



Single Person and Childless Couples Homeless Prevention Support Service

Invitation to Tender

15th January 2016

Reference Number

SPCHPS2016

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Glossary

Award Questionnaire	means the Award Questionnaire in Attachment 3
Award Stage	means the part of the evaluation process described in paragraph 13 of this ITT
Commencement Date	means the Contract start date
Consensus marking	means the evaluation procedure described in paragraph 11.2 of this ITT
Council	means Worcester City Council
Invitation to Tender or ITT	means this Invitation to Tender document
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union
Potential Provider	the economic operator (typically a organisation or a similar legal entity) that is submitting a Tender
Price Evaluation Process	means part of the Award stage used to evaluate the price tendered by the Potential Provider
Price Score	means the score awarded to the Potential Provider at the conclusion of the price evaluation calculated in accordance with paragraph 13.4
Procurement	means the process used to establish an a Single Person and Childless Couples Homeless Prevention Support Service Contract as described in the OJEU Contract Notice
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation Process calculated in accordance with paragraph 13.3
Regulations	means the Public Contracts Regulations 2006 (located at http://www.legislation.gov.uk/ukxi/2006/5/contents)
Selection Questionnaire	means the Selection Questionnaire set out in Attachment 2
Specification	means the Council's requirements in relation to the Service as set out in Attachment 1
Standstill Period	means the 10 day pause between contract award decision and the formal award of the contract
Statement of Price	means the Potential Provider's formal price offer
Successful Provider	means the Potential Provider appointed under this Contract
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender
Tender Clarifications Deadline	means the time and date set out in paragraph 4 for the latest submission of clarification questions
Tender Submission Deadline	means the time and date, as set out in paragraph 7.3, by which your submissions must be submitted and received.

1. INTRODUCTION

- 1.1 Worcester City Council is inviting Tenders from Potential Providers for the delivery of homelessness prevention focussed support for single people and childless couples across Worcestershire. Worcester City Council will manage the funding on behalf of Malvern Hills, Wychavon, Wyre Forest, Bromsgrove and Redditch district and borough councils.
- 1.2 This ITT contains the information and instructions that Potential Providers would need to consider when submitting a compliant Tender. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of the Tender from this Procurement.
- 1.3 The Council is managing this Procurement in accordance with its general obligations under the Regulations, and specifically in accordance with the open procedure (Regulation 27, the Public Contracts Regulations 2015).
- 1.4 To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates in the Tender documents is accurate at all times as the Council will not be under any obligation to use any other point of contact.
- 1.5 The Council reserves the right not to accept any of the Tenders received.

2. BASIS OF THE TENDER

- 2.1 The successful Provider will be responsible for carrying out at its expense all activities and operations necessary for the satisfactory delivery of the Contract in accordance with the Specification, Potential Provider's Proposal, Statement of Price, and the Terms of Contract. In the event of any conflict between the Council's Terms of Contract and the Successful Provider's own conditions of contract, the Council's Terms of Contract shall prevail.
- 2.2 The Contract will start on 1st April 2016 with the launch of the new service.
- 2.3 The duration of the Contract will be for 2 years from the Commencement Date of 1st April 2016 with the potential to extend up to a further 1 year.

3. Confidentiality and Information Governance

- 3.1 All information supplied to you by the Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your quotation) unless the

information is already in the public domain or is required to be disclosed under any applicable laws.

- 3.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a quotation. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Council has given express written consent to the relevant communication.
- 3.3 This ITT and its accompanying documents shall remain the property of the Council and must be returned on demand.
- 3.4 The Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your quotation, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Council. The Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with the appointed Provider's performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Council in accordance with such rights reserved by it under this paragraph.
- 3.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Council (together the "**Disclosure Obligations**").
- 3.6 You should be aware of the Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Council under the Disclosure Obligations, unless the Council decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 3.7 If you wish to designate information supplied as part of your quotation or otherwise in connection with this procurement exercise as confidential you must provide clear and specific detail as to:
 - the precise elements which are considered confidential and/or commercially sensitive;
 - why you consider an exemption under the FOIA or EIR would apply; and
 - the estimated length of time during which the exemption will apply.
- 3.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this

Procurement Process you agree that the Council should not and will not be bound by any such markings.

- 3.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your quotation, that all information is provided to the Council on the basis that it may be disclosed under the Disclosure Obligations if the Council considers that it is required to do so and/or may be used by the Council in accordance with the provisions provision of this ITT.
- 3.10 Tenders are also submitted on the condition that the appointed Provider will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Council’s instructions and will not use such personal data for any other purpose. The appointed Provider will undertake to process any personal data on the Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

4. PROCUREMENT TIMETABLE

Indicative Dates

1	OJEU Notice Placed	15 th January 2016
2	Tender Clarifications Deadline	29 th January 2016
3	Closing date for submission of Tenders	12 th February 2016
4	Contract Award	w/c 15 th February 2016
5	Notify successful Provider	w/c 15 th February 2016
6	Notify unsuccessful Potential Provider	w/c 15 th February 2016
7	10 Day Standstill Period	19 th February – 29 th February 2016
8	Mobilisation Period	29 th February- 1 st April 2016
9	Contract Start Date	1 st April 2016

N.B. Please note the Council reserves the right to amend this time-table and steps 4 - 9 are provided for indicative purposes only.

5. TENDER RESPONSE INSTRUCTIONS

You are requested to return an email of acknowledgement to procurement@worcester.gov.uk to confirm your participation as soon as possible.

6. QUESTIONS AND CLARIFICATIONS

- 6.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable set out in paragraph 4).
- 6.2 Any clarifications relating to this ITT must be emailed to procurement@worcester.gov.uk
- 6.3 The Council will not enter into exclusive discussions regarding the requirements of this Procurement with Potential Providers.
- 6.4 To ensure that all Potential Providers have equal access to information regarding Clarifications of this Procurement, the Council will email all its responses to questions raised by any Potential Providers to all Potential Providers.
- 6.5 If a Potential Provider wishes to ask a question or seek clarification without the Council revealing the question and the answers to other Potential Providers then the Potential Provider must notify the Council and provide its justification for withholding the question and any response. If the Council does not consider that there is sufficient justification for withholding the question and the corresponding response, the Council will invite the Potential Provider to decide whether;
- 6.5.1 the question/clarification and the response should in fact be issued to all Potential Providers; or
- 6.5.2 it wishes to withdraw the question/clarification.

7. RETURN OF TENDER DOCUMENTATION

- 7.1 All documentation must be submitted in a ring binder. Please submit three (3) copies and one (1) electronic copy (memory stick).
- 7.2 The completed Tender and all additional supporting documentation must be placed in a securely sealed envelope with no indication of the sender and must be clearly marked as follows;

**Single Person and Childless Couples Homeless
Prevention Support Services
Tender Reference SPCHPS2016**

- 7.3 Tenders must be sent by post or delivered by hand to;

The Committee Section
Worcester City Council
Guild Hall
Worcester
WR1 2EY

by no later than **12.00 noon** on **12th February 2016**. No Tender will be considered if it reaches the Council after 12 Noon on this date.

7.4 Tenders submitted by fax or other electronic means will not be considered.

8. TENDER VALIDITY PERIOD

8.1 A Tender must remain valid and capable of acceptance by the Council for a period of 180 days following the submission Deadline. A Tender with a shorter validity period may be rejected.

9. INSTRUCTIONS FOR COMPLETING THE TENDER

9.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a fully compliant Tender.

9.2 Any incomplete or incorrect submissions may be deemed non compliant, and as a result Potential Providers may be unable to proceed further in the procurement process.

9.3 Potential Providers are strongly advised to read through all documentation first to ensure complete understanding of how to submit a fully compliant Tender.

