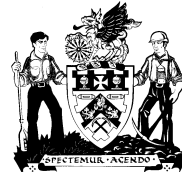


**BARNSLEY METROPOLITAN
BOROUGH COUNCIL**



DEARNE AREA COUNCIL

**Dearne Area Clean and Tidy
Service Specification**

PROJECT REF: 07-17-14-1-1-1202

RETURN DATE: 25th June 2015

TIME: 4.00pm

SPECIFICATION

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SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

1. INTRODUCTION

- 1.1 The Dearne Area Council wishes to commission a Provider to deliver a service that will complement existing service provision, including enforcement and the work currently carried out by local volunteers to improve the overall environmental appearance of the Dearne North and Dearne South

The service will contribute to maintaining a clean, well presented and welcoming physical environment in the two wards of the Dearne area through a reactive and proactive approach to the issues of fly tipping, littering, vegetation, weeding, pruning and maintenance of green areas. The service should involve local people in sustaining their own neighbourhoods and inspire people to **Love Where You Live**. Engaging with local residents, young people, businesses, community groups and volunteers is essential to the success of this initiative.

The involvement of businesses, local people and groups is a key element and this will be expected to be done through volunteering and stakeholder engagement. In addition there are a number of agencies and services working together towards improving the Dearne Area including additional enforcement around littering/dog fouling and housing regeneration and enforcement initiatives as well as work currently carried out by BMBC Neighbourhood Pride service and the Safer Neighbourhood Service.

It is expected that the work of the provider will be designed to **complement and build** upon rather than duplicate the existing provision. With the service having a particular focus on educating young people, volunteers and residents with regards the environmental, economic and health related impact in relation to littering. Therefore elements of the service will focus on the “prevention of littering” and not solely focus on clean-up operations.

In developing and delivering this service, the provider should ensure that it is contributing to the Council's corporate priorities and outcome statements. Sustainability, community support, self-reliance, resilience and reciprocity should therefore be built into the service design and delivery. Also and where possible provide work experience placements, apprentice opportunities and local labour should be used.

Background information about the Dearne Area Council can be found at Appendix A.

2. BACKGROUND AND CONTEXT

- 2.1 The Dearne area sits in the east of the borough of Barnsley and is part of the Dearne Valley link which brings Barnsley together with Doncaster to the north and Rotherham to the south. The Dearne Area council consists of Highgate, Thurnscoe, Goldthorpe and Bolton.

There area has seen a number of major physical changes over the last 10 years including the development of both commercial and residential properties and new road schemes. The area covers 16 sq. km with a population of 22,387.

Historically the Dearne area has suffered greatly from littering, fly tipping, graffiti etc and the particularly poor state of the disused railway embankment which runs through the centre of Goldthorpe has made adverse local and national news. Gateway routes have also been highlighted as problem areas. One of the aims of this service is to work with other agencies and local people to help create a better image for the Dearne which can be publicly celebrated.

A number of initiatives have taken place in recent times funded by local elected members including a free 'Bulky Rubbish' collection service and provision of free skips in certain areas for clean-up days. This proved expensive and in the end ineffectual without additional enforcement.

There are also several initiatives also being delivered currently by agencies i.e. the 'Our Streets' project, a joint initiative between BMBC Housing Regeneration Team and the Safer Neighbourhood Team and the 'Goldthorpe Tidy Streets' project being delivered ty the Goldthorpe Development Group. The safer Neighbourhood Team are also in discussion with Network Rail who own the disused embankment to try to address the problems associated with the vast amount of fly tipping which takes place in the area.

Additional Housing and General Enforcement has been commissioned recently through the Area Council. This initiative and the Our Streets Project referred to above as well as the involvement of local people through Goldthorpe Development Group are starting to have an improved impact but the issues are too big for local people alone. It is hoped that the provision of a commissioned Clean and Tidy service, funded by the Area Council will finally make the big difference to the area and in turn create a better, cleaner environmental image to the outside world and a more welcoming place for visitors and residents.

Improving the Environment is a priority of the Dearne Area Plan which was produced after research was carried out during 2012/2013 and is used for the allocation of Dearne Area Council funds through commissions which must relate to the priorities highlighted with in it. A copy of the Dearne Area Plan is enclosed as Appendix 1 with this document.

3. STRATEGIC VISION AND VALUES

3.1 Barnsley MBC's Vision is to '**Work together for a brighter future, a better Barnsley**'

Our Values include:

Working Together

- We work as "One Council" to do the best that we can for our customers
- We build partnerships and work with others to achieve the best for Barnsley
- We are understanding and supportive of others, respecting and valuing differences

- We are open and honest about what we are able to achieve, the decisions we make and how well we are doing
- We are true to our word, reliable and fair
- We are responsible and accountable for our actions

Honest

- We are open
- We are honest
- We are true to our word
- We are fair

Excellence

- We are committed to quality and value for money
- We learn from our successes and mistakes
- We are flexible, adaptable and respond positively to change

Pride

- We are proud of the work we do and services we deliver
- We are proud to support our communities to make Barnsley a better place
- We are proud of our achievements

4. COUNCIL PRIORITIES AND OUTCOME STATEMENTS

4.1 In developing and delivering this service, the Service Provider should ensure that it is contributing to the Council's corporate priorities and outcome statements as outlined below:

| | |
|--|--|
| <p>Thriving and vibrant economy</p> | <p>Create more jobs and businesses through appropriate provision of business, enterprise and employment programmes.</p> <p>Reduce worklessness amongst those currently unemployed and increase the skill levels of our current and future workforce.</p> <p>Contribute towards making the wards of Dearne North and Dearne South a more inviting place to live and work. Use volunteering schemes in order for the residents to gain new skills and experience. Encouraging new businesses into a more attractive, vibrant and clean village.</p> <p>Encourage people who live and work in the two wards of Dearne North and Dearne South To “love where they live” and take pride in their local environment.</p> |
| <p>Supporting strong resilient communities</p> | <p>Ensure people of all ages have a much greater involvement in the designing, delivery and evaluation of services in order to actively participate in improving their lives and Barnsley</p> <p>Ensure customer services and the citizen experience of access is improved, and facilitate greater self-help</p> <p>Use the knowledge, capacity and experience which exists at community level to create a more resilient and self-reliant community.</p> |
| <p>Citizens achieving their potential</p> | <p>Target young people, families and communities who may need extra help in gaining the skills and experience they need to succeed</p> <p>Prioritise the safeguarding of vulnerable children and adults, and ensure that the risk of them getting harmed is kept to an absolute minimum</p> <p>Make the improvement of people's health and wellbeing everybody's business, with an emphasis on prevention and the contribution that all services can make</p> <p>Ensure that the Council plays a strong part in</p> |

| | |
|--|--|
| | keeping the Borough safe, and work with others to improve community safety |
|--|--|

5. SPECIFIC AIMS AND OBJECTIVES OF THE SERVICE, INCLUDING SOCIAL VALUE OBJECTIVES

5.1

- To improve the physical appearance of the Dearne Area Council area and where appropriate work in partnership with local residents and/or local community groups/organisations
- Contribute to maintaining a clean, safe, well presented and welcoming physical environment through the provision of both proactive and reactive work as agreed with Ward Alliances
- Inspire local people and encourage sustainability through engagement and education with volunteers, residents, local community groups and other organisations
- Encourage and support community responsibility for existing green areas/ shrub beds/planters
- Reduce the amount of littering, dog fouling in the area through education in schools and within local communities
- Liaison with environmental and housing enforcement services in hot spot areas

Under this contract the successful provider will be required to actively contribute to the achievement of specific social value objectives. These reflect the vision and corporate priorities of the Council outlined in Section 3, and include:-

5.2

- Provision of local skills development, work experience placements and apprentice opportunities
- Employment and training opportunities within the locality
- Recruitment and deployment of volunteers
- Development of strong community networks, community self-help and resilience
- Engaging with local residents including young people and community groups to initiate social action
- Local spend
- Use of local supply chains
- All persons employed by the provider to deliver this project must be paid the current UK living wage.

6. THE SERVICE/ACTIVITIES TO BE DELIVERED

- 6.1 The appointed provider will develop and deliver a service that: complements existing provision; addresses the needs of each ward in the area, meets the specified objectives; and delivers the outcomes outlined in this document.

Development of a strong collaborative working relationship with the Ward Alliance members in each of the wards will be key to the success of this project. The provider will be expected to adopt a community development role. They will be capable of interpreting community environmental improvement aspirations. **Crucially they will possess the ability to realise the projects through project design, recruitment, leadership and motivation of volunteers.** The provider will be expected to lead by example.

Dearne North and Dearne South service delivery plans that meet the needs in each ward and address hot spot areas should be developed in liaison with both Ward Alliances and delivered accordingly.

The interventions/activities to be delivered for each Ward as part of the plan may include delivering the following activities some of which will be in partnership with the community:

- Grass cutting
- Shrub bed maintenance/removal
- Tree planting
- Pruning vegetation
- Snow removal
- Hedge strimming
- Litter picking (Inc. Public Rights of Way)
- Remove fallen leaves- hot spot areas
- Dog fouling removal
- Public area fence fixing
- Remove graffiti which is not racist or homophobic
- Removal of fly posters
- Weed control

In addition, and in liaison with the Dearne Area Team, the provider will be expected to:

- Deliver the clean and tidy plan as specified by the Ward Alliance members
- Support the Goldthorpe development group in their clean-up operations
- Support other "Friends of" groups in their clean and tidy operations
- Work alongside the Safer Neighborhood team
- Educate the community of the issues associated with fly tipping etc.
- Support community grow projects e.g. community allotment plots

- Organise / assist / lead with community clean ups
- Promote street pride
- Support the delivery of restorative justice litter picks for juvenile offenders

The above is not an exhaustive list and there may be other activities you wish to include.

