

Stage 1.2 – Tender Quality Questionnaire

9.6 Contract Award will comprise of:

9.6.1 ITT Quality evaluation: evaluation of all non-financial elements of the Tender Submission

9.6.2 ITT Pricing evaluation: evaluation of financial information relevant to Tender pricing

9.7 Bidders will be evaluated on the criteria outlined within the Tender Quality Questionnaire and all questions within this section will be individually marked on the following basis. Note that in order to achieve the highest level of marks available, Bidder's Tender Submissions will need to meet all of the requirements at a high level – see the scoring system below for further details:

Scoring System

Score Scoring Principles

| Score | Score Classification | Scoring Definition |
|-------|----------------------|---|
| 4 | Excellent | <ul style="list-style-type: none"> • Response meets the specification requirements • Significant level of evidence that specification objectives and requirements have been met • Significant Added Value and Innovation evident |
| 3 | Good | <ul style="list-style-type: none"> • Response meets the specification requirements • Good level of evidence that specification objectives and requirements have been met • Limited Added Value and/or some innovation evident |
| 2 | Satisfactory | <ul style="list-style-type: none"> • Response meets the specification requirements • Adequate, basic level of evidence that specification objectives and requirements have been met • No Added Value evident |
| 1 | Poor | <ul style="list-style-type: none"> • Response does not meet some of the specification requirements • Limited level of evidence that specification objectives and requirements have been met • No Added Value evident |
| 0 | Fail | <ul style="list-style-type: none"> • Response does not meet any of the relevant specification requirements • No evidence that specification objectives and requirements have been met • No added Value evident |

Definitions

Adequate – Acceptable, ample, sufficient quantity and/or quality evidence

Basic – Critical, vital, essential, key main, components

Good – Suitable, sufficient and favourable good quality evidence

Limited – Minimal, incomplete, partial, restricted, inadequate evidence

Poor – Limited, insufficient, incomplete, partial, gaps, inadequate quality evidence

Significant – Considerable, substantial, extensive meticulous high quality evidence

- 9.8 Each question in Section 05 of this ITT, the Tender Quality Questionnaire, will be weighted as set out in the Tender Quality Questionnaire.

Stage 1.3 – Presentations/Interviews

- 9.9 A shortlist of Bidders achieving the highest scores from the Tender Quality Questionnaire stage may be invited to Presentations/Interviews.
- 9.10 Instructions to assist Bidders to prepare for Presentations/Interviews will be provided in advance of this stage.

Stage 1.4 – Site Visits

- 9.11 For Bidders that are using their own premises a site visit may be required to assess suitability of the premises.

9.12 **Stage 1.5 – Final Evaluation**

- 9.13 The total marks from the ITT quality evaluation elements (paragraph 9.8 of this ITT) will be combined with the pricing evaluation score as detailed at paragraph 8.1 of this ITT.

Stage 2 – Contract Award

- 9.14 On completion of the evaluation, standstill letters, notice of intention to award the Contract letters and feedback (for unsuccessful Bidders) will be issued to all Bidders.
- 9.15 After a period of ten days, and subject to no valid challenge being received as to the proposed Contract award within this period, the successful Bidder(s) will be contacted to sign /seal the appropriate Contract documentation.
- 9.16 The successful Bidder(s) shall not, under any circumstances, undertake delivery of the Contract until the Contract documentation has been formally executed. Until the execution of that Contract, the successful bid(s), together with the Council's terms of the ITT documentation will form a binding agreement between the Council and the successful Bidder.
- 9.17 Please note that the successful Bidder(s) will be required to deliver the Contract in accordance with the terms of the Contract documentation. The terms of the Contract documentation are non-negotiable.
- 9.18 The Council has the ultimate decision as to whether to award the Contract or not.

10 Queries about the Procurement

- 10.1 All requests for clarification or further information in respect of this ITT should be addressed through the correspondence function on the e-procurement portal. No approach of any kind in connection with this ITT should be made to any other person within, or associated with, the Council or its consultants, architects and alike. Any Bidder engaging in unauthorised communications may be excluded from the procurement process.
- 10.2 This ITT is being provided on the same basis to all Bidders.
- 10.3 If the Council considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Bidders who have expressed an interest before the closing date for Tender Submissions through the correspondence function on the e-procurement portal.

- 10.4 All responses received and any communication from Bidders will be treated in confidence but will be subject to sub-paragraph 10.3 of this ITT.

11 Additional Information

- 11.1 The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. The Council may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

12 Consortia and Sub-contracting

- 12.1 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of services, works or products under any ensuing contract or framework agreement. Responses must enable the Council to assess the overall service proposed.
- 12.2 Where the proposed prime contractor is a special purpose vehicle (SPV) or holding company, information should be provided about the extent to which the SPV / holding company will call upon the resources and expertise of its members to fulfil the specified services/works.
- 12.3 The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Bidders should therefore respond in the light of such arrangements as are currently envisaged. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to the Council so that it can make a further assessment by applying the selection criteria to the new information provided.
- 12.4 Details should also be provided in relation to the proportion of any contract awarded or framework agreement concluded that the Bidder proposes to sub-contract.

13 Freedom of Information Act and Environmental Information Regulations

- 13.1 The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 13.2 As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 13.3 If Bidders consider that any of the information provided in their Tender Submission is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 13.4 The Council will endeavour to consult with Bidders and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or

the EIR.

- 13.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 13.5.1 has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - 13.5.2 does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - 13.5.3 in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

14 Transferring Employees

- 14.1 The Bidder should be aware that it is likely that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Regulations") will apply to the award of the Contract pursuant to this ITT process (including but not limited to the provisions in Regulation 3(1) (b) of the Regulations relating to "service provision changes"). The Bidder is therefore invited to consider its Tender Submission on the basis that it will take over responsibility for any transferring employees and all inherent liabilities and obligations under their contracts of employment with effect from the date of any transfer.
- 14.2 Details of those existing staff that may be liable for transfer are included in Appendix 9.

03. Due Diligence Questionnaire

This Questionnaire is to ensure that Walsall Metropolitan Borough Council (the “Council”) take due diligence checks when entering into contracts with providers/suppliers of goods and services.

All necessary checks are required in accordance with Rule 17 of the Council’s Contract Rules 2015. Every contract made by the Council, whether by way of official purchase order, or by formal written agreement, shall require the information which you are required to provide below.

| 1 | ORGANISATION AND CONTACT DETAILS | |
|------|---|--|
| 1.1 | Full name of organisation tendering (or of the organisation acting as lead contact where a consortium bid is being submitted) | |
| 1.2 | Address | |
| | Post Code | |
| 1.3 | Telephone number | |
| 1.4 | E-mail address | |
| 1.5 | Website address | |
| 1.6 | Contact name for enquiries about this Due Diligence Questionnaire | |
| 1.7 | Job Title | |
| 1.8 | Address (if different from 1.2 above) | |
| | Post Code | |
| 1.9 | Telephone number (if different from 1.3 above) | |
| 1.10 | E-mail address (if different from 1.4 above) | |

| | | |
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| 2 | STATUS OF BIDDER | |
| 2.1 | What is the current legal status of your firm? | |
| | (a) public limited company | Yes/No |
| | (b) private limited company | Yes/No |
| | (c) partnership | Yes/No |
| | (d) other | Yes/No |
| | If YES to (d) please specify | |
| 2.2 | Are you registered for VAT? | Yes/No |
| | If YES, please provide your VAT Registration number | |
| 2.3 | Company Registration Details (if applicable) | |
| | Date of formation | |
| | Place of formation | |
| | Date of registration | |
| | Company registration number | |
| | Registered Office | |
| 2.4 | Full legal name and address of Parent Company (if applicable) | |
| | Company Name | |
| | Address | |
| | Postcode | |
| | Country | |
| | Company registration number | |
| 2.5 | Full legal name and address of (ultimate) Parent Company (if applicable) | |
| | Company Name | |
| | Address | |
| | Postcode | |
| | Country | |
| | Company registration number | |

| | | |
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| 2.6 | If your organisation is a division or subsidiary, please detail its relationship with the Parent Company (ownership, directorship, authority, etc) | |
| 2.7 | <p>Please provide brief details of your organisation's ownership history.</p> <p>This should include details of any parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures, etc which are currently in the public domain.</p> | |
| 2.8 | Is your organisation a consortium joint venture or other arrangement? | Yes/No |
| | If YES, and if it is available, please provide details of the constitution and percentage shareholdings. (Please refer to the paragraph Consortia and subcontracting in the "Introduction to Bidders" document) | |
| | QUESTIONS 2.9 AND 2.10 FOR COMPLETION BY NON-UK BUSINESSES ONLY | |
| 2.9 | <p>Where applicable, is your organisation registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state).</p> <p>In the UK this condition is satisfied by registration with Companies House or a declaration on oath that the candidate is carrying on business in the trade in question in the UK at a specific place of business and under a specific trading name.</p> | Yes/No |
| 2.10 | Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this | |

