

**Public Health**

**Invitation to Tender**

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| --- |
| CONTRACT TITLE |
| **Suicide Awareness Training** |

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| --- |
| NAME OF ORGANISATION |
| Rural Community Council (Leicestershire & Rutland) |

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| --- | --- |
| **This document should be completed and returned in accordance with the Instructions to Tenderers** | |
| **Completed Questionnaires to be submitted by:** | **20 November 2014 14:00 hours** |
| **eTendering Portal Address** | [**https://www.delta-esourcing.com/delta**](https://www.delta-esourcing.com/delta) |
| **Tender Access Code (TAC)** | **S8E5559RA3** |

**10 October 2014**



Leicester City Council

This authority has an environmental management System and its environmental performance is Reported to the public in accordance with the Eco-Management and Audit Scheme for UK Local Government, within the framework of the EC Scheme: (UK-U-0000036)

EC

ECO MANAGEMENT

AND

AUDIT SCHEME

FOR UK

LOCAL GOVERNMENT

**INVITATION TO TENDER**

**Suicide Awareness Training**

**Comprising:**

1. **[Introduction](#_INTRODUCTION)**
2. **[Instructions to Tenderers](#_INSTRUCTIONS_TO_TENDERERS)**
3. **[Specification](#_SPECIFICATION_1)**
4. **[Conditions of Contract](#_CONDITIONS_OF_CONTRACT)**
5. **[Business Questionnaire](#_BUSINESS_QUESTIONNAIRE)**
6. **[Form of Tender](#_FORM_OF_TENDER)**

**Appendices:**

**Appendix 1 – Example of Price Evaluation**

**Appendix 2 – Example of Combined Price and Quality Evaluation**

**Appendix 3 – Scoring Criteria for Business Questionnaire**

**Appendix 4 – LCC Corporate Policies**

**Appendix A – Specification**

**Appendix B – Conditions of Contract**

**TUPE Information (refer to Form of Tender 6.4)**

**Date of Invitation to Tender: 10 October 2014**

**Tender return date: 11 November 2014 14:00 hours**

# INTRODUCTION

Leicester City Council is inviting suitably qualified and experienced providers to submit tenders for a Suicide Awareness Training service.

**Leicester City is:**

“A premier city in Europe with a thriving and diverse society in which everyone is involved and in which everyone can have a decent, happy and fulfilling life. A city with a strong economy, a healthy, caring and educated society, a safe and attractive environment, and an improving quality of life – a sustainable city.”

(Extract from the Community Plan)

Leicester City Council (“the Council”) is committed to efficient and sustainable procurement and seeks to use its buying power to meet the following objectives:

* To help achieve a prosperous city where everyone meets their potential by encouraging sources of supply which provide employment for local people, particularly skilled employment
* To help achieve a beautiful, quiet, clean and green city by promoting environmental sustainability through its procurement

To support the delivery of quality services which promote equality andaccessibility by seeking to achieve the best possible supplies/services for the best possible price

The tender will be in two parts with the tenderers first having to pass the Business Questionnaire.

“Tenderer” Refers to the Organisation making the application whether a sole trader, partnership, incorporated company or cooperative. Where reference is made to ‘the tenderer” throughout this document, if awarded this shall mean the Contractor

**CONTRACT PROCEDURE RULES:**

In accordance with Leicester City Council’s Contract Procedure Rules (CPR) all processes leading to the award of a contract shall comply with the principles of transparency and fairness requiring; Non-discriminatory description of the subject matter of the contract; Equal access for Providers; Mutual recognition of diploma’s certificates and other evidence of formal qualifications.

**Background of the service:**

Leicester is the largest city in the East Midlands, with an estimated resident population of 329,839. Compared to England it has a relatively young population, with a greater proportion of people under the age of 35 years. Leicester is ethnically diverse; the Census 2011 showed that 49.5% of the population described themselves as coming from a black minority ethnic (BME) background.

Although there is an upward trend in life expectancy, in Leicester it is lower than the national average for both males and females. There are significant health inequalities, and the Index of Multiple Deprivation (2010) ranked Leicester as the 25th most deprived local authority area in England.

Leicester has high rates of risk factors associated with mental ill health, but relatively low rates of diagnosed mental health problems. There are high rates of emergency care use for mental illness, poor rates of recovery.

On average 32 people in Leicester take their own lives each year; this is the second highest rate in England. Most instances of death from suicide or undetermined injury result from hanging or overdose. Those most at risk are males aged 35-54. These deaths contribute to the life expectancy gap between Leicester and England.

More information can be found in the Leicester Health and Well Being Strategy and the Joint Strategic Needs Assessment at <http://www.leicester.gov.uk/your-council-services/health-and-wellbeing/health-and-wellbeing-board/>

**National Suicide Prevention Strategy**

Suicide is a major issue for society and a leading cause of years of life lost. Suicides are not inevitable. The strategy sets out the ways in which services, communities, individuals and society as a whole can help to prevent suicides. It sets out the following objectives and areas for action:

* Reduction in the suicide rate in the general population in England
* Better support for those bereaved or affected by suicide.

There are 6 key areas for action to support delivery of these objectives:

* Reduce the risk of suicide in key high-risk groups
* Tailor approaches to improve mental health in specific groups
* Reduce access to the means of suicide
* Provide better information and support to those bereaved or affected by suicide
* Support the media in delivering sensitive approaches to suicide and suicidal behaviour
* Support research, data collection and monitoring.

**Reduce the risk of suicide in key high-risk groups**

People identified as being in those high-risk groups which are priorities for prevention are:

* Young and middle-aged men
* People in the care of mental health services, including in-patients
* People with a history of self-harm
* People in contact with the criminal justice system
* Specific occupational groups, such as doctors, nurses, veterinary workers, farmers and agricultural workers.

Those who work with men in different settings, especially primary care, need to be alert to the signs of suicidal behaviour. Suicide risk by occupational groups may vary nationally and even locally, and it is vital that the statutory sector and local agencies are alert to this, and adapt their suicide prevention interventions accordingly.

**Reason for the creation of this Service:**

The main focus of Suicide Awareness Training is that suicides are not inevitable. Raising awareness of the risks to life and the resources available to protect people who are vulnerable to taking their own lives is one of the ways in which services, communities, individuals and society as a whole can help to prevent suicides. Suicide prevention is one of the objectives set out in *Closing the Gap*, the Health and Wellbeing Strategy for Leicester and Suicide Awareness Training is a key priority in the Leicester, Leicestershire and Rutland Suicide Prevention Strategy.

**The Requirement:**

This tender seeks to secure a Service Provider for the provision of Suicide Awareness Training Service to commence on 1st April 2015 for an initial period of three years, until 31st March 2018, with the possibility to extend for a further 2 years until 31st March 2020 (3+1+1) subject to agreement by the Council. The value of the funding offered for this contract for the contract period (3 years+1+1) will be up to £175,000 (£35,000 per annum) (excluding VAT).

The provider will be expected to focus on 3 areas:

To develop, advertise and deliver 12 half day local training sessions annually: The purpose of this is to develop community capacity in support of suicide awareness, challenge stigma and to respond to the needs of local communities. This includes raising suicide awareness among voluntary and community services, community-based projects and self-help initiatives; in particular amongst vulnerable groups and in high risk areas. These sessions will be delivered by specialists to support local areas and organisations which have been identified as being at risk in the local annual audit of deaths from suicide and undetermined injury and from national and local suicide prevention initiatives.

To provide support for local organisations: This will be the provision of ad hoc support which enhances understanding of the risks of people taking their own life

To produce a delegate pack: This will be a resource tool to support the training, providing guidance about how to help people who have suicidal thoughts, outlining network contacts and signposting to supportive organisations. This will be tailored for use in Leicester and will increase awareness of, and improve access to, voluntary and statutory sector support services.

The Service Provider’s performance shall be measured regularly (in terms of the performance measures identified in the specification) and the Service Provider shall provide accurate and reliable management information to the Council as and when required.

**Timetable:**

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

|  |  |
| --- | --- |
| **Date / Target Date** | **Activity** |
| 10 October 2014 | Competitive Contract Notice (Advert) published |
| 10 October 2014 | ITT made available to tenderers to download |
| 29 October 2014 | Bidders Information Session |
| 10 November 2014 (17:00 Hours) | Deadline for receiving any questions from bidders |
| 20 November 2014  (14:00 Hours) | Latest completed ITT return date upload by potential bidders |
| 26 November 2014 | Evaluation of completed Invitation to Tender Questionnaires received begins |
| 07 January 2015 | If required clarification interview sessions |
| 09 January 2015 | Tender Panel Award Decision |
| January 2015 | Standstill Period Commences |
| February 2015 | Standstill Period Ends |
| February 2015 | Award of Contract |
| February/March 2015 | Contract Signed |
| 01 April 2015 | New Service Commences |

# INSTRUCTIONS TO TENDERERS

## General Information and Instructions

* + 1. Definitions

Throughout this document the following definitions will apply:

“**The Council**” Leicester City Council

**“Applicant”** Refers to the Organisation making the application whether a sole trader, partnership, incorporated company or cooperative

**“Contact Officer”** means the Officer appointed to certify receipt of tenders, provide written answers to questions and make arrangements for clarification interviews with Tenderer (if required)

In these Conditions of Tender, unless explicitly stated:

Words in the singular include the plural and words in the plural include the singular; references to appendices refer to the appendices to the Invitation to Tender;

* + 1. Compliance with instructions:

Tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender.

**Tenders not complying with any mandatory requirement (where the word “shall” or “must” is used) may be rejected.**

**Any queries about the tender documents or Tendering Certificate which may affect the preparation of the tender shall be raised with the Contact Officer via the BiP Delta Tender Box System, without delay and confirmed in writing, and in any event not later than 14:00 Hours on 10 November 2014.** If the Council considers a query may have a material effect on the tendering process, all tenderers will be notified without delay in writing.

Any question or queries that go to any other staff of Leicester City Council by any other means will **not** be answered.

* + 1. **This invitation to tender does not constitute an offer and the Council does not undertake to accept the lowest or any tender.**

**The Council will not reimburse any tendering costs.**

* + 1. The nominated Contact Officer for this procurement is:

Bhavika Soni, Procurement Officer

Leicester City Council, Bosworth House, 1st Floor, 9-15 Princess Road West, Leicester LE1 6TH

Telephone number 0116 454 2349

**All correspondence in respect of this tender must be made using the BiP Delta Tender Box system.**

**There will be an opportunity to ask questions at a Tenderers Information Session to be held on Wednesday 29th October 2014. Registration will commence at 1:30 pm with the actual session starting at 1:50 pm. To register for this event, please complete the form attached below and return by email to** [**procurement-asc@leicester.gov.uk**](mailto:procurement-asc@leicester.gov.uk) **by no later than Monday 27th October 2014.**

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* + 1. A clarification question and answer process will operate during the ITT stage as explained below. The objective of the clarification process is to give applicants the opportunity to submit questions to the Council where they require clarification on the information contained in the ITT. Applicants should submit clarification questions via the Tender Box
    2. Clarification questions received by any other method or in any other format will not receive a response. The period in which applicants can raise clarification questions commences on the day the ITT is issued. Applicants are urged to review the ITT immediately upon receipt and identify and submit any clarification questions as soon as possible.
    3. In order to treat applicants fairly, the Council will provide an anonymised copy of any clarification questions, and the answers to those questions, to all applicants. This will be accessible via the Vault.
    4. Please read all the sections of this Invitation to Tender to understand fully the requirements.
    5. Please complete all parts of the tender accurately, concisely and in the format provided supplying all the required supplementary information, clearly labelled and cross referenced to the relevant question and section, using additional pages where required, appropriately referenced with the section number.
    6. Ensure that your reply is succinct and pertinent. Where a question is not relevant to you, please explain why.
    7. It is the responsibility of all bidders to ensure that all information is included within their submission. Evaluation will be based upon documentation submitted from each bidder. If information is omitted from your tender this will not be taken into account.
    8. Any information supplied is intended to help Tenderers prepare their Tenders and Tenderers must satisfy themselves of the accuracy of information and requirements.
    9. Leicester City Council believes that the information specified in the Tender documents is correct at the time of tendering. However, Leicester City Council does not accept liability for information supplied. Leicester City Council will expect Tenderers themselves to visit locations and satisfy themselves as to the nature and extent of the services to be provided; access to locations; the staff, materials and equipment needed to provide the services; the effect that public access and use of locations may have on the provision of the services; and to have made sure that the rates and prices stated in their Tender are accurate and will cover all their obligations under the contract.

**On no account is any contractor to cold call at any property.**

## Procurement Process

1. The procurement process adopted by Leicester City Council is based upon the ‘Open’ tendering procedure. In brief, the process will be as follows:
2. All organisations expressing an interest in the contract will be able to download this Invitation to Tender document from the BiP Tender Box System, and their subsequent completed bid will initially be evaluated to ensure that all the stated qualifying criteria are met for the Business Questionnaire (Part 5).
3. All bids which pass the qualifying stage in respect of their Business Questionnaire will then have their Form of Tender (Part 6) evaluated in full against the award criteria.
4. The selection and award criteria are explained in further detail in paragraph 2.6 and 2.7
5. Whilst the information in the statement of requirements has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified, Leicester City Council nor any of its advisers accept any liability or responsibility for the accuracy, adequacy or completeness of any of the information or opinions contained within this statement of requirements or any information made available during the tendering process.
6. No representation or warranty, express or implied, is or will be given by Leicester City Council or any of its agents or advisors with respect to such information or opinions. Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing of the tender submission will be accepted by Leicester City Council
7. Leicester City Council expressly reserve the right to require applicants to clarify any of the information provided in response to the questions in this TENDER. Failure to provide such information may lead to a tender being rejected.
8. Leicester City Council is under no obligation to "follow up" with the Bidder to obtain information found to be missing from the tender response; as such the submitted tender will be evaluated accordingly.

