

**Request for Quotation**

**Regulation 44 visits**

**Contents**

[Section 1: Introduction 3](#_Toc100068533)

[1. General Requirements 3](#_Toc100068534)

[2. Procurement Timetable 4](#_Toc100068535)

[3. Clarification Questions 5](#_Toc100068536)

[4. Quotation Responses 6](#_Toc100068537)

[5. Evaluation of Quotations 6](#_Toc100068538)

[Section 2: Specification 11](#_Toc100068539)

[1. Introduction and Background 11](#_Toc100068540)

[2. Scope 11](#_Toc100068541)

[3 Business Continuity and Disaster Recovery 11](#_Toc100068542)

[4 Statement of Requirements 12](#_Toc100068543)

[5 Implementation Criteria 13](#_Toc100068544)

[6 Performance Monitoring and Review/Project Management 13](#_Toc100068545)

[7 Data Management / UK General Data Protection Regulation (UK GDPR) 13](#_Toc100068546)

[8. Appendixes and/or Annexes 20](#_Toc100068547)

[Section 3: Supporting Information 21](#_Toc100068548)

[Section 4: Pricing Sheet 28](#_Toc100068549)

[4.1 Pricing and Costs 28](#_Toc100068550)

[Section 5: Freedom of Information 29](#_Toc100068551)

[Section 6: Declaration 31](#_Toc100068552)

[Section 7: Due diligence 31](#_Toc100068553)

[Section 8: CONTRACT AWARD 32](#_Toc100068554)

# Section 1: Introduction

## General Requirements

* 1. Northamptonshire Children’s Trust (hereafter referred to as the “Trust”) invites quotations for the provision of Independent Visits to each of the Trust’s Children’s Homes in line with Regulation 44 of the Children’s Homes (England) Regulations 2015.
	2. The Trust’s detailed requirements are defined in Section 2: Specification.
	3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the Officer detailed in Table B.
	4. The Trust reserves the right to:
		1. carry out due diligence checks on the awarded Potential Supplier.
		2. amend the Conditions of Contract included at Appendix 1.
		3. abandon the procurement process at any stage without any liability to the Trust; and/or
		4. require the Potential Supplier to clarify its quotation in writing and if the Potential Supplier fails to respond satisfactorily, this may result in the Potential Supplier being rejected from the process.
	5. The Trust also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of Quotation Responses or otherwise. In such circumstances, the Trust will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all quotations, proposals and submissions relating to this RFQ entirely at your own risk.
	6. All documents and materials, which comprise the RFQ response, must be written in English only.
	7. Quotations are to remain open for acceptance for a period of 90 days from the Deadline for Submission of Bids.
	8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and locate within the question asked as this will be the single source of information on which responses will be scored and ranked.
	9. **Rights of the Trust in Relation to the RFQ**
		1. The Trust reserves the right to:
1. Waive or change the requirements of this RFQ at any time during the procurement process without prior (or any) notice being given by the Trust.
2. Make changes to the timetable, structure or content of this RFQ or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable.
3. Abandon the procurement process at any stage without any liability to the Trust, or to re-invite responses on the same or any alternative basis.
4. Choose not to award any contract as a result of this procurement process; and/or
	1. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question e.g., maximum word/page limits, etc.
		1. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words.
		2. Submit any attachments requested in an acceptable format to the Trust which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Trust that it will be accepted.
		3. When uploading attachments, please state the question number only in the file title.
		4. Submit any zipped files in WinZip format only.

## Procurement Timetable

* 1. This RFQ follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.
	2. All documents, which comprise any RFQ Response, must be received by the Trust no later than the Deadline for Submission of Bids, set out in Table A, below.
	3. The RFQ process is intended to follow the timetable set out in Table A, below.

**Table A**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Request for Quotation Documents issued | Friday, 1 April 2022 |
|  | Deadline for Questions from Potential Suppliers | 17:30 on Wednesday, 13 April 2022 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Friday, 22 April 2022 |
|  | Deadline for Submission of Bids | 17:30 on Wednesday, 27 April 2022 |
|  | Evaluation of Bids Received\* | Wednesday, 11 May 2022 |
|  | Contract Award\* | Wednesday, 18 May 2022 |
|  | Contract Start\* | Wednesday, 1 June 2022 |
|  | Contract End (EXCLUDING Extension Periods)\* | Friday, 31 May 2024 |
|  | Contract End (INCLUDING Extension Periods)\* | Friday, 30 May 2025 |

* 1. The Trust reserves the right to amend this timetable, and items marked with an asterisk, i.e., \*, are provided for **guidance only** and are **subject to change** at short notice.
	2. Any RFQ received after the Deadline for Submission of Bids identified in Table A, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.