9.4 A fully compliant Tender requires each of the following documents to be completed and submitted to the Council;

9.4.1 SELECTION QUESTIONNAIRE

This questionnaire gathers basic information about the Potential Provider and further information regarding a Potential Provider's financial standing and ability to provide the Service. **Potential Providers must complete all questions.**

9.4.2 **POTENTIAL PROVIDER'S AWARD PROPOSAL** comprising of questions which gather information regarding the Potential Provider's proposal to enable the Council to perform the Quality Evaluation. **Potential Providers must complete all questions.**

9.4.3 **STATEMENT OF PRICE** requires the Potential Provider to submit a price to enable the Council to perform the Price Evaluation.

9.4.4 A signed **DECLARATION OF COMPLIANCE(S)** assures the Council that the Potential Provider (including its sub-contractors and/or consortium members), have competed fairly during this Procurement. A separate Declaration of Compliance should be completed, printed and signed by each member of the Potential Provider's consortium and/or any of its named sub-contractors. A scanned copy of the signed original certificate should be reattached in Adobe PDF file format;

9.5 The Selection Questionnaire and Potential Provider's Award Proposal are both about providing evidence against which your organisation will be assessed. All public sector organisations need to demonstrate a fair and accountable process for selecting applicants with the resulting requirement of asking questions ranging from purely administrative to case studies that demonstrate an applicant's ability and experience. We have done our best to not overload your organisation with unnecessary or irrelevant

questions, so please do not be put off by the detail required by these questionnaires.

- 9.6 Unless specifically requested to supply copies of documents, please respond as appropriate. All enclosures and supporting documents must be clearly marked with the name of your organisation, the section and question to which it relates and must be submitted at the end of the Selection Questionnaire and Award Proposal in numeric order.
- 9.7 The Selection Questionnaire and Potential Provider's Award Proposal must be fully completed. All questions must be fully answered; it is not enough to cross-refer to earlier or other questions. If a question is not relevant – such as questions about type of organisation – then enter NOT APPLICABLE, rather than leaving blank.
- 9.8 Please do not include general marketing or promotional material from your organisation as answers to any of the questions unless specifically requested to do so.

10. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND CONSORTIA)

- 10.1 It is important that the Tender is completed accurately to enable the Council to establish a full understanding of the proposed approach to the provision of the Service.
- 10.2 The Tender must be completed in the name and 'voice' of the economic operator (typically a company or similar legal entity) that will ultimately enter into a Contract with the Council and therefore assumes liability for performance of the Contract (the "**Potential Provider**").
- 10.3 With the exception of Sub-Contractors identified in the ITT Response, no organisation other than the Potential Provider will be able to provide the Service as specified in this ITT, whether group company, subsidiary, parent company, holding company, associated company, franchisor, fellow franchisee, strategic partner or organisation in any other relationship whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the ITT Response.
- 10.4 When responding to the Council's ITT, the Potential Provider should give examples of its own experience and capability to demonstrate its ability to provide the Service in accordance with the requirements of this ITT.
- 10.5 Whilst the Council is happy to receive Tenders from economic operators collaborating as a consortium or sub-contracting elements of its obligations, the Council reserves a right to reject submission of more than one Tender from the group of companies under 'control' of the same parent company. Control shall be understood as defined under sections 450 and 1124 of the Corporation Tax Act 2010. Where consortium or sub-contracting arrangements are being adopted the following guidance set out in this paragraph must be followed.

10.6 Sub-Contracting Proposals

10.6.1 If a Potential Provider needs to rely on the capability and/or experience of one or more Sub-Contractors in its Tender to demonstrate the Potential Provider's ability to provide the Service in accordance with the requirements of this ITT it must inform the Council in its Tender. A Potential Provider using this approach should indicate that it is a 'prime contractor' for the purposes of responding to the relevant question(s) in the Selection Questionnaire.

10.6.2 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the particular sub-contractor and explain the Sub-Contractor's capability and experience as the context of the question requires.

10.6.3 The Council does not require all Sub-Contractors be disclosed. It only requires a Potential Provider to disclose those Sub-Contractors who directly contribute to the Potential Provider's ability to meet its obligations under the Contract. There is no need to specify those Sub-Contractors providing general services to the Potential Provider (such as lawyers, cleaners etc) that indirectly enable the Potential Provider to perform the Contract.

10.7 Consortium Proposals

10.7.1 If a group of economic operators wish to act jointly to provide the Service they may do so:

10.7.2 With all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract. Please note that in accordance with Regulation 28 the Council may require the consortium to form a single legal entity for the purpose of concluding the Contract; or

10.7.3 Using a separate entity (often referred to as a special purpose vehicle or "**SPV**") who will ultimately enter into a Contract with the Council. Please note that if the SPV does not yet exist or has a limited trading history it is likely that the consortium members will need to nominate a guarantor for the SPV's performance of the Contract.

10.7.4 The consortium should nominate one of its members to lead the bidding process. If the SPV exists, then the SPV should lead and complete the Tender in its name and 'voice'. If the SPV does not yet exist or the consortium plans to collaborate on a joint and several basis, then it should nominate a lead consortium member. The lead member will be treated as the "**Potential Provider**" by the Council for the purposes of this ITT and to communicate with the consortium.

10.7.5 Where the Potential Provider relies on the capability and/or experience of one or more consortium members in its Tender to demonstrate the consortium's ability to provide the Service in accordance with the requirements of the ITT and the Contract it must inform the Council in its Tender.

10.7.6 A Potential Provider's Tender must clearly identify in response to any question, when it is relying on another consortium member, the name of the particular consortium member and explain the consortium member's capability and experience as the context of the question requires.

10.7.7 The Potential Provider shall clearly set out the structure of the consortium in accordance with the requirements of the ITT.

10.7.8 The Declaration of Compliance must be made on behalf of all consortia members collectively i.e. all members have read, understood and agreed unconditionally to the conditions set out in Attachment 5 Declaration of Compliance.

10.7.9 Potential Providers shall note that once a consortium bid has been submitted the decision of any consortium member to withdraw from the process shall result in the rejection of the entire consortium bid.

10.8 **Queries**

It is difficult for these instructions to deal with all potential consortium and sub-contracting scenarios. If a Potential Provider is unsure how to classify and communicate its contracting arrangements in its Tender, then it should contact the Council at the earliest opportunity in accordance with paragraph 6 (Questions and Clarifications).

10.9 **Changes to the Contracting Arrangements**

The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to occasional change. Potential Providers should therefore respond in the light of such arrangements as are currently envisaged. Potential Providers are reminded that any future change in relation to the consortium membership and sub-contracting arrangements must be notified to the Council at the earliest opportunity. The Council will make a further assessment of the Tender by applying the selection criteria and/or award criteria to the new information provided.

10.10 **Declaration of Compliance**

At Post Award Stage the Council requires the successful Potential Provider to confirm that each Sub-Contractor and/or consortium member named in the Tender has read, understood and complied with the statements contained within Attachment 5 (Declaration of Compliance). This provides the Council with assurance that statements made by or in relation to the Sub-Contractors and/or consortium members are accurate and that they have participated in this Procurement in accordance with the terms of this ITT.

11. **OVERVIEW OF THE EVALUATION PROCESS**

11.1 Paragraphs 11, 12 and 13 set out and explain the procedures, stages and process by which the Council will assess a Potential Provider's Tender. The evaluation procedure is divided into two key stages;

11.1.1 **Selection Stage Evaluation (Pass / Fail)**

The Council will assess responses to the Forms in Selection Questionnaire in accordance with paragraph 11.2 below.

Tenders that do not meet the selection criteria at the Selection Stage will be disqualified from further consideration in this Procurement and will not be evaluated at the Award Stage.

11.1.2 **Award Stage Evaluation (100%)**

The maximum score capable of being achieved by a Potential Provider will be 100 points (being the sum of the scores achieved for Quality Evaluation and the Price Evaluation).

