

Invitation to Tender for the provision of assessed daytime group activities for disabled children

To be completed by the supplier – please delete this line once complete

Company name:

Company address:

Prepared by:

Position:

Date of completion:

Herefordshire Council

1 Introduction, contents and timetable

1.1 Introduction

Herefordshire Council (the council) would like to thank you for your interest in this opportunity for the procurement of specialist daytime short breaks for disabled children, the ITT will be sectioned into LOTS, which we invite suppliers to bid for ONE (1) or multiple lots depending on their capability and availability.

The Invitation to Tender (ITT) is being carried out using the Open procedure. A Contract Notice has been published HEREFCC-DN667398-42549002

The Invitation to Tender (ITT) is being carried out under the Light Touch Regime allowed within The Public Contract Regulations 2015, Reg 74.

The ITT is being established under the Light Touch Regime and therefore applies the flexibilities afforded under regulation 76 of the Public Contracts Regulations 2015. These flexibilities include, but are not limited to, the length of the contract.

The variation of contract extension is due to the length of mobilisation of new commissioned requirements and the Council do not see the addition of a 12 month extension detrimental to equity and fairness. This allows continuity of care for all service users.

1.2 Contents

This document details the questions and documents that you will need to complete and return, in addition to all supporting information about the council's requirements and the evaluation process.

The contents of the tender pack are detailed in the table below:

Section number & content		Requirement on you as the tenderer
1	Introduction, contents & timetable	
	1. Introduction	For information only
	2. Contents	
	3. Timetable	
2	Tender completion guidance	
	1. List of documents	Guidance for completing your response
	2. TUPE – NOT REQUIRED	
	3. Evaluation	
	4. General guidance	
	5. Contact and correspondence during the tender process	
6. Instructions for tender submission		
3	Service specification	Information relating to the service requirement
4	Standard supplier selection questionnaire	

	1. Potential supplier information and exclusion grounds: Part 1 and part 2	Guidance about the questionnaire
	2. Selection questions: Part 3	
	3. Notes for completion	
	4. Supplier questionnaire: Parts 1, 2 and 3	Tenderer to complete
	5. Information document 3 – ISPA template	Information only
5	Service specific questions and pricing	
	1. Service specific questions: Part 4	Tenderer to complete
	2. Social value: Part 4	Tenderer to complete
	3. Pricing schedule: Part 4	Tenderer to complete
6	Other requirements	
	1. Freedom of information legislation and confidentiality	Tenderer to complete: 1 - Schedule of information table 2 – Declaration of freedom of information legislation and confidentiality
	2. Form of tender	Tenderer to complete
	3. Fraud prevention check declaration	Tenderer to complete
	4. Tender submission checklist	Tenderer to complete
	5. Completion document 3 - pricing Document	Tenderer to complete
	6. Completion document 2 – financial workbook	Tenderer to complete

1.3 Timetable

The intended timetable for this ITT is set out in the table below. Any subsequent changes to the timetable shall be issued via the Pro contract e-Tender system.

Activity	Date	Notes
PIN published	Insert date	N/A
Contract Notice published	25 th April 2023	HEREFCC-DN667398-42549002
ITT issued	25 th April 2023	Via Procontract – www.supplyingthesouthwest.org.uk
Deadline for receipt of clarification questions	17 th May 2023	To be submitted no later than 12:00 noon. All clarifications must be sent via Procontract 'messages'.
Closing date for submitting tender	24th May 2023	All tenders must be sent via the Pro contract -tender system via www.supplyingthesouthwest.org.uk
Evaluation process	W/C 24 th May 2023	During this period the council will conduct an assessment of the tenderers' responses to determine whether they comply with the council's requirements for this service as set out in the specification.
Intent to award	8 th May 2023	
Standstill	8 th May 2023	This will be for a period of 10 days, and will end midnight 12 o'clock 18 th June 2023
Contract award date	19 th June 2023	If no challenges have been issued.
Mobilisation phase	3 rd July 2023	The date the new contract will start
Contract commencement date	3 rd July 2023	The date the new contract will start

2 Tender completion guidance

2.1 List of documents

The document pack consists of information documents which outline the council's requirements for the services, plus completion documents in which tenderers must complete their response.

The list of documents is as below:

Specification Part 1

- Completion document 1: Invitation to Tender (ITT). (This document)
- Completion document 2: Financial Workbook
- Completion document 3 – Pricing matrix
- Information document 1: Specification
- Information document 2: Contract Terms and Conditions
- Information document 0 : TUPE information – N/A

Specification Part 2

- Information document 1: Appendix 1 Pen Pictures
- Information document 2: Appendix 2 yearly calendar template
- Information document 3 – ISPA template

2.2 TUPE - N/A

2.3 Evaluation

Tenders will be evaluated in two stages. Stage 1 will consist of assessment of the tenderers' responses to parts 1 & 2 (standard selection questionnaire) and part 3 (selection questions) and will be assessed on a compliant (pass) or non-compliant (fail) basis as per the information given in those relevant parts. As part of this, tenderers must pass the financial assessment and the satisfaction of any minimum turnover requirement in respect of the service. (For further details of the turnover requirements, please see **Completion document 2: Financial Workbook**). Tenderers who are compliant at stage 1 will move forward to stage 2.

Stage 2 will consist of a scored evaluation of part 4 responses from those tenderers who remain compliant after stage 1.

The contract will be awarded to a multiple tenderers on the basis of identifying the Most Economically Advantageous Tender (MEAT). This will be achieved by allocating a scoring split as set out in the evaluation table.

The scores awarded for quality, social value and price will be added to produce the overall score for the tender. The overall score will be used to rank tenderers in order of highest to lowest score. Ranking will be used to indicate relative performance to tenderers. The MEAT will be identified in preference of highest to lowest ranking (1/1st being highest). The ranking will only be used to identify the success of the bidders/provider in order to ascertain their ability to provide a complaint service.

Based on the needs of the individuals these sessions will be delivered too, the contracted hrs will be awarded to each supplier based on the outcomes of the ISPA. Once the individual has been assessed and the plan is generated, all suppliers who meet the specification/criteria of need will be approached, whereby a discussion to award will be made in line with 'what's

bests' for the individual. This will take into consideration, location, length of session, capacity of the supplier and session content/complexity.

Fraud prevention check

All compliant providers will be subject to a fraud prevention check (see section 6.3). If fraud is detected, the council reserves the right not to proceed to award a contract.

Evaluation of stage 2

Stage 2 Quality/Social Value/Price weightings

Stage 2 will consist of a scored evaluation of part 4 – service specific responses, and price information from those tenderers who remain compliant after stage 1.

The % weighting applied to Quality, Social Value and Price are provided in the table below, including any sub-weighted elements where applicable.

Stage 2	Weighting (%)
<p>Part 3: Quality element See below the sub-weightings to this element:</p>	<p>58</p>
<p>1. Service delivery (9 section)</p> <ul style="list-style-type: none"> a. Minimum and Maximum being offered b. Planned dates of delivering sessions c. How long each session will be d. Maximum number of children per session e. Plan if no more than three children attend a session f. Booking system g. Please specify how you will make sure that the service/sessions you are delivering will be accessible to all children h. Transportation provided as part of session i. Please provide a response highlighting any needs/constraints j. 	<p>28</p>
<p>2. Example</p>	<p>15</p>

3. Experience and working knowledge (4 sections)	15
<ul style="list-style-type: none"> a. Provide at least one (1) examples of how you have successfully delivered similar services b. How you addressed any issues and risks in order to deliver services. c. Detail how you have worked in partnership with key people to support the young person to transition onto Adult Services. d. Please provide details of the staff/ other resources that will deliver the contract 	
Part 3: Social value quality element	12
1. Social value (qualitative element)	
Part 3: Price element	30

Scoring of weighted quality and social value quality questions

Scored quality questions consist of key points which will each be marked on the scale of 0 – 10 (a mark of 0 being unsatisfactory and 10 being excellent) using the marking system as shown in the table below.

A minimum compliance mark applies to quality question number (insert question numbers that you want this to apply to). In order to submit a compliant tender, you must score a **minimum of 2 marks** (partial) on each question.

A weighting will be applied to each quality question as detailed above. More important questions will attract a higher weighting.

The score will be calculated to reflect the percentage weighting applied to that question (as shown below) and will contribute to the overall quality weighting:

$\% \text{ score for each question} = \text{your score} / \text{maximum score available} \times \text{question weighting.}$

Each question has a maximum number of page sides stipulated within the question: any text in excess of this will not be evaluated. You should enter your response in the required font and text size and in the space box provided below the question. You can expand this box to fit your response length however you should not adjust the left or right margins. The page side length will be based on an A4 sheet and will be measured from the line below “Please detail your answer here:” in the box.

The evaluation team will score each question individually and will not take into consideration any references to additional information located in other questions or elsewhere in the document. The evaluation team will only consider information in supporting documents if a specific supporting document has been permitted within that particular question.

Each lot will be evaluated individually as per the specification above, this includes all elements. Of price, quality and social value.

Marking system:

SCORE	CATEGORY	QUALITY QUESTIONS	SOCIAL VALUE QUALITY QUESTION/S
0	Unsatisfactory	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding and skills required to provide the services, with no evidence to support the response.	Does not meet the requirement. Does not comply and/or provides insufficient information to demonstrate that the Tenderer has the understanding or ability to deliver social value commitments.
1	Poor	Significant reservations regarding the Tenderer's understanding and skills required to provide the services, with little or no evidence to support the response.	Significant reservations regarding the Tenderer's understanding and ability required to provide social value, with little or no 'SMART' evidence to support the response.
2	Partial	Some reservations regarding the Tenderer's understanding and skills required to provide the services, with minimal evidence to support the response.	Some reservations regarding the Tenderer's understanding and ability required to deliver social value with minimal 'SMART' evidence to support the response.
4	Satisfactory	Satisfies the requirement. The response demonstrates the understanding and skills required to provide the services, with evidence to support it.	Satisfies the requirement. The response demonstrates the commitment, understanding and ability required to deliver social value, with 'SMART' evidence to support it.
7	Good	Satisfies the requirement with some additional benefits. The response demonstrates the understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.	Satisfies the requirement with good clarity. The response demonstrates the understanding, relationships and ability required to deliver social value. The response clearly identifies clear local 'SMART' responses and provides a clear action plan for delivery.
10	Excellent	Exceeds the requirement. The response demonstrates exceptional understanding and skills required to provide the services. Response identifies factors that will offer potential added value and may also contain innovation, with evidence to support the response.	Exceeds the requirement. The response demonstrates exceptional local awareness, understanding and ability required to deliver social value. Response identifies factors that will offer a clear lasting legacy locally with a robust 'SMART' local action plan.