## Confidential Nature of Tender Documentation and Bids

* + 1. Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of the Council.
    2. If a tenderer does not observe paragraph 2.3.1, the Council will reject the tender and may decide not to invite the tenderer to tender for future work.
    3. Any information supplied by the Council in connection with the Tender and Contract is confidential and must not be made available to any other person without the prior agreement of the Council.
    4. The Tender documents will remain the property of the Council and must be returned to the Council or destroyed upon request.
    5. All Tenderers undertake to protect and keep confidential all data and information provided, and undertake to protect the data and information from unauthorised access and unauthorised use

## Preparation of Bid

* + 1. Tenderers may decline to bid, but if they have been sent an Invitation to Tender they must alert the Contact Officer promptly.
    2. If the Council considers that a cover price (i.e. a bid that is not intended to be considered seriously) has been submitted, the Council may reject the tender and may decide not to invite the tenderer to tender for future work. The Office of Fair Trading encourages local authorities to look out for any evidence of price fixing arrangements.
    3. No alteration or addition shall be made to the Form of Tender, pricing schedules or any part of the Invitation to Tender except where expressly allowed.
    4. Tenders shall not be qualified or accompanied by statements that might be construed as rendering the tender equivocal. Only unqualified tenders will be considered. The Council’s decision as to whether or not a tender is in an acceptable form will be final. **The submission of an alternative tender proposal will not be accepted by the Council.**
    5. Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or the Council are appropriate. Information supplied to tenderers by the Council’s staff or contained in the Council’s publications is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.
    6. Tenders and supporting documents must be completed in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.
    7. The Invitation to Tender includes in Part 4 the Council’s Contract Terms.
    8. Tenders must be submitted exclusive of Value Added Tax (VAT).
    9. The insurance levels quoted in the Invitation to Tender are Leicester City Council’s current corporate standard required from all of our Service Providers. This is in accordance with the Authority’s Risk Management Strategy.

1. Tenderers will be required to maintain Employers Liability insurance, Public Liability insurance, Professional Indemnity insurance, Malpractice insurance and tenders should include any and all such premiums.
2. The minimum amount of financial cover for the Employers and Public Liability insurance policies shall be £10,000,000 for each and for the Professional Indemnity insurance shall be £5,000,000 each and shall be maintained in accordance with the Contract Conditions.
3. The Council does not necessarily require tenderers to hold the required levels of insurance prior to contract award, but would need to see a commitment to attaining the required cover if successful and send a renewed copy of insurance certificates for Employers Liability insurance, Public Liability insurance, Professional Indemnity insurance to the Council.

Please note that non-disclosure of insurance levels could mean that minimum levels of financial standing cannot be ascertained and your bid may be rejected as non-compliant.

* + 1. Tenders must not be qualified in any way and tenderers must not make any changes to the contract documents. Tenders must not be conditional or be accompanied by any statement that could be construed as being a qualification or variation to the contract documents and/or places the tenderer on a different footing from other tenderers. The Council will only accept compliant tenders for consideration. The Council’s decision on any such matter will be final.
    2. Tenderers will be automatically disqualified if canvassing for the Contract or if making any approach to any Councillor or Officer of the Council with a view to gaining more favourable consideration for their tender. The Council’s constitution will apply to this contract. The Council will not consider any Tender submitted by a Tenderer who has directly or indirectly canvassed any Member or Officer of the council about the award of the Contract, or tried to obtain confidential information about the Contract from any person who is, or has been, contracted to provide Services to the council or who has directly or indirectly obtained or tried to obtain information from any Member or Officer about any other Tenderer.
    3. The Council reserves the right to make changes of a drafting nature to the contract documentation and any such changes shall be accepted by any tenderer without reservation. Should the Council require more substantial changes to the contract documentation, then the Council reserves the right to make such changes and will be entitled to evaluate the price of any such changes using submitted prices applied on a quantum merit basis. Should the tenderer not agree the revised price structure, they may withdraw notwithstanding these instructions.
    4. It is Council’s preliminary view that TUPE may apply in respect of this contract. However, tenderers will need to reach their own conclusion as to whether or not TUPE applies. Applicants are strongly advised to obtain professional advice as to the implications of TUPE regulations and pensions if they are the successful bidder and TUPE regulations apply.
    5. The Council has obtained from the existing service providers details about the staff that the existing service provider says perform the service which is subject of this Invitation to Tender. These details are set out in Form of Tender section 6.4. The Council is not in a position to warrant the accuracy of information provided by these existing service providers.
    6. Tenderers will note that proposals for dealing with staff transfer are included within the Award Criteria.
    7. You are strongly advised to keep a copy of your completed application. You will need this if the Council needs to clarify or discuss your answers with you.

## Submission of Tender

* + 1. Requirements for submission of information:

1. All submissions shall be made on the Form of Tender (part 6.1), incorporating responses to the Specification (part 3) with any other documentation as required.
2. Only information relating to the Tenderers should be submitted unless otherwise requested.
3. Every item shall be priced in sterling and the submission totaled.
4. To enable evaluation of the tender, the tenderer must also submit the following documents:

* Business Questionnaire (5)
* Form of Tender (6.1)
* The Pricing Schedule (6.2)
* Method Statements (6.3)
* TUPE Regulations (6.4)
* The Tendering Certificate (6.5)
* Guarantee of Undertaking (if applicable) (6.6)
* Checklist – Items which should be enclosed with your tender (6.7)

1. If these documents are not submitted, the bid will be rejected.
2. **Tenderers shall complete and submit the above documentation via the BiP Tender Box System.**
3. **Tenderers must upload their documentation via the Bip Tender Box system Please complete all parts of the tender accurately, concisely and in the format provided supplying all the required supplementary information, clearly labelled and cross referenced to the relevant question and section, using additional pages where required, appropriately referenced with the section number and question number.**
   * 1. **Tenders must be completed and submitted by the due date of Thursday 20th November 2014 14:00 hours.**

**Under NO CIRCUMSTANCES will tenders be accepted which arrive after the due date and time for receipt. It is the tenderer’s responsibility to ensure arrival on time, except where the Council is satisfied that the failure is solely due to a malfunction within the BiP Tender Box System other than one caused or contributed to by the tenderer whether through failure to follow instructions or otherwise. Tenderers are advised that the system times out (so that no further uploading can take place) exactly on the deadline without prior warning regardless of whether submissions are in the process of being uploaded or not. Tenderers are responsible for allowing themselves sufficient time for the uploading of their ITT prior to the due time/date. It is the tenderers responsibility to ensure submission on time.**

* + 1. **Tenders must be submitted electronically by using BiP Tender Box system** Please visit <https://www.delta-esourcing.com/delta>[www.delta-esourcing.com](http://www.delta-esourcing.com) and register as a supplier using the email address that you provided to the Council. You will automatically have access to the tender reference **“Invitation to Tender – Suicide Awareness Training (Access Code: S8E5559RA3).**
    2. **Electronic submission of all required documents is required. This should also include electronic signatures where the tenderer has the capability, or sign the relevant document, then scan and upload the signed documents with your tender submission.**
    3. **Tenders shall not be sent and will not be accepted by paper copies or fax or email.**
    4. If there appears to be an error in a submission or supporting information the Tenderer will be invited to confirm or withdraw its bid. Where the error relates to the tender total as calculated from tendered rates and variable quantities, the bid will be regarded as the tender total bid and the rate adjusted accordingly. The tenderer will be invited to confirm or withdraw the bid and resulting rate.
    5. **The Form of Tender shall be submitted by the organisation which it is proposed will enter into a formal contract with the Council if awarded the contract.** It shall be signed:

1. Where the tenderer is a partnership, by two (2) duly authorised partners;
2. Where the tenderer is a company, by two (2) directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.
3. Every Tender received will be considered to have been made subject to the terms and Conditions of this tender unless otherwise agreed in writing to the contrary
   * 1. Collusive Tendering

The Council will not consider any Tender from a Tender who:

1. fixes or adjusts the prices in their Tender in agreement with any other person; or
2. communicates with any other person (other than the council) the prices in their Tender (except where this is needed to obtain quotations for the preparation of the Tender, or for insurance arrangements or the Guarantee or Bond); or
3. enters into an agreement with any other person that they will not submit a Tender or will limit or restrict the prices in their Tender; or
4. in connection with the award of this Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, in connection with the award of the Contract;
   * 1. The rejection of the Tender will be without prejudice to any other civil remedies which may be available to the Council or any criminal liability which the Tenderer’s action may attract.

## Selection Criteria

* + 1. The Business Questionnaire at Section 5 is used to assess the suitability of tenderers in terms of:
* Technical and professional ability
* Compliance with legislation
* Financial standing
  + 1. Details of the criteria and weightings used to score responses to the Business Questionnaire are included for your information in Appendix 3.

Tenderers must meet each of the minimum standards identified as a ‘Pass’ in order to qualify to bid for this contract. A ‘Fail’ score received for any of the Pass/Fail questions may result in an automatic disqualification from the remainder of the award criteria and the tenderer offer in their Form of Tender (Part Six) will not be evaluated. However, if only minor adjustments/additional information are required, the Council may contact you to clarify your application where practical.

All bids which pass the qualifying stage in respect of their Business Questionnaire (Part Five) will then have their Form of Tender (Part Six) evaluated in full against the award criteria designed to assess the suitability of the service the tenderer is proposing to provide and the prices they will charge.

In summary, the qualifying criteria for the Business Questionnaire (Part Five) are as follows:

|  |  |
| --- | --- |
| **Qualifying Criteria** (Business Questionnaire) | |
| Compliance of Bid | Tenderers must submit a fully compliant tender, complete with a signed declaration and tendering certificate. |
| Technical Resources and References | This section is to show that the contractor has the technical knowledge and experience to fulfill the contract. |
| Financial and Insurance | Tenderer must demonstrate that they have a sound financial position and give evidence that they meet the minimum insurance levels stipulated in [Section B](#_SECTION_B:_FINANCIAL). |
| Equality | Tenderers must demonstrate that they comply with the statutory obligations in relation to equal opportunities regarding employment and recruitment. |
| Health & Safety | Tenderers must demonstrate that they have addressed the matter seriously and operate in accordance with good practice. |
| Environmental Management | Tenderers must demonstrate that they take a responsible approach to minimizing the environmental impact of their business. |
| Business Continuity | Tenderers must demonstrate that they have made provision to minimize the impact of unforeseen events. |
| Safeguarding | Tenderers must confirm that they will undertake the relevant responsibilities and duties relating to safeguarding vulnerable groups. |
| Experiences and References | As a minimum standard, we expect the organisation to possess a track record of providing services similar to or comparable to this contract. They should also be able to provide two good references. Self-employed individuals or newly formed organisations, who may not yet have a track record in the name of the new entity, should explain this fact and describe the relevant experience of the individuals involved in the new organisation. Organisations will be rejected in respect of whom we receive a poor reference, or who have had contracts terminated because of concerns about performance. |

2.6.3 Tenderers should note that in the event that a bid is considered to be fundamentally unacceptable on any issue, then regardless of its other merits, that bid might be rejected. Throughout the evaluation process, the right is reserved to seek clarifications from tenderers, where this is considered necessary to achieve a complete understanding of the proposals received.

## Tender Award Criteria

The Council is not bound to accept the lowest tender and reserves the right, at its absolute discretion, to accept or not to accept any tender submitted. Only service providers who pass the Business questionnaire stage will have their tenders evaluated.

Any tender that is accepted will be awarded to the most economically advantageous tender (MEAT) in accordance with the following award criteria:

* + 1. Tenders will be assessed using the scoring matrix as defined in this tender. The Council will select the most economically advantageous tender in accordance with the following award criteria:

|  |  |
| --- | --- |
| **Quality**  Section A: Service delivery (24%)  Section B: Premises / Venues (4%)  Section C: Workforce (12%)  Section D: User Focus (8%)  Section E: Partnership (8%)  Section F: Social Value (4%)  Section G: Service Monitoring (4%)  Section H: Continuous Improvement (4%)  Section I: Sustainability (8%)  Section J: Contracting (2%)  Section K: Information Management and Technology (2%) | **80%** |
| **Price**  Price per annum | **20%** |

This part of the contract documents forms the basis on which tenders and tenderers will be assessed in respect of their ability to provide the Service required on the terms specified.

1. Any bid that fails on price will be excluded. (See 2.7.5 Financial Evaluation). In respect of the Method Statement if a bid scores a “Unacceptable or Inadequate” for any question in the method statement (see 2.7.6 Qualitative Evaluation) following the evaluation in accordance with the method set out in paragraph 2.7.6 (iii) Qualitative Evaluation, then officers will examine the response further and make a final collective (moderated) decision on whether the “Unacceptable or Inadequate” assessment is upheld. As part of this process the right is reserved to seek clarifications from tenderers, where this is considered necessary to achieve a full understanding of the proposals received.
2. During the evaluation of written tenders, where necessary the Council may decide to seek clarifications from tenderers, where this is considered necessary to achieve a full understanding of the proposals received.
3. Where the Council seeks clarifications from tenderers, it may do this either by requiring a written response to a request for clarification or a response at interview to the request for clarifications at the Council’s discretion. Where interviews are to be held, these are currently expected to be held week commencing **05 January 2015.**
   * 1. Tenderers should ensure that their submissions are written in plain English without reference to technical jargon or with explanation where used; and is generally intelligible to a non-legal and non-technical audience
     2. Financial Provision

Tenderers will make financial allowance for the provision of all monitoring data, its collation, generation and submission to the Council, attendance at all relevant Council Meetings, Officer Meetings and meetings with local client representatives and customers as required for the provision of service.