QUALITY EVALUATION	80%
	<u>N.B.</u> Please note that the Council will disqualify Potential Providers that score three or more 1s or 2s in response to the quality criteria questions in the Potential Provider's Award Proposal (Attachment 3) and as listed in paragraph 12.3.
PRICE EVALUATION	20%
MAXIMUM POSSIBLE SCORE	100%

The Council will assess;

i. The Potential Provider's Award Proposal (80%)

N.B. Please note that the Council will disqualify Potential Providers that score three or more 1s or 2s in response to the quality criteria questions in the Potential Provider's Award Proposal (Attachment 3) and as listed in this paragraph 12.3.

ii. Statement of Price (20%)

11.2 Group Consensus Marking Procedure

11.2.1 Tender responses in the Selection Questionnaire and the Potential Provider's Award Proposal will be evaluated by a panel of Council Officers who will come to a consensus score for each Tender

12. SELECTION STAGE EVALUATION

12.1 Part 1 - Compliance Checking

Prior to commencing the formal evaluation process, Tenders will be checked to ensure they are compliant with the requirements of this ITT. Any non-compliant Tenders may be rejected by the Council without proceeding to the next stage of the evaluation.

12.2 Part 2 – Selection Questionnaire (Attachment 2)

Section A	Organisation and Contact Details
Section B	Grounds for Mandatory Rejection
Section C	Grounds for Discretionary Rejection
Section D	Insurance
Section E	Equal Opportunities
Section F	Health and Safety
Section G	Policy and Procedures
Section H	Business Continuity
Section I	Quality Assurance
Section J	Financial Information
Section K	Technical and Professional Ability
Section L	Capacity to Deliver the Programme to the Required Timescales

12.3 **Section B - Grounds for Mandatory Rejection**

12.3.1 In certain circumstances the Council is required by the Regulations to exclude Potential Providers from participating in this Procurement. If a Potential Provider cannot answer 'No' to every statement in Section B (Mandatory Grounds for Rejection) its Tender **will be** rejected and disqualified from further participation in this Procurement.

12.4 **Section C - Grounds for Discretionary Rejection**

12.4.1 The Council is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to questions in Section C (Discretionary grounds for rejection) apply. If a Potential Provider cannot answer 'No' to every statement it is possible that its Tender will be rejected and disqualified from further participation in this Procurement. If any of the statements do apply, the Potential Provider should set out the full facts of the relevant incident and any remedial actions taken. The information provided will be taken into account by the Council in considering whether or not the Tender will be permitted to proceed any further in this Procurement.

12.5 **Section J - Economic and Financial Standing Regulation 24**

12.5.1 The information a Potential Provider submits in Section J of the Selection Criteria will be used to carry out an assessment of its economic and financial standing.

12.5.2 The Council may seek evidence relating to the questions in Section K of the Selection Criteria if required and we reserve the right to use the services of an independent third party to assess your financial standing/appraisal.

12.5.3 The Potential Provider is also required to provide;

- 12.5.3.1 a copy of its audited accounts for the last two years
- 12.5.3.2 a statement of its turnover, profit & loss account and cash flow for the most recent year of trading

12.5.3.3 a statement of its cash flow forecast for the current year and a bank letter outlining the current cash and credit position

12.5.4 The Council will then use the information described in paragraph 12.5.3, to assess whether the organisation's financial risk is high.

12.5.5 If the Council determines (in accordance with paragraph 12.5.3 that the financial risk is determined as being low the Potential Provider will be allocated a 'pass'

12.5.6 If the Council determines (in accordance with paragraph 12.5.3) that the financial risk is determined as being high, then the Tender will be allocated a 'fail' and will be disqualified from further involvement in this Procurement.

12.5 **Sections E, F, G, H, I, J, L**

The evaluation of each Potential Provider's response to Sections E, F, G, H, I, J, L of the Selection Questionnaire will be conducted and will be consensus marked in accordance with the Consensus Marking Procedure in paragraph 11.2.

13. **AWARD STAGE EVALUATION**

13.1 Tenders successfully completing the Qualification Stage evaluation as described in paragraph 12 will be subject to further evaluation in accordance with this paragraph 13.

13.2 The Award Stage evaluation will comprise of:

i. Quality Evaluation (80%)

(a) An evaluation of Potential Providers answers to the Award Questionnaire

(b) Disqualification

Please note that the Council will disqualify Potential Providers that score three or more 1s or 2s in response to the quality criteria questions in the Potential Provider's Award Proposal (Attachment 3) and as listed in paragraph 13.3.

ii. Price Evaluation (20%)

An evaluation of the price tendered

13.3 **Quality Criteria (80% of the Total Tender Score)**

The Quality evaluation shall be based on the following quality criteria as follows:

Quality Criteria (100% will be converted to 80% of the total Tender Score)	Weighting
<u>Ethos and Vision</u>	10%
<u>Experience of working with vulnerable adults</u>	10%
<u>Staffing of Service</u>	10%
<u>Proposed Service Delivery</u>	10%
<u>Geographic Reach</u>	10%
<u>Customer Involvement</u>	10%
<u>Accommodation</u>	10%
<u>Safeguarding</u>	10%
<u>Mobilisation</u>	10%
<u>Contract Management</u>	10%
TOTAL	100%

Scoring will be applied by evaluators with reference to the table below:

Assessment	Score	Quality Scoring Gauge
Excellent	5	Proposal meets the required standard in all material respects and exceeds most of the major requirements.
Good	4	Proposal meets the required standard in all material respects and demonstrates a good understanding of the requirements
Acceptable	3	Proposal meets the required standard in all material respects.
Minor Reservations	2	Proposal falls short of achieving expected standard in a number of identifiable respects.
Serious	1	Proposal significantly fails to meet the standards

Reservations		required, contains significant shortcomings or is inconsistent with other proposals.
Unacceptable	0	Completely fails to meet required standard or does not provide a proposal.

N.B. Please note that the Council will disqualify Potential Providers that score three or more 1s or 2s in response to the quality criteria questions in the Potential Provider's Award Proposal (Attachment 3) and as listed in this paragraph 13.3.

13.4 Price Evaluation

All Tenders will be scored on a comparative basis with the lowest price receiving 100% of the available marks. All other Tenders will be compared to that highest tendered price on a pro rata basis.

13.5 Final Score

The price and quality scores will be added together to produce a final evaluation score for each Potential Provider.

14 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE).

14.1 As these services are currently operated by providers who directly employ their own staff it is possible that TUPE may apply. Tenderers are advised to seek independent professional advice on the applicability of the Transfer of Undertakings (Protection of Employment) Regulations.

14.2 The Council make no assurances or assumptions as to the likely effect of the Regulations on the contract resulting from this tender process.

14.3 Tenderers are to form their own views as to whether the Regulations apply before submitting tenders. Tenderers must bid on the basis of the view they take.

15 Contract of services

15.1 The Successful Provider will be required to enter into a contract for the provision of the services. A draft contract is set out in Attachment 6. Please indicate as part of your tender submission any proposed additions or variations to the contract that you would like the Council to consider.

Attachment 1

SPECIFICATION

SERVICE SPECIFICATION FOR THE PROVISION OF SINGLE PERSON AND CHILDLESS COUPLES HOMELESS PREVENTION SUPPORT SERVICES

1.0 Introduction

1.1 The Service Specification sets out the minimum requirements in respect of the provision of a Single Person and Childless Couples Homeless Prevention Support Service across Worcestershire. This Service is being commissioned by Worcester City Council (henceforth known as "The Council") on behalf of the district/borough local authorities across Worcestershire: Worcester City, Bromsgrove, Malvern Hills, Redditch, Wyre Forest and Wychavon.