The provider will be expected to tailor their work to suit seasonal variations in demand and support for community events and/or community clean ups will be an integral part of the work.

The provider will be expected to act as the “eyes and the ears” in the community and be responsible for reporting other matters not necessarily within their scope of responsibility so that this can be actioned by the respective Council service.

This would include reporting:

- Discarded needles
- Graffiti
- Fly Tipping
- Problems with trees

Instructions on how these reports should be made will be provided.

It is expected that the set-up, and ongoing costs of materials, tools, and equipment will be met by the provider. The provider will ensure that these materials, tools and equipment are well maintained, safe to use and kept in a secure place.

The provider will be responsible for disposing of the waste generated by them, and recycling carried out wherever possible. Any waste generated by the provider as part of community activities or projects will be disposed of by Barnsley Council at no cost. The provider will have their own Waste Carriers License and should provide evidence as part of the procurement process of their waste disposal and recycling arrangements.

Provide information for the Area Council and BMBC Communications Department Work to highlight the work taking place, the improvements being made and to change the relationship between community and council. This should encourage more witness reports to come forward from the community.

It will be very important that this service is delivered in close liaison with Neighbourhood Services and existing community groups to ensure that overall service delivery is co-ordinated and complementary. The provider is also expected to work closely with environmental enforcement services.

The service must be flexible and reactive as well as proactive. The service is expected to deliver to ‘hot spot’ areas as identified by elected members/Ward Alliances, to improve the environment in a way which is sustainable. Both of the wards plans will include an equal number of working hours but with the flexibility to deliver on the key requirements of each area, each having different needs.

In times of austerity, sustainability is key. The provider will be expected to give consideration to the whole lifespan of the project. This should include a well-planned

exit strategy to ensure that the additional capacity within the community continues to benefit the Dearne Area even after the contract has concluded.

7. TARGET GROUPS AND/OR AREAS

7.1 The Service should be delivered proportionately across each of the two wards of the Dearne Council area. Hot spot areas in each of the wards should however be prioritised through the Ward Alliances.

8. EQUALITY IMPACTS

8.1 The successful service provider will be required to ensure that the service is free from bias and acknowledges and respects gender, sexual orientation, age, race, religion, culture, lifestyle and values. If any needs are required as per the Equalities Act, such as language or disability, these needs will be provided for during the term of the contract.

Please also refer to Section 4 - Form of Contract.

9. PERFORMANCE MEASURES/OUTPUTS

9.1 Service Outcomes and Measures: Table 1 below details the outcomes or results that the service provider is required to achieve as a consequence of the service being delivered. A list of possible outcome measures is also provided. This is indicative only and Tenderers are required, as part of their tender return, to propose their own list of outcome measures, along with realistic targets, baselines and methodology for gathering the data/measuring. Final measures and targets will be agreed prior to contract commencement. Please refer to Section 2 – Tender Quality Questionnaire.

9.2 Table 1

| <i>Outcomes</i> | INDICATIVE Outcome Indicators | <i>(Evaluation Methodology – provider to make recommendations in their tender return)</i> |
|--|--|---|
| Create a well maintained, clean, safe, well presented and welcoming physical environment | Reduction in complaints | |
| Local communities involved in ensuring areas are kept clean and litter free | Increase the number of residents engaged in volunteering activities in the community | |

| | | |
|--|--|--|
| | Reduction in complaints | |
| Reduce levels of dog fouling. | Reduction in complaints | |
| Residents/community groups taking responsibility for existing green areas/ shrub beds/ planters etc. | Increase in support for local community groups | |
| Identify opportunities to build skills and work experience at local level | Increase in people accessing opportunities | |
| Educate residents on the environmental issues surrounding fly tipping and littering | Reduction in littering and complaints | |

10. PROCUREMENT PROGRAMME

| Indicative Programme: | |
|--------------------------------|---------------------------|
| Tender Return | 25 th June |
| Tender Evaluation | Beginning of July |
| Standstill Period and Feedback | End of July |
| Award Contract | Early August |
| Contract Commencement | 1 st September |

11. CONTRACT VALUE AND CONTRACT DURATION

11.1 The estimated cost total value of this procurement is £75,000 in total, over a 1 year period.

12. CONTRACT TERMS AND CONDITIONS

12.1 See Section 4 – Form of Contract.

13. CONTRACT MONITORING AND RECORDING REQUIREMENTS

13.1 The Provider will need to be able to demonstrate the effectiveness of the service in terms of delivering the agreed outcomes, outcome measures and outputs. There is a key requirement of the provider to:

- Meet the Contract Manager for a monthly operational meeting for the first three months of the contract.
- Thereafter provide a quarterly report to the Contract Manager against each of the ward plans. This information will be shared with the Ward Alliances.
- Collect, collate and report on a range of agreed indicators on a quarterly basis (see milestones) as part of a quarterly report. This should also include the submission of 2 case studies per ward (group, individual or illustrating good practice/ innovative work) together with supporting photographs.
- Attend quarterly meetings with the contract manager to discuss the quarterly report and request any additional information/provide clarification, if required.
- Attend the Area Council Meeting as requested.
- An end of year report to be submitted (see milestones)
- An end of Project report and lessons learned to be submitted 3 months before the contract end date.

The Area Council Manager will review performance in liaison with the Dearne Area Council and may reasonably ask for additional information at any time.

Service provision will be subject to annual review

14. QUALITY STANDARDS

The provider will have all relevant policies and procedures in place.

The provider of this service will be required to adhere to the Health and Safety at Work Act 1974 at all times and any other relevant guidance and directives in force or subsequently issued. In addition the provider is required to achieve accreditation under one of the Safety Schemes in Procurement.

The Service Provider will ensure that:

- All materials used in carrying out the service comply with the Control of Substances Hazardous to Health Regulations
- All materials, and equipment, are stored in a safe and proper manner
- Environmentally friendly materials are used whenever possible

- All staff are equipped with appropriate training, (including needle search training) staff development and supervision.
 - Where an appropriate British Standards Specification or British Standard of Code of Practice is issued by the British Standards Institution is current at the date of the tender, all goods and materials used or supplied and all workmanship shall be in accordance with that standard
 - It holds a valid Waste Carriers Licence
 - All staff employed or engaged by the Service Provider are informed and are aware of the standard of performance that they are required to provide and are able to meet that standard.
 - The adherence of the Service Provider's staff to such standards of performance is routinely monitored and that remedial action is promptly taken where such standards are not met
 - All staff employed or engaged by the Service Provider have been subject to a DBS clearance, where required, and an acceptable outcome determined.
 - For the avoidance of doubt, nothing in this specification is intended to prevent the Service Provider from setting higher quality standards than those laid down in the Contract.
- Additionally:
- The Service Provider will have a robust system for monitoring complaints and suggestions; feedback from service users will inform service delivery.
 - The Service Provider will submit reports summarising any complaints, investigations and remedial actions

Please also refer to Section 4 – Form of Contract

APPENDIX A

**OVERVIEW OF THE DEARNE AREA COUNCIL
(ATTACHED PDF DOCUMENT)**

SECTION 2

INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE

SECTION 2

INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE

- 1.1 Tenderers should upload their completed tender onto the YORtender website no later than:

4.00 PM ON THURSDAY 25th June 2015

- 1.2 The Tender Documents available on the YORtender system comprise the following:

Section 1 – Project Overview and Scope of Service

Section 2 – Instructions for Tendering/Tender Evaluation/Tender Questionnaire

Section 3 – Pricing Schedule, Form of Tender and Appendices

Section 4 – Form of Contract

2. **INSTRUCTIONS FOR TENDERING**

- 2.1 The text of the Tender Document shall not be altered by the Tenderer.
- 2.2 Tenders must not be qualified, conditional, accompanied by statements, which could be construed as rendering them equivocal and/or placed on a different footing to other Tenders.
- 2.3 Only the person named in the covering letter to this Tender has the authority to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents.
- 2.4 Questions or requests for clarification from Tenderers to the Council will be treated confidentially, unless the questions asked and the answers given need to be circulated to all Tenderers in fairness and equity.
- 2.5 The Council may extend the Tendering period if this is deemed necessary.
- 2.6 Any request for clarification or further information must come from the Tenderer only.
- 2.7 **Submission of Tender**

The Tenderer shall complete the following sheets, which **must** be returned with the Tender. Failure to comply may lead to the Council rejecting your tender:

- Tender Questionnaire – Fully Completed
- Pricing Schedule
- Form of Tender
- Appendix 1 – Supply Chain List
- Appendix 2 – Consultants Insurance

Any additional documentation, which has not been specifically requested, will not be considered.

2. INSTRUCTIONS FOR TENDERING (Cont'd)

- 2.8 Submission of your Tender to the Council must only be made electronically through the YORtender System at <http://www.yortender.co.uk/>. Any technical queries about the YORtender system itself should be directed to yorkshiresupport@due-north.com, or by calling 0844 5434580.
- 2.9 A Supplier Guide is available on request to assist Tenderers to upload and download documents. If you would like further guidance or support using YORtender, please contact the Council's Procurement Helpdesk on 01226 772782.
- 2.10 Tenderers should upload their completed tender onto the YORtender website, no later than the date notified on the front cover of the Tender Document and on Page 2/1 or an amended return date as notified by the Council.
- 2.11 When the deadline (Thursday 25th June 2015 at 4.00 pm) for tenders has passed, you will not be allowed to return your tender using YORtender or any other means. The YORtender portal will close automatically at the allocated deadline time, part uploaded documents will not be accepted. The Council will not accept any claims from a Tenderer on the basis that there was insufficient time to upload the documents.
- 2.12 Signatures are not required when making an electronic submission. Typed entries are acceptable.

