

**BARNSELY METROPOLITAN
BOROUGH COUNCIL**



**PROJECT REF: South Area Council –
Advice Services**

DATE: 27/02/2017

RETURN DATE: 20/03/2017 @ 12pm

TENDER DOCUMENTATION

**Executive Director
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Directorate
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SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

SECTION 1

PROJECT OVERVIEW AND SCOPE OF SERVICE

1. INTRODUCTION

The South Area Council (comprising Darfield, Hoyland Milton, Rockingham and Wombwell wards) wants to recommission its highly successful and well used information and advice services, which have been delivered in a range of community venues across the South Area since June 2014.

Based on strong evidence of continuing local need, the provider/s will need to continue to offer the full range of welfare rights and advice services for local people as outlined in detail in Section 6. The appointed provider/s must demonstrate high levels of skill and experience in delivering the following face to face information and advice services to a universal locally based client group:

- Helping local people to maximise their income through claiming of the full range of in- work, out of work and disability related benefits and pensions
- Supporting local people with a range of issues including unmanageable debt, housing and homelessness, employment, legal and relationship problems
- Supporting local people to cope with the challenges of continuing welfare reform and the impacts of austerity
- Full referral and signposting to a range of specialist and/or other local services where appropriate
- Active ongoing promotion of the services offered to the wider community through networking with community groups and partner organisations and through the use of social media, particularly where certain groups are not using the service offered
- Provision of regular information briefings for practitioners and community groups regarding major changes in policy or welfare delivery – for example, the move to introduce Universal Credit for all new claimants.

For full details of the services required, please refer to point 6 within this section.

Working alongside the South Area Council Manager who will manage the contract, the provider/s will ensure that the services offered in the South Area fully align with and complement the borough-wide universal services offered by Barnsley Citizens Advice Bureau and the BMBC Welfare Rights Service and newly established Public Service Hubs.

In developing and delivering this service, the providers should ensure that they are contributing to the Council's Corporate Priorities and outcome statements, as outlined in Section 1, Point 4 of this specification.

The service delivered will be required to demonstrate high levels of social value through contributing to building the resilience and self-reliance of individuals to manage their own lives and the challenges they are faced with, as outlined in Section 5.

2. BACKGROUND AND CONTEXT

The initial need for locally based advice and information services was first identified by the South Area Council in 2013, when it became apparent from ward based data showed a huge increase in the demand for borough-wide welfare rights and citizen's advice amongst people living in the South Area. Further investigation showed that this was due to a number of changing factors, including:

- An increase in unemployment and under-employment across the Area leaving larger number of people reliant on particularly in-work benefits
- The migration of clients from Incapacity Benefit to Employment Support Allowance and from Disability Living Allowance to Personal Independence Payments.
- The introduction of the 'Bedroom Tax'
- The move to housing payments made monthly direct to tenants
- The need for those on Housing Benefit (80% of who are in low paid work nationally) to contribute towards their housing and Council Tax costs
- A massive increase in those having their benefits sanctioned

This has led to a number of issues, including:

- A growing number of housing related enquiries around the risk of homelessness.
- A continued growth in clients seeking help with unmanageable levels of debt,
- Increasing numbers of clients with poor money management skills combined with a lack of resources within support organisations to offer support early on to prevent people reaching crisis point
- The unknown impact of the introduction of Universal Credit and a move to all applications for in and out of work benefits (including pension related) to be completed online, as well as the continuing impact of direct housing payments to tenants.

Evidence of issues within the South Area:

These national and borough-wide issues are heavily reflected in the statistics from the existing South Area Council contract delivered by Barnsley Citizen's Advice Bureau and BMBC Welfare Rights Service, which found that in the 2 years from June 2014-16:

- 39 individuals required urgent help in order to keep their homes
- Local people presented with £1,449,000 of debt which they could no longer manage and which required the negotiation of a formal financial settlement
- Local people were supported to £1,581,000 of largely in-work and health related benefits to which they did not know they were entitled

- Over 200 people required help from either the Credit Union or money management support in order to budget more effectively
- Over 700 specialist referrals were required to help with the issues presented by local people, including solicitors, homeless organisations & housing providers, domestic violence support, drug and alcohol support and a range of benefit agencies

The combined impact of these issues requires the delivery of specialist services which:

- Provide universal access to good quality welfare rights and advice support delivered in appropriate community venues.