## Clarification Questions

* 1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.
	2. A copy of all requests for clarifications and the responses will be published to all potential suppliers, where the clarification and response are not considered confidential.
	3. If a potential supplier wishes the Trust to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Trust, the clarification is not confidential, the Trust will publish in an anonymised format.
	4. The deadline for receipt of clarifications relating to this procurement is set out in the procurement timetable. Clarifications sent to the Trust after this deadline may not be responded to.

**Table B**

|  |  |
| --- | --- |
| Name | Sarah Kennedy |
| Job Title | Service Manager  |
| Telephone number | N/A All correspondence to be via email |
| E-Mail address | Sarah.kennedy@nctrust.co.uk |

## Quotation Responses

* 1. Should you wish to take part in the selection process please complete this RFQ and return to the Officer detailed in Table C, below, no later than the Deadline for Submission of Bids date in Table A.

**Table C**

|  |  |
| --- | --- |
| Name | Sarah Kennedy |
| Job Title | Service Manager |
| E-Mail address | Sarah.kennedy@nctrust.co.uk |

## Evaluation of Quotations

* 1. **THOSE POTENTIAL SUPPLIERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL be rejected from the RFQ PROCESS.**
	2. Any bids which are not compliant or not completed fully will be rejected. If a bid is eliminated for any reason, the price submitted within the quote concerned shall also be excluded from the evaluation. Based on the information provided by Potential Suppliers, each compliant RFQ Response will be evaluated based on the following criteria:
		1. **Evaluation Method: 50% Quality. 50% Price**

Potential Suppliers must pass all pass/fail questions in Section 3: to be considered. Bids not meeting the minimum standards will be rejected. Price will make up 50% of the evaluation, with 50% on Quality Questions.

* 1. All responses to the Quality Questions will be assessed against the criteria set out in Table D, below.

**Table D**

| **Score** | **Criteria for Awarding Score** |
| --- | --- |
| 0 | Considered to be a **poor response** on the basis that:* No response is provided; or
* It does not answer the question or is completely irrelevant.
 |
| 1 | Considered to be a **limited response** on the basis that:* Overall, it lacks sufficient detail or is perceived to be unclear, meaning that evaluators are not confident that the criteria will be delivered to an acceptable level.
 |
| 2 | Considered to be an **acceptable response** on the basis that:* It addresses most of the relevant criteria; and/or
* The supporting detail is clear for the most part and provides evaluators with an understanding that the criteria it does address will be met to an acceptable level.
 |
| 3 | Considered to be a **good response** on the basis that:* It addresses all relevant criteria; and/or
* The supporting detail is clear and provides evaluators with confidence that the criteria will be delivered to a good standard.
 |
| 4 | Considered to be an **outstanding response** on the basis that:* It addresses all relevant criteria; and/or
* The supporting detail is clear and robust and provides evaluators with the utmost confidence that all criteria will be delivered to the highest standard.
 |

* 1. An RfQ Response may be rejected, where the response to any Scored Question fails to achieve a score of 2 or more (as defined in Table D), even if it scores relatively well against all other criteria. This is because the Council requires a minimum quality threshold to ensure an overly low price does not skew an RfQ Response where the quality is fundamentally unacceptable.
	2. Should the Evaluation Panel, in its reasonable judgement, identify a fundamental failing or weakness in any RfQ Response then that RfQ Response may, regardless of its other merits, be excluded from further consideration.
	3. For the avoidance of doubt, there are no sub-criteria elements in the Scored Questions, which will be scored. The score allocated will be against the total answer submitted and factored against the maximum percentage awarded for that question in accordance with the calculation formula.
	4. Where a particular question may list “elements”, Potential Suppliers are informed that no such individual element will be scored, per se; instead, the “elements” as listed are given for information only to assist Potential Suppliers to submit their most comprehensive Response and therefore their most competitive RfQ Response in all the circumstances.
	5. The award criteria questions will be evaluated, using the scheme set out in Table E, below.