3. TENDER EVALUATION

- 3.1 The Council will evaluate Tenders on a Price/Quality basis. A Price: Quality ratio of 30:70 applies, in favour of quality. The Tender shall be awarded to the highest scoring accepted Tenderer. However, the Council is not bound to accept the highest scoring or any tender.

3.2 Price Evaluation

If the Council suspects that there has been an error in pricing, the Council reserves the right to seek such clarification as it considers necessary from the Tenderer.

It is the Tenderer's responsibility to ensure that the Tender is arithmetically correct, prior to submission. The Tenderer will be informed of any arithmetical errors and be given an opportunity of confirming their offer or amending it to correct genuine errors.

The tender price breakdown should correspond to the delivery of the proposed service. Tenderers should be able to explain the price/price breakdown on the basis of the delivery, or the technical solution proposed.

The tender priced submissions will be separately evaluated as part of the tender evaluation. Individual priced components will be summarised into a tender figure for the whole of the service and for the 2 year duration (refer to the Pricing Schedule in Section 3)

3. TENDER EVALUATION (Cont'd)

Unacceptably low or high tenders may be discarded. A tender will be assumed to be unacceptably (abnormally) low if, in comparison with the Client's preliminary estimate and of all tenders submitted, it seems to be abnormally low by not providing a margin for a normal level of profit, and the Tenderer cannot explain the price/price breakdown on the basis of the delivery, or the technical solution proposed.

The Tender Price Submission will be independently evaluated by the Price Evaluation Team; the lowest acceptable price will be awarded one hundred points. For all other submissions, one point will be deducted for each percentage point by which the submission exceeds the lowest. These points will then be transferred to the 'Price/Quality Evaluation Summary' (Attachment A to Section 2). The 'Price Points' will be multiplied by the 30% weighting to arrive at the 'Price Score'.

3.3 Tender Quality Evaluation

The tender quality evaluation comprises a three stage process:

- Stage One – Tender Questionnaire Pre-qualification – Not used in the evaluation of tenders
- Stage Two – Tender Questionnaire Submission = 80% towards the quality evaluation of tenders
- Stage Three – Interviews = 20% towards the quality evaluation of tenders

3.4 Stage One – Tender Questionnaire Pre-Qualification

The evaluation of this section will be on a Pass/Fail basis and only those applications achieving a Pass will proceed to Stage Two. The Pre-Qualification concentrates on organisation information, financial information, insurances, health and safety and safeguarding requirements. A Pass will be achieved by meeting the minimum criteria stated in the Pre-Qualification Section of the Tender Questionnaire.

3.5 Stage Two – Tender Questionnaire Submission

The tender evaluation for this contract is based on and covers the following 3 main areas of the outcomes required for this service:

- Technical Capacity
- Contract Management
- Social Value

The weightings for these areas have been set to reflect their respective levels of importance.

The tender questionnaire Submission will be scored by a Quality Evaluation Team; each team member will independently mark the submissions. The final mark for each question will be an average of each team member's marks to arrive at the 'Quality Points' per question. The Total Questionnaire Quality points per Tenderer

3. TENDER EVALUATION (Cont'd)

will be multiplied by 80% to arrive at the Tenderer's total questionnaire quality score. This will be inserted onto the 'Price/Quality Evaluation Summary' (Attachment A).

3.6 Stage Three – Interviews

The 2 Tenderers achieving the highest Stage Two questionnaire quality scores will be invited for interview. No other tenders will be considered any further after this point. The interview stage will involve Tenderer presentations and the posing of formal interview questions. The subject of the presentation has yet to be determined. Interview questions will be predetermined to further interrogate the tenders of the Tenderers and address any perceived gaps/issues. The interviews will be also be used to confirm or otherwise the scoring from the tender stage.

The presentations and interviews will attract a score out of 100 according to the content/standard of responses/information provided. The Tenderer's interview scores will be multiplied by 20% to arrive at the Tenderer's interview quality score. This will be inserted onto the 'Price/Quality Evaluation Summary' (Attachment A).

The total quality points will be multiplied by the 70% weighting to arrive at the 'Quality Score'.

The 'Price Score' and the 'Quality Score' will then be totalled to arrive at the 'Total Score'. The 'Total Scores' will then determine the most economically advantageous tender.

3. TENDER EVALUATION (Cont'd)

3.7 Overall Quality Evaluation Scoring Details

| OVERALL SCORING DETAIL | | | | QUESTION SCORE | % WEIGHTING | TOTAL WEIGHTED SCORE | % TENDER SCORE |
|------------------------|--------------|---------------------------------|------------------|----------------|-------------|----------------------|----------------|
| SECTION | 1 | ORGANISATION INFORMATION | INFORMATION ONLY | | | | |
| SECTION | 2 | FINANCIAL HEALTH AND INSURANCES | PASS/FAIL | | | | |
| SECTION | 3 | HEALTH AND SAFETY | PASS/FAIL | | | | |
| SECTION | 4 | SAFEGUARDING | PASS/FAIL | | | | |
| SECTION | 5 | WASTE CARRIERS LICENCE | PASS/FAIL | | | | |
| SECTION | 6 | PREMIER SUPPLIER PROGRAMME | PASS/FAIL | | | | |
| SECTION | 7.1 | EXPERIENCE | PASS/FAIL | | | | |
| | 7.2 | REFERENCES | PASS/FAIL | | | | |
| SECTION | 8 | TECHNICAL CAPACITY | 54% | | | | |
| | 8.1 | ACTIVITY/RANGE OF ACTIVITIES | 18% | 5 | 18% | 90 | |
| | 8.2 | SERVICE METHODOLOGY | 18% | 5 | 18% | 90 | |
| | 8.3 | OUTCOME INDICATORS AND TARGETS | 18% | 5 | 18% | 90 | |
| | | | | | | 270 | 54% |
| SECTION | 9.1 | CONTRACT MANAGEMENT | 10% | 5 | 10% | 50% | |
| | | | | | | 50 | 10% |
| SECTION | 10 | SOCIAL VALUE | 16% | | | | |
| | 10.1 | CONTRIBUTIONS TO SOCIAL VALUE | 8% | 5 | 8% | 90 | |
| | 10.2 | SPEND VALUE | 8% | 5 | 8% | 40 | |
| | | | | | | 130 | 16% |
| | | | 80% | | | 450 | 80% |
| INTERVIEW | | | 20% | | | | |
| | PRESENTATION | | 30 | 5 | 30% | 150 | |
| | QUESTIONS | | 70 | 5 | 70% | 350 | |
| | | | 100 | | | 500 | 20% |

TENDER QUESTIONNAIRE

**(Incorporating Stage One – Pre-Qualification Questionnaire
and Stage Two – Tender Questionnaire)**

STAGE ONE – PRE-QUALIFICATION QUESTIONNAIRE

SECTION 1: ORGANISATIONAL INFORMATION

This section must be completed. It is for information and will not be scored.

The term 'Organisation' in this questionnaire refers to all joint partnership/consortium members. Each Organisation is required to contribute to the information/method statements put forward, so that a comprehensive answer is presented on behalf of the Tenderer. Collectively, each entity submitting a tender (whether it is a single organisation or a joint partnership/consortium) is referred to as a Tenderer.

FOR INFORMATION ONLY

The Questions:

| |
|---|
| 1.1 Name of Organisation |
| 1.2 Contact Details Name: Position: Address: Telephone number: Mobile: E-mail: Website: Facsimile: |

1.3 Are you or is your organisation a:

- Sole trader?
- Partnership?
- Limited Liability Partnership?
- Private Limited Company?
- Charity/Voluntary Organisation?
- Social Enterprise?
- User Led Organisation?
- Black and Minority Organisation?
- Owned or Managed by Disabled Person?
- Owned or Managed by Women?
- Other –Please specify

1.4 Date organisation was formed/started trading:

1.5 If your organisation is a limited liability partnership, private limited company, public limited company or charity please supply:

Company/Charity Registration Number:

Date of Registration:

Registration Address:

1.6 Does any member of your organisation have a relative(s) who is employed by Barnsley MBC/NPS Barnsley Ltd/is an elected member of the Council?

Yes:

No:

If yes please give details:

1.7 Is your organisation registered under the Data Protection Act 1998?

Yes:

No:

If yes please provide your Registration Number:

1.8 Is your organisation registered for VAT?

If so, please provide VAT registration number.

Yes:

No:

1.9 Main Supplier/sub-contractors/joint partnership

Please tick the box below which applies

a) Your organisation is tendering to provide the services without using third parties

b) Your organisation is tendering in the role of Main Supplier and intends to use third parties to provide some services

c) The application is being made as a joint partnership or
d) consortium application

Please list the intended partners or consortia for the tender (if currently known):

| Organisation/Department Name | Organisation address and contact details | Service provision responsibility |
|------------------------------|--|----------------------------------|
| | | |

SECTION 2 FINANCIAL INFORMATION

The information provided in this section will be used to assess your financial position and therefore suitability for the contract.

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE WILL CONSTITUTE PASS/FAIL

Note: Where applicable, cross company guarantees and performance bonds are required (details will be included in the tender pack). Cross company guarantees shall be provided, in the form of a Parent Company Guarantee.

2.1 Please provide the following information:

A copy of the most recent unabbreviated financial accounts for your company and the ultimate parent company that covers the last 2 years of trading or for the period available if trading for less than 2 years.

The financial accounts provided for assessment should be no more than 9 months older than the suppliers latest accounting year end date (in line with Companies House accounts filing requirements)

Please Note: Parent Company Accounts will be subject to the same checks as those applied to the supplier. Where concerns are identified around the financial standing of the parent company, the interdependencies between the supplier and the parent will be considered and this may impact on the outcome of the financial assessment.