| | | |
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| 3 | SUBCONTRACTING AND CONSORTIA | |
| | Where a Bidder becomes aware of the intention to subcontract at later stages in the procurement they are required to notify the Council of this and provide the information requested below at that time. Where a Bidder is a consortium, they should indicate in a separate annex (by inserting the relevant company/organisation name) the composition and governance of the supply chain, indicating which members are proposing to deliver the goods / works and/or services as per the Specification. | |
| 3.1 | (a) Your organisation is bidding to provide the goods / works and/or services required itself | Yes/No |
| | (b) Your organisation is bidding in the role of Prime / Lead Contractor and intends to use third parties to provide some goods / works and/or services | Yes/No |
| | (c) The Bidder is a consortium or Special Purpose Vehicle | Yes/No |

| | | |
|----------|--|----------------------|
| 4 | COMPLIANCE WITH BRITISH OR EU STANDARDS | |
| | Council Contract Rule 17.3.1 states that: Under every contract made by the Council, the Council requires that goods, works or services comply with the British Standard or equivalent European Union standard wherever these exist. <i>If this is not applicable please ignore</i> | |
| | If you are required to be registered with a regulatory body for the purposes of this contractual arrangement please include your certificate of registration. | Enclosed – Yes/No |
| | Registration Number | |

| 5 | FINANCIAL INFORMATION (ECONOMIC AND FINANCIAL STANDING REGULATION 58) | | | | | | | |
|-----------|--|--------------------------|-----------|--|---------|--|----------|--|
| 5.1 | <p>Please indicate Yes or No to the following statements; the Council reserves the right to request copies at future stages during the procurement process.</p> <p>Copies DO NOT need to be submitted at this stage.</p> <p>(a) A copy of the most recent audited accounts for your organisation that cover the last two years of trading or for the period that is available if trading for less than two years.</p> <p>(b) A statement of the organisation's turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in an audited form at (a).</p> <p>(c) Where (b) cannot be provided, a statement of the organisation's cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position.</p> <p>(d) If the organisation is a subsidiary of a group, (a) to (c) are required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed, the information is requested for each member company.</p> <p>(e) A separate statement of the organisation's turnover that relates directly to the supply of relevant services for the past two years, or for the period the organisation has been trading (if less than two years).</p> | | | | | | | |
| 5.2 | Are you able to provide parent company and/or other guarantees (such as a performance bond) of performance and financial standing | Yes/No | | | | | | |
| 5.3 | Where the Bidder is dependant financially on a parent company to support its application for this procurement, it must indicate in the box below whether a Parent Guarantee is available if requested. | Yes/No Not applicable | | | | | | |
| 5.4 | <p>Please provide the following information in relation to your organisation's principle banker</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Bank Name</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Postcode</td> <td style="padding: 5px;"></td> </tr> </table> | | Bank Name | | Address | | Postcode | |
| Bank Name | | | | | | | | |
| Address | | | | | | | | |
| Postcode | | | | | | | | |
| 5.5 | If requested, would you be willing to provide a Banker's reference at no cost to the Council? | Yes/No | | | | | | |

| | | | | | | | | | | | |
|---------------------------|---|---------------------------|--|---------------|--|-------------|--|---------------------|--|-----------------|--|
| 6 | <p style="text-align: center;">INSURANCE</p> <p>Council Contract Rule17.3.2 states that:</p> <p>Under every contract made by the Council, the Council needs evidence that suppliers maintain sufficient insurance as may be required by the Council's Insurance & Loss Control Advisor throughout the duration of the contract.</p> <p>Proof of insurance should be included with the tender submission, a broker's letter of understanding or confirmation of cover will be sufficient, if further information is needed this will be requested as a clarification. Confirmation of the renewal of these insurance arrangements will only need to be supplied upon request.</p> | | | | | | | | | | |
| 6.1 | <p>PUBLIC LIABILITY Minimum cover required of at least £5m (per claim) and should include an indemnity to principal clause.</p> <table border="1" data-bbox="277 741 1487 1088"> <tr> <td data-bbox="277 741 716 813">Name of Insurance Company</td> <td data-bbox="716 741 1487 813"></td> </tr> <tr> <td data-bbox="277 813 716 884">Policy Number</td> <td data-bbox="716 813 1487 884"></td> </tr> <tr> <td data-bbox="277 884 716 956">Expiry Date</td> <td data-bbox="716 884 1487 956"></td> </tr> <tr> <td data-bbox="277 956 716 1028">Limits of indemnity</td> <td data-bbox="716 956 1487 1028"></td> </tr> <tr> <td data-bbox="277 1028 716 1088">Excess (if any)</td> <td data-bbox="716 1028 1487 1088"></td> </tr> </table> | Name of Insurance Company | | Policy Number | | Expiry Date | | Limits of indemnity | | Excess (if any) | |
| Name of Insurance Company | | | | | | | | | | | |
| Policy Number | | | | | | | | | | | |
| Expiry Date | | | | | | | | | | | |
| Limits of indemnity | | | | | | | | | | | |
| Excess (if any) | | | | | | | | | | | |
| 6.2 | <p>EMPLOYER'S LIABILITY (where relevant) The cover should meet the legal minimum requirements from time to time in the UK (currently £5m) and the cover should remain in place for the period of the contract and for a period of at least 6 years (12 years if the contract is made under seal) following the expiry of the contract.</p> <table border="1" data-bbox="277 1285 1487 1630"> <tr> <td data-bbox="277 1285 716 1357">Name of Insurance Company</td> <td data-bbox="716 1285 1487 1357"></td> </tr> <tr> <td data-bbox="277 1357 716 1429">Policy Number</td> <td data-bbox="716 1357 1487 1429"></td> </tr> <tr> <td data-bbox="277 1429 716 1500">Expiry Date</td> <td data-bbox="716 1429 1487 1500"></td> </tr> <tr> <td data-bbox="277 1500 716 1572">Limits of indemnity</td> <td data-bbox="716 1500 1487 1572"></td> </tr> <tr> <td data-bbox="277 1572 716 1630">Excess (if any)</td> <td data-bbox="716 1572 1487 1630"></td> </tr> </table> | Name of Insurance Company | | Policy Number | | Expiry Date | | Limits of indemnity | | Excess (if any) | |
| Name of Insurance Company | | | | | | | | | | | |
| Policy Number | | | | | | | | | | | |
| Expiry Date | | | | | | | | | | | |
| Limits of indemnity | | | | | | | | | | | |
| Excess (if any) | | | | | | | | | | | |
| 6.3 | <p>PROFESSIONAL INDEMNITY – Where applicable only used where advice and guidance is being given as part of the contract</p> <p>Minimum cover £1m per claim and in the aggregate per annum. The cover should remain in place for the period of the contract and for a period of at least 6 years (12 years if the contract is made under seal) following the expiry of the contract.</p> <table border="1" data-bbox="277 1850 1487 1982"> <tr> <td data-bbox="277 1850 716 1921">Name of Insurance Company</td> <td data-bbox="716 1850 1487 1921"></td> </tr> <tr> <td data-bbox="277 1921 716 1982">Policy Number</td> <td data-bbox="716 1921 1487 1982"></td> </tr> </table> | Name of Insurance Company | | Policy Number | | | | | | | |
| Name of Insurance Company | | | | | | | | | | | |
| Policy Number | | | | | | | | | | | |

| | | |
|-----|--|----------------------------|
| | Expiry Date | |
| | Limits of indemnity (per [occurrence and aggregate]) | |
| | Excess (if any) | |
| 6.4 | If your current insurance cover is insufficient to meet the minimum requirements set out, please confirm here that if awarded a contract, increased cover will be available at no extra cost to the Council. | Yes / No Not Applicable |

