

Easthampstead House, Town Square, Bracknell,  
Berkshire RG12 1AQ  
Tel: (01344) 352000



## INVITATION TO TENDER (ITT)

for

## ACCOMMODATION BASED HOUSING RELATED SUPPORT SERVICE



### COMPLETED BY

<b>ORGANISATION</b>	[Tenderer to complete]
<b>NAME</b>	[Tenderer to complete]
<b>DATE</b>	[Tenderer to complete]

### TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **RESTRICTED INFORMATION** once completed by the Tenderer.

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# **1 Introduction**

## **1.1 Background**

- 1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directorates, Corporate Services, Adult Social Care, Health & Housing, Environment, Culture & Communities and Children, Young People & Learning.
- 1.1.2 This contract is being advertised on behalf of the Adult Social Care Health & Housing department.

## **1.2 Outline Requirement**

- 1.2.1 The Welfare and Housing Service commissions housing related support for vulnerable people who are threatened with or at risk of becoming homeless. In addition, it also enables vulnerable people who need help to maintain their tenancy and live independently in the community.
- 1.2.2 This service will be for 18 to 25 year olds in the borough with eligible support needs, at risk of homelessness, and/or Care Leavers.
- 1.2.3 The service will offer the following housing related support activities:
- Help with maintaining a tenancy and accommodation
  - Help establishing personal safety and security with regard to the accommodation
  - Support to prevent and or resolve housing debts or other debts that impinge on ability to pay for housing and or move into more suitable accommodation
  - Help with budgeting/debt advice
  - Monitoring of health and well-being for the purposes of signposting and or alerting other services to ensure that accommodation is maintained
  - Care leavers who are suitable for this project are, by definition, a group with additional support needs due to their care experience. This service will provide on site support which will be available to this group (approx. 12 young people) 7 days per week. In addition to all the bulleted points above, the support service for care leavers will provide:
    - Close liaison with Bracknell Forest leaving care service to support the delivery of each care leaver's individual pathway plan
    - Day to day management of behavioural issues, which may be challenging, anti social and/or chaotic and are likely to place the young person at increased risk of tenancy breakdown
    - Support with self- care/neglect
    - Awareness of vulnerability issues regarding substance misuse, exploitation, involvement in crime and help the young person make safe and informed decisions
    - Efficient reporting of any of the above concerns to the young person's personal advisor in the leaving care service
- 1.2.4 The contract duration will be for a maximum of 5 years, covering an initial period of 4 years plus 1 optional extension.

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**1.3 TUPE**

1.3.1 The provisions of the Transfer of Undertakings (Protection of Employment) Regulations may apply on expiry of the current contractual arrangements. The current contractor is:

Look Ahead Care, Support & Housing  
Kings Buildings, London SW1P 3HQ

Mark Jolly – Contract Manager  
07764967513

Information on potential transferees provided by Look Ahead is available to prospective tenderers on request by emailing [janet.weekes@Bracknell-Forest.gov.uk](mailto:janet.weekes@Bracknell-Forest.gov.uk)

**1.3.3 The Council will not be held responsible for the accuracy of the information provided and tenderers should contact the above contractor direct for further information.**

**1.4 Project Schedule**

1.4.1 The following is the proposed timetable for the procurement and implementation of Accommodation Based Housing Related Support Service

Publish OJEU Contract Notice		Thursday	
Publish adverts in South East Business Portal and Contracts Finder with procurement documents		Tuesday	
Last Questions from Tenderers		Sunday	
Issue Final Question & Answer Summary		Wednesday	
Receive Response from Tenderers	12:00	Wednesday	
Clarification interviews		Monday to Thursday`	
Contract Award			
Contract Start Date			

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## **2 Instructions to Tenderers**

### **2.1 Entry Level Questions**

- 2.1.1 Please read through the documents included in this pack, in particular the Specification.
- 2.1.2 Appendices A to E are for information purposes and Schedules 1 to 8 for completion and return by the tenderers
- 2.1.3 **Please complete Schedule 1 - Entry Level Questions.**
- 2.1.4 Please ensure that you include sufficient justification for any exception. If you do not pass the Entry Level Questions, we will not be able to consider your full tender.

### **2.2 General Instructions**

- 2.2.1 If, having completed the Entry Level Questions, you intend to quote for the Accommodation Based Housing Related Support Service, please read through the following instructions carefully and prepare your tender accordingly.
- 2.2.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.2.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.2.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.2.5 Clarification questions of the invitation to tender documents must be made **in writing** preferably by email, not later than Sunday, [REDACTED] to the following:  
  
[REDACTED]  
[REDACTED]

- 2.2.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than Sunday, [REDACTED].
- 2.2.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.2.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.2.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

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## **2.3 Submission of Tenders**

2.3.1 The original, signed, tender must be returned by no later than **12:00 noon** on **Wednesday, 5<sup>th</sup> April 2017**

2.3.2 Please address to:

By e-mail to [Tenders@Bracknell-Forest.gov.uk](mailto:Tenders@Bracknell-Forest.gov.uk); ensure that you include "Accommodation Based Housing Related Support Service" in the subject of the email.

## **2.4 Tender Response**

2.4.1 Please submit your tender by email to [Tenders@Bracknell-Forest.gov.uk](mailto:Tenders@Bracknell-Forest.gov.uk). Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommended that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept tenders on USB stick.

2.4.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **technical** section must include:

- Entry Level Questions (Schedule 1)
- Organisation Information (Schedule 2)
- Method Statement (Schedule 3)
  - Specification (Section 1)
  - Pricing (Section 2)
  - Terms and Conditions (Section 3)
- Tender Checklist (Schedule 5) must be completed and comments added if required.
- Additionally, three Reference Request Forms (Schedule 4) must be returned directly to the Council by the referees.

**No pricing should be included in the technical section.**

The **commercial** section must include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 6)
- The completed Schedule of Reserved Information - see guidance attached at Appendix E (Schedule 7)
- The Form of Tender statement (Schedule 8) completed, signed and dated.

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2.4.3 You should complete your responses (in blue) into the Schedules and this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

**All sections must be responded to even if simply “Understood” or “Agreed”.**

2.4.4 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.4.5 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.4.6 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.4.7 All pricing should be stated exclusive of VAT.

2.4.8 Tenders shall remain open for an initial acceptance for a minimum of 120 calendar days, although the Council may ask you to extend of the period of validity.

## **2.5 Tender Decline**

If you decide not to respond to this ITT, please let the contact in Section 2.2.5 know in writing as soon as possible, giving a brief reason(s).

## **2.6 Evaluation of Tenders**

2.6.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice/advertisement, at any time.

2.6.2 Suppliers must pass the Entry Level Questions in Schedule 1.

2.6.3 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.

2.6.4 The contract will be awarded on the basis of the most economically advantageous offer having regard to:

2.6.5 The **Total Cost** of the goods, services or works, 60% of the total score

2.6.6 The **Quality** of the solution in terms of functionality and infrastructure 40% of the total score takes into account issues such as; quality, technical merit, aesthetic and functional characteristics, environmental characteristics, commencement date and implementation.