Scoring of price question

Your score for the price element will be calculated as a comparison of your bid for that element to that of the lowest compliant bid for that element as follows:

$\% \text{ scored} = (\text{lowest compliant bid} / \text{your bid}) \times 100 \times \% \text{ weighting for section}.$

The cost score, the Social Value quality and quality scores for each question will be added together to provide a total score for the tender.

Moderation of scores (consensus)

In order to make a final selection for preferred tenderer(s), the evaluation team moderation meeting will consider the scores from all evaluation team members. During the meeting(s) the evaluators' individual scores will be considered and reviewed and a consensus score will be agreed by the evaluation team.

Following the moderation meeting(s), a recommendation will be made on the basis of the consensus agreed by the evaluation team. This will be in the form of an evaluation report, which will document the evaluation process, findings and the final recommendation from the evaluation team to the appropriate decision making board.

Clarifications during evaluation

The council reserves the right to request clarification (in terms of additional information which will supplement or clarify) of any aspect of a tender. **In particular, it is the intention of the council to clarify any aspects of tenders that are (or appear to be) contradictory such as if the pricing is contradicted by the stated approach in the approach to pricing or in answers to questions within the response.**

The council reserves the right to issue additional questions (by way of clarification) to all tenderers, the answers received to such questions may be allocated marking credit (in accordance with the published marking guidance) on the basis that ALL tenderers have fairly; transparently and equally been given the opportunity to respond. However, responses received to clarification questions issued to individual tenderers would not normally be allocated any marking credit if this would have the effect of allowing tenderers to introduce new information after the deadline for submission.

The council may invite any tenderer(s) still under consideration to attend a meeting to clarify the information which has been supplied in the tender if this is required. Following the meeting the council will then review and, where necessary, amend the scores awarded for part 4.

2.4 General guidance

Please indicate your compliance with any question that requires a 'Yes/No/Not Applicable' response by placing an 'X' in the appropriate box. If a question is not applicable, then this must be clearly stated: do not omit the question. The failure to answer a question may disadvantage or invalidate your tender.

Please ensure that your tender is well-presented and in an easy-to-read format. Tenders should be completed in English and in size 11 Arial font.

Responses are limited to the maximum page side count specified in each question in part 4. Any text submitted over the stated limit will NOT be included in the evaluation.

Tenderers must be explicit and comprehensive in their response as this will be the single source of information on which contract award will be based. Tenderers must not therefore make any assumptions about their past or current provider or sub-tenderer relationships with the council and should be clear that any such prior business relationships will NOT be taken into account in the qualification / award procedure.

Tenderers should make sure that all information that they wish the council to take into account is explicitly stated; as the council will not be able to take account of any other information, even if already known by the council.

For the avoidance of doubt, please note that any information given by tenderers will be subject to verification; if any error, omission or misrepresentation is discovered, the council reserves the right to disqualify the tenderer from further participation in the process, no matter what stage in the process has been reached.

The information set out within the tender documents does not commit the council to any specific course of action; to award a contract pursuant to the tender process nor does it constitute an offer to enter into a contractual relationship. The council does not undertake to accept any tender, in whole or in part.

The council will not be liable for any costs or expenses incurred by tenderers during the tender process. Expressions of interest are only sought from organisations that are agreeable to these arrangements.

The council does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the tender documents and does not accept any responsibility for the information contained therein. If any material errors, omissions or ambiguities are identified with the process documents then tenderers are requested to notify the council immediately so that any issues can be rectified.

If a tenderer has any doubts as to the meaning of any guidance; the nature of any information requested; or the objective behind any aspect of the tender documents then clarification should be requested from the council, as otherwise the tenderer will be at risk of their tender being disadvantaged / disqualified if their tender has misinterpreted / omitted requirements.

In order to ensure fair treatment for all tenderers, the council will deem all tenders to have been made on the basis that tenderers have conducted detailed due diligence and obtained all the information necessary to submit complete and accurate tenders. The council will therefore not permit prices or related aspects of a tender to be revised after submission as a consequence of any discrepancies; errors; failure to obtain full information or clarify. Therefore it is essential that tenderers carry out their own due diligence in respect of the information contained within the tender documents.

For the avoidance of doubt, please note that tenders should be submitted and in particular priced, on the basis of the tender documents (including the contract) as issued by the council. Any tender which is submitted on the basis of amended proposals may be deemed non-compliant and as such, declared invalid. This includes tenders which contain caveats, conditions or any other statement or assumption qualifying the tender response, meaning that, in the reasonable opinion of the council, the tender response is not capable of evaluation in accordance with the published evaluation criteria, or requires changes to any documents issued by the council in any way.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

2.5 Contact and correspondence during the tender process

The council will utilise Procontract to notify and correspond with tenderers throughout the tender process. Tenderers should monitor this opportunity as listed on Procontract (www.supplyingthesouthwest.org.uk) for any messages, responses and updates to the tender opportunity.

Tenderers may request clarification of any aspects of the ITT (clarification questions) via the Procontract messaging system. The council will endeavour to respond to these clarification requests in a timely manner. However, there is an obligation on the council to ensure that the same information is provided in response to all tenderers. As such, any clarification question and subsequent answer ('clarification answer') which will provide material information to tenderers will be circulated to all tenderers. All confidential information or information which would enable tenderer identification will be removed from the circulated question and answer.

No clarification questions will be responded to after the closing date for submission of clarification questions.

2.6 Instructions for tender submission

Please complete the electronic copies of the completion documents provided, ensuring that all supporting documents have been attached. All items/documentation requested should be submitted with your tender by the deadline for submission.)

Please note tenderers MUST use the completion document templates for their response and must not alter or personalise the templates in any way beyond the tenderer's information content required for their submission response. Templates should be submitted in the same file format as they are issued (**i.e Do not** convert them to .pdf or other file formats). Any documents submitted as part of your response to this tender that have been altered in any way and are in a file format that varies from that in which they were issued, may result in your submission being deemed non-compliant and your tender rejected.

Your completed tender MUST be submitted via the opportunity entry on Procontract (www.supplyingthesouthwest.org.uk).

Tenders received after the closing date for tenders will be rejected by the Procontract system and will not be eligible for submission via any other method.

Therefore, tenderers are strongly advised to allow sufficient time for the upload of their response via Procontract. Tenderers should be aware that responses (even if contained in zipped files) may take a number of hours to upload and that the council views the allowance of sufficient time to complete document upload (including allowing for any problems that may be encountered with upload speed / connectivity etc.) as within the control of tenderers.

Supporting documents (attachments)

You are not permitted to embed or attach documents to these responses unless specifically requested in the question. You may however insert diagrams, photographs or tables into your response. Such insertions will be included as part of the page/side count.

If attachment documents are required as part of a question it will be stated, including the type or title of the document(s) required. You should include this document (or nearest equivalent document(s) as appropriate) to enhance your answer. Attached documents do not form part of the word count.

Queries

Any questions in relation to the Procontract system and general enquiries regarding the process of the submission of responses via Procontract should be directed to the Supplying the Southwest support desk as listed on their site. www.supplyingthesouthwest.org.uk

The procurement representative for this tender process is:

.....
 Lead officer Karilyn Secker
 Position Commercial officer
 Herefordshire Council (on behalf of the council)

Please note that the procurement representative will not enter into any material discussions regarding the subject matter of the ITT. **No approach of any kind in connection with this ITT should be made to any other person within, or associated with the council. Direct or indirect canvassing of or attempt to procure information concerning the process from the council members or employees or agents by any tenderer, will be treated seriously by the council and may result in the disqualification of the tenderer from the process.**

The council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the council may make any of the ccontracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

3. Service specification

1.	Introduction
1.1	Herefordshire is situated in the south-west of the West Midlands region bordering Wales. The city of Hereford lies in the middle of the county and other principal locations are the five market towns of Leominster, Ross-on-Wye, Ledbury, Bromyard and Kington.
1.2	Herefordshire is predominantly a rural county of 192,000 people, covering 2,180 square kilometres (842 square miles). The county has the fourth lowest population density in England (89 people per square kilometre) although the

population is growing slowly, largely as a result of net immigration (i.e. more people moving into the county than moving out).

- 1.3 Almost 19% of the population are under the age of 18, which is equivalent to 36,000 children and young people. Of these 4,500 will be children with special educational needs and disabilities (SEND).
- 1.4 The Council is seeking to contract with one or more providers in order to secure a minimum level of group activity service. The service will be for twenty-four children, who have been assessed by the council’s Children with Disabilities (CWD) team as requiring daytime group based activity short breaks. These twenty-four children will require a total of almost 4,700 hours support in a twelve month period. As some of the supported hours are already commissioned, the contract will initially be for 3,000 hours per year, with the potential to increase throughout the life of the contract.
- 1.5 It is expected that the number of children requiring this service will increase each year and by March 2028, forty-one children will require almost 7,700 support hours to be delivered in a group session.
- 1.6 The service will be required to work in partnership with the council’s CWD team, to achieve the outcomes children and their families have told us they want from a short break:

Outcomes for disabled children	Outcomes for parents and carers
i. Have fun	i. Feel less pressured
ii. Spend time with friends and make new ones	ii. Be able to get on with normal routines
iii. Take part in interesting activities and new experiences	iii. Have some “me” time
iv. Develop positive life and social skills	iv. Spend time with other children or together as a family
v. Be more independent or confident	v. Be confident that their child is safe and having fun with skilled carers who understand their needs
vi. Prepare for life as an adult	
vii. Be safe	

- 1.7 The Service must be child-centred and support the individual child to prepare for adulthood.

1.8 As disabled children have the same aspirations, needs and rights as all young people, the Service Provider(s) and CWD Team must ensure that individual children’s outcomes are realistic and measurable but should take into account the child and their family may have aspirations that might not be possible to achieve through the support provided.

2. Scope

- 2.1. The Service requires a total of 3,000 support hours in a twelve month period from date service commences, which could be delivered by one or more providers. There is potential that the number of support hours required will increase during the life of the contract (see Level of demand – section 5 of the service specification).
- 2.2. The Service must be delivered from locations convenient and accessible for children and their families and may include sessions delivered as day trips.
- 2.3. As most families tell us their preference is to receive short breaks respite at weekends and during the summer holidays, the table below indicates when hours are required to be provided.

