



# Sandwell

Metropolitan Borough Council

<b>NAME OF TENDERER/COMPANY:</b>	
Address:	
Contact Name:	
Fax No:	
Tel:	
Email Address:	

<b>INVITATION TO TENDER FOR:</b>	<b>Framework Agreement for the Provision of Children's Residential Care</b>
<b>FRAMEWORK CONTRACT COMMENCEMENT:</b>	<b>10<sup>th</sup> November 2014</b>
<b>CLOSING DATE FOR RECEIPT OF THIS TENDER:</b>	<b>NO LATER THAN 12.00 NOON ON 27<sup>th</sup> August 2014</b>

**ISSUED BY**  
**Market Development and Commissioned Services**  
**Sandwell Metropolitan Borough Council**

# PART 1

## Background Information and Framework Overview

1. Councils have a duty to make arrangements for the accommodation and care of Children for whom they have a responsibility pursuant to the Children Act 1989. The West Midlands Children's Strategic Commissioning Group (WMCSCG) is a regional group of fourteen Councils<sup>1</sup>. The Councils within the WMCSCG are taking steps to secure, so far as is reasonably practicable, accommodation for Looked after Children, which will meet the needs of the Child/Young Person as outlined in the Sufficiency Duty (Children Act 1989 Section 22G)
2. In 2012 the Councils that are part of the WMCSCG agreed to develop a Regional Framework Agreement for Residential Care homes for Children and Young People. The contract commenced on 9th May 2012 for an initial period of 2 years with the option to extend for up to a further 2 years. It has been agreed by the participating Councils to extend the contract for 6 months beyond the initial period during which time a new Regional Framework Agreement will be tendered. The new contract is expected to be in place by **10<sup>th</sup> November 2014**
3. Sandwell Metropolitan Borough Council will act as lead procurement agency for the Councils. The design of the procurement process aims to consolidate each individual Council's position as an intelligent customer, better informed as to precisely what services are included in placement packages and at the same time, ensure that placements are more closely matched to identified needs of children and young people and essentially working towards better placement outcomes. Following completion of the tender process each Council will individually make a decision on whether they will precede to award of contract, by participating in the tender process no Council is committing to proceed to contract award. This Framework covers all children in need of residential care, and may include some Children with a disability. Councils will endeavour to place children in residential provision that is rated as good or outstanding. Where a home is rated as requiring improvement/adequate authorities will undertake a risk assessment of the specific home to consider making a placement. Councils will not knowingly make a placement in an inadequate provision. Where a Council is seeking to place a child in a residential establishment with education provided, they will prioritise placements that have both good or outstanding care and good or outstanding education. Given the current financial climate, a key requirement from this procurement exercise is to ensure that all of the Councils are achieving value for money when procuring placements. Therefore, Service Providers must ensure that their Tendered Price offers the Councils value for money. The Councils, both individually and collectively, reserve the right to procure placements outside of the contract where it is necessary to meet the needs of individual children.
4. All of the Councils in the West Midlands currently purchase residential placements. For some of these Councils these placements are in addition to their use of their own

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<sup>1</sup> Birmingham City Council, Coventry City Council, Dudley Metropolitan Borough Council, Herefordshire Council, Sandwell Metropolitan Borough Council, Shropshire Council, Solihull Metropolitan Borough Council, Staffordshire County Council, Stoke on Trent City Council, Borough of Telford & Wrekin, Walsall Metropolitan Borough Council, Worcestershire County Council, Warwickshire County Council and Wolverhampton City Council

residential estate and/ or specific contracts with service providers (Block Contracts). The table overleaf provides the regional position as of 31st March 2014 regarding the number of residential placements purchased through framework or spot arrangements. This should be read in conjunction with each Councils position statement.

Residential Placements on 31st March 2014 sourced via Children's Social Care\*

	Number of Residential Placements	Gender		Age					Length of Placement				
		Male	Female	18+ yrs	16-17 yrs	14-15 yrs	12-13 yrs	11 yrs or under	0-3 mths	4-6 mths	7-12 mths	1-2 yrs	2+ yrs
West Midlands	565	353	212	6	230	187	88	54	110	102	116	156	81
Birmingham	124	75	49	1	56	39	20	8	25	25	28	32	14
Coventry	84	44	40	0	43	26	12	3	24	20	11	14	15
Dudley	41	27	14	1	13	13	6	8	7	13	14	5	2
Herefordshire	30	22	8	2	10	12	4	2	10	0	4	10	6
Sandwell	33	18	15	0	10	8	7	8	4	4	12	6	7
Shropshire	18	10	8	1	5	8	2	2	0	0	3	15	0
Solihull	15	6	9	0	9	5	1	0	2	3	3	5	2
Staffordshire	64	39	25	1	27	26	6	4	12	12	8	24	8
Stoke-on-Trent	31	24	7	0	16	8	5	2	6	8	12	3	2
Telford & Wrekin	35	27	8	0	6	11	9	9	4	3	7	14	7
Walsall	16	11	5	0	8	4	3	1	3	0	3	8	2
Warwickshire	30	19	11	0	9	10	7	4	7	5	5	8	5
Wolverhampton	33	22	11	0	13	13	5	2	6	8	6	11	2
Worcestershire	11	9	2	0	5	4	1	1	0	1	0	1	9

\* Please note that the data may include residential school placements if those placements were sourced via the current framework or spot purchase. The data is supplied in good faith but does not purport to be comprehensive or to have been independently verified.

Local Authority	Position Statement
<p><b>Birmingham City Council</b></p>	<p>Birmingham City Council continues to operate an internal estate of approximately 90 beds; this includes homes for intake &amp; assessment, medium/long term &amp; disabled children, including short breaks.</p> <p>Birmingham currently have a block contract with a Service Provider for the provision of 15 beds (6 Intake &amp; Assessment, 6 Challenging Behaviour, 3 Remand), this contract ends in April 2015. The current residential estate requirements, both internal &amp; external, are under review.</p> <p>Birmingham will still need to purchase from the independent sector, regionally &amp; nationally but would like to focus on services within the city &amp; 5 mile radius.</p>
<p><b>Coventry City Council</b></p>	<p>Coventry City Council has two children's homes, a 4-bed home providing intensive support and assessment for up to 12 weeks, and an 8-bed home offering longer term placements. Coventry also has a 10 year contract with an independent Service Provider for external residential placements.</p> <p>The Council has retained a need to spot purchase a small number of residential placements, primarily for children with high level of need relating to disability, mental health needs, for small specialist or therapeutic homes.</p> <p>Coventry's commitment is to continue placing children and developing services through our specialist residential contract. The regional agreement will sit behind an existing service provision and be accessed on occasions when a child's needs cannot be met via our existing arrangements. The aim of the framework is to give greater choice for children and young people than current spot purchasing, improved quality assurance and value for money. Coventry's inclusion in the regional agreement is subject to Council approval mechanisms.</p>
<p><b>Dudley MBC</b></p>	<p>Wherever possible and appropriate, Dudley MBC aims to place within a foster or kinship arrangement and only places a child in a residential setting when it is clear that this is the best arrangement to meet their immediate needs and provide care which enables them to achieve their full potential and move to a family setting as soon as appropriate.</p> <p>We will continue to source Placements from the independent sector with a preference to place children within our Local Authority area unless that is contradicted in the assessment.</p> <p>764 LAC with 236 in external fostering placements and 41 in external residential placements.</p>
<p><b>Herefordshire Council</b></p>	<p>Herefordshire Council does not operate any internal residential provision.</p> <p>Herefordshire currently procure all residential placements via spot purchase arrangement and will always favour settings within the county unless the placements specific needs are such that a more distant location is required.</p>

<p><b>Sandwell MBC</b></p>	<p>Sandwell Metropolitan Borough Council does not operate any internal residential provision.</p> <p>Sandwell will continue to spot purchase from the independent sector with a <b>strong</b> preference to place children within our Local Authority area where this is consistent with a child’s needs.</p>
<p><b>Shropshire Council</b></p>	<p>Shropshire Council operates three residential homes, with four beds each. In addition, we have two residential homes for Short Breaks for children with a disability.</p> <p>We also have a block contract with a provider for 20 beds. We also purchase from the existing framework of providers.</p> <p>We are currently reviewing all our provision. In the future we are looking to deliver our services with flexibility and use of innovative approaches, listening to the views of children and their parents. We are particularly interested in developing the provider market within Shropshire.</p>
<p><b>Solihull MBC</b></p>	<p>Solihull Metropolitan Borough Council does not operate any internal residential provision. We may consider implementing the use of block contracts in the future.</p> <p>Solihull will continue to purchase from the independent sector with consideration for the following priorities:</p> <p>Looked After Children and Young People are able to stay close to their local communities where that is practicable</p> <p>Looked After Children and Young People are in stable placements that support them to achieve good outcomes</p> <p>Availability of a range of appropriate and high quality placements with readily accessible multi-agency support</p> <p>Whenever possible children and young people have a choice about their placement</p> <p>Children and young people’s views inform and shape the development of services</p> <p>Ensuring that we control and reduce costs and obtain value for money</p>
<p><b>Staffordshire County Council</b></p>	<p>Staffordshire currently have a residential block contract which expires in March 2017. Where we are unable to make a match with the block contract, placements will be sourced using the West Midlands Regional Framework Contract. It is envisaged that the block and regional framework will meet the majority of Staffordshire’s demand. Staffordshire are keen to ensure that high quality placements are provided at the best possible cost. Where appropriate, Staffordshire’s aim is to make placements within its borders.</p> <p>In terms of demand there is a need for provision for children and young people displaying sexual harmful behaviour and complex behavioural</p>