1. Rates provided shall be fully inclusive of (but not limited to) all expenses and disbursements including telephone, fax, electronic information, generation and transmission, postage, stationery, duplicating, typing, printing and any costs associated with delivering the service.
2. Service providers not complying with any of the above requirements may be excluded from further consideration in the tender evaluation process, and the Council’s decision on this issue will be notified to the tenderers concerned.
   * 1. Detailed Evaluation Criteria

The Council believes that the control of services and service delivery characteristics can only be achieved by close control of the process that delivers the service.

1. Process performance management, control and continual redress improvement are therefore essential to achieve and maintain quality service. The Council intends to encourage innovative thought from the successful Service Providers. Whilst remedial action is sometimes possible during service delivery, it is not possible to rely on arms-length final inspection process to ensure service quality to the Service Users. A bad service experience cannot be repaired on a promise of non-reoccurrence in the future. Assessment by Service Users of any non-conformity will therefore become a vital part of the process.
2. The Service Users are the focal point of the Council’s quality systems. We require our services to be tailored to the different local needs and Service User satisfaction will only be assured where there is a definable quality process. Therefore the Service Provider will be responsible for establishing and maintaining a policy of service, quality and Service User satisfaction.
3. The assessment of the tender will be qualitative and quantitative. The qualitative element will be weighted at **80 Percentage** of the evaluation. The financial element will be weighted at **20 Percentage** of the evaluation.
4. The criteria listed against each element reflect the factors that will be assessed in evaluating the tenders and awarding marks.
   * 1. Financial Evaluation

**The financial evaluation for the Price will be carried out as follows:**

1. Eliminate any tender which is found to be too low to be credible (after making appropriate enquiries) or that exceeds the budgetary constraints as mentioned.
2. For the remaining tenders, the cost will be evaluated using the method outlined below:

The lowest price per annum will be awarded a score of 100 and all other bids will be scored using the formula below:

* Bidder’s price per annum = 100 x (lowest bid cost/your bid cost)

1. *For example, 3 bids are received*

|  |  |
| --- | --- |
|  | **Price per Annum** |
| Bid A | £32,000 |
| Bid B | £31,000 |
| Bid C | £33,000 |

The scores for each bid is worked out as follows

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Price per Annum** | **Tender Score** | **Price Weighting (%)** | **Tender Percentage Score** |
| Bid A | 100 x (31,000/32,000) | 96.88 | 20% | 19.38 |
| Bid B | 100 x (31,000/31,000) | 100.00 | 20% | 20.00 |
| Bid C | 100 x (31,000/33,000) | 93.94 | 20% | 18.79 |
|  |  |  |  |  |

The financial evaluation will form **20%** of the award criteria.

1. An example of the Financial Evaluation is included as Appendix 1

The financial evaluation will form **20%** of the award criteria.

An example of the Financial Evaluation is included as Appendix 1

2.7.6 Qualitative Evaluation

The qualitative evaluation of submissions will assess the responses to the Method Statement (6.1 of the Form of Tender)



1. The qualitative assessment will form **80 percent** (400 points)of the award.
2. In respect of the Method Statements, suitably qualified and experienced officers of the Council will assess the responses provided by the tenderer, and will award scores reflecting their reasoned professional judgement as to the merits of each response. The score for each question will be on a scale of 0 (lowest) to 5 (highest) as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Category** | **Marks** | **Result** | **Criteria** | | |
| Unacceptable | | | 0 | Fail | A question not answered or totally fails to meet contractual requirements for given area - unacceptable |
| 1 | Very Poor | Fails to significantly meet the minimum contractual requirements for the given area. Well below adequate contractual requirements across a number of areas |
| Inadequate | | | 2 | Poor | Borders the minimum contractual requirements for the given areas – inadequate in certain minor areas |
| Adequate | | | 3 | Acceptable | Meets overall the minimum acceptable contractual requirements for the given area – Satisfactory |
| Good | | | 4 | Good | Demonstrated with explanations/examples the extent of the contractual requirements, which will be met with evidence of best practice in some areas |
| Very Good | | | 5 | Very Good | Robustly demonstrated with fuller explanations/examples the extent of the contractual requirements, which will be met with evidence of best practice in many areas |

1. The total score from all officers will be averaged.
2. The total score from all officers involved will be averaged and applied to the weighting given to each question.
3. For the guidance you should note that, each question is given a relative ‘importance weighting’, to reflect its significance within the overall evaluation. This weighting is shown alongside each question.

## Tender Assessment

The total mark from the Qualitative Assessment will be added to the total mark awarded in the Financial Assessment to determine an Overall Mark. The contract will be awarded to the Tenderer with the most favourable final overall score. An example of combined Price and Qualitative Evaluation is included as Appendix 2. The example is on the basis that the bid has scored the maximum marks available for every question.

## Award Process

* + 1. The Council expects to decide award of contract within 6 months of the closing date for submission of tenders (see paragraph 2.5.2) subject to any clarification and clarification interview requirements. Bids shall remain open for acceptance for a minimum of 6 months from the closing date.
    2. The Council may, if necessary, extend the 6 month period for completing the award process notification will be given to all tenderers to inform them if this extension is enforced.
    3. The Council reserves the right as part of the tender evaluation process to invite tenderers to clarification interview at the Council’s offices.
    4. Tenderers will be notified simultaneously and as soon as possible of any decision made by the Council during the tender process, including award. When the Council has evaluated the bids, it will notify all tenderers about the intended award. The notice to unsuccessful tenderers will contain those matters required to be notified. The Council will apply a 10 day standstill period from the date it gives this notice.
    5. The Council debriefs all those who tendered about the characteristics and relative advantages of the leading bidder. Such details may also be stated in any published contract award notice.
    6. Tenders shall be submitted on the basis that the offer to carry out the service shall remain in force for a minimum period of 6 months from the closing date for the submission of tenders specified above (2.5.2). If the Council has not accepted the tender within this period, the tender shall remain in force without variation but may be withdrawn at any time thereafter, giving 7 days’ notice to the Council. Such notice must be delivered at the above address at the tenderers own risk.
    7. Acceptance of the tender by the Council shall be in writing and shall be communicated to the tenderer. Upon such acceptance the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Service Provider shall upon request of the Council execute a formal contract in the form contained in the Contract Documents.
    8. The tenderer must be prepared to commence carrying out the Service on Commencement Date advised by the Council.
    9. In submitting a tender, the tenderer undertakes that in the event of their tender being accepted by the Council they shall, within 14 days of being requested to do so by the Council, execute a formal contract consisting of the contract documents.
    10. Failure by the tenderer to execute a formal contract should they be awarded the contract within the time specified above shall render the contract voidable at the option of the Council.

## Tenderer’s Warranties

In submitting its tender, the tenderer warrants, represents and undertakes to the Council that:

* + 1. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the tenderer, its staff or agents, in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission.
    2. It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not submitted the tender and will not be entering into the contract (if the same be awarded to the tenderer by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council.
    3. It has full power and authority to enter into the contract and perform the obligations specified in the Contract Documents and will, if requested, produce evidence of such to the Council.
    4. It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract Documents.

## Freedom of Information Act and Data Protection Act

The Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The Council may also decide to include certain information in the publication scheme which the Council maintains under the Act. Under the Freedom of Information Act 2000 ("FOIA"), members of the public or any interested party may make a request for information to the Council.

* + 1. The Council will consider the disclosure of any information, including price quotes, contained in the Tender documents and/or contract (for both successful and unsuccessful Tenderers), subject to the exemptions the FOIA
    2. If a Tenderer considers that all or any part of the Tender documents and/or any specific information contained therein constitute a "trade secret", or believes that a duty of confidentiality applies or is commercially sensitive or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Tenderer must:

1. ensure that each document and/or specific information is clearly identified to the Council; and it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity
2. in respect of each document and/or specific information identify the particular FOIA exemption that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Department of Constitutional Affairs Code of Practice (the "Code") under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Information Commissioner's website at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk)
   * 1. Tenderers should be aware that, even when they have identified relevant documents and/or information and claimed exemption pursuant to Instruction 1.1.3 of the Department of Constitutional Affairs Code of Practice, or even when they have indicated that information is commercially sensitive, the Council has complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.
     2. Applicants should also note that the receipt of any material marked “confidential” or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking

Data Protection Act

**Data Protection Act 1998**

The Contractor shall be registered under the Data Protection Act 1998 ("DPA") and will duly observe all their obligations under the Act which arise in connection with this Contract.

Notwithstanding the general obligation as above, where the Contractor is processing personal data (as defined by the DPA) as a data processor for the Council (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised access or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.

The Contractor shall promptly notify the Council of any breaches of the security measures, unauthorised access or use or loss or potential loss of data

The Contractor shall provide the Council with such information as it may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA.

The Personal Data supplied by the Council shall only be used for the purposes of administration and operation of this Contract.

The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its expiry or termination

# SPECIFICATION

****

# CONDITIONS OF CONTRACT

****

# BUSINESS QUESTIONNAIRE

* + 1. The Business Questionnaire is designed to give the Council, as potential client, sufficient information to make an assessment of the suitability of your organisation for the provision of Suicide Awareness Training.
    2. The Council wishes in particular to create wider opportunities for small and micro local enterprises and voluntary and community sector organisations to do business with it. The Council hopes that local firms and organisations will use this questionnaire to express their interest in participating in its work. Social, economic and environmental regeneration is important to the Council. Leicester City Council schemes propose to promote a stronger economy better able to meet the needs of the community and to develop measures to promote social inclusion. Therefore, successful tenderers will be expected to assist the Council to fulfil these objectives through increasing the opportunities for employment and training
    3. All suppliers to the Council must meet a set of basic requirements, relevant to their area of work, which are necessary in order for the Council to meet its legal and policy obligations.
    4. This will ensure that the Council contracts are carried out efficiently and effectively and that value for money is obtained. The Council must also carry out its duties to ensure compliance with Health & Safety legislation, prevent unlawful discrimination, promote equality of opportunity and encourage the adoption of environmental management policies.

Your objective in completing this questionnaire is to demonstrate that you:

* are technically and professionally capable of meeting the Council’s needs
* are able to commit the staff and resources needed to perform contracts successfully
* are sound financially, and
* have in place the insurance cover, policies, procedures and business practices required by the Council.

**ONLY TENDERERS WHO PASS THIS QUESTIONNAIRE WILL HAVE THEIR TENDER EVALUATED**

* + 1. Instructions for Completion

1. You are strongly advised to keep a copy of your completed application. You will need this if the Council needs to clarify or discuss your answers with you.
2. Please answer all questions as accurately and concisely as possible, providing answers in the appropriate spaces. Please complete all parts of the questionnaire accurately, concisely and in the format provided supplying all the required supplementary information, clearly labelled and cross referenced to the relevant question and section, using additional pages where required, appropriately referenced with the section number.
3. **Do not leave questions unanswered. Where a question is not relevant to your organisation this should be indicated with an explanation.**
4. Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. However, please answer accordingly where group policies, statements etc. are normally used in your organisation.
5. Please include, where appropriate, any supporting documents marking clearly on all enclosures the name of your organisation and the number of the question to which they refer. A checklist of enclosures is provided for your convenience.
6. You must ensure that you have signed the Undertaking and Statement Relating to Good Standing at Sections J and Section K1 and K2. Please ensure electronic signatures are completed where the tenderer has the capability or sign the relevant documents, scan and upload the signed.
7. The Council must disqualify any tenderer who fails to comply with the mandatory requirements of Regulation 23 and/or fails to certify at Part K that it has fulfilled these requirements.
8. And the Council may disqualify any tenderer who fails to provide a satisfactory response to any questions in the Business Questionnaire (including the discretionary requirements of Regulation 23) or inadequately or incorrectly completes any question.
   * 1. Selection Criteria

Details of the criteria and weightings used to score responses for the Business Questionnaire are included at section 2.6 above for your information.

* + 1. Consortia and Sub-contracting

1. Section A 1.11 to 1.14 where a consortium or sub-contracting approach is proposed, each member of the Consortium or the sub-contractor is required to complete a separate Business Questionnaire with a jointly completed Form of Tender.
2. Relevant information should also be provided (as indicated in the Questionnaire) in respect of consortium members or sub-contractors who will play a significant role in the delivery of the requirements under any ensuing agreement. Responses must enable the Council to assess the overall consortia or core supply base (noting that, in a sub-contracting approach, ultimate responsibility will rest with the prime contractor).
3. The Council recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond in the light of the arrangements currently envisaged. You are reminded that any future change in relation to consortia and sub-contracting must be notified to the Council so that it can make a further assessment by applying the selection criteria to the new information provided. Applicants should note therefore that such changes may affect the ability of the Applicant to proceed in the procurement process or provide the Service.
4. The Council is concerned to ensure that its contractors retain full control and responsibility for key concepts such as safeguarding, regulatory supervision, continuity of service (etc.) and would expect its successful contractor to deliver these elements directly. Therefore where sub-contracting is proposed this will only be permitted with the Council’s consent. Bidders proposing a sub-contracting element must fully justify this and address the key concepts. This should be set out in the response to question A1.11.
5. Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the SPV/holding Company will call upon the resources and expertise of its members to fulfil the Requirement.