The provider/s should be skilled and experienced in all areas of information and advice outlined in Sections 1 and 2 of this specification, but should be able to demonstrate particularly high levels of expertise in the following areas, which have continued to be the highest areas of demand throughout the initial contract period 2014-17:

- Support to claim in-work benefits and associated benefits for those in low paid and/or part time work, including support to claim as a result of changes in personal circumstances
- Support to claim disability benefits and to manage the challenges presented by the reassessment processes associated with ESA, PIP etc.
- Support to those presenting with unmanageable debt and the negotiation of formal financial settlements with a range of creditors
- Support people to feel that they have choice over the decisions they make, and provides access to support with money management training and/or Credit Union facilities where needed
- Provide signposting and referral to a wide range of local and boroughwide support services, ranging from specialist advice (for example, Macmillan Advisers, SISWO support or jobsearch help) to other support provision (for example, Food Banks, support from local groups) where required
- Help to identify gaps in provision and work actively with the South Area Council to look at ways to tackle this
- Provide information in a range of accessible formats, including online, face to face, printed information
- Offer a range of support from intensive face-to-face for the most vulnerable clients through to the encouragement of self-help or partial self-help for those able to help themselves

3. STRATEGIC VISION AND VALUES

In its Corporate Plan for 2017 – 20, Barnsley Council has identified its overall vision as:

“Working together for a brighter future, a better Barnsley”

As an organisation, our values are:

We're A Team:

- 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're Honest:

- 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

We'll Be Excellent:

- 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

We're Proud:

- 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

4.0 COUNCIL PRIORITIES AND OUTCOME STATEMENTS

The advice services delivered should work to support the delivery of the BMBC Corporate Priorities outlined below. In addition, the services should contribute actively to the outcomes of the 2017/18 Stronger Communities Business Plan outlined at section 4.1.

<p>BMBC Corporate Priorities and outcome statements <i>In developing and delivering this service, the provider should ensure that it is contributing to the Council's Corporate priorities and outcome statements as outlined below.</i></p>	
<p>Thriving and Vibrant Economy</p>	<ul style="list-style-type: none"> • Create more & better jobs and good business growth • Increase skills to get more people working • Develop a vibrant town centre • Strengthen our visitor economy • Create more & better housing
<p>People Achieving Their Potential</p>	<ul style="list-style-type: none"> • Every child attends a good school and is successful in learning & work • Reducing demand through improving access to early help • Children & adults are safe from harm • People are healthier, happier, independent & active
<p>Strong & Resilient Communities</p>	<ul style="list-style-type: none"> • People volunteering & contributing towards stronger communities • Protecting the borough for future generations • Customers can contact us more easily and use more services online

4.1 The service should actively contribute to the following Stronger Communities Service outcomes:

Stronger Communities Service outcomes for 2017/18	
Thriving and Vibrant Economy	<ul style="list-style-type: none"> • Area Commissioning arrangements with strong social value principles • Aim to ensure the funding remains in Barnsley • Strengthening the volcom sector to be able to attract more external funding • Commissioning initiatives specifically to support the economy • Recognising the financial value of volunteering & the economic capital of volunteering • Leading the Principal Towns programme of investment
People Achieving Their Potential	<ul style="list-style-type: none"> • Enable community capacity building and a greater voice for citizens • Volunteering as a route to achieving individual potential • Parks and open spaces to provide a proven health benefit for individuals and communities • Providing training and support for our volunteers
Strong & Resilient Communities	<ul style="list-style-type: none"> • Work together as partners with communities to share leadership for building stronger, more able & more resilient communities • Work together alongside residents & communities, recognising & building on their strengths & contributions, to inform as well as deliver our services

	<ul style="list-style-type: none"> • Play our part in seeking out & developing new relationships, and working together to strengthen & develop the sector • Work in partnership to manage & maintain our green spaces and facilities
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5. SPECIFIC AIMS AND OBJECTIVES OF THE SERVICE

The South Area Council currently has four local priorities, against which it commissions a range of interventions and projects. These are:

- Access to locally available and accessible information, advice & guidance
- A thriving local economy
- Supporting opportunities for young people
- Improving the Local Environment

As part of its priorities around improving access to information and advice and a thriving local economy, the Area Council chose to tackle the issues around debt and lack of financial support identified in Section 1 Point 2.