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- 2.6.7 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 69 of the Public Contracts Regulations 2015) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.6.8 The Council's evaluation will include clarification interviews. Evaluation of these elements will be used to review the initial scoring based on further understanding gained.
- 2.6.9 This procurement process is being completed under the "Light Touch Regime", governing "Social and Other Specific Services" detailed in the Public Contracts Regulations 2015. The Council will evaluate the tenders in three stages:
- (1) An initial desk review based on Schedules 1, 2, 4, 7 and 8 and financial standing. In addition, the Council may contact the referees. We expect providers to self-exclude if they cannot meet or exceed the capabilities required.
  - (2) Those tenderers who pass stage (1) will then be fully evaluated by the team based on the remainder of the documentation submitted.
  - (3) Up to three tenderers, based on overall rank, will then be invited to provide a presentation.

The Council reserves the right to review the services in order to ensure affordability.

2.6.10 The headline **Quality** evaluation criteria are as follows:-

<b>Criteria</b>	<b>Marks</b>	<b>Applicable Document(s) &amp; Section(s)</b>
Entry Level Questions	Pass/Fail	Schedule 1
Organisation Information	Pass/Fail	Schedule 2
Financial Standing	Pass/Fail	ITT Section 2.6.1/2.6.2
Method Statement:		Schedule 3 See spreadsheet for breakdown
<i>1. Specification</i>	94	Schedule 3 Section 1
<i>2. Pricing</i>	Pass/Fail	Schedule 3 Section 2
<i>3. Terms and Conditions</i>	Pass/Fail	Schedule 3 Section 3
Reference Request Forms	6	Schedule 4 x 3
Tender Checklist	Info Only	Schedule 5
FOI Schedule of Reserved Information	Pass/Fail	Schedule 7
Form of Tender	Pass/Fail	Schedule 8
<b>Total</b>	<b>100</b>	

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- 2.6.11 Evaluation of **pricing** will be by using the evaluation spreadsheet, attached as Appendix C of this invitation to tender. The evaluation spreadsheet details any **sub-criteria** and formulae used.
- 2.6.12 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.6.13 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

## **2.7 Alternative Offers**

- 2.7.1 Alternative offers will **not** be considered.

## **2.8 Canvassing**

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

## **2.9 Whistle blowing policy**

Your attention is drawn to the Council's whistle blowing policy which can be found on the Council's website at:

<http://www.bracknell-forest.gov.uk/whistleblowingpolicyandprocedure>

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## **Appendix A – Terms and Conditions**

See attached document

## **Appendix B – Specification**

Refer separate Word document.

## **Appendix C – Evaluation Spreadsheet**

Refer separate Excel document.

## **Appendix D – ICT Security & Operational Standards Required of Third Party Organisations**

Refer separate document.

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## **Appendix E – Freedom of Information Act 2000**

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000:  
ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

### **1 Introduction**

1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

### **2. General rules on disclosure**

2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information and commercially sensitive information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive (see below).

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

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**3. Reserved Information**

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))
- Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
- Disclosure would constitute an actionable breach of confidence (section 41(1))
- Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)

3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as "reserved", the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.

3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.

3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.

**4. Handling requests for information and notice to those affected**

4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.

**5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**

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- 5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Easthampstead House, Town Square, Bracknell, Berks, RG12 1AQ

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**SCHEDULE 1 – Entry Level Questions**

No.	Question	Answer
1.	Can you meet all the requirements set out in the Specification (summarised in the Outline Requirement)	Yes / No
2.	Please confirm that the required insurance cover (See ITT Schedule 2 Section 5) will be in place by the start of the contract.	Yes / No
3.	Is your turnover in excess of GBP (£) 1,000,000 per annum?	Yes / No
4.	Can you supply a copy of your latest Audited or Management Accounts?	Yes / No
5.	Do you agree to the Council's terms and conditions?	Yes / No
6.	Do you agree to our payment terms of Nett 30 days on receipt of acceptable invoice?	Yes / No
7.	Can you supply the following policies and demonstrate how they are implemented and maintained? <ul style="list-style-type: none"> <li>• Recruitment and Selection</li> <li>• Equal Opportunities</li> <li>• Complaints</li> <li>• Code of Conduct</li> <li>• Safeguarding Adults and Children</li> <li>• Health and Safety including risk assessments</li> </ul>	Yes / No
8.	Please confirm that your organisation has the ability to deliver an accommodation based housing related support service in the Bracknell Forest area.	Yes / No
9.	Can your organisation ensure that 75 self-contained units of accommodation required for this service will be available from contract mobilisation? This is expected to be July 2017.	Yes / No
10.	Do you and your staff, as a provider, have a minimum of 12 months experience supporting Care Experienced young people and those Leaving Local Authority Care	Yes / No
11.	Does your service have sufficient support staff who are experienced in working with care leavers to access 'move on' accommodation.	Yes / No
12.	Does your service have staff who are experienced in working with young people displaying challenging and volatile behaviour	Yes / No

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	If you answered “ <b>No</b> ” to any of the questions 1 to 12 please provide any justification(s) why your organisation’s tender should still be considered by the Council below:	
	With reference to <a href="#">The Public Contracts Regulations 2015</a> , Regulations 57(1), (2) and (3), “Mandatory exclusions”, has your organisation, or any of its directors or senior staff, been found guilty for any of the following offences?	
13.	• Participation in a criminal organisation	Yes / No
14.	• Corruption	Yes / No
15.	• Fraud	Yes / No
16.	• Terrorist offences or offences linked to terrorist activities	Yes / No
17.	• Money laundering or terrorist financing	Yes / No
18.	• Child labour and other forms of trafficking in human beings	Yes / No
19.	• Breach of obligations related to the payment of tax or social security contributions?	Yes / No
20.	• Any other offence listed in the Regulations 57(1), (2) or (3) or as set out on this <a href="#">webpage</a>	Yes / No
21.	With reference to <a href="#">The Public Contracts Regulations 2015</a> , Regulation 57(8), “Discretionary exclusions”, have your organisation, any of its directors, been previously declared insolvent or bankrupt?	Yes / No
	If you answered “ <b>Yes</b> ” to any of questions 13 to 21 please provide any justification(s) why your organisation’s tender should still be considered by the Council below:	
22.	<i>Response</i>	

Signature

Name

Job Title

Organisation

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## **SCHEDULE 2 – Organisation Information**

### **Part A: Potential supplier Information**

Please answer the following questions in full.

<b>Section 1</b>	<b>Contact details</b>	
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	

#### **Guidance Section 2**

Regulation 24 of the Public Contracts Regulations 2015 covers the distortion of competition and the authority considers tenders from two companies with the same parent company as, by default, such a conflict of interest.