1.2 This schedule specifies the requirements of the Services to be provided.

1.3 Service specification has been designed to meet the needs of the Single & Childless Couples Homeless population across the county of Worcestershire. For a county of the geographic and population size of Worcestershire, we have a challenging homeless population in size and needs. At the end of Quarter 2 2015, 125 customers were in service in the Ring Fenced Public Health Grant Services. These customers included those who needed emergency accommodation after rough sleeping as well as floating support within the community. The rough sleeper population continues to be an issue with 44 people estimated to be sleeping rough across Worcestershire in 2014.

1.4 The Service will be for single people and childless couples across Worcestershire who are at risk of rough sleeping. It is expected that the service will be prevention focussed.

1.5 The successful provider will deliver a service that supports people to live a richer and more fulfilled life, including but not limited to having the skills and confidence to maintain a tenancy, access to education and training, improved physical and mental wellbeing and ultimately employment.

1.6 The service being commissioned will be for a period for 2 years with an option of extending 1 further year dependent of funding settlements.

1.7 The Council reserves the right to renegotiate the contract with the successful provider if funding settlements received are amended over the course of the contract for services procured. The Council reserves the right to terminate the contract should it be required.

2.0 SERVICE DESCRIPTION

2.1 Aims and Objectives

This new service has ambitious aims to meet the needs of single people and childless couples at risk of homelessness:

2.1.1 To prevent and relieve street homelessness in the Worcestershire County area and the visual / social impact of this.

2.1.2 To prevent single people and childless couples from becoming entrenched rough sleepers

2.1.3 To ensure that a joined up comprehensive service is provided that results in customers being ultimately housed in long term suitable accommodation

2.1.4 To provide tenancy related support to those who are at risk of rough sleeping

2.1.5 Provision of short term outcome focussed services that address the underlying causes and reasons for homelessness that a customer presents with

2.1.6 To stop the “revolving door” for individuals who regularly access homeless services across the county.

2.1.7 To prevent avoidable admission to social and primary care services.

2.1.8 To support the elimination of street begging and drinking

2.1.9 To support the reduction in anti-social and offending behaviour

2.1.10 To reduce the overall cost of homelessness to the state and the public purse

2.1.11 To work with stakeholders to ensure there are adequate levels of both direct access and move on accommodation for customers to the service.

3.0 Link to Legislation and Strategies

3.1 The development of integrated services for health and social care has been a policy goal for many years. The Health & Social Care Act 2012, the Care Act 2014 and the development of the single pooled budget for the Better Care Fund have all emphasized closer integration of health and social care and other relevant local government services including housing.

The service will support the following:

3.2 The Care Act 2014

The Care Act aims to improve people’s independence and wellbeing. Local authorities must provide or arrange services that help prevent people developing needs for care and support or delay people deteriorating such that they would need on going care and support.

3.3 Worcestershire Wide Strategies: Housing is important to everybody and is essential to achieving a good quality of life. This may mean something different to each of us and may vary throughout our lives but generally involves a safe, secure and affordable home with the right support. It is true that many people are able to solve their own housing issues without help and support from the councils and other agencies but the Worcestershire Housing and Homelessness strategies are about providing the right type of housing and support to those who need assistance.

3.4 Worcestershire Housing Strategy 2010 – 15 Vision - “The right home, at the right time, in the right place”

3.5 Worcestershire Homelessness Strategy 2012-2017 Vision - “To ensure that everyone has access to a place that they can call home, where they can close their door and feel safe”

3.6 Worcestershire Health & Well Being Strategy 2013-2016 Vision – “Worcestershire residents are healthier, live longer and have a better quality of life, especially those communities and groups whose health is currently poorest.”

3.7 Worcestershire Integrated Care and the Better Care Fund Plan

- Better Experience for service user, families and carers
- Service Users, families and carers at the centre
- Looking after ourselves and each other
- Care centred around your GP practice and the community
- Focus on Communities with the poorest health

4. Target Group

4.1 The Provider shall provide outreach support to people aged over 18.

4.2 The Provider shall provide support to any single person or childless couple who are found to be homeless in the Worcestershire County area, or who is living in their own accommodation within area but who is at serious risk of becoming street homeless and who requires support to maintain this accommodation which cannot be provided by other prevention services.

4.3 People being supported will be homeless or at risk of becoming homeless who will have varied needs, much of the focus of this brand new service will be aimed at prevention of homelessness at the initial contact. By ensuring we support people who are at risk of eviction, to maintain their tenancy we will prevent the individuals developing higher, more complex needs which may be more difficult to solve and which ultimately may lead to tenancy break down and rough sleeping.

4.4 The Provider will play a key part in the delivery of the county wide No Second Night Out (NSNO) protocol. It is also expected that the provider will ensure the promotion of the service and dissemination of outcomes and best practice with stakeholders both within the county and across the country.

4.5 The Provider will support the individual to access mainstream services, however, the service shall actively engage with the person until a robust support mechanism is sustained to enable the person to manage in independent accommodation.

4.6 The Provider shall be proactive in encouraging the engagement of people who are reluctant to engage with Services. Understanding and dealing with challenging behaviour will be key requirements of the Service.

4.7 The Provider shall be actively involved in supporting the Severe Weather Emergency Provision (SWEP) each winter across Worcestershire. Please refer to Appendix A for current SWEP.

4.8 The Provider will ensure resources are to be targeted at those newly arrived to the streets. Entrenched Rough Sleepers are to receive a “light touch” service until ready to engage with more preventative services that will support them from the streets and into long term accommodation.

4.9 The Provider will work with the six Worcestershire district local authority housing options team to provide a streamlined proactive service for people at risk of rough sleeping who approach the respective teams.

5.0 Service Model;

5.0.1 The successful provider will be expected to deliver the following services for single homeless people and couples across the county. The service will focus on prevention activity first and foremost while still ensuring support is in place for those who have experienced homelessness. The Council also believes that those who have experienced homelessness can play a vital role in both developing services and supporting people currently at risk of homelessness, as such the service will see the launch of a peer to peer mentoring. All parts of the service specification will be expected to be met and providers are required to provide information on how they will meet each part of the service specification as part of the tender application

5.0.2 The service will work in partnership with local borough/district Housing Options Teams and will ensure that these teams are the gateways into service. Each local authority will be the fund holder for a Private Rented Sector Tenancy Access Service. The service will work in accordance with the Worcestershire Re-connection Policy and the Worcestershire No Second Night Out (NSNO) Standard.

5.0.3 The successful provider will be expected to ensure that barriers to a diverse range of accommodation options is prevented and that a range of both direct access and move on accommodation is available and suitable to meet the needs of customers accessing the service.

5.1 Single Point of Access for all individuals at risk of homelessness

5.1.1 Development of a working protocol between provider and Housing Options Teams for referral and assessment of those at risk of homelessness and to ensure comprehensive data is kept and reported back to appropriate housing option team on a quarterly basis.

- 5.1.2 A robustly managed entry and exit point for all customers via Housing Options Teams across Worcestershire.
- 5.1.3 Assessment and referral will be undertaken at point of entry by the Housing Options Teams. Referrals will be made to appropriate service/s and/or support provision to meet customer needs and this may include the need for accommodation. The point of entry for referrals will sit with each local authority Housing Options Team, with a focus on early intervention and prevention.
- 5.1.4 A countywide, clear and integrated, pathway will be developed working alongside statutory services such as health services, criminal justice system and other stakeholders.
- 5.1.5 The Single Point of Access will ensure the implementation of the “No Wrong Door” concept. The No Wrong Door Concept ensures customers will be able to access the right service, at the right time for their needs.
- 5.1.6 Integration alongside existing borough/district council housing options team and prevention services
- 5.1.7 Ensuring fair entry and exit for customers
- 5.1.8 To ensure fair access for customers across the county, the service will be required to ensure service delivery across the county.

