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**Application form to be included on a preferred list of Providers of Off­site student programme (Norwich Inclusion Charter)**

**Please note this is a new opportunity – if you applied for NCCQ41597, you are encouraged to apply/reapply to be on this list. There are additional elements required.**

**Contact: Annie Southgate**

**Address: Floor 3 County Hall, Martineau Lane, Norwich NR1 2DH**

**Reference:** **NCCQ41774**

**Contract commencement date**: **Spring 2019**

**Issue date: December 2018**

**Closing date: 10am 25th January 2019**

# Background Information

* Norfolk County Council wishes to procure off site student programmes.
* Our exact requirements are covered under 5 lots.
* At this stage we are inviting Providers to apply to be included on a list of pre-approved providers.
* Depending on the price and capacity you can offer, we will offer contracts with individual providers as required. **There is no guarantee of any work or contracts being placed with you even if you are selected to join the preferred list.**
* The total budget for this project is £150,000.
* You may apply for as many as you wish. We do not intend to appoint any more than 6 providers per each lot.
  1. Introduction

**Norwich Opportunity Area**

Young people in Norwich from disadvantaged backgrounds are less likely than their peers elsewhere in England to leave school with a good level of attainment, go on to study for a level 3 qualification (such as A levels), continue with education or employment from age nineteen, or go to university.

Norwich has been identified as an Opportunity Area by the Department for education to address this problem. This activity is part of the [delivery plan](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/658582/Social_Mobility_Delivery_Plan_Norwich_v6__FINAL_.pdf).

**Norwich Opportunity Area Priorities**

Norwich Opportunity Area has identified four priorities to improve social mobility. This activity sits within priority 3:

**Priority 3: Support children at risk of exclusion from school**

3.2: In order to ensure that no child is excluded unnecessarily, we will work with headteachers, alternative provision providers and the local authority to review approaches to behaviour support, managed moves and temporary alternative provision placements for children at risk of exclusion.

3.5: We will target new interventions at those children most at risk of exclusion from school. As well as working with schools and the local authority we will seek to work with partners in the voluntary sector and the health sector.

# Statement of Requirement

* 1. Background to this priority

Rates of exclusion are high in Norwich, leading to high numbers of pupils either being educated in alternative provision, or not being in school at all. There is limited understanding of precisely why exclusions are so high relative to the rest of England, however we know that most exclusions are for persistent disruptive behaviour.

A “Norwich Inclusion Charter” has been developed in consultation with schools, local partners and the local authority. The Charter represents a shared commitment to collaborate to reduce exclusion in the city and will be supported by a range of interventions funded by the Opportunity Area.

Off-site provision for students is one of these interventions, to support young people to manage their behaviour and re-engage with education

Invitations are welcomed from local organisations working as a consortium to deliver this project together. You should include in your application your plans for collaborative delivery of the project.

You can read the Inclusion Charter [here](https://norwichopportunityarea.files.wordpress.com/2018/11/norwich-evidence-based-practice-fund-list-of-approved-bids.docx).

* 1. Outputs

We are looking for a range of placement opportunities for children from key stage 1 to 4 to access offsite provision at providers in the Norwich area, designed to help children develop resilience, identify triggers for poor behaviour, develop strategies to make good choices, and improve self-esteem through a range of activities and skills.

The purpose of these activities is to support children and young people who find the school environment challenging, enabling them to reintegrate more effectively at the end of the provision. It is anticipated that a young person would attend no more than two blocks of provision.

School inclusion champions meet regularly, and there will be regular opportunities for providers to work closely with them at panels to identify appropriate the best provision for their children and young people.

This provision will be funded from Spring term 2019 to Summer term 2020.

Successful providers will be expected to provide termly reports to the Opportunity Area in accordance with the agreed monitoring framework. The project manager will meet with successful providers at the start of the contract to set up the reporting agreement.

Providers will also be expected to maintain close contact with schools, regularly reporting on attendance and progress during the intervention.

There are 5 lots. You may apply for as many lots as you wish.

**Lot 1: Places for Key Stage 1 children with challenging behaviour/some fixed term exclusion or at risk of exclusion on a programme focused on developing emotional intelligence, managing behaviour and making good choices**

**Mode of delivery:**

* A diagnostic visit to child in school, to identify needs and explain to the child the purpose of the intervention
* 6 weeks x 1 full day, delivered off site, and with the opportunity for the child’s teacher/s to visit and discuss the providers approach, and how learning in provision can be transferred to the school environment
* A follow up visit following the intervention to work with the child and teacher to support them both in sustaining behaviour change

Providers may offer one full group, stating number of places available and whether provision would be for a fixed period, defining start and end dates; or may offer places for child/children to join existing groups on an as and when basis. In each case provider should identify appropriate costs.