<b>Section 2</b>	<b>Potential supplier information</b>	
Question number	Question	Response
2.1(a)	Full name of the potential supplier submitting the information	
2.1(b) – (i)	Registered office address (if applicable)	
2.1(b) – (ii)	Registered website address (if applicable)	

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2.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
2.1(d)	Date of registration in country of origin	
2.1(e)	Company registration number (if applicable)	
2.1(f)	Charity registration number (if applicable)	
2.1(g)	Head office DUNS number (if applicable)	
2.1(h)	Registered VAT number	
2.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
2.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
2.1(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?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.1(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.	
2.1(k)	Trading name(s) that will be used if successful in this procurement	
2.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
2.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

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2.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>2</sup> <ul style="list-style-type: none"><li>- Name;</li><li>- Date of birth;</li><li>- Nationality;</li><li>- Country, state or part of the UK where the PSC usually lives;</li><li>- Service address;</li><li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li><li>- Which conditions for being a PSC are met;<ul style="list-style-type: none"><li>- Over 25% up to (and including) 50%,</li><li>- More than 50% and less than 75%,</li><li>- 75% or more. <sup>3</sup></li></ul></li></ul> <p>(Please enter N/A if not applicable)</p>	
2.1(o)	Details of immediate parent company: <ul style="list-style-type: none"><li>- Full name of the immediate parent company</li><li>- Registered office address (if applicable)</li><li>- Registration number (if applicable)</li><li>- Head office DUNS number (if applicable)</li><li>- Head office VAT number (if applicable)</li></ul> <p>(Please enter N/A if not applicable)</p>	
2.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"><li>- Full name of the ultimate parent company</li><li>- Registered office address (if applicable)</li><li>- Registration number (if applicable)</li><li>- Head office DUNS number (if applicable)</li><li>- Head office VAT number (if applicable)</li></ul> <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:

<sup>2</sup> 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](#).

<sup>3</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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<b>Section 3</b>		<b>Bidding model</b>
<b>Question number</b>	<b>Question</b>	<b>Response</b>
3.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
3.2(a) - (ii)	Name of group of economic operators (if applicable)	
3.2(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.	
3.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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3.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor 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-contractor will take in providing the works and /or supplies e.g. key deliverables					
The approximate % of contractual obligations assigned to each sub-contractor						

## Part B: Selection Questions

### Additional Guidance – Section 4

The authority will seek more information from independent credit reference agencies as part of the evaluation and reserves the right to undertake credit checks at each stage of the procurement process and after contract award.

Question 4.1(c) - If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the authority will need to have visibility of your management accounts.

Question 4.2 – the minimum financial threshold required by the authority is a turnover which is double the annual contract value which, for this questionnaire, should be based on your own estimate as the potential supplier.

<b>Section 4</b>	<b>Economic and Financial Standing</b>	
	Question	Response

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<b>4.1</b>	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>4.2</b>	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Tenderers may optionally provide copies of their insurance cover with their tender.

<b>Section 5</b>	<b>Insurance</b>
<b>5.1</b>	<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 below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £10 million Public Liability Insurance = £10 million Appropriate Buildings &amp; Contents Insurance</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

**Additional Guidance Section 6**

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In addition to completing this section you will need to send a copy of the Reference Request Form (Schedule 4) to each of your named contacts below, including an outline of the contract that you are performing/have performed for them within the allotted green box on that form.

The completed forms must be returned directly to the Council [janet.weekes@Bracknell-Forest.gov.uk](mailto:janet.weekes@Bracknell-Forest.gov.uk) ) by the referee by the Tender deadline or it will not be considered.

Section 6	Technical and Professional Ability
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			

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<b>Contract completion date</b>			
<b>Estimated contract value</b>			
<b>6.2</b>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>		
<b>6.3</b>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>		

**Additional Guidance Section 7**

Only to be completed by organisations with an annual turnover of £36 million or more and where question is relevant to the contract.

<b>Section 7</b>		<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
<b>7.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>7.2</b>	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements	Yes <input type="checkbox"/>	Please provide the

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	contained within Section 54 of the Act 2015?	relevant url ...  No <input type="checkbox"/> Please provide an explanation
--	--	--

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## **SCHEDULE 3 – Method Statement**

### **1 Specification**

#### **1.1 Specification Compliance**

1.1.1 Please confirm your acceptance of the attached Specification. If there are any exceptions, please detail below or attach a separate sheet if necessary.

Note: Significantly non-compliant tenders may be rejected.

*Response*

#### **1.2 General**

1.2.1 Please provide a brief overview of your organisation and how it could best provide the Accommodation Based Housing Related Support Service required by the Council, as detailed in the Specification.

Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employ, and related turnover (GBP £), that are relevant to the provision of the goods/services similar to those set out in the Specification.

*Response [Maximum 1,000 words]*

#### **1.3 Equal Opportunities**

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

1.3.1 Does your organisation have an Equal Opportunities policy? If **Yes**, enclose a copy of the policy within your response and indicate how it is communicated to employees.

*Response [Maximum 200 words]*

1.3.2 If No, please refer to the Council's equal guidance document at:

<http://www.bracknell-forest.gov.uk/sellingtothecouncil> then then download from "Documents" on the right-hand side.

In the absence of your own policy, please download document and confirm acceptance of the Equality Policy by signing and returning instead.

*Attached / Not applicable*

1.3.3 Briefly describe how your organisation ensures that it remains compliant and up to date with Equality legislation?

*Response [Maximum 100 words]*

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1.3.4 Do you provide staff with training on equal opportunities? If **Yes**, please describe how and when this is performed throughout an individual's employment.

*Response [Maximum 100 words]*

1.3.5 Does your organisation have a procedure for employees to raise issues of discrimination or harassment? If **Yes**, please provide details.

*Response [Maximum 200 words]*

1.3.6 In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? If **Yes**, please provide details

*Response*

1.3.7 In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?

If you have answered "**Yes**" to one or both of the questions 1.3.6 and 1.3.7, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.

If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.

You may be excluded if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring

*Response*

1.3.8 If you use sub-contractors, briefly describe the processes in place to check whether any of the above circumstances apply to these other organisations?

*Response*

**1.4 Other Policies and Procedures**

1.4.1 Please provide the following policies for review by the council:

- Recruitment and Selection
- Complaints
- Code of Conduct
- Safeguarding Adults and Children

*Response*

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1.4.2 Please confirm acceptance of the Council's "ICT Security & Operational Standards Required of Third Party Organisations" included as Appendix D. Please advise any exceptions below for consideration by the Council.

Note: Significantly non-compliant tenders may be rejected.

*Response*

**1.5 Technical Ability - Staff**

1.5.1 Please provide details of key members of the team who would provide the service (Summary only - CVs not required)

*Response (Maximum 200 words per person)*

**1.6 Training**

1.6.1 Briefly describe your organisation's approach to staff training, including

- Health and Safety,
- Safeguarding and
- Risk Assessment.