As such, this contract seeks a provider/s to contribute to:

- a) the reduction of poverty in the South Area and
- b) the increase in mental and physical wellbeing in the South Area

by supporting people to:

- Maximise the in and out of work benefits they are entitled to
- Manage their debts more effectively Access other specialist help they may need to manage the issues they have
- Access help to find work and/or training
- Access help around more effective money management, to avoid falling back into a spiral of repeated debt
- Find out more about the help available to them locally and borough-wide
- Learn how to help themselves and become more resilient in the future

Ensure that people in the South Area are getting the maximum usage from help and support available locally and borough-wide by:

- Referral and signposting to encourage people to take up all available help
- Working with local organisations and community groups (including the 3 South Neighbourhood Networks and their Ward Alliances) to ensure that the contracted information and advice services and its partner support organisations are appropriately and strongly promoted across the Area

Social Value objectives:

Under this contract the provider/s will be required to actively contribute to the achievement of specific social value objectives. These include:

- Recruitment and deployment of volunteers where appropriate
- Promotion of employment, education & training opportunities within the Area
- Use of local VCS organisations and groups
- Contribution to the development of strong community networks
- The promotion of community and individual self help and the growth of resilience
- Local spend wherever possible

6. THE SERVICE/ACTIVITIES TO BE DELIVERED

The contracted service will use a range of local venues to provide the full range of advice and information outlined in this specification to local people across the South Area, by offering:

- The full range of Welfare Rights issues, including encouraging the full maximising of in and out of work benefit claims
- Information and advice around the impact of Welfare Reforms, including support and/or representation at appeals and tribunals
- Debt counselling and the agreement of formal financial settlements with creditors
- Issues related to health, employment, education, travel etc.
- Housing related issues, including support to avoid homelessness
- Financial, consumer/utilities and legal issues
- Signposting and referral to other specialist provision, including specialist support, training, employability/job-search, Credit Union & money management

This will require the employment of staff to continue to provide a fully qualified and experienced outreach team to be deployed across the South Area, offering a series of regular 'slots' of face-to-face advice delivered in easily accessible buildings across each ward. Use of these buildings has already been negotiated and will not need to be done by the provider/s,

The provider must deliver **at least one day per week face-to-face service to each ward** within the Area, although this may be altered during the lifetime of the contract in response to evidenced change in local need.

This delivery should comprise **at least one half day per week per ward of Welfare Rights advice and at least one half day per week per ward of Advice work**. This must include **at least one weekly twilight/evening session** to enable access to those in full time work, although this can be delivered in one of the wards only.

The service should continue to be offered in the same venues and at the same times as delivered by the existing contract (see Appendix for the existing service schedule) and provider/s will need to clearly state reasons for any alterations, since these sessions are already well known and widely promoted throughout the South Area.

In addition to the required services listed above, the South Area Council would welcome the introduction of additional formats for work with clients (for example, webchat, use of social media, using volunteers, check and send methodologies) although this should not be offered as a replacement for the face-to-face service outlined above.

All staff used for the delivery of this contract should have a minimum of three years' paid experience in either welfare rights or advice related work which covers the range of issues listed above. They must also be provided with regular specialist supervision, which could be provided either by the employing organisation or 'bought in' by a suitable third party organisation where this is not possible.

Target Groups

Residents of all ages who live within the Darfield, Hoyland Milton, Rockingham and Wombwell wards who require the advice and support offered by this contract.

However, the evidence base suggests that although the service offered will be universal, the following target groups are disproportionately more likely to require the services offered:

- People in low paid and/or part time work who are reliant on in-work benefits
- People with mental and physical health problems and/or disabilities
- Older people who are dependent on a state pension but who often do not claim additional related benefits to which they are entitled
- People whose vulnerability would make it unlikely that they could resolve the issues they face without help

Equality Impacts

The successful 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.