5.2 No Second Night Out Outreach Service

- 5.2.1 The successful provider will be the key delivery partner of the countywide No Second Night Out protocol (Appendix C) and will ensure that the service is accessible 24 hours a day for 365 days of the year. Each local and borough local authority has a budget to support access to accommodation as part of NSNO arrangements that will be used to support this element of service delivery. This is currently £30 per night per person.
- 5.2.2 Delivery of prompt interventions that will enable people to access support services
- 5.2.3 The focus of rough sleeper outreach will be to work with those who newly arrive to the street. The service will provide clear rapid intervention that prevents prolonged periods of rough sleeping
- 5.2.4 To work in partnership with statutory and non statutory services to reduce the number of rough sleepers across the county with a performance target to be set annually.
- 5.2.5 To work in partnership with enforcement agencies.
- 5.2.6 To provide a flexible and assertive approach to supporting rough sleepers

- 5.2.7 Ensuring reconnection to point of origin for those with no local connection to the residing local authority
- 5.2.8 The successful service provider will deliver the countywide Severe Weather Emergency Protocol (SWEPE) during the winter months. The respective local authority will be able to provide funding to support emergency accommodation. This is currently between £20 and £25 per night per person dependent on the local authority.

5.3 Homeless Prevention Support

- 5.3.1 The focus of this commissioned service will be to provide prevention activity and consequently resources must be targeted in line with this expectation.
- 5.3.2 The service is expected to provide support to individuals at the earliest opportunity to prevent tenancy breakdown or to prevent homelessness from other causes.
- 5.3.3 Short term outcome focussed community based support will be provided to individuals to prevent the risk of tenancies ending
- 5.3.4 Ensure individuals are diverted away from statutory services where appropriate.
- 5.3.5 Integrated pathways are developed and embedded across the county to ensure all stakeholders understand and can access prevention services.
- 5.3.6 Working in partnership with Registered Providers, Housing Options Team and other providers to develop an early warning system that triggers referral to prevention service provision
- 5.3.7 Intensive short term interventions that will support an individual to remain in current tenancy
- 5.3.8 Where appropriate, a tenancy relations service will be offered between a landlord and tenant to ensure tenancy sustainment. It is expected that support such as outlining tenancy rights and responsibilities and payment plans will be delivered.
- 5.3.9 Signposting to specialist tenancy advice and guidance services.
- 5.3.10 Service delivery will be at times and places to meet customer need.
- 5.3.11 Homeless prevention support will work in conjunction with other homeless prevention pathways that operate across Worcestershire, this includes the Homeless Patient Pathway and Prison Transition project launched in early January 2016.

5.3.12 The causes of homelessness can often be complex, including relationship break down, death of a family member or partner, domestic abuse, family estrangement. The service is required to be flexible and be able respond to customer need at the point of entry.

5.3.13 The maximum length of service delivery is limited to 3 months per customer except in exceptional circumstances to be agreed by relevant local authority.

5.4 Tenancy Ready Floating Support

5.4.1 There is a requirement that the successful service provider will be able to provide a range of tenure options for single people and childless couples at risk of rough sleeping. The Council will not be prescriptive on types of tenure but this must be county wide.

5.4.2 Intensive support to those living in emergency or temporary accommodation

5.4.3 Needs based service delivery to those who have recently experienced homelessness

5.4.4 Outcome focussed support and via comprehensive needs assessment and support plan

5.4.5 Robust and structured support through a tailored “tenancy ready” training programme which is recognised by Registered Providers and Local Authority Rent Deposit Schemes etc.

5.4.6 Delivery of a Private Rented Sector (PRS) ready training programme. It is expected that once a customer has completed this training programme then they will be referred to the PRS access scheme at the local authority in which the local connection is held.

5.4.7 Specialist mental health provision must be accessed if required and provided to customers who require it

5.4.8 The successful provider is expected to have access to adequate levels of accommodation to meet the needs of those requiring direct access accommodation.

5.4.9 The maximum length of service delivery is limited to 6 months whilst the customer is living in emergency or temporary accommodation, except in exceptional circumstances to be agreed by relevant local authority. This will support move on arrangements to be planned for and arranged. Once rehoused, any further support required should be provided by the homeless prevention support element of the service.

5.5 Peer to Peer Advice and Guidance

- 5.5.1 Design and delivery of a toolkit that will allow direct peer to peer mentoring for homeless individuals
- 5.5.2 A programme of activities designed, led or delivered by people who have a personal experience of homelessness.
- 5.5.3 Provision of structured training and support for customers who wish to develop peer mentoring skills.
- 5.5.4 Accredited training where appropriate and achievable
- 5.5.5 Robust assessment and pathways development for customers who would benefit from peer to peer advice and guidance
- 5.5.6 Customer and volunteers will be protected via robust safeguarding and risk management
- 5.5.7 The maximum length of service delivery is limited to 6 months per customer except in exceptional circumstances to be agreed by relevant local authority.

6 Geographical coverage

6.1 The service will be expected to meet the needs of single and childless couple homeless people across the county. Although The Council does not wish to be prescriptive on location of accommodation / office base, it is expected that the provider will ensure equality of access across Worcestershire and details of how this will be achieved must be included in the provider tender submission.

7 The Service days of operation and hours

7.1 The Council do not wish to be prescriptive on the hours of operation as the provider should demonstrate how staffing availability will follow expected customer need. It expected that the successful provider will undergo consultation with customer and stakeholders on a minimum of a bi-annual basis on hours of operation.

8 Partnership working

8.1 The Provider will be expected to work in partnership with a range of statutory and non statutory partners across Worcestershire, including but not limited to: local authorities Housing Options Teams, Probation and Community Rehabilitation Companies, NHS Primary Health Care Trusts, Mental Health Trust, voluntary sector providers, Police and Ambulance services, voluntary sector partners, Registered Providers and private landlords

8.2 The provider will work with local authorities across Worcestershire to develop and promote an agreed set of working principles for homeless services to deliver a unified and consistent agency approach to addressing the needs of homeless people. The service will champion the approach and be the key voluntary sector partner in

ensuring that these are shared across the county encouraging and supporting other services to sign up to the principles.

8.3 The Provider shall participate in information sharing through various forums established to support the Worcestershire Homelessness Strategy, including the Countywide Homelessness Forum, the “Critical 10” Forum, Accommodation Providers Forum, Early Help and Intervention Forum, key local meetings.

8.4 The Provider shall participate in clinical meetings and liaise directly with Mental Health professionals as necessary. It should co-ordinate case conferences where it is best placed to be the lead agency for any particular customer. Where local arrangements are established addressing vulnerable person issues, these should be utilised by the provider e.g. Wyre Forest Vulnerable Adults Panel.

8.5 The provider will develop a working protocol (how to pass on referrals/ people being supported) between its service and the work of the Mental Health Trust. A key component will be ensuring that customers get the Mental Health support they require.

8.6 The Provider shall establish clear systems for information sharing for customers to ensure robust support planning and appropriate risk management.

8.7 The Provider shall play a key part in assisting the Council to identify sources of accommodation for SWEP across the winter months.

9. Support Planning and Risk Management

9.1 The provider is first and foremost expected to work in partnership with the customer to deliver a service that meets the needs of the individual and not the provider. The provider will work in partnership with the customer to set achievable goals and outcomes to support the customer to achieve their hopes and aspirations while in service.

9.2 The service will follow a “No Rejections” ethos. When an appropriate referral is made then the provider is expected to ensure the customer is given a service that meets their needs for that time in the life, this will be called the “single service offer”. A comprehensive list is to be kept and sent to The Council outlining when a customer did not receive a service after referral, reason for rejection and service signposted to. The Council reserves the right to insist on acceptance of service if it is considered that the service can meet the needs of the customer. If agreement cannot be reached the Council will follow a dispute resolution pathway.