**Table E – Evaluation Criteria Questions and Weighting**

|  | **Section Headings** | **Weighting****Within Total** |
| --- | --- | --- |
| **Questions** |
| **Minimum Standard (Answered? Yes/No)** |
|  | Supporting Information | Answered? Yes/No |
|  | Contact Details and Declaration | Answered? Yes/No |
| **Minimum Standard (Pass/Fail)** |
|  | Insurance | Pass/Fail |
|  | Modern Slavery Act 2015 | Pass/Fail |
|  | General Data Protection Regulation (GDPR) | Pass/Fail |
|  | Social Value | Pass/Fail |
| **Project Specific Questions (50%)** |
|  | Experience of delivering an effective service | 25% |
|  | Delivery of the outcomes of this project.  | 12.5% |
|  | Resource of the service | 12.5% |
| **Price (50%)** |
|  | Visit | 0% |
|  | Travel | 0% |
|  | Report Writing | 0% |
|  | Contract Fee (Whole term contract)(if applicable) | 0% |
|  | Additional Costs not otherwise specified | 0% |
|  | Total Cost (A+B+C+D+E) | 50% |
|  | **Grand Total** | **100%** |

1. **Evaluation Method: Weighted Combination of Questions and Price**
	1. The Quality Question score as detailed in Table D, will be divided by 4 and multiplied by the question weighting (within Total) (%), set out in Table E, to provide a final Quality score (%) for each question, in accordance with the following example:
		1. If the question weighting (within Total) is 20% and the Potential Supplier’s response is scored ‘2’, their final score (%) will be:
2. 2 / 4 x 20 = 10% for that question.
	* 1. The Potential Supplier’s response to each question will be evaluated and scored a maximum of 4 marks as per Table D.
	1. Example scores to the answers to your Quality Questions, provided by Potential Suppliers, are included in Table F, below, which will be used in the remainder of this example.

**Table F**

| **Potential Supplier No.** | **Potential Supplier Quality Score** | **Maximum Quality Score Available** | **Rank** |
| --- | --- | --- | --- |
| Potential Supplier 1 | 20 | 40 | 3 |
| Potential Supplier 2 | 30 | 40 | 2 |
| Potential Supplier 3 | 40 | 40 | 1 |

* 1. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score, as set out in Table F. All other RfQ Responses will be scored in accordance with the following calculation:

$$=Price Weighting-\left(\frac{Your submitted price-lowest submitted price}{Your submitted price}\right)x 100$$

* + 1. An example is provided in Table G, below. This example is based on a 60% price weighting, as previously identified in Table D, where the lowest compliant price is £100,000.

**Table G**

| **Potential Supplier No.** | **Potential Supplier Price Offer** | **Price Calculation** | **Price Score** | **Rank** |
| --- | --- | --- | --- | --- |
| Potential Supplier 1 | £100,000.00 | =60%(lowest compliant price) | 60 | 1 |
| Potential Supplier 2 | £125,000.00 | =60-((125,000-100,000)/125,000)\*100 | 40 | 2 |
| Potential Supplier 3 | £150,000.00 | =60-((150,000-100,000)/150,000)\*100 | 26.67 | 3 |

* 1. Potential Suppliers who receive a minus score will be allocated a score of 0% for the Pricing element*.*
	2. Based on the points awarded for **Quality** in Table F and **Price** in Table G, the final scores are as set out in Table H, below, which are calculated in accordance with the following methodology:
		1. Quality Score + Price Score = Total Score

**Table H**

| **Potential Supplier No.** | **Quality Score***Out of 40* | **Price Score***Out of 60* | **Total Score***Out of 100* | **Rank** |
| --- | --- | --- | --- | --- |
| Potential Supplier 1 | 20 | 60 | 80 | 1 |
| Potential Supplier 2 | 30 | 40 | 70 | 2 |
| Potential Supplier 3 | 40 | 26.67 | 66.67 | 3 |

# Section 2: Specification

## Introduction and Background

* 1. Under Children’s Homes (England) Regulations 2015, Regulation 44 requires that children’s homes need to be visited by an independent person at least once a month, to establish whether
1. children are effectively safeguarded; and
2. the conduct of the home promotes children’s well-being.