**Lot 2: Places for Key Stage 2 children with challenging behaviour/some fixed term exclusion or at risk of exclusion on a programme focused on developing emotional intelligence, managing behaviour and making good choices**

**Mode of delivery:**

* A diagnostic visit to child in school, to identify needs and explain to the child the purpose of the intervention
* 6 weeks x 1 full day, delivered off site, and with the opportunity for the child’s teacher/s to visit and discuss the providers approach, and how learning in provision can be transferred to the school environment
* A follow up visit following the intervention to work with the child and teacher to support them both in sustaining behaviour change

Providers may offer one full group, stating number of places available and whether provision would be for a fixed period, defining start and end dates; or may offer places for child/children to join existing groups on an as and when basis. In each case provider should identify appropriate costs.

**Lot 3: 12 - 15 places for Key Stage 3 children with challenging behaviour/some fixed term exclusion or at risk of exclusion on a programme focused on developing emotional intelligence, managing behaviour and making good choices**

**Mode of delivery:**

* A diagnostic visit to child in school, to identify needs and explain to the child the purpose of the intervention
* 6 weeks x 1 full day, delivered off site, and with the opportunity for the child’s teacher/s to visit and discuss the providers approach, and how learning in provision can be transferred to the school environment
* A follow up visit following the intervention to work with the child and teacher to support them both in sustaining behaviour change

Providers may offer one full group, stating number of places available and whether provision would be for a fixed period, defining start and end dates; or may offer places for child/children to join existing groups on an as and when basis. In each case provider should identify appropriate costs.

**Lot 4: 12 - 15 places for Key Stage 4 children with challenging behaviour/some fixed term exclusion or at risk of exclusion on a programme focused on developing emotional intelligence, managing behaviour and making good choices**

**Mode of delivery:**

* A diagnostic visit to young person in school, to identify needs and explain to them the purpose of the intervention
* 6 weeks x 1 full day, delivered off site, and with the opportunity for the young person’s teacher/s to visit and discuss the providers approach, and how learning in provision can be transferred to the school environment
* A follow up visit following the intervention to work with the young person and teacher to support them both in sustaining behaviour change

Providers may offer one full group, stating number of places available and whether provision would be for a fixed period, defining start and end dates; or may offer places for child/children to join existing groups on an as and when basis. In each case provider should identify appropriate costs.

**Lot 5: 12 - 15 places for Key Stage 4 children with challenging behaviour/some fixed term exclusion or at risk of exclusion on a programme focused on experiencing a range of practical/creative activities to support re-engagement with education and focus on identifying own skills and strengths and future career interests**

**Mode of delivery:**

* A diagnostic visit to young person in school, to identify needs and explain to them the purpose of the intervention
* 6 weeks x 1 full day, delivered off site, and with the opportunity for the young person’s teacher/s to visit and discuss the providers approach, and how learning in provision can be transferred to the school environment
* A follow up visit following the intervention to work with the young person and teacher to support them both in sustaining behaviour change

Providers may offer one full group, stating number of places available and whether provision would be for a fixed period, defining start and end dates; or may offer places for child/children to join existing groups on an as and when basis. In each case provider should identify appropriate costs

* 1. Intended Outcomes

**Pupils demonstrate:**

* Increased self-esteem and confidence
* Improved engagement in class
* Improved attendance in school
* Improved relationships with peers and school staff
* Increased resilience in stressful situations

Applicants are invited to suggest further positive short-term outcomes of their programme that will support children identified as at risk of exclusion. You may wish to include this information in a separate document appended to your application. This will not be scored.

**School staff:**

* Report increased confidence in supporting young person back in the school setting

**Helping to deliver:**

* Fewer behaviour incidents
* Reduced numbers of fixed and permanent exclusions
  1. Additional Information

If you would like further information before applying please contact:

Jan Cockburn, Norwich Opportunity Area Programme Manager

Jan Cockburn, Norwich Opportunity Area Inclusion Charter Manager

janet.cockburn@norfolk.gov.uk

Tel. 01603 307768 M:   07452 940810

Information on the Norwich Opportunity Area project can be found [here](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/650415/Social_Mobility_Delivery_Plan_Norwich.pdf)

Norwich Research School has produced a summary of research and evidence on reducing school exclusion which is available on request.

