

UK-Stafford: education and training services

2010/S 31-044936

CONTRACT NOTICE

Services

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT(S):

Staffordshire County Council, Staffordshire Procurement, Wedgwood Building, Tipping Street, Attn: Sarah Lynn, Stafford ST16 2DH , UNITED KINGDOM. Tel. +44 1785854645. E-mail: sarah.lynn@staffordshire.gov.uk. Fax +44 1785854660.

Internet address(es):

General address of the contracting authority: www.staffordshire.gov.uk/purchasing.

Further information can be obtained at: As in above-mentioned contact point(s).

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at: As in above-mentioned contact point(s).

Tenders or requests to participate must be sent to: As in above-mentioned contact point(s).

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES:

Regional or local authority.

General public services.

The contracting authority is purchasing on behalf of other contracting authorities: no.

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority:

Management of violence and aggression training.

II.1.2) Type of contract and location of works, place of delivery or of performance:

Services.

Service category: No 24.

Main place of performance: Staffordshire.

NUTS code: UKG24.

II.1.3) The notice involves:

The establishment of a framework agreement.

II.1.4) Information on framework agreement:

Framework agreement with a single operator.

Duration of the framework agreement: Duration in year(s): 4.

Estimated total value of purchases for the entire duration of the framework agreement:

Estimated value excluding VAT:

Range: between 320 000 and 350 000 GBP.

II.1.5) Short description of the contract or purchase(s):

Provision of training for the management of violence and aggression. The training will consist of level 1 level 2 and level 3 with refresher training to take place for each level.

II.1.6) **Common procurement vocabulary (CPV):**

80000000, 80500000, 80550000, 80532000.

II.1.7) **Contract covered by the Government Procurement Agreement (GPA):**

Yes.

II.1.8) **Division into lots:**

No.

II.1.9) **Variants will be accepted:**

No.

II.2) **QUANTITY OR SCOPE OF THE CONTRACT**

II.2.1) **Total quantity or scope:**

This contract will be for the provision of training services for the management of violence and aggression.

The contract will be to provide:

Level 1 - Employees working within Adult Services who require knowledge on managing behaviours that challenge the service provided within residential, day care- community care workers, social workers / assessors. and community services employees.

Level 1 - refresher to be completed every 3 years.

Level 2 - Employees working within Adult Services who may require basic physical intervention techniques, this could include residential, day care and community care workers.

Level 2 - refresher to be completed every year.

Level 3 - Employees in Adult Services who may require knowledge and techniques in restrictive physical intervention and strategies for managing severe challenging behaviour this could include residential, day care and community care workers.

Level 3 - refresher to be completed every year.

The contract will be for an initial period of 2 years with the option to extend for a further 2 x 12 months.

Estimated value excluding VAT:

Range: between 320 000 and 350 000 GBP.

II.2.2) **Options:**

Yes.

Description of these options: The initial period is 1.7.2010 to 30.6.2012 (with 2 x 12 month options to extend - therefore options maybe taken up for the period 1.7.2012 to 30.6.2013 and 1.7.2013 to 30.6.2014). The options will be exercised at the discretion of the County Council.

Provisional timetable for recourse to these options: in months: 18 (from the award of the contract).

Number of possible renewals: 2.

II.3) **DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION:**

Starting: 1.7.2010. Completion: 30.6.2012.

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) **CONDITIONS RELATING TO THE CONTRACT**

III.1.1) **Deposits and guarantees required:**

III.1.2) **Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them:**

Payments may be made following acceptance by the banking agents of the County Council.

III.1.3) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded:**

No special legal form is required by the grouping of providers but each provider will be required to become jointly or severally responsible for the contract before acceptance.

III.1.4) **Other particular conditions to which the performance of the contract is subject:**

No.

III.2) **CONDITIONS FOR PARTICIPATION**

III.2.1) **Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:**

Information and formalities necessary for evaluating if requirements are met: Any tender may be rejected from a company/organisation who inter alia:

- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- (c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
- (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information;
- (h) has been the subject of a conviction for participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
- (i) has been the subject of a conviction for corruption, as defined in Article 3 of the Council Act of 26.5.1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
- (j) has been the subject of a conviction for fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (k) has been the subject of a conviction for money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10.6.1991 on prevention of the use of the financial system for the purpose of money laundering.