The completion of Regulation 44 visits enables the registered manager to ensure compliance with the regulatory framework and ensures adequate preparation is given for future regulatory inspections.

* 1. Quotations are invited by the Trust from Suppliers with relevant experience and ability to demonstrate sufficient capacity to carry out monthly visits (as a minimum) by an Independent Person to undertake a rigorous and impartial assessment of the home's arrangements for safeguarding and promoting the welfare of the children in the home's care.

## Scope

* 1. The Trust operates 5 children's homes in Northamptonshire. There is an expectation therefore of at least a total of 60 visits in a 12-month cycle for the 5 homes.

## Business Continuity and Disaster Recovery

* 1. The Supplier is required to have in place adequate and appropriate measures to ensure that it is able to continue providing the Services within a predetermined time in the event of service disruption or a state of emergency which partially or completely interrupts the Supplier’s business critical functions and which would otherwise impact the Supplier’s provision of the Services. The Supplier may be required by the Trust to provide satisfactory evidence demonstrating compliance with the key principals of the British Standard for Business Continuity (BS25999) or its equivalent however, certification of the Supplier to this standard though desirable is not mandatory.
	2. The Trust may from time to time require the Supplier to demonstrate to the reasonable satisfaction of the Trust the viability and effectiveness of the Supplier’s business continuity arrangements.

## Statement of Requirements

* 1. The Supplier is expected to
		1. Build a positive working relationship with each of the registered managers to enable the Regulation 44 visits to be undertaken in accordance with the regulatory framework and support the work of the registered managers.
		2. Visit all agreed homes on a monthly basis to fulfil the requirements of the Regulation 44 visit.
		3. Following each visit, email a visit report to the registered managers and service manager within five (5) working days of a visit.
		4. Report any concerns regarding the conduct of the homes to the Responsible Individual immediately so that an appropriate response can be given.
	2. In order to achieve these outcomes, the Trust is looking to commission a Supplier with:
		1. Significant experience of residential childcare, either as a residential home manager or deputy manager or as a social worker supporting or overseeing the delivery of residential care including keeping knowledge up to date.
		2. Experience of carrying out Regulation 44 visits, working knowledge of the Children’s homes (England) Regulations 2015 and writing the associated report.
		3. Ability to develop a positive working relationship with registered managers and inform the development of the children’s home and support the work of the registered manager.
		4. Awareness of and readiness to comply with the Trust’s safeguarding policies.
		5. Ability to handle information securely and efficiently, in compliance with data protection legislation.
		6. Ability to engage with children.
		7. Excellent communication and report writing skills.
		8. Capacity to undertake at least sixty (60) visits over each twelve (12)month period.

## Implementation Criteria

* 1. This contract is anticipated to commence on 1st June 2022 and will expire on 31st May 2024 with the provision to extend for a further twelve (12) months.

## Performance Monitoring and Review/Project Management

* 1. Each monthly report will be read and responded to by the registered manager. The reports will also be read each month by the service manager and the Responsible Individual where necessary.
	2. The Supplier will also be expected to attend six (6) monthly review meetings with the service manager.

## Data Management / UK General Data Protection Regulation (UK GDPR)

* 1. The potential Supplier shall comply with any further written instructions with respect to processing by the Trust.
	2. Any such further instructions shall be incorporated into the Schedule at Table I, below.