| | | |
|-----|--|-----------------|
| 7 | <p style="text-align: center;">HEALTH AND SAFETY</p> <p>Council Contract Rule 17.3.4 states that:</p> <p>Under every contract made by the Council, the Council needs an appropriate health and safety policy from suppliers</p> <p><i>Any business employing five or more people has, by law, to prepare and bring to the attention of employees a written Health and Safety Policy Statement. If you do not hold a Health and Safety Policy Statement due to the size of your organisation please state this.</i></p> | |
| 7.1 | Is your organisation legally obliged to have a Health and Safety Policy? | Yes / No |
| 7.2 | Does your organisation have a written Health and Safety at work policy? | Yes / No N/A |
| 7.3 | Does your organisation make sure it complies with the Health and Safety at Work Act 1974? | Yes / No N/A |
| 7.4 | Does your organisation have a Health and Safety at work system? | Yes / No N/A |
| 7.5 | Does your organisation train its staff in Health and Safety? | Yes / No N/A |
| 7.6 | <p>If “No”, to any of the above please explain why:</p> | |

| | | |
|-----|--|----------|
| 8 | EQUALITIES | |
| | <p>Council Contract Rule 17.3.5 states that:</p> <p>Under every contract made by the Council, the Council requires an acceptable equality policy compliant with the provisions of the Equalities Act 2010 (i.e. in respect of race, gender, disability, age, sexual orientation and religion/belief).</p> <p><i>Please note: If you are not currently subject to UK legislation, please supply details of your experience in complying with equivalent legislation that is designed to eliminate discrimination and to promote equality of opportunity</i></p> | |
| 8.1 | Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favourably than others? | Yes / No |
| 8.2 | In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal or equivalent body? | Yes / No |
| 8.3 | In the last three years has your organisation been the subject of a formal investigation by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination? | Yes / No |
| 8.4 | <p>If the answer to question 8.2 and / or 8.3 is Yes, what steps did your organisation take as a result of that finding or investigation?</p> | |
| 8.5 | Do you actively promote good practice in terms of eliminating discrimination in all forms through instructions to your employees concerned with recruitment, training and promotion? | Yes / No |
| 8.6 | Do you actively promote good practice in terms of eliminating discrimination in all forms through making guidance or policy documents concerning how the organisation embeds equality and diversity available to employees, recognised trade unions or other representative groups of employees? | Yes / No |
| 8.7 | Do you actively promote good practice in terms of eliminating discrimination in all forms through appropriate recruitment advertisements or other literature? | Yes / No |
| 8.8 | If we asked, could you provide relevant examples of the instructions, documents, recruitment advertisements or other literature? | Yes / No |

| | |
|----------|--|
| 9 | REFERENCES (TECHNICAL AND PROFESSIONAL ABILITY - REGULATION 58) |
| | <p>Please provide information relating to your organisation's experience of contracts for similar works.</p> <p>You should provide details of at least three significant private or public sector contracts for Services which you have performed over the past five years. If you are unable to provide three references please explain why this is so in the space provided below.</p> <p>Information should not be given about contracts performed by any envisaged supply chain member or sub-contractor.</p> <p>The contracts should have been for works similar to those outlined in the Specification.</p> <p>You should ensure that the companies listed would be willing to provide a reference for them and be willing to discuss your performance with the Council. The Council reserves the right to contact any or all of these companies for a reference.</p> |

| | | | |
|--|----------------------------------|-------------|------------------|
| (1) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |
| (2) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |

| | | | |
|--|----------------------------------|-------------|------------------|
| (3) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |
| (4) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |
| (5) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |

| | | | |
|--|----------------------------------|-------------|------------------|
| (6) Contact name & full address of person, organisation providing reference including telephone number and e-mail address | Contract value £ | Start date: | Completion date: |
| | Description of work carried out: | | |

| | | | |
|-----|---|-------------------|-----------------------------------|
| 9.2 | If you cannot provide three references, please explain why | | |
| 9.3 | Please provide a list of works/services carried out over the past 5 years that are relevant to the types of works/services required under this contract (excluding those contracts used as references above). | | |
| | Organisation Name | Start / End Dates | Brief Summary of Contract / Works |
| | | | Value |
| | | | |
| | | | |
| | | | |
| 9.4 | Has your organisation, within the last 5 years: | | |
| | (a) Incurred contract penalties, default notices or payment of liquidated damages? | | Yes / No |
| | (b) Withdrawn from a contract after the contract has been awarded (either before or after commencement of the contract)? | | Yes / No |
| | (c) Had a contract terminated by the client earlier than the originally intended date? | | Yes / No |
| | (d) Had any contract not renewed for failure to perform to the terms and conditions of the contract? | | Yes / No |
| | (e) Had any contracts ended early by mutual agreement following allegations of default? | | Yes / No |
| | (f) Been a party to legal or arbitration or alternative disputes resolution proceedings arising out of an alleged breach of contract? | | Yes / No |
| | (g) Been subject to investigation (whether leading to proceedings or not) by the Trading Standards Department of any local authority including this Council? | | Yes / No |
| | (h) Been the subject of an investigation (whether leading to proceeding or not) by the Office of Fair Trading under the | | Yes / No |

| | | |
|-----|---|----------|
| | Restrictive Trades Practices Acts 1976 and 1977 or the Competition Act 1980? | |
| | (i) Had any complaints made against your organisation or any of its employees to any professional body? | Yes / No |
| 9.5 | For any question in Q9.4 where the answer is YES, please give details below: | |
| | | |

04. Statement of Good Standing

Grounds for obligatory exclusion (ineligibility) and criteria for rejection of Bidders in accordance with Regulation 57 of the Public Contracts Regulations 2015

I / We confirm that, to the best of our knowledge, the Bidder is not in breach of the provisions of Regulation 57 of the Public Contracts Regulations 2015 and in particular that:

Grounds for mandatory rejection (ineligibility)

The Bidder or its directors or any other person who has powers of representation, decision or control of the named organisation has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977(a) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983(b) 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(c);
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e);
- (c) the common law offence of bribery;
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g);
- (e) 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(h):—
 - (i) the common law offence of cheating the Revenue;
 - (ii) the common law offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order 1978(l);
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m), article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the Companies Act 2006(o);
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979(p) or section 72 of the Value Added Tax Act 1994(q);
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968(s) or section 19 of the Theft Act (Northern Ireland) 1969(t);
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or
 - (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
- (f) any offence listed—
 - (i) in section 41 of the Counter Terrorism Act 2008(a); or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);
- (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002(c);
- (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);
- (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);

- (k) an offence under section 59A of the Sexual Offences Act 2003(g);
- (l) an offence under section 71 of the Coroners and Justice Act 2009(h);
- (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or
- (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

Grounds for discretionary rejection of Bidders

I / We confirm that, to the best of our knowledge, the Bidder is not in breach of the provisions of Regulation 57(8) of the Public Contracts Regulations 2015 and in particular that:

- (a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
- (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
- (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
- (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
- (g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- (h) where the economic operator—
 - (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or
- (i) where the economic operator has—
 - (i) undertaken to—
 - (aa) unduly influence the decision-making process of the contracting authority, or
 - (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
 - (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

| | |
|--|--|
| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of [State company or organisation name] | |
| Date | |

| | |
|--|--|
| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of [State company or organisation name] | |
| Date | |

* Please ensure that signatures are in line with the section 4.11 of the “Instructions to Bidders” document.

05. Tender Quality Questionnaire

Building Details

| | |
|---|--------|
| Do you have a fully equipped building ready to commence contract? | YES/NO |
| Location Address (please State) | |
| Rent / Owned (Please State) | |
| Safe environment with Safe access | YES/NO |

REGISTRATION / REGULATION REPORTS

If you have more than one provision, please provide the judgement for every provision you have.

| | Provision 1 | Provision 2 | Provision 3 | Provision 4 |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Name of body that regulates and inspects your service | | | | |
| Duration of current registration certificate | | | | |
| Date of last inspection | | | | |
| Summary of judgement | | | | |
| Report attached | YES/NO If NO explain why; | YES/NO If NO explain why; | YES/NO If NO explain why; | YES/NO If NO explain why; |
| Are you currently delivering a similar service with a good / outstanding rating | YES/NO If Yes provide details | YES/NO If Yes provide details | YES/NO If Yes provide details | YES/NO If Yes provide details |
| Summary of progress on implementation of any improvements required at last Inspection | | | | |
| Has the regulatory body issued any improvement notices, suspended registration, carried out an investigation or other such actions in last 5 years | YES/NO If Yes provide details | YES/NO If Yes provide details | YES/NO If Yes provide details | YES/NO If Yes provide details |