When required	Annual support hours required (based on 3000 hours)
Weekends	1350
School holidays	1346
After-school	304

- 2.4. A daytime session must have a minimum capacity of four children and operate for a minimum of four and a half hours. We would expect after-school sessions to operate for a minimum of two hours. To clarify, this is the duration children are in attendance and does not include time required for setting-up or clearing away.
- 2.5. There must be some flexibility to when families can access sessions, as some families may prefer to take their breaks in blocks during the year.
- 2.6. It is expected that the number of children requiring support will increase each year and by March 2028, forty-one children will require almost 7,700 support hours to be delivered in a group session. See section 5.1 of the service specification for further detail
- 2.7. To ensure children are able to access support within, or as close to, their local community, of the support hours required to meet need, almost two thirds

should be delivered close to or within Hereford, one third in Leominster and approx. 5% in Ross-on-Wye. Of the children currently known to require this service, none live in the Ledbury or Bromyard areas; however this is likely to change as the CWD team continue to undertake assessments for short break so the Council's needs assessment and provider's delivery plan will be reviewed and updated annually.

2.8. The number of sessions to be provided will depend on bidder's session model, number of children attending each session and duration of each session. The table below is an example of number of daytime sessions required based on 6 children attending a four and half hour session.

Where sessions should ideally be delivered	3,000 hours	Number of sessions
Hereford	1874	69
Leominster	900	37
Ross-on-Wye	135	5

2.9. The service does not include;

2.9.1. providing individual bespoke packages in

2.9.1.1. the child's home or,

2.9.1.2. the community (also known as buddying)

2.9.2. over-night respite

2.9.3. supporting children or young people that are not assessed as children in need by social care

2.9.4. providing alternative education sessions during school hours.

3. Background

3.1. A priority in [Herefordshire's County Plan's \(2020-2024\)](#) is to ensure all children and young people in the county to have a great start in life and be healthy, safe and inspired to be the best they can be. Achieving this priority is embedded throughout the [Children & Young People's Plan for Herefordshire \(2019-2024\)](#).

3.2. Herefordshire Council has a statutory duty to ensure there is a sufficient range of short break services available to meet the needs of disabled children and their parents/carers in the county. A social care needs assessment, undertaken by the CWD team, will identify the type of short breaks support required to meet the individual child's needs. Only children who have been

assessed as requiring specialist daytime short breaks support delivered in a group setting, will be eligible for the Service(s).

- 3.3. Short breaks support for disabled children is part of Herefordshire's [local offer for children and young people with SEND, and their families](#). It provides parents and carers with a break from their caring responsibilities, whilst confident that their disabled child is safe and having fun with skilled carers who understand their needs. Having a short break helps to support a disabled child or young person's social and emotional development as well as providing opportunities for them to have fun, be introduced to new experiences and learn new skills that will support them to become more independent or confident, and prepare for life as an adult.
- 3.4. Herefordshire's local short breaks offer is designed in accordance with [Herefordshire Local Area Co-production Charter](#). The charter has been produced with Parent Carer Voice (Herefordshire), NHS Herefordshire and Worcestershire, Wye Valley NHS Trust and the council. The aim of the charter is to work together to ensure all children and young people, inclusive of those with SEND, have the best start in life. We want all children and young people to be happy, prepared for adulthood and able to achieve their goals, and for families to feel supported, confident, resilient and connected to their communities.
- 3.5. Service must provide sessions that are convenient and accessible for children and their families.
- 3.6. Most families tell us their preference is to receive short breaks respite at weekends and during the summer holidays. Half of the support hours are to be delivered during school holidays, and of the remaining hours, 45% at weekends and 5% after school. Whereas some families may prefer to take their breaks at different times, such as mid-week or in blocks during the year. Appendix 2 is an indicative plan of when sessions will be delivered.

4. Service Objectives

- 4.1. The objectives are to:
 - 4.1.1. support the council and its partners to achieve their ambition for and young people as described within the County Plan 2020-2024
 - 4.1.2. deliver a service that provides parents with a respite from their caring responsibilities to support them to
 - 4.1.2.1. have a break,
 - 4.1.2.2. undertake training, education and employment,
 - 4.1.2.3. meet the needs of other children in the home more easily and/or

- 4.1.2.4. carry out day-to-day task, which they must perform in order to run their household.
- 4.1.3. Safely deliver a high quality child-centred and outcomes focused daytime short break group activity-based sessions for disabled children and young people who have been assessed by the CWD team as children in need requiring a short break service.
- 4.1.4. deliver group activity-based sessions that are convenient and accessible for children and their families.
- 4.1.5. deliver a service which will provide the contracted number of support hours each year required to meet the disabled child and their families assessed needs.

5. Description of service to be provided – The requirements

Level of demand.

5.1. In 2023/24, twenty-four children will require just over 4,700 hours of short breaks assessed daytime support that can be provided in small group sessions. It is expected that both the number of children and support hours required will increase each year and by March 2028, forty-one children will require in the region of 7,650 hours of support.

Full year	2023/24	2024/25	2025/26	2026/27	2027/28
Children requiring service	24	27	31	37	41
Total hours	4719	5144	6037	6815	7651

5.2. The number of support hours each child requires will vary according to the individual child’s assessed needs. We expect the average to be 240 support hours per year but some children may require up to 700 hours and others less than one hundred.

5.3. To ensure parents have a break from their caring responsibilities:

5.3.1.1. daytime sessions must operate for a minimum of four and a half hours

5.3.1.2. after-school sessions to operate for a minimum of two hours

5.3.1.3. session duration does not include time required for setting-up or clearing away.

5.4. The service will work closely with both the CWD team and the child’s family, to ensure clear and detailed information is provided on individual child’s needs and to identify any training needs required. Robust risk management is required.

5.5. The service will provide individually-tailored support within a group setting that is outcome focused and build on each child’s strengths, to ensure their

individual needs are met and any reasonable adaptations are made to ensure they have the same opportunities to socialise with their peers, and to take part in interesting activities and new experiences.

- 5.6. The service must ensure children, young people and their families are fully involved in service delivery and development, in a collaborative and co-productive approach.
- 5.7. The Council may award a single or multiple contracts in order to secure the required level of provision. The contract/s will commence at 3,000 support hours per year with an option to call-off additional hours, where available and required. The cost of any additional call-off hours will be at the tendered rate.
- 5.8. For children requiring a new service, call-offs will be via a mini-competition with providers who have been awarded a block contract, to establish capacity and matching. Where additional hours are required for a child already accessing a service, these will firstly be offered to the service provider.

Children accessing the service

- 5.9. Of the children requiring the service each year, we expect that almost 50% will require 1:3 (staff to child) support, 50% will require 1:1 support and less than three children will require 2:1 support.
- 5.10. Almost two thirds of children to have diagnosed learning difficulties with or without autism. Pen pictures provide more information on the needs of children who will require this service (appendix 1)
- 5.11. It is anticipated that the children and young people will be either male or female with an age range mainly from 10 to 17 years old, at time of admission to the service. The Council will reserve the right to place younger children, and for those young people accessing the service prior to turning 18 years old, to continue to receive support up to their 19th birthday thus supporting a smooth transition to adult services, where required.
- 5.12. Each child must be assigned a key worker, who is able to write and review robust risk assessments related to the individual child.

Activities

- 5.13. Children must be involved in planning the timetable and activities.
- 5.14. A range of regular activities and new experiences must be provided that are accessible and suitable for the individual child's age and level of development. This should include breakout opportunities to allow an individual child to self-regulate.
- 5.15. Activities must be fun and support towards achieving the individual child's outcomes.

5.16. To support preparation for adulthood, the individual child's aspirations and abilities must be evident within the activity planning, and include how the activity supports to develop skills the child will need to achieve their future ambitions.

5.17. Cost of all activities is included in the contract value. To clarify, there is no cost to parents for any activity resources required during the session.

5.18. Sessions must not be delivered in a manner than replicates a school day.

Refreshments

5.19. Service Provider(s) must ensure children have easy access to fresh drinking water throughout the session. Children must be able to access drinking water independently, wherever possible.

5.20. Responsibility for providing snack and lunch lies with the child's parents. If a child arrives with no provision, staff must contact parent at the earliest opportunity, to enable parent to make suitable arrangements.

5.21. If Service Provider(s) is able to offer snacks and lunches, parents may be given the opportunity to purchase them. This must be optional and if a parent wishes to take up this option, responsibility for paying for refreshments provided, except fresh water, lies with the parent.

5.22. The Service Provider(s) must take all reasonable and practical precautions to protect children and staff who may have a food allergy or intolerance.

Administration of medication

5.23. Each child must have a health care plan, clearly identifying if the administration of medication requires specific training, which provider must ensure is adhered too. The health plan must be agreed with the child's Social Worker.

5.24. Staff are only required to administer prescribed medication. Parents should administer prescribed and non- prescribed medication before their child attends the session, wherever possible.

5.25. Provider must ensure the administration of prescribed medication is in line with relevant regulations and guidance as published for schools. This includes the recording, handling, safekeeping, safe administration and disposal of any medicines received.

5.26. The service shall promote and support young people to undertake a self-medication programme where appropriate.

Location

5.27. Services are to be delivered in a suitable place close to where the children live and ideally across the county (see section 2.8 of the service specification for

more detail). Of the children currently known to require this service, none live in the Ledbury or Bromyard areas; however this is likely to change the CWD team continue to undertake assessments for short break.

- 5.28. If sessions are delivered from a regular location or venue, the Service Provider must ensure this is a safe environment that meet current Disability Discrimination standards and support opportunities for socialisation for disabled children with their peers.
- 5.29. Where sessions are delivered as day-trips, Service Provider must undertake a suitable risk assessment as part of the planning process, to ensure the venues and activities are safe and meets the needs of the individual children attending the session.

Session Booking and cancellation

- 5.30. Service Provider(s) must operate an easy and accessible booking system for families to book sessions for their child/ren, recognising that some families may not have access to the internet.
- 5.31. If the Parent provides 48hrs or more notice that their child is unable to attend a planned session, then they can re-book these hours at another time.
- 5.32. Being given at least 48 hrs notice by a parent to cancel a place at a session, should provide sufficient time for the Service Provider to be able to offer the now available space to another child.
- 5.33. If the Parent does not provide at least 48hrs notice then the hours not attended will be counted as being provided and be deducted from their child's annual support hours.
- 5.34. If a child is taken ill during a session, parent must be contacted so they can make arrangements to collect the child as soon as possible. The session will be counted as being provided.
- 5.35. It is anticipated that no sessions will be cancelled by Service Provider, unless in exceptional circumstances, which could include;
 - 5.35.1. adverse weather conditions or
 - 5.35.2. local or national restrictions are in place stating people must not travel unless absolutely necessary
- 5.36. If the above situation does occur, Service Provider must notify the CWD team and commissioner within two working hours of the decision to cancel a session being made and prior to notifying families. Notification to CWD team must be via telephone call to their duty officer.
- 5.37. Responsibility for notifying all parents due to attend a cancelled session lies with the Service Provider(s) and parents must be given as much notice as

possible. The Council will not be liable for any costs incurred in cancelling sessions and the undelivered session will not count as part of the contracted hours.