**Table I – Data Processing Schedule**

| **Data Processing Schedule** |
| --- |
| 1. **Description of Services**
 |
| * 1. Regulation 44 visits
 |
| 1. **Roles of The Parties**
 |
| * 1. The relationship between the parties is Controller and Processor
 |
| * + 1. The Data Controller is:
 | Northamptonshire Children’s Trust (”the Trust”) |
| * + 1. The Data Controller/Processor is:
 | Successful candidate.  |
| * + 1. The Data Discloser is:
 | Controller  |
| * + 1. The Data Recipient is:
 | Processor |
| * + 1. The data controller’s Data Protection Officer’s contact details:
 | The Trust DPO Email: dpo@nctrust.co.uk Details to be confirmed by successful candidate.  |
| * 1. All parties to this schedule must appoint and communicate to each other the Specific Points of Contact (SPOC). The SPOCs within each organisation will be the first point of contact for questions about this schedule.
	2. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with UK GDPR and the Data Protection Act 2018. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
	3. Unless legally exempt, the provider is obligated to provide the controller with confirmation and evidence of ICO registration.
 |
| 1. **Purpose and Scope**
 |
| * 1. The agreed purpose of this Data Sharing is to enable the inspector to ascertain the level of care being provided to the young people living in the home being inspected.
	2. Each Party considers this data sharing initiative necessary to achieve the agreed purpose.
	3. The aim of the data sharing is to ensure robust inspections and quality care for our young people.
	4. It will serve to benefit society by ensuring quality of care is being provided to the young people being looked after in the Trust children’s homes.
 |
| 1. **Purpose Limitation**
 |
| * 1. Personal data will be processed only on the controller’s documented instructions and not be, shared, disclosed, or used in any way except:
		1. in accordance with this Schedule; or
		2. as required by law.
	2. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically.
	3. The Data Recipient shall:
		1. not transfer or otherwise process the Personal/Special Category Data outside the UK without obtaining the Controller’s prior written consent, which will include the transfer instructions and obligations under Article 45, 46 & 49 UK GDPR.
		2. not share the Shared Personal Data with any third party without the consent of the Data Discloser in accordance with the Controllers transfer instructions.
		3. Where applicable the processor is liable to the data controller for a sub-processor’s compliance with its data protection obligations.
 |
| 1. **Lawful Basis**
 |
| * 1. UK GDPR Article 6 lawful basis: Children’s Act 1989.
	2. In respect of Special Categories of Personal Data, UK GDPR Article 9 ground: Racial / ethnic original / data concerning health / basic and sensitive data.
	3. In respect of Special Categories of Personal Data and Personal Data relating to criminal convictions and offences, Data Protection Act 2018 Schedule 1 condition: The only reason for this data being shared would be as part of the inspection of personnel files.
 |
| 1. **Data Use Provisions and Data Quality**
 |
| * 1. Any data used within this contract will only be used in order to complete informed and accurate monthly inspection reports and or any subsequent safeguarding referrals (if applicable).
	2. Each party sharing data under this schedule is responsible for the quality of the data they are sharing.
	3. Before sharing data, officers will check that the data being shared is accurate and up to date to the best of their knowledge. If sensitive data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.
	4. The Parties shall ensure that the Shared Personal Data remains confidential and that no one, including any member of any Party's staff, workers or otherwise, has access to the Shared Personal Data other than those directly involved in, or connected with, the Agreed Purposes.
	5. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor’s authority are subject to the abovementioned confidentiality.
	6. Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
 |
| 1. **Categories of Data Subject**
 |
| * 1. The young people and staff in the homes being inspected.
 |
| 1. **Categories of Personal Data to Be Shared**
 |
| * 1. Any information that is reviewed as part of the inspection. This may include staff personnel files, supervision files, daily notes, monthly reports, Care Plans / pathway plans and any incident reports.
 |
| 1. **Special Categories of Personal Data to Be Shared**
 |
| * 1. Racial / ethnic original / data concerning health / basic risk data / Sensitive information.
 |
| 1. **Security Measures**
 |
| * 1. Data controllers and processors are obliged under Article 32 to put in place appropriate technical and organisational measures to ensure the security of any personal data they process which may include, as appropriate:
		1. encryption and pseudonymisation.
		2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
		3. the ability to restore access to personal data in the event of an incident; and
		4. processes for regularly testing and assessing the effectiveness of the measures.
	2. All Shared Personal Data shall be encrypted and transferred by secure methods approved by both parties.
	3. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in this schedule, together with any other applicable laws and guidance.
	4. Information shared as part of the inspection is hard copy data that is stored securely. No hard copies are taken off site. Any electronic data is only shared with permission by the Home’s Manager and they would require login and would supervise any data being seen by the inspector. The storage of the data once shared with the processor will be confirmed by the successful candidate for this tender.
 |
| 1. **Data Transfer and Access Requirements**
 |
| * 1. Data is to be shared with Processor under the terms agreed on awarding the contract. This will be confirmed once the successful candidate has been identified.
	2. Data will be shared on the dates that the inspection takes place. The inspections take place once a month at each of the homes.
	3. Access will be limited to the inspector.
	4. Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
 |
| 1. **Retention**
 |
| * 1. Personal information for the purpose of this processing will be kept by the successful candidate for this tender. Once the person is identified, more specific arrangements will be made.
 |
| 1. **Storage**
 |
| * 1. Personal data is securely stored on the successful candidates’ systems. The details of this system will be clarified on the awarding of the contract.
	2. Personal data will not be stored outside of the UK, unless where adequacy can be demonstrated.
 |
| 1. **Deletion**
 |
| * 1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so.
	2. The successful candidate will securely dispose personal data in line with the specified retention period. Arrangements for the Disposal is undertaken will be agreed on approval of the tender.
	3. Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 UK GDPR.
 |
| 1. **Data Subjects’ Rights**
 |
| * 1. The Parties each agree to provide such assistance as is reasonably required to enable the other Parties to comply with Individual Rights Requests within the time limits imposed by UK Data Protection Legislation.
	2. The processor will take appropriate technical and organisational measures to help the data controller respond to requests from individuals to exercise their rights.
	3. The data processor shall, insofar as this is possible, assist the data controller in compliance with individual rights under UK GDPR.
	4. Each Party shall:
		1. promptly inform the other Party about the receipt of any Individual Rights Request (within forty-eight (48) Hours); and
		2. not disclose or release any Shared Personal Data in response to a Data Subject Request without first consulting the other Party wherever possible.
	5. Each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.
 |
| 1. **Assisting the Data Controller and Breach Reporting**
 |
| * 1. Considering the nature of the processing and the information available, the processor must assist the data controller in meeting its obligations to:
		1. keep personal data secure.
		2. notify personal data breaches to the ICO, immediately/without undue delay of awareness to allow the data controller to comply with the requirement to notify the ICO (where appropriate) within the 72-hour deadline.
		3. notify personal data breaches to data subjects only if instructed by data controller.
		4. carry out data protection impact assessments (DPIAs) when required; and
		5. consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.
 |
| 1. **Audits and inspections**
 |
| * 1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR, and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
	2. The data processor shall be required to provide the supervisory authority, which, pursuant to applicable legislation have access to the data controller’s and data processor’s facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor’s physical facilities on presentation of appropriate identification.
 |
| 1. **Any Other Specific Requirements Regarding Data Protection**
 |
| N/A |