| | <p style="text-align: center;">Tender Quality Questionnaire</p> <p>Please read and complete each question fully.</p> <p>Please ensure that your answer is in sufficient depth and detail to provide the necessary information.</p> | <p style="text-align: center;">Indicative number of words</p> | <p style="text-align: center;">Weighting %</p> |
|----------|--|--|---|
| 1 | <p>Mobilisation - Please describe what arrangements you have identified for the start up of the contract and the key actions, milestones and the timescale to successfully deliver the service objectives from 1st January 2018, including;</p> <ul style="list-style-type: none"> - securing a site/premises - recruitment and training of staff | 750 | 15% |
| 2 | <p>Staffing arrangements - Please provide details of the staff management arrangements you intend to employ during the contract to deliver the service effectively. Your answers should include but not be limited to: staffing structure / organisational chart, reporting structures and arrangements for cover in times of absence, staff training and development arrangements, staff supervision arrangements.</p> <p>Full details of the staff required are to be included within the Pricing Schedule</p> <p>Due attention needs to be paid to the TUPE of staff from the current provider.</p> <p>Contract Management will check staff qualification throughout the contract and failure to meet the qualification, will be breach of contract.</p> | 500 | 10% |

| | | | |
|---|---|-----|-----|
| | | | |
| 3 | <p>Describe your proposed methodology for the 0-19 Early Help locality model including Children's Centre Services (South & Central Walsall) to meet the service specification. Your answer should include but not be limited to;</p> <ul style="list-style-type: none"> a) Experience of working with complex and vulnerable families b) Understanding the need of the locality and how you would respond effectively c) Listen and include Children, Young People and Parents in the development and delivery of services d) Overview of how your organisation will support locality working for 0-19. | 750 | 15% |
| 4 | <p>Evidence what partnerships you already have established in Walsall to deliver this service specification, giving details of how you work in partnership with them. Include an example of how you have previously delivered integrated working</p> | 500 | 10% |

| | | | |
|---|---|-----|----|
| | | | |
| 5 | <p>Quality & Performance - Describe how your organisation will demonstrate improved outcomes, resulting from the provision of this service for children, young people and families. Your answers should include but not be limited to:</p> <ul style="list-style-type: none"> a) <i>methodology for measuring achieved outcomes for children/young people and parents/carers;</i> b) <i>how you would collect evidence on how outcomes identified by families are improved / achieved (including the voice of the child);</i> c) <i>how this information will be supplied to the Council.</i> d) <i>Provision of evidence based interventions and programmes</i> | 500 | 5% |
| 6 | <p>The Pricing Schedule gives the anticipated Budget for the first two years of the contract. Describe how you would respond to a reducing Budget and what areas of service delivery would you prioritise and why?</p> | 300 | 5% |

| | | | |
|---|--|-----|----|
| 7 | <p>What safeguarding and risk management arrangements will be in place to ensure a high quality and safe service for all families, children and young people?</p> <p>(Please attach policy)</p> | 300 | 5% |
| 8 | <p>Outline how your service supports local improvements to the economic, social and environment well-being of Walsall in line with the Public Services (Social Value) Act 2012?</p> <p>Please choose relevant indicators which will be measured via contract management.</p> <p>Further details of the Council's requirements regarding Social Value are included within Appendix 12</p> | 500 | 5% |
| | | | |

06. Pricing Schedule

The Tender Submission Price can be no higher than £600,000 per annum

- Higher Tender Price Submissions will not be accepted and
- The Council expects that the actual Tender Price Submission will be below this maximum.
- All payments **exclusive of VAT**

The figure inserted should reflect the total amount of the Provider's budget forecast. During the tender evaluation period Providers may be asked to clarify their budget forecast (either via In-Tend or at clarification interviews).

| Annual Cost Breakdown | |
|--|----------------------------|
| Cost Categories | Annual Amount £ |
| <u>Operational Staff Costs</u> (directly relating to service delivery) | |
| No. of Staff | |
| Total Annual Staff Cost (From Table Below) | |
| <u>Management Staff Costs</u> (directly relating to service delivery) | |
| Numbers | |
| Total Annual Staff Cost (From Table Below) | |
| <u>Other Costs e.g. rent, utilities, training</u> (directly relating to service delivery) | |
| Accommodation/rent/rates including maintenance | £ |
| Gas | £ |
| Electricity | £ |
| Water | £ |
| IT equipment, software & maintenance/Phones | £ |
| Staff Training | £ |
| | £ |
| | £ |
| | £ |
| | £ |
| Annual Tender Submission Price (£600,000 Maximum) | £ |

| Rental for the use of the My Place Building (this cost is to be included in the accommodation costs row in the table above) | Annual Amount £ |
|--|----------------------------|
| Annual Rent Offered | £ |

| Operational Staff Details | | | |
|--|-------------------------|-------------------------|------------------------|
| Please provide the details of the staff involved in the operational delivery of this service | | | |
| Job Title | Qualification/s* | Full / Part Time | Annual Salary £ |
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| Total Annual Staff Costs | | | |

| Management Staff Details | | | |
|--|-------------------------|-------------------------|------------------------|
| Please provide the details of the staff involved in the management of this service | | | |
| Job Title | Qualification/s* | Full / Part Time | Annual Salary £ |
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| | | | |
| | | | |
| Total Annual Staff Costs | | | |

07. Declarations

Unconditional and Irrevocable Offer

Invitation to Tender for: 0-19 Early Help Locality Children's Model including Centre Services in South & Central Walsall

To: Walsall Metropolitan Borough Council (the "Council")

Having read carefully the Invitation to Tender and in view of you considering this tender, we, the undersigned;

1. Offer and undertake on the acceptance of this tender (either wholly or in part) by the Council, to supply and deliver the services within this tender.
2. Offer to supply the services specified within the pricing document.
3. Agree that this tender shall constitute an irrecoverable, unconditional offer which will not be withdrawn and we understand that the Council is not bound to accept any tender it receives.
4. Confirm that all of the information included within this tender is correct and up to date and would be in place for the duration of the contract if awarded.
5. Agree to formally execute the draft contract included within the Invitation to Tender as amended by the Council to reflect our tender.

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| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of | |
| Date | |

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| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of | |
| Date | |

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| Postal Address or Registered Office | |
| Telephone Number | |
| If the firm is not a limited company please name the proprietors: | |

Collusive Tendering Certificate

We certify that this is a bona fide submission, and that we have not fixed or adjusted the amount of the submission by or under in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this submission any of the following acts:-

- communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- enter into any agreement or arrangement with any other person that we shall refrain from tendering or as to the amount of any tender to be submitted;
- offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or have caused to be done in relation to any other tender or proposed tender for the said services any act or thing of the sort described above.

In this certificate the word “person” includes any person and any body or association, corporate or unincorporate; “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

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| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of [State company or organisation] | |
| Date | |

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| Full Name | |
| Position | |
| For and on behalf of [State company or organisation] | |
| Date | |

Revocation of Contracts

In every contract whether set out in a formal document or evidenced only by writing, provision shall be made to enable the Council to revoke the same and to recover from the successful Bidder the amount of any loss arising from such revocation if the successful Bidder shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him/her or acting on his/her behalf (whether with or without the knowledge of the successful Bidder), or if in relation to any contract with the Council the successful Bidder or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Bribery Act 2012, or shall have given any fee or reward to an officer of the Authority the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

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| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of [State company or organisation] | |
| Date | |

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| Signed* | |
| Full Name | |
| Position | |
| For and on behalf of [State company or organisation] | |
| Date | |

08. Specification

1. Service Description

Introduction

1.1 This service specification shall support the Council in the delivery of 0-19 Early Help locality Children's model including Centre services in South & Central Walsall, in accordance with current national and local policy and statutory requirements including:

- Walsall's Early Help Strategy
- Walsall's School Ready Strategy
- Statutory guidance for Children's Centres (including the objectives specified)
- Walsall's Children and Young People's Plan
- Joint Strategic Needs Assessment
- Health and Wellbeing Strategy
- Children's Services priorities and plan
- Teenage Pregnancy Programme & Infant Mortality Strategy

1.2 Following a period of statutory consultation, The Council has redesigned the way Children's Centre Services are delivered into 'Whole Family 0-19 Locality' arrangements, targeting those families most in need through a whole family approach.

1.3 Overall Purpose of Service

1.3.1 0-19 Family Support Provision - Effective family support provision is critical to the delivery of Walsall's Early Help Strategy – Appendix 1. This strategy prioritises the development of co-located multi disciplinary teams to ensure effective communication and early identification and work with Walsall's most vulnerable/complex families to secure sustainable outcomes.

1.3.2 Walsall's family support provision will provide activity and guidance to help families to build protective factors that strengthen resilience and lead to improved sustainable outcomes.