Applicants should demonstrate an evidence led approach, which should be suitably referenced in the application.

The EEF provides some guidance on good practice [here](https://educationendowmentfoundation.org.uk/evidence-summaries/teaching-learning-toolkit/behaviour-interventions/#costs) and [here](https://educationendowmentfoundation.org.uk/school-themes/character/)

Another useful report is: <http://www.barnardos.org.uk/not_present_and_not_correct.pdf>

* 1. Total Contract Value

There is a budget to provide this service in total of £150,000

We are asking you to provide 2 prices (see section 7)

One price for an individual child and another price for a group of children

* 1. Experience and Expertise

**Expertise:**

* Supporting children demonstrating a range of behaviour issues
* Evidence of successful work in schools re-engaging children at the relevant key stage

**Experience:**

* Working with children and young people at risk of disengagement/exclusion
* Working in partnership with schools to support and sustain positive behaviour change
* Delivering high quality and high impact programmes

**Further credentials**:

* All staff trained in safeguarding within last twelve months (if providers cannot meet this requirement training will be provided through the NOA).
* All delivery staff to have enhanced DBS
* An appropriate off site environment appropriate to the key stage

**Applications are welcomed from local organisations working as a consortium to deliver this project together. You should include in your bid your plans for collaborative delivery of the project.**

Applicants should demonstrate an evidence led approach, which should be suitably referenced in the application.

The EEF provides some guidance on good practice [here](https://educationendowmentfoundation.org.uk/evidence-summaries/teaching-learning-toolkit/behaviour-interventions/#costs) and [here](https://educationendowmentfoundation.org.uk/school-themes/character/)

Applications are welcomed from local organisations working as a consortium to deliver this project together. You should include in your application your plans for collaborative delivery of the project.

* 1. Fees and payment

The total budget assigned to this project is £150,000.00. There is no guarantee of work for those who are selected to join the preferred list.

In making a decision as to whether to place with a given provider, a school will look at a supplier’s fees and also capacity.

# Application Management

Proposals are requested for a Supplier to deliver Off-site student programme (Norwich Inclusion Charter). This contract will be awarded under the Terms and Conditions of Contract appended to this Application. Suppliers will need to describe how they will deliver the services to meet all the above outcomes and requirements in the Supplier Questions.

Please complete

* Section 5 - Supplier Information
* Section 6 - Supplier Questions
* Section 7 - Pricing Schedule

Receipt of the application

* your response must be received no later than 10am UK time on 25 January 2019
* Your response must be submitted [as](file:///\\Norfolk.gov.uk\nccdfs1\QCS-CorpFin\Tends-Conts\NCCQ41774%20-%20NEW%20off-site\as) correspondence to [sourcingteam@norfolk.gov.uk](mailto:sourcingteam@norfolk.gov.uk) quoting NCCQ41774 – NEW off site provision in the subject header.
* The Council will not consider any late responses to this application nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, in its own absolute discretion extend the time or date fixed for submission and in such circumstances the Council will notify all Suppliers of any change.
* The Council may at its sole discretion change any aspect of, or stop this procurement exercise at any point and if it stops the exercise not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.
  1. Clarifications

Please use sourcingteam@norfolk.gov.uk for submitting correspondence and clarification questions. Responses to questions will be issued to all those who indicate they are interested in bidding by returning form A, so ensure your details are kept up-to-date.

* 1. Format and content of response

1. Submissions must not be password protected
2. Suppliers are to answer all questions.
3. Suppliers’ responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.3 times the type size.
4. Suppliers should not assume that the evaluators have any prior knowledge of their organisation, its capabilities or the solutions it offers.
5. Suppliers are reminded that their proposal should respond specifically to the Council’s requirements. Generic responses which do not take account of the Council’s requirements and circumstances are unlikely to achieve good marks.
   1. Selection process

Scoring method for quality

1. The score for each question will be divided by the maximum possible score of five (5) and then multiplied by the individual weighting for that question to give a weighted score.
2. Suppliers must achieve a minimum quality threshold of 40 out of the 100 marks available for quality or the application will be rejected.
3. Suppliers will be scored on their responses to the Supplier Questions in Section 6 in relation to the requirements of the specification. Each question is separately weighted.
4. We intend to appoint no more than 6 applicants for each lot. However, if there is tie for 6th place we will appoint all those who came 6th for each lot.
5. The top scoring applicants for each lot will be appointed to the preferred list.