7. PERFORMANCE MEASURES/OUTPUTS

<i>(Output)</i>	<i>Annual Target if set</i>
Number of unique individuals from South Area seen	950
Number of individual clients seen by ward	Minimum of 15% of clients seen from each of the 4 wards
Number of appeals and mandatory reconsiderations supported	25
Overall benefit gain in £	£520,000
Number of financial/debt settlements negotiated	100
Amount of debt managed in £	£750,000
Numbers referred to Credit Union and/or money management support	150
Numbers referred to other specialist provision & organisations used	400
Number of clients where homelessness averted	25
Number of clients with declared mental health issues	N/A
Number of clients with declared physical health issues	N/A
Number of clients supported to avoid employment or other tribunal	N/A
Number of clients helped to claim: <ul style="list-style-type: none"> - In work benefits - Disability or health related benefits - Out of work benefits - Other 	N/A
Number of clients enabled to self- help in order to reduce repeat demand	N/A
Number of clients enabled to partially self-help [for example, through a Check & Send service or similar approaches]	N/A
Number of community networking plans produced & implemented	1 joint plan to be produced per quarter
Number of organisations and groups networked with for referral, signposting or takeup purposes	50
Client satisfaction survey undertaken	10% random sample of all clients seen
Local spend achieved	90%
<i>(Activity/Action)</i>	<i>(By When)</i>
Approval of tender specification by South Area Council	24/02/17
Tender specification advertised on Yortender	27/02/17
Contract awarded	27/04/17
Contract commences	01/07/17
Quarter 1 report Jul – Sept 17 submitted	09/10/17
Quarter 2 report Oct – Dec 17 submitted	09/01/18
Quarter 3 report Jan – Mar 18 submitted	09/04/18

Quarter 4 report April – June 18 submitted	09/07/18
Quarter 5 report Jul – Sept 18 submitted	09/10/18
Quarter 6 report Oct – Dec 18 submitted	09/01/19
Quarter 7 report Jan – Mar 19 submitted	09/04/19
Quarter 8 report April – June 19 submitted	09/07/19
End of Project Report submitted	09/08/19

8. PROCUREMENT PROGRAMME

The intended timetable is:

Tender approved by South Area Council	24 th February 2017
Tender advertised	27 th February 2017
Deadline for clarification questions	13 th March 2017
Tender applications to be returned	20 th March 2017
Evaluation	21 st – 24 th March 2017
Standstill period	6 th April 2017
Contract awarded	7 th April 2017
Service contracts begin	1 st July 2017

12. CONTRACT VALUE AND CONTRACT DURATION

The estimated cost of this service is £150,000 over a 2 year period (£75,000 per annum) subject to the provider achieving the outputs and monitoring requirements outlined in Section 7.

This figure to be broken down:

- £74,000 per annum (£148,000 over 2 years) for the employment of staff to provide service delivery exclusively to this contract. The staff team employed on this contract must be fully qualified and able to demonstrate skills in advice work and in generic welfare rights advice, as outlined in Section 5..
- A figure of £2,000 over 2 years (£1,000 per annum) to cover promotional and venue costs to support the delivery of advice services.
- Costs for venues will not be provided because the appointed provider/s would be required to use the following community venues which are already in use by the existing local advice service provision and are well known to the local community:

Wombwell Library
Darfield Children's Centre
Hoyland Centre

13. CONTRACT TERMS AND CONDITIONS

A copy of the proposed Form of Contract for the service is included at Section 4. Please note that each service will be contracted on an individual basis but the Terms and Conditions will be the same.

14. CONTRACT MONITORING AND RECORDING REQUIREMENTS

The successful provider/s will be expected to demonstrate the effectiveness of the service in terms of delivering the agreed outcomes, outcome measures and outputs outlined in Point 7 of this section. There is a key requirement of the provider/s to:

- 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 (group, individual or illustrating good practice/innovative work).
- Establish compatible systems to ensure effective management and performance management of the service. Information systems must comply with the requirements of the Data Protection Act.
- Attend quarterly meetings with the Contract manager to discuss the quarterly report and provide additional information or clarification if required.
- An end of year report to be submitted at the end of the first year (see milestones in Section 1, Point 7)
- An end of Project report and lessons learned to be submitted within 2 months of the project's completion (see milestones in Section 1, Point 7)
- If the service is delivered by multiple providers working together, it is expected that the providers will work together to provide all monitoring information jointly.