5.38. Service Provider(s) must arrange to deliver any cancelled hours as soon as reasonably practical to do so.

Service workforce

5.39. Service Provider must;

- 5.39.1. Have recruitment procedures are in place in line with any relevant national minimum standards, safer recruitment guidance, and Equality Act 2010, Disability Discrimination Act 1995 and Race Relations Act 2000 Legislation.
- 5.39.2. Adopt and implement safer recruitment practices that adhere to West Midlands Child Protection Procedures.
- 5.39.3. Ensure that all persons including their staff (paid and unpaid) whose duties involve access to, or information about, children are subject to enhanced DBS checks and recruitment & employment checks by the provider prior to starting their duties.
- 5.39.4. Have policies and procedures on behaviour management and must ensure staff are aware of what to do around physical intervention, should a situation arise.
- 5.39.5. Service Provider(s) must meet their responsibilities under the Safeguarding Vulnerable Groups Act 2006, which includes a duty to make a referral to the Disclosure and Barring Service where a member of staff is dismissed (or would have been, had the person not left their employment first) because they have harmed a child or put a child at risk of harm
- 5.39.6. Have appropriate ability, qualification, skill, knowledge, training and experience available to provide and supervise the provision of the services and cater for staff holidays, sickness and absence.
- 5.39.7. Service Provider(s) must have appropriate arrangements in place for the supervision of all paid and unpaid staff who have contact with children and their family.
- 5.39.8. All of the workforce who could have contact with children have autism awareness training as part of their staff induction.

5.40. Each session, whether delivered from a venue or as a day-trip **must** have;

- 5.40.1. A minimum of three staff with the required qualifications and training including:

- 5.40.2. Session Lead with at least a Level 3 qualification in Health & Social Care, Early Years, Youth Work or equivalent
- 5.40.3. At least two staff on duty who have a current paediatric first aid (PFA) certificate and must accompany children on outings.
- 5.40.4. A named designated safeguarding officer, who has a minimum level 3 qualification to take lead responsibility for safeguarding children.
- 5.40.5. At least 80% staff with Level 2 Children's Safeguarding or above, and the remaining staff must complete introductory level Children's Safeguarding the training within three months of their employment start date.
- 5.40.6. A named person with lead responsibility for the administration of medication and named person for verification of the medication. These persons must hold a current paediatric first aid certificate.
- 5.40.7. At least one staff with epilepsy training must be present if a child with epilepsy is in attendance.
- 5.40.8. Desirable training includes but not limited too
 - 5.40.8.1. British Sign Language or equivalent.

Transport

- 5.41. For any transport provided for children during sessions, the Service Provider(s) must ensure that;
 - 5.41.1. The driver and vehicle(s) comply with relevant legislation and regulations.
 - 5.41.2. Seat belts or personal restraints must conform to the relevant British Standard/EU Standard and are used in all instances.
 - 5.41.3. The cost of transport provided during sessions will be included in the contract price.
- 5.42. The Service Provider(s) will effect and maintain policies that are appropriate and specific to the nature and range of the Service.
- 5.43. The Service Provider(s) must ensure that any specialist equipment required to support a child or young person, is appropriate and safe to use.
- 5.44. Responsibility for transporting children to and from sessions lies with their parent/carers and is not included as part of this contract. There may be exceptional circumstances where the CWD Team assess additional support is required to access short break sessions.
- 5.45. If Service Provider(s) are able to provide transport to and from sessions, this would be agreed on a case by case basis, and maybe fully self-funded by parent or partly funded by parent and the Council. The cost of transport to

and from sessions will be as per tendered price – see Completion document 3 – pricing document

Additional information

The pricing for this tender will be separated into 3 LOTS, Lot 1 Weekends, Lot 2 School Holiday clubs, and Lot 3 After school clubs. Suppliers are invited to supply costing, and information for 1 or all of the lots in line with the service offering they can provide.

Each lot will be evaluated individually as per the specification above, this includes all elements. Of price, quality and social value.

6. Admission Procedure

- 6.1. The needs assessment procedures carried out by the council's CWD team will identify the type of short breaks support required to meet the individual child's needs. Only children who have been assessed as requiring specialist daytime short breaks support delivered in a group setting, will be eligible for the Service(s).
- 6.2. The Council shall send the child's referral documentation and any other relevant information to facilitate suitable matching, by email, to the Service's Manager. It is the Provider's responsibility to ensure that the Council the relevant contact details and that these are kept up to date.
- 6.3. The Provider will accept the Council's referral documentation (as amended from time to time), however if the Provider requires additional information, this can be requested by contacting the Council's Short Breaks Team direct via email.
- 6.4. The commissioner will confirm in a written individual support package agreement (ISPA) (appendix 3) the annual amount of hours to be purchased for a child, which will not be exceeded by the provider.
- 6.5. Provider may arrange an introductory meeting with the individual child and their parent/carer, at an agreed location that could be the family home or child's school.
- 6.6. Service Provider(s) to ask what parents first choice is for when they would like their child to attend their first and subsequent sessions.
- 6.7. The Service Provider(s) must ensure parents have the opportunity to stay with their child on their first two sessions, as part of the settling in process.
- 6.8. The admissions process may be adapted and improved over time following feedback from the Provider and key stakeholders. Any changes will be discussed and agreed during contract review meetings prior to implementation.
- 6.9. There is an expectation all referrals will be accepted. However, the Service

	<p>Provider(s) must inform the Council's Short Breaks Team direct via email, if they (Provider) has any concerns that may result in the service being unable to safeguard and/or meet the individual child's needs. The Service's Manager, CWD representative and commissioners will work in partnership to identify how the Service will be able to meet the individual child's needs and ensure the child is safeguarded.</p> <p>6.10. The Service Provider(s) will ensure that it uses its reasonable endeavours so that admissions are swiftly processed whereby when one Child leaves a service it can be taken up by another Child at the next session if appropriate.</p> <p>6.11. Service Provider(s) may wish to offer longer and/or additional sessions, which families may choose to self-fund. The provider will ensure that the parent/carers understands additional sessions provided beyond the child's annual assessed entitlement are provided outside of this Service. The additional hours and/or sessions will be funded by the family and/or provider's other income. The provider must ensure parent/carers are aware and agree in writing, the cost and any payment terms before the self-funded sessions commences.</p>
7.	Constraints
	<p>7.1. Depending upon the type of daytime services offered, providers may be required to be registered with Ofsted in England (CSSIW in Wales) and/or with the Care Quality Commission (CQC).</p> <p>7.2. Prior to contract being awarded Service Providers will be expected to produce written evidence from the regulatory agencies if it is believed that they are exempt from registration.</p> <p>7.3. The placement of children into the service will not commence until a setting has received its registration certificate/s, or written evidence that registration is not required. This will be reviewed and due diligence carried out by Herefordshire council project team</p> <p>7.4. The service must deliver sessions that are convenient and accessible for children and families in Herefordshire.</p> <p>7.5. The service must have the required insurance to enable physical intervention, if required and in-line with the individual's care plan. If you do not have this insurance in place, please specify this within your quality response.</p>
8.	Performance measures and project success
	<p>8.1. Key Performance Indicators (KPI's) will be measured at quarterly contract monitoring meetings, on either a face-to-face or virtual basis on a minimum three monthly basis.</p>

Objective	Key Performance Indicator
a. All child's referral information are responded to in a timely and appropriate manner	<ul style="list-style-type: none"> i. 100% of referrals, are responded to within 2 working days of being received ii. Provider contacts child's family within 4 working days of receiving the individual child's referral information iii. 100% of children referred to the service receive the required support hours/sessions as per referral iv. 100% of children referred to the service wait no longer than 2 months from point of referral to attend their 1st session, unless family request service starts later.
b. Service support children, young people and their families	<ul style="list-style-type: none"> i. 100% children and young people have access to activities of their choice ii. 100% of children and their families report they have been offered opportunity to be involved in shaping and improving their services in a co-productive approach. iii. Families and CWD Team report that children and young people have developed skills required to support them to prepare for life as an adult and to live an independent life as possible.
c. Outcomes focused	<p>Individual child's outcomes</p> <ul style="list-style-type: none"> i. All individual child's aspirations are known to the service ii. 100% children report they feel safe and have fun. iii. 100% children report they have made new friends and been supported to maintain these friendships. iv. 100% of children report they have been introduced to new experiences and learn new skills that will support them to become more independent or confident. v. CWD team report that all children have been supported to develop skills needed to achieve their future ambitions. <p>For parents,(based on the activity sessions)</p> <ul style="list-style-type: none"> i. 100% parents/carers report they have respite from their caring responsibilities confident in the knowledge their child is safe and having fun. ii. 100% parent/carers report that they have seen that their child has improved social and emotional skills. iii. 100% parent/carers report that they have had more "me" time and be able to spend more time with other family members. iv. All parents who wish to attend training or undertake employment report that the service has supported them to achieve this.

d. Develop positive relationships built on trust, consistent and reliable support	<ul style="list-style-type: none"> i. Number of children attend sessions in accordance with families first choice e.g. during school holidays or weekends ii. Number of sessions provided to each child quarterly iii. 100% children have a named key worker. iv. 100% of children have consistent staff member for all sessions they attend v. Number of sessions each child attended and non-attendance, with reasons vi. Number of children and their family's report their assessed needs and individual outcomes are met vii. Number of families withdrawing from the service viii. No sessions are cancelled by provider.
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8.2. Regular returns of information, as specified by a final contract, will be provided by the Service Provider to the Purchaser in line with the following indicative time table

Quarter	2 nd week of:	Information required
Q1	July	<ul style="list-style-type: none"> • Financial expenditure information • Performance monitoring information • Safeguarding issue log and resolve/Health and safety issue log and resolve
Q2	October	<ul style="list-style-type: none"> • Financial expenditure information • Performance monitoring information • Safeguarding issue log and resolve/Health and safety issue log and resolve
Q3	January	<ul style="list-style-type: none"> • Financial expenditure information • Performance monitoring information • Safeguarding issue log and resolve/Health and safety issue log and resolve
Q4	April	<ul style="list-style-type: none"> • Financial expenditure information • Performance monitoring information • Provider Annual Report • Safeguarding issue log and resolve/Health and safety issue log and resolve

8.3. Other Requirements

8.3.1. The following table details the processes required to achieve the stated outcomes:

Requirement	Evidence	Frequency of info
Provide comprehensive and timely reviews for children /	<ul style="list-style-type: none"> ▪ Audits ▪ Independent review 	6 monthly (except the

young people referred to the service	<ul style="list-style-type: none"> ▪ Regulatory Inspection report, where applicable ▪ Social Worker / Service User Feedback Audits 	Annual Report which will be 12 Monthly)
Maintain accurate information for audit purposes	<ul style="list-style-type: none"> ▪ 100% of required actions are correctly completed within the specific time-scale 	Quarterly
Demonstrate sound financial management processes	<ul style="list-style-type: none"> ▪ Works within budget ▪ Provides regular financial reports identifying areas of potential underspend ▪ Demonstrate ability to deliver a financially sustainable business ▪ Identify and introduce new innovative ways of working based on new learning and research 	Quarterly
Progress against the Key Performance Indicators (KPIs)	<ul style="list-style-type: none"> ▪ Performance monitoring 	Quarterly

9. Social value

For Herefordshire Council, social value is defined as the important additional benefits that go beyond the direct function of any services, works or goods that are purchased by us. These can be:

- a. Social benefits that deliver positive outcomes for individuals and/or communities.
- b. Economic benefits that strengthen a workforce, industry, sector and/or the economy.
- c. Environmental benefits that result in environmentally sustainable business practices and/or an improvement of the environment.