Price

1. There will be no evaluation of price at this stage. However, bidders are required to fill in the pricing table at section 7 and submit with their application. These will be the maximum prices that a you are able to charge the council are will be contractually binding. Under this preferred list the Council will be allowed to directly award to one provider without competing the requirement and price will be a component when evaluating whether to directly award to one supplier.
2. All questions will be scored using the following descriptors.

|  |  |
| --- | --- |
| **Descriptors for the allocation of quality scores** | **Mark awarded** |
| Applicant fails to provide a response or Applicant provides a response of such a poor standard as to provide no confidence that the Applicant meets the requirements. **If any question receives a score of ‘0’, the entire submission will be rejected.** | 0 |
| Applicant provides a response of such a poor standard as to provide little confidence that the Applicant meets the requirements. The response shows many or all the issues listed at mark 2. | 1 |
| A response with some clear strengths but giving some concern, because some of the following apply:   * The question is only answered in part; and/ or * The approach described appears to only partially meet the requirement; and/ or * The approach described appears not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, outcome, ease of use or other relevant characteristics; and/or * The approach does not reflect accepted good practice; and/or * The response is not specific enough; and/ or * The supporting documents (where requested) are of insufficient quality, depth or relevance. | 2 |
| An acceptable response, with some degree of weakness but where the weakness does not cause fundamental concerns and is outweighed by the strengths. | 3 |
| A good response where the strengths clearly outweigh any minor weakness(es), and the majority of aspects below apply:   * All aspects of the question are fully answered * The approach described fully meets the requirement * The approach reflects accepted good practice * The response is specifically tailored to the requirements and, where relevant, to the Council’s specific circumstances * The approach offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; and * The supporting documents (where requested) are of good quality, relevant and of sufficient depth. | 4 |
| An excellent response with all relevant bullet points from a mark of 4 applying. | 5 |

# Procurement Timetable

The procurement timetable, outlined below, is for information and potentially subject to change. The council reserves the right to amend any aspect of the timetable during the procurement and evaluation process.

|  |  |  |
| --- | --- | --- |
|  | Application issued | December 2018 |
|  | Deadline for clarifications | 10am 21st January 2019 |
|  | Deadline for responses | 10am 25th January 2019 |
|  | Applicants informed of outcome and call-offs from the list can commence | 29th January 2019 |
|  | Project completed by | August 2020 |

# Supplier Information

**Suppliers are to edit the header of this form to insert their name at the top of every page. Please return this page completed to** [**sourcingteam@norfolk.gov.uk**](mailto:sourcingteam@norfolk.gov.uk)**, so we can share clarification questions and responses with you. Please put NCCQ41774 – Supplier Information in the subject heading.**

**Suppliers are to complete this Form and return it as the front cover of their submission. Part 1 is information relevant to the procurement. Part 2 is information relevant to contract management if you were to be successful and is non-mandatory.**

Part 1

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of person or organisation bidding | | |  | | | | | | |
| Trading as… | | |  | | | | | | |
| Are you bidding as a consortium | | | **Answer ‘yes or no’** | | | | | | |
| If yes, who is the lead Supplier | | |  | | | | | | |
| *Person managing bid* | | | *Director/partner/trustee overseeing bid* | | | | | | |
| Mr/Mrs/Ms/Other | | | Mr/Mrs/Ms/Other | | | | | | |
| Name |  | | Name |  | | | | | |
| Address |  | | Address |  | | | | | |
|  |  | |  |  | | | | | |
|  |  | |  |  | | | | | |
| Post Code |  | | Post Code |  | | | | | |
| Country |  | | Country |  | | | | | |
| Phone |  | | Phone |  | | | | | |
| Mobile |  | | Mobile |  | | | | | |
| Email |  | | Email |  | | | | | |
| *Registered office address* | | | *Supplier’s registration numbers, as applicable* | | | | | | |
|  | | | Company registration no. | | | | |  | |
|  | | | Charity registration no. | | | | |  | |
|  | | | VAT registration no. | | | | |  | |
|  | | | Other registration no. | | | | |  | |
| Postcode |  | | *Type of organisation (select one box only)* | | | | | | |
| Country |  | | Sole Trader | |  | | Private Co. Limited by Guarantee | |  |
| *Group structure (as applicable)* | | |  | |  | |  | |  |
| Name of immediate parent organisation | |  | Partnership (Unincorporated) | |  | | Private Company | |  |
| Name of ultimate UK holding company | |  | Limited Liability Partnership (‘LLP’) | |  | | Public Limited Company | |  |
| Company regn. no. of ultimate UK holding co. | |  | Public sector | |  | | Industrial or Provident society | |  |
| Name of ultimate parent organisation | |  | Other (please write in) | | |  | | | |
|  | |  | Are you a SME? (Y/N) | | |  | | | |