5.1.8 Notes on Part Five – Business Questionnaire

The Questionnaire is divided into the following sections:

SECTION A: General Information

SECTION B: Financial & Insurance Information

SECTION C: Technical Resources & References

SECTION D: Business Approach

SECTION E: Policies and Procedures

SECTION F: Health & Safety

SECTION G: Environmental Management & Social Considerations

SECTION H: Equal Opportunities

SECTION I: Workforce Questions on Safeguarding

SECTION J: Undertaking by the Applicant

SECTION K: Statement Relating to Good Standing

1. Notes on Section A – General Information:

Please note that the organisation making this application must be the same legal entity with which the Council shall contract. The Council will only contract with any applicant having a legal form capable of entering into contract under English law.

1. Notes on Section B – Financial & Insurance Information:

The Council will use the information given in this section to assess the financial position of your organisation to assess whether the tenderer’s financial position places public money or services at unacceptable risk and where appropriate, set contract limits. We also wish to ensure that you are properly registered for VAT and insurance.

For all limited companies the Council will conduct a financial evaluation of the tenderer based on a credit report issued by an external business information service. However, in some instances we may need to examine the tenderer’s financial statements and if this is the case we will request these separately.

The Council in exceptional circumstances may require a performance bond. The minimum insurance levels quoted in the Business Questionnaire are the Council’s current requirements from all suppliers in this category. This is in accordance with the Council’s Risk Management Strategy.

Tenderers are not necessarily required to hold the required levels of insurance prior to contract award, but we need to see a commitment to attaining the required cover prior to commencing work if successful.

Please note that non-disclosure of insurance levels could mean that minimum levels of financial standing cannot be ascertained and your application may be rejected.

Tenderers will have their financial submissions evaluated by the Councils finance team who will undertake all necessary evaluation checks, we will seek further evidence as and when required.

1. Notes on Section C – Technical Resources & References

This includes experience and reference contracts.

References must be completed and returned by **Thursday 20th November 2014**. Tenderers who receive unsatisfactory responses or where the Council does not receive references then the tender received may not be advanced further.

1. Notes on Section D – Business Approach

The Council has a statutory duty to promote race, disability and gender equality through its procurement activity.

This duty to promote equal opportunity and eliminate discrimination is extended throughout the Council’s supply chain and must be implemented by companies wishing to tender for its contracts.

The purpose of the questions is to ensure that companies can demonstrate that they are a fair employer in keeping with these statutory duties. You are asked to answer the questions to demonstrate your current compliance as an employer with these equality duties.

If you are not subject to UK legislation please supply details of your experience in complying with equivalent legislation that is designed to eliminate discrimination and to promote equality of opportunity

1. Notes on Section F – Health & Safety:

The Council has a statutory duty to ensure that all work contracted out on its behalf is carried out safely by competent providers. The Health and Safety at Work etc. Act (1974) requires that all companies employing more than 4 employees have a written Health & Safety Policy.

Companies operating with less than 5 employees still have hazards/risks attached to their work activity, therefore relevant information is required. To ensure that the vetting procedure is consistent and all applicants are treated fairly, a two-tier system has been adopted.

The Health and Safety Executive provide guidance material for small Businesses, for more information telephone 0845 3450055 or visit [www.hse.gov.uk/business](http://www.hse.gov.uk/business)

1. Notes on Section G – Environmental Management & Social Considerations

The purpose of the questions is to ensure that companies can demonstrate that they understand their environmental management responsibilities and ensure you will comply with environmental legislation.

1. Notes on Section H – Equal Opportunities:

The Equality Act 2010 extends the Council's statutory duty to eliminate unlawful discrimination, harassment, victimisation and other prohibited conduct in respect of the protected groups under the Equalities Act 2010 through its procurement activity.

This duty to promote equal opportunity and eliminate discrimination is extended throughout the Council’s supply chain and must be implemented by companies wishing to tender for its contracts.

The performance of the contract will include the above responsibilities and is therefore part of the subject matter of the contract.

The purpose of the questions is to ensure that companies can demonstrate that they understand their legal equality responsibilities. Showing your compliance as an equal opportunities employer is one way of demonstrating this understanding.

If you are not subject to UK legislation please supply details of your experience in complying with equivalent legislation that is designed to eliminate discrimination and to promote equality of opportunity.

The Council can also exclude any prospective tenderer who a court of tribunal has made a finding of unlawful direct or indirect discrimination, harassment, victimisation, failing to make a reasonable adjustment and other prohibited conduct under the Equality Act 2010 as grave misconduct.

* + 1. Notes on Legislation

Where UK legislation has been cited, please answer the question in respect of the equivalent legislation in the relevant European Member State where applicable.

**Please answer every question, and pay attention to the Council’s wording about the information to be supplied.** **You will not qualify unless you comply fully and exactly.**

**If you believe that a question does not apply to you, please write N/A or Not Applicable. If you do not know the answer to a question, please explain why.**

**Some questions have word limits on responses, e.g. ‘maximum 100 words/ pages ’**

BUSINESS QUESTIONNAIRE

## SECTION A: GENERAL INFORMATION

Corporate Data

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| A1. | **BASIC DETAILS OF YOUR ORGANISATION** | | | | |
| 1.1 | Trading name of the organisation submitting this application  (this must be the Company with the same legal entity that will contract with the Council) | | Rural Community Council (Leicestershire & Rutland) | | |
| 1.2 | Contact person for enquiries about this form: | | | | |
| Name | | Mr Michael Wilbur | | |
| Job title | | Suicide Awareness Project Manager | | |
| Email address | |  | | |
| Office telephone number | | 0116 268 9714 | | |
| Mobile telephone number | |  | | |
| 1.3 | Company Registered address including post code | | Community House  133 Loughborough Road  Leicester LE4 5LQ | | |
| 1.4 | Invoice address including post code  (if different from above) | |  | | |
| 1.5 | Website address (if any) | | www.ruralcc.org.uk | | |
| 1.6 | Legal status of organisation  (please tick as appropriate) | |  | | |
| 1.7 | Company registration number  (if registered at companies house) | | 3665974 | | |
| Certificate of Incorporation date | | 11/11/1998 | | |
|  | | |
| Certificate of change of name date | | 14/06/2000 | | |
|  | | |
| 1.8 | If your Organisation is an Industrial and Provident Society under the Industrial and Provident Societies Act 1965 to 1978 please provide Date of Registration and Registration number | | Date:      /     / | | |
| Registration Number: | | |
| 1.9 | Charity / Housing Association / Other registration number (if applicable) | | 1077645 | | |
| 1.10 | If your organisation is part of a group, please state the name and Companies House registration number of the parent company | | Name:  Registration Number : | | |
| 1.11 | Is the potential provider applying as a lead organisation in a consortium, joint venture or other arrangement, or intends to use third parties to provide some of the services | |  | | |
| If Yes, please provide details of the member organisations of the consortium and their respective roles | | | | |
|  | | | | |
| Please provide details of the constitution, date of formation, and percentage shareholdings | | | | |
| **Organisation** | **Date of formation** | | **Percentage shareholding** | |
|  | Select Date | |  | |
|  | Select Date | |  | |
|  | Select Date | |  | |
|  | Select Date | |  | |
|  | Select Date | |  | |
| Please provide details of the composition and governance of the proposed supply chain, and areas of responsibility | | | | |
|  | | | | |
| 1.12 | Please indicate by ticking the appropriate box whether you are: | | | | |
| **Type A potential provider:**   1. An organisation able to deliver all of the requirements itself, or 2. A prime contractor with the complete supply chain (sub-contractors) in place to deliver all of the requirements 3. The potential provider is a consortium | | | |  |
| **Type B potential provider:**   1. A prime contractor able to deliver all requirements but unable to confirm all sub-contractors at this stage   You will need to demonstrate satisfactory methodology and track record of delivering a supply chain. | | | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 1.13 | **Type A potential provider:**  If your answer to 1.12 is (b) or (c) please indicate the composition of the supply chain, indicating the roles and services to be fulfilled and supplied by the Tenderer and each relevant organisation for the service applied for. Please provide details of any current partnership agreements (including a partnership dispute resolution). If considered not applicable, please state this and the reason why. If partnership agreements between members of the consortium are yet to be formed please provide details of what steps will be taken to ensure these agreements will be in place. | | |
| **Requirement** | **Organisation** | **How much of the requirement and what will they directly deliver (%)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 1.14 | **Type B potential provider:**  If your answer to 1.12 is (d) please indicate the composition of your supply chain below (this may include the potential provider itself or solely be the potential provider) | | |
| **Requirement** | **Organisation** | **How much of the requirement and what will they directly deliver (%)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Please explain your methodology for procuring a supply chain leading to a successful solution. Support this with details of relevant experience of selection of supply chain members for this type of procurement. | | |
|  | | |

|  |  |  |
| --- | --- | --- |
| 1.15 | Are you a Small/Medium Sized Enterprise (SME)?  EU definition:  *“An enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million”* |  |
| 1.16 | Does your business fall within the category of the Voluntary and Community Sector (VCS)?  Definition:  *“The VCS is diverse in nature and identifies the following types of organisation as constituting the sector:*  *Voluntary Organisations are formally structured, not-for-profit, independent and not part of government. They tend to be managed by unpaid, voluntary management committees or boards of trustees. They have paid employees and volunteers and may be registered as charities, companies limited by guarantee or friendly societies. Social enterprises and Community Interest Companies are also regarded as voluntary organisations.*  *Community Organisations are local and self-help groups. They tend to be less formal and are often made up of volunteers. Paid staff are likely to be part-time. They are independent and are often at the centre of community action and are formed in response to a local need.*  *Social Enterprises are businesses that trade in the market in order to fulfil social aims and reinvest profit (surpluses) in social projects.*  *Umbrella Organisations are also referred to as Infrastructure Organisations. Umbrella organisations link the different levels and type of voluntary sector activity. In general, they fulfil four main functions; strategic development, support services to other organisations, liaison and representation. Examples of umbrella organisations in Leicester include Voluntary Action Leicestershire and The Race Equality Council.”* | |
|  | |
| 1.17 | How many staff does your organisation have in total?  (include part-time staff and volunteers) | 17 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A2. | **MANAGEMENT** | | | |
| 2.1 | Please list the full names of the Directors, Partners, Associate and the Company Secretary or Trustees of your organisation | | Maurice Edward Baines  Margaret Bellamy  Patricia Crane  Phillip Durban  John Flower  Hilary Jean Fryer  Jason Lee Hathaway  Craig John Kay  Janie Martin  Alwyn Dale Mortimer  Pamela Mary Posnett  Robert Dickson Scott  Martin John Devereux Traynor  Christopher John Walpole | |
| 2.2 | Are or have any of the people listed in 2.1   1. Been employed by Leicester City Council in the last three years or 2. Currently Elected Members (Councillors) of Leicester City Council | | |  |
| If Yes, please enclose details |  | | |
| Are or have any relatives, partners or associates of the people listed in 2.1   1. Employed by Leicester City Council at a senior level or 2. Is an Elected Member (Councillor) or 3. have any involvement in other organisations that provide services to the Council | | |  |
| If Yes, please enclose details |  | | |

|  |  |  |
| --- | --- | --- |
| A3. | **BUSINESS PROBITY** | |
| 3.1 | Regulation 23 of the Public Contracts Regulations 2006 enables public sector authorities to exclude and disqualify organisations from tendering in the following circumstances:  If an organisation that is a company:   * Has had a winding-up order * Has gone into administration or is the subject of related legal proceedings * Has failed to meet its tax or social security obligations * Has court actions or industrial tribunal hearings outstanding against it * Has ever had to pay liquidated or unliquidated damages levied in respect of a failure to perform to the terms of a contract   If any of the Directors, Partners, Associates or the Company Secretary   * Has been involved in any organisation that has been liquidated or gone into receivership * Has been convicted of a criminal offence relating to conspiracy, corruption, bribery, fraud, theft and/or money laundering or to the conduct of their business or profession * Has committed an act of grave misconduct in the course of their business or profession   If the tenderer is an individual and   * Is bankrupt or has been declared insolvent or has had receivership order or administration order made against them | |
| Do you confirm that your organisation to the best of your knowledge is not liable to exclusion from tendering on any of the grounds listed above? |  |