10. Contract management requirements

10.1. The Commissioner will seek continually to improve the quality of the Service and reserves the right to review and amend the Specification and information requirements on a quarterly bases, based on the needs of the service, and the client.

10.2. A monitoring meeting concerning the general discharge of the Service will be held regularly and at least on a six monthly basis, depending on frequency of service delivery.

10.3. Monitoring will be carried out in the following ways:

	<ul style="list-style-type: none"> a. Regular performance reporting b. Evaluation of provider compliance with the contract, service specification and supplementary schedules/appendices c. Continuous review by the Service Provider that the individual outcomes of service users as agreed in the service delivery plan are being met and reported to the operational steering group
11.	Mobilisation/ transition requirements
	Venues and staff must be in place to deliver sessions on date contract starts.
12.	Business continuity and emergency planning
	Provider must submit a business continuity plan within one month of contract commencing.
13.	Contract exit and transition plans
	<p>13.1. Service Provider(s) to supply a detailed exit plan to cover exit and transition as specified in Information document 2: Contract Terms and Conditions</p> <p>13.2. Within six months of the end of year two of the contract, and again in the final year of any extension period, the Council will complete a contract review/evaluation of the service provided to assess if the contract has achieved its objectives. It will also conduct a needs assessment to determine if the future service provision should remain, be changed or is ultimately required.</p> <p>13.3. Assuming that the review or any subsequent re-procurement results in the transfer of the service, the provider will work with the Council to ensure a smooth transition to the new arrangement.</p> <p>13.4. All relevant technical data, documentation, material, information and records used or generated during the contract will be returned to the Council within 10 working days from the contract end date.</p>
14.	Budget
	<p>14.1. The maximum budget for this contract will be £455,000 to provide 3,000 support hours each year for the 4-year period (2-year contract plus one plus one), which includes a 3% inflationary increase allowance each year. The council will not consider submissions above this budget.</p> <p>14.2. Any additional call-off hours, over the contracted hours will be at the tendered rate.</p>

- 14.3. The budget for the contract will not include costs for transporting children to and from sessions.
- 14.4. The budget is to be split over 3 different service offerings in line with the requirements of the service users and their needs. It is anticipated that the budget will be broken down into the following LOTS:
- 14.4.1. LOT 1 – Weekends
 - 14.4.2. LOT 2 – School Holidays
 - 14.4.3. LOT 3 After School clubs
- 14.5. The Service Provider(s) will need to fully outline their experience of successfully operating within the resources available and achieving efficiency savings without impacting on the quality of service. This will need to include whether savings have resulted in a reduction in contract price or delivering more of the service with the same staff at the same price. Providers will demonstrate how they will do this through the tender submission.
- 14.6. For evaluation purposes only, pricing will be based on ten children attending a two hour after-school session and a four and a half hour weekend, school holiday session.
- 14.7. Costs for transporting children to and from sessions will not be included in the contract value and must not exceed 45p per mile. Service Provider must have written approval from Commissioner before providing transport. Any invoices received without written approval will be disputed and may not be paid.

4 Standard Selection Questionnaire

4.1 Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2

The standard selection questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of part 1 and part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a

¹ For the list of exclusion grounds please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

completed part 1 and part 2. For example these could be parent companies, affiliates, associates, or essential sub-tenderers, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-tenderers that you rely on to meet the selection criteria must also complete a self-declaration (although sub-tenderers that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the selection questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years. **Selection questions:**

Part 3

Part 3 comprises the following:

1 Financial information

2 Additional information

1) Financial information

Questions within this section which relate to financial information about your organisation are mandatory for completion: failure to provide information may invalidate your ITT. Responses to these questions will be evaluated to ensure that your organisation is in a sound financial state to participate in this procurement and to ensure the effective delivery of the service, as defined in the PCR 2015. Responses will be assessed on a pass / fail basis, in that any unacceptable circumstances may disqualify the tenderer from further consideration. Suppliers must pass the financial assessment and the satisfaction of minimum turnover requirements in respect of the service.

Please note that tenderers are required to complete the Financial Standing Workbook – completion document 2. This document is an Excel spreadsheet and consists of three sheets as indicated by tabs on the bottom of the page.

The 'general guidance' sheet provides guidance as to the use and completion of this document.

The 'qualification questions' and 'financial assessment' sheet **MUST** be completed by all tenderers and where requested, you will need to submit additional documentation in the form of attachments with your tender submission.

Consortia should provide information for the lead member and all other consortium members. Please refer to the 'general guidance' sheet for more information relating to consortia bids.

Only suppliers who can demonstrate via the Financial Standing Workbook that their annual turnover (as identified in their last full year's audited accounts) satisfies the requirements set out in the Financial Standing Workbook will be considered for this contract.

The council also reserves the right to undertake financial evaluations, re-evaluations, credit checks or assessments as necessary to determine an organisation's financial condition (so apply a pass or fail to this section) at any time throughout the course of the tender process.

2) Additional Information

All questions within this section relate to compliance requirements for this service and are mandatory for completion. Failure to satisfy compliance requirements will disqualify your tender. Responses to Part 3 – additional information will be assessed on a pass / fail basis, except where a question is clearly stated as 'for information only'.

Notes for completion:

The 'authority' means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable tenderers to participate in this procurement process.

'You' / 'your' refers to the potential supplier completing this standard selection questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the 'regulations') and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions in parts 1-3, please submit a clearly identified annex.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Guidance for consortium/ subcontracting

If you are bidding on behalf of a group, for example, a consortium, or intend to use subcontractors, there are different actions required for completion of part 3 of the standard selection questionnaire compared to part 1 and part 2.

The consortium lead should complete all of the questions on behalf of the consortium and/or any subcontractor. The consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the contract.

All members of the group are required to provide the information required in part 3 of the standard selection questionnaire or procurement documents, as part of a single composite response (unless the question specifically directs otherwise). You may require members of the

group to assume a specific legal form if awarded the contract, if considered necessary for the satisfactory performance of the contract. Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. They should also provide the name for the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract.

Any changes to the consortium arrangements or updates to any other bidding model must be provided to the contracting authority during the procurement process. This is to allow the council to request a self-declaration of the exclusion grounds (part 1 and part 2 of the standard selection questionnaire) for any new organisation, and carry out a further assessment using the standard selection questions and any specific selection criteria. The contracting authority reserves the right to deselect a potential supplier or a group prior to any award of contract, based on an assessment of the updated information.

4.3 Supplier questionnaire: Parts 1, 2 and 3

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the part 1 and part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector (please specify whether charity/social enterprise/community organisation etc.) g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	

1.1(h)	Registered VAT number					
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No					
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).					
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No					
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.					
1.1(k)	Trading name(s) that will be used if successful in this procurement					
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) <ul style="list-style-type: none"> a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual 					
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No					
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. 					

² See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

	(Please enter N/A if not applicable)	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model					
Question number	Question	Response					
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No			<p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, section 2 and 3.</p> <p>If no, and you are a supporting tenderer please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, section 2 and 3.</p>
Yes	No						
1.2(a) - (ii)	Name of group of economic operators (if applicable)						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal						

	entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-tenderers?	Yes	No		
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-tenderer in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-tenderer will take in providing the works and /or supplies e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-tenderer				

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response

1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

4.3 Part 2: Exclusion grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the part 1 and part 2 self-declaration.

Section 2	Grounds for mandatory exclusion					
Question number	Question	Response				
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>					
	Participation in a criminal organisation	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
	Corruption	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
	Fraud	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
	Terrorist offences or offences linked to terrorist activities	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					

		<table border="1"> <tr> <td></td> <td></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>				
	Money laundering or terrorist financing	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>	Yes	No		
Yes	No					
	Child labour and other forms of trafficking in human beings	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table> <p>If yes please provide details at 2.1(b)</p>	Yes	No		
Yes	No					
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.</p> <p>Identity of who has been convicted.</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, and precise reference of the documents.</p>					
2.2	If you have answered Yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-cleaning)	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No					
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No					
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum					

	including where applicable any accrued interest and/or fines.	
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Please note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion					
	Question	Response					
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>						
3.1(a)	Breach of environmental obligations?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	If yes please provide details at 3.2
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						
3.1 (b)	Breach of social obligations?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	If yes please provide details at 3.2
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						
3.1 (c)	Breach of labour law obligations?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	If yes please provide details at 3.2
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's 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?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	If yes please provide details at 3.2
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						
3.1(e)	Guilty of grave professional misconduct?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	
Yes	No						
<input type="checkbox"/>	<input type="checkbox"/>						

		If yes please provide details at 3.2				
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(h)	Been involved in the preparation of the procurement procedure?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(i)	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?	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(j)	Please answer the following statements:					
3.1(j) - (i)	The organisation is 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.	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(j) - (ii)	The organisation has withheld such information.	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes please provide details at 3.2</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No					
<input type="checkbox"/>	<input type="checkbox"/>					

	to negligently have provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	
--	---	--

3.2	If you have answered yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-cleaning)	
-----	---	--

a. Part 3: Selection questions

Please answer all questions in full. Where suppliers self-certify that they meet the requirements to these questions, they will be required to provide evidence of this if they are successful at contract award stage.