*Response [Maximum 300 words]*

1.6.2 For the Accommodation Based Housing Related Support Service, indicate how many hours training, on average, is received by each member of staff within a 12 month period. List by subject.

*Response*

**1.7 Case Studies**

1.7.1 **Complete Schedule 2 Section 6**, providing full contact details for three relevant contract examples that the Council may approach.

1.7.2 If you cannot provide three case studies, please advise why

*Response*

1.7.3 In the last three years, have you had any contracts:

- That have incurred contract penalties, default notices or payment of liquidated damages?
- Terminated by the client earlier than originally intended due to poor performance?
- Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

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*Response [Maximum 300 words]*

**1.8 Outcomes & Performance**

1.8.1 With regard to the local performance indicators (8.5 in the Specification) please advise how these three KPIs will be achieved.

*Response [Maximum 600 words]*

1.8.2 Please provide an example of an outcomes report including the outcomes listed on 3.1 of the Specification.

*Response*

1.8.3 Please provide an example of a Support Plan linked to the performance and outcomes for this service.

*Response [Maximum 400 words]*

1.8.4 Please confirm that, if awarded the contract, you would be able to attend quarterly review meetings with the Council and provide an overview of your escalation procedure.

*Response*

1.8.5 In the last three years, have you had any contracts:

- That have incurred contract penalties, default notices or payment of liquidated damages?
- Terminated by the client earlier than originally intended due to poor performance?
- Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

*Response*

**1.9 Business Continuity**

1.9.1 Does your organisation have a Business Continuity / Disaster Recovery / Risk Management plan that ensures that services described within the Outline requirement are delivered in the event of a disruption affecting your business, ensuring continuity of supply from your critical suppliers?

Briefly describe what key actions your organisation will take to ensure continued provision to service users at the accommodation should there be a major event; for example, should there be adverse weather, or a pandemic flu which results in loss of staff or a fire or utility failure resulting in loss of your building.

*Response [Maximum 300 words]*

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1.9.2 Have there been any occasions when your business operation has been disrupted within the last 3 years?

If **“Yes”** what were the circumstances, what was the effect on your customers and how did you overcome it?

*Response [Maximum 100 words]*

1.9.3 In the event of a disruption, who would be the person responsible for managing your organisations response?

*Response*

### **1.10 Quality Assurance**

1.10.1 Does the relevant section of your organisation hold a recognised quality management certificate, for example ISO 9001 or equivalent?

If **“Yes”**, whilst it is not a requirement at this stage, it would be helpful to us in terms of evaluation of your Selection Questionnaire if you would enclose a copy of the certificate or provide a link to a website where it is available

If **“No”**, please describe any actions you take to ensure quality is consistently monitored and maintained throughout your organisation.

*Response [Maximum 200 words]*

### **1.11 Health and Safety / Risk Assessment**

1.11.1 Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?

If **“Yes”**, whilst it is not a requirement at this stage, it would be helpful to us in terms of evaluation of your Selection Questionnaire if you would enclose a copy of the certificate or provide a link to a website where it is available.

If **“No”**, please briefly describe what arrangements you have made to manage Health and Safety within your organisation.

*Response [Maximum 300 words]*

1.11.2 Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?

If your answer to this question was **“Yes”**, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.

The Council will exclude bidder(s) that have been in receipt of enforcement/remedial

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action orders unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.

*Response*

1.11.3 If you use sub-contractors, briefly describe the processes in place to check whether any of the above circumstances apply to these other organisations?

*Response [Maximum 300 words]*

1.11.4 Risk Assessments – please provide examples of risk assessments used for delivering a similar service for low, medium and complex needs.

*Response*

**1.12 Environmental Management**

1.12.1 Does the relevant section of your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?

If **“Yes”**, whilst it is not a requirement at this stage, it would be helpful to us in terms of evaluation of your Selection Questionnaire if you would enclose a copy of the certificate or provide a link to a website where it is available.

If **“No”**, please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.

*Response [Maximum 300 words]*

1.12.2 Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?

If your answer to this question is **“Yes”**, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.

The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.

*Response [Maximum 100 words]*

1.12.3 If you use sub-contractors briefly describe the processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?

*Response [Maximum 100 words]*

1.12.4 What steps will your organisation take to reduce the impact on the environment by delivering this service

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*Response [Maximum 100 words]*

**1.13 Disclosure and Barring Service (DBS) Checks**

1.13.1 Please detail how your organisation obtains, reviews and maintains records of Enhanced Disclosure & Barring Service (DBS) checks for all staff, including sub-contractors, who visit residents / care premises / educational establishments.

*Response [Maximum 400 words]*

**1.14 Service User Satisfaction**

1.14.1 Briefly describe how customer satisfaction of residents/service users is measured and continuously improved. Include details of how complaints are managed.

*Response [Maximum 300 words]*

1.14.2 How does your organisation use the results to achieve continuous service improvement? (Give two actual examples)

*Response [Maximum 300 words]*

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## **2 Pricing & Payment**

**2.1 Please complete the Pricing Schedule** attached to this ITT as **Schedule 6**.

### **2.2 Pricing Basis**

2.2.1 Please provide an overview of the pricing offered.

*Response [Maximum 500 words]*

### **2.3 Payment**

2.3.1 The Council standard terms of payment are Net 30 days from receipt of acceptable invoice. Please advise any discount available for early payment i.e. 7 or 14 days.

*Response [Maximum 100 words]*

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### **3 Terms and Conditions**

#### **3.1 Contract Conditions**

Refer to Appendix A, Terms and Conditions, for the terms and conditions of contract.

- 3.1.1 Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below, or in a separate document.

Note: Significantly non-compliant tenders may be rejected.

<i>Response</i>
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#### **3.2 Freedom of Information**

- 3.2.1 With reference to Appendix E on the Freedom of Information Action 2000, please complete **Schedule 7** – Schedule of Reserved Information.

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## SCHEDULE 4 – Reference Request Form

Refer attached Word Document

## SCHEDULE 5 – Tender Checklist

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
<b>3</b>	<b>Method Statement</b>		
1.3.1	Equal Opportunities Policy		
1.4.1	Policies – <ul style="list-style-type: none"> <li>• Recruitment and Selection</li> <li>• Complaints</li> <li>• Code of Conduct</li> <li>• Safeguarding Adults and Children</li> </ul>		
1.8.2	Outcomes report		
1.8.3	Support plan		
1.10.1	Quality Assurance certificate		
1.11.1	Health & Safety certificate		
1.11.4	Risk Assessments x 3		
1.12.1	Environmental Management certificate		
	<b>Schedules</b>		
1	Entry Level Questions		
2	Organisation Information		
3	Method Statement		
4	Reference Request Forms x 3		To be returned directly to the Council by the referees
5	Tender Checklist (this document)		
6	Pricing Schedule		

