

**SPECIAL TENDERING SPECIFICATION FOR THE PROVISION OF
EDUCATIONAL SERVICES AND VOCATIONAL REHABILITATION SERVICES
AND GENERAL ANCILLARY SERVICES FOR RESIDENTS OF THE
EDUCATIONAL AND EDUCATIONAL REHABILITATION COMMUNITIES IN
VENICE AND MARGHERA**

WHEREAS:

1) the Institution "OPERE RIUNITE BUON PASTORE", Venice, primarily provides residential educational services and educational and rehabilitation services for minors and adults, with particular attention to the needs of women with or without children, and for this reason:

- its main target group is children, young people and teenagers, who are in severe need, or are victims of neglect and abandonment, or even children with severe state of psychological and relational distress who have experienced severe early life trauma and emotional abuse;
- it caters for children and / or young adults with problems of delinquency, also with criminal consequences, creating projects for their placement in communities for remand custody and probation as alternatives to detention, facilitating their reintegration into gainful employment;
- its purpose is the implementation of educational actions aimed to promote the maturation and growth of the minor through the restoration of absent or deficient parenting functions, or, in the case of children suffering from pervasive developmental disorders and other related disorders such as mental retardation, behavioral and emotional disorders with usual onset during childhood and adolescence, pacification and reintegration into society;
- it provides socio-educational and rehabilitation interventions through Educational Communities for children with emergency accommodation, Mother / Child educational communities and educational and rehabilitative Communities with Therapeutic purposes, as required under Regional Law no. 22/2002 and its implementation regulations, and offers residential care and study support to young women; in facilities located in the Municipality of Venice it offers the minors in its care a welcoming environment for growth that is secure, reassuring and attentive to their needs;
- it focuses on the promotion and centrality of moral and religious values, which are the basis of our society, in full respect, however, of the freedom of choice for adolescents who express their objection and adults who have other religious beliefs;
- for its operativeness as well as its scientific and training collaborations, it mainly applies psychoanalysis associated with the theoretical and clinical approach of J.Lacan.

2) Opere Riunate Buon Pastore is an entity governed by a Board of Directors and has its own internal organizational structure, which is responsible for the management and administration of the

communities and the provision of suitable instruments for the evaluation, reception and personalized educational plan for each individual resident.

3) the institution, in compliance with Veneto Regional Law 22/02 and the requirements set out in the resolutions of the Veneto Region No. 84/2007 and No. 242/2012, is licensed to operate the following facilities listed hereinbelow:

Ca' dei Giovani, Educational Community for Minors with emergency accommodation, licensed to operate and fully accredited for 8 residents

Ca' Emiliani Minori - Educational Community for Minors with emergency accommodation, licensed to operate and fully accredited for 8 residents

Ca' dei Bimbi - Educational Community for Minors emergency accommodation, licensed to operate for 8 residents and accreditation pending

Ca' Emiliani - Mother-Child Educational Community, licensed to operate and fully accredited for 5 mothers

Antenna 112, Educational and Rehabilitation Community- licensed to operate for 12 residents and accreditation pending

Antennina, Educational and Rehabilitation Community- licensed to operate for 9 residents and accreditation pending

4) the Institution relies on an Adviser and Coordinator for the psycho-therapeutic and educational activities at its facilities.

5) the Institution intends to rely on the following professional figures and job descriptions, numerically present in its teams in compliance with Regional Law 22/2002 and implementing regulations, and actively participating in all the activities necessary for the functioning of its facilities:

OPERATIONAL UNIT COORDINATOR

Provides guidance and technical support for the staff's work, monitoring and documenting the experiences, liaising between the educational, social and health services and fulfilling of the obligations under Law 184 of May 4, 1983, as amended by Law 28 March 2001, no.149.

PROFESSIONAL EDUCATOR

- participates in the definition of individualized educational plans and intervenes with specific responsibilities in its implementation
- performs child-targeted activities by implementing educational projects characterized by intentionality and continuity, so as to promote the child's full development of the potential for personal growth as well as social integration and participation. To achieve these objectives, he/she will work on interpersonal relations, group dynamics, and the environmental context
- performs mentoring functions in school and recreational activities, and in the organization and supervision of the use of leisure time; in any activity he/she must foster and

develop the autonomy of the minors entrusted to his/her care, ensuring their physical well-being and their education and training.