## SECTION B: FINANCIAL & INSURANCE INFORMATION

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| B4. | **FINANCIAL INFORMATION** | | | | | | | | | | | |
| 4.1 | Please state your total turnover in each of the last two financial years (if you are leading a consortium please state its aggregated turnover). | | | | | | | Year 1  for year ended  31/03/2014 | | | | Year 2  for year ended  31/03/2013 |
| 4.2 | **At least one** financial document listed below **is required**. Please indicate which of the following documents has been enclosed: | | | | | | | | | | | |
| ✓  ☐  ☐ | A copy of your audited accounts for the last two most recent years of trading (if applicable)  A statement of your turnover, profit & loss account and cash flow for the most recent year of trading  A statement of your cash flow forecast for the current year and a letter from your bank outlining your current cash and credit position | | | | | | | | | | |
| 4.3 | If requested, would you be able to provide a bankers reference? | | | | | | | |  | | | |
| Name and address of banker | | | | | NatWest  Business & Commercial  4 Penman Way  Grove Park  Enderby  Leics LE19 3WP | | | | | | |
| 4.4 | Would the ultimate holding company/parent organisation be prepared to guarantee your contract performance as its subsidiary or can you provide other forms of security for contract purposes? | | | | | | | |  | | | |
| 4.5 | Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? | | | | | | | |  | | | |
| 4.6 | Has your organisation met all its obligations to pay its creditors and staff during the past year? | | | | | | | |  | | | |
| 4.7 | If the answer to question 4.5 and 4.6 above is NO, please provide further details | | | | | | | | | | | |
| Details Enclosed | |  | | | | | | | | | |
| 4.8 | VAT Registration number (if applicable) or statement as to VAT position | | | | | | | | N/A | | | |
| 4.9 | Who is the person in the organisation responsible for financial matters? (this is the person to be contacted for further financial information if required) | | | | | | | | | | | |
| Name | | | Mr Christopher Walpole | | | | | | | | |
| Job Title | | | Resources Manager | | | | | | | | |
| Email address | | |  | | | | | | | | |
| Contact number | | | Office: 0116 268 9704 | | | | | | Mobile: N/A | | |
| B5. | **INSURANCE INFORMATION** | | | | | | | | | | | |
| 5.1 | Please indicate the level of insurance cover that you hold: | | | | | | | | | | | |
|  | | | | **Minimum Required** | | **£Million** | | | | **Date of Expiry** | |
| Employers Liability | | | | £10M | | £ 10M | | | | 20/11/2015 | |
| Public Liability | | | | £10M | | £ 10M | | | | 20/11/2015 | |
| Professional Indemnity | | | | £5M | | £ 2M | | | | 26/10/2015 | |
| 5.2 | If you do not currently hold the minimum cover required, **please confirm that you are willing to get the required minimum insurance cover prior to agreement on this contract** | | | | | |  | | | | | |
| 5.3 | Has your organisation or any of its Directors been refused insurance cover within the last 5 years | | | | | |  | | | | | |
| If yes, please give details of refusal | | | | | | | | | | | |

## SECTION C: TECHNICAL RESOURCES & REFERENCES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| C6. | **TECHNICAL RESOURCES** | | | |
| 6.1 | Please list the skills in the table below including professional, managerial and technical expertise that are available in your organisation to enable you to carry out work for this authority e.g. training, finance, experience etc. Please include qualifications of staff | | | |
| **Skill** | **Number of Staff** | **Qualifications, training & expertise** | |
|  |  |  | |
|  |  |  | |
|  |  |  | |
|  |  |  | |
|  |  |  | |
| 6.2 | Please supply details of staffing levels in your organisation by completing the table **and supplying an organisational chart** showing in particular the national management structure and how your local organisation is/will be managed including who is/will be responsible for the day to day operation and management and how the local structure fits in with your national structure showing reporting lines. | | | |
| **Staff** | | | **Number of Employees** |
| Heads of Service  (e.g., Regional/Area Level Manager) | | |  |
| Area Managers (e.g., Deputy Heads of Services and/or Managers of services in local area) | | |  |
| Senior Support Coordinators  (e.g., Leads one or more teams of staff) | | |  |
| Senior Support Workers (e.g., Experienced staff and/or lead a team of staff) | | |  |
| Support Staff  (e.g., Support Staff) | | |  |
| Admin/Clerical  (e.g., Area or Regional specific) | | |  |
| Others | | |  |
| **Organisational Chart enclosed** | | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 6.3 | Has your organisation been accredited through the Quality Assessment Framework (QAF) by any Local Authority | |  |
| If Yes, please enclose details |  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| C7. | **REFERENCES** | | | | |
| 7.1 | Please provide brief details of a **minimum of** **2 organisations** for which the applicant has carried out work within the past 3 years. In relation to Suicide Awareness Training**.** | | | | |
|  | **Please refer to the attached questionnaire that YOU are required to send to your nominated referees**  **It is your responsibility to ensure that the references from the referees you have identified below are completed and consequently returned directly to the named officer at Leicester City Council by no later than 5pm on Thursday 20th November 2014 Failure to return the references within the specified time will result in a Fail.** | | | |  |
|  |  | **Reference 1** | **Reference 2** | **Reference 3 (LCC if applicable)** | |
|  | **Organisation Name** |  |  |  | |
|  | **Contact Name** |  |  |  | |
|  | **Job Title** |  |  |  | |
|  | **Telephone Number** |  |  |  | |
|  | **Email Address** |  |  |  | |
|  | **Website Address** |  |  |  | |
|  | **Contract Title** |  |  |  | |
|  | **Date of Contract Award** |  |  |  | |
|  | **Contract Value** |  |  |  | |
|  | **Date Contract Completed** |  |  |  | |
|  | **Brief Description of Contract (max 100 words)** | To provide 10 community-based half-day suicide awareness training sessions. Responsible for arranging, administering, managing and evaluating the session; advertising and sourcing the delegates; booking venues and refreshments; provision of delegate information packs, including local support and ‘sign-posting’ services. | To provide 40 ‘in-house’ suicide awareness training sessions to LPT staff. Delivery of training (of three hours duration) and provision of handouts and delegate information packs. Delegates and venues provided by LPT. |  | |

|  |  |
| --- | --- |
|  | If you cannot provide information on at least one reference contract, please explain why |
| Max 100 words |

|  |  |  |  |
| --- | --- | --- | --- |
| 7.2 | Within the last 3 years has your organisation ever had to pay financial penalties or contractual damages levied in respect of failure to perform the terms of contract? | |  |
| If yes, please enclose details |  | |
| 7.3 | Can you confirm that your organisation has never failed to complete a contract or had it terminated by a client early due to failure to perform to the terms of the contract? | |  |

|  |  |
| --- | --- |
| C8. | **SKILLS & EXPERIENCE** |
| 8.1 | Please summarise your experience within the past 3 years of undertaking contracts similar or comparable to those for which you wish to tender, including contracts for local authority clients, other public sector bodies, Third Sector agencies and private sector organisations. |
| **Max 300 words**  The RCC was the lead organisation for the successful delivery of a three-year **BIG Lottery** grant-funded Suicide Awareness Partnership Training project covering Leicestershire & Rutland, Nottinghamshire, Derbyshire and Northamptonshire. This grant, worth £442,114, ran from August 2009 to October 2012.  We have also delivered half-day community-based suicide awareness training for **Leicester City Council** (Public Health) during 2013-14 and 2014-15 (£35,000 per years) and, prior to that, the same for **Leicester City PCT** (Public Health) during 2012-13. These were to deliver ten sessions per annum.  We have also delivered suicide awareness or suicide and self-harm awareness for contracts issued by:   * **Leicestershire Partnership NHS Trust** (40 suicide awareness session from 2013 to December 2014) * **Leicester City Council** (9 ‘in-house’ three-hour sessions and 8 ‘in-house’ two-hour sessions to Council staff during 2013-14) * **Leicestershire County Council Healthy Schools Programme** (six half-day suicide/self-harm sessions for school staff during 2013-14; three similar during 2014-15) * Sundry other *ad hoc* training sessions to individual agencies   [161 words] |
| 8.2 | Please describe the experience, skills and capacity that your organisation has with delivering Suicide Awareness Training |
| **Max 250 words**  The RCC has been delivering suicide awareness training since 2005, having been tasked by the then Leicester, Leicestershire & Rutland Suicide Prevention Strategy Group to develop such training and to coordinate delivery. The model of delivery is that the RCC arranges the venues, advertises the training, sources the delegates, evaluates the training; in fact, does everything towards providing a suitable learning experience. However the training content itself is generally delivered by external facilitators from relevant statutory or voluntary agencies (for example, those that work in mental health or other appropriate areas) that have experience and knowledge of the subject matter.  The RCC has been engaged in suicide awareness training for ten years and its current Suicide Awareness Partnership Training (SAPT) has been active for five years with the same project manager. We therefore have both organisational and individual experience. The project manager has relevant skills including training qualifications (PTLLS level 4), voluntary experience as a Samaritan listener, and level 3 Counselling Skills accreditation. The member of staff to deputise for the project manager also has relevant training skills and experience.  The RCC has capacity to deliver, having successfully run contracts of this size and for similar services. The model of the training, which utilises external facilitators, means that training events can go ahead even if the project manager is absent at short notice (although in practice this has only happened once).  [231 words] |
| 8.3 | Please tell us about an evaluated project you have delivered and are most proud of related to Suicide Awareness Training, and why? |
| **Max 250 words**  All suicide awareness training events are evaluated, with delegates completing questionnaires. The feedback is almost uniformly excellent and the training is highly regarded and credible. The most significant, and external, evaluation of the suicide awareness training was conducted by Focus Consultants in 2011. This found that 89.1% of delegates said their awareness of suicide had increased; 85.5& felt more confident in raising the issue and talking to someone about suicide; 76.7% of delegates had recommended the training to others; and at that time, delegates had gone on to support an average of 3.47 vulnerable or at-risk people since the training. These are impressive figures, and demonstrate the effectiveness of our training. However, with such a subject as suicide, we should not forget that we are dealing with individuals in distress and in crisis. The following was received by us from a worker at a local housing association shortly after he had attended the training:  “Shortly after completing the training I was called out to a sister project where a service-user was threatening suicide. The training made me alert to enquire about means available and previous form, which turned out to be very relevant in the case. Crisis was averted and long-term support has now been put in place. I felt your project equipped me to deal with this incident”.  It is the individual stories behind the statistics that make our work worthwhile; and why we are pleased that Leicester City Council continues to provide resources to suicide awareness training.  [249 words] |

## SECTION D: BUSINESS APPROACH

|  |  |  |  |
| --- | --- | --- | --- |
| D9. | **QUALITY ASSURANCE** | | |
| 9.1 | Does your organisation apply documented quality management procedures? | |  |
| 9.2 | Does your organisation hold a recognised quality management accreditation for example ISO 9001 or equivalent? | |  |
| Certificate enclosed |  | |
| 9.3 | If you do not have a quality certification or a quality management system, please explain why | | |
| **Max 250 words** | | |
| 9.4 | Does our organisation have specific procedures to ensure effective communication with your clients and customers | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| D10. | **BUSINESS CONTINUITY PLANNING** | | |
| 10.1 | Does your organisation have a formal Business Continuity Management Programme? | |  |
| If Yes, what Business Continuity Planning documents are available, and on what date were they last tested? | | |
| A fully documented business continuity plan has been updated in 2014 and the ability to get the I.T. system up and running (max 60 hours) was tested in 2013 | | |
| Is the service, the subject of this procurement included in those plans? | |  |
| 10.2 | If your organisation does not have Business Continuity Management Programme for the service subject of this procurement then please confirm that if successful you will have a Business Continuity Management Programme in place within six months of the commencement of the contract | |  |
| 10.3 | Who is the person in the organisation responsible for Business Continuity Management? | | |
| Name | Mr J Prescott Mr C Walpole | |
| Job Title | CEO Resources Manager | |
| Email Address |  | |

|  |  |  |
| --- | --- | --- |
| D11. | **DATA PROTECTION** | |
| 11.1 | Does your organisation apply procedures for the protection of personal information about individuals in conformity with the Data Protection Act 1998? |  |

|  |  |
| --- | --- |
| D12. | **TRAINING** |
| 12.1 | Please describe briefly how your organisation addresses Recruitment and Selection. Your response should include a detailed description of your recruitment procedures, including vetting procedures |
| **Max 250 words** |
| 12.2 | Please describe briefly how your organisation maintains a structured programme of training and professional development for your staff throughout their employment |
| **Max 250 words** |
| 12.3 | Please describe briefly how your organisation addresses staff appraisals and training needs analysis |
| **Max 250 words** |

## SECTION E: POLICIES & PROCEDURES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| E13. | **POLICIES & PROCEDURES** | | | |
| 13.1 | In delivering the requirements of this contract, the Council will require the Provider to work to the principles set out in a number of National and Local Acts, policies and regulations. Please confirm that your Organisation is working to, or will work to, the following: | | | |
| **No** | **Act/Legislation** | **Currently working to** | **Will work to** |
| 1 | Companies Act |  |  |
| 2 | Data Protection Act |  |  |
| 3 | Disabled Persons (Employment) Act |  |  |
| 4 | Employment Relations Act and Regulations |  |  |
| 5 | Employment Rights Act |  |  |
| 6 | Equality Act 2010 |  |  |
| 7 | Freedom of Information Act |  |  |
| 8 | Health and Safety at Work Act and Regulations |  |  |
| 9 | Human Rights Act |  |  |
| 10 | National Minimum Wage Regulations |  |  |
| 11 | Bribery Act 2010 |  |  |
| 12 | Rehabilitation of Offenders Act |  |  |
| 13 | Safeguarding Adults and Children/ Safe Guarding Adults National Framework of Standards and the Leicester, Leicestershire & Rutland – “No Secrets – Safeguarding Adults: Multi-Agency Policy and Procedures for the Prevention of Abuse of Adults in need of Safeguarding” |  |  |
| 14 | Working Together to Safeguard Children 2013 |  |  |
| 15 | Section 117(2) Local Government Act 1972 |  |  |
| 16 | Working Time Directive (EC Regulation) |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 13.2 | Please confirm that your Organisation either currently has these policies and procedures in place or will have them in place at the commencement of a Contract if awarded: | | | |
| **No** | **Policy/Procedure** | **Have in place** | **Will have in place** |
| 1 | Acceptance of Gifts/Legacies |  |  |
| 2 | Business Continuity Planning |  |  |
| 3 | Complaints and Commendations |  |  |
| 4 | Confidentiality and Disclosure |  |  |
| 5 | Critical incidents / accidents / emergencies responding / recording |  |  |
| 6 | Declaration of Interest/Conflict of Interest |  |  |
| 7 | Personnel Issues (including grievance and disciplinary) |  |  |
| 8 | Professional Conduct |  |  |
| 9 | Quality Assurance Policy |  |  |
| 10 | Staff Training, Development, Mentoring and Supervision |  |  |
| 11 | Violence against staff |  |  |
| 12 | Whistle Blowing guidance/policy of Partners |  |  |
| 13 | Recruitment of Volunteers |  |  |
| 14 | Volunteer Expenses |  |  |
| 15 | Patient Consent |  |  |
| 16 | Patient, Public and Staff Safety |  |  |
| 17 | Information Management |  |  |
| 18 | Privacy & Dignity |  |  |
| You are not required to submit any policies and procedures with your tender, except for those stated elsewhere in the tender questionnaire. However, the Council will have a right to view these policies and procedures if required upon reasonable request. | | | |
| 13.3 | Please confirm your approval for the Council to view these policies and procedures when required upon reasonable request | |  | |
| 13.4 | Does your organisation have a Quality Framework in place to monitor and update these policies and procedures? | |  | |