9.3 The provider will have robust safeguarding measures in place to ensure the safety of customers, staff and the public at large.

9.4 The Provider shall work to deliver the outcomes as identified in the individual’s support plan that the Provider shall write. This shall be based on the person’s needs and will come from discussions with the service provider, person being supported and the referring agency. The aim is to develop independence and secure

appropriate, sustainable accommodation and not to create dependency on the Service.

9.5 The provider is required to complete a needs and robust risk assessment with the customer within 72 hours of customer sign up. The needs and risk assessment will be comprehensive and involve all agencies working with the individual. This will form the basis of the support delivered in partnership with the customer.

9.6 The Provider shall ensure that processes are in place to deliver the support service in the most effective way. This support plan shall include timescales and dates for regular reviews of the Support Plan. It is accepted that such support planning may be challenged by the degree of engagement that the customer is able to undertake. Principles for recovery, empowerment and supporting independence will underpin the support plan process. This shall include processes for ensuring that:

9.7 Support plans are to be appropriate and needs-led,

9.8 That strong partnership working exists to ensure that support is delivered by the most appropriate agency and that efforts are not duplicated,

9.9 The workers are supervised and supported in their work.

9.10 The service can work innovatively to ensure that plans are personalised by taking account of the individual's goals and aspirations in order to maximise customer engagement.

9.11 The Provider shall make an assessment of the Customer's needs in order to agree a support plan with the Customer that shall help the Customer take a holistic view of their life.

This can include:

9.12 Engaging with appropriate help to address their physical, mental health and substance misuse needs.

9.13 Support the customer to access appropriate support for their physical and dietary needs.

9.14 Finding a resolution to their accommodation needs.

9.15 Addressing other practical difficulties such as claiming appropriate benefits.

9.16 Assisting customers to access appropriate social inclusion activities including work or training opportunities.

10 Expected Outcomes

10.1 The Provider will be expected to report on outcomes achieved on a quarterly basis. End of quarter data for leavers will record if outcome has been successfully met. i.e. numbers who successfully reduced debt in comparison to numbers who needed support to reduce debt. Providers will also be expected to report on length of service provided for those customers currently receiving the service.

10.2 Number prevented from rough sleeping in line with No Second Night Out protocol

10.3 Number supported to maintain accommodation by type of tenure

10.4 Number supported to access accommodation by type of tenure

10.5 Primary reason for homelessness

10.6 Secondary reason for homelessness

10.7 Referral source

10.8 Number of customers assessed within 72 hours of referral

10.9 Data on age, sex, ethnicity

10.10 Local connection / point of origin by Local Authority area

10.11 Customers reconnected with point of origin

10.12 Description of acceptance/rejection

10.13 Number who needed support with mental health issues

10.14 Number who needed support with physical health issues

10.15 Number of people accepted into service

10.16 Number of people moved out of service

10.17 Length of time each customer has been in service at end of quarter

10.18 Type of service being received

10.19 Numbers who need support to maximise income

- 10.20 Number who needed support to manage their personal budget and reduce debt
- 10.21 Number who needed support to access primary health care services
- 10.22 Number who needed support to reducing offending behaviour
- 10.23 Number who needed support to reduce weight
- 10.24 Number who needed support to stop smoking
- 10.25 Number who needed support to manage substance misuse issues
- 10.26 Number who needed support to address and understand the dangers of self harm / harm to others
- 10.27 Number who needed effective support to prevent use of statutory homeless services
- 10.28 Number who took up Single Service Offer/ Number who declined Single Service Offer and the reason for this
- 10.29 Number prevented from accessing social care services
- 10.30 Number of complaints and safeguarding issues per quarter
- 10.31 Case studies of successful outcomes and learning
- 10.32 Number of customers experiencing a positive improvement in their health and wellbeing as a consequence of support (methodology for collecting this to be agreed with successful provider)
- 10.33 Reduce or eliminate attendance at A&E other than for an accident which is assessed as unpredictable or unlikely to have happened.

Attachment 2

SELECTION QUESTIONNAIRE (Pass or Fail)

CONTENTS

Section A	Organisation and Contact Details
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Section A – ORGANISATION AND CONTACT DETAILS (For Information Only)

Please answer the following questions in full:

Potential provider information		
Question number	Question	Response
1.1(a)	Full name of the potential provider submitting the Tender. (For a group of economic operators this will be the name of the lead contact)	
1.1(b)	Registered office address (if applicable)	
1.1(c) - (i)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) other	
1.1(c) - (ii)	If you responded f) (other) to 1.1(c) - (i) please specify, in the following text field, your trading status	
1.1(d)	Date of registration in country of establishment	

1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your business registered with the appropriate professional or trade register(s) in the member state where it is established (as set out in schedule 5 of the regulations) under the conditions laid down by that member state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small or Medium Enterprise (SME) ¹ ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.1(n)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (Please enter N/A if not applicable)	
1.1(o)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable)	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

	- Head office DUNS number (Please enter N/A if not applicable)	
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Please provide the following information about your approach to this procurement:

Bidding model						
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details listed in questions 1.2(a) - (ii) to 1.2(a) - (iv) and read Note 1 below				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a single legal entity prior to signing a contract, if awarded.					
1.2(a) - (iv)	If you responded yes to 1.2(a) - (i), please provide additional details for each member in following table:					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in					

	providing the goods and /or services e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					
<p>Note 1</p> <p>If you are bidding as a lead contact, you must answer the remaining questions in this Selection Questionnaire (and provide any evidence requested) in respect of each member of the group of economic operators, unless the question specifically directs otherwise (enter N/A in the first table cell if not applicable).</p>						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
1.2(b) - (ii)	If you responded yes to 1.2(b) - (i), please provide additional details for each sub-contractor in following table:					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					

	The role each sub-contractor will take in providing the goods and /or services e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					
<p>Note 2</p> <p>If you or, if applicable, the group of economic operators are proposing to use sub-contractors, you must answer the remaining questions in this Selection Questionnaire (and provide any evidence requested) in respect of your organisation and, if applicable, the group of economic operators and each of the proposed sub-contractors, unless the question specifically directs otherwise (enter N/A in the first table cell if not applicable).</p>						

Section B – GROUNDS FOR MANDATORY REJECTION (Pass or Fail)

If you answer yes to any of the questions in section 2.1, you are required to provide evidence of ‘self-cleaning’ (see regulation 57 (13 to 17) of the regulations) against the relevant conviction. The answer should also name the organisation or member being referred to.

If you answer yes to question 2.2(a) on the non-payment of taxes or social security contributions, please provide further details of this in question 2.2(b). Please also confirm whether you believe there to be any overriding reasons for non-payment and confirm either the amount unpaid, or provide details of whether you have made arrangements to pay and by what date. You may also contact the Council for advice before completing these two questions.