- Reports directly to the Operational Unit Coordinator

PSYCHOLOGIST

- participates in the definition of individualized educational planning and is involved with specific responsibilities in the implementation of the same
- activates actions of psychological support for individuals or groups aimed at residents experiencing distress or personal crisis but not showing relevant symptoms or clinical signs such as to require treatment
- in coordination with the educators' activities, he/she carries out child-targeted activities by implementing educational programs and psychological support characterized by intentionality and continuity, so as to promote the child's full development of the potential for personal growth as well as integration and participation. To achieve these objectives, he/she will work on interpersonal relations, group dynamics, and the environmental context
- performs mentoring functions in daily activities, fostering and developing the autonomy of the minors entrusted to his/her care, with particular focus on the psychological aspects.
- Reports directly to the Operational Unit Coordinator

HEALTH AND WELFARE STAFFER

- He/she holds an OSS (Health And Welfare Worker) certification or equivalent certificate in accordance with Regional Government Decree 3973 of 30.11.2002.
- In agreement with the Operational Unit Coordinator and the educational team, he/she ensures the performance of integrated activities that qualify as assistance and personal care, promoting self-sufficiency and autonomy
- Performs support duties in all aspects of home management and household care and health and hygiene issues
- Chaperones transfers
- Participates in team analysis of resident-targeted actions.
- Reports directly to the Operational Unit Coordinator.

GENERIC STAFFER

- He/she holds a High School Diploma, preferably from a school with a socio- and psycho-pedagogical curriculum.
- In agreement with the Head of Unit and working alongside the educational team, conducts coaching in all aspects of home management and care of the environment and the health and hygiene issues
- Chaperones transfers participates in team analysis of resident-targeted actions.
- Reports directly to the Operational Unit Coordinator.

NURSE

- He/she is the holder of a Degree in Nursing or equivalent qualification and is a registered member of the Nurses Association.
- Fulfills all the organizational, administrative and welfare functions provided for in his/her professional profile (ref. Ministerial Decree 739/94) and Code of Conduct.
- Participates in the Community teams for the assessment of the activities and their results
- Cooperates with other service staff with teamwork spirit and a multi-professional approach.
- Reports directly to the Operational Unit Coordinator and the Clinical Coordinator of the community.

CLINICAL COORDINATOR for Educational and Rehabilitation Communities

- He/she is the holder of a degree in Psychology, a registered member of the professional association of psychotherapists, has proven expertise in the area of this specific target group and mainly applies psychoanalysis associated with the theoretical and clinical approach of J.Lacan;
- He/she is in charge of planning and technical support to the work of the staffers, also in relation to their continuing education, the promotion and evaluation of the quality of Services, the monitoring and documentation of the experiences, experimenting innovative services, liaising between the referring Services and the local Services, and is responsible for the fulfillment of the obligations under the law 184 of 4 May 1983 (as amended by Law 149 of 28 March 2001), in collaboration with families (when possible) and the local Community, in order to promote a culture of acceptance.

SUPERVISOR

He/she is the holder of a university Degree in either psychology, social studies, medicine or education, is a registered member of the professional association of psychotherapists and has proven expertise in the area of this specific target group.

- He/she will ensure the training and organizational support of the educators, the promotion and evaluation of service quality, and foster a culture of service development and research. (Regional Law 22/02)

CLEANER who can run generic errands and perform ancillary services

KITCHEN WORKER

He/she is the holder of a HACCP certificate

In order to lay the foundations for the guidelines governing its selection, with Board resolution no.44 of 22 august 2014, the Institution Opere Riunate Buon Pastore set forth the following

SPECIAL CONTRACT SPECIFICATIONS

Article 1 Subject of the Contract

These specifications are intended to allow the necessary arrangements for the practical implementation and practice of the Services hereunder and the achievement of the purposes of the Opere Riunite Buon Pastore Communities.

The award of the service related to the professional figures and job descriptions referred to in paragraph 5, shall be reached through a tendering procedure performed with competitive comparison among class A Social Cooperatives as defined in Law 381/1991 art. 1 letter a). In addition to the requirements under this law, the Co.operatives must comply with the following requirements, lack of which may be grounds for exclusion:

- registration in the prefectural and regional register of Class A Social Cooperatives cat. since 01/01/2010;
- a declaration of at least three years of documented experience in the educational and rehabilitative services;
- a declaration of implementation of the provisions under Legislative Decree no. 231/2001.