	<p>difficulties which require therapeutic input. This includes mental health expertise and where appropriate registered education.</p> <p>There is a need for provision that is able to cater for the more complex and challenging children and young people by using smaller homes i.e. 2 bed and where appropriate single occupancy homes.</p> <p>Staffordshire has also experienced increased demand for provision for children and young people with disabilities.</p> <p>In terms of location, demand is required in the following areas Stafford, Newcastle-Under-Lyme, Tamworth and the East of the county between Burton-upon-Trent and Stafford</p>
<p><b>Stoke-on-Trent</b></p>	<p>Stoke-on-Trent City Council have 10 Small Group homes each home as 2 beds and we offer placements for 20 young people. We also have a respite unit for Children With Disabilities. It offers support to 24 children and families but only up to 6 children at any one time and is open to support families during weekends and school holidays.</p> <p>Stoke-on-Trent still need to purchase from the independent sector, regionally &amp; nationally but focus on services within the city &amp; 20 mile radius.</p>
<p><b>Telford and Wrekin</b></p>	<p>Total number of children in care is currently around 300 (of these 10% from BME; 10% disabled children and 20% are aged 16+)</p> <p>Placement priorities in relation to residential care:</p> <p>Placing as many of our children in care as possible locally to enable them to maintain links with their families (where appropriate), education and their local community</p> <p>To decrease the number of emergency placements.</p> <p>Ensuring children and young people are provided with opportunities to secure placement stability to enable them to achieve success in relation to the five national key outcomes</p> <p>Committed to working with key stakeholders who provide placements in smaller residential care homes which provide better personal care and support in meeting individual needs throughout their time in care.</p> <p>Ensuring children and young people are able to move on from the residential placement in a timely manner as step down to foster care, return to home, or to supported accommodation - (for ages 16+).</p> <p>We currently place the majority of our children under spot purchase arrangements on the West Midlands PPA/IPA.</p> <p>We do have a block/spot contract for 8 residential beds with an independent provider as we have no local authority children’s homes (data provided for this tender does <b>not</b> include these beds).</p>

	<p>We also purchase residential short breaks and residential schools placements for disabled children (data provided for this tender <b>does</b> include children and young people who are looked after in these types of placements).</p>
<p><b>Walsall</b></p>	<p>Walsall has high levels of need for children’s services due to the high levels of deprivation (25<sup>th</sup> most deprived council of 152 for child poverty).</p> <p>Walsall operates 5 of its own children’s homes one of which provides short breaks for children with a disability. The remaining four children’s homes provide care and support for up to 18 young people between the ages of 8 and 18 years.</p> <p>To support the needs of young people in Walsall and in order to meet Walsall’s sufficiency duty we require a range of providers within the Walsall Borough boundary and close to Walsall as well as placements further afield. We also require local providers with the ability to support young people with the most complex needs. Walsall are particularly keen to explore evidenced based approaches and evidenced based therapeutic approaches to residential childcare and how these can contribute to improving outcomes for children and young people</p>
<p><b>Warwickshire</b></p>	<p>Wherever possible and appropriate, Warwickshire aims to place within a foster or kinship arrangement and only places a child in a residential setting when it is clear that this is the best arrangement to meet their immediate needs and provide care which enables them to achieve their full potential and move to a family setting as soon as appropriate.</p> <p>Warwickshire has not maintained any children’s homes since it closed its last home in 1986. All residential provision for Warwickshire LAC is provided by the independent sector.</p> <p>On March 31st 2013, there were 690 Warwickshire Looked after children. 30 of these children and young people were placed in a residential setting; 21 of these were aged between 11 and 15, and 9 were aged 16 or over</p>
<p><b>Wolverhampton</b></p>	<p>Wolverhampton City Council owns and manages 12 residential beds including 4 specifically for complex needs.</p> <p>In addition to the above there is also a block contract for the provision of 17 beds with an external provider.</p> <p>WCC also spot purchase a number a number of beds locally, regionally and nationally with an emphasis on placements as close as possible unless that is contraindicated in the assessment. The City council is reviewing its sufficiency strategy; the degree of complexity in cases particularly in respect of CSE and behaviour is increasing and there has also been an increase in the number of cases where social workers request therapeutic places.</p>



<b>Worcestershire</b>	<p>Worcestershire's current cohort of SPOT purchased residential placements are predominantly for a small number of children and y/p with disabilities. As such these Providers of specialised placements are all located out of county.</p> <p>We will continue to SPOT purchase, where a suitable placement cannot be sourced to match the needs of the y/p, through the Residential Framework. Ensuring wherever possible and practicable the y/p remains in county.</p>
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5. To help inform you tender price submission detailed below you will find the lowest price currently paid by the Councils for each category of home in Lot 1 based on information currently available.

	<b>Single Occupancy</b>	<b>2 Bed</b>	<b>3 Bed</b>	<b>4 Bed</b>	<b>5 Bed</b>	<b>6 or more beds</b>
<b>Price per week</b>	£3,100	£1,960	£2,164	£1,700	£1,900	£1,900

## Tender Overview

6. The purpose of the tender is to identify suitable providers to provide residential care services to the member Councils of the WMCSCG. By undertaking a 'Most Economically Advantageous Tender' it is also envisaged that children will be placed in homes which are both of the highest quality as well as being Best Value for the Councils.
7. The Service required is detailed in the Service Specification (Schedule 1), and will be Residential Care or Residential Care with Education.
8. Assessment of submitted tenders will be a 2 stage process. Only providers that pass the selection questions, detailed in Part 3, will be considered at award stage.
9. Tenders will **only** be considered from providers that have a minimum of one registered Residential Children's Home, registered with the relevant registration body (e.g. OFSTED, CSSIW). This home does not have to be located in the West Midlands nor do providers need to be currently providing placements to a WMCSCG member.
10. Providers will have the option to submit a price for either or both of the lots being tendered. Lot 1 is for Core Service only and Lot 2 is for Core Service with Education. Where providers choose to submit a price for Lot 2, Core Service with Education, it will **only** be considered where the Education provision is registered as a school with the relevant registration body (e.g. OFSTED, ESTYN).
11. Providers must be able to provide a service at the tendered price.
12. Providers must submit all the information requested in the Invitation to Tender (ITT). The evaluation methodology is detailed in Part 2 of this document. The selection questions will be assessed first. Providers that fail the assessment of the selection questions will not be assessed further.
13. Subject to contract award the Councils will individually enter into a Framework Agreement with the successful providers following the completion of the tender process. The Councils participating in the tender reserve the right not to proceed to award either individually or collectively. The Agreement, along with the Service Specification (Schedule 1 to the terms and conditions set out in Part 4 of the ITT) will set out arrangements under which the Service Provider will provide residential care services.
14. The Framework Agreement will supersede all previous agreements between the Service Purchasers and the Service Provider for spot purchased placements, except where current contractual Terms prevent this occurring or where the Parties agree otherwise in writing.
15. All terms and conditions for existing spot purchased or existing Framework placements made under previous agreements between the Councils and Service Provider will transfer onto the main terms and conditions of the Framework Agreement from the commencement date (except as otherwise stated in the above paragraph). All placements which were made prior to this Framework Agreement will transfer onto this Framework Agreement from the commencement date of the Framework Agreement. The Provider and Council will work together in respect of these placements to ensure

that all placement terms and conditions and standards are novated onto the Framework Agreement. In the event that current placement prices are lower than those detailed and agreed on the Framework Agreement, the lower price will prevail

16. Providers that are successful in being placed upon the framework will not be guaranteed placements, but will have the opportunity to accept individual purchased placements (call-offs) which will be under the terms and conditions of the Framework Agreement and Service Specification and will be tailored to individual need in an Individual Placement Agreement (IPA). **Service Providers who currently operate at least one registered Children's home, but do not currently offer homes within all of the different categories, detailed below, are required to submit the price for all size bandings and services that they will offer during the term of this contract. This will allow for additional homes to form part of the Framework once they become operational.**
17. This Framework Agreement will cover all homes that a provider operates with the exception of any homes that are subject to exclusive block contract arrangements. The Residential Framework is expected to be in place by **10<sup>th</sup> November 2014**. It is anticipated that a 3 year agreement will be adopted with an option to extend for up to a further 1 year subject to performance. The tiers will be revised annually based on a reassessment of quality only.
18. The Framework Agreement will be between the Service Provider and each of the participating Councils. Each Council that enters into a framework contract will administer and manage their placements under the Agreement. Placements will be sought based on the individual needs of the child including the location of the placement and will be via the Tier structure as detailed below.
19. Providers are responsible for obtaining all information necessary to complete the Tender Questionnaire and for any costs, expenses or liabilities incurred in preparing and submitting their tender.