## 

## SECTION F: HEALTH & SAFETY

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| --- | --- | --- | --- |
| F14. | **HEALTH & SAFETY** | | |
| 14.1 | Any organisation employing **more than four employees** has by law to prepare and bring to the attention of employees a written Health and Safety Policy Statement. A Health and Safety Policy usually has three distinct sections namely:   * **General Policy Statement** – a short statement outlining the organisation’s commitment to health and safety, signed and dated by the senior organisation official (for example the Managing Director) * **Organisation** – how the organisation addresses health and safety; lines of communication between managers and staff; and any specific duties/responsibilities assigned within the organisation – this should be relatively straightforward for small organisations. * **Arrangements** – the systems and procedures in place for ensuring employees’ health and safety at work. “System” means processes and procedures to ensure that health and safety is properly managed and that legal requirements are met. | | |
| Please enclose a copy of your organisation’s Health and Safety Policy and manual which demonstrates the above. This should be no more than two years old and should be signed and dated by your Chairman/Chief Executive/Managing Director or Company Secretary | | |
| **Policy Enclosed** | |  |
| 14.2 | If your organisation has **less than 5 employees**, please provide a letter or statement of your commitment to comply with the Health & Safety at Work Act (1974) and the matters in regulation 4 of the Management of HSW Regulations 1999. | | |
| **Policy Enclosed** | |  |
| 14.3 | Name of Director, Partner or other person responsible for the implementation of the organisation’s Health and Safety Policy | | |
| Mr C Walpole, Resources Manager | | |
| 14.4 | Does your organisation have access to a Health & Safety advisor? | |  |
| If Yes, please list details including qualifications, experience and professional membership status | | |
|  | | |
| 14.5 | Have there been any Improvement or Prohibition Notices or Prosecutions served on your organisation by the Health & Safety Executive or Local Authority in the last 10 years? | |  |
| If Yes, please enclose details |  | |

|  |  |
| --- | --- |
| 14.6 | Please describe how the Health & Safety Policy is brought to the attention of your organisation’s: |
| 1. Employees   **Max 250 words**  The Rural Community Council (Leicestershire & Rutland) considers the promotion of the Health & Safety of its employees and volunteers at work and of those who may be affected by its activities and operations to be of essential importance. The Trustees recognise that the effective prevention of accidents depends as much on a committed attitude of mind to Safety as on operation of equipment and safe systems of work. To this end the RCC seek to encourage employee and volunteer participation in the establishment and observance of Safety Work Practices.  All employees have a planned induction on the first day of employment. The Resources Manager goes through the RCC Handbook and details out the employee and employers responsibilities for ensuring a safe working environment for all. Every employee is given a guided walk through the premises and sign that they have had a formal Health & Safety induction and that they understand the company policies and where if required clarification etc can be obtained.  There are bimonthly, minuted staff meetings where any Health & Safety matters are/can be raised. Any points requiring additional attention are carried forward to the next meeting.  [191 words] |
| 1. Sub-contractors   **Max 250 words**  Any external companies or individuals carrying out work on or in the premises are contracted by the Resources Manager or in their absence the CEO. Depending on the nature of the work a satisfactory contractor’s method statement and risk assessment may be required.  Any visitors to the premises are required to sign the visitors book on arrival and leaving. Unless already familiar with the work area, contractors are escorted to the prescribed areas and Health & Safety concerns informed/agreed.  Any contractors requirement are also fed back to staff in a written format.  [92 words] |

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## SECTION G: ENVIRONMENTAL MANAGEMENT & SOCIAL CONSIDERATIONS

|  |  |  |  |
| --- | --- | --- | --- |
| G15. | **ENVIRONMENTAL MANAGEMENT & SOCIAL CONSIDERATIONS** | | |
| 15.1 | Does your organisation apply documented Environmental Management procedures aimed at the reduction of energy consumption, carbon footprint and waste, and the promotion of recycling? | |  |
| 15.2 | Has your organisation ever been prosecuted or had a notice served in respect of a breach of environmental legislation within the last 5 years? | |  |
| If Yes, please enclose details |  | |
| What steps have you subsequently taken to ensure that you comply with environmental legislation and any associated good industry practice guidance? Please enclose examples of procedures and/or staff training records. | | |
| Examples enclosed |  | |

|  |  |  |
| --- | --- | --- |
| G16. | **LOCAL SUSTAINABILITY & COMMUNITY BENEFITS** | |
| 16.1 | Does your organisation either has experience or gives commitment to delivering community benefits in terms of, for example, apprenticeship or training schemes, support for local projects and volunteering? | ✓ |
| 16.2 | Does your organisation have experience of promoting opportunities for the use of local suppliers wherever possible or gives commitment to the use of local suppliers wherever possible | ✓ |

## SECTION H: EQUAL OPPORTUNITIES

|  |  |  |  |
| --- | --- | --- | --- |
| H17. | **EQUAL OPPORTUNITIES** | | |
| 17.1 | Is it your policy as an employer to comply with your statutory obligations to staff and applicants for employment under the following equality and non-discrimination laws: The Equality Act 2010 and any Regulations and Codes of Practice produced pursuant to that Act. | |  |
| 17.2 | Do you observe the Equalities and Human Rights Commission Code of Practice on Employment, which gives practical guidance to employers and others on the application of the Equalities Act 2010, including the elimination of discrimination against people with protected characteristics of, age, disability, gender reassignment, gender identity, race or ethnicity, religion or belief, pregnancy or maternity, marriage or civil partnership, or sexual orientation? | |  |
| 17.3 | Do you observe all the equality legislation referred to above and work to ensure that neither your employees nor service users face discrimination because of their age, disability, gender, gender identity, race or ethnicity, religion or belief, pregnancy or maternity, marriage or civil partnership, or sexual orientation? | |  |
| 17.4 | Does your organisation have a written equal opportunities policy to ensure compliance with its obligations under the Equalities Act 2010? | |  |
| If yes, is this policy enclosed? | |  |
| 17.5 | If No to Question 16.4, please confirm that if successful you will have a written equal opportunities policy in place within six months of the commencement of the contract. | |  |
| 17.6 | In the last 3 years, has any finding of unlawful discrimination or other breach of Equality Law been made against your organisation by any court or employment tribunal or Employment Appeal Tribunal? No | | |
| If YES, please provide details and what steps were taken as a consequence of that finding: | | |
|  | | |
| 17.7 | In the last three years, has your organisation been the subject of a formal investigation by the Equality and Human Rights Commission or any previous equality commission on grounds of alleged unlawful discrimination? No | | |
| If YES, please provide details and what steps were taken as a consequence of that finding: | | |
|  | | |
| 17.8 | Who is the person in the organisation responsible for dealing with equality obligations? | | |
| Name | Mr J Prescott | |
| Job Title | CEO | |
| Email Address |  | |

|  |  |
| --- | --- |
| 17.9 | How does your organisation promote awareness amongst its staff, including supervisors and managers, of its need to eliminate unlawful discrimination, harassment, and other prohibited conduct, to advance equality of opportunity and the fostering of good relations between people who share a protected characteristic and those who do not, both in employment, access to services, and service delivery? |
| **Max 250 words**  The RCC Equal Opportunities Policy is given to all employees at their induction meeting and it forms a specific discussion item on that meeting’s agenda.  Policy Implementation:   * Communication of policy to employees, job applicants and relevant others (such as contracts or agency workers) * Incorporate specific and appropriate duties in respect of implementing the equal opportunities policy into job descriptions and work objectives for all staff * Provide equality training and guidance as appropriate, including training on induction and management courses * Ensure that those who are involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory selection techniques * Incorporate equal opportunities notices into general communications practices * Ensure that adequate resources are made available to fulfil the objectives of the policy   [127 words] |
| 17.10 | How does your organisation manage its obligations towards part time and agency workers? |
| **Max 250 words**  Volunteers, part time and agency workers are treated no differently than full time employees.  The comments and processes in 17.9 apply equally.  [22 words] |

## SECTION I: SAFEGUARDING

|  |  |  |
| --- | --- | --- |
| I18. | **WORKFORCE QUESTIONS ON SAFEGUARDING** | |
| 18.1 | Where work to be undertaken is regulated or controlled under the Safeguarding Vulnerable Groups Act 2006 (SVGA), please confirm: | |
| * 1. That you understand and will undertake the relevant responsibilities and duties under the SVGA   2. That members of your organisation have not been convicted or been the subject of any adverse finding under any offence under the SVGA   3. That you have policies, procedures and conditions in place as part of the employment of persons in regulated work under SVGA      1. To make appropriate pre-employment checks      2. To make appropriate checks during employment      3. To monitor anyone subject to any conditions in the conduct of regulated activity   4. That you follow the guidance issued by relevant authorities in the management of controlled activity under the SVGA   5. That you will accept and comply with the Council’s safeguarding requirements pursuant to the Council’s policies and procedures in relation to safeguarding and the SVGA | |
| Please confirm |  |

## SECTION J: UNDERTAKING BY THE APPLICANT

I/We certify that the information supplied is accurate to be best of my/our knowledge and that I/we accept the conditions and undertakings requested in the questionnaire. I/We understand that false information could result in my/our disqualification from this shortlisting process.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Council to cancel any contract currently in force and will result in my/our disqualification from this shortlisting process.

|  |  |
| --- | --- |
| **FORM COMPLETED BY** | |
| **Name** | Michael Wilbur |
| **Position (Job Title)** | SAPT project manager |
| **Date** | 19/11/2014 |
| **Signature** |  |

## SECTION K: STATEMENT RELATING TO GOOD STANDING

**STATEMENT RELATING TO GOOD STANDING — GROUNDS FOR OBLIGATORY EXCLUSION (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)**

|  |
| --- |
| **Contract Name / Description** |
| **Suicide Awareness Training** |

I/We confirm that, to the best of my/our knowledge, the Applicant is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

### K1 Grounds for Mandatory Rejection (ineligibility)

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named Organization) has not been convicted of any of the following offences:

1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA;
2. 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; where the offence relates to active corruption;
3. the offence of bribery, where the offence relates to active corruption;

(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

1. fraud, where the offence relates to fraud affecting the financial interests of the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
   1. the offence of cheating the Revenue;
   2. the offence of conspiracy to defraud;
   3. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act Northern Ireland)1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
   4. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
   5. 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;
   6. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
   7. 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;
   8. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006;
   9. making, adapting supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
2. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

(ea) 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; or

(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

|  |  |
| --- | --- |
| **Name** | Jeremy Prescott |
| **Position (Job Title)** | Directorr |
| **Date** | 19/11/2014 |
| **Signature** |  |

### K2 Discretionary Grounds for Rejection

**The Authority is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer ‘no’ to every question it is possible that your application might not get 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 Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise.**

**The Authority is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 23, 24, 25, 26 or 27 of the Public Contracts Regulations 2006 or you fail to provide any such information requested by us.**

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named Organisation) confirms that it:

1. being an individual is a person in respect of whom a debt relief order has not been made or is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
2. being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
3. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
4. has not been convicted of a criminal offence relating to the conduct of his business or profession;
5. has not committed an act of grave misconduct in the course of his business or profession;
6. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
7. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;

|  |  |
| --- | --- |
| **Name** | Jeremy Prescott |
| **Position (Job Title)** | Director |
| **Date** | 19/11/2014 |
| **Signature** |  |

# FORM OF TENDER

* 1. Form of Tender
  2. Pricing Schedule
  3. Method Statements
  4. TUPE Regulations
  5. Tendering Certificate
  6. Guarantee Undertaking
  7. Checklist

## Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO LEICESTER CITY COUNCIL

**Re: Invitation to Tender dated 10 October 2014 for Suicide Awareness Training**

To: Leicester City Council, Bosworth House, 9-15 Princess Road West, Leicester LE1 6TH

Having read carefully the Invitation to Tender:

* + 1. We offer to perform the Service specified and to complete the contract to meet the requirements of the Invitation to Tender in accordance with the pricing schedules annexed to this Form of Tender at section 6.2 and fully in accordance with the CONTRACT DOCUMENTS.
    2. We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 6 months from this date.
    3. We confirm that we have enclosed with this Form of Tender the following documents:

1. Business Questionnaire
2. Form of Tender (6.1)
3. The Pricing Schedule (6.2)
4. Method Statements (6.3)
5. TUPE Regulations (6.4) (if applicable)
6. The Tendering Certificate (6.5) including

* Collusive Tendering declaration
* Declaration and Canvassing Certificate

1. Guarantee Undertaking (6.6) (if applicable)
   * 1. We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in Section 6.6 duly completed by our ultimate holding company. **(DELETE IF NOT APPLICABLE)**
     2. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that the Council is not bound to accept any tender it receives.