1.3.3 Family support will be available at four levels Borough wide. Families are likely to move between levels of Family support and at some times may be in receipt of more than one level of family support:

- Level1 - Family support will be universal delivered through universal services such as family information, schools, Early Years provision, Children's centre and health visiting.
- Levels 2 and 3 will be targeted support aimed at preventing the need for specialist provision or helping families to make full use of universal provision.
- Level 4 - Provision will be specialist/statutory support provided through Social care as the lead agencies

1.3.4 This tender relates to level 2-4 levels of family support which will be delivered across 0-19 Family Support. The commissioners will work with the provider(s) to manage the allocation of overall Capacity.

1.3.5 The 0-19 Family Support provision will include the delivery of lead professional role, parenting programmes, child development interventions including targeted stay and

play, one to one and group workshops support anger, managing behaviour, employability and internet safety, support families to mitigate the impact of divorce, positive activities for young carers, support with routine and boundaries, advice and help in accessing specialist support on alcohol, mental health and domestic abuse were amongst the preferred services as part of the 0-19 Early Help delivery

1.3.6 The provider will expect to deliver the Family Support 0-19 service to the South & Central area of Walsall as described in the objectives and service.

1.3.7 The basis of Children's Centre Services is informed by Sure Start Children's Centres Guidance 2013, Supporting Families in the Foundation Years (DfE and DoH 2011) and Walsall's 0-5 School Ready Strategy and is focussed on building firm foundations in children's early years' leading to improved outcomes for young children and their families and reduce inequalities between families in greatest need and their peers in:

1.3.7.1 child development and school readiness;

1.3.7.2 parenting aspirations and parenting skills; and

1.3.7.3 child and family health and life chances.

The Children's Centre functions will be fully integrated into the 0-19 family support provision, however the Council is currently awaiting the outcome of the consultation on the future guidance of Children's Centres, therefore the service delivery and service specification is subject to change within the contract period to ensure the Council complies with the new guidance.

1.3.8 Development of a Partnership offer for the hub for families in the south & Central locality hub

1.3.8.1 Working in partnership with key agencies and organisations to develop the locality Hub as a one stop shop for

1.3.8.2 Employment Support and access to childcare – link into work with IMPACT, Troubled Families DWP

1.3.8.3 Relationship support for Families – Link with CAHMS and voluntary sector providers

1.3.8.4 Health and development - link with School Health, Health visiting, GP's Collocation of health visiting

1.3.8.5 Contribution to the locality partnership panel – attendance at the monthly panel and provide support for appropriate cases

Scope of Service

1.4 The Council requires the provision that will deliver 0-19 locality hub (including Children's Centre Services) within the defined area. The south & central Walsall location is defined as the following wards: Palfrey, Pleck, Paddock and St Matthews: a map of Walsall is included in Appendix 2.

Building Provision

The Provider has 2 options regarding the provision of the service:

1.5.1 The Provider shall provide, equip and maintain designated secure premises from which to deliver the Services throughout the Contract Period (i.e. the Premises) situated in the location "Central or South" of Walsall: see map included in Annexe 2.

1.5.2 The Council is able to make the My Place building at 60 Walstead Rd W, Walsall WS5 4PE available to assist providers in delivering the service. Providers who wish to use the building are required to offer an annual rent within the Pricing Schedule. If you require more information regarding the My

Place Building please contact Nick Ford in Walsall Council Asset Management on 01922 652659. A draft lease document for the My Place site is included as Appendix 11.

Building Partnerships

1.6 The Provider shall have established partnerships in place with the following bodies/organisations, prior to 1st January 2018:

- Midwifery
- Health Visiting
- Teenage Pregnancy Team
- Troubled Families,
- Early Help
- Social Care
- Early Help Locality partnership – including locality panel
- Nurseries and Schools
- Early Years teams
- Area Partnership teams
- Public health
- Parenting team
- IMPACT
- Breastfeeding team
- Smoking cessation team
- Other Walsall programmes e.g. Safer Families for Children, Black Country Woman's Aid, Kooth, Life Style Service
- Police
- Schools
- Fire service
- CAMH's
- Voluntary sector providers in the area
- Department of Work & Pensions (DWP)

1.7 Transferring Employees

1.7.1 The Provider should be aware that it is likely that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Regulations") will apply to the award of the Contract pursuant to this ITT process (including but not limited to the provisions in Regulation 3(1) (b) of the Regulations relating to "service provision changes"). The Provider is therefore invited to consider its Tender Submission on the basis that it will take over responsibility for any transferring employees and all inherent liabilities and obligations under their contracts of employment with effect from the date of any transfer.

1.7.2 Details of those existing staff who may be liable for transfer are included in Appendix 9.

Integrated Working Changes

1.8 The service is for the contract period, during which the integrated work with Health Visiting, housing and other partners will be introduced and established. The Provider will be required to play an active role in collaborating with Walsall Council to design and deliver Early Years and Early Help services, develop best practice and add value

to the service offer during the contract period also taking into consideration new guidance of Children's Centres service delivery to ensure the Council is compliant.

2. Objectives

The specification has the following 3 objectives with;

Objective 1; 0-19 Early Help/Early on and work with families to sustain positive change

Objective 2; support families who have children 0-5 to ensure they are school ready

Objective 3; extend the early help offer delivered in the hub by effective partnership working

2.1 Objective 1 – 0-19 Early Help Family Support

Outcome 1.1: Children, young people and families reporting positive impact as a result of early help interventions and risk and vulnerabilities have reduced.

Outcome 1.2: Children and young people are more in school

Outcome 1.3: Less children and young people become Looked After or need statutory interventions

Outcome 1.4: Families are healthy and have good emotional and mental well being

Outcome 1.5: Parents and carers ensure that their children are safe and secure within the home and the community.

Outcome 1.6: Enable parents and carers to maintain and model healthy lifestyles, relationships and are positive role models so they children grow, to be safe, happy and learning well.

Service Description

2.2 The Provider shall deliver evidence based/informed targeted Family Support Services and Child Development interventions to children and families in need of additional support to reduce risk of a future need of statutory intervention and improve future health and education outcomes including Early Help Assessment and Support.

2.3 The Provider shall identify Parents/ Carers and children at risk of poor outcomes, including those with additional needs and/or disabilities and provide an effective and targeted response to their needs. The Provider shall manage and deliver the level of provision which reflects the need of target groups with children aged 0-19 years, within the geographical area and ensure those who are experiencing difficulties receive:

- Early & accessible support
- Multi-disciplinary support
- Evidenced-based interventions
- High quality information

2.4 Where children and young people 0-19 years are identified as having risk factors and needing additional support or services, and require intervention from more than one agency, the Provider shall ensure an Early Help Assessment is completed by a lead professional and where appropriate, a referral to a partner agency or Multi Agency Safeguarding Hub (MASH) should be made.

- 2.5 The Provider will take on the lead professional for children aged 0-19 years and must co-ordinate all families that have been identified as requiring additional support with an appropriate, tailored package of support. The Provider will be expected to have an available menu of effective evidence-based services from which to create personalised support packages.
- 2.6 The Provider shall maintain effective service delivery programmes, in accordance with the Core Purpose, Walsall's Early Help arrangements and integrated working the Health Visitors to deliver the Healthy Child Programme to families with additional social or health needs designed to meet local needs flexibly and effectively from the centre.
- 2.7 The Provider shall ensure parents/carers have access to high quality information, advice and guidance on, and promotion of, healthy lifestyles, including the following:
- Breastfeeding (referral to breastfeeding team and/or groups)
 - Parenting
 - Smoking cessation and smoke free homes brief intervention and referral
 - Healthy eating
 - Adult mental health - Stress reduction and antenatal depression
 - Facilitate access to peer support networks and groups
 - Safe Sleeping and Accident Prevention
 - Immunisation
 - Health in pregnancy Inc uptake of flu jabs.
 - Child care provision
 - Adult learning and employment support
 - Relationship advice and guidance
 - Oral Health
 - Infant Mortality messages
 - Preconception advice
- 2.8 The Provider shall work with health visitors and Early Year providers to ensure that children meet their physical, emotional and social development milestones appropriate to age to ensure that they are school ready. Also develop the delivery of two year old review.
- 2.9 The Provider and Health Visitors will work in partnership with early year's settings to ensure delivery of the integrated 2 year review in children living in the area.
- 2.10 The Provider shall work with health visitors to promote healthy lifestyles and sign up to the following:
- Healthy Start
 - Healthy Pregnancy Service
 - Change4life & Start4life

2.11 Objective 2: Early Years/school ready

- 2.11.1 **Outcome 2.1:** Young children develop well and are ready for school
- 2.11.2 **Outcome 2.2:** Parents have high aspirations for their children and the skills to help their children grow and develop
- 2.11.3 **Outcome 2.3:** Child and family health and life chances are improved.
- 2.11.4 **Outcome 2.4:** The gap between disadvantaged individual children and families and others will be reduced.