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7	FOI Schedule of Reserved Information		
8	Form of Tender		
	<b>Other – Please List</b>		
Sch2 5.1	Copy of Public Liability Insurance certificate		
Sch2 5.1	Copy of Employers Liability Insurance certificate		
Sch2 5.1	Copy of Buildings & Contents Insurance certificate(s)		

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## **SCHEDULE 6 – Pricing Schedule**

Refer attached spread sheet

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## **SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information:**

<b>Reserved Information</b>	<b>When available for disclosure</b>	<b>Relevant Section of Act</b>	<b>Reason</b>
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

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I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

**Name** ..... **Job Title**..... **Organisation**.....

**Signed**..... **Date**.....

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## SCHEDULE 8 – Form of Tender

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Invitation to Tender documents, hereby offer to supply the goods/undertake the services required, in accordance with the Invitation to Tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 120 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/We agree that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all suppliers submitting tenders. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price submitted by, or under or in accordance with any agreement or arrangement with any other supplier. I/We furthermore warrant that no approaches have been made to any other suppliers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/We also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from submitting a tender, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

I/We understand that should we directly or indirectly canvass any member or official of the Council concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Goods/Services, I/We will be disqualified. I/We further understand that if discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

Signature

\_\_\_\_\_  
(please use non black ink)

Name

Job Title

Organisation

Address

☎ Telephone No.(s)

Email

ORGANISATION NAME:

\_\_\_\_\_

**RESTRICTED**

DATE: \_\_\_\_\_

**ACCOMMODATION BASED  
HOUSING RELATED SUPPORT  
SERVICE**



---

INVITATION TO TENDER

---

Date

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE 1**



**BRACKNELL FOREST BOROUGH COUNCIL**

**ADULT SOCIAL CARE, HEALTH and  
HOUSING DEPARTMENT**

**TERMS & CONDITIONS OF  
CONTRACT AND GENERAL  
SPECIFICATION FOR SUPPORTING  
PEOPLE SERVICES**



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**34. INFORMATION AND RE-TENDERING**

**35. CONCLUSION OF CONTRACT**

**36. SEVERABILITY**

**37. RECOVERY OF SUMS DUE**

**38. HEALTH & SAFETY**

**39. EQUAL OPPORTUNITIES**

**40. AUDIT OF RECORDS**



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## 1. DEFINITIONS AND INTERPRETATIONS

In this Contract the following expressions have the following meaning:

- “Commencement Date”**      means the date of the commencement of the Contract, which shall be detailed in the Form of Agreement
- “Contract”**      means the Contract for the Support Service for the number of hours and/or the number of Service Users detailed in the Form of Agreement made between the Service Provider and the Purchaser. The Contract includes these conditions, the Form of Agreement, the Specification and all documentation contained in the same or referred to therein
- “Contracts Manager”**      means the representative of the Purchaser detailed in Clause 5.2
- “Form of Agreement”**      means the form of agreement which will be executed by the parties and form part of the Contract
- “Prices”**      means the prices for the provision of the Support Service as detailed in the Pricing Schedule at Schedule 3 net of any VAT that may be applicable
- “Purchaser”**      means Bracknell Forest Borough Council, Housing Strategy and Resources Team, Supporting People Services, Time Square, Market Street, Bracknell, Berkshire RG12 1JD
- “Purchase Order”**      means an order placed with the Service Provider by the Purchaser for each of the Service Users to which the provision of the Support Service relates
- “Quality Framework”**      means the Quality Assessment Framework for the Supporting People programme in the guidance issued by the Department for Communities and Local Government
- “Service”**      means the Support Service to be provided by the Service Provider as described in the Specification.
- “Service Provider”**      means the individual or group providing the Support Service
- “Service Users”**      means the individuals receiving the Support Service and named in the Service User Agreements and, where appropriate, the term “Service User” shall also include reference to any person who has power of attorney, acts as next of kin, friend or is entitled to act on behalf of the individual who receives the Support Service
- “Service User Information”**      means the personal information relating to a Service User and any other details of the Service User
- “Specification”**      means the enclosed General and Service Specification for the Service at Schedule 2



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**“Support Service”** means the provision of support to the Service Users in accordance with the Specification, and further in accordance with this Contract and any documents contained or referred to herein

**“Prohibited Act”** means the following which constitute “Prohibited Acts”:

- a) To directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
  - i) Induce that person to perform improperly a relevant function or activity; or
  - ii) Reward that person for improper performance of a relevant function or activity;
- b) To directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- c) Committing any offence
  - i) Under the Bribery Act 2010
  - ii) Under legislation creating offences concerning fraudulent acts;
  - iii) At common law concerning fraudulent acts relating to this Contract with the Council

or

- iv) Defrauding, attempting to defraud or conspiring to defraud the Council

**“Term”** means the term of the Contract commencing upon the Commencement Date and terminating upon the third anniversary of the Commencement Date or earlier in accordance with the provisions of the Contract. The Contract may be extended in accordance with the provisions of Clause 7.2

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and any subsequent amendments made to the Regulations and the Acquired Rights Directive

In the Contract, unless the contrary intention appears, a reference to an Act of Parliament or any Order, Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same

Where the context permits, words importing the masculine gender include the feminine, words in the singular include the plural and words in the plural include the singular



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**2. THE COUNCIL'S FUNCTION AS A LOCAL AUTHORITY**

2.1 Nothing in this Contract shall prejudice or affect the Purchaser's rights, powers, duties and obligations in relation to the exercise of its functions as a local authority

**3. BEST VALUE**

3.1 In undertaking the Support Services, the Service Provider shall use reasonable endeavours to secure demonstrable, measurable and continuous improvement (having regard in particular to economy, effectiveness and efficiency) in the performance of the Support Services; the time, cost, quality and health and safety standards within the various processes of the Support Services and generally to provide best value to the Purchaser and Service Users

**4. NO PARTNERSHIP**

4.1 Nothing in this Contract shall be deemed to constitute a partnership (as defined by the Partnership Act 1890) between the parties nor constitute any party the agent of the other

**5. NOTICES**

5.1 No notice to be served upon the Service Provider shall be valid and effective unless it is delivered by hand or by post or by registered post or by the recorded delivery service or transmitted by telex telemessage facsimile transmission or other means of telecommunication, including email, resulting in the receipt of a written communication in permanent form and sent or transmitted to the nominated manager responsible for contracts at the Service Providers principal place of business or to such other address as the Service Provider may have substituted

5.2 No notice to be served upon the Purchaser shall be valid and effective unless it is delivered by hand or by post or by registered post or by the recorded delivery service or transmitted by telex telemessage facsimile transmission or other means of telecommunication, including email, resulting in the receipt of a written communication in permanent form and sent or transmitted to the Supporting People Team, Environment, Culture and Community Department at Bracknell Forest Council Time Square Market Street Bracknell Berkshire RG12 1JD or to such other address as the Purchaser may have substituted

5.3 Any notice to be served shall be deemed to be given on the date that it is delivered by hand or transmitted by telex telemessage facsimile transmission or other means of telecommunication or if sent by post or by recorded delivery on the date when it would be delivered in the ordinary course of post in normal business hours

**6. ALTERATIONS TO THESE TERMS AND CLAUSES AND VARIATIONS TO THE SERVICE**

6.1 Without prejudice to any other term of this Contract no omission from, addition to or variation of these terms and clauses shall be valid or effective unless it is agreed in writing and signed by the authorised officers of the Purchaser and the Service Provider





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c) In clause 4, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Purchaser in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract

The Purchaser will pay to the Service Provider the Prices detailed in the Pricing Schedule at Schedule 3 for Support Service performed to the Purchaser's satisfaction. The Prices shall remain fixed throughout the Term.