**If bidding as a consortium please complete a copy of this form for each organisation bidding.**

Part 2

|  |  |  |  |
| --- | --- | --- | --- |
| *Who will manage the contract* | | *Email addresses and phone numbers of relevant contacts, as applicable* | |
| Mr/Mrs/Ms/Other | |
| Name |  | For invoice and payment queries |  |
| Address |  |
| Postcode | For out of hours contact in an emergency |  |
| Country |  |
| Phone |  |
| Mobile |  |
| Email |  |

**If you are not an existing NCC supplier please complete the BACS form below.**

|  |  |
| --- | --- |
| Bank Details | |
| Account Type |  |
| Name of Bank |  |
| Address of Bank |  |
| Sort Code |  |
| Account Number |  |
| Building Society Roll Number |  |
| Name the account is held in |  |
| Pay Method | |
| NB: Norfolk County Council’s preferred method of payment is by BACS and preferred remittance delivery is by email. | |
| Pay Method |  |

**Part 3. Please indicate which lots you are applying for**

|  |  |
| --- | --- |
| **Lot No** | **Yes or No** |
| **1** |  |
| **2** |  |
| **3** |  |
| **4** |  |
| **5** |  |

# Supplier Questions (100%)

* **Suppliers are to edit the header of this section to insert their name at the top of every page.**
* **Suppliers are to answer all questions and are to reproduce this form retaining the questions and numbering, and return it as part of their application.**
* **Suppliers should not assume that the evaluators have any prior knowledge of the bidding organisation, its capabilities or the solutions it offers.**
* **Suppliers’ responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.3 times the type size.**
* **Suppliers must achieve a minimum quality threshold of 40 out of the 100 marks available for quality or the application will be rejected.**

These questions are generic and you need to respond **once**, regardless of how many lots you are applying for. The score you achieve will be applied to all lots you bid for.

|  |
| --- |
| 1. **Expertise and experience (**50%)   Please provide details of your experience and expertise :-   * + - 1. Evidence of your expertise and experience as stated in section 2.6 above, including appropriate safeguarding information, policies and procedures and accreditation to deliver programmes to young people on your site     (guide of 1000 words) |
| Please type your response here |
| 1. **Your approach to this project.** (50%)   Please detail your approach to this project, including:   * 1. Staffing   2. course content   3. delivery approach   4. how you will work with school staff before and after the intervention   5. planned liaison with school staff to report on progress during the intervention   6. Transportation of pupils to site - providers should indicate where they are able to provide transport arrangements for students, and if so the price offered should include transport   7. venue and resources   8. a description of any potential conflicts of interest and how you will deal with them   (guide of 1000 words) |
| Please type your response here |

# Price

* **Insert your organisation’s name in the header**
* **Prices must be in £ sterling and exclusive of VAT**
* **Please ensure the prices you submit are all inclusive including your time, fees and expenses required to meet the outcomes**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Lot | Price per individual placements | Price per group | Start date | End date | How many children in the group | Location |
| 1 | £ | £ |  |  |  |  |
| 2 | £ | £ |  |  |  |  |
| 3 | £ | £ |  |  |  |  |
| 4 | £ | £ |  |  |  |  |
| 5 | £ | £ |  |  |  |  |

This will not be evaluated and is for information only.