#### **Framework Operation**

20. The strategy behind the Framework is to develop a service-based partnership that, over time will become more sensitive to the specific needs of the Councils' Children. This agreement will therefore, where applicable, sit alongside each Council's own residential provision and any existing or future block or alternative Contracts. Where a Council is unable to meet the needs of young people through the utilisation of internal provision or any block or alternative contracts they have they will seek to source placements via the Framework. Only when a Council is unable to source a suitable placement using the above will they consider making 'spot' placements with non-framework providers.
21. Tenders will be evaluated on a Most Economically Advantageous Tender (MEAT) basis. This will be via an evaluation of quality and price(s).
22. The framework will be structured as shown below:

<b>LOT 1</b>	<b>Core Service</b>
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<b>CATEGORY</b>	Single Occupancy	Two Beds	Three Beds	Four Beds	Five Beds	Six or More Beds
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<b>TIERS</b>	Ranked List	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1
		Tier 2	Tier 2	Tier 2	Tier 2	Tier 2
		Tier 3	Tier 3	Tier 3	Tier 3	Tier 3
		Tier 4	Tier 4	Tier 4	Tier 4	Tier 4

<b>LOT 2</b>	<b>Core Service Including Education</b>
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<b>CATEGORY</b>	Single Occupancy	Two Beds	Three Beds	Four Beds	Five Beds	Six or More Beds
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<b>TIERS</b>	Ranked List	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1
		Tier 2	Tier 2	Tier 2	Tier 2	Tier 2
		Tier 3	Tier 3	Tier 3	Tier 3	Tier 3
		Tier 4	Tier 4	Tier 4	Tier 4	Tier 4

23. Providers that are successful in gaining a place on the framework contract will be placed within a tier depending on which lots and categories they submitted prices for. Please note that for the single occupancy category there will be only 1 tier, a ranked list, which will include all providers that are able to provide a service in this category. Providers may be placed in each lot multiple times although will only be placed once in each category. The tier to which a provider is allocated will be dependent on the aggregated quality and price score they achieve. The details on how submitted tenders will be evaluated can be found in the invitation to tender document. **Providers are reminded that the number of referrals sent to them, and consequently the number of placements made with them will be directly linked to their position in the tier structure. Providers offering an 'all inclusive' price will need to consider the impact this may have on their tier position.**

24. Providers will be ranked in descending order based on the total score achieved. The ranked list will then be divided into 4 preliminary tiers prior to Best and Final Offers
25. Tier 1 will be limited to 20% of the total number of providers in the category. Tier 2 will be 25% of the total number of providers in the category. Tier 3 will be 45% of the total number of providers in the category, with the remaining providers, 10% making up tier 4.
26. Where no Service Providers have the same score (calculated to 1 decimal place), allocation to the tiers will be determined using the following method, **where 'n' is the total number of successful Service Providers:**

<b>Tier 1</b>	From To	Position 1 Position (Integer (n*20%))
<b>Tier 2</b>	From To	Position (Integer(n*20%))+1 Position (Integer (n*45%))
<b>Tier 3</b>	From To	Position (Integer(n*45%))+1 Position (Integer (n*90%))
<b>Tier 4</b>	From To	Position (Integer(n*90%))+1 Position (Integer (n*100%))

**Example 1**

<b>Number of Service Providers on framework</b>	<b>60</b>	<b>94</b>	<b>100</b>
<b>Tier 1</b> from position to position	1 12	1 19	1 20
<b>Tier 2</b> from position to position	13 27	20 42	21 45
<b>Tier 3</b> from position to position	28 54	43 86	46 90
<b>Tier 4</b> from position to position	55 60	87 94	91 100

27. If two or more providers achieve the same score they will be placed in the same tier. If this occurs at a tier boundary the number of providers in each tier will adjusted so that providers with the same score will be in the same tier.

**Example 2**

28. Based on there being 100 providers in a particular category and the providers at position 21 and 22 have the same score as the provider at position 20, where the split would have occurred then they will be moved to tier 1 and the other tiers adjusted accordingly:

<b>Number of Service Providers on framework</b>	<b>100</b>
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<b>Tier 1</b>	from position to position	1 22
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<b>Tier 2</b>	from position to position	23 45
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<b>Tier 3</b>	from position to position	46 90
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<b>Tier 4</b>	from position to position	91 100
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29. Tenderers will be notified of their indicative tier position based on the assessment of their submitted tender. In addition to this details will be provided of the lowest tendered price for each category that they submitted a price for. Tenderers will then be given an opportunity to offer a ‘best and final’ price for each of the categories that they submitted a tendered price for in their original tender submission. The Council will not accept a revised price in excess of the originally tendered price.

30. The tiers will be revised in response to any further price reductions offered by tenderers in line with the methodology detailed above. Please note that once assigned to a specific tier the rankings assigned will be disregarded (apart from in the case of the single occupancy category) and all providers within that tier will be treated equally when making referrals.

**Call-Off**  
**Sourcing a Single Occupancy Placement**

31. When a placement is required in a single occupancy home the sourcing Council will send the referral to the providers in the ranked list via email or shortlisting suitable providers using the mechanisms of [www.westmidlandsplacements.com](http://www.westmidlandsplacements.com). This referral will detail the specific needs of the child, what is required from any prospective placement, including location, and a timescale for response. Providers would need to ensure they fully understand the needs of the child and provide details of any placement they are able to offer to the sourcing Council, in the time frame specified, with any supporting information requested at the time of referral. Where multiple providers are able to meet the needs of the child, as assessed by the Council based upon the information submitted by the provider, placements offers will be considered on the basis of which one best meets the needs of the child alongside the total cost of the placement. Where education is required as part of a placement the regulatory body’s most recent full inspection will also form part of the assessment.

32. The total cost of the placement will include the core price, or core price with education if applicable, the cost of any additional service for the estimated time these will be required for and any other associated cost.

### **Sourcing Non-single Occupancy Placements**

33. When a placement is required the sourcing Council will send a referral to directly to tier 1 providers via email or via short listing suitable providers using [www.westmidlandsplacements.com](http://www.westmidlandsplacements.com). This referral will detail the specific needs of the child, what is required from any prospective placement, including location, and a timescale for response. Providers would need to ensure they fully understand the needs of the child and provide details of any placement they are able to offer to the sourcing Council, in the time frame specified, with any supporting information requested at the time of referral. Where multiple providers are able to meet the needs of the child, as assessed by the Council based on the information submitted by the provider, placements offers will be considered on the basis of which one best meets the needs of the child alongside the total cost of the placement. Where education is required as part of a placement the regulatory body's most recent full inspection will also form part of the assessment. If the sourcing Council is unable to source a suitable placement, that can meet the needs of the child as specified in the referral, from tier 1 will they move to sourcing from tier 2 and subsequently to tier 3 and tier 4. Therefore **providers in the lower tiers may see considerably fewer referrals than those in the top tiers as providers in the higher tiers will effectively have 'first refusal'**. Councils may also refer to different categories at the same time if there is no specific need to place in a particular size of home. Councils reserve the right to send referrals to all tiers simultaneously, where there is a need for an urgent response; however assessment of the responses received will be in tier order.

34. Placements will be made within a tier based on the ability of the offered place to meet the needs of the child, as specified in the referral and the total cost of the placement, as assessed by the Council.

35. The total cost of the placement will include the core price, or core price with education if applicable, the cost of any additional service for the estimated time these will be required for and any associated costs.

### **Price**

36. Providers that are successful in gaining a place on the framework will be allocated to a tier within a category of service based on their assessment score, which is made up of their tendered price and quality score. Referrals to the provider will be made based on the tier that they are allocated to within each category.

37. Providers **will** be allowed to offer a lower price at the point an individual placement is sought; however this lower price will not affect the tier that they are allocated to.

### **Maintaining Quality**

38. Councils want to encourage providers to ensure they strive to deliver the highest possible quality of service. Councils will endeavour to place children in provision that is rated as good or outstanding. Where a placement is made in good or outstanding provision and the home is then rated as requiring improvement/adequate following a full inspection the basis on which the original placement was made would have changed.

There may be increased costs to the Council should this happen, as they may need to undertake additional visits to the home, spend additional time monitoring the placement and consider the ongoing viability of the placement, which may lead to increased weekly placement costs. To account for this possible increase in resources, the price of placements whose rating changes to requiring improvement/adequate from good or outstanding may be reduced until such time that their rating improves. Any reduction will apply from the date of the original full inspection until the date of the placing authority is satisfied that appropriate improvements have taken place. Any reduction will not be applied if at the time the original placement was made the rating of the home was already requiring improvement/adequate. Where a rating is not provided by the regulatory body as part of inspections the individual report will be assessed and a decision made as to the quality of the provision at that point.

39. Where a placement is made using either Lot 1 or Lot 2 in provision that is rated above inadequate and the home or educational establishment is then rated as inadequate following a full inspection the basis on which the original placement was made would have changed significantly. There will be increased costs to the Council should this happen, as they will need to undertake additional visits to the home or educational provision, spend additional time monitoring the placement and hold discussions with senior managers regarding the continuation of placements. In addition to this, if the decision is made to move the child to alternative provision as if it is felt it is not in their interests to remain, there will be additional costs of arranging reviews and potentially increased new placement costs, particularly if the new placement is a short term or emergency placement. To account for this increase in resources, the price of placements whose rating changes to inadequate from above inadequate (outstanding, good, requiring improvement/adequate) will automatically reduce by 10% per week until such time that their rating improves. The reduction will be applied to the element of the provision that has been rated inadequate i.e. the children's home and/or education provision. This reduction will apply from the date of the original inspection until the date of the next full inspection that improves the rating. This reduction will not be applied if at the time the original placement was made the rating of the home was already inadequate. Where a rating is not provided by the regulatory body as part of inspections the individual report will be assessed and a decision made as to the quality of the provision at that point.