15. QUALITY STANDARDS

- The provider of this service has a legal obligation to adhere to all equality legislation. The provider must produce their policy relating to race, gender, disability, religion or belief, sexual orientation and age. This policy should include the reporting mechanism for any adverse events which would constitute a deviation. Any and all adverse events should be reported to the Area Service Manager.
- Robust Policies and procedures are to be put in place to ensure Safeguarding of all adults, data protection and Information Governance.

The provider will ensure that:

- All staff are equipped with appropriate training, staff development and supervision
- All staff employed or engaged by the Provider are informed and are aware of the standard of performance that they are required to provide and are able to meet that standard.
- All staff employed or engaged by the Provider must be registered with the appropriate professional body where applicable
- The adherence of the 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 Provider are 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 Provider from setting higher quality standards than those laid down in the Contract.

Additionally:

- The provider will have a robust system for monitoring complaints and suggestions; feedback from service users will inform service delivery
- The provider will submit reports summarising any complaints, investigations and remedial actions

SEE ALSO CONTRACT TERMS AND CONDITIONS

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:

12pm ON 20/03/2017

- 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

Section 5 – TUPE information

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 – Providers Insurance

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

2. INSTRUCTIONS FOR TENDERING

- 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 (**20/03/2017** at 12pm) 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.

TUPE

- 2.13 The Council considers that in the event of this contract being awarded other than to the present service providers then the terms of the European Acquired Rights Directive (Number 2001/23) and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply.

In the event that TUPE does apply, upon which the tenderers must reach their own view, tenderers should take into account the following requirements which would then arise:

- 2.14 You are advised to seek independent professional advice as to the application and the effects of the Directive and/or the Regulations on your organisation should you be in the position of being a successful tenderer.
- The need to consult with recognised trade unions or other professional associations.
 - the need to maintain existing rates of pay and conditions of employment of employees; and

- the need for a successful tenderer to accept liability in respect of claims for redundancy payments, unfair dismissal and all other claims related to previous employees.

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 priced submissions will be separately evaluated as part of the tender evaluation.

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.

3.4 TENDER EVALUATION

The tender price submission will be independently evaluated by the evaluation team; the lowest acceptable price will be awarded 10 points. All submissions will use the formula $\text{lowest lot price} / \text{individual lot price} * 10$ which will score out of 10. The price will then be proportioned to 100% of the section for pricing then multiplied by 0.3 to proportion to 30% of the overall marks.

3.5 Tender Quality Evaluation

The tender quality evaluation comprises a three stage process:

- Stage One – Supplier Questionnaire
- Stage Two – Technical Capacity (Qualitative Questions)
- Stage Three – Pricing Schedule

3.6 Overall Price/Quality Evaluation Score

The tender price submission will be independently evaluated by the evaluation team; the lowest acceptable price will be awarded 10 points. All submissions will use the formula lowest lot price / individual lot price * 10 which will score out of 10.

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.

Scoring will be to two decimal points.

Price is 30% of the overall tender score.

The remaining 70% of the overall tender score will be based on an evaluation of quality.

The Council will evaluate Tenders on a Price/Quality basis. A Price: Quality ratio of **70: 30** 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.

The Evaluation Panel will first mark questions 1, 2 & 3 of Section 9 in Stage 2.

Tenderers must achieve a score 3 or more for questions 1, 2 & 3 of Section 9 in Stage 2.

Tenderers who do not meet this threshold will be excluded from the process and will be notified along with other tenderers at the Tender Award stage.

The overall tender evaluation scoring will be out of 70% for Quality and 30% for Price.

A worked example of **quality score** (70%) calculation is included below.