Where this information is not available in an audited form, e.g. for a new company, please provide as much of the following information as possible:

- Interim and/or draft accounts
- Bankers statements and references
- Accountants references
- Management accounts
- Financial projections, including cash flow forecasts

Please tick the boxes to indicate what information has been enclosed with the completed Questionnaire.

Audited Accounts:

Audited Parent Company Accounts:

Interim and/or draft accounts:

Bankers statements and references:

Accountants references:

Management accounts:

Financial projections, including cash flow forecasts:

SCORE = PASS/FAIL

2.2 Insurances:

Please indicate whether you have or would be willing to take out the following levels of insurance protection that fulfils Barnsley MBC's standard insurance requirements.

| Insurance | Level of Cover | Currently Hold | Willing to Provide |
|---|----------------|----------------|--------------------|
| Employer's Liability*(to include cover for volunteers) | £10 million | | |
| Public Liability | £5 million | | |

If you currently hold these levels of insurance, please complete Appendix 2 in Section 3

(Note: If the successful Service Provider has ticked 'Willing to Provide', it must complete and provide Appendix 2 in Section 3, prior to Contract award. Failure to be so would mean the Council would award to the next service provider without delay)

SCORE = PASS/FAIL

SECTION 3: HEALTH AND SAFETY ACCREDITATION

Barnsley MBC will require all Service Providers to be accredited under one of the Safety Schemes in Procurement (SSIP)

<http://www.ssip.org.uk/index.html>

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

3.1 Is your organisation SSIP or equivalent accredited?

Yes (please provide certificate showing accreditation):

No:

Applied (evidence must be provided):

(Note: If the successful Service Provider has ticked 'Applied', it must be registered and approved under SSIP prior to Contract award. Failure to be so would mean the Council would award to the next Service Provider without delay)

If 'no' to question 3.1, the application will fail

SCORE = PASS/FAIL

SECTION 4: SAFEGUARDING

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

4.1 Please demonstrate your organisation's has a policy to demonstrate compliance with safeguarding legislation

It is essential that the service provider is aware of the legislation regarding safeguarding and can ensure compliance with such legislation, particularly since its employees may be in contact with children and vulnerable adults, as part of delivering this service.

Employees may be working in people's homes or alone in a building being used by the public so it is vital that the service provider has satisfactory policies in place to ensure its staff are safe when working alone.

Safeguarding Policy Yes:

No:

Lone Worker Policy Yes:

No:

NOTE: Copies of the policies must be attached and validated to secure a pass

If you answer 'no' to any of the questions in 4.1, the application will fail

SCORE = PASS/FAIL

SECTION 5: WASTE CARRIERS LICENCE

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

5.1 Please demonstrate that your organisation holds a valid waste carriers licence

It is essential that the service provider is aware of the legislation regarding the carrying and disposal of waste.

Please confirm you hold a valid waste carriers licence Yes:

No:

If Yes please provide your waste carrier licence number and expiry date

Licence number.....

Expiry Date.....

If you answer 'no' to the above question, the application will fail

SCORE = PASS/FAIL

SECTION 6: PREMIER SUPPLIER PROGRAMME

IS MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE A PASS/FAIL

To help the Council meet the requirements of the Prompt Payment Code, achieve its corporate priority with regards to supporting the economy and also the agenda to trade electronically, the Council has launched a Premier Supplier Programme. Further details can be found at http://response.oxygen-finance.com/BarnsleyCouncilPSP_Homepage

How does the Programme Work?

The Council's standard payment terms are 30 days from the receipt of a valid invoice. Joining the Premier Supplier Programme means that all invoices will be paid as soon as the Council is satisfied that the applicable goods / services have been provided for that invoicing period.

This early payment attracts a rebate which is automatically calculated on the payment date and then deducted from each invoice value at the point of payment. The maximum amount deducted from the invoice value is 1.25% for payment on day 7 and thereafter reducing on a sliding scale to nil on day 30.

For the avoidance of doubt the "payment date" is the date on which the payment leaves the Council's bank account and not the date it arrives in the suppliers' bank account)

Are you already a member of the Premier Supplier Programme?

Yes

No

If no are you willing to be a member of the Premier Supplier Programme?

Yes

No

SCORE = PASS/FAIL

For all revenue contracts, signing up to the Premier Supplier Programme is mandatory. Failure to be / to be willing to be a member of this Programme will result in your application not being considered further. For further details of the Programme please click here http://response.oxygen-finance.com/BarnsleyCouncilPSP_Homepage

SECTION 7: EXPERIENCE

QUESTIONS IN THIS SECTION ARE MANDATORY AND COMPLIANCE WILL CONSTITUTE PASS/FAIL

7.1 The supplier is required to demonstrate its ability and record of delivering two similar projects (environmental work) which demonstrates the engagement of volunteers, in the last five years (from 1st January 2010). These projects need to show capacity building and sustainability at their core: -

NOTE

1. The listed projects require references in Question 6.2. If the referee indicates that the project listed does not meet **any** the criteria in listed, then the project will not be considered and only the remaining projects will be scored.

| Pass/Fail | Specification |
|-----------|---|
| PASS | Have demonstrated experience of completing at least two similar projects (environmental work) which demonstrates engagement of volunteers within the last 5 years. (These projects need to show capacity building and sustainability at their core) |
| FAIL | Does not demonstrate experience of completing two similar projects (environmental work) which demonstrates engagement of volunteers within the last 5 years. (These projects need to show capacity building and sustainability at their core) |

SCORE = PASS/FAIL

7.2 References are requested from the employers of the contracts stated in Question 7.1

NOTE

1. References **must** be received via e-mail direct from the companies providing the reference and the referees company should be identifiable from the e-mail addresses used. Any references received direct from the supplier will be disregarded.
2. References are to be returned by e-mail to the following e-mail address – procurement.barnsley@nps.co.uk by the Tender return date and time. It is the suppliers (submitting the Tenders) responsibility to ensure that the references are returned on time by the referee, any late references will not be accepted / scored.

3. If projects in Question 6.1 are deemed not to meet the criteria listed or the referee indicates this to be the case, such projects/references shall be rejected and not scored for the purposes of these Questions 6.1 and 6.2.
4. Reference scoring is directly linked to a series of standard responses where higher levels of perceived satisfaction/performance will score higher. The reference template (Appendix B - to this Specification) is scored on a scale of 0 – 10 by the referee. The aggregated score of the compliant references is then divided by the number of references assessed (to the nearest whole number). If only one compliant reference is returned, its total score is halved.
5. If the suppliers resulting mark is less than 70, the application will fail.
6. If no references are received, the application will **fail**

| | Score | Mark |
|------|--------------|-------------|
| PASS | 4 - 10 | 70 - 130 |
| FAIL | 0 - 3.9 | 0 - 60 |

STAGE TWO – TENDER QUESTIONNAIRE

Tenderers are required to limit their response to the following Stage Two questions in sections 8, 9 and 10 to a total of 12 A4 sides of text/illustrations/attachments. If any submission exceeds this limit, the evaluation team will stop reading the submission after the first 12 A4 sides

Section 8 – Technical Capacity – 54%

Question 8.1

With reference to clause 4 of the specification, provide a proposal that describes in detail the range of activities you will undertake to support delivery of the six outcomes listed in Section 9 of the Specification, and how these activities will be implemented.

Your response should cover, which outcome it contributes to, and why. It should also address the following:

- How you would develop a service delivery plan with both ward alliances
- Reference to documentary evidence that the activity will contribute to achieving the outcomes
- How local knowledge and intelligence has been used to inform your proposal
- How you would involve local community organisations and recruit volunteers

| Score | Score Standards | Specification |
|-------|-----------------|--|
| 5 | Excellent | Provides a description of how each activity will be delivered and a clear rationale behind each of the activities proposed, which outcome it contributes to and why, together with a detailed response to all of the additional points |
| 4 | Good | Provides a description of how each activity will be delivered and a clear rationale behind each of the activities proposed, which outcome it contributes to, and why. In addition, it should also provide a detailed response to two of the additional points |
| 3 | Average | Provides a description of how each activity will be delivered and a clear rationale behind each of the activities proposed, which outcome it contributes to and why. In addition, it should also provide a detailed response to one of the additional points |
| 2 | Poor | Provides a description of how each activity will be delivered and a clear rationale behind each of the activities proposed, which outcome it contributes to and why. But it covers none of the additional points |
| 1 | Unacceptable | Does not provide a description of how each activity will be delivered and/or does not provide a clear rationale behind each of the activities proposed, which outcome it contributes to and why. None of the additional points are covered |

18% of the overall score

Question 8.2

Outline your plan for delivering the service

Your response **should** include/cover the following:

- Resource/supply chain details/requirements, e.g. Whole Delivery Team (e.g. paid/unpaid)
- Experience of delivering environmental projects in partnership with volunteers
- Provide an action plan/programme for your proposal incorporating clear milestones and targets
- Waste disposal and recycling arrangements

| Score | Score Standards | Specification |
|-------|-----------------|---|
| 5 | Excellent | A service delivery plan which clearly details all of the four points outlined above |
| 3 | Good | A service delivery plan which clearly details three of the three points outlined above |
| 2 | Average | A service delivery plan which clearly details two of the three points outlined above. |
| 1 | Poor | A service delivery plan which clearly details one of the three points outlined above. |
| 0 | Unacceptable | A service delivery plan which does not detail any of the points outlined above |

18% of the overall score

Question 8.3

Based on your proposal and with reference to the indicative list in Clause 9.2 of the Specification, please list the outcome measures and targets you would use and how you would evidence achievement of these.