- 9.2 In the event that the Contract is extended in accordance with Clause 7.2 hereof, the Prices may be subject to adjustment by mutual agreement, which shall be subject to confirmation in writing, and shall remain fixed throughout the extension period.
- 9.3 If Value Added Tax is applicable then the Service Provider shall send to the Purchaser an invoice for each monthly period that will show the tax separately on all invoices as an extra charge
- 9.4 Payment of the Prices for each four weekly period will be made within 30 days of the end of each four weekly period subject to satisfactory performance and submission of activity data.
- 9.5 The Service Provider may but is not obliged to charge interest at the rate of 2% or over Lloyds TSB base lending rate on any late payment save where any payment is properly disputed
- 9.6 Payment of the Prices shall not operate as a waiver of any rights of the Purchaser under the Contract. The Purchaser reserves the right to make a deduction from the Prices where the Service Provider has been in breach of the Contract provided that the deduction shall be commensurate with the breach and notified by the Purchaser to the Service Provider in writing
- 9.7 In the event that the Contract shall be suspended in accordance with the provisions of Clause 13.7 (Termination and Suspension of Contract) no payment will be made to the Service Provider for the period of such suspension
- 9.8 In the event that the Service Provider is requested by the Contracts Manager to supply additional Service in accordance with Clause 6.2 (Alterations to these Terms and Clauses and Variations to the Service) hereof, the Service Provider shall supply such Service for the Prices agreed for the Term and / or for any Contract extension in the event that the Contract is extended in accordance with Clause 7.2 (Contract and Duration) hereof.

**10. ASSIGNMENT AND SUBCONTRACTING**

- 10.1 The Purchaser shall be entitled to assign the benefit of this Contract in whole or in part to a statutory or other public body and shall give at least 14 days written notice of any assignment to the Service Provider
- 10.2 The Service Provider may not transfer assign dispose of sub-contract or part with the benefit or the burden of the whole or any part of this Contract without the explicit written permission of the Purchaser
- 10.3 Notwithstanding the provisions of Clause 10.2 hereof, the Service Provider shall be permitted to hire agency staff to cover the absence of permanent staff. The Service Provider shall be responsible for





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benefits upon the Purchaser. The Purchaser shall reserve the right to review the requirement in respect of the amount of cover annually throughout the Term

- 12.5 The Service Provider shall obtain professional indemnity insurance in the sum of no less than £2,000,000 (two million pounds) throughout the Term and shall continue to maintain the same in force for a period of six years following the termination of the Contract. The provisions of this Clause 12.5 shall survive the termination of the Contract and remain in full force and effect for six years following the date of termination
- 12.6 The Service Provider shall supply to the Purchaser prior to commencement of the Contract and annually upon request a certificate from its insurers or brokers confirming that the Service Provider's insurance policies comply with this Clause, and the Service Provider shall supply to the Purchaser on request copies of all insurance policies cover notes premium receipts and other documents necessary to establish compliance with this Clause

**13. TERMINATION AND SUSPENSION OF CONTRACT**

- 13.1 Subject to the other terms of the Contract either party may terminate this Contract upon giving no less than two months written notice to the other (or shorter period by written, mutual consent)
- 13.2 The Purchaser may terminate this Contract or reduce the funding (with commensurate changes in the Support Services) to the Service Provider upon giving no less than one month's notice to the service provider.
- 13.3 During any notice period given in accordance with this Clause the Service Provider shall continue to provide the Support Service save where circumstances render this impossible or when the Purchaser, in its absolute discretion, advises the Service Provider that it does not wish it to continue to provide the Support Service.
- 13.4 The Purchaser may terminate this Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) in the event that the Service Provider shall fail to perform the Support Service or shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to rectify such breach within 30 days of being required by the Purchaser in writing to do so
- 13.5 The Purchaser may terminate the Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) if the Service Provider shall become bankrupt or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under the committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Service Provider shall have an execution levied on his goods
- 13.6 The Purchaser may terminate this Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) in the event that the Service Provider:-
- 13.6.1 shall be in persistent breach of any of the Terms of this Contract; or
- 13.6.2 shall fail to proceed diligently and regularly in the provision of the Support Service; or



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13.6.3 has failed to comply with legislative requirements

13.6.4 is in breach of Clause 10 (Assignment and Subcontracting)

13.6.5 is in breach of Clause 18 (Bribery and Corruption)

13.6.6 is in breach of Clause 32 (Confidentiality)

13.7 The Purchaser may terminate this Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) if a safeguarding adults complaint is upheld against the Service Provider or any member of the Service Provider's staff. The decision as to whether or not such a complaint against the Service Provider is valid and justified shall be made by the Contracts Manager. This decision shall be final and conclusive. The Purchaser reserves the right to suspend the Support Service whilst any investigation into an allegation takes place and, in such circumstances, the Purchaser shall only make payment to the Service Provider for Support Service satisfactorily performed up to the date of suspension.









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**20      FREEDOM OF INFORMATION**

- 20.1 All information relating to, or arising from, this Contract, including information about its performance is covered by the Freedom of Information Act 2000; the Purchaser is under a legal obligation to disclose such information, if requested, unless an exemption applies
- 20.2 The Purchaser may also be subject to disclosure obligations under other legislation or codes of practice

**21.      HUMAN RIGHTS**

- 21.1 The Service Provider acknowledges that:
  - 21.1.1 in performing its obligations under the Contract it may be a public authority for the purposes of the Human Rights Act 1998; and
  - 21.1.2 that it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English Law by the Human Rights Act 1998
- 21.2 In providing the Support Service the Service Provider shall throughout the Term and at its own cost be subject to the same duty in respect of Human Rights in the same way as if it were the Purchaser
- 21.3 The Service Provider shall undertake or refrain from undertaking such actions as the Purchaser may request so as to enable the Purchaser to discharge its duty under the Human Rights Act 1998

**22.      WAIVER**

- 22.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or clause of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract

**23.      RESOLVING DISPUTES**

- 23.1 In the event of any dispute or difference arising between the parties in connection with this Contract, the Purchaser's Borough Solicitor or their nominated representative and the Managing Director of the Service Provider shall, within ten days of a written request from either party to the other addressed to the said representative and the said Managing Director, meet in good faith in an effort to resolve the dispute without recourse to legal proceedings.
- 23.2 If the dispute or difference is not resolved as a result of such meeting, either party may (at such meeting or within fourteen days from its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral Adviser or mediator ("Neutral Adviser").
- 23.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, either party may within fourteen days from the date of the proposal to appoint a Neutral Adviser or within fourteen days of notice to either party that he or she is unable or unwilling to act, apply to the Centre for Resolving Disputes ("CEDR") to appoint a Neutral Adviser.