# Important Legal Notice

1. Any person who participates in this procurement exercise shall be deemed to accept the conditions set out below and the terms and conditions of contract appended to this document. These conditions constitute the entire agreement between the parties concerning the conduct of the exercise.
2. Norfolk County Council (“the Council”) does not make any binding commitment to actual or potential suppliers (“Suppliers”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this Important Legal Notice. No other obligation on the Council shall be implied into any contract which may arise between the Council and any Applicant governing the conduct of this exercise.
3. Suppliers shall not, in connection with this procurement exercise, place any reliance upon any communication from the Council (including without limitation any notice published by the Council and any information published on any web site) unless it specifically states that it concerns this procurement exercise and bears the reference number stated on the front page of this document. Suppliers shall not place any reliance on any communication which is not in writing.
4. Information supplied by the Council is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of proposals. It does not purport to contain all of the information which Suppliers may require and Suppliers must satisfy themselves by their own investigations about the accuracy of such information. While the Council has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this Invitation are true and accurate in all material respects, the Council does not make any representation or warranty as to the accuracy or completeness of this Invitation, or the reasonableness of any assumptions on which this document may be based. The Council accepts no liability to Suppliers however arising and whether resulting from the use of the information provided, or any omissions from or deficiencies in the information. As such, the Council cannot accept responsibility for any inaccurate information obtained by Suppliers.
5. Any notice from any person in connection with this procurement exercise shall be sent to through in-tend to the contact person listed on the first page in accordance with the relevant timescales.
6. In inviting potential Suppliers to participate, the Council is not making an offer to enter into any contract for the supply of goods, services or works and does not bind itself to accept any offer it receives.
7. The Council reserves the right at its sole discretion to change any aspect of, or to discontinue this procurement exercise at any point and if it does discontinue the exercise need not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.
8. The Council will not under any circumstances be liable to pay Suppliers for any costs incurred as a result of their participating in this procurement exercise.
9. The Council may exclude from consideration any proposal which is not submitted in full compliance with the conditions and/or instructions contained within this Invitation and shall be under no obligation to consider any extenuating circumstance which may have arisen. The Council’s decision as to whether any response submitted complies with the instructions shall be final.
10. Suppliers may notify the Council of information they wish, acting reasonably, to designate as confidential and the reasons why. Suppliers shall not apply any blanket designation of confidentiality to their entire application and the Council will not pay any regard to any such designation.
11. The Council is subject to laws concerning access to information including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Audit Commission Act 1998 and may - notwithstanding any claim made by any Supplier that any information is provided in confidence or is confidential in nature – release any information provided to it in accordance with the law, subject to the Council’s discretion concerning any applicable exemption or the application of any public interest test. It is important to note that information may be commercially sensitive for a time, for example, during an application process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Suppliers should note that no information is likely to be regarded as exempt forever.
12. The contents of this Application together with all other information, materials, specifications or other documents provided pursuant or in the course of this procurement process as a whole, or prepared by the Suppliers specifically for such purposes, shall be treated at all times as confidential by the Suppliers. Suppliers shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Suppliers´ company or group or use them for any purpose other than for the preparation and submission of a response to this Invitation or other requirement of the procurement process, nor shall Suppliers publicise the Council’s name or the Application without the prior written consent of the Council.
13. The Suppliers shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.
14. Suppliers must seek the approval of the Council before providing to third parties any information provided in confidence by the Council or its professional advisers or consultants and must maintain a register of all employees and third parties who have access to such information. If so requested by the Council, Suppliers must make such a register available for immediate inspection by the Council or its duly authorised representatives.
15. Any working documents produced by the Council in the course of evaluation shall remain confidential to and the property of the Council and need not be retained by the Council. For the avoidance of doubt, the Council’s only obligation to Suppliers concerning debriefing shall be to provide the Suppliers with a written statement, as approved by the chair of the evaluation panel.
16. Suppliers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to this Invitation to Quote.
17. Suppliers should not, in connection with the proposed contract:
    1. offer any inducement, fee or reward to any officer or member of the Council or of the commissioning organisations;
    2. do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or Bribery Act 2010; or
    3. canvass any of the persons referred to in a) in connection with the response about any aspect of the proposed contract or for soliciting information in connection therewith.
18. If any Supplier or any employee of any Supplier or any third party acting on behalf of any Supplier commits an act detailed in clauses 16 to 17 inclusive or offers, promises or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other Supplier in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, the Council may:
    1. immediately exclude that Supplier’s offer from consideration;
    2. exclude that Supplier from future procurement exercises;
    3. terminate any contract entered into with that Supplier; and
    4. recover from that Supplier the reasonable costs of re-running this procurement exercise and any consequential losses (including loss of anticipated savings) which result from any delay in letting a contract.
19. If any person approaches any Supplier seeking any bribe or making any offer to collude in respect of this procurement exercise, that Supplier is to contact the Council’s Head of Law immediately.
20. All intellectual property rights in this Application and all materials provided by the Council or its professional advisers, consultants or information provided in connection with this further competition are and shall remain the property of the Council and/or its professional advisers, consultants and/or information providers. The information they contain shall be used only for the purpose of preparing a proposal and delivering any resulting contract.
21. All responses and submissions provided by any Supplier will form part of the contract should the Supplier be successful.
22. Any qualifications made by Suppliers in regard to the Application or documentation produced will not be accepted by the Council and the right is reserved to exclude any proposals with qualifications attached.
23. The Council will not accept any variation to the terms of this legal notice and in the event that any Supplier submits any response which seeks to vary the above conditions such purported variation shall be void, even if the Council considers the proposal.
24. In the absence of a formal document signed by the Council and the successful Supplier, and for as long as such absence persists, then the acceptance by or on behalf of the Council of the Supplier’s written response shall itself constitute a binding agreement between the parties, the terms of which unless amended by agreement between the parties shall be the conditions of contract sent out with the and the prices and operational proposals set out by the Supplier in their response.