Tender scoring where the denominator is the maximum available weighted score;

e.g Maximum available marks for the section is 25 which then are proportioned to the overall quality. An example question which is weighted to 35% is detailed below:

Tender A scores 3
Tender B scores 5
Tender C scores 2

$$\text{Tender A } \frac{3}{5} \times 100 = 60 \text{ points} = 21.00\%$$

$$\text{Tender B } \frac{5}{5} \times 100 = 100 \text{ points} = 35.00\%$$

$$\text{Tender C } \frac{2}{5} \times 100 = 40 \text{ points} = 14.00\%$$

The total weighted scores are added together to give 100% of the overall section then weighted to 70% as below:

Tender A scores 75.00%
Tender B scores 65.00%
Tender C scores 82.00%

$$\text{Tender A } 75.00 \times 0.7 = 52.50\%$$

$$\text{Tender B } 65.00 \times 0.7 = 45.50\%$$

$$\text{Tender C } 82.00 \times 0.7 = 57.40\%$$

A worked example of **price score** (30%) is shown below:

Tenders score will be cheapest tender / tender submitted * 10 and then proportioned to 100% of the section.

Tender A submits £75,000
Tender B submits £65,000
Tender C submits £71,000

$$\text{Tender A } \frac{£65,000}{£75,000} \times 10 = 8.67 \text{ points} = 86.67\%$$

$$\text{Tender B } \frac{£65,000}{£65,000} \times 10 = 10.00 \text{ points} = 100.00\%$$

$$\text{Tender C } \frac{£65,000}{£71,000} \times 10 = 9.15 \text{ points} = 91.55\%$$

Total Pricing Score (30%)

100% of the pricing section will be proportioned to 30% of the overall marks by using section score * 0.3

Tender A = 26.00%

Tender B = 30.00%

Tender C = 27.47%

Total Score for Quality and Price

Tender A = 78.50%

Tender B = 75.50%

Tender C = 84.87%

3.7 Overall Quality Evaluation Scoring Details

SECTION	1	ORGANISATION INFORMATION	INFORMATION ONLY
SECTION	2	ECONOMIC AND FINANCIAL STANDING	PASS/FAIL
SECTION	3	HEALTH AND SAFETY	PASS/FAIL
SECTION	4	SAFEGUARDING	PASS/FAIL
SECTION	5	EQUALITY	PASS/FAIL
SECTION	6	REFERENCES	PASS/FAIL
SECTION	7	PREMIER SUPPLIER PROGRAMME	PASS/FAIL
SECTION	8	MODERN SLAVERY ACT	INFORMATION ONLY
SECTION	9	TECHNICAL CAPACITY	EVALUATION DETAILED BELOW

Tenderers must answer questions.

Award Criteria	Detail	Weighting	Overall Weight
Questions	Q1	30%	70%
	Q2	25%	
	Q3	25%	
	Q4	10%	
	Q5	10%	
PRICE (Financial Section)	Year One submitted price	100%	30%

STAGE ONE – SUPPLIER 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

Section 1.1	Organisational Information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise	Yes <input type="checkbox"/> No <input type="checkbox"/>

	(SME)*?	
1.1(l)	Does any member of your organisation have a relative(s) who is employed by Barnsley MBC / is an elected member of the council? If yes please give details	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(o)	Is your organisation registered under the Data Protection Act 1998? If yes please provide your Registration Number:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers, and the persons of significant in control

Section 1.2		Bidding Model			
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				

	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

If you have indicated in the Selection Questionnaire question that you are part of a wider group, please provide further details below:

1.2(c) - (i)	Name of organisation	
1.2(c) - (ii)	Relationship to the Supplier completing these questions	
1.2(c) - (iii)	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.2(c) - (iv)	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.2(c) - (v)	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Section 1.3		Contact details and declaration
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

SECTION 2: ECONOMIC AND FINANCIAL STANDING

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 WILL CONSTITUTE PASS / FAIL.

Section 2 (a)		Economic and Financial Standing
Question Number	Question	Response
2.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.2	A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash	Yes <input type="checkbox"/> No <input type="checkbox"/>

	Flow for the most recent year of trading for this organisation.	
2.3	A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.4	Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>

Evaluation Methodology for Economic and Financial Stability

Where the tenderer has stated 'Yes willing to provide any of the following if requested':

- A copy of your audited accounts for the last two years
- A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation
- A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position
- Alternative means of demonstrating financial status if any of the above are not available

The successful service provider will be required to provide evidence of the above and satisfy Barnsley MBC of the financial suitability to perform through the production of the above prior to any final award of the contract.