Your response should:

- List the outcome indicators you would use
- Suggest realistic targets for each of the outcome indicators you have listed
- Describe how you will create baselines to evidence achievement of outcome indicators
- Describe how you will collect and measure the data

| Score | Score Standards | Specification |
|--------------|------------------------|---|
| 5 | Excellent | Response covers the <u>five or more</u> areas listed and outlines additional areas which contribute to evidencing achievement of the outcome indicators listed |
| 4 | Good | Response covers the <u>four</u> areas listed |
| 3 | Average | Response covers <u>three</u> of the areas listed |
| 2 | Below Average | Response covers <u>two</u> of the areas listed |
| 1 | Poor | Response covers <u>one</u> of the areas listed |
| 0 | Unacceptable | Response does not cover any of the areas listed |

18% of the overall score

Section 9 – Contract Management – 10%

Question 9.1

Please demonstrate on one side of A4 and with reference to Clauses 13 and 14 of the Specification, how you will manage this contract successfully. The response should cover as a minimum:

- Progress Meetings
- Evidence based reports to be produced and issued
- Problem reporting and resolution, eg potential delays
- Channels of communication
- Forecasting spend and financial management

| Score | Score Standards | Specification |
|--------------|------------------------|---|
| 5 | Excellent | Response provided takes into account Clauses 13 and 14 of the specification and covers all the areas listed. |
| 4 | Good | Response provided takes into account Clauses 13 and 14 of the specification and only covers four the areas listed |
| 3 | Average | Response provided takes into account Clauses 13 and 14 of the specification and only covers three the areas listed |
| 2 | Below Average | Response provided takes into account Clauses 13 and 14 of the specification and only covers two the areas listed |
| 1 | Poor | Response provided takes into account Clauses 13 and 14 of the specification and only covers one the areas listed |
| 0 | Unacceptable | Response provided does not take into account Clauses 13 and 14 and/or does not cover any of the areas listed. |

10% of the overall score

Section 10 – Social Value – 16%

Question 10.1

With reference to the Social Values outline in Clause 5.2 of the Specification, please tell us, in no more than two sides of A4, how your proposal will contribute to these.

| Score | Score Standards | Specification |
|--------------|------------------------|---|
| 5 | Excellent | Response considers Clause 4 and addresses the 9 social value objectives listed in Clause 5.2 |
| 4 | Good | Response considers Clause 4 and addresses 7 or more of the social value objectives listed in Clause 5.2 |
| 3 | Average | Response considers Clause 4 and addresses 5 or more of the social value objectives listed in Clause 5.2 |
| 2 | Below Average | Response considers Clause 4 and addresses 3 or more of the social value objectives listed in Clause 5.2 |
| 1 | Poor | Response considers Clause 4 and addresses 1 or more social value objectives listed in Clause 5.2 |
| 0 | Unacceptable | Response does not consider Clause 4 and does not address the social value objectives listed in Clause 5.2 |

8% of the overall score

Question 10.2

Please tell us what proportion of your tender figure you expect to spend within the Barnsley Borough and how you will evidence this in no more than one side of A4.

| Score | Score Standards | Specification |
|-------|-----------------|--|
| 5 | Excellent | 80% or above of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this |
| 4 | Good | Between 70% and 79.99% of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this |
| 3 | Average | Between 60% and 69.99% of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this |
| 2 | Below Average | Between 50% and 59.99% of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this |
| 1 | Poor | Between 40% and 49.99% of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this |
| 0 | Unacceptable | Below 40% of the tender figure is to be spent within the Barnsley Borough and the suggested evidence will demonstrate this, or the suggested evidence put forward will not demonstrate spend levels |

8% of the overall score

ATTACHMENT A
PRICE/QUALITY EVALUATION SUMMARY

ATTACHMENT A

CREATING A CLEANER AND GREENER ENVIRONMENT

PRICE/QUALITY EVALUATION SUMMARY

| TENDERER | PRICE POINTS | PRICE SCORE X 30% (A) | TENDER QUESTIONNAIRE POINTS | INTERVIEW POINTS | TOTAL QUALITY POINTS | QUALITY SCORE X 70% (B) | TOTAL SCORE (A) + (B) | RANKING |
|------------|--------------|-----------------------|-----------------------------|------------------|----------------------|-------------------------|-----------------------|---------|
| Tenderer A | | | | | | | | |
| Tenderer B | | | | | | | | |
| Tenderer C | | | | | | | | |
| Tenderer D | | | | | | | | |
| Tenderer E | | | | | | | | |
| Tenderer F | | | | | | | | |

PRICE EVALUATION

SUMMARY OF PRICES

| | <u>PRICE</u> | <u>PRICE POINTS</u> | <u>EVALUATORS SIGNATURE</u> | <u>DATE</u> |
|------------------|--------------|---------------------|-----------------------------|-------------|
| Tenderer A | | | | |
| Tenderer B | | | | |
| Tenderer C | | | | |
| Tenderer D | | | | |
| Tenderer E | | | | |
| Tenderer F | | | | |

SECTION 3

**PRICING SCHEDULE, FORM OF TENDER
AND APPENDICES**

PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the **12 months + 12 months contract** duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.

2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

| Spend Type | Year One (Months 1-12) £ | |
|---|---|--|
| | | |
| Staff (employed) | | |
| Equipment/Materials | | |
| Accommodation/Storage | | |
| Supply Chain | | |
| Tipping Charges and Staff Associated with Tipping Requirement) | | <i>(Total to be carried to Form of Tender)</i> |
| Volunteer Expenses | | |
| (Insert as necessary) | | |
| Total | | £ |

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE:

1. Tenderers are required to distribute the Tender Breakdown into the Payment Profile (Years One and Two), which will be used (if accepted by the Council) by the successful Service Provider for their monthly invoices, refer to Price and Payment Clause 18 of the Contract, contained in Section 4.
2. The Payment Profile should be split into as many Activities/Tasks as deemed necessary by Tenderers, but must include those stated, if applicable.

| Month | MONTHS 1-12 | | | | | | | | | | | | TOTAL FOR MONTHS 1-12 £ |
|---|-------------|-------|-------|-------|-------|-------|-------|-------|-------|---------|---------|--------|-------------------------|
| | Sept 1 | Oct 2 | Nov 3 | Dec 4 | Jan 5 | Feb 6 | Mar 7 | Apr 8 | May 9 | June 10 | July 11 | Aug 12 | |
| | £ | £ | £ | £ | £ | £ | £ | £ | £ | £ | £ | £ | |
| Activity/Tasks | | | | | | | | | | | | | |
| PLan Delivery Ward Alliance 1 | | | | | | | | | | | | | |
| Plan Delivery Ward Alliance 2 | | | | | | | | | | | | | |
| Marketing & Engagement (Insert as necessary) | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Anticipated Monthly Payments | | | | | | | | | | | | | |

PRICING SCHEDULE (Cont'd)

PAYMENT PROFILE (Cont'd):

[Type text]
Dearne Clean and Tidy Service

BARNSELY METROPOLITAN BOROUGH COUNCIL

FORM OF TENDER

SERVICE: Dearne Clean and Tidy Service

SERVICE REF:

I/We, the undersigned, hereby offer and undertake to carry out the whole of the Services required to be done in the execution of the above mentioned Service, including the provision of all materials, tools and plant, implements and labour in accordance with the Services Specification Tender Documentation and to comply in all respects with the Barnsley Metropolitan Borough Council's Standing Orders with respect to Contracts for the sum of: (in words)

_____ (£ _____)

I/We confirm that I/We have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

I/We agree to the above tender being valid for 90 days

I/We understand that you are not bound to accept the lowest or any Tender received and that Barnsley Metropolitan Borough Council will not be responsible for any expense incurred in preparing this Tender

Dated this _____ day of _____ 2015 _____

Signed _____ on behalf of

Company, Firm etc _____

Address _____

Telephone No: _____ Fax No: _____

Witnessed by: (Signature) _____ (Name) _____

Address _____

[Type text]
Dearne Clean and Tidy Service

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 1

SUPPLY CHAIN LIST

Indicate below the Supply Chain you propose to use in delivering this service (if known):

Name of Firm (s)

Scope of Involvement

[Type text]

Dearne Clean and Tidy Service

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 2

SERVICE PROVIDER'S INSURANCE DETAILS

(a) General Details

Project:

Ref:

Contract sum = £

Service Provider's name:

address:

.....

.....

Amount of Public Liability Insurance required: £5,000,000

Amount of Employer's Liability Insurance required: £10,000,000

Amount of Professional Indemnity Insurance Require: N/A

Name and address of Insurance Broker:

.....

.....

.....

(b) Employer's Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

(c) Public Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

Does the policy contain an indemnity to principals (if not, this shall be obtained) YES/NO

Signed on behalf of the Service Provider's Insurance Company/Broker:
(Official Stamp if available)

Signed:

Company:

Date:

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 3

ANTI-COLLUSION CERTIFICATE – GOODS, WORKS AND SERVICES

TO: BARNSELY METROPOLITAN BOROUGH COUNCIL

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than Barnsley MBC the amount or approximate amount or Terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any local authority member, officer or other employee, or employee of NPS Barnsley Limited in connection with the award of this contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other local authority contract or tender.
6. We further certify that the principles described above have been or will be brought to the attention of all sub-contractors, suppliers and associated companies providing goods, services or works connected with the tender and any contract entered into with such contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

SIGNED* (1)

Status

SIGNED* (2)

Status

For and on behalf of

Date

*** Note: To be signed by the same signatories as the Form of Tender**

[Type text]
Dearne Clean and Tidy Service

SECTION 4

FORM OF CONTRACT

(When required by the Council, the successful Tenderer will execute a formal agreement with the Council on the attached Terms and Conditions)

AGREEMENT FOR THE PROVISION OF SERVICES

This **Agreement** is made with effect from <insert date> (the “**Effective Date**”)

BETWEEN: *Barnsley Metropolitan Borough Council*

(the “**Council**”)

AND: <Insert the provider> (the “**Service Provider**”)

together referred to as the “**Parties**” or individually a “**Party**”.