* 1. The definitions of terms and/or acronyms used within this document are set out in Table J, below.

**Table J – Data Processing Schedule Definitions and Interpretation**

| **Term or Acronym** | **Definition** |
| --- | --- |
| Agreed Purposes | All purposes associated with the operation of the Trust’s Services and the successful candidate for this Tender, in particular where service delivery requires input from the other party to ensure continuity for the customer and/or where service is delivered on behalf of one or other party. |
| Commencement Date | Sunday, 1st May 2022 |
| Data Controller | Takes the meaning given in the UK GDPR. |
| Data Processor | Takes the meaning given in the UK GDPR. |
| Joint Controller | Takes the meaning given in the UK GDPR. |
| Data Discloser | The Party sharing the Shared Personal Data. |
| Data Recipient | The Party receiving the Personal Data. |
| Data Protection Legislation | All legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and UK GDPR or any successor legislation of the European Union has legal effect in the UK. |
| Data Subject | Takes the meaning given in the UK GDPR. |
| Individual Rights Request | A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data. |
| UK GDPR | UK General Data Protection Regulation. |
| Personal Data | Takes the meaning given in the UK GDPR. |
| Personal Data Breach | Takes the meaning given in the UK GDPR. |
| Processor | Takes the meaning given in the UK GDPR. |
| Shared Personal Data | The Personal Data to be shared, where necessary only, between the Parties of this Agreement. |
| Special Categories of Personal Data | The categories of Personal Data set out in Article 9(1) of the UK GDPR. |

## Appendixes and/or Annexes

*Please insert details of any other applicable documents to which reference should be made.*

| **No.** | **Document Name** | **Document Location** |
| --- | --- | --- |
|  |  |  |