#### **Information for Tenderers and instructions regarding the tender process**

40. Sandwell Metropolitan Borough Council acting as lead procurement Council on behalf of the Councils within the West Midlands Children's Strategic Commissioning Group (WMCSCG)<sup>2</sup>, wishes to invite interested parties ('Tenderers') to participate in a tender exercise to establish a Framework Agreement for the Provision of Residential Care for Children and Young People

41. The duration of the contract will be for three years from 10<sup>th</sup> November 2014 to 9<sup>th</sup> November 2017 with an option to extend for up to an additional one year, subject to satisfactory performance.

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<sup>2</sup> Birmingham City Council, Coventry City Council, Dudley Metropolitan Borough Council, Herefordshire Council, Sandwell Metropolitan Borough Council, Shropshire Council, Solihull Metropolitan Borough Council, Staffordshire County Council, Stoke on Trent City Council, Borough of Telford & Wrekin, Walsall Metropolitan Borough Council, Worcestershire County Council, Warwickshire County Council, Wolverhampton City Council and Warwickshire County Council.



42. The information provided in Part 1 of the Invitation to Tender (ITT) document is an explanatory note, intended to give Tenderers background information and an overview of the Invitation to Tender.

43. This part, together with all of the other parts and appendices as listed below, comprise the "Tender Documents".

Part 1	Introduction & Notes to Tenderers
Part 2	Selection & Award Criteria
Part 3	Selection Questions
Part 4	Terms & Conditions including Schedule 1 - Specification
Part 5	Tender Statement, Declarations & Certificates
Appendix 1	Residential Homes List
Appendix 2	Prices

44. Tenderers should ensure that they have read and understood the Tender Documents before submitting tenders.

45. Sandwell MBC and Councils within the WMCSCG will be referred to throughout the Invitation to Tender as the "Council".

46. Tenderers should be aware that the award of this Framework Contract does not guarantee business.

#### **Submission of Tender**

47. A completed Tender should be submitted using the In-tend Supplier Portal by no later than 12.00 Noon on 27<sup>th</sup> August 2014. Please note that an offer made in any format other than submission through the In-Tend portal will be rejected.

48. If Tenderers have problems in using the In Tend Supplier Portal they may contact the help desk on 0844 2728810.

49. The Council will not consider requests for an extension of the closing date and time specified. Any tender received after the deadline will be excluded from the process.

50. Tenderers will be notified of their indicative tier position following which they will have the opportunity to offer a best and final price. The best and final offer must be submitted using the In-tend Supplier Portal by no later than 12.00 Noon on 13<sup>th</sup> October 2014

#### **General Instructions for Completion**

51. This ITT has been produced to enable the Council to evaluate the financial standing, the ability and technical capacity of Tenderers to provide residential care for looked after children.

52. Please note that if any of the information supplied in this ITT changes in the ensuing evaluation period, the Provider is required to notify the Council accordingly.

53. It is essential that each Tenderer answers all questions in this ITT and that all information requested is submitted. If this is not done, then a Tender may be disqualified. If a question is not applicable, please state this in the relevant box. If additional information is to be attached to the application as a means of providing the answer, please make this clear within the relevant box.
54. Tenderer is defined as the organisation which it is proposed will be the lead Provider to the Council for this contract. The term 'Tenderer' (when used in this ITT) refers to a sole proprietor, partnership, incorporated company, co-operative, charity, consortium, as appropriate or other person occupying a position of authority or responsibility within the Tenderer types listed.
55. Tenders must not be qualified and must be submitted strictly in accordance with the contract documentation.
56. Tenderers must not make any changes to these documents.
57. Tenders must not be conditional or be accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing from other Tenders. Only Tenders submitted without qualification will be accepted for consideration.
58. The Council's decision on whether or not a Tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tender is excluded from further consideration the Tenderer will be notified.
59. This Invitation to Tender should be read in conjunction with the accompanying Framework Contract, including appendices, and Specification of the service to be provided to the Council, which shall form the basis of the contract to be entered into with the successful tenderer.
60. Tenders are required to:
- a. Answer the selection questions in Part 3
  - b. Complete Appendix 1 (Excel Spreadsheet)
  - c. Copies of certificates evidencing the qualifications of the registered manager for each home included on the list
  - d. Complete Appendix 2 (Excel Spreadsheet)
  - e. Complete and Sign the Declaration in Part 5
  - f. Complete and Sign the Collusive Tendering Statement in Part 5
  - g. Complete and Sign the Statement that the Tenderer has not canvassed members or officers of the Council in Part 5
  - h. Read Freedom of Information Act 2000 Cautionary Statement
61. Any tender containing gaps or omissions, including failure to sign relevant documentation detailed above shall at the Council's discretion, be rejected.
62. All documents that require signatures must be correctly signed and scanned in before being uploaded.

63. Persons tendering are advised to read carefully all conditions and specifications provided and ensure that their true meaning and intent are ascertained.
64. All enquiries relating to the completion of this Tender should be submitted as a correspondence on the In-tend Supplier Portal no later than 17:00 hours on 18<sup>th</sup> August 2014. The Council is under no obligation to respond to clarification enquiries received after this date.
65. All such enquiries received, together with replies and clarifications on the points raised, may be circulated to all Tenderers. If a Tenderer believes a query and/or its response relates to a confidential aspect of its Tender submission, it must mark the query as “confidential”. If the Council agrees that the query and/or its response should be answered confidentially, the Council will send a response only to the Tenderer that submitted the query.
66. Any tenderer who directly or indirectly canvasses any Member or officer or employee of the Council concerning the award of the contract for the provision of the services shall be disqualified. No appeal against disqualifications will be considered.
67. The Council is committed to ensure value for money for this contract. To meet this requirement the Council shall make whatever inspections are necessary and are permitted in accordance with the contract.
68. It is incumbent upon the provider to ensure that staff employed to provide the service specified hold both appropriate qualifications and experience.
69. Any personal data disclosed by the Council must only be used for the purposes of preparing the tender and processed strictly in accordance with the Data Protection Act 1998.
70. Tenderers are advised to consider the background document, tender forms, contract, the Service Specification inclusive of appendices, and the appendices with great care in order that they are fully aware of the nature and extent of the service required and the extent of the obligations to be accepted by them if their tender is successful.
71. The Council is not responsible for any loss or expense incurred by tenderers in the preparation of their tender bids. In no case shall the tenderer have claim for any expenses incurred in the preparation of a tender.
72. The Tenderer is expected to keep his tender valid for acceptance for a period of 120 days from the closing date for the receipt of tenders.
73. Information supplied to tenderers by the Council contained in this document has been prepared in good faith but does not purport to be comprehensive or to have been independently verified and is supplied for guidance purposes only. Tenderers must satisfy themselves by their own investigation with regard to the accuracy of the information and no liability whatsoever shall be incurred by the Council regarding the use of the information provided.

74. All information supplied by The Council in connection with this invitation to tender shall be regarded as confidential to The Council.
75. The Councils do not bind themselves to accept any tender and reserves the right to withdraw from the procurement process at any stage prior to acceptance of a tender.
76. The Council will require the successful tenderer to enter into a formal contract using Terms and Conditions of Contract (Part 3).
77. All documents requiring a signature shall be signed on behalf of the tenderer, such signatory being duly authorised for that purpose.
78. All prices, rates, etc, quoted are to be exclusive of Value Added Tax.
79. The Council reserves the right, with or without notice, to alter the conditions and procedures relating to the ITT and to extend the time for all or any of the dates for submission, opening and acceptance of tender.

#### **Intellectual Property Rights**

80. All intellectual property rights in this ITT and all materials provided by the Council or its professional advisers in connection with this ITT are, and shall remain, the property of the Council or its professional advisers (as the case may be).

#### **Freedom of Information Act**

81. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIA") provide a statutory right to access information held by or on behalf of public authorities. The Council is committed to meeting their responsibilities under FOIA and EIA.

#### **Consortia & Sub-Contracting**

82. Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime provider or consortium leader. Relevant information should also be provided by Tenderers in respect of consortium members or sub-contractors which will play a significant role in the delivery works being procured.
83. Responses to this ITT must enable the Council to assess the overall consortia or core supply base. The Council reserves the right to require parent company guarantees or performance bonds to be put in place, at the expense of the tenderer, to provide adequate security for a Tenderer in the delivery of the Council's requirements.
84. Where the proposed prime provider is a holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.
85. The Council recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Tenderers are reminded that any future change in relation to consortia and sub-contracting must be notified to the

Council immediately so that it can make a further assessment by applying the selection criteria set out in this ITT to the new information provided.