In some circumstances the Council is required by law to exclude you from participating further in a procurement exercise. If you cannot answer ‘No’ to every question in this section it is very unlikely that your application will be accepted, and you should contact the Council for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

Grounds for Mandatory Exclusion		
Question number	Question	Answer Yes or No
2.1	<p>Regulations 57(1) and (2)</p> <p>Within the past five years for your organisation and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators, has the organisation, directors or partners or any other person who has powers of representation, decision or control been convicted of any of the following offences;</p>	
2.1(a)	conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	
2.1(b)	corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	
2.1(c)	the common law offence of bribery;	
2.1(d)	bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	
2.1(e)	any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:	
2.1(e) - (i)	the common law offence of cheating the Revenue;	
2.1(e) - (ii)	the common law offence of conspiracy to defraud;	
2.1(e) - (iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
2.1(e) - (iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985,	

<p>2.1(e) - (v)</p> <p>2.1(e) - (vi)</p> <p>2.1(e) - (vii)</p> <p>2.1(e) - (viii)</p> <p>2.1(e) - (ix)</p>	<p>article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</p> <p>fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</p> <p>an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</p> <p>destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p> <p>fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;</p> <p>the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;</p>	
<p>2.1(f)</p> <p>2.1(f) - (i)</p> <p>2.1(f) - (ii)</p>	<p>any offence listed:</p> <p>in section 41 of the Counter Terrorism Act 2008;</p> <p>in schedule 2 to that Act where the court has determined that there is a terrorist connection;</p>	
<p>2.1(g)</p>	<p>any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);</p>	
<p>2.1(h)</p>	<p>money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p>	
<p>2.1(i)</p>	<p>an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</p>	

2.1(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	
2.1(k)	an offence under section 59A of the Sexual Offences Act 2003;	
2.1(l)	an offence under section 71 of the Coroners and Justice Act 2009;	
2.1(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;	
2.1(n)	any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland;	
2.1 (o)	any other offence within the meaning of Article 57(1) of the Directive created after 26 th February 2015 in England, Wales or Northern Ireland	
2.1(p)	an offence under section 2 or section 4 of the Modern Slavery Act 2015	
2.2(a)	Regulation 57(3) Has it been established, for your organisation and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators, by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.2(b)	If you have answered yes to question 2.2(a), please provide further details. Please also confirm whether you and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Section C – GROUNDS FOR DISCRETIONARY REJECTION (Pass or Fail)

If you answer yes to any of the questions in this section, you are required to provide evidence of 'self-cleaning' (see regulation 57 (13) to (17) of the regulations) against the relevant conviction. The answer should also name the organisation or member being referred to.

The Council is entitled to exclude you from consideration if any of the following apply but may, at its discretion, decide to allow you to proceed further. If you cannot answer 'No' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Council in considering whether or not you will be able to proceed in this procurement exercise.

Please state 'Yes' or 'No' to each question.

Grounds for Discretionary Exclusion		
Question number	Question	Answer Yes or No
3.1	<p>Regulation 57 (8)</p> <p>Within the past three years, please indicate if anywhere in the world any of the following situations have applied, or currently apply, to your organisation and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators:</p>	

3.1(a)	An organisation has violated applicable obligations referred to in regulation 56(2) in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive as amended from time to time;	
3.1(a)-(i)	An organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;	
3.1(a)-(ii)	An organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;	
3.1(a)-(iii)	An organisation has been in breach of the National Minimum Wage Act 1998;	
3.1(a)-(iii)	Can you confirm that your organisation and, if applicable, all members of the group of economic operators are compliant with section 54 of the Modern Slavery Act 2015 (http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted), or that section 54 does not apply?	
3.1(b)	An organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	
3.1(c)	An organisation is guilty of grave professional misconduct, which renders its integrity questionable;	
3.1(d)	An organisation has entered into agreements with other economic operators aimed at distorting competition;	

3.1(e)	An organisation has a conflict of interest within the meaning of regulation 24 that cannot be effectively remedied by other, less intrusive, measures;	
3.1(f)	The prior involvement of an organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	
3.1(g)	An organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	
3.1(h)	An organisation has:	
3.1(h) - (i)	Been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria;	
3.1(h) - (ii)	Withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	
3.1(i)	An organisation has undertaken to:	
3.1(i) - (aa)	Unduly influence the decision-making process of the contracting authority;	
3.1(i) - (bb)	Obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure	

3.1(j)	An organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award;	
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The Council reserves the right to use its discretion to exclude a Potential Provider where it can demonstrate by any appropriate means the potential Provider is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section D – INSURANCE (Pass or Fail)

INSURANCE	
Employers Liability required £10,000,000	Please enclose your certificate
Public Liability Required £5,000,000	Please enclose your certificate

Section E – EQUAL OPPORTUNITIES (Pass or Fail)

- i. The purpose of these questions is to establish your organisation's commitment to equality and diversity opportunities and therefore, your approach to service delivery.
- ii. The Council is required, under the Equality Act 2010, that in respect of all of its functions to have due regard to the need to eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the act. To have regard to the need to promote and advance equality of opportunity between people who share a protected characteristic and those who do not and to foster good relations between people who share a protected characteristic and those who do not. The protected characteristic include age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, gender and sexual orientation. The Council seeks to ensure that services which are carried out on its behalf by external contractors are carried out with the same regard for the promotion of equality and diversity.
- iii. On the basis of your answers to these questions, your organisation will be evaluated on its compliance with the non-discrimination provisions of the Equality Act or equivalent legislation in another jurisdiction. Please make sure you answer every question. Failure to provide the information requested will result in your organisation being rejected. Please provide sufficient information to enable the Council to make a fair and accurate assessment of how you have dealt with equality issues in the provision of goods and services.
- iv. Where appropriate, please supply evidence to support your answers. The

evidence may include examples or copies of documents setting out your equality and diversity policy as it applies to the provision of goods or services, documents containing instructions to staff, extracts from training manuals or staff handbooks, information provided to service users, or other material that demonstrates your organisation's capacity to promote equality in the provision of this service.

a)	<p>Do you have an Equal Opportunities Policy or Single Equality Scheme that embraces the Equality Act 2010?</p> <p>YES/NO</p> <p>If you have answered YES, please supply a copy with your Tender</p>
b)	<p>In the last three years have there been any finding of any unlawful discrimination made against your organisation by any court or Employment Tribunal, Employment Appeal Tribunal or any other comparable proceedings?</p> <p>YES/NO</p>
c)	<p>In the last three years has your organisation been the subject of a formal investigation by the Equality and Human Right Commission or comparable body on the grounds of alleged unlawful discrimination?</p> <p>YES/NO</p>
d)	<p>If you have answered YES to either (b) or (c) above, what were the findings of the court or tribunal or investigation, and if unlawful discrimination was found what steps have you taken to prevent recurrence?</p>
e)	<p>Do you comply with the Equality Act 2010 and the promotion of equality of opportunity?</p> <p>YES/NO</p>
f)	<p>Do you have procedures in place to protect your employees from discrimination (including age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, gender or sexual orientation) and harassment by other employees or by members of the public?</p> <p>YES/NO</p>
g)	<p>In the last three years has any contract with your organisation been terminated on grounds of your failure to comply with:</p> <p>a. legislation prohibiting discrimination?</p> <p>YES/NO</p>

	<p>b. contract conditions relating to equal opportunities in the provision of services?</p> <p>YES/NO</p> <p>If YES what steps have you taken as a result of that termination of contract to prevent recurrence?</p>
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Section F – HEALTH AND SAFETY (Pass or Fail)

<p>The HSAWA requires that all employers of more than five persons update its written safety policy. Worcester City Council requires that each Potential Provider provide a written safety policy and risk assessments that are adequate and relevant for this Contract.</p>	
a)	<p>Does your organisation have a Health and Safety Policy Statement</p> <p>Yes / No</p> <p>If you have answered YES, please supply a copy with your Tender</p>
b)	<p>Please confirm who in your organisation has overall and final responsibility for Health and Safety, including its implementation and monitoring.</p> <p>Name:</p> <p>Position:</p>
c)	<p>Please state the person appointed to provide competent Health and Safety assistance/advice to your organisation. This person may be a member of your organisation or an external consultant, who must demonstrate that they have adequate H&S qualifications, knowledge and experience.</p> <p>Name:</p> <p>Position:</p> <p>Organisation:</p> <p>Telephone:</p> <p>Email:</p> <p>This person is an employee/external consultant (delete as appropriate)</p>
d)	<p>Please list any safety organisations of which your organisation is a</p>

	member, such as RoSPA or British Security Council
e)	Briefly describe how Health and Safety training needs are identified and put into practice for staff within your organisation.
f)	Describe your procedures for recording and investigating accidents and incidents

Section G – POLICY AND PROCEDURES (Pass or Fail)

This section is designed to ensure you have appropriate safeguards in place for the delivery of services and the protection of vulnerable adults.