Term. This Agreement will commence (on the Effective Date) and will continue for one year extendable at the Councils sole discretion for a further one year, by giving the Service Provider not less than one month’s written notice prior to <insert the end date>. or terminated in accordance with Clause 7 of the Conditions (“**the Term**”).

Services. The services to be provided by the Service Provider to the Council shall be as set out in Schedule 1 (“**the Services**”).

Entire Agreement. This Agreement comprises:

- (i) This signature page
- (ii) The attached Conditions
- (iii) Schedule 1 – Service Specification *[to be inserted following tender exercise]*
- (iv) Schedule 2 – Services Fee *[to be inserted following tender exercise]*
- (v) Schedule 3 – Implementation Plan *[to be inserted following tender exercise]*

The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only be amended in writing in accordance with Clause 19 of the Conditions.

Signed on behalf of the **Council Provider**

Signed on behalf of the **Service**

Name:.....

Name:.....

Title:

Title:.....

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, save where otherwise specifically defined in this Agreement or unless the context otherwise requires the following expressions shall have the following meanings:

"Authorised Officer" means the person or persons for the time being appointed by the Council, as being authorised to administer the Contract on behalf of the Council or such person(s) as may be nominated by the Authorised Officer to act on its behalf.

"Contract Manager" means the person or persons for the time being appointed by the Service Provider in accordance with Clause 5.3.

"Nominated Officer" means the person nominated by each Party.

"Services Fee" means the fee(s) payable to the Service Provider by the Council under the Agreement for the full and proper performance by the Service Provider of the Services, as set out in Schedule 2.

"Service Users" means the users of the services that the Service Provider supplies in this Agreement.

"Service Specification" means the specification of Services including quality and quantity as set out in Schedule 1.

"Staff" means all Staff employed or engaged by the Service Provider (including consultants and agency personnel) in any activity related to or connected with the provision of the Services.

1.2 A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.

1.3 The headings in this Agreement shall not affect its interpretation.

1.4 References to clauses, sub-clauses and Schedules are to clauses, sub-clauses and schedules of this Agreement.

2. THE SERVICES

2.1 The Service Provider shall provide the Services as set out in the Service Specification Schedule 1 and in accordance with the terms of this Contract.

2.2 In providing the Services, the Service Provider shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of

the government of the United Kingdom or of the European Union.

3. SERVICE STANDARDS

3.1 The Service Provider shall deliver the Services in accordance with the Standards laid down in the Service Specification Schedule 1, the terms of this Contract and the terms of a Variation Notice, if any.

3.2 The Service Provider shall use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial good practice and best practice and standards in health and social care and/or industry for similar services.

3.3 The Service Provider shall comply in all respects to the standards and recommendations by the Authorised Officer.

3.4 The Service Provider shall provide all tools, plant, equipment, transport, fuel and other appliances required for the proper completion of the service.

3.4.1 The Service Provider shall ensure all tools, materials, plant and equipment used on the services will be used in a professional manner and will comply with all appropriate level and safety requirements

4. RIGHTS OF ACCESS AND INSPECTION

4.1 The Service Users shall gain access to the Services as set out in the Service Specification, Schedule 1.

4.2 The Service Provider shall allow officers of the Council access to the Service Provider's premises, records and Staff to enable the Council to ascertain that the Services are being provided in accordance with the Contract and any relevant statutory provisions. The Council reserves all rights to undertake unannounced visits to the Service Providers premises and/or sites where the Services are delivered where deemed necessary.

4.3 Both Parties will ensure that they will comply with the Health and Safety Act 1974 and all other applicable legal requirements and standards relating to the health and safety of those individuals performing the Services are met.

5. AUTHORISED OFFICER

5.1 The Council shall appoint an Authorised Officer to act on behalf of the Council for all purposes connected with the Contract. Details of that person are notified to the Service Provider.

5.2 The Council shall forthwith give notice in writing to the Service Provider of any change in the identity, address and telephone numbers of the person appointed as Authorised Officer. The Council shall use reasonable endeavours to give notice to the Service Provider before changing its Authorised Officer.

5.3 The Service Provider shall appoint a Contract Manager/s to act on behalf of the Service Provider for all purposes connected with the Services and this Contract. Details of the person must be notified to the Council.

5.4 The Service Provider shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Provider shall notify the Council before changing its Contract Manager/s.

6. SERVICE PROVIDER'S STAFF

6.1 The Service Provider shall employ sufficient properly trained, suitably qualified and experienced Staff, and shall ensure that such Staff have supplied proper prior employment references and shall further ensure that any specific requirements outlined in the Service Specification Schedule 1 are met.

6.2 The Service Provider's Staff employed in respect of the provision of the Services shall at all times exercise due care and diligence and respect, in the execution of their duties and the Service Provider shall ensure that such persons are fully, properly and sufficiently instructed and supervised with regard to the provision of the Services.

7. DISCLOSING AND BARRING SERVICE – (DBS)

7.1 The Disclosing and Barring Service ("DBS") is responsible for making barring decisions. The requirement for Disclosure and Barring Service (DBS) checks will continue.

7.2 In accordance with Clause 7.1:

7.2.1 The Service Provider under the Protection of Vulnerable Adults (PoVA) and Protection of Children (PoC) will now refer all new cases to DBS which has the responsibility of making any barring decisions;

7.2.2 the DBS shall automatically bar a person without a referral when they receive information from the police that the person has received a new conviction or caution for a specified serious offence and as a result the Service Provider warrants that a person barred under this Clause shall be removed from the provision of the Services under this Contract with immediate effect.

7.3 The Council under its duty to the DBS shall respond to requests from the DBS for further information already held by the Council in relation to the Service Provider's Staff and the Service Provider shall comply with such requirements as may be necessary.

7.4 The failure of the Service Provider to comply with this Clause 7 is deemed to be a criminal offence and as such the Service Provider shall familiarise itself with necessary updates on DBS currently published on <https://www.gov.uk/disclosure-barring-service-check>.

7.5 In addition to Clause 7.4, failure by the Service Provider to comply with this Clause 7 may lead to the immediate termination of this Contract at the Council's sole discretion.

7.6 The Service Provider shall, insofar as it is able by Law to require disclosure by applicants of all criminal convictions in recruitment and engagement of Staff:

7.6.1 Obtain a full employment history and satisfactory references for all applicants;

7.6.2 confirm the applicant's legal right to work in the UK;

7.6.3 not allow any member of Staff to commence employment prior to the receipt of a satisfactory Disclosure and Barring Service (DBS) checks as detailed in Clause 7.9 to 7.12 below;

7.6.4 notify the Council immediately if any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Service Provider (or any employee of a sub-contractor involved in the provision of the Services).

7.7 The Authorised Officer acting reasonably shall be entitled to require the Service Provider to remove immediately from the provision of the Services a named member of the Service Provider's Staff. The Service Provider shall have the right to make representations to the Authorised Officer concerning such person. After taking any representations into account, the Authorised Officer shall be entitled to confirm, revoke or vary his decision.

7.8 The Service Provider shall bear the cost of or costs arising from any Notice, instruction or decision of the Council under this Clause 7.

7.9 The Service Provider and their Staff will be required to undergo an enhanced DBS check before they will be allowed to start work. It is a criminal offence to employ a new member of Staff working with vulnerable adults if they are not registered with the DBS. All

such Staff will be required to be registered with the DBS and not be barred.

7.10 For this purpose the Rehabilitation of Offenders Act 1974 does not apply and the Service Provider and its Staff shall be required to disclose all convictions, cautions, reprimands and final warnings, including those that would be deemed as spent under the provisions of the Act. The Service Provider shall comply with any instruction issued by the Council that the Service Provider shall not use any particular employee in the performance of this Contract where the Council has information that the safety or comfort of Service Users may be affected.

7.11 The Service Provider shall ensure that no person who discloses any convictions, cautions, reprimands and final warnings, or who is found to have any convictions following the results of a DBS check, is employed or engaged by the Service Provider or on the Service Provider's behalf without informing the Council and ensuring a risk assessment has taken place.

7.12 The Service Provider shall ensure that the Council is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff (or any employee of a sub-contractor involved in the provision of the Services), receives a conviction, caution, reprimand and final warnings or whose previous convictions become known to the Service Provider.

8. SAFEGUARDING

8.1 The Provider to ensure they are compliant with the Safeguarding Adults Procedures for South Yorkshire and Safeguarding Child Protection Procedures for South Yorkshire in order to promote and safeguard the health and wellbeing of vulnerable adults/children in their care.

8.2 Service Provider should identify an appropriate Safeguarding Manager who will ensure that all staff employed by the Service Provider are appropriately trained in the recognition of adult abuse and child abuse and procedural reporting requirements.

8.3 Service Provider to ensure that Safeguarding training is implemented, monitored and evidenced by a training matrix to include all staff.

8.4 If there are any concerns regarding the safeguarding of a vulnerable adult then the Service Provider shall ensure that a safeguarding referral is sent to the Safeguarding Adult Protection Inbox (adultprotection@barnsley.gov.uk) within 24 hours.

8.5 Service Provider to adhere to all Safeguarding Adults procedural timeframes as outlined in the South Yorkshire Safeguarding Adults procedures.