86. Indicative Procurement Timetable

Advertise procurement opportunity	15 <sup>th</sup> July 2014
Close for submission of Tender Clarification questions	18 <sup>th</sup> August 2014
Closing date and time for return of Completed ITT	27 <sup>th</sup> August 2014 (noon)
Initial Tender evaluation period	28 <sup>th</sup> August 2014 to 3 <sup>rd</sup> October 2014
Notification of preliminary tier position	3 <sup>rd</sup> October 2014
Request for Best and Final Offer	3 <sup>rd</sup> October 2014
Best and Final Offer Submission	13 <sup>th</sup> October 2014
Final Tender Evaluation	13 <sup>th</sup> October 2014 to 27 <sup>th</sup> October 2014
Notification of Contract awards	27 <sup>th</sup> October 2014
Service Commencement	10 <sup>th</sup> November 2014

## PART 2

### SELECTION STAGE

87. The tenderers responses to the questions in Part 3 will be assessed as detailed below.

#### Section A: Tenderer Information

88. Questions A1 to A18 - For information only, this section must be fully completed. The Council may reject any tender which contains incomplete information or responses.

#### Section B: Mandatory Exclusion

89. The Council shall treat as ineligible and shall not select a Tenderer if the Council has actual knowledge that the company, or its directors or any other person who has powers of representation, decision or control of the company has been convicted of any of the offences detailed within Regulation 23 of The Public Contracts Regulations 2006, which implements Article 45 (1) of the 2004 EU Public Sector Procurement Directive.

90. Full details regarding Regulation 23 of the Public Contracts Regulation 2006 can be found at: <http://www.legislation.gov.uk/uksi/2006/5/contents/made>

91. Public Contracts Regulations 2009 amendment details at:  
<http://www.legislation.gov.uk/uksi/2009/2992/contents/made>

<b>Table 1: Mandatory Exclusion - Regulation 23 (Pass or Fail)</b>	
<b>Pass</b>	The Tenderer has answered no to both questions <b>B1 &amp; B2</b> and the Council has no knowledge that the Tenderer, or its directors or any other person who has powers of representation, decision or control of the Tenderer has been convicted of any offences detailed within Regulation 23 of The Public Contracts Regulations 2006
<b>Fail</b>	The Tenderer has answered yes to either questions <b>B1 and B2</b> or the Council has knowledge that the Tenderer, or its directors or any other person who has powers of representation, decision or control of the Tenderer has been convicted of the offences detailed within Regulation 23 of The Public Contracts regulations 2006
<b>Pass</b>	The Tenderer has answered yes to question <b>B3</b> and have provided a copy of their company policy or have provided details of internal systems to prevent acts of bribery and the Council has no knowledge of any acts of bribery having been committed by the company
<b>Fail</b>	The Tenderer has answered no or yes to question <b>B3</b> and have not provided a copy of their company policy or have not provided details of internal systems to prevent acts of bribery and/or the Council has knowledge of acts of bribery having been committed by the company

**92. If any bid fails this section it will be rejected and not taken forward to the next stage of the procurement.**

## Section C: Financial Standing

93. Tenderers shall prove to the Council that they are of sufficient stature and have sufficient financial standing to perform the Contract. The Council will eliminate Tenderers if there is clear evidence that the Tenderers financial position places public money or services at unacceptable risk.
94. As part of this ITT process, the Council will assess each Tenderers Financial Standing by obtaining a financial report on the company from a business information service provider, ICC. (ICC is a trading name of Dun & Bradstreet Ltd). The Report will be obtained on the company registration number on the Provider you have specified in Section A. Please ensure that the title of your Provider matches the registration number given when answering question A1 (if necessary a report will also be made on your parent company or any entity on which you seek to rely).
95. Please note that a parent company guarantee or performance guarantee may be required.

### Information about the ICC Risk Score

ICC uses two different score cards to assess the risk score of limited companies. The score card uses a series of criteria against which an objectively testable score is derived. The "Large Card" (containing the most criteria) is used to score companies with a turnover of over £1 million pounds. The "Small Card" (containing fewer criteria) is used to score companies with a turnover of less than £1 million pounds. The Small Card is also used for recent incorporations – companies with no financial data yet filed. The Large Card scoring criteria are:

#### Company profile

Age (How long incorporated?)

Part of group or independent?

Industry Risk (What is the risk profile of the sector that the company operates in?)

#### Independent comment on historic accounts

Opinion of Auditors

#### Relative Historical Financial Performance

Profit Ratios compared to industry norms

Gearing Ratios compared to industry norms

Working Capital Management Ratios

Growth rates in Sales, Profits & Net Worth

Changes in Profit and Gearing ratios

#### Absolute measurements

Total Assets

Employees

#### Document Filing behaviour

Accounts filed on due date?

Time elapsed since last filing

**Adverse payment information**

County Court Judgment history

**Time Critical Information**

Notice of insolvency proceedings

Both the Large Card and the Small Card are used to generate a risk score from 1 to 100. The risk score denotes the risk of a company becoming insolvent within the next 12 months with 1 representing the highest risk and 100 representing the lowest risk. Details of certain events obtained in the financial report will trigger an immediate suspension of the score and the associated credit limit which means that the financial report will not be scored any further. Such events include a notification of insolvency proceedings and significant CCJ data. Companies whose scores are suspended will fail the financial risk assessment by virtue of the fact that they are insolvent.

In the course of any year, approximately 2% of the trading population will become insolvent. This value is derived from the level of past insolvency proceedings relative to the population as a whole. Without a scoring system in place, the report would rate every company as having a 2% risk of failure and a 98% chance of survival in any year. The 2% risk is the background risk rate. The scoring system used by ICC assesses the unique chance of each company assessed surviving the next year. At each score achieved, ICC use historical statistics which indicate how many companies will become insolvent at that score compared to how many will survive at this score and this is compared with the background risk rate.

**Example**

1. At a score of 10 or less, we have found that 63% of that sub population will go on to fail. This means that although the chances of failure are 63/100, this is 30 times the “normal” (background rate of 2%); hence such companies would be classed as very high risk.
2. At a score of 80, we have found that 99.3% of that sub population will survive but a very small % (0.7%) will actually fail in the following year. If we compare the failure rate at this score with the background, we can conclude that the company is more than 3 times less likely to fail, hence would be classed as low risk.

The above examples illustrate the extremes, but each score (1 to 100) generates a unique set of data, which enables comparison with the background rate.

Table 2: Financial Report for all Private or Public Limited Companies Pass/Fail Criteria	
Pass Evaluation Criteria	The independent ICC business report confirms that the Tenderer has a risk score in excess of 20 or if the Tenderer has provided the name of an entity that they will rely upon, that that entity has a risk score in excess of 20.



**Table 2: Financial Report for all Private or Public Limited Companies Pass/Fail Criteria**

Fail Evaluation Criteria	<p>The independent ICC business report confirms that the contractor does not have a risk score in excess of 20 or if the Tenderer has provided the name of an entity that they will rely upon, that that entity does not have a risk score in excess of 20.</p> <p>Please Note: No further evaluation of the tender submission will be undertaken for a Fail assessment.</p>
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96. Tenderers should note that it is a pre-condition of the contract that should the Tenderer seek to rely on another entity, the Council will require that entity and the Tenderer to enter into a guarantee in a form to be approved by the Council and signed by the Council and the Tenderer prior to commencement of the contract.

97. If your Company has not lodged accounts at Companies House or is not a private limited or public limited company, you must enclose copies of audited accounts for the last 3 years to include Balance Sheet, Profit and Loss Accounts, Cost of Sales, Full Notes on the accounts and a signed Director's Report/Auditor's Report, or if Companies are unable to provide these, management accounts for the last 3 years. For companies that have been trading for less than 3 years, 2 of the following are required:

- a. Bankers' References
- b. Financial Projections
- c. Directors or other forms of Guarantee

98. The Council will use this information to assess financial risk and risk of service failure in relation to the Contract. If the Council has grounds to believe that an unacceptable level of risk exists (as determined by the financial assessment) then the Company will fail at the selection stage and will not progress to the award stage.

99. If the Tenderer is seeking to rely on another entity, the entity will be required to complete section A1-18 and also pass the financial standing evaluation.

**100. If any bid fails this section it will not be taken forward to the next stage.**

#### **Section D: Insurances**

101. The levels of insurance cover required for this contract are detailed in section D. Any Tenderer who cannot provide evidence (Copies of Certificates) of the required levels of cover or are unable to undertake to have the levels of insurance in place to deliver the Contract will be excluded at this stage and no further evaluation of the ITT will be undertaken. In the event that the Tenderer is shortlisted and subsequently successful with its tender submission it will be a requisite requirement that of all of the levels of cover (section D) are in place prior to Contract Award.

102. For the avoidance of doubt the Tenderer shall ensure that key sub contractors obtain and maintain adequate insurance.

103. If copies of certificates are not enclosed to the sufficient values the submission may be evaluated as fail.

104. If any bid fails this section it will not be taken forward to the next stage.

**Section E: Technical Ability**

105. All Tenderers are required to demonstrate their technical ability by reference to experience of operating a registered children’s home.

<b>Table 3 – E1 Registered Children’s Home</b>	
<b>Pass</b>	The Tenderer has provided detail of one registered children’s home <b>currently</b> being operated by them by completing the form at Appendix 2 (Residential Homes List) which can be found as a separate MS Excel sheet to this ITT.
<b>Fail</b>	The Tenderer has not provided detail of one registered children’s home <b>currently</b> being operated by them by not completing the form attached at Appendix 2 (Residential Homes List) which can be found as a separate MS Excel sheet to this ITT.