You are required to submit a copy of each Policy or Procedure.

Policy	Included
Safeguarding Adults and Children	Yes/No
Whistle Blowing in accordance with Public Interest Disclosure Act 1998	Yes/No
Professional Boundaries/ Code of Conduct for staff working with Vulnerable People	Yes/No
Diversity/ Equal Opportunities	Yes/No
Dignity and Respect	Yes/No
Equalities Action Plan	Yes/No
Risk Assessment and Risk Management	Yes/No
Data Protection	Yes/No
Complaints	Yes/No
Lone Working	Yes/No

Section H – BUSINESS CONTINUITY (Pass or Fail)

a)	Please enclose your Business Continuity Plan
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Aspects that you may wish to consider are:

- Plans in place in the event of fire, flooding, electrical fault
- Plans in place in the event of a major health epidemic
- Loss of contractors, staffing, vehicles and plant
- Loss of IT systems
- Shortage of raw materials

Section I – QUALITY ASSURANCE (Pass or Fail)

Please provide details of your quality assurance management system and any certification that your organisation holds (e.g. ISO9001 or equivalent standard) for the areas of work relevant to the contract. **Please enclose a copy of your quality assurance certificate and or policy if you have one.** If no certification held, please attach a copy of your quality assurance policy.

J - FINANCIAL INFORMATION (Pass or Fail)

NOTES TO APPLICANT:

We may seek evidence relating to the questions below, if required and we reserve the right to use the services of an independent third party to assess your financial standing/appraisal.

K1 (m)	What was your turnover in the last two years (if this applies).	
	£ for year ended ___ / ___ / _____	£ for year ended ___ / ___ / _____
K2 (m)	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	
	YES / NO (Delete as appropriate)	
K3 (m)	If the answer to the above question is NO , what were the reasons, and what has been done to put things right?	
K4 (m)	Has your organisation met all its obligations to pay its creditors and employees during the past year?	
	YES / NO (Delete as appropriate)	
K5 (m)	If the answer to the above question is NO , please explain why not:	
K6 (i)	What is the name and branch of your bankers who could provide a reference?	
	Name	
	Branch	
	Contact Details	

Please provide copies of the following:

K7 (m)	A copy of your audited accounts for the last two years
	Enclosed YES / NO (Delete as appropriate)
K8 (m)	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading
	Enclosed YES / NO (Delete as appropriate)
K9 (m)	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position
	Enclosed YES / NO (Delete as appropriate)

Section K – TECHNICAL AND PROFESSIONAL ABILITY (Pass or Fail)

EXPERIENCE AND CONTRACT EXAMPLES			
<p>Please provide details of up to three contracts that are relevant to the Council's requirement. At least one of the contracts needs to have been held with a public sector body. Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years. (The customer contact should be prepared to speak to the Council to confirm the accuracy of the information provided below if we wish to contact them).</p>			
	Contract 1	Contract 2	Contract 3
Customer Organisation (Name):			
Customer contact name, phone number, and e-mail			
Contract start and Completion dates			
Contract Value			
Brief description of contract (max 150 words) including evidence as to your technical capability in this market			

**Section L – CAPACITY TO DELIVER PROGRAMME TO THE REQUIRED
TIMESCALES (Pass or Fail)**

<p>Please confirm that you are able to meet the Council's requirements and ensure that you will be able to begin service delivery on 1st April 2016.</p>	<p>YES / NO</p>
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Attachment 3

POTENTIAL PROVIDER'S AWARD PROPOSAL

Please answer the questions below with reference to the Specification and Contract.

ALL questions must be completed.

Please answer all questions in the boxes provided and the boxes provided can be expanded.

Please only provide your responses in this format - standard sales promotional literature is not accepted.

N.B. Each question and the presentation will be scored out of 5. If you score three or more 1s or 2s you will be disqualified from the Tender process.

Quality Criteria (100% will be converted to 80% of the total Tender Score)	Weighting
<p>Ethos and Vision</p> <p>Please describe your vision and ethos of working with single people and childless couples who are at risk of homelessness</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Experience Of Working With Vulnerable Adults</u></p> <p>Please describe in detail your experience of working with Vulnerable Adults, in particular with Single and childless couples Homeless People. Please detail your history of successful outcome delivery in supporting people to achieve their hopes and aspirations and maintain long term independent accommodation.</p>	<p>10%</p>

<p>750 words maximum</p>	
<p><u>Staffing of Service</u></p> <p>Please detail how you will provide appropriate staffing for each part of the service specification.</p> <p>You can include a staffing structure as part of this response.</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Proposed Service Delivery</u></p> <p>Please describe in detail how your organisation intends to deliver a homeless prevention focussed service. Include details of how you will ensure that all parts of the tender specification will be met and how you will ensure customers have fair entry and exit into service.</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Geographic Reach</u></p> <p>Please detail how you will ensure that potential customers from across Worcestershire will be able to access the service?</p> <p>750 words maximum</p>	<p>10%</p>

<p>Customer Involvement</p> <p>Please describe how you will engage with customers and use customer feedback to influence service provision. Please describe how you will evaluate the benefits of the support for customers particularly in considering improvements to their health and wellbeing</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Accommodation</u></p> <p>Please describe in detail how you will ensure that there a range of different accommodation options available to customers with varying needs. How will you ensure these can be accessed and open to all.</p> <p>750 words maximum</p>	<p>10%</p>

<p><u>Safeguarding</u></p> <p>Please describe in detail how you will ensure the safety of customers from any kinds of abuse while in service. Please reference any suitable policy and procedures that guide this work.</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Mobilisation</u></p> <p>Please describe in detail how you will mobilise the contract and ensure it is launched on the 1st April 2016. Please also include details on how you would ensure current customers of services would get the support they require where eligible</p> <p>750 words maximum</p>	<p>10%</p>
<p><u>Contract Management</u></p> <p>Please describe in detail your contract management experience and how you will ensure effective management of the service throughout the lifetime of the contract. Detail how you will monitor and internally evaluate outcomes for customers.</p> <p>750 words maximum</p>	<p>10%</p>
<p>TOTAL</p>	<p>100%</p>

Attachment 4

STATEMENT OF PRICE

1.1 The value of this contract is £250,000 per annum.

1.2 In total the contract value is £500,000 with the potential of a further £250,000 if extended into year 3.

1.1 Please enter the annual and cumulative cost below for the delivery of this service.

1.4 Please provide a break down of expenditure on a separate document.

1.5 Please note, if your submitted price is over £250,000 per annum you will not be considered for selection.

Year 1	Year 2	Year 3	Total

Attachment 5

DECLARATION OF COMPLIANCE

To Worcester City Council:

In recognition of the principle that the essence of selective tendering is that the Council shall receive Bona Fide competitive Tenders from all those tendering.

WE CERTIFY THAT: -

- (i) The Tender submitted herewith is a Bona Fide Tender intended to be competitive.
- (ii) We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with another person.
- (iii) We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts: -
 - a) Communicated to a person other than the person calling for these tenders the amount or the approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender).
 - b) Entered into any agreement with any other person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
 - c) Offered or paid or given or agreed to give any sum of money or 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 tenders any act or thing of the sort described above.

In this certificate: -
"Person" includes any person and any body or association corporate or incorporate:
"Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Signature(s) of duly authorised officer of the Organisation	
Position Held / Designation	
Organisation	
Telephone Number	
E-mail	
Date	

Address	
Registered Office (if different from above Address)	