# Section 3: Supporting Information

1. Please complete Section 3 below.

| **General Information** |
| --- |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1.(a) | Full name of the Potential Supplier completing Information | Click to enter text. |
| 1.1.(b)(i) | Registered office address | Click to enter text. |
| 1.1 (b)(ii) | Registered website address | Click to enter text. |
| 1.1.(c)(i) | Trading Status | Choose an item. |
| 1.1.(c)(ii) | \*If you selected ‘**Other\***’, please specify | Click to enter text. |
| 1.1 (d) | Date of registration in country of origin | Click to enter date. |
| 1.1.(e) | Company registration number | Click to enter text. |
| 1.1.(f) | Charity registration number | Click to enter text. |
| 1.1 (g) | Head Officer DUNS number | Click to enter text. |
| 1.1 (h) | Registered VAT number | Click to enter text. |
| 1.1 (i) | Trading name(s) that will be used if successful in this procurement. | Click to enter text. |
| 1.1.(j) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |
| 1.1 (k) | If applicable, details of immediate parent company | Click to enter text. |
|  |  |  |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1.(l) | Full name of the Potential Supplier completing Information | Click to enter text. |
| 1.1.(m) | Registered office address | Click to enter text. |
| 1.1.(n) (i) | Trading Status | Choose an item. |
| 1.1.(n) (ii) | \*If you selected ‘**Other\***’, please specify | Click to enter text. |
| 1.1.(o) (i) | Company registration number | Click to enter text. |
| 1.1.(o) (ii) | Charity registration number | Click to enter text. |
| 1.1.(p) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |

**Please Note:** To avoid any unnecessary duplication for the Potential Supplier, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this RFQ Response, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** |
| --- |
| **Question 2:** | **Scoring Methodology:** | Question Answered? Yes/No |
| *Potential Supplier contact details for enquiries about this RFQ Response* |
| 2.1.(a) | Contact name | Click to enter text. |
| 2.1.(b) | Name of organisation | Click to enter text. |
| 2.1.(c) | Role in organisation | Click to enter text. |
| 2.1.(d) | Phone number | Click to enter text. |
| 2.1.(e) | E-mail address | Click to enter text. |
| 2.1.(f) | Postal address*including postcode* | Click to enter text. |
| 2.1.(g) | Signature*electronic is acceptable* | Click to enter text. |
| 2.1.(h) | Date | Click to enter date. |

| **Insurance** |
| --- |
| **Question 3:** | **Scoring Methodology:** | Pass/Fail |  |  |
| Potential Suppliers who answer ‘No’ to any of the levels below will be eliminated from this procurement process. |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below* |
| 3.1. | Employer’s liability insurance, with a minimum limit of indemnity of ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Services, covering all employees | Choose an item. |
| 3.2. | Public liability insurance with a minimum limit of indemnity of five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Services | Choose an item. |
| 3.3. | Directors’ and officers’ liability, trustees’ liability, professional indemnity insurance, with a minimum limit of indemnity of one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Services. | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/Fail |  |  |
| Potential Suppliers who answer ‘No’ will be eliminated from this procurement process. |
| 4.1. (a) | The Trust wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | Choose an item. |

| **General Data Protection Regulation (GDPR)** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail |  |  |
| Potential Suppliers who answer ‘No’ will be eliminated from this procurement process. |
| 5.1. | The Trust wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are complaint with the requirements of the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.Please confirm that you and your supply chain with regards to this RFQ response comply with all applicable data protection legislation including but not limited to the UK General Data Protection Regulations (UK GDPR) and Data Protection Act. | Choose an item. |

| **Social Value** |
| --- |
| **Question 6:** | **Scoring Methodology:** | For information only |  |  |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:* Sub-contracting locally.
* Improvements to the geographical area covered by Northamptonshire Children’s Trust; and/or
* Use of apprenticeships.

***Important Note:*** *Where the Potential Supplier answers in such a way, as to avoid this requirement, but still provides an answer (e.g., “we are unable to offer any benefits as a part of this Contract”), they will be deemed to have not answered the question, which may lead them failing this question and being rejected from the process.* |
| **Answer:** |
|  |