106. Where a Tenderer wishes to submit a price for Lot 2 they must demonstrate their technical ability by reference to experience of operating a registered school.

<b>Table 4 – E2 Registered School</b>	
<b>Pass</b>	The Tenderer has provided details of one registered school <b>currently</b> being operated by them.
<b>Fail</b>	The Tenderer has not provided details of one registered school <b>currently</b> being operated by them

107. If a copy of the children’s home registration certificate is not enclosed the submission may be evaluated as fail.

**Section F: References**

108. The references provided will not be evaluated in their own right but may be used for the Council to verify the responses provided by the Tenderer within its ITT submission.

**AWARD CRITERIA**

109. The Council will award the Framework Contract on the basis of the most economically advantageous tender. In accordance with the Council’s procedures this will be 70% Price and 30% Quality. The award methodology will be applied to both Lot 1 and Lot 2.

**Stage 1 - Quality Assessment**

- 110. Stage 1 of the assessment will be based on information from the completed Appendix 1. A maximum of 30% of the final percentage score is available at this stage.
- 111. The quality criteria to be assessed are detailed in Table 5 along with the maximum final percentage score available for each criterion.

**Table 5**

<b>Criterion</b>	<b>Percentage Available</b>
Assessment of Regulatory Body Reports	20%
Care Qualification of the Registered Manager	5%
Management Qualification of the Registered Manager	5%

- 112. The criteria in Table 5 will be assessed as detailed in Table 5a, below.

**Table 5a**

Criteria	Assessment Methodology
Assessment of Regulatory Body Reports	<p>The most recent full regulatory body report for each home listed in Appendix 2, that has been inspected, will be assessed and then scored, as detailed in Table 6. The total scores will be aggregated and then divided by the number of reports assessed to give a final Regulatory Body Report score.</p> <p>The score will then be converted into a weighted percentage using the following formula:</p> $(\text{Your Regulatory Body Report score} \div 10) \times 20\% = \text{\% (your awarded percentage)}$ <p>Tenderers must list all of their registered homes</p>
Care Qualification of the Registered Manager	<p>The Care Qualification of the Registered Manager of each home listed in Appendix 2 will be assessed and then scored, as detailed in Table 7. The total scores will be aggregated and then divided by the number of homes assessed to give a final Care Qualification of the Registered Manager score.</p> <p>The score will then be converted into a weighted percentage using the following formula:</p> $(\text{Care Qualification of the Registered Manager Score} \div 10) \times 5\% = \text{\% (your awarded percentage)}$ <p>Failure to provide the relevant evidence will lead to a score of zero being awarded for the home</p>
Management Qualification of the Registered Manager	<p>The Management Qualification of the Registered Manager of each home listed in Appendix 2 will be assessed and then scored, as detailed in Table 8. The total scores will be aggregated and then divided by the number of homes assessed to give a final Management Qualification of the Registered Manager score.</p> <p>The score will then be converted into a weighted percentage using the following formula:</p> $(\text{Management Qualification of the Registered Manager Score} \div 10) \times 5\% = \text{\% (your awarded percentage)}$ <p>Failure to provide the relevant evidence will lead to a score of zero being awarded for the home</p>

**Table 6**

Criterion	Score	Evaluation Measure	Definition
Assessment of Regulatory Body Reports	<b>10</b>	<b>Excellent</b>	a service of exceptional quality that significantly exceeds the minimum requirements in the provision of residential care
	<b>6</b>	<b>Good</b>	a service of high quality that exceeds the minimum requirements in the provision of residential care
	<b>2</b>	<b>Satisfactory</b>	a service that only meets the minimum requirements in the provision of residential care
	<b>0</b>	<b>Unsatisfactory</b>	a service that does not meet minimum requirements in the provision of residential care

**Table 7**

Criterion	Score	Evaluation Measure	Definition
Care Qualification of the Registered Manager	<b>10</b>	<b>Excellent</b>	The registered Manager has a recognised social work qualification or a professional qualification relevant to working with children at least at level 4
	<b>0</b>	<b>Unsatisfactory</b>	The registered Manager does not have a recognised social work qualification or a professional qualification relevant to working with children at least at level 4

**Table 8**

Criterion	Score	Evaluation Measure	Definition
Management Qualification of the Registered Manager	<b>10</b>	<b>Excellent</b>	The Registered Manager has the required manager's qualification <sup>3</sup> qualification in management
	<b>0</b>	<b>Unsatisfactory</b>	The Registered Manager does not have the required manager's qualification <sup>3</sup> qualification in management

<sup>3</sup> the Level 5 Diploma in Leadership for Health and Social Care and Children and Young People's Services in the children and young people's residential management pathway ("the Level 5 Diploma"); or a qualification which the registered provider considers to be equivalent to the Level 5 Diploma as accepted by Ofsted or the appropriate regulatory body

**Stage 2 - Price Assessment**

113. Price will account for 70% of the final percentage score and will be assessed using the tenderers submitted Appendix 2 (Excel Work Sheets).
114. The price criteria to be assessed are detailed in Table 9 along with the maximum final percentage score available for each criterion.

**Table 9**

<b>Criteria</b>	<b>Percentage Available</b>
Core Price/ Core Price with Education	60%
Price for additional members of Staff beyond the usual Staffing Ratio as detailed in the price appendix	5%
Price for additional waking night Staff beyond the usual Staffing Ratio as detailed in the price appendix	5%

115. The criteria in Table 9 will be assessed as detailed in Table 10, below.

**Table 10**

<b>Criteria</b>	<b>Assessment Methodology</b>
Core Price/ Core Price with Education	$(\text{Lowest submitted Core Price/ Core Price with Education} \div \text{your Core Price/ Core Price with Education}) \times 60 =$ % (your awarded percentage)
Price for additional members of Staff beyond the usual Staffing Ratio	$(\text{Lowest submitted Price for Additional Staff}^4 \div \text{your Price for Additional Staff}) \times 5 =$ % (your awarded percentage)
Price for additional waking night Staff beyond the usual Staffing Ratio	$(\text{Lowest submitted additional waking night Staff}^4 \div \text{your additional waking night Staff}) \times 5 =$ % (your awarded percentage)

**Overall Assessment**

116. The price and quality percentage scores will be aggregated to give the total final score which will be used to assign the tenderers to preliminary tiers using the methodology detailed in part 1 of this document.

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<sup>4</sup> Where the lowest submitted price for additional staff is considered to be unreasonably low national rates will be utilised in the evaluation of the submitted tenders.

**Best and Final Offer**

117. Tenderers will be notified of their preliminary tier position based on the assessment of their submitted tender. In addition to this details will be provided on lowest tendered price for each category that they submitted a price for. Tenderers will then be given an opportunity to offer a 'best and final' price for each of the categories that they submitted a tendered price for in their original tender submission. The Council will not accept a revised price in excess of the originally tendered price.
  
118. The tiers will be revised in response to any further price reductions offered by tenderers in line with the methodology detailed in part 1. These revised tiers will form the basis of any contract award.

**119.** The table below details all the documents that must be provided to support your tender submission. Please note that you must complete and upload Appendix 1 and Appendix 2 of the ITT. Failure to submit any relevant supporting information may result in your Tender being disqualified as non compliant with the tender requirements and not considered. **Submitted document must be submitted in either PDF or Word Format.**

Brief details of document	Question	Upload to Regional Database <sup>5</sup>	Upload to IN-Tend Portal	Additional Information
Certificate of Incorporation	A10	No	Yes	Provide a copy of the Certificate of Incorporation of the company under the Companies Act 1985 or 2006 (if applicable) and any certificate of change of name  Uploaded files should be renamed using the following format: <b>(Provider Name) – Incorporation</b>
Financial Information	C1-15	No	Yes	Only required where it is not possible to obtain an ICC report due to your Company not having lodged accounts at Companies House or it not being a private limited or public limited company
Insurance certificates	D1	Yes	Yes	Evidence must be provided demonstrating that the level of insurance required is in place.  Uploaded files should be renamed using the following format: <b>(Provider Name) – (Unique Reference Number) – (Type of insurance)</b> Where insurance is held at a organisational level the Unique Reference Number does not need to be included
Regulatory Body Registration Certificate	E1	Yes	Yes	The certificate for the home listed under technical ability must be included  Uploaded files should be renamed using the following format:

<sup>5</sup> [www.westmidlandsplacements.com](http://www.westmidlandsplacements.com)



				<b>(Provider Name) – (Unique Reference Number) - Certificate</b>
Evidence of Care Qualification of the Registered Manager	Appendix 2	No	Yes	Copies of certificates for the Registered Manager for each home listed in Appendix 2 must be provided Uploaded files should be renamed using the following format: <b>(Provider Name) – (Unique Reference Number) - Care</b>
Evidence of Management Qualification of the Registered Manager	Appendix 2	No	Yes	Copies of certificates for the Registered Manager for each home listed in Appendix 2 must be provided Uploaded files should be renamed using the following format: <b>(Provider Name) – (Unique Reference Number) – Management</b>
Most Recent Full Regulatory Body Report	Appendix 2	Yes	Yes	Copies of the Most Recent Full Regulatory Body Report for each home listed in Appendix 2 must be provided Uploaded files should be renamed using the following format: <b>(Provider Name) – (Unique Reference Number) – Report</b>
Statement of Purpose	N/A	Yes	No	The statement of Purpose for each home should be uploaded to the regional database under each home (service) Uploaded files should be renamed using the following format: <b>(Provider Name) – (Unique Reference Number) – SOP</b>

## PART 3

### Selection Questions

120. Details of all sub-contractors must be provided, as follows:
121. For Sections A and B all sub-contractors details must be provided.
122. If it is proposed that a sub-contractor will provide financial resources or guarantees, these details also need to be provided in Section C.
123. The lead body should cover all insurance requirements, in Section D.