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25.3 Where a Force Majeure continues for a period of thirty working days, either party may, by written notice to the other party, terminate the Contract immediately.

**26. AGENCY**

26.1 The Service Provider is not and shall not hold itself out as being the agent of the Purchaser

**27. DECLARATION OF INTERESTS**

27.1 The Service Provider shall inform the Purchaser in writing of any elected member or employee of the Purchaser who is involved in any way with the Service Provider at any time during the Term of the Contract

**28. CHANGE OF OWNERSHIP**

28.1 The Service Provider shall immediately inform the Purchaser of any change affecting the Ownership of the Service Provider

28.2 In the event that the Service Provider wishes to transfer the Contract to any new owner the Service Provider shall request that the Purchaser shall novate the Contract. The Purchaser may refuse any request for novation in its absolute discretion

**29. HEADINGS**

29.1 The headings to these Clauses shall not affect their interpretation

**30. INCONSISTENCY**

30.1 In the event of a conflict between any of the provisions of these conditions and any provision of the Specification, the former shall prevail

**31. CONSEQUENTIAL LOSS**

31.1 Notwithstanding anything expressed or implied in the Contract to the contrary the Purchaser shall not be liable under any circumstances whatsoever to the Service Provider for the Service Provider's consequential loss

31.2 In this Clause "consequential loss" includes but shall not be limited to loss of savings, loss of profit, loss of use, loss of contract, loss of production, loss of revenue, loss resulting from the negative effects of any adverse publicity, business interruption or increased cost of working however caused arising out of or in connection with the Contract and whether or not foreseeable at the date of the Contract

**32. CONFIDENTIALITY**

32.1 For the purposes of this Clause "Confidential Information" means all information (whether commercial, financial, technical, personal or otherwise) relating to the disclosing party its sub-contractors, Service Users or servants or agents disclosed to or otherwise obtained by the recipient





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termination the Service Provider shall on the written request of the Contracts Manager collate whatever information is required for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "TUPE Information") which may include but shall not be limited to:

- (i) the number of staff, including supervisory and administrative staff, employed by the Service Provider and any sub-Contractor employed in the Services;
- (ii) the terms and conditions of employment of those staff; and
- (iii) any other information relating to those staff as properly may be required by the Purchaser under this Clause.

33.2 In the event that the Purchaser commences procedures for inviting tenders to provide the Services, the Service Provider shall make the TUPE Information available on request to any person who wishes to submit such a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Purchaser and for no other purpose.

33.3 Throughout the period specified in Clause 33.1 the Service Provider shall maintain and amend the TUPE Information to the extent necessary to ensure that it is complete accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE Information available in accordance with this Clause of the nature extent and content of those amendments and the reasons for which they have been made.

33.4 The Service Provider shall, if requested by the Purchaser, provide the same information relating to employees of its contractors, sub-contractors and agents where relevant to the provision of the Services and shall do its utmost to procure co-operation from such contractors, sub-contractors and agents.

33.5 In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate, and where relevant do its utmost to procure the co-operation of its contractors, sub-contractors and agents, in the orderly transfer of any relevant personnel.

33.6 The Service Provider shall indemnify the Purchaser against any and all losses, costs, expenses, awards, liabilities incurred by the Purchaser in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its sub-contractors or agents arising out of any non-compliance with TUPE.

33.7 The Service Provider gives no express indemnity nor should be taken to have given any implied indemnity whether particular to the Purchaser or jointly arising in relation to any matter connected with or arising out of the application or non application or the compliance or non compliance with TUPE.

33.8 The Service Provider shall not make any claim against the Purchaser in connection with the effect on the Contract of TUPE.

33.9 The Service Provider undertakes not to change personnel or service delivery structure during the last twelve months of the Contract other than for bona fide economic or operational reasons related to provision of the Services under the Contract including but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract.







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so produce evidence satisfactory to the Purchaser that the performance of the Contract is consistent with and in accordance with those policies.

- 39.4 The Service Provider shall be able to demonstrate that where appropriate (bearing in mind the nature of the Support Services to be provided) that those Support Services are accessible and delivered in a way that is appropriate to meet the needs of those Service Users that the Support Services are intended to benefit.
- 39.5 If required by the Purchaser the Service Provider shall prepare and monitor a plan to deliver fair and equal access to the Support Services to ensure delivery of the Support Services in accordance with Clause 39.4 above and shall make this plan available to the Purchaser upon request. The Support Service Provider shall make such reasonable changes to his plan as may reasonably be required by the Purchaser to ensure compliance with clause 39.4 above.
- 39.6 The Service Provider shall ensure that its staff are properly trained in respect of the matters detailed in this clause to ensure compliance with the Service Provider's duties relating to equality and diversity and fair access in the Contract.

**40 AUDIT OF RECORDS**

At any time upon the request of the Purchaser the Service Provider shall make available for inspection and audit all records maintained by the Service Provider in relation to Contract invoicing and pricing, and also to any incidents or occurrences related to health, safety and environmental matters. The Service Provider similarly agrees to make available all records maintained on staff recruitment and training and in respect of Criminal Records Bureau and related checks as set out in the Service Specification. The Service Provider shall allow the Purchaser full access to its premises upon reasonable request to allow such inspection or audit to take place and shall provide all reasonable facilities, resources and assistance to support this process. In this Clause the term "records" means all records in any medium (whether written, computer readable or otherwise) including accounts, data, documents, drawings and private notes about the Purchaser and all copies and extracts of them made or required by the Service Provider in the course of this Contract.

**Bracknell Forest Council**  
Adult Social Care Health and Housing  
Housing Strategy and Resources Team  
Time Square  
Market Street  
Bracknell  
RG12 1JD  
Tel: 01344 351586





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## GENERAL SPECIFICATION FOR SUPPORTING PEOPLE SERVICES

The full scope of the required support is defined in the Agreement and the Service User's Support Plan that forms an integral part of, and is in accordance with the Contract

### 1. OUR FIVE YEAR VISION:

To enable vulnerable people to live as independently as possible in ordinary housing.

### 2. LEGISLATIVE REQUIREMENTS

The Service Provider and the Supporting People Service must:

- 2.1. Comply with the Contract and provide support in accordance with the above Vision.
- 2.2. Meet all current legal requirements for health and safety (including, if appropriate, food hygiene), and other standards required by national and local government agencies and the fire service.
- 2.3. Meet current legal requirements in respect of sex discrimination, race relations, equal opportunities, and disability discrimination, employment, human rights and data protection, freedom of information and be compliant with human rights principles.