Company\*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. Signature | |  | 1. Signature | |
| Name | Jeremy Prescott |  | Name | Chris Walpole |
| Director | |  | Company Secretary | |

|  |  |
| --- | --- |
| For and on behalf of | Rural Community Council (Leicestershire & Rutland)  Reg No. 3665974  **(print company’s full name and registered number)** |
| Registered address | Community House |
|  | 133 Loughborough Road |
|  | Leicester |
|  | LE4 5LQ |
| DATE | 19/11/2014 |

## Pricing Schedule (20%)

## Suicide Awareness Training

**INSTRUCTIONS**

1. All prices entered must be gross and *exclusive* of VAT.
2. All prices quoted must include all costs and expenses (i.e. staffing, travel, administration, overheads, etc.)
3. Inflationary price increase may be awarded to the Service Provider, following an annual review and will be as determined by the Council. This does not guarantee that there will be an increase annually.
4. Please provide a full breakdown of your costs in the tables below, indicating all main elements involved to indicate how you have costed the provision of the service. Indicate all staffing and costs/margins, where relevant, associated with your costings including all preliminaries, overheads, profit, insurances, health & safety, environmental considerations, labour costs, plant, materials, mileage and parking permits.

**FULL COST BREAKDOWN**

**Please provide a full cost breakdown for the total cost per annum in the columns below to show how you have calculated the cost per annum**

**The maximum contract value available is approximately £35,000 per annum. Bidders will be expected to provide bids not exceeding £35,000 per annum.**

|  |  |
| --- | --- |
|  | £ Annual cost |
| Payroll Costs |  |
| Basic Salary |  |
| Employers National Insurance |  |
| Employer Pension Cost |  |
| Holiday Pay including bank holidays |  |
| Estimated Sick Pay Cost |  |
| Direct Payroll Cost (A) |  |
| Overheads |  |
| Initial Start-Up Costs |  |
| Event Costs |  |
| Travel Costs |  |
| Training |  |
| Establishment Costs (Rent, Utility, Insurance, Fixtures & Fittings) |  |
| Management Costs |  |
| Finance Costs (e.g. Administration for invoices and others, Debt Collection; Stationery) |  |
| Addition £3m PI Insurance cover |  |
| Other Overheads Costs (please specify and itemise) |  |
| Total Overheads Cost (B) |  |
| Total Costs (Direct Payroll (A) plus Total Overheads Costs (B)) |  |
| Operating Margin |  |
| Total Annual Cost | 35,000 |

## Method Statements

In evaluating Bids, the Council will only consider information provided in response to the Invitation to Tender. Tenderers should not assume that the Council has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.

As part of the Council’s evaluation process written responses are sought to the questions below. The written response to these questions must be included with your tender submission.

Tenderers are referred to Clause 2.7 Award Criteria of the Invitation to Tender document and are reminded that evaluation of Quality criteria (Method Statements responses) will account for **80%** of the total tender score for this stage of the tender process. The weighting applied to each question is indicated after the question in brackets below.

**Please note: All questions are mandatory**

1. **Each method statement question should be completed on a separate sheet(s) clearly marked with the question and the response below all in one document.**
2. **Where word limits are quoted for a question, you must ensure that in your response you do not exceed the word limit. Ensure you quote at the bottom of your response to the question in brackets, the word count used. The question number, question asked, and the word count shown must not be included in the word limit.**
3. **Tenderers should not replicate their policies and procedures in the method statements, but demonstrate how they apply these in their everyday practice when delivering services/outcomes.**
4. **No additional information or appendices other than your written response, unless otherwise indicated, should be submitted. Any additional information submitted will not be considered or evaluated by the Council.**
5. **All responses will be evaluated, against agreed criteria by a tender panel.**

Section A: Service delivery (25%)

Section B: Premises / Venues (4%)

Section C: Workforce (12%)

Section D: User Focus (10%)

Section E: Partnership (8%)

Section F: Social Value (5%)

Section G: Service Monitoring (5%)

Section H: Continuous Improvement (4%)

Section I: Sustainability (3%)

Section J: Contracting (2%)

Section K Information Management and Technology (2%)

**Section A - Service delivery (25%)**

**A.1** Provide detail of your proposed Suicide Awareness Training programme with reference how it meets the requirements of the Service Specification, including evidence of external validation of the course, session content, how the content relates to Suicide Prevention policy guidance and the local and national evidence base.

State both the total number of participants you anticipate will be recruited to the sessions and the proportion of people who will be compliant with the evaluation process

*Note the definition in Section 8a of the Specification (A minimum of 50% of all stakeholders are expected to complete the evaluation.*

**(16%) Word Limit 2000**

**A2.** How will you advertise and promote the Suicide Awareness Training, including any previous experience you have in recruiting delegates from diverse communities and deprived neighbourhoods?

**(2%) Word Limit 500**

**A3** Please provide details of the resources that you will use in the delegate pack to support the training session

**(2%) Word Limit 500**

**A4** Please give a full start up implementation plan for the mobilisation of the service. Tenderer taking account that the council’s anticipation is that the infrastructure is in place to commence delivery from the 1st April 2015. This plan must include:

* All activities by month for the first twelve months of activity after contract award.
* Plans for recruitment of staff (including training and education needed)
* A breakdown of the plan expressed in elapsed days/weeks from the date of the contract award through to full implementation
* An implementation risk assessment which identifies any risks and risk mitigations

**(5%) Word limit 700 *(charts and diagrams not included in this word count)***

**Section B - Premises / Venues (4%)**

**B1** Please provide an overview and rationale for selection of potential Suicide Awareness Training venues and how you will meet the requirements set out in the specification

**(4%) Word limit 700**

**B2** Please confirm that the venues will meet regulatory standards i.e. disabled access, and any other compliance standards including Equality Legislation for delivery of the service provision. **Note: Yes/No question**

**Section C – Workforce (12%)**

**C1**. Please confirm your delivery model has been externally validated and the Suicide Awareness Course facilitators will have relevant training and expertise in suicide and self-harm prevention. **Note: Yes/No Question**

**C2**  Please provide a detailed staffing plan that describes the staffing arrangements that will enable the management and delivery of the service for the duration of the contract. This should include:

* Comprehensive job descriptions
* Person Specifications – to include skills, education and experience and relevant accreditation required
* Details of relevant knowledge, skills in the service, previous roles (duration, responsibility, organisation)
* Planned working patterns and Contractual hours
* Proposed contingency arrangements to cover staff absences

**(4%) Word limit 700 *(job description and person specifications are not included in the word count)***

**C3**. Please describe how you will ensure that all staff engaged in the delivery of Suicide Awareness Training have the necessary skills, competence and English language communication skills to undertake the role. Your proposal should provide full details of your training policies and procedures including;

* Induction training – this will include safeguarding training
* Top-up and refresher training
* Health and Safety
* Equality and Diversity
* Disability Awareness

**(4%) Word limit 700**

**C4**. Please describe your intended approach to achieving and maintaining a positive employee relations environment and in dealing with the following:

* Any disciplinary, issues and/or complaints of bullying and harassment
* Any grievances;
* Any reports of malpractice;
* Sickness absence;
* Holiday cover; and
* Staff conduct/ performance issues arising from user complaints

Please explain what methods you implement to appraise and manage the performance of all staff

**(4%) Word limit 700**

**C5.** Please confirm that all staff that will have access to children and young people will have a DBS check and clearance through the Disclosure and Barring Service (DBS) prior to commencement of service and/ or upon employment?

**Note: Yes/No question**

**Section D - User Focus (10%)**

**D1** What assessment has been made with regard to equalities when designing this service? What issues have been considered? How will you use this information?

How will you ensure that the service is accessible, convenient and equitable, ensuring uptake by those groups most in need of the service? (e.g. Physical access, appointment systems, out-of-hours arrangements, user focussed, provision for those that do not speak English)?

**(5%) Word limit 700**

**D2** Please describe how you will involve and engage mental health service users and carers in the design, development, delivery and reviews of the service

**(5%) Word limit 700**

**Section E - Partnership (8%)**

**E1.** How do you propose to engage with relevant partners and stakeholders?

**(8%) Word limit 700**

**Section F - Social Value (5%)**

**F1.** Please describe how through this contract you propose to improve the economic, social and environmental wellbeing of the communities in Leicester. In delivering this contract what proportion of your staff will come from existing employees and what proportion of your staff do you intend to recruit from the local area?

**(5%) Word limit 700**

**Section G - Service Monitoring (5%)**

**G1.** Please describe the system that you will have in place to ensure that accurate, timely information is supplied in accordance with contractual requirements

**(5%) Word limit 700**

**Section H - Continuous Improvement (4%)**

**H1.** Please describe your intended approach to continuous improvement initiatives that you would implement for the lifetime of the contract service provision, including how you will monitor service quality, and identify and respond to any causes for concern or serious untoward events

**(4%) Word limit 700**

**Section I - Sustainability (3%)**

**I1.** As an organisation, how will you actively contribute to sustainability whilst delivering this service?

**(3%) Word limit 700**

**Section J - Contracting (2%)**

**J1**. Please nominate a senior manager or director of your organisation who will be the responsible person for managing the contract should your organisation be successful in this process. The person will also be responsible for providing information and resolving problems in an appropriate timescale and attending all agreed contract meetings, as agreed with the Commissioners, nominating a suitable replacement in their absence. Please include contact details.

**Provided Yes/No**

**J2.** The needs of the service/contract may change during the duration of the contract - this could be for a variety of reasons. How adaptable is your team/organisation in adapting to changes such as this?

**(2%) Word limit 700**

**Section K - Information Management and Technology (2%)**

**K1** Please explain what you will implement to ensure the service will manage the privacy, security and confidentiality of service user information with particular reference to the Data Protection Act 1998, general duty of confidentiality, service design, info sharing protocol, consent etc. This should include examples in this area of how you will manage service user information and any existing policies on the security and confidentiality of service user information

**(2%) Word limit 500**

**K2** Please give the name and contact details for the person who will act as Information Security Manager for the purposes of the Contract.

**Name provided Yes/No**

## TUPE Regulations

**For information purpose only:**

**Transfer of Undertakings (Protection of Employment) Regulations 2006**

It is Council’s preliminary view that TUPE Regulations may apply in respect of this contract. However, tenderers will need to reach their own conclusion as to whether or not TUPE applies. Tenderers are strongly advised that they should seek independent professional advice on the consequences for them about TUPE and pensions if they are the successful bidder and the TUPE Regulations apply. For this purpose the Council has obtained from the existing service providers details about the staff that these existing service providers say perform the service which is the subject of this Invitation to Tender. These details are set out in the below attachment.

****

The Council is not in a position to warrant the accuracy of the information provided by the existing service provider. Tenderers are reminded that this information is provided on a strictly confidential basis and for the purpose of submitting this bid.

**TUPE**

* + 1. Do you think TUPE will apply to the award of this contract? (**please tick**):





* + 1. Should TUPE apply please confirm that you will comply with any information and consultation requirements under TUPE:





* + 1. Please provide a transition plan for taking on staff under TUPE and also identify any measures you envisage will be taken. This should demonstrate that your organisation understands and can manage obligations under TUPE and describe your intended approach to consultation with the workforce within a two month or lesser period between contract award and commencement of service.

The RCC currently employs staff subject to TUPE, and will comply with TUPE regulations. However, as the current contract holder for suicide awareness training with Leicester City Council (and the sole provider under this contract), the RCC does not anticipate taking on staff if successful in this tender exercise; therefore the RCC believes a transition plan is not required. If the commissioner does require a transition plan, it will be provided.

## Tendering Certificate

To: LEICESTER CITY COUNCIL (“The Council”)

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than the Council the amount or approximate amount or terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any member, officer or other employee of the Council in connection with the award of this or any other Council contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other Council contract or tender.

|  |  |  |
| --- | --- | --- |
| SIGNED\* (1) |  |  |
| Name (Please print) |  | Jeremy Prescott |
| Status |  | Director |
| SIGNED\* (2) |  |  |
| Name (Please print) |  | Christopher Walpole |
| Status |  | Company Secretary |
| For and on behalf of |  | Rural Community Council (Leicestershire & Rutland) |
| Date |  | 19/11/2014 |

**\*Note: to be signed by the same signatories as the** [**Form of Tender 6.1**](#_5.1_Form_of)

### COLLUSIVE TENDERING DECLARATION

To: LEICESTER CITY COUNCIL

I/We\* the undersigned do hereby contract and agree on acceptance of this tender, to carry out the Service detailed in the Contract Documents, at the prices and terms quoted, and in accordance with the Conditions of Contract.

In submitting a tender against the contract, I/We\* have not done and I/We\* undertake that I/We\* will not do at any time before the notification of tender results any of the following acts:

1. Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer to pay or give or agree to pay 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 this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and anybody or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

**\*delete as applicable**

|  |  |  |
| --- | --- | --- |
| Signed |  |  |
| Name (please print) |  | Jeremy Prescott |
| Position |  | Director |
| Name of Tenderer |  | Rural Community Council 9Leicestershire & Rutland) |
| Address |  | Community House, 133 Loughborough Road, |
|  |  | Leicester LE4 5LQ |
| Telephone Number |  | 0116 268 9700 |
| Fax Number |  | 0116 266 0153 |
| Email Address |  |  |
| Date |  | 19/11/2014 |

### DECLARATION AND CANVASSING CERTIFICATE

To: LEICESTER CITY COUNCIL

I/We\* hereby certify that I/We\* have not canvassed or solicited any member, officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Works and that no person employed by me/us\* or acting on my/our\* behalf has done any such act.