Please refer to Regulation no 23 of the Public Procurement Regulations 2006 (SI No 5) for additional rejection criteria (see link).

<http://www.opsi.gov.uk/si/si2006/20060005.htm>.

III.2.2) **Economic and financial capacity:**

Information and formalities necessary for evaluating if requirements are met: Financial checks will be undertaken for economic operators using the Councils current financial assessors n2check (www.n2check.com). Economic operators will be assessed according to the level of risk stipulated by n2checkEconomic . Any Economic Operator being given an above average (or worse) risk rating may be disqualified.

Minimum level(s) of standards possibly required: The organisation should hold as a minimum the following insurance levels or be able to provide with their response, a written statement advising that should they be awarded the contract they will have the required levels of insurance in place for the commencement of the contract.

Public Liability 5 000 000 GBP.
Employers Liability 10 000 000 GBP.

III.2.3) **Technical capacity:**

III.2.4) **Reserved contracts:**

No.

III.3) **CONDITIONS SPECIFIC TO SERVICES CONTRACTS**

III.3.1) **Execution of the service is reserved to a particular profession:**

No.

III.3.2) **Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service:**

No.

SECTION IV: PROCEDURE

IV.1) **TYPE OF PROCEDURE**

IV.1.1) **Type of procedure:**

Restricted.

IV.1.2) **Limitations on the number of operators who will be invited to tender or to participate:**

Envisaged minimum number: 3. Maximum number: 6

Objective criteria for choosing the limited number of candidates: Experience - 20 %.

Accreditation - 20 %.

Qualifications - 15 %.

Capability to perform - 45 %.

IV.1.3) **Reduction of the number of operators during the negotiation or dialogue:**

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated no.

IV.2) **AWARD CRITERIA**

IV.2.1) **Award criteria:**

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document.

IV.2.2) **An electronic auction will be used:**

No.

IV.3) **ADMINISTRATIVE INFORMATION**

IV.3.1) **File reference number attributed by the contracting authority:**

PC285.

IV.3.2) **Previous publication(s) concerning the same contract:**

No.

IV.3.3) **Conditions for obtaining specifications and additional documents or descriptive document:**

Time limit for receipt of requests for documents or for accessing documents: 12.3.2010 - 15:00.

Payable documents: no.

IV.3.4) **Time-limit for receipt of tenders or requests to participate:**

16.3.2010 - 15:00.

IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates:**

IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up:**

English.

IV.3.7) **Minimum time frame during which the tenderer must maintain the tender:**

IV.3.8) **Conditions for opening tenders:**

Date: 16.3.2010.

Place: SCC Offices.

Persons authorised to be present at the opening of tenders: yes.

Attendance is limited to members of the Authority's staff.

SECTION VI: COMPLEMENTARY INFORMATION

VI.1) **THIS IS A RECURRENT PROCUREMENT:**

VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS:**

No.

VI.3) **ADDITIONAL INFORMATION:**

VI.4) **PROCEDURES FOR APPEAL**

VI.4.1) **Body responsible for appeal procedures:**

Body responsible for mediation procedures:

VI.4.2) **Lodging of appeals:**

Precise information on deadline(s) for lodging appeals: The Contracting Authority will incorporate a minimum 10 calendar day standstill period (or 15 days where non-electronic or fax methods are used) at the point that an award decision notice is communicated to tenderers. The award decision notice will specify the criteria for the award of the contract/framework agreement, the reasons for the decision, including the characteristics and relative advantages, the name and score of the successful tender; and will specify when the standstill period is expected to end or the date before which the contracting authority will not conclude the contract/framework agreement. If an appeal regarding the award of a contract/framework agreement has not been successfully resolved, the Public Contracts (Amendment) Regulations 2009 provide for aggrieved parties who have been harmed or are at risk of a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within 3 months). The Court may order the setting aside of the award decision or may order the Contracting Authority to amend any document and may award damages. If a framework agreement has been entered into the Court may make a declaration of ineffectiveness or may order that the duration of any relevant specific contract be shortened and additionally may award damages. The time limit for seeking such a declaration is generally 30 days from notification of the award (either by award decision notification or contract award notice depending upon the circumstances) or otherwise 6 months.

VI.4.3) **Service from which information about the lodging of appeals may be obtained:**

VI.5) **DATE OF DISPATCH OF THIS NOTICE:**

11.2.2010.