Financial information

4.0 Financial information		
Have you completed the Financial Standing Workbook (completion document 2) . Please ensure that you read and submit the required attachments as set out in the financial standing workbook document.	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
Please state whether any attachments have been enclosed.	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
		If yes, please state attachment/s file names:

Additional information

4.1 Insurance	Employer's liability	Public liability		Professional indemnity
Minimum requirements	£5,000,000	£5,000,000 – Each and Every loss or claim		£2,000,000 to be maintained for a period of six years after the expiry of the

				contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate.																								
<p>4</p> <p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated above.</p>	<table border="1"> <tr> <td>Ye s</td> <td>Will obtai n</td> <td>N o</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Ye s	Will obtai n	N o				<table border="1"> <tr> <td>Ye s</td> <td>Will obtai n</td> <td>N o</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Ye s	Will obtai n	N o				<table border="1"> <tr> <td>Ye s</td> <td>Will obtai n</td> <td>N o</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Ye s	Will obtai n	N o				<table border="1"> <tr> <td>Ye s</td> <td>Will obtai n</td> <td>N o</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Ye s	Will obtai n	N o			
Ye s	Will obtai n	N o																										
Ye s	Will obtai n	N o																										
Ye s	Will obtai n	N o																										
Ye s	Will obtai n	N o																										
<p>Evaluation guidance: You must answer 'yes' or 'will obtain' to each insurance requirement to pass this question.</p>																												

4.2 Equality and diversity					
<p>Please confirm that your organisation has an Equal Opportunities Policy and that it is set out:</p> <ul style="list-style-type: none"> - In instructions to those concerned with recruitment, training and promotion. - In documents available to employees, recognised trade unions or other representative groups of employees. - In recruitment advertisements and other literature. 	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No				
<p>If you have answered 'no' to any of the above questions, please advise why. If you have answered 'no' and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					

4.3 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015					
<p>4.3.1 Are you a relevant commercial organisation as defined by section 54 ("transparency in supply chains etc.") of the Modern Slavery Act 2015 ('the Act')?</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				
<p>4.3.2 If you have answered yes to question 4.3.1, are you compliant with the annual reporting requirements contained within section 54 of the Act 2015?</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If yes, please provide the relevant url to view the statement ...</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				
<p>If you answered yes to 4.3.1 and no to 4.3.2, please advise why. If you have answered yes to 4.3.1 and no to 4.3.2 and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					
<p>4.3.3 Herefordshire Council expects all suppliers and providers who enter into contracts with the council to align their business activities with the council's Modern Slavery Statement whether you are relevant organisation as defined by Section 54 of the Modern slavery Act 2015 or not.</p> <p>The Council's Modern Slavery Statement can be found via this link: Modern slavery statement – Herefordshire Council</p> <p>Please confirm (by checking "Yes") that your business activities align with the council's Modern Slavery Statement.</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>If No please explain why you will not align your business activities to the council's modern slavery statement.</p>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				
<p>If you have answered no to 4.3.3 and cannot provide a satisfactory response, your response to this question will be scored as a Fail.</p>					

4.4 Health and safety					
<p>4.4.1 Does your organisation:</p> <ul style="list-style-type: none"> • Have a health and safety policy? • Provide health and safety training for employees? 	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No				
<input type="checkbox"/>	<input type="checkbox"/>				

<ul style="list-style-type: none"> • Monitor the effectiveness of health and safety measures (such as via health and safety audits)? • Promote good health and safety practice to staff such as via handbooks, meetings and the use of literature? • Have a lone working policy? 	<table border="1"> <tr> <td></td> <td></td> </tr> </table>				
<p>4.4.2 Please confirm that you will submit your health and safety policy to the council if requested to do so:</p> <p>You are not required to submit your policy at this time. However, the council reserves the right to review a copy at any time during the tender evaluation process or any subsequent contract.</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No				
<p>If you answered no to either of the above questions, please advise why.</p> <p>If you have answered no and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					

4.5 Policies for adults' and children's services					
<p>Safeguarding Policy</p> <p>Please confirm you have a safeguarding policy and that the following are in place:</p> <ol style="list-style-type: none"> 1) Localised safeguarding policies and procedures in place, or would be willing to develop them if successful in your application. 2) Safeguarding training is delivered by a trainer who has gone through validation by a recognised Local Authority Safeguarding Board (or would be willing to undergo validation with Herefordshire Safeguarding Boards (HSAB/HSCB) if successful). 3) All safeguarding training will be linked directly to the Competency Framework which is found in the <u>Joint Workforce Development Strategy</u> attached below: <div data-bbox="368 1778 432 1839" style="text-align: center;">  </div> <p data-bbox="300 1845 507 1895" style="text-align: center;">safeguarding-joint-workforce-development</p> <ol style="list-style-type: none"> 4) Mechanisms in place to measure the impact of training to improve the service offered to those who use your service. 	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
Yes	No				

<p>If you answered no, please advise why.</p> <p>If you have answered no and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					
<p>Principles of the Prevent Duty (Counter-Terrorism and Security Act 2015)</p> <p>Your organisation should have an understanding of the principles of the Prevent Duty. Frontline staff in your organisation should be able to identify any children and adults (you provide a service to) who may be vulnerable to radicalisation, and know what to do when they are identified.</p> <p>Please confirm this forms part of your Safeguarding Policy.</p>	<table border="1"> <tr> <td data-bbox="1166 495 1318 568">Yes</td> <td data-bbox="1318 495 1453 568">No</td> </tr> <tr> <td data-bbox="1166 568 1318 647"></td> <td data-bbox="1318 568 1453 647"></td> </tr> </table>	Yes	No		
Yes	No				
<p>If you have answered 'no' to either of the above safeguarding questions, please explain why.</p> <p>If you have answered no and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					
<p>Please upload a copy of your safeguarding policy onto the tender portal.</p> <p>Please label the document 'Safeguarding policy'.</p>	<table border="1"> <tr> <td data-bbox="1166 1014 1337 1128">Uploaded</td> <td data-bbox="1337 1014 1509 1128">Not uploaded</td> </tr> <tr> <td data-bbox="1166 1128 1337 1205"></td> <td data-bbox="1337 1128 1509 1205"></td> </tr> </table>	Uploaded	Not uploaded		
Uploaded	Not uploaded				
<p>Please upload a copy of your mental capacity act policy onto the tender portal.</p> <p>Please label the document 'Mental Capacity Act Policy'.</p>	<table border="1"> <tr> <td data-bbox="1166 1261 1337 1375">Uploaded</td> <td data-bbox="1337 1261 1509 1375">Not uploaded</td> </tr> <tr> <td data-bbox="1166 1375 1337 1462"></td> <td data-bbox="1337 1375 1509 1462"></td> </tr> </table>	Uploaded	Not uploaded		
Uploaded	Not uploaded				
<p>The council currently works to the Herefordshire Safeguarding Adults' and Children's Board (HSAB and HSCB) policies and procedures, which can be viewed via the links below. Please confirm that you will be prepared to work to the terms of these policies and procedures for service provision on this contract.</p> <p>https://herefordshiresafeguardingboards.org.uk/herefordshire-safeguarding-adults-board/for-professionals/policies-and-procedures/</p> <p>http://www.proceduresonline.com/herefordshire_children/</p> <p>http://www.hscb.herefordshire.gov.uk/</p>	<table border="1"> <tr> <td data-bbox="1166 1518 1318 1599">Yes</td> <td data-bbox="1318 1518 1453 1599">No</td> </tr> <tr> <td data-bbox="1166 1599 1318 1680"></td> <td data-bbox="1318 1599 1453 1680"></td> </tr> </table>	Yes	No		
Yes	No				
<p>If you do not have safeguarding policies and/or are not prepared to work to the terms of Herefordshire's safeguarding policies and procedures framework, please provide reasons. Please note if you</p>					

have no appropriate policies and/or refuse to work to the terms of the framework it may invalidate your tender.

Recruitment of staff

1. Disclosure and barring

- The council requires all providers engaged in the provision of services which involve access to children and/or vulnerable adults to have up to date and satisfactory disclosures. **The council requires standard disclosures to be updated every 3 years.**
- The council requires that, where the provider is required to engage people to work with, or provide services for children and/or vulnerable adults, the provider will adopt and implement measures to ensure that enhanced Disclosure and Barring Service checks (DBS) are obtained. The provider will notify the commissioner immediately of any changes to the DBS status of any staff member, volunteer or sub-tenderer.
- Any provider who sub-contracts work to another provider is responsible for ensuring that the workers engaged by the sub-contractor have up to date and satisfactory disclosures.
- The council will monitor operation of the contract to ensure that the provider complies with current vulnerable adult and child protection procedures. This may require the provider to produce to the commissioner on request, an anonymous list of staff that have been DBS checked on an annual basis.
- No provider requiring DBS checks are permitted to commence work on a contract, or take on new tasks, without up to date and satisfactory clearance.

2. Staff application and interview procedures

- In respect of all staff (and volunteers where appropriate), the service provider shall be responsible for obtaining the following:-
 - written application forms (which include reference to the requirements to declare any convictions under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.
 - a minimum of two written references.
 - interviews with at least two interviewers and record of interview compiled.
 - job specifications detailing minimum levels of competence and qualifications.
 - comply with safer recruitment procedures.

Does your organisation have a recruitment policy which at least meets the minimum requirements set out above?

Yes:	No:	If no policy / not prepared to work to the terms set out in this section, please provide reasons. Please note that that a refusal to work to the
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		terms of the framework may invalidate your tender.

4.6 Council policy compliance requirements					
<p>In the delivery of this service, your organisation has been made aware of the following council policies which you are required to comply with:</p> <ul style="list-style-type: none"> the handling of information which can be found following the link below: https://www.herefordshire.gov.uk/downloads/file/100/information_security_policy Whistleblowing policy https://www.herefordshire.gov.uk/directory_record/5531/whistleblowing_policy 	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table> <p>(Ctrl+Click to follow the link or copy and paste the address available when hovering over the link into your web browser).</p>	Yes	No		
Yes	No				
<p>If you answered no, please advise why.</p> <p>If you have answered no and cannot provide a satisfactory response, your response to this question will be scored as a fail.</p>					

4.7 GDPR – Relevant accreditations and registrations										
	Data Protection Act (Information Commissioner’s Office registration)	ISO 30001 accreditation								
<p>B1. Please indicate whether held for the services for which you are tendering? (If ‘no’ please detail below how you will get this if required for this service)</p>	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Yes	No			<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Yes	No		
Yes	No									
Yes	No									
B1a. Certificate / registration number										
B1b. Date of registration:										

Registration/accreditation required for this service	Required	Required
Where handling personal information relating to a contract with the council you may be required to be registered with the Information Commissioner. You may also be required to have ISO30001 accreditation (or be able to provide assurance by other means that data will be secure etc.). If this is required (as stated in the line above) and you do not have the required accreditation you MUST demonstrate how you will achieve accreditation by the time the contract is awarded. Failure to hold the required accreditation or demonstrate how you will achieve it prior to contract award, where required to do so, will invalidate your tender and it will be rejected without further consideration.	Where required for this service and if you responded 'no' to the above– please explain here how you will achieve this registration/accreditation before the contract is awarded.	