I/We\* further hereby undertake that I/We\* will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Service and that no person employed by me/us\* or acting on my/our\* behalf will do any such act.

**\*delete as applicable**

|  |  |  |
| --- | --- | --- |
| Signed |  |  |
| Name (please print) |  | Jeremy Prescott |
| Position |  | Director |
| Name of Tenderer |  | Rural Community Council (Leicestershire & Rutland) |
| Address |  | Community House, 133 Loughborough Road |
|  |  | Leicester LE4 5LQ |
| Telephone Number |  | 0116 268 9700 |
| Fax Number |  | 0116 266 0153 |
| Email Address |  |  |
| Date |  | 19/11/2014 |

## Guarantee Undertaking

**(TO BE COMPLETED IF THE TENDERER IS A SUBSIDIARY COMPANY)**

**We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking below duly completed by our ultimate holding company.**

**(DELETE IF NOT APPLICABLE)**

**RE: Suicide Awareness Training**

|  |  |  |
| --- | --- | --- |
| **TENDERER** |  |  |
| **PARENT COMPANY NAME** |  |  |
| **ADDRESS** |  |  |
| **REG NO** |  |  |

**TO: LEICESTER CITY COUNCIL**

In consideration of the Council inviting our subsidiary to tender we hereby enter into this Deed of Undertaking.

We, being the ultimate holding company of our subsidiary company, hereby irrevocably and unconditionally promise and undertake that in the event of the Form of Tender submitted by our subsidiary being accepted by the Council in accordance with the Form of Tender and conditions attached thereto, and, if requested to do so by the Council, we shall forthwith upon request properly execute and deliver to the Council a Deed of Guarantee and Indemnity to guarantee due performance by our subsidiary and indemnify the Council against loss in the form reasonably required by the Council, but subject to the insertion of such details and the making of revisions as the Council may reasonably require in the light of the terms and the nature and effect of the contract constituted by the said acceptance.

DATED this Select day of Select Month 2014

[SIGNED as a Deed by

[a Director and Secretary], Director

Or [two Directors]

[Director/Secretary]]

## Checklist

**Items which should be enclosed with your tender**

**Before returning your tender, please ensure that you have enclosed the following documents. (Please tick the appropriate boxes)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Information Required** | **Enclosed** | **N/A** |
| **5** | **Business Questionnaire** – completed, signed and dated |  |  |
| **Minimum of 2 Reference Requests Emailed to Your Referees** |  |  |
| **Consortium / Subcontractor(s)-** Business Questionnaire – completed, signed and dated |  |  |
| **6.1** | **Form of Tender** – completed, signed and dated |  |  |
| **6.2** | **Pricing Schedule** – including full cost breakdown |  |  |
| **6.3** | **Method Statements** – response completed for each question |  |  |
| **6.4** | **TUPE Regulations** – response completed |  |  |
| **6.5** | **Tendering Certificate** – including:  - 6.5.1 Collusive Tendering Declaration  - 6.5.2 Declaration and Canvassing Certificate |  |  |
| **6.6** | **Guarantee Undertaking** – completed, signed and dated (if applicable) |  |  |

## Appendix 1

**Example of Financial (Price) Evaluation**



## Appendix 2- Example of Combined Financial (Price) and Quality Evaluation



**Appendix 3**

**Selection Criteria – Business Questionnaire**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Numbers** | **Scoring Criteria** | **Question Type** | **Points Available Per Question** |
| **SECTION A:** | **GENERAL INFORMATION** |  |  |
|  | **General Information** |  |  |
| 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10 | Company details provided | Pass/Fail | Pass/Fail |
| 1.11 | Bidding as a consortium? | Yes/No | No Score |
| 1.12, 1.13, 1.14 | Organisation able to deliver all requirements itself or explanation provided | Pass/Fail | Pass/Fail |
| 1.15 | Small/Medium sized Enterprise? | Yes/No | No Score |
| 1.16 | Voluntary and Community Sector Organisation? | Yes/No | No Score |
| 1.17 | Total number of staff in organisation | Pass/Fail | Pass/Fail |
|  | **Management** |  |  |
| 2.1 | Director/Partners/Associates/Company Secretary/Trustee details provided | Pass/Fail | Pass/Fail |
| 2.2 | Disclosure of potential conflicts of interest | Pass/Fail | Pass/Fail |
|  | **Business Probity** |  |  |
| 3.1 | Disqualifying criteria | Yes/No | Pass/Fail |
| **SECTION B:** | **FINANCIAL & INSURANCE INFORMATION** |  |  |
|  | **Financial Information** |  |  |
| 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 | Details provided | Yes/No | Pass/Fail |
| 4.2 | Acceptable Financial standing | Yes/No | Pass/Fail |
|  | **Insurance Information** |  |  |
| 5.1, 5.2 | Employers Liability (confirmation or commitment) | Yes/No | Pass/Fail |
| 5.1, 5.2 | Public Liability (confirmation or commitment) | Yes/No | Pass/Fail |
| 5.1, 5.2 | Professional Indemnity (confirmation or commitment) | Yes/No | Pass/Fail |
| 5.3 | Insurance cover refusal | Yes/No | Pass/Fail |
| **SECTION C:** | **TECHNICAL REOURCES & REFERENCES** |  |  |
|  | **Technical Resources** |  |  |
| 6.1 | Number of staff with appropriate skills proportional to contract requirements | Pass/Fail | Pass/Fail |
| 6.2 | Staffing levels in organisation suitable to deliver contract requirements | Pass/Fail | Pass/Fail |
| 6.3 | Membership of Professional/Regulatory bodies | Yes/No | No Score |
|  | **References** |  |  |
| 7.1 | Referee details provided / Relevance | Yes/No | Pass/Fail |
| 7.1 | References: Positive Feedback | Yes/No | Pass/Fail |
| 7.2 | Track record in contract performance | Yes/No | Pass/Fail |
| 7.3 | Organisation has never failed to complete a contract or had it terminated by a client early due to failure to perform to the terms of the contract | Yes/No | Pass/Fail |
|  | **Skills & Experience** |  |  |
| 8.1 | Please summarise your experience within the past 3 years of undertaking contracts similar or comparable to those for which you wish to tender, including contracts for local authority clients, other public sector bodies, Third Sector agencies and private sector organisations.  **(300 Words)** | Pass/Fail | Pass/Fail |
| 8.2 | Please describe the experience, skills and capacity that your organisation has with delivering Suicide Awareness Training  **(250 words)** | Pass/Fail | Pass/Fail |
| 8.3 | Please tell us about an evaluated project you have delivered and are most proud of related to Suicide Awareness Training, and why?  **(250 words)** | Pass/Fail | Pass/Fail |
| **SECTION D:** | **BUSINESS APPROACH** |  |  |
|  | **Quality Assurance** |  |  |
| 9.1 | Documented quality management procedures in place | Yes/No | Pass/Fail |
| 9.2, 9.3 | Recognised Quality management accreditation | Yes/No | No Score |
| 9.4 | Procedure for communicating with clients and customers | Pass/Fail | Pass/Fail |
|  | **Business Continuity Planning** |  |  |
| 10.1 | Formal Programme in place | Yes/No | No Score |
| 10.2 | Undertaking to have in place | Yes/No | Pass/Fail |
| 10.3 | Name/Position of person responsible | Pass/Fail | Pass/Fail |
|  | **Data Protection** |  |  |
| 11.1 | Procedures for Data Protection in place | Yes/No | Pass/Fail |
|  | **Training** |  |  |
| 12.1 | Description of Recruitment and Selection process | Pass/Fail | Pass/Fail |
| 12.2 | Programme of training and professional development for staff | Pass/Fail | Pass/Fail |
| 12.3 | Description of addressing staff appraisals and training needs analysis | Pass/Fail | Pass/Fail |
| **SECTION E:** | **POLICIES & PROCEDURES** |  |  |
|  | **Policies & Procedures** |  |  |
| 13.1, 13.2 | Policies and Procedures in place or will have in place | Yes/No | Pass/Fail |
| 13.3 | Approval for Council to view | Yes/No | Pass/Fail |
| 13.4 | Quality Framework in place to monitor and update | Yes/No | Pass/Fail |
| **SECTION F:** | **HEALTH & SAFETY** |  |  |
|  | **Health & Safety** |  |  |
| 14.1, 14.2 | Health & Safety policy/manual or statement of commitment (as appropriate to size or organisation) | Pass/Fail | Pass/Fail |
| 14.3 | Name of person responsible | Pass/Fail | Pass/Fail |
| 14.4 | Access to appropriate Health & Safety advice | Yes/No | Pass/Fail |
| 14.5 | Improvement notices / prosecutions | Yes/No | Pass/Fail |
| 14.6 | Details of how policy is brought to the attention of Employees and Sub-contractors | Pass/Fail | Pass/Fail |
| **SECTION G:** | **ENVIRONMENTAL MANAGEMENT & SOCIAL CONSIDERATIONS** |  |  |
|  | **Environmental Management & Social Considerations** |  |  |
| 15.1 | Documented Environmental management procedures in place | Yes/No | Pass/Fail |
| 15.2 | Notices or prosecutions and improvement actions taken | Yes/No | Pass/Fail |
|  | **Local Sustainability & Community Benefits** |  |  |
| 16.1 | Experience of delivering community benefits, for example, apprenticeship or training schemes, support for local projects and volunteering or gives commitment | Yes/No | Pass/Fail |
| 16.2 | Experience of promoting opportunities for the use of local suppliers wherever possible or gives commitment to the use of local suppliers wherever possible | Yes/No | Pass/Fail |
| **SECTION H:** | **EQUALITY & DIVERSITY** |  |  |
|  | **Equality & Diversity** |  |  |
| 17.1, 17.2, 17.3, 17.4, 17.5 | Equal Opportunities policy or statement of commitment (as appropriate to size of organisation) | Yes/No | Pass/Fail |
| 17.6, 17.7 | Finding of unlawful discrimination | Yes/No | Pass/Fail |
| 17.8 | Name/Position of person responsible | Pass/Fail | Pass/Fail |
| 17.9, 17.10 | Promotion of awareness amongst staff group and obligations to part-time and agency workers | Pass/Fail | Pass/Fail |
| **SECTION I:** | **SAFEGUARDING** |  |  |
|  | **Workforce questions on safeguarding** |  |  |
| 18.1 | Compliance with Safeguarding requirements (confirms full compliance) | Yes/No | Pass/Fail |
| **SECTION J:** | **UNDERTAKING BY THE APPLICANT** |  |  |
|  | Completed, signed and dated | Yes/No | Pass/Fail |
| **SECTION K:** | **STATEMENT RELATING TO GOOD STANDING** |  |  |
|  | **K1 Grounds for Mandatory Rejection** |  |  |
|  | Completed, signed and dated | Yes/No | Pass/Fail |
|  | **K2 Discretionary grounds for rejection** |  |  |
|  | Completed, signed and dated | Yes/No | Pass/Fail |

**Appendix 4**

**LEICESTER CITY COUNCIL POLICIES, STANDARDS, & GUIDELINES**

**CORPORATE PRIORITIES:**

|  |  |
| --- | --- |
| Local Procurement Task Force; | <http://www.leicester.gov.uk/business/selling-to-leicester-city-council/> |
| Economic Regeneration Action Plan | <http://www.leicester.gov.uk/regeneration/> |
| Constructing Leicester Employment & Skills Strategy | <http://www.leicester.gov.uk/your-council-services/jobs-and-careers/leicester-to-work/constructing-leicester/> |

**CORE POLICIES:**

|  |  |
| --- | --- |
| Health & Safety | <http://www.leicester.gov.uk/business/health-safety/> |
| Equalities | <http://www.leicester.gov.uk/your-council-services/council-and-democracy/key-documents/equality-and-diversity/our-equality-and-diversity-strategy/> |
| Environmental | <http://www.leicester.gov.uk/your-council-services/ep/the-environment/environmental-policies-action/environmental-policy/> |
| Guide to Sustainable Procurement | <http://www.leicester.gov.uk/your-council-services/ep/the-environment/environmental-policies-action/sustainable-procurement/> |

**SAFEGUARDING POLICIES:**

|  |  |
| --- | --- |
| Safeguarding Adults | <http://www.leicester.gov.uk/your-council-services/social-care-health/adults/staying-safe/policies-and-procedures/> |
| Safeguarding Children | <http://www.leicester.gov.uk/your-council-services/social-care-health/young-peoplefamilies/child-protection/local-safeguarding-children-board/> |
| Whistleblowing | <http://www.leicester.gov.uk/your-council-services/council-and-democracy/key-documents/conditions-of-service/appendices/appendix-l-to-z/appendix-v1-whistleblowing-effective-1st-may-2013/> |

**ENVIRONMENT & PLANNING POLICIES:**

|  |  |
| --- | --- |
| Planning & Development | <http://www.leicester.gov.uk/your-council-services/ep/planning/plansandguidance/> |

**DATA & INFORMATION POLICIES:**

|  |  |
| --- | --- |
| Data Processing Retention & Disposal | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/information/> |
| Information Infrastructure Security | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/security/> |
| Information Sharing | <http://www.leicester.gov.uk/your-council-services/council-and-democracy/data-protection-and-foi/information-sharing/> |

**CORPORATE STANDARDS & GUIDELINES:**

|  |  |
| --- | --- |
| Accessibility | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/accessibilitystandards/> |
| Usability | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/usability/> |
| Editorial | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/editorial/> |
| Corporate Identity | <http://www.leicester.gov.uk/about-us/itstandardsguidelines/branding/> |

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