8.6 If there are any concerns regarding the safeguarding of children then the provider shall ensure that a safeguarding referral is sent to the Safeguarding Children Inbox (safeguardingunit@barnsley.gov.uk) within 24 hours.

8.7 The Provider to adhere to all Safeguarding Children procedural timeframes as outlined in the South Yorkshire Child Protection procedures

8.8 Where necessary the provider shall make a decision as to whether a staff member is suspended while investigations into safeguarding adults and or safeguarding children concerns are made. Dependent upon the level of risk identified, and if the member of staff is not suspended then the provider should ensure safeguards are in place to maintain the welfare of a vulnerable victim.

9. PERFORMANCE MONITORING

9.1 The Service Provider shall comply with the Performance Monitoring arrangements as set out in the Service Specification Schedule 1.

10. COMPLIANCE

10.1 The Service Provider shall comply with and supply the Council with written evidence demonstrating how it meets its obligations to both Service Users and its employees/ volunteers in respect of the Sex Discrimination Act 1975; the Race Relations Act 1976; the Disability Discrimination Act 1995; the Race Relations (Amendment) Act 2000; Employment Equality (Age) Regulations 2003; Race Relations Act 1976 (Amendment) Regulation 2003; Civil Partnerships Act 2004; Gender Recognition Act 2004; Disability Discrimination (Amendment) Act 2004, and Carers (Equal Opportunities) Act 2004; Racial and Religious Hatred Act 2006; Equality Act 2006; Employment Equality (Age) Regulation 2006, Mental Capacity Act 2005, Deprivation of Liberties Safeguard 2009 (DOLS) in respect of Service provision and workforce matters.

11.2 The Service Provider shall co-operate fully with any Council initiative to raise awareness of the importance of Equality and Diversity including but not limited to ensuring that its Manager attends training events and conferences relating to Equality and Diversity when invited to do so in the expectation that information or knowledge

acquired at such events will be cascaded to or shared with Staff as part of their continued training and development.

10.3 The Service Provider shall co-operate fully with any Council process for monitoring the effective implementation of the Council's Equality and Diversity Policy as an integral part of a wider monitoring of Service provision including but not limited to an inspection of any records kept in relation to Staff training and associated workforce matters, and any records kept in relation to Service Users cared for or supported by the Service Provider within the requirements of the Data Protection Act 1998.

11. HUMAN RIGHTS

11.1 The Service Provider:

11.1.1 shall comply with the Human Rights Act 1998 (HRA) as if it were a 'Public Council' within the meaning of the legislation;

11.1.2 acknowledges that it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English Law by the HRA;

11.1.3 shall throughout the duration of this Agreement and at their own cost be subject to the same duty in respect of HRA in the same way as if they were the Council.

12. ENVIRONMENTAL REQUIREMENTS

12.1 The Service Provider shall operate and comply with and provide for the Council on request a comprehensive environmental policy, which shall include details on, but are not limited to Purchasing of Goods and Services, Transport and Travel, Energy Usage, Waste and Recycling, Printing and Environmental Action Plans.

12.2 The Provider shall hold a valid waste carriers licence.

12.3 The Provider shall comply with all statutory provisions with regard to chemical treatments including:

12.3.1 The Food and Environment Protection Act 1985, the control of Pesticides Regulations 1986 and such codes of practice as may be issued under the above Act.

12.3.2 The Health and Safety at Work etc. Act 1974 and such codes and guidance published by the Health and Safety Executive in furtherance of that Act.

12.3.3 The Poisons Act 1972 and the Poisonous Substances in Agriculture Regulations 1984.

12.3.4 The Control of Pollution Act 1974.

13. DATA PROTECTION ACT

13.1 Each Party, including its Staff, shall comply with the requirements of the Data Protection Act 1998 (the "DPA") in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of the DPA.

13.2 The Service Provider shall, in accordance with the DPA, be notified and shall advise the Authorised Officer of its notification reference on the Public Register of Data Controllers.

13.3 The Service Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in schedule 1 to the DPA; and:

13.3.1 provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;

13.3.2 immediately notify the Council of any breach of the security measures required to be put in place pursuant to this Clause 14; and

13.3.3 ensure that it does nothing knowingly or negligently, which places the Council in breach of the Council's obligations under the DPA.

13.4 The Service Provider agrees to indemnify the Council against all costs that the Council incurs as a result of the Service Provider's failure to comply with this Clause 13.

13.5 The Service Provider shall ensure that personal data is not transferred to a country or territory outside the European Economic Area without the prior written consent of the Council.

13.6 On termination of this Contract, the Service Provider shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Council.

13.7 The provision of this Clause 14 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

14. FREEDOM OF INFORMATION

14.1 The Service Provider recognises that the Council is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may

include matters relating to, arising out of or under this Contract in any way.

14.2 The Service Provider will assist the Council to enable the Council to comply with its obligations under the Freedom of Information Act 2000 or other applicable legislation governing access to information. In particular, it acknowledges that the Council is entitled to any and all information relating to the performance of this Contract. In the event that the Council receives a request for information under the Freedom of Information Act 2000 or any other applicable legislation governing access to information, and requires the Service Providers assistance in obtaining the information that is the subject of such request or otherwise, the Service Provider will respond to any such request for assistance from the Council at its own cost and promptly and in any event within 10 days of receiving the Council request.

14.3 In the event that the Council receives a request for information relating to this Contract under the Freedom of Information Act 2000 or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the Freedom of Information Act 2000 or other applicable legislation governing access to information, save that in relation to any such information that is exempted or excepted information, the Council shall use reasonable endeavours to consult the Service Provider as soon as reasonably practicable and shall not:

14.3.1 confirm or deny that the information in question is held by the Council, or

14.3.2 disclose the information requested, to the extent that in the Council's sole opinion (including on any question where relevant of the public interest) (having taken into account the views of the Service Provider) an exemption or exception should be applied in accordance with the relevant section of the Freedom of Information Act 2000 or the Environmental Information Regulations in the circumstances.

15. TRANSPARENCY

15.1 The parties acknowledge that, notwithstanding any provisions to the contrary, the text of this Contract, and any Schedules to this Contract, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

15.2 Notwithstanding any other term of this Contract, the Service Provider hereby gives its

consent for the Council to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council agrees.

16. REPUTATION OF THE COUNCIL AND PUBLIC SERVICE CONSIDERATIONS

16.1 The Service Provider shall not, and shall use its reasonable endeavours to procure that its Staff shall not, knowingly do or omit to do anything in relation to this Contract or their other activities which may bring the standing or reputation of the Council into disrepute or attract adverse publicity to the Council.

17. PRICE AND PAYMENT

17.1 The Council shall pay to the Service Provider the Services Fee within 30 (thirty) days of receipt of a valid invoice ("the Due Date") submitted by the Service Provider in accordance with Schedule 2 hereof.

17.2 The Services Fee shall be exclusive of VAT which shall be payable, if applicable, by the Council in addition to such Services Fee upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

17.3 If payment is not made by the Due Date, in addition to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, the Service Provider may cancel and/or suspend the Services unless the Council upon receiving written notice immediately pays.

17.4 All rights of set off or deduction are hereby retained by the Councils.

18. VARIATIONS

18.1 In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by the Parties Nominated Officers.

18.2 Any variations agreed by the Parties shall be in writing and signed by the Parties Nominated Officers.

19. SUSPENSION OF THE SERVICE

19.1 If the Council considers that the Service Provider is or may be in breach of its obligations under this Contract and as such the Council determines that this poses potential risks to Service Users, the Council shall have the right to suspend the Services wholly or in part, until any investigations are successfully concluded and in exercising this right, it shall not jeopardise in any way all other rights and remedies available to it.

19.2 Following a period of suspension as referred to above, the Council may as a result of any investigation:

19.2.1 terminate the Contract in accordance with Clause 21 below.

19.2.2 notify the Service Provider to resume the provision of the Services.

20. TERMINATION

20.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 3 (three) months' notice of termination.

20.2 Subject to both Parties' compliance with Clause 20.1 above either Party shall be entitled to terminate the Agreement without liability to the other Party (the Defaulting Party") by giving notice to the Defaulting Party at any time if the Defaulting Party commits a material breach of the Agreement, which in the case of a breach which is capable of remedy shall not have been remedied or substantive steps taken to remedy such breach within 30 (thirty) days from the date of receipt by the Defaulting Party of a notice from the other Party identifying the breach and requiring its remedy.

20.3 On termination of this agreement the Contractor shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Service Providers [Authorised Representative] shall certify full compliance with this clause.

21. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

21.1 Subject to Clause 14, all written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.

21.2 Each Party shall use all reasonable endeavours to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.

21.3 Upon written request of the Disclosing Party or expiration or termination of this Agreement the Receiving Party will return to the Disclosing Party all Confidential Information not previously returned.

21.4 The obligations contained in this Clause 22 shall survive termination of this Agreement by ten (10) years.

21.5 Information shall not be considered as Confidential Information where it is:

21.5.1 already in the public domain other than through default of the Receiving Party;

21.5.2 already in the Receiving Party's possession with no obligation of confidentiality; or

21.5.3 independently developed by the Receiving Party without reference to the Confidential Information.

21.6 Any samples, plans, drawings or information relating to the Services supplied to or specifically produced by one Party for the other, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Agreement.

22. INDEMNITY AND INSURANCE

22.1 The Service Provider shall indemnify and keep indemnified the Council against any loss damage or liability suffered or incurred by the Council which arises directly or indirectly from the performance (including imperfect or attempted performance or non-performance) by the Service Provider of its obligations under this Contract.

22.2 The Service Provider shall effect and maintain with a reputable insurance company the following minimum insurance cover:

| | |
|----------------------|---|
| Employer's liability | £10,000,000 in respect of any one claim |
| Public liability | £5,000,000 in respect of any one claim |

22.3 The Service Provider shall upon request by the Council and to the satisfaction of the Council produce written proof of such insurance and of the renewal of such insurance.