4.8 Armed forces covenant: Keeping our pledges (not evaluated-for information only)					
<p>Herefordshire Council has signed the Armed Forces Covenant pledging that operationally we will endeavour to uphold the key principles of the Armed Forces Covenant primarily supporting integration into civilian life and ensuring that veterans, serving members and their families are not disadvantaged by their commitment to serving in the armed forces. We recognise the value serving personnel, reservists and military families bring to the authority and actively encourage our suppliers, and those we contract with, to do the same.</p> <p>Have you signed the Armed Forces Covenant?</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="background-color: #e1eef6;">Yes</td> <td style="background-color: #e1eef6;">No</td> </tr> <tr> <td style="width: 40px; height: 40px;"></td> <td style="width: 40px; height: 40px;"></td> </tr> </table> <p>If not, and you would like to know more about it and the benefits it could bring to your organisation please email: HAFC@herefordshire.gov.uk</p>	Yes	No		
Yes	No				

5 Service Specific Questions

In order to demonstrate how the tenderer will provide the service that fully meets the requirements as detailed in the specification, the council requires the tenderer to provide a response to the quality and price questions within this section.

The tenderer must assume that the evaluation panel will have no prior knowledge of the organisation and must provide all information they wish to be considered as part of the tender evaluation. This may include quantitative evidence to support responses to the questions asked.

Please note any word count/page count limits.

Do not attach documents unless specifically informed that you may.

You must type your answer in the table below.

The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.

All questions will be marked in accordance with the methodology described.

5.1 Part 4: Scored quality questions

Q1. Service delivery - 28%

Explain how you are going to meet the service specification and demonstrate how your activities and resources will deliver positive outcomes for the children and families accessing the service.

Please provide a detailed response below which should include:

- a) Minimum and maximum number of support hours you are offering, to include;
 - i. how many places you are offering a year
- b) Planned dates of delivering sessions (indicative plan to be highlighted within Part 3 response - calendar)
- c) How long each session will be (*this is the time the children will be in session, it does not include any time required for set up or clearing away of equipment, cleaning the facility etc*).
- d) Maximum number of children you can support at each session and how this is determined – to include
- e) Describe the plan if no more than three children attend a session.
- f) Described your booking system and how you will effectively manage cancellations.
- g) How you will ensure that service/sessions you are delivering will be convenient and accessible to meet the demand as set out by the service specification.
 - i. Include list of venue addresses already secured and/or intending to use or.
 - ii. If delivering the majority of your sessions from various venues throughout the county, include the process for risk assessing venues and activities
- h) Outline any transportation you will provide as part of the session; clearly stating whether it be will used to access an activity during the session or if session is being delivered as day-trip.
- i) As per section 6 of the specification – Constraints. Please provide a response highlighting any needs/constraints that will impact on your ability to provide those services; i.e. accessibility issues, and how you plan to accommodate/resolve those to meet individual's needs.

Maximum 4 sides A4 Arial 11 (DO NOT DELETE THIS LINE)

Please detail your answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:

Attachment/s File Name/s:

Q2. Example/test case question; - 15%

So that the Herefordshire Council can better understand the type of services on offer, please provide a response to the below question:

A social worker has asked you to **show and tell a young person (12 years)**, who experiences heightened anxiety levels which can present as challenging behaviour, has a severe nut allergy and moderate learning difficulties, about your service.

The key points to be addressed within the Answer are;

- a. What will happen after the referral has been received up to and including attending sessions.
- b. What will it be like being with other children in the session
- c. What a session looks like – include an example as to how they are planned, a timetable for the session and the process which you will undertake in order to tailor the session to the individual child's needs.
- d. How this child's and other children's care and health needs are met – include refreshments, allergies, and what happens if they were to become ill during a session.
- e. How a session will differ to their school day.
- f. The impact the support will have on preparing them for adulthood, and what is going to happen during sessions to support to meet individual children's outcomes (as per section 1.6

of the service specification) - include how progress against individual outcomes are measured and reported against.

Maximum 3 sides A4 Arial 11 (DO NOT DELETE THIS LINE)

Please detail your answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:

Attachment/s File Name/s:

Q3. Experience and working knowledge. 15%

- a) Please provide two examples of how you have successfully delivered similar services elsewhere.
- b) Please outline how you have addressed any issues and risks in order to deliver services - including:
 - i. when a child has had a medical emergency and how this was managed- to include how you understand the individual child's medical requirement to prevent an emergency occurring.

- ii. when a support package with a particular child has not been successful and how you have adapted, and learnt from this. In your response include how any changes to practice were communicated to staff and embedded in practice.
- c) Describe your contingency plan should one or more staff members be unavailable to attend a session as planned.
- d) Please detail how you have worked in partnership with key people to support the young person to transition onto Adult Services.
- e) Please provide details of the staff that will deliver the contract and what each person within the team's role will be. This can be in the form of an organigram, but must also include a training and qualification matrix. (see service workforce section in the service specification)

5 questions

Attachments **will be** allowed for this question, and will be evaluated

Maximum 3 sides A4 Arial 11 (DO NOT DELETE THIS LINE)

Please detail your answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:

Attachment/s File Name/s:

FOR INFORMATION PURPOSES ONLY:

The Herefordshire council would like to understand whether there are any providers that can offer transportation to and from sessions for individuals who are attending. This is not a mandatory requirement, or one that will affect the compliancy of your bid if you cannot provide transportation, this is purely to understand the availability that **MIGHT** be offered to service users.

Q4. Transport to and from sessions. – NO WEIGHTING INFORMATION ONLY

If you are able to support by transporting children to and from sessions, either from their home or pick-up points in Herefordshire, please explain how this would be provided.

1 question

Maximum 1 side A4 Arial 11 (DO NOT DELETE THIS LINE)

Please detail your answer here:

Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:

Yes:	No:

Attachment/s File Name/s:

5.2 Part 4: Social value quality question

Social value quality question/s: Scored	
<p>Please note any word count/page limits.</p> <p>Do not attach documents unless specifically informed that you may. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.</p> <p>You must type your answer in the table below.</p> <p>The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.</p> <p>All questions will be marked in accordance with the methodology described.</p>	
<p>Q1. Social value qualitative question</p> <p>For Herefordshire Council, social value is defined as the important additional benefits that go beyond the direct function of any services, works or goods that are purchased by us. These can be:</p> <ul style="list-style-type: none"> i. Social benefits that deliver positive outcomes for individuals and/or communities. ii. Economic benefits that strengthen a workforce, industry, sector and/or the economy. iii. Environmental benefits that result in environmentally sustainable business practices and/or an improvement of the environment. <p>Please advise what social value outputs your organisation would bring to Herefordshire Council that are directly related to this contract. Please explain how you would achieve your outputs and how you would demonstrate that you have achieved them.</p> <p>Max. three sides of A4 font Arial 11 (DO NOT DELETE THIS LINE)</p> <p>Before responding to this section, please refer to the Social Value Toolkit- A Bidder's Guide to Tendering document.</p>	<p>12%</p>
<p>Question 1: Please add your response here:</p>	

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5.3 Part 4: Pricing schedule – 30%

Please submit your fee to deliver the service as per the specification and pricing schedule below.

For evaluation purposes only, please provide your pricing based on ten (10) children attending a two hour (2hr) after-school session and a four and a half hour (4.5hr) daytime session.

- No claim from the tenderer will be entertained by the council for any mistakes in the information given.
- The tenderer shall price all items. No other costs will be accepted other than those in the pricing schedule.
- Please note: your total price for delivering the service should include all costs, fees, expenses and profits to deliver the service.
- No additional claims for funding will be entertained by the council.
- The prices will remain fixed for the duration of the contract.
- The prices and/or rates stated in this pricing schedule constitute the only reimbursement and profit to the company for providing the services.
- Our payment terms are thirty days from receipt of invoice. Invoices will be paid monthly in arrears.
- All sums payable by or to the council or the tenderer are exclusive of Value Added Tax ('VAT'). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.
- **Transport (which will not be score):** If transport can be provided to and from the sessions PLEASE COMPLETE lot 4 ON THE PRICING MATRIX SHEET.
- Hereford Council will accept a pre-approved additional invoice with a charge back of no more than £0.45p per mile. – Calculated as a round trip multiple pick up journey or single occupancy – Child/Childrens initials and URN number as provided by the council must be specified on the invoice.

Pricing schedule

Please complete - Completion document 3 - . Pricing document, and insert your figure into the below table

Please insert your total value to deliver the service.

After school session (2.5hrs)	£
Daytime session (4.5hrs) (Weekend and afterschool sessions)	£
Setting up - based on 30mintes,	£
Clearing up - based on 30mintes,	£

6 Other requirements

6.1 Freedom of Information: Legislation and confidentiality

The council is subject to the Freedom of Information Act 2000 ('FOIA')⁴ and the Environmental Information Regulations 2004 ('EIR')⁵ and all subordinate legislation under this legalisation. (When appropriate, the FOIA and the EIR will be collectively referred to as Freedom of Information Legislation ('FOIL')). The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only.

FOIL gives a right of access by any person (including companies) to information held by the council including information relating to or submitted as part of the process and information contained in the contract. However, certain information may be exempt on grounds of confidentiality or commercial sensitivity. Further information can be found on the Information Commissioner's ('ICO') website at <http://www.informationcommissioner.gov.uk>, in particular within the ICO's 'Guidance to the Public Contract Regulations'.

Different rules apply to the disclosure of information (and exemptions from this) under the FOIA and the EIR. Further specific guidance on the application of the exemptions from disclosure can be found in further ICO guidance on Section 43 – Commercial Interests and Section 41 – Information Provided in Confidence and in relation to the EIR, in the guidance on 'Confidentiality of commercial or industrial information (regulation 12(5)(e))'.

(Subject to the requirements of FOIL), the content of process documents; any subsequent responses and the contract shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the council and any consultants acting on their behalf.