# Supplier's Declaration

* **Suppliers are to print this declaration on plain white A4 paper, sign and date it with an original signature, scan and upload it as the final part of their submission.**
* **Suppliers are to edit the header of this section to insert their organisation’s name at the top of every page of the forms.**

Checklist

Check each issue below and tick each box.

|  |  |
| --- | --- |
| We have completed the following forms: |  |
| * Supplier Information |  |
| * Supplier Questions |  |
| * Price Schedule |  |
| * This declaration, **printed then signed with an original signature, then scanned and uploaded as a .pdf** |  |

|  |  |
| --- | --- |
| **We have:** |  |
| Amended the header on each form to insert our organisation’s name. |  |
| Made arrangements for the quote to be uploaded and submitted on time, with adequate contingency for ICT failures, power outages etc. |  |
| **We have not:** |  |
| Used a smaller typeface or line spacing than that permitted. |  |
| Annexed any document not specifically requested. |  |

Declaration

|  |  |  |  |
| --- | --- | --- | --- |
| We agree to the conditions specified in the ‘Important Legal Notice’ at in this Invitation to Quote.  We warrant, represent and undertake to the Council that:   1. neither we nor any employee or third party acting on our behalf has offered, promised or given any bribe or inducement or made any improper threat or colluded (or offered or agreed to collude) with any other person in connection with this procurement exercise 2. we have complied in all respects with this Invitation to Quote 3. all information, representations and other matters of fact contained in our quote are true, complete and accurate in all respects 4. we have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Quote and have not submitted this Application response and will not have entered into the contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council 5. we have satisfied ourselves as to the correctness and sufficiency of the information we have inserted in the quote. 6. we have full power and authority to enter into the contract and provide the services 7. we are of sound financial standing and will have sufficient premises, working capital, skilled staff, and other resources available to us to provide the services in accordance with the contract 8. we have obtained or are able to obtain all necessary consents, licences and permissions to enable us to provide the services.   We hereby offer to provide the services in accordance with the contract attached as the annexure to this Application which includes for the avoidance of doubt any documents specified in the contract as forming part of the contract including (but not limited to) the prices and operational proposals set out in this quote, the terms and conditions of contract, the Specification and any written clarifications issued or received by the Council prior to the written acceptance of the Council of this quote. We agree that the Council’s acceptance of this quote shall form a binding contract between us on the above terms. | | | |
| Name of bidding Organisation |  | Signature of authorised officer |  |
| Date |  | Position of authorised officer |  |
|  |  | Name of authorised officer |  |
| Name of bidding Organisation |  | Signature of authorised officer |  |
| Date |  | Position of authorised officer |  |
|  |  | Name of authorised officer |  |

|  |  |
| --- | --- |
| *This block will be signed on behalf of Norfolk County Council in the event that your application is accepted.* | |
| We, Norfolk County Council, hereby accept your offer for Off-site student programme (Norwich Inclusion Charter) and a binding contract now exists between us and you on the above terms.  (To be completed by NCC when the results of the evaluation are known.) | |
| Name of authorised officer |  |
| Position |  |
| Signature |  |
| Name of authorised officer |  |
| Position |  |
| Signature |  |
| Date |  |