22.4 The Service Provider shall hold adequate insurance for all vehicles used by the Service Provider and ensure that any Staff using their motor vehicles to carry Service Users and/or Carers have valid business insurance on their motor vehicles and shall produce a copy of each certificate to the Authorised Officer if requested to do so provided that if the Council requests this information more often than once a year the Council shall meet the Service Provider's reasonable cost of production.

23. FORCE MAJEURE

23.1 Neither Party shall be in breach of the Agreement if there is any total or partial failure of performance by it of its duties and obligations under the Agreement occasioned by an event of force majeure ("Force Majeure") including by way of illustration and not

exclusively; any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of third parties of whatever nature and any other reason beyond its control.

23.2 A Party's obligations under the Agreement shall be suspended during the period for which the reason described in Clause 23.1 continues and as soon as it is reasonably practicable after the said reason ceases to exist that Party shall give written advice to the other Party of that fact. If such reason continues for a period of more than 60 (sixty) days either Party shall have the right to terminate the Agreement upon giving 14 (fourteen) days' notice of termination to the other Party.

24. NOMINATED OFFICERS

24.1 As of the Effective Date, the persons or their deputies nominated by the Parties to monitor performance of the Service, to agree variations, payments and receive notices hereunder are:

For the Council:
Name: <insert name>

Address: Barnsley Metropolitan Borough Council
.....
.....

Tel: *Insert*
Email: *Insert*

For the Service Provider:
Name: <insert name>

Address:

Tel:
Email:

24.2 Either Party may change its Nominated Officer by giving reasonable notice hereunder.

25. INFORMATION AND MONITORING

25.1 The Nominated Officers shall meet formally at intervals not exceeding every 1 (one) month from the Effective Date to consider any issues arising from the operation and performance of the Agreement.

25.2 The Service Provider shall throughout the Term, permit the Council's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Provider in connection with this Agreement provided that the Council shall have given the

Service Provider two (2) Normal Working Days prior written notice.

25.3 If, at any time during the Term, either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.

25.4 The Provider shall on reasonable notice comply with all written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:

25.4.1 Entry to the Providers premises at any reasonable time for the purpose of inspecting the provision of the Services; and

25.4.2 information used, generated or provided under the Services, and the Provider shall give all such assistance and provide all such information and facilities as the Permitted Third Parties may reasonably require.

26. NOTICES

26.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent:

- 27.1.1 By hand; or
- 27.1.2 by first class post; or
- 27.1.3 by registered post; or
- 27.1.4 by facsimile or e-mail, (the electronic media)

to a Party at the addresses or relevant telecommunications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.

26.2 Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days following the date of despatch of the notice or other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

27 GENERAL

27.1 This Agreement is personal to the Service Provider and the Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement nor shall it sub-contract any of its rights or obligations unless that sub-contracting be with the prior written consent of the Council, such consent not to be unreasonably withheld.

27.2 The rights and remedies of either Party in respect of this Agreement shall not be

diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is agreed by both Parties in writing.

27.3 The termination of this Agreement for any reason shall be without prejudice to any rights or obligations which shall have accrued or become due between the Parties prior to the date of termination.

27.4 The termination of this Agreement for any reason shall not affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

27.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the he provision in question shall not be affected thereby.

27.6 Nothing in this agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

28. REMEDIES FOR NON-PERFORMANCE

28.1 In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:

28.1.1 Where one Party considers that the other Party has not performed its obligations under the Agreement, that Party may request a meeting with the other Party by giving (two) weeks' notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for the provision and receipt of the particular Services which have been under performed.

28.1.2 Following such meeting, the Party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other Party.

28.2 Where the Party requesting such meeting is not reasonably satisfied that the other Party's non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance

with Clause 29 or to termination of the Agreement in accordance with Clause 20.

29. DISPUTE RESOLUTION PROCEDURE

29.1 Where a Party agrees to resolve any dispute which arises out of this Agreement ("Dispute") by negotiation, then each Party is to be represented by a person who:

29.1.1 Is a director or person of equivalent status with a Party, and

29.1.2 has had no direct day-to-day involvement in the relevant matter to settle the Dispute.

29.2 If the Parties are unable to settle any Dispute by negotiation under Clause 29.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.

29.3 If, after Mediation, the Dispute remains unresolved between the Parties the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.

29.4 Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in Clause 28, continue to carry out their obligations in accordance with this Agreement.

30. NON-SOLICITATION

30.1 During the Term and for a period of 2 (two) years after termination, neither Party shall solicit any employee engaged in the provision of the Services, including in the case of the Service Provider, its Staff, without the other Party's prior written consent.

31. APPLICABLE LAW

31.1 This Agreement shall be governed and construed according to English Law.

31.2 A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

32. SUB-CONTRACTING AND ASSIGNMENT

32.1 Subject to clause 32.3, neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Service Provider sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent

of the Authority [, such consent not to be unreasonably withheld].

32.2 In the event that the Service Provider enters into any Sub-Contract in connection with this agreement it shall:

(a) remain responsible to the Council for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

(b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and

(c) provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.

32.3 The Council shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

33 AUDIT

33.1 During the Term and for a period of [two] years after the Termination Date, the Council may conduct or be subject to an audit for the following purposes:

(a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services [at the level of detail agreed in the Pricing Schedule (Payment)];

(b) to review the integrity, confidentiality and security of any data relating to the Council or any service users;

(c) to review the Service Providers compliance with the DPA, the FOIA, in accordance with clause 13 (Data Protection) and clause 14 (Freedom of Information) and any other legislation applicable to the Services;

(d) to review the [Service Provider's] compliance with its obligations under clauses

(e) to review any records created [during the provision of the Services];

(f) to review any books of account kept by the Contractor in connection with the provision of the Services;

(g) to carry out the audit and certification of the Council's accounts;

(h) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;

(i) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

33.2 Except where an audit is imposed on the Council by a regulatory body, the Council may not conduct an audit under this clause 33 more than [twice] in any calendar year.

33.3 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

33.4 Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

(a) all information requested by the above persons within the permitted scope of the audit;

(b) reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

(c) access to the Service Providers Personnel.

33.5 The Council shall endeavour to (but is not obliged to) provide at least [15] days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

33.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Contractor in which case the Contractor shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.

33.7 If an audit identifies that:

(a) the Service Provider has failed to perform its obligations under this agreement in any material manner; the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Council about the Charges, proposed Charges or the Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information;

(b) the Council has overpaid any Charges, the Service Provider shall pay to the Council the amount overpaid within [20] days. The Council may deduct the relevant amount from the Charges if the Service Provider fails to make this payment; and

(c) the Council has underpaid any Charges, the Council shall pay to the Service Provider the amount of the under-payment [less the cost of audit incurred by the Council if this was due to a default by the Service Provider in relation to invoicing] within [20] days.

APPENDIX B – REFERENCE TEMPLATE

APPENDIX B – REFERENCE TEMPLATE



PROJECT REF:

Dearne clean and tidy service

ADVERTISING AND SELECTION OF TENDERERS – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES

| OBTAINED FROM | | | |
|---------------|--|--------|--|
| Name | | Date | |
| Company | | Tel No | |
| Email | | Fax No | |

The supplier that you are providing a reference for has confirmed that the project to be detailed below relates to one of the following areas, please tick the criteria which your scheme covers

| AREAS/CRITERIA | Please Tick (✓) |
|--|-----------------|
| <ul style="list-style-type: none"> • Delivering (environmental work) which included the engagement of volunteers. | |

| 1 – PROJECT DETAILS | |
|--|--|
| Supplier | |
| Project Title | |
| Project Description (<i>brief details</i>) | |
| Completion Date/Contract period | |
| General Comments | |

Please complete all questions by placing a tick in the appropriate box. If any boxes are left blank, a score of zero will be given to that question.

| 2 – PROJECT PERFORMANCE | Excellent | Good | | | Average | | | Acceptable | | | Unacceptable | N/A |
|---|-----------|------|---|---|---------|---|---|------------|---|---|--------------|-----|
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | |
| Technical competence | | | | | | | | | | | | |
| Project organisation, resources and supervision | | | | | | | | | | | | |
| Response to Client’s Instructions | | | | | | | | | | | | |

ADVERTISING AND SELECTION OF TENDERERS – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES

| 2 – PROJECT PERFORMANCE | Excellent | Good | | | Average | | | Acceptable | | | Unacceptable | N/A |
|--|-----------|------|---|---|---------|---|---|------------|---|---|--------------|-----|
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | |
| Management of Sub-Suppliers | | | | | | | | | | | | |
| Consideration for Public | | | | | | | | | | | | |
| Compliance with performance criteria specified in the contract | | | | | | | | | | | | |
| Standard of compliance with 'Health and Safety' | | | | | | | | | | | | |
| Degree of co-operation in contract monitoring | | | | | | | | | | | | |
| Submission of financial invoices/ accounts | | | | | | | | | | | | |
| Communication with Stakeholder | | | | | | | | | | | | |
| Standard of administration | | | | | | | | | | | | |

| 3 – PROJECT SATISFACTION | Excellent | Good | | | Average | | | Acceptable | | | Unacceptable | N/A |
|------------------------------------|-----------|------|---|---|---------|---|---|------------|---|---|--------------|-----|
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | |
| Quality of service | | | | | | | | | | | | |
| Ability to meet completion dates | | | | | | | | | | | | |
| Total (for office use only) | | | | | | | | | | | | |

Referee Signature:

Print Name: Date:

Please send completed via e-mail copy to: procurement.barnsley@nps.co.uk