2.11.5 **Outcome 2.5:** Parents and carers and unborn children experience a healthy pregnancy and early bonding and attachment.

Service Description

2.12 The Provider shall focus on the target groups for **Child development and school readiness** supporting communication behavioural, emotional and social development and physical development, through all stages of development from pre birth to age 5. So children develop as confident and curious learners and are able to benefit from transition to school and contributing to narrowing the Early Years Foundation Stage (EYFS) gap in Walsall between the most disadvantaged children and their peers, including Bookstart, Ages & Stages, Play in the home and Peep.

2.13 The Provider shall focus on the target groups for **Child and family health and life chances:**

- Promoting good physical and mental health for both children and their families;
- Contributing to improvement in outcomes under the Healthy Child Programme
- Supporting parents to improve the skills that enable them to access education, training and employment;
- Addressing risk factors so that the children and their families are safe, free from poverty and able to improve their immediate well-being and their future life chances;
- Playing an active part in supporting families as they step up and down through appropriate universal and preventative services, and more intensive, targeted and specialist support under the Early Help arrangements
- Playing an active part in mitigating child poverty in Walsall.

2.14 The Provider shall focus on **Parenting aspirations and skills** and build on strengths and support aspirations, so that parents and carers are able to give their child the best start in life. The Provider will deliver 6 evidence parenting programmes in 12 months from the programmes below:

- Mellow Parenting
- Mellow Bumps
- Cygnet
- Strengthening Families / Strengthening Communities Parenting
- Solihull Approach
- Understand your child
- Friends Programme
- Healthy relationship workshops
- Toxic Trio Interventions

The Provider will publicise and provide a room to enable health visitors to deliver a range of pre and post natal programmes.

2.15 The Provider shall focus on the **Disadvantaged groups** stated below; however the list of target groups for the centre will be agreed between the Provider and Council at the start of the contract based on, corporate priorities for children and young people in Walsall, borough and area needs assessments:

- SEND (with support from Health Visiting, Speech & Language, Disability, Mental Health)
- SEN – Living with Autism workshop
- Looked After Children (LAC), Children on a Child Protection Plan
- Pregnant mothers identified as having additional need by midwife at ante natal stage of which;

- who misuse substances (alcohol and/or drugs)
 - migrants, asylum seekers or refugees, or who have difficulty reading or speaking English
 - domestic abuse
 - Workless families with under fives;
 - Training & Employment
 - Families in relation to Debt, Benefits, Immigration & Housing
 - Two year olds eligible for free education entitlement
 - Advice and information on childcare and future free entitlement
 - Teenage parents including Care leaver (up to 25) – Teens and Toddler Group
 - Troubled Families - a swift referral from Children’s Centre into more intensive services
 - Families with Early Help Assessment.
- 2.16 The provider will deliver the following focused workshops including some twilight and/or weekend sessions;
- Themed parenting workshops for parents of;
 - 0-5 years
 - 5-11 years
 - 11+ years (Teenagers)
 - PACE workshops and workshops for parents around PREVENT
 - Young People Healthy Relationship
- 2.17 The Provider must ensure that the family receives the service in the support plan and be able to demonstrate positive outcomes following on from interventions.
- 2.18 The Provider will be required to promote free 2 and 3 year old Early Year provision.
- 2.19 The Provider will be required to utilise ‘Family and Child Outcomes Star’ to measure impact of interventions and report findings to the Walsall Council.
- 2.20 The Provider shall be able to demonstrate engagement with a minimum of 70% of the target families with children aged 0-5 living in its geographical area and be actively working towards engagement with 80% and above.
- 2.21 The provider shall be able to demonstrate successful engagement with a minimum of 90% of all 0-19 Early Help referrals living in the geographical area and be actively working towards 75% of Early Help cases being closed for a positive reason / outcome.
- 2.22 The Provider must ensure that parents from the centre’s identified target groups are engaged with the Parents Forums and that the views of children and families are regularly sought and used both to inform the ongoing development of services and evaluate their effectiveness in terms of reach and impact.
- 2.23 The Provider shall identify a space for the health visitors and Midwives to undertake the following Universal health reviews*:
- Antenatal
 - New baby
 - 6 – 8 weeks
 - 1 year
 - 2 ½ years

- 2.24 The Provider shall deliver appropriate interventions as identified on Healthy Child Programme pathways to support effective integrated working with health visiting services.
- 2.25 The Provider shall work with health visitors to promote and deliver parenting programmes for parents at the early stages of a child's life (0-4 years 11 months) offering supporting mental wellbeing, behaviour modification and creating good relationships to ensure the six high impact areas (2.14) have a partnership focus in targeted groups.

2.26 Objective 3 – Partnership

- Outcome 3.1:** There is routine joint working with and a consistency of delivery with the other 0-19 locality hubs
- Outcome 3.2:** To increase partnership working with other agencies in order to improve services for parents and children and young people aged 0-19
- Outcome 3.3:** To work with Health visitors to support the strategic integration of Health visiting in schools, health and CAMH's in the 0-19 early help hub.
- Outcome 3.4:** To work with employment and training providers and impact to support parents into employment, education or training
- Outcome 3.5:** To contribute and support the development of Early Help locality panels and partnership working
- Outcome 3.6:** to work with parents and young people to get them involved in service development and delivery of programmes

Service Description

- 2.27 The provider shall work in partnership with parents to get them involved in service development and delivery including the delivery of parenting programmes, targeted play and stay and mentoring.
- 2.28 The provider will work with the Health visitors to help deliver the Healthy Child Programme (HCP) 0-5, which will include;
- Assist and actively contribute to the Early Help plan in providing a robust package of support for children on an Early Help assessment, where Health Visitors are the lead professional.
 - Offering health promotion support to address the needs of children in the community e.g. oral health, healthy eating, child development, and behaviour. This will include;
 - Improve the access and delivery of the HCP and, through this, the 0-19 Locality Teams and Early Year's core offer.
 - Integrated and close partnership working with Health Visitors, Early Help Integrated Locality model and the 0-19 Children's Services family support teams and early year's settings in the delivery of evidence based interventions to improve outcomes for families including effectively supporting step up and step down transitions.

- Promoting and describing the wide range of HCP and Early Year's provision that children and their families are entitled to, and as part of that process encourage all families to register for access to a wider range of provision.
 - Working in a collaborative manner with Health Visitors, 0-19 Locality Teams and Early Year's teams to agree joint local children's service priorities based on local JSNA.
 - Working in a collaborative manner with Health Visitors, 0-19 Locality Teams and Early Year's teams to agree how both services will work together. An example of this is the development of integrated assessments between the Health Visiting Service and 0-19 Locality Teams.
- Developing systems of sharing appropriate information between Health Visitors and 0-19 Locality Teams.
 - Active support the HCP to develop, pilot and evaluate different models of integrated working between the Health Visiting and Early Years services to ensure that the "Walsall model" of work meets the needs of families in Walsall while supporting efficient and effective working
- 2.29. The Provider shall develop and promote partnership working with the agencies listed in 1.7 in order to collaboratively address service needs and improve provision of the Services.
- 2.30 The Provider shall work in partnership to develop and promote collaborative working by:
- Creating consistent, accessible and up-to-date information, advice and guidance for parents.
 - Creating clear referral pathways that are well communicated and understood
 - Overcoming barriers to multi agency working
 - Enabling joined up work, preventing duplication of effort and resource.
- 2.31 The Provider shall work in a collaborative manner with Health Visitors and agree how both services will work together to provide, improved access and delivery of evidence based interventions to improve and achieve Early Help, Educational Achievement and Health outcomes for families.
- 2.32 The Provider shall work in partnership with the Borough wide 0-19 early help teams and children's Services to ensure consistency and quality of provision and programmes.
- 2.33 The Provider shall attend and actively contribute as a member of the Central and South Locality Partnership and Panel.
- 2.34 The Provider is required to be an active member of Borough wide Early Help Leadership arrangements and partnerships, working to agreed priorities for the area and contributing to the development of shared expertise and dissemination of good practice.
- 2.35 The Provider shall signpost to wider services, including community based support groups, local childcare and play & stay.
- 2.36 The Provider shall work in partnership with the Council and other employment and training Providers to support parents with training and education needs:
- Information, advice and guidance about available education and skills courses and how to access them.