### 3. QUALITY ASSURANCE

The Service Provider will:

- 3.1. Maintain a quality assurance system to manage continuous improvement to the Support Service in response to consultation, national and local policy requirements, and within the person-centred ethos, that includes collection, monitoring and evaluation of information about the Support Service provision and which is shared with the Purchaser, upon request.
- 3.2. Comply with all of the standards within the Department for Communities and Local Government Supporting People Quality Assessment Framework (QAF) to Level B
- 3.3. Ensure that individual support plans play a central role in the quality assurance system.
- 3.4. Ensure that Service Users are appropriately involved in the provision and development of the service, staff recruitment, training and development and are able to systematically feedback their views effectively.

### 4. STANDARDS AND REGULATIONS

The Supported People Service must:

- 4.1. Ensure the safety and well being of each Service User by adopting and implementing the relevant local interagency procedures and guidelines for responding to the abuse of young people and/or vulnerable adults. This should ensure that all Service Users are able to live and receive the Support Services in an environment that is free from prejudice and safe from abuse or neglect.
- 4.2. Regularly consult with Service Users and where appropriate their families and advocates, and other stakeholders about the Support Service being provided. This should establish whether or not the



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Support Service is meeting Service Users' needs; take into account any suggestions made to improve the Support Service and inform the Purchaser of outcomes. Particular attention must be given to seeking the views of individuals who use individual forms of communication.

- 4.3 Ensure that there are robust procedures in place for Service User representation and dealing with any comments, compliments, complaints or ideas received about the Support Service, and any resulting actions taken and/or outcomes. The Service Provider will also ensure that Service Users are informed that they may make a complaint through the corporate complaints procedure, if they wish to do so. This should include the provision of information in relevant languages and other formats, and any assistance or facilities that are required to enable effective communication with Service Users to take place.
- 4.4 Have in place clear policies and procedures for confidentiality and provide copies to the Purchaser.
- 4.5 Ensure that there are clear policies in place in relation to the provision of the Support Service. The Service Provider must undertake to eradicate risk as far as is practicable, and ascertain the requirements of the Service User.
- 4.6 Meet the assessed needs of Service Users in accordance with individual Service Users' Support Plans, which should include the identification, assessment and management of risks.
- 4.7 Embrace the principles of equality of opportunity and recognise the diverse needs of individuals, and ensure that Service Users' ethnic, religious, cultural and linguistic backgrounds are understood, respected and preserved.

**5. STAFFING REQUIREMENTS**

- 5.1. The Service Provider must meet current legal requirements for staff that have contact with young people and/or vulnerable adults. The Service Provider must ensure that:
  - All applicable national minimum standards for staff recruitment, induction, training and supervision are met;
  - they take up of a minimum of two appropriate and verified references (one shall be the most recent employer) prior to employment of all staff;
  - employees are legally employed and that they are who they say they are;
  - they hold a complete CV with no unexplained gaps for all members of staff;
  - they hold copies of the appropriate Qualification Certificates for all members of staff;
  - they see originals of all documentation from employees and that they hold copies of these on file;
  - checks with the Criminal Records Bureau(CRB checks) at the level specified in Clause 7 of the Service Specification have been completed for all staff of the Service Provider who have contact with young people and/or vulnerable adults;
  - copies of current CRB checks will be provided to the purchaser at the start of the contract with copies of CRB checks for new staff being provided throughout the period of the contract;
  - CRB checks will be updated every 3 years, or more frequently if regulatory or legislative requirements in this respect change, and copies of updated CRB checks provided to the purchaser throughout the period of the contract.;
  - all newly recruited members of staff are not on the Protection of Vulnerable Adults (POVA) list, prior to them commencing employment;



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- an application is made to the Secretary of State for Health, to add the details of members of staff who have abused or neglected a vulnerable adult, to the POVA list;
- if appropriate all staff carry an up-to-date photographic identification card that should be renewed at least every three years whilst engaged in the delivery of the Support Service;
- Service Users and staff are informed that personal gifts to staff are not permitted, except small token presents.

**6. OTHER RESPONSIBILITIES OF THE SERVICE PROVIDER**

**The Service Provider will:**

- 6.1. Provide details of any formal internal or external monitoring, evaluation or review of the effectiveness of the Support Service upon request.
- 6.2. Provide upon request and in good time, accurate monitoring information in a format determined by the Purchaser that includes, as a minimum, information about occupancy, invoicing and financial matters, human resources, contract compliance, procedures for Service User representation, comments, compliments and complaints, quality assurance, Support Service development and outcomes.
- 6.3. Notify the Purchaser immediately in the event of the death, injury to, or alleged abuse of, any Service User to whom this Contract applies, or any other event that significantly affects the quality of the Support Service provided.
- 6.4. Participate as reasonably required by the Purchaser in reviews of Service Users' needs, contract reviews and Support Service meetings, ensuring that the Service User is fully involved in reviews of their Support Service.
- 6.5. Participate in Support Service Provider's forums and work, where appropriate, in conjunction with housing providers.
- 6.6. Notify the purchaser if Service Users' needs change to the extent that the Service Provider is unable to meet the assessed needs within the agreed funding or to the extent that the Service Provider does not have the appropriate staffing or expertise to maintain the delivery of the Support Service.
- 6.7. Encourage and support Service Users to live independently in the community and ensure that Service Users are aware of the purpose of the Support Service prior to the commencement of the Service.
- 6.8. Ensure that the service standards, admission criteria, application procedures, Service User's rights, reviews, facilities and Support Services provided by the Service Provider are set out in detail in the Statement of Terms and Conditions for Service Users as information for and accessible to Service Users.
- 6.9. Ensure that the Purchaser's Supporting People Commissioning Team is kept informed of key appointments, developments and changes that affect the Support Service.
- 6.10. Voluntarily participate in the local Supporting People Provider Forum or its equivalent.



ORGANISATION NAME      RESTRICTED

\_\_\_\_\_

DATE: \_\_\_\_\_      Supporting People Services

EXTENDED RFQ

**7. RESPONSIBILITIES OF THE PURCHASER**

**The Purchaser will:**

- 7.1. Notify the Service Provider of any comments, compliments, complaints or ideas that are received.
- 7.2. Work in partnership with the Service Provider to develop and improve the Support Service being provided. This will include sharing information about local or national good practice initiatives and central or local government requirements for changes to Support Service delivery.

**Bracknell Forest Council**

**Adult Social Care Health and Housing**

**Time Square**

**Market Street**

**Bracknell**

**RG12 1JD**

**Tel: 01344 352000**

**Further Information**

*If you require further information about this Contract, you should contact, in the first instance:*

Housing Strategy & Resources Manager  
Adult Social Care Health and Housing  
Bracknell Forest Borough Council  
Time Square  
Market Street  
Bracknell RG12 1JD

Tel: 01344 351586