<b>Section A: Tenderer Information</b>
--

<b>A1</b>	Name of the Tenderer making the application. (This must be the registered trading company name of the Tenderer with whom the contract will be entered into)	
<b>A2</b>	Main address for correspondence	
<b>A3</b>	Registered office (if different from above)	
<b>A4</b>	Person applying on behalf of Tenderer	
<b>A5</b>	Position of Person applying on behalf of Tenderer	
<b>A5a</b>	Email addresses for referrals	
<b>A6</b>	Address, telephone number and email address	
	Address:	
	Telephone:	
	Email:	
<b>A7</b>	Are you a sole trader, partnership, private limited company, public limited company, charity, or other (please specify)?	
<b>A8</b>	List the full names of every director, partner, associate and company secretary	
<b>A9</b>	Have any of the directors, partner or associates been involved in any company that has been liquidated or gone into receivership? (If so, please give details)	

<b>A10</b>	State the company's date of incorporation	
	State the Company number under the Companies Act 1985 or 2006.	
	Enclose a copy of the Certificate of Incorporation of the company under the Companies Act 1985 or 2006 (if applicable) and any certificate of change of name	Copy enclosed: <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>
<b>A11</b>	If applicable under Industrial and Provident Societies Acts 1965 to 1978: Date of incorporation	
	If applicable under Industrial and Provident Societies Acts 1965 to 1978: Company number	
<b>A12</b>	If the company is a member of a group of companies, give the names & Registered Office, together with Registration Numbers of the Ultimate Holding Company & all other subsidiaries. Enclose a diagram/structure chart if necessary.	
<b>A13</b>	If the company is a member of a group of companies will the group or the ultimate holding company be prepared to guarantee your contract performance as its subsidiary?	
	Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Tenderer: Conflict of Interest**

<b>A14</b>	Has any director, partner or associate been employed by any of the West Midlands Children's Strategic Commissioning Group participating Councils ? (If so, please give details).
<b>A15</b>	Has any director, partner or associate been an elected member of any of the West Midlands Children's Strategic Commissioning Group participating Councils? (If so, give details).
<b>A16</b>	State if any director, partner or associate has relatives who are employed by any of the West Midlands Children's Strategic Commissioning Group participating Councils at a senior level or as a councillor.
<b>A17</b>	State the names of directors, partners or associates of your company who have any involvement in other companies who provide services to any of the West Midlands Children's Strategic Commissioning Group participating Councils.
<b>A18</b>	If a consortium or subcontracting arrangements are proposed please identify the key consortium members/ sub-contractors and describe the commercial, financial and Provideral arrangements, making clear how matters of control, insurance, finance and risk will be shared and managed.

If Sub Contractors or Consortia are proposed, please insert details of each Sub Contractor/ Consortium Member in the tables below:

<b>SUB-CONTRACTOR/ CONSORTIUM MEMBER</b>	
	Name of the Potential Sub Contractor/Consortia member supporting the application.
	Main address for correspondence.
	Registered office (if different from above).
	Address, telephone number and email address.
	Address: Telephone: Email:
	In what capacity is the Sub Contractor/Consortia Member supporting this application (i.e. financial or technical)?

<b>SUB-CONTRACTOR/ CONSORTIUM MEMBER</b>	
	Name of the Potential Sub Contractor/Consortia member supporting the application.
	Main address for correspondence.
	Registered office (if different from above).
	Address, telephone number and email address.
	Address:
	Telephone:
	Email:
	In what capacity is the Sub Contractor/Consortia Member supporting this application (i.e. financial or technical)?

## Section B: Mandatory Exclusion

The Council shall treat as ineligible and shall not select a Tenderer if the Council has actual knowledge that the Tenderer, or its directors or any other person who has powers of representation, decision or control of the Tenderer has been convicted of any of the offences detailed within Regulation 23(1), of the Public Contracts Regulations 2006 which implements Article 45 (1) of the 2004 EU Public Sector Procurement Directive. Full details regarding Regulation 23 of the Public Contracts Regulations 2006 can be found at: <http://www.legislation.gov.uk/uksi/2006/5/contents/made>

The Bribery Act 2010, which came into force July 2011, places an obligation on the Council to ensure that all partner Tenderers / agents & contractors have 'adequate procedures' in place to prevent bribery.

In B1 and B2 below 'Company' refers to the Tenderer

Table 10: Mandatory Exclusion		
<b>B1</b>	Does your Company or any of your Company's Directors, Partners, or anyone in an equivalent position e.g. any other senior managers who have powers of representation, decision or control in respect of this current opportunity, have any unspent convictions relating to any of the offences covered by Regulation 23(1), of the Public Contracts Regulations 2006 ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>B2</b>	Does your Company employ or use sub-contractors who would be used for this Contract if you were successful with your submission who have any unspent convictions relating to any of the offences covered by regulation 23(1), of the Public Contracts Regulations 2006?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>B3</b>	Please confirm your company and sub contractors have a policy in place to prevent acts of bribery in accordance with the Bribery Act 2010	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If you have answered NO to the above, please explain why, detailing what internal systems are in place to prevent acts of bribery	

**Section C: FINANCIAL STANDING**

If your Company has not lodged accounts at Companies House or is not a private limited or public limited company, you must enclose copies of audited accounts for the last 3 years to include Balance Sheet, Profit and Loss Accounts, Cost of Sales, Full Notes on the accounts and a signed Director’s Report/Auditor’s Report, or if Companies are unable to provide these, management accounts for the last 3 years. For companies that have been trading for less than 3 years, 2 of the following are required:

- Bankers’ References**
- Financial Projections**
- Directors or other forms of Guarantee**

The Council may request further information from the Tenderer in order to satisfy itself that the Tenderer has met the requirements of Section C.

<b>Table 11: Financial standing</b>				
<b>Please indicate whether the following information is enclosed:</b>				
C1	Copies of audited accounts in statutory form and annual reports for the last 3 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
C2	Management Accounts Enclosed	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
C3	For an organisation with less than 1 years trading then 2 of			
	Bankers references	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
	Financial projections	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
	Directors or other forms of guarantee	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
If you have answered YES to the Directors or other forms of guarantee, please ensure questions A1-18 are also completed by this entity.				

**Note:**  
 Where a company is entitled to file abbreviated accounts these are acceptable in the first instance, but we reserve the right to ask for further information if necessary.  
 If the holding company is acting as guarantor, group accounts should also be submitted.  
 Further cash flow details may be requested at a later stage.

**C5** If the accounts that you are submitting are for a year that ended more than 10 months ago, can you confirm that the company as described in those accounts is still trading?

Yes  No

**C6 For consortia only:**  
 Include a statement from either a certified/chartered accountant or bank in respect of how it is proposed that the consortiums finances will be funded and constituted.

Tick if enclosed

**C7** If VAT registered please provide VAT Registration Number.

**Questions C8 to C15 are to be completed by the company providing the guarantee if applicable.**

**C8** Who is the designated contact in the Company responsible for financial matters, including their position within the Company and their telephone number and email address?

Company Name:

Company Address:

Name:

Position:

Telephone Number:

Email Address:

**C9** What is the name and address of your bankers?

**C10** **Enclose** a copy of the Certificate of Incorporation of the company under the Companies Act or 2006 (if applicable) and any certificate of change of name.

Tick if enclosed

<b>Table 12: Financial standing</b>				
<b>Please indicate whether the following information is enclosed:</b>				
C11	Copies of audited accounts in statutory form and annual reports for the last 3 years	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
C12	Management Accounts Enclosed	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
C13	For an organisation with less than 1 years trading then 2 of			
	Bankers references	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
	Financial projections	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>
	Directors or other forms of guarantee	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not applicable <input type="checkbox"/>

Note:

where a company is entitled to file abbreviated accounts these are acceptable in the first instance, but we reserve the right to ask for further information if necessary.  
If the holding company is acting as guarantor, group accounts should also be submitted.  
Further cash flow details may be requested at a later stage.

**C14** If the accounts that you are submitting are for a year that ended more than 10 months ago, can you confirm that the company as described in those accounts is still trading?

Yes  No

**C15** If VAT registered please provide VAT Registration Number.

**If any bid fails this section it will not be taken forward to the next stage.**



**Section D: Insurances**

Please provide details of all insurance cover currently in force. Adequate insurance cover is required and is to be maintained, throughout the period of the contract. The minimum levels required are detailed below.

<b>Table 13. D1: Insurances</b>				
<b>Insurance Type and Level Required</b>	<b>Insurer (Not Broker)</b>	<b>Policy No.</b>	<b>Cover £</b>	<b>Renewal Date</b>
<b>Public Liability</b> - minimum of £5 million in respect of any one claim unlimited in the aggregate.				
<b>Employers Liability</b> - minimum of £10 million in respect of any one claim, covering all employees.				
<b>Professional Indemnity</b> - minimum of £2 million in respect of any one occurrence or series of occurrences arising out of any one event				

I/We confirm that all certificates of insurance, to the required levels, detailed above have been uploaded to the IN-tend portal and the West Midlands Placements Database in the relevant sections and will be in force for the duration of the contract.