- Links with schools and adult learning colleges
 - Information, advice and guidance about how to access employment; links to jobcentre plus
 - The promotion of parental involvement and volunteering with links into skills and employability.
- 2.37 The Provider shall work closely with the Council and other partners to develop and integrate a locality team 0-19 approach, including engagement in locality partnership early help panel.
- 2.38 The Provider shall work in partnership with other programme Providers to support and promote their work.
- 2.39 The provider shall work in partnership with the Borough wide 0-19 Early Help locality teams to provide a weekend Family Support duty services.
- 2.40 The provider shall work in partnership with the Council and other partners to actively support and deliver a range of activities through the summer holidays.

3. Premises and Equipment

- 3.1 The Provider shall ensure that the Premises provide a safe, secure and accessible environment to all visitors to the 0-19 Early Help Hub in the location specified.
- 3.2 The Provider shall ensure that the Premises meet all relevant legislative requirements.
- 3.3 The Provider shall be liable for all costs associated with the Premises before, during and upon completion of the contract.
- 3.4 The Provider shall equip and maintain the 0-19 Locality Hub with all fittings and fitting and other equipment to provide the services required.
- 3.5 The Provider shall ensure that the 0-19 hub is open for service delivery 9.00 – 5.00, Monday – Friday all year round and will not close without prior agreement with the Walsall Council. It is expected that, in addition to this, the centre will also open during evenings and weekends to accommodate the needs of local families.
- 3.6 The Provider should not plan to close the centre buildings for more than three consecutive non statutory holidays without the prior written consent of the Council, which consent must be obtained at least six (6) weeks in advance of any proposed closure. Assurance must be given of arrangements for family support provision for vulnerable families during this time.
- 3.7 The Provider shall supply the Council with a programme at the contract start date and subsequently at the commencement of each quarter showing the opening times including evenings and weekends.
- 3.8 Any changes to the opening times must be notified to **ALL** parents and the Council immediately by the Provider.
- 3.9 The Provider must carry out a review with the Council of any changes to opening times which occurred in the previous quarter (together with the reason) and measures must be put in place by the Provider (if requested) to prevent any occurrence.

4. Management, Governance and Partnerships

Contract Management

- 4.1 This contract shall be monitored by the Commissioning Unit and Finance who provide support on contract management for the Council's Children's Services Directorate.

- 4.2 Contract monitoring meetings with the provider will be held monthly for the first three months, and then change to quarterly after, the Provider will report its performance to the Contract Manager against each of the KPIs. Reports will be provided quarterly and the Budget Forecast updates will be reviewed. The Budget Forecast will be submitted in accordance with Specification Section 10: Financial Management.
- 4.3 Each of the KPIs includes a minimum threshold set as a percentage which the Provider is expected to achieve as stated in the KPI Tables.
- 4.4 The Provider reports its performance to the Contract Manager against each of the KPIs. Reports are provided monthly and include the forecast of the average measurement against each KPI for the relevant period.
- 4.5 If the Provider's forecast average against a KPI will not achieve the minimum threshold stated in the KPI Tables, the Provider must submit to the Contract Manager its proposals for improving performance.
- 4.6 The Provider co-operates with the Contract Manager as necessary to bring forward recommendations for suitable changes to the KPIs:
- (a) if it becomes apparent during any Financial Year that any performance requirement has been set at the wrong level;
 - (b) to reflect up to date best practice in the provision of the services of a similar nature and scope to the Services; and
 - (c) to incorporate the requirement for continual improvement in the delivery of the Services.
- 4.7 The Council may from time to time by notice in writing add to, amend or modify the KPIs. For the avoidance of doubt, any data collection for new KPIs will only take place once introduced.
- 4.8 The Parties will act in good faith and co-operation to agree any additions, amendments or modifications to the KPIs.
- 4.9 The Provider shall operate within all current legislation and any reference to such in the specification includes any amendments or new legislation where appropriate.

Operational Management

- 4.10 The Provider will report to the Borough wide Early Help Group Manager to ensure that services are aligned with Borough wide offer and integrated with Health Visiting Services and Early Years Services to deliver efficient and effective quality services to families with additional support needs.
- 4.11 The Provider will identify a Team lead for the 0-19 early help provision, who will be part of the Early Help management team and attend the monthly Early Help performance meeting.

Governance

- 4.12 The Provider will develop, maintain and support an Advisory Board covering geographical areas which will contribute to appropriate and representative governance arrangements for borough as a whole. The Advisory Board's terms of reference will reflect the close collaborative nature of the centres' relationship with Borough wide services. The Advisory Board and the Provider's conduct of it must ensure full compliance with the Sure Start Statutory Guidance and the Ofsted Framework grade descriptors for 'Good' under "*Effectiveness of leadership, governance and management*" as a minimum standard and ensure direct representation of parents from target groups across both areas. The Walsall Council

will be represented on the Advisory Board by the Children Centre Service Manager and Borough wide Universal Services Coordinator.

- 4.13 In conjunction with the Borough wide Universal Services Coordinator, the Provider will proactively engage local communities and target groups to ensure that they are enabled to contribute effectively to planning and decision making as appropriate in each Centre through a Parents Forum.
- 4.14 The Provider will facilitate the appointment of parent representatives from the geographical area to governance arrangements and ensure they are supported to play an active and informed role.
- 4.15 The Provider shall carry out a service user satisfaction survey, at least annually for this service

Quality and Performance Management

The provider will quality assures provision in line with the expectations as set out in Walsall's Children's Services Quality Assurance Framework.

Transition Period

- 4.16 The Provider will be expected to attend monthly meetings to evidence the delivery of the performance management and Key Performance Indicators (KPI's) which are detailed in the Annexe 10 to this Schedule:

- Secure appropriate Building and identify venues for outreach in locality;
 - Health & Safety Assessment
 - Building meets applicable to regulatory requirements and approval.
 - Equipment
 - Ensure IT system & equipment is in place and operational to meet service needs e.g. MOSAIC.
 - Staff Transfers (TUPE)
 - Clear plan in place to complete transfer of staff by 1st January 2018.
 - Partnerships;
 - Communicate to provider's access and referral arrangements and secure engagement in Advisory Forum.
 - Services;
 - Communicate access to; Services, Families, Partners & Stakeholders
 - Ensure suitable resourced environment to offer services to children & families at a high standard.
 - Staff;
 - Suitable qualified staff, undertaking the relevant DBS checks

Service Delivery

- 4.17 The services delivered by the Provider must meet the standards established by the Council and Ofsted for "good" Children's Centre and contribute, through the improvement of the outcomes, to the reduction of inequalities by working effectively in partnership with others.
- 4.18 The Provider will be expected to monitor and be able to demonstrate positive outcomes resulting from services and interventions, including through agreed performance management and Key Performance Indicators (KPI's) (see the Annexe 1 to this Schedule) with the Walsall Council and through external verification such as OFSTED Children's Centre inspections

The provider will be expected to be part of the Monthly Early Help Performance management meetings

- 4.19 The Provider shall be able to evidence continuous improvement in the quality and performance of the support service. This shall include pro-actively seeking to make efficiency savings in service delivery. Any efficiency savings should be reported to Walsall Council at the earliest opportunity and annually at Contract Review.
- 4.20 The quality and performance of the service shall be monitored by Walsall Council, Monitoring Procedure, which may be updated from time to time.
- 4.21 The Provider will comply with the requirements of the current Ofsted framework and any revised framework from the date of its introduction Centre and:
- (i) Ensure the Self Evaluation Form (SEF) in the Ofsted recommended format is updated quarterly to reflect current performance.
 - (ii) Develop and maintain an improvement plan for each centre in the Walsall Council's set format
 - (iii) Work with the relevant Children Centre Service Manager and Performance and Planning Manager to prepare and implement effective action plans in response to recommendations following any Ofsted inspection report or Annual Conversation.
 - (iv) Comply with Ofsted and safeguarding requirements to ensure the safe and effective delivery of services, working with the Walsall Council's Early Years Improvement Team to ensure staffs are engaged in relevant workforce development and quality improvement programmes.
 - (v) Comply with local safeguarding arrangements and processes to effectively deliver Early Help Assessments and support to families with complex needs
 - (vi) Support delivery of Healthy Child Programme and delivery of family support for Universal Plus and Targeted need as identified in pathways for five key contacts and in the delivery of action plans for priority areas: Breastfeeding, Transition to Parenting; Reducing Minor Illnesses; Healthy Weight and Healthy Eating; Maternal mental health; School Ready / integrated 2 year old review
 - (vii) Play an active role in the collaborative performance management arrangements.