However, tenderers should acknowledge that the information they provide during the process and information contained within the contract could be disclosed in response to a request under FOIL. The council will proceed on the basis of disclosure unless an appropriate exemption

⁴ http://www.ico.org.uk/for_organisations/freedom_of_information

⁵ http://www.ico.org.uk/for_organisations/environmental_information

applies: information may still be disclosed, despite the availability of some exemptions, if the public interest in its disclosure outweighs the public interest in maintaining the exemption.

Tenderers are required to complete the declaration (contained within this document) acknowledging the council’s responsibilities under FOIL and to agree to assist and co-operate with the council to enable the council to comply with its obligations to disclose information under FOIL.

The council will use all reasonable endeavours to consult with tenderers over the release of information which is highlighted by a tenderer as commercially sensitive or confidential. Tenderers should therefore complete the Schedule of Information in respect of information considered to be commercially sensitive / confidential as below:

- highlighting information in their responses which they consider to be commercially sensitive or confidential in nature;
- providing an estimate of the period of time during which the tenderer believes that such information will remain commercially sensitive/confidential;
- stating the precise reasons why they consider the information to be commercially sensitive/confidential, including the potential implications of disclosure.

No response should be covered by a general statement regarding its overall confidentiality.

Schedule of information considered to be commercially sensitive/ confidential (to be completed by the tenderer)			
Exempted information	Reason for exemption	Exemption to be applied	Time period for exemption

The council is required to form an independent judgement as to whether the information is exempt from disclosure; accordingly, the council cannot guarantee that any information identified as confidential or commercially sensitive will not be disclosed and therefore the council cannot accept any liability for loss as a result of any information disclosed in response to a request under FOIL.

Declaration of freedom of information legislation and confidentiality

On behalf of the tenderer I confirm that I:

- Acknowledge the council’s responsibilities under the FOIA and EIR and agree to assist and co-operate with the council to enable it to comply with its obligations to disclose information under FOIA and EIR.
- Will provide the council with a copy of all tenderer held information required by the council to comply with a request for information within 5 working days (or such other period specified by the council) and in the form specified by the council.

- Acknowledge that the council shall be solely responsible for determining whether information is exempt from disclosure under FOIA or EIR and for determining, in its absolute discretion, the information to be disclosed in response to a Request for Information.
- Acknowledge that the council may be obliged under FOIA or EIR to disclose information without consulting or obtaining consent from the tenderer.
- Acknowledge that if the council at the tenderer's request seeks to rely upon a FOIA or EIR exemption the tenderer will indemnify the council against any costs, including but not limited to responding to information notices or lodging appeals against the decision of the Information Commissioner.
- Will indemnify the council and hold it harmless from and against all liability, costs, claims actions, losses, damages and expenses whatsoever, arising directly or indirectly as a result of any decision by the Information Commissioner that the information which the tenderer may regard as being exempt shall be disclosed under the FOIA or EIR or other appropriate legislation or codes of practice.
- Will notify any subcontractor of the provisions of this section and that any subcontract shall contain equivalent terms entitling the council to subcontractor-held information as if the information was tenderer-held information and that you will fully indemnify the council for any failure to comply with this obligation and no failure of any subcontractor shall relieve you of its obligations under this section.
- Shall bear your own administrative costs in relation to dealing with any Request for Information or disclosure under FOIA or EIR.

The above items are non-negotiable. If you do not confirm your understanding and responsibilities under FOIL (if successful) you will not be awarded a contract.

Signed for and on behalf of the organisation

(If the tenderer is a consortium, joint venture, special purpose vehicle or other multiple organisation arrangement, this is signed on behalf of each member or shareholder.)
Electronic signature is acceptable.

Signed

Date

Organisation

Position / Status in the organisation

6.2 Form of tender

The tenderer must read this form of tender and sign it (or where relevant, arrange for it to be signed below by a suitably authorised representative) before submitting its response to this Invitation to Tender.

The council will not regard the tenderer's response to this Invitation to Tender to have been properly submitted without this form of tender being properly signed.

Typing the name of the authorised representative instead of a signature is also acceptable.

Any amendments made by or on behalf of the tenderer (e.g. qualifications or conditions to any of the statements below, whether hand written or otherwise) will result in the tenderer's disqualification.

The tenderer hereby offers to the council to supply the relevant services to which this Invitation to Tender relates in accordance with the following:

- a) Any specification and/or other requirements of the council indicated in this Invitation to Tender.
- b) The terms and conditions of contract indicated in this Invitation to Tender, as amended in the course of this procurement procedure.

The tenderer's offer indicated above shall remain open and irrevocable for 90 days from the closing date for submission.

Unless otherwise directed, there is no binding contract between us until a formal agreement is prepared, executed and completed.

In addition, the tenderer will promptly execute a contract on the above terms within fourteen (14) days of being requested to do so by the Board.

On behalf of the tenderer I give the following representations (given to the best of my knowledge having made necessary inquiry, these to be read independently):

- a) The tenderer's answers submitted in this Invitation to Tender are materially true and correct and are not reasonably likely to mislead the council (whether by omission or otherwise).

- b) The tenderer has accurately answered the questions regarding whether or not any grounds for exclusion applies to the tenderer and/or relevant subcontractors.

Statements regarding non-canvassing:

- a) I have not (and to the best of my knowledge having made necessary inquiry, nobody else purporting to act on behalf of the tenderer has) canvassed any elected member, employee, tenderer, or other person acting (or purporting to act) on behalf of the council in relation to this exercise.
- b) The tenderer undertakes not to canvas any elected member, employee, tenderer, or other person acting (or purporting to act) on behalf of the council in relation to this exercise.

Statements of non-collusion: On behalf of the tenderer, I declare the offer made by the tenderer in response to this Invitation to Tender is a genuine offer. Without limiting this, I declare that I have not done or attempted or agreed to do (and to the best of my knowledge having made necessary inquiry, nobody else purporting to act on behalf of the tenderer has done or attempted or agreed to do) any of the following on behalf of the tenderer:

- a) Fixed the tenderer's offer (in full or part) to comply with any formal or informal agreement or arrangement with any other person (except any genuine consortium member or subcontractor or the like).
- b) Entered into any agreement or arrangement (whether formal or informal, whether direct or indirect and whether or not receiving or giving anything in return) under which that other person has agreed not to submit a response at all to this Invitation to Tender, or to fix its response to it.
- c) Communicated the terms of the tenderer's offer to a person other than the council or anyone genuinely connected with the tenderer who needs to know in relation to the preparation of the response to this Invitation to Tender, including any of the tenderer's personnel, advisors, banks, insurers, shareholders, members or the like).
- d) Offered or agreed to directly or indirectly give any person any payment or other to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

The tenderer (including, if it is a consortium, partnership, special purpose vehicle or the like, any member or shareholder of it) is not making any separate submission in response to this Invitation to Tender in its own right or as a member or shareholder of another entity (e.g. a consortium, partnership, special purpose vehicle or the like).

I understand that any such canvassing and/or collusive conduct referred to above shall be regarded as a serious matter by the council, which does not exclude any right or remedy it may have against the tenderer if such canvassing conduct has occurred.

I understand that the council will rely on information disclosed by the tenderer in its response to this Invitation to Tender. As a result (and without limiting the implications of this):

- a) The council is likely to use that information to assess the tenderer's suitability to be awarded a contract.

- b) The council is likely to incur losses if any such information is inaccurate, incomplete, or otherwise reasonably likely to mislead.
- c) If the council becomes aware of a significant misrepresentation in (and/or the withholding of material information from) this Invitation to Tender, it is likely to result in the disqualification of the Tenderer from its further participation in this procurement exercise. This does not limit the council's rights and remedies.

The tenderer has prepared this response honestly, and with necessary skill, care and diligence.

On behalf of the tenderer I understand the following:

- a) Any expression of interest by the council to award a contract to the tenderer shall not necessarily mean that the council is satisfied with every aspect of the tenderer and/or its subcontractors (e.g. its experience, capabilities, financial standing, proposals etc.). I understand the council reserves the right to make further relevant checks.
- b) The council reserves the right to accept or refuse any offer made by the tenderer in its response to the Invitation to Tender, regardless of whether the fees indicated in this response are higher or lower than those indicated in the response of another tenderer.

If awarded a contract as a result of the exercise, the tenderer will (at the time the contract is entered) properly have in place the insurances, accreditations and policies (if any) required in this Invitation to Tender.

The tenderer agrees to promptly notify the council in writing on becoming aware of any of the following:

- a) Any significant matter disclosed in the response to this Invitation to Tender being (or becoming) materially untrue, incorrect, or reasonably likely to mislead the council.
- b) Any material event or circumstance affecting the tenderer in relation to its response to this Invitation to Tender and/or in relation to its ability to enter and carry out its obligations under any contract awarded as a result of this Invitation to Tender.

Reference in this form of tender to the tenderer means the tenderer identified in this Invitation to Tender.

If the tenderer is a consortium, partnership or the like, the lead member has sufficient authority to bind each member of it for the purposes of this Invitation to Tender and for the purposes of any contract awarded as a result of this exercise.

I am authorised to make these statements on behalf of the tenderer.

The tenderer accepts the rules and conditions set by the council in connection with this Invitation to Tender.

I acknowledge I have read and understood the Invitation to Tender Instructions accompanying this Invitation to Tender.

Name:	
Position (job title):	

Name of tenderer:	
Date:	
Signature (electronic signature is acceptable):	

6.3 Fraud Prevention check declaration

I, Authorised Representative of the Tenderer, acknowledge that prior to the award of contract, the council reserves the right to carry out checks that will involve sharing the personal and organisational information in this document with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify my identity.

If fraud is detected, I/ we could be refused certain services, finance, or employment. I also acknowledge that the council reserves the right not to proceed to award a contract to our organisation.

It is noted by our organisation that further details of how information will be used by the council, fraud prevention agencies, and data protection rights is available on the Herefordshire Council website at <https://www.herefordshire.gov.uk/directory-record/6201/fraud-prevention-privacy-notice>

Name	
Role within the organisation	
Signature (electronic signature is acceptable)	
Date	

6.4 Tender submission checklist

Please find below a checklist of documents to be submitted.

Document	Description of information	Completed
This document	Supplier questionnaire: Parts 1, 2, 3 & 4	
This document	Freedom of Information Schedule of Confidential Information	
This document	Declaration of freedom of information legislation and confidentiality	
This document	Form of tender	
This document	Fraud Prevention check declaration	
Completion document 2	Document 2 Financial Workbook (including any additional documentation required therein)	
Completion document 3	Pricing Document	

Failure to fully complete this Invitation to Tender and comply with the instructions may result in disqualification of the tender submission.

END OF COMPLETION DOCUMENT 1