Yes  No

**D2: Other Insurances - Declaration**

I/We hereby certify and declare that I/we have/or will have in place or maintain in force, where required to do so, the insurance policies as set out in this section D2, for the levels stated. Should our subsequent tender submission be successful I/we will, where requested to do so by a Council, provide copies of certificates to confirm that such cover is maintained during the term of the Contract.

I/We will only be responsible for ensuring that appropriate malpractice insurance is in place where I/we will provide nursing care.

In respect of resident's effects cover where I/we will not be providing specific cover, I/we confirm that I/we possess sufficient assets to cover the specific liability stated.

Yes  No

**Buildings & Contents Cover** – a minimum sum insurance to relate directly to the value of property real or personal, where a child is resident so as to allow in respect of any one claim for each Child, adequate indemnity and the avoidance of loss and to allow for the re-statement of an establishment belonging to the Provider in the avoidance of a loss of provision to the Purchaser.

**Vehicle Insurance Cover** – the Provider and its Staff shall have in place motor vehicle insurance commensurate with the potential liabilities of the Provider relating to the operation of vehicles used for the transport of Children and their visitors.

**Malpractice Insurance** – Where nursing care is to be provided, £1 million per occurrence.

Not required, nursing care will not be provided

**Resident Effect's Cover** – a minimum of £1500 in respect of each and every claim **or** sufficient assets to meet a liability of £1500 for each Placement in respect of loss or damage to residents' effects.

**Sub-Contractors' Liability** – the Provider shall ensure that the same levels of insurance stated in Table 13 and this section D2 (to the extent that such insurances are required) shall be maintained by sub-contractors for any sub-contracted services.

Not required, we do **not** propose to subcontract any of the Services

**Section E: Technical Ability**

E1. Please provide details of one registered home that you currently operate:

Name of Home			
Regulatory Body		Unique Number	Registration
Date of Registration			

The registration certificate for the home listed above has been uploaded to the IN-tend portal and West Midlands Placements Database.

Yes  No

Name of School			
Regulatory Body		School Registration Number	

Date of Registration		Regulatory Body Registration Number <sup>6</sup>
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**Section F: References**

The references provided will not be evaluated in their own right but may be used by the Council to verify the responses provided by the Tenderer within its ITT submission.

Has any contract or service agreement or service level agreement which your Provider has or has had with a public body, or any grant funding you received from a public body, ever been terminated before expiry or been suspended?

<b>Yes</b>	<input type="checkbox"/>		<b>No</b>	<input type="checkbox"/>
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***If you have answered Yes please give details in the box below. Use a continuation sheet, based on the same format, if necessary.***

(i)	Name of Council:	
	Type of Service:	
	Start and End Dates:	
	Annual Volume and / or Value	

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<sup>6</sup> This should be the registration number allocated by the body that is responsible for inspecting the provision

## PART 5

### DECLARATION

The following declaration is to be completed by the Tenderer.

When you have completed the Tender, ensure that;

- a. You have **answered all** questions;
- b. You have **enclosed all** documents requested; and
- c. You have **read and signed** the declaration below.

I certify that the information supplied is to the best of my knowledge accurate and that I accept the conditions and undertaking requested in the Tender. I understand and accept that false information could result in rejection of our application.

I 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. I also understand that any such action will empower the Council to cancel any contract currently in force and will result in the rejection of our application.

Having examined the Contract, Specification and Invitation to Tender documents for the carrying out of the above mentioned services, we offer to carry out and complete the whole of the said services in conformity with these documents for such sum as may be ascertained in accordance with the said Draft Contract.

I acknowledge that this bid upon acceptance by Sandwell Metropolitan Borough Council constitutes a binding contract until such time as the Lead Contractor and Sandwell Metropolitan Borough Council enter into the Contract, the draft form of which is appended to this Tender.

We undertake to carry out and complete the whole of the services comprised in the Draft Contract and specification.

We agree that this bid shall remain open to be accepted and shall not be withdrawn for a period of 120 days from the receipt of this bid.

We understand that you are not bound to accept the lowest or any quote you may receive.

**NB. This undertaking is to be signed by a partner or authorised representatives in their own name on behalf of your Company.**

Signed for and on behalf of the Company:

Signed:
Name in full:
Position/status within the Company:

Company name:
Company address:
Date:

**COLLUSIVE TENDERING CERTIFICATE**

I/We certify that I/we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts in relation to this tender:

Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount was necessary to obtain an insurance premium quotation required for the preparation of the tender.

Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted or as to any minimum price, rate or fee to be included in this tender.

Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender for the said work any act or thing of the sort described above.

**In this certificate the word "person" includes any persons and body or association, corporate or unincorporated, and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.**

Signed for and on behalf of the Company:

Signed	
Name in full	
Position/status within the Company	
Company name	
Company address	
Date	

**STATEMENT THAT THE TENDERER HAS NOT CANVASSED MEMBERS OR OFFICERS OF THE COUNCIL**

I/We 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 services 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 the 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 services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed for and on behalf of the Company:

Signed	
Name in full	
Position/status within the Company	
Company name	
Company address	
Date	

## **FREEDOM OF INFORMATION ACT 2000 – CAUTIONARY STATEMENT**

The general right of access under the Freedom Information Act 2000 came into force on 1<sup>st</sup> January 2005. With effect from 1<sup>st</sup> January 2005 public authorities cannot include contractual terms, which propose to restrict the disclosure of information held by the Council and relating to the contract beyond the restrictions permitted by the Act. Unless an exemption provided for under the Act is applicable in relation to any particular information, a public authority will be obliged to disclose that information in response to an Information Access Request, regardless of the terms of any contract.

The Council's approach to disclosure is outlined below but it is stressed that this is not provided as any form of guarantee as to the nature of information that may be disclosed in response to an individual Information Access Request as the circumstances of each individual Information Access Request submitted under the Freedom of Information Act may differ.

The Council has included within its Handling Procedure for Freedom of Information Requests, guidance to its officers that where the information requested has been supplied to the Council by a third party, the third party should be given the opportunity to comment on the release of all the information requested, or part of it, prior to any disclosure of the information to an enquirer.

The Council is very sensitive to the commercial interests of private concerns and appreciates the difficulties that will be created for commercial organizations by the new Act, however, it should be appreciated that the Council is required to act legally and in the public interest.

Section 41 of the Act sets out an exemption from the 'right to know' if the information in question was provided to the Council in confidence. Not all information provided 'in confidence' is actually confidential but merely a desire by the person providing it, for it not to be disclosed to another party. The Council therefore has to decide if disclosure of the information would give rise to an actionable breach of confidence through the courts.

The Council is of the view that the fact that an organization has been awarded a particular contract is a matter of public record and the Council is therefore obliged to confirm that we hold the information being requested. What remains to be considered is whether the Council can release the information itself.

The law of confidence is a common law concept rather than an Act of Parliament and there is therefore no prescribed definition. What has been accepted through case law is that a duty of confidence arises when one person is provided with information by another in the expectation that the information will only be used or disclosed in accordance with the wishes of the Contractor. The Council would contend that in terms of the provision of contractual information whether or not an explicit confidentiality condition is attached to the provision of the information, there is an obvious and implied condition arising from the circumstances under which a public body is required to provide the information.

For the information to be protected from disclosure by an obligation of confidence it is necessary for there to be a 'quality of confidence'. The preservation of confidence is recognized by the courts to be an important matter and one in which there is a strong public



interest. The Council would contend that there may be a strong public interest in knowing the level of expenditure committed by the Council to a contract, However, the Council considers that there would not normally be such a strong public interest in the technical detail.

The courts have generally taken the view that the grounds for breaching confidentiality must be strong ones. In balancing confidentiality against the public interest, the Council must weigh up the good of society against the importance of preserving confidences. Again, the Council would contend that disclosing expenditure by the Council could be considered to be in the public interest whereas the disclosure of trade practices and technical knowledge is not essential to 'the good of society'.

The Council must then go on to also consider that the information must not be readily available by other means. On this point in considering whether to disclose or not the Council will normally seek your confirmation that information you consider to be confidential know-how and trade secrets are not common to the trade nor are they referred to in any marketing or promotional materials that you may supply to potential customers. The Council would seek this confirmation as the guidance provided by the Information Commissioner is that a formula, process or other similar technological development which can be worked out by a professional analyst who is in possession of basic information is unlikely to be viewed by the courts as being confidential. In short, the Council must be satisfied that a trade secret is in fact a bona fide trade secret.

On receiving an individual and specific request, if the Council has been assured on these points at the time of seeking your views on any particular request, the Council would be in a better position to defend any complaint to the Council or indeed the Information Commissioner regarding the refusal to provide detailed information, however, the Council could not so easily defend a refusal to release the fee or the identity of yourselves as the persons having tendered that price.

The Council's stance on the matter of disclosure is considered sufficient to allay your concerns and we look forward to a continued good working relationship with you in the future.

**Appendix 1 – Residential Homes List**

Please see separate MS Excel Sheet

## Appendix 2 – Prices

Please see separate MS Excel Sheet