5. Data and evidence gathering

- 5.1 The Provider will effectively monitor and report on the impact of 0-19 early help hub in improving outcomes for children and families, especially those in target groups agreed for the individual centre, and track those who have been and are in receipt of support from the Children's Centre services to evidence impact.
- 5.2 The Provider will be required to record Family Support interventions on the Walsall Council's MOSAIC system and update Estart with all contacts and engagement.
- 5.3 The Provider will be required to utilise 'Family and Child Outcomes Star' to measure impact of interventions and report findings to the Walsall Council.
- 5.4 The Provider will use area profiles and other data provided by the Walsall Council to assess need locally and plan services.
- 5.5 The Provider will also contribute to the continual refreshing and updating of such profiles and data by providing regular data and information returns about centre usage and local changes
- 5.6 The Provider shall collect data in relation to Service activity, performance measures and outcomes and ensure there are sufficient resources to report back as required to the Council using the Council's preferred software and protocols and :
- Ensure family and child data relating to Children's Centre use and access can be recorded using E Start and MOSAIC (or any future systems) supplied by the Council (at no cost to the Provider)

- Follow key principles as identified by the Council which must be used for assessing need and evaluating outcomes for all appropriate family interventions.
- Ensure that there are mechanisms in place to report back to the Council's centrally data.
- Use specified secure email and communications systems for all correspondence with the Council.

5.7 The Provider will ensure quality assurance through use of the Children's Services quality assurance framework.

6. Staffing Requirements

Supervision

- 6.1 Family Support staff should receive annual Employee Performance Review (EPR) and supervision support in line with the Children's Service Supervision protocol and case management and overviews must be recorded on MOSAIC system using the family support practice standards.
- 6.2 Childcare staff should receive supervision support at least every 6 weeks including review of children's progress to achieve milestones and support to make referrals where there is health, development or safeguarding concerns.
- 6.3 The provider should hold monthly unit reflection meetings using the unit meeting structure as set by Children's Services. The provider should share the minutes of the unit meetings on the shared folder.
- 6.4 The Provider is encouraged to develop reflective practice arrangements within team meetings and to participate in wider audits and reviews to develop learning and best practice.
- 6.5 The provider will embed and adhere to Walsall Council's Social Workers and Family Support Practitioners "Our Vision, Our Values, Our Promise"(see Appendix 7) to ensure practitioners receive professional development to improve performance and outcomes. This document links to Walsall Council's "Family Support Practice Standards" (see Appendix 8) which sets out the basic expectations in relation to effective case working, management and the recording so the best possible support is delivered in a timely way which will help build meaningful and honest relationships with children, young people and their families.
- 6.6 Professional supervision is at the heart of good quality social care practice. It is a dedicated and regular time where practitioners can reflect and explore their practice. Good quality supervision should support practitioners to achieve optimum outcomes for the children, young people and families they work with and to ensure that the local authority's accountability is properly exercised at every level, the provider will use and adhere to Walsall Children's services;
- Supervision Policy (see Appendix 3)
 - Supervision Toolkit (see Appendix 4)
 - Recording Procedure (see Appendix 5)
 - Unit Meeting Purpose, Record & Evaluation (see Appendix 6)

7. Appropriately Qualified Staff

- 7.1 The Provider shall ensure that its Staff are appropriately qualified and meet the following National Occupational Standards where relevant:
- Support the development of children and young people

(Standard: SDCCLD0203)

- Support children's learning through play (Standard: SDCCLD0206)
- Support early intervention for the benefit of children and families (Standard: SDCCLD0313)
- Empower families through the development of parenting skills (Standard: SDCCLD0322)
- Support the development of Children & Young People (Standard: SDCCLD0203)

And will work with the Walsall Council and its partners to develop and implement workforce development programme for Family Support Workers for use across the borough.

7.2 The Provider shall ensure that its lead Staff are appropriately qualified to meet the following National Occupational Standards:

- Lead provision for babies and children in partnership with parents and carers (Standard: SDCCLD0405)
- Lead and manage the provision of care services that support the development of children and young people (Standard: SCDLMCB6) (<http://www.ukstandards.co.uk>) and the National Standards for Leaders of SureStart Children's Centres (http://dera.ioe.ac.uk/7612/1/National_Standards_CC_Leadership.pdf)

8. Safeguarding

8.1 **Outcome:** 0-19 family support locality Hub is a safe place for children and families to spend time in, and services that are provided through them are safe.

Working together to Safeguard Children

8.2 In addition to the requirements of the EYFS, everyone who works with children and young people must have regard to the statutory guidance - 'Working together to safeguard children'.

The Safeguarding Vulnerable Groups Act 2006

8.3 The Safeguarding Vulnerable Groups Act 2006 creates statutory duties in "specified places" such as children's centres. Those duties apply to 0-19 Locality as follows:

- A 0-19 Locality Hub, when acting as a regulated activity Provider (RAP), must not knowingly use a barred person in regulated activity. To do so is to commit a criminal offence. This does not at present create a new duty to check whether an applicant is barred, but if the centre is aware of a bar it must not use the person for such activity.
- Where a 0-19 Locality Hub, acting as a RAP, used a person in regulated activity and then dismissed the person (or would have, had the person not left first) because of harm or risk of harm to children, the children's centre must refer that individual to the barring authority who will consider whether to bar the person from regulated activity.
- A barred person commits an offence if they apply for regulated activity.

9. Business Planning

9.1 The Provider will submit to the Contract Manager, at the start of the contract a business plan for the covering the period of the contract and linked to the 0-19 Locality Hub quarterly and annual contract monitoring cycles as identified by the Walsall Council. The business plan will include:

- 9.2 Evidence of geographic area needs analysis, (based on the data and needs assessment which will be provided by the Walsall Council), and its use as baseline for improvement for all areas of service, where necessary.
- 9.3 A list of clearly identified target groups (to be agreed with the Walsall Council) based on current data and needs analysis and a plan for increasing reach by and engagement with identified groups. The list of target groups will automatically include:
- i. Clearly identified priorities as identified through the Annual Conversation visit, post Ofsted inspection plans, self evaluation and needs analysis undertaken by the Children's Centre.
 - ii. An action plan for the centre to address these priorities with tasks, resources and a named lead for each.
 - iii. An evaluation of how the services provided meet the 0-19 Locality overall purpose and the specific outcomes identified within this Specification (i.e. how outcomes will be achieved and contributed to).
 - iv. Information that identifies the overall effectiveness of the agreed 0-19 Locality Teams service and areas for development.

10. Financial Management

- 10.1 The Council will review the information submitted in Clause 10.2 below at the quarterly monitoring meeting.
- 10.2 The Provider will submit 10 days prior to the date set for the Quarterly Monitoring Meetings an update of the Quarterly Budget Forecast with all sections completed:
- a. any area of spend which is either decreased or increased against the submitted Tender Budget Forecast
 - b. updates as required for previous quarters against the Tender Budget Forecast & previously submitted updates
 - c. updating the projections included in the Tender Budget Forecast for future quarters as required
 - d. any changes in the spreadsheet against information previously included will be highlighted in Red
 - e. an brief explanation of the reasons why the changes have occurred will be included in the submission
- 10.3 Further clarification or supporting information may be required;
- a. after the information has been submitted and prior to the Quarterly Monitoring meeting or
 - b. at the Quarterly Monitoring meeting to be submitted with 10 days of the date of the meeting
- 10.4 The Provider will maintain financial records which provide evidence of how effectively and efficiently resources are deployed to achieve value for money.
- 10.5 The Provider shall not use centre staff or activities to campaign or raise funds for the Provider's organisation. Fund raising by parents/centre users to broaden scope of services and activities offered may be permitted subject to prior agreement with the Walsall Council.
- 10.6 Income generated by services or activities delivered by centre staff or using centre premises shall be used to support additional services or provision at the children's centre or not retained by the Provider organisation. Providers shall keep detailed records of generated income & subsequent expenditure which may be inspected by the Walsall Council at any time.

11. Policies and Procedures

- 11.1 The Provider will comply with all relevant local authority policies and procedures including safeguarding, health and safety and information governance that are provided to it by the Council at any time during the Contract Period.
- 11.2 The Council is committed to safeguarding all children. The Provider shall comply with the statutory guidance on making arrangements to safeguard and promote the welfare of children under Section 11 of the Children Act 2004 i.e. ensure that:
- their functions are discharged having regard to the need to safeguard and promote the welfare of children; and
 - any services provided by another person pursuant to arrangements made by the person or body in the discharge of their functions are provided having regard to that need.

09. Draft Contract

The Council's Contractual Terms for this Contract are included as a separate document on the e-tendering portal.

A draft lease document for the My Place site is included as Appendix 11.