Article 2 Responsibilities of the contracting Institution

The contracting Institution, through its own representative, shall:

- authorize the admission and discharge of the facilities' residents;
- have sole decision-making power over any and all actions and interventions and be entitled to evaluate the achievement of the goals set in the context of individual projects;
- pay the remuneration for the value of the contract, in monthly installments, within 10 days from the date of submission of a formal invoice.

Article 3 Responsibilities of the successful tenderer

The Cooperative shall:

- provide trained personnel in *possession of the qualifications required*, and agrees to bear all social security costs and any other cost deriving from the employment relationship which is to be established between each staff member and the successful tenderer;
- ensure the implementation of services, carrying out the tasks assigned to the Coordinators and Officers of the Community, in compliance with the provisions under Regional Law 22.2 and related legislation in accordance with the following modalities:

Children's educational communities

The presence of at least one staff member for every 4 children present is required whenever the children are on the premises.

If during the day, the children are not present on the premises, as they are engaged in school activities or any other activity outside the community's premises, one staff member must be on duty or on call.

During nighttime, one staff member must be on duty on the premises and another must be on call to ensure prompt intervention in case of emergency.

Mother-child educational community

The presence of at least one staff member for every 3 adult residents is required whenever the residents are on the premises.

If during the day, the residents are not present on the premises, as they are engaged in off-premise activities (school or recreational activities for the children; work and activities provided for in the individual project for mothers), one staff member must be on duty or on call.

During nighttime, one staff member must be on duty on the premises and another must be on call to ensure prompt intervention in case of emergency.

The Cooperative, based on the purposes and goals of the institution and in the manner required by the professional nature of the intervention and the consequent rules of fairness, shall:

- operate through its Staff, with criteria of equity and efficiency and acting with all due care, manage the facilities, furnishings, consumables, economic resources; it shall also enforce the staff schedules and prepare the resulting reports;
- cooperate with the offices and staff of the Institution for the proper management of the service, ensuring in any case the continuity of the service, in the event of absences or sick leaves or illness, giving timely notice of the substitutions;
- ensure the quality of the service, pursuing educational continuity and preventing unmotivated staff rotation;
- in order to facilitate the performance of the contract and encourage the direct relationship between the contracting Institution and the successful tenderer, the successful tenderer shall identify a Liaison Officer to provide face-to-face coordination with the Institution in the performance of the service referred to in these Specifications. The coordinator / liaison officer shall be immediately reachable by phone whenever required (via mobile phone).

Article 4

Staff

The service shall be performed by the Cooperative through its staff, who shall meet all the educational and professional prerequisites to carry out the required performance. The Cooperative shall provide Opere Riunite Buon Pastore with a copy of the curriculum vitae of all the staff members.

For staff members working in direct contact with the children, the Cooperative agrees to provide an extract from the judicial record issued by the judicial authority stating that there are no pending charges of any kind.

It is preferable that all staff members should have a B category driving licence.

The staff employed will have an employment relationship exclusively with the Cooperative, which will be their sole employer for the entire term of the contract and will ensure the full implementation of the national collective bargaining agreement in force, therefore, in this regard, no employee-employer relationship shall be established between the Cooperative staff and the contracting Institution, and all contractual charges, insurance and social security costs related to the staff shall thus remain the sole responsibility of the Cooperative.

The Cooperative shall not at any time or under any circumstances to sub-contract or plan to subcontract the services hereunder. Failure to comply with this provision shall be grounds for non admission to the tendering procedure or the immediate termination of the contract. The Cooperative shall provide the Institution, every three months, with an updated list of the names of the employees employed to perform the services hereunder. The list shall specify, among other things, the professional qualifications of the staff members.

The Cooperative shall be in compliance with all applicable legislation regarding safety in the workplace.

The Cooperative shall also guarantee, without exception:

- The fulfillment of all contractual clauses contained in these specifications;
- The absolute respect of the contractual rules and regulations set forth by law for all staff employed.

The obligations shall remain valid even after the expiry of the above-mentioned collective agreements and until they are superseded. The cooperative shall produce, at the request of the contracting institution, the following documents: Integrated Payroll Register and the Certificate of Social Security compliance, and the tax return forms F24 relating to payments made or self-certification of the payments, in order to verify the correct implementation of the provisions relating to the application of national labor agreements and legislation on social security, health care, insurance and tax.