| **Quality Questions**  |
| --- |
| **Question 7:** | **Weighting:** | 25% | **Word Limit:** | 1000 words |
| Provide evidence that you or your organisation has the experience and skills referred to in ‘statement of requirement’ section of this document to provide this service effectively and efficiently. Provide evidence for each of the 8 aspects. 1.Significant experience of residential childcare, either as a residential home manager or deputy manager or as a social worker supporting or overseeing the delivery of residential care including keeping knowledge up to date.2.Experience of carrying out Regulation 44 visits, working knowledge of the Children’s homes (England) Regulations 2015 and writing the associated report. 3.Ability to develop a positive working relationship with registered managers and inform the development of the children’s home and support the work of the registered manager.4.Awareness of and readiness to comply with the Trusts safeguarding protocols 5.Ability to handle information securely and efficiently, in compliance with data protection legislation. 6.Ability to engage with children. 7.Excellent communication and report writing skills.8.Capacity to undertake at least 60 visits every year.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 8:** | **Weighting:** | 12.5% | **Word Limit:** | 500 words |
| Describe the practical steps you or your organisation would take to achieve the outcomes and deliverables of this project. Your response should demonstrate that you have taken into account the local context. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question 9:** | **Weighting:** | 12.5% | **Word Limit:** | 500 words |
| Describe how you would use the funding to resource and organise the service in terms of time, staff, other resources. Explain how your proposal represents value for money |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

# Section 4: Pricing Sheet

## Pricing and Costs

* + 1. Please complete the Pricing Schedule at Table K below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* + 1. Please complete the Detailed Price Breakdown at Table K, below and include the itemised cost under each heading, as appropriate and any additional costs.
		2. Please add or remove rows to form the Price Breakdown table, as necessary.
		3. All prices quoted must exclude VAT.
		4. Should you be successful, your fixed cost for the contract must be included in your RFQ Response and any costs which are not included will not be met by the Trust either before or during the contract.
		5. Where the Trust considers a price to be abnormally low, it may seek clarification and/or an explanation from the Potential Supplier, and the Trust may reject any RFQ Response, at its absolute discretion, if it appears to be unreliable.

**Table K**

| **Pricing Schedule** |
| --- |
|  | Visit | £Click to enter text. |
|  | Travel | £Click to enter text. |
|  | Report writing | £Click to enter text. |
|  | Contract Fee (whole contract term) (if applicable) | £Click to enter text. |
|  | Additional Costs not otherwise specified | £Click to enter text. |
|  | Total Cost (A+B+C+D+E)This is the figure that will be used for the price evaluation, as detailed in this document. | £Click to enter text. |

# Section 5: Freedom of Information

* 1. Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
	2. Potential Suppliers must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Potential Suppliers must state why they consider the information to be confidential or commercially sensitive.
	3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

| **Information/Document** | **Reference/Page No.** | **Reasons for Non-Disclosure** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

# Section 6: Declaration

By signing Section 3, Question 2.1.(g), I hereby declare that:

* 1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so.
	2. to the best of my knowledge, the information provided is complete and accurate.
	3. the price in Section 4 is our best offer.
	4. no collusion with other organisations has taken place in order to fix the price.
	5. that there is no conflict of interest in relation to the Trust’s requirement.
	6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1.
	7. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix 1 and an instruction to proceed has been given by the Trust in writing; and
	8. I understand that the Trust may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# Section 7: Due diligence

* 1. The Trust will undertake its due diligence in advance of any contract award.
	2. The preferred Potential Supplier(s) will not be awarded the Contract until the Trust is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Trust before a contract can be awarded. The Trust reserves the right to disqualify any Quotation Response which is incomplete.
	3. Due diligence may include credit checks in relation to the preferred Potential Supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Trust to ensure that any organisation who wishes to enter into a contract with the Trust will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Trust works with external credit agencies to provide these financial checks.
	4. The Trust reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Trust’s due diligence reveal a serious concern or risk for the Trust that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.
	5. The Trust reserves the right to revisit any selection criteria questions at any time before award stage, where the Trust believes there is a risk that selection responses might have changed. The Trust reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.

# Section 8: CONTRACT AWARD

* 1. The Trust will notify all Potential Suppliers of its intention to award a contract.
	2. This will include details of the:
		1. Award criteria scores.
		2. Name of the successful provider(s).
	3. The following documents shall form part of the contract between the Trust and the successful provider(s):
		1. Specification.
		2. Terms and Conditions (to follow)
		3. A pricing schedule (as completed by the Potential Supplier).
		4. Responses to requirements; and
		5. A list of commercially sensitive information.