The submission of such documents and the related verification of their regularity is a prerequisite condition for the payment of the consideration, and the successful tenderer shall not claim interest or compensation for the time required to produce such documentation and prove its regularity.

The Cooperative agrees to exercise, in the appropriate forms, the control and supervision of the proper performance of the service by the staff in its employ.

Article 5

Monitoring and control by the contracting Institution

The Institution reserves the right to lay down guidelines and monitor the performance of the contract. The Institution reserves the right to periodically verify the smooth running of the service, with particular reference to the verification of quantity, quality and functionality levels of the service and user satisfaction. The successful tenderer shall provide all necessary cooperation and explanations, as

well as the required documentation; it shall also report on the care activities performed, and provide any information and element useful for the improvement of the service as a whole.

Article 6

Breach of Contract and Penalties

Any failure to fully perform the obligations under this service supply contract will be notified verbally and in writing by Opere Riunite Buon Pastore to the Cooperative and any non-compliance will result in a penalty for the amount of € 250.00 per day from the date of the postmark on the communication in writing.

Article 7

Security deposit

A tender guarantee shall be constituted by the successful tendering Cooperative in the form of a interest-free security deposit (or corresponding bank guarantee), amounting to € 30,000.00, within 20 days of the award.

The deposit shall remains submitted to a lien until the end of the contract and shall be returned to the successful tenderer only after payment of the last invoice and not before all credits and debits and any other financial obligation have been defined.

Article 8

Award of Services

The Service will be awarded based on a combined assessment according to the following criteria:

- score on the evaluation of the professionals listed by the tenderer for each of the profiles required, for a maximum of 40 points
- score for the financial bid, for a maximum of 60 points

The basic contract value is set at € 2,000,000.00 annually. This value is inclusive of the VAT rate in force at the time of billing.

The award for the services will be implemented through a procurement contract with the Cooperative that will submit the required guarantees and offer the economically most advantageous tender for Opere Riunite Buon Pastore.

Article 9

Receipt of Tenders

Tenders must be received, under penalty of exclusion from the tendering procedure, in a single sealed envelope containing the application for participation in the tender, and two sealed envelopes, containing the proposed list of professionals with an indication of their qualifications and curricula, and the financial bid, respectively. The two envelopes, bearing the name and address of the sender shall be

countersigned on the closing flaps and marked "List of professional figures" and "Financial bid" respectively.

The request for application must bear stamp duty, under penalty of exclusion, for the value required by law at the time of submission of the application, and must be undersigned by the legal representative of the applicant and accompanied by a photocopy of the identity document of the signatory. The application must contain the statements pursuant to Article 1 of these tender specifications.

Tenders must be received by the Administrative Offices of Opere Riunite Buon Pastore - address: San Polo 2123, 30122 Venezia - no later than 12 noon on the thirtieth day after the date of publication in the Official Bulletin of the Veneto Region and the Official Journal of the European Union. Alternatively, tenders may be submitted either

- by post by registered letter with acknowledgment of receipt or by an authorized delivery agency

- by hand delivery to the Administrative Offices of Opere Riunite Buon Pastore - Address: San Polo 2123, 30122 Venice.

For the purposes of compliance with the deadlines for submission of tenders the postmark shall be proof of despatch. The delivery of the envelope within the time indicated is solely at the applicant's risk. Opere Riunite Buon Pastore shall not be liable for non-delivery or delay due to any cause whatsoever.

Article 10 **Service Supply Contract**

Validity of the service supply contract: three years, from 1 January 2015 to 31 December 2017.

Pursuant to Article 115 of Legislative Decree 163/2006 price adjustment is allowed starting from the second year from the signing of the contract, within the limits of the variation in the ISTAT general consumer price index for blue and white-collar worker households.

In case of any serious material breach to the contents of the contract, the contract may be terminated forthwith by Opere Riunite Buon Pastore, at their sole discretion. The contract may also be terminated by the successful tendering Cooperative in the event of breach by the Contracting Institution of the obligations contained in the contract specifications and the related service agreement.

Any registration fee (if necessary) for the contract, shall be borne by the successful tendering Cooperative.

The Secretary
Opere Riunite Buon Pastore
Dr. Giancarlo Ruscitti