Production of any financial information stated above must be provided with 24 hours of request.

Any tender award will be provisional subject to the provision of the information and that the financial information provided satisfies Barnsley MBC, the organisation is suitable to provide the contract.

Failure to provide the information stated in the tender submission within 24 hours of request and / or to satisfy Barnsley MBC of your financial suitability to perform the contract will result in your organisation not being awarded the contract.

Explanation of the Financial Assessment Process

The aim of the financial assessment process is to allow the Authority to make a risk-based judgement on the ability of the bidder to support a contract from a financial perspective. The assessment process will focus on:

- Analysis of significant items in the accounts including turnover and trading results and their trends, cash movements, Balance Sheet strengths & weaknesses and any financial 'warning signals'
- Financial ratio analysis – including liquidity, gearing, solvency and profitability
- Credit reference checks – these will be obtained for each bidder (and where applicable ultimate parent company)

Where applicable, information on ultimate parent company accounts and financial information may also be requested to assess a companies' financial ability to support a contract

Consideration of each of the above will be used to help inform judgement on the level of financial risk associated with the bidder (and parents if applicable). Based on the results of the above the Financial Appraiser will award the bidder with a 'Pass' or 'Fail' score

Pass - indicates no significant concerns over the financial capacity of the bidder to support the contract

Fail - indicates significant concerns over the financial capacity of the bidder to support the contract or has stated unwilling to provide any information

If further guidance is required on the financial assessment undertaken by Barnsley MBC prior to completing the tender documentation, please raise a message via the YORtender system – www.yortender.co.uk and you will be contacted by the appropriate person to talk you through the process.

Score – PASS / FAIL

NOTE: Prior to a 'fail' being issued the Council's Financial Appraiser will take reasonable steps to contact the Bidder in order to discuss the reasons behind the 'fail' rating and if necessary seek further clarification.

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

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

Section 2 (b)	Insurance	
Question number	Question	Response
2.5	Please self-certify whether you already have, or can commit to obtain, prior to the	Yes <input type="checkbox"/> No <input type="checkbox"/>

	<p>commencement of the contract, the levels of insurance cover indicated below:</p> <p>Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £10m</p> <p>Public Liability Insurance = £5m</p> <p>Professional Indemnity Insurance = £2m</p>	
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Pass - Tenderer has the required minimum levels of all stated insurance/ or is willing to obtain levels if successful in the tender. The successful Service Provider has ticked 'Willing to Provide', policies must be submitted prior to Contract sign off stage.

Any tender award will be provisional subject to the provision of the insurance requirements that meet those stated in the tender documentation.

Failure to provide the insurance information stated in the tender submission within 24 hours of request will result in your organisation not being awarded the contract.

Fail - has indicated does not have the required levels of insurance for all insurance requirements and are not willing to obtain

SECTION 3: HEALTH AND SAFETY

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

Section 3	HEALTH AND SAFETY	
Question number	Question	Response
3.1.	Please self-certify that your organisation has a Health and Safety Policy that complies with Safety in Procurements Scheme or equivalent	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION 4: SAFEGUARDING

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

Section 4	SAFEGUARDING	
Question number	Question	Response
4.1.	<p>Does your organisation's have a policy to demonstrate compliance with safeguarding legislation and local procedures, see link below (http://www.safeguardingchildrenbarnsley.com/)</p> <p>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 will be in contact with children and vulnerable adults, as part of delivering this service.</p> <p>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.</p> <p>Safeguarding Policy which includes:</p> <ul style="list-style-type: none"> • Recruitment checks; • Training; • Whistleblowing; • Internal systems that identify a safeguarding concern that align to the local adult and children safeguarding procedures; • Reporting, investigation and management of incidents; • Monitoring. <p>Lone Worker Policy</p> <p>NOTE: Copies of the policies must be attached and validated or the application will fail.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

SECTION 5: EQUALITY

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

Section 5	EQUALITY	
Question number	Question	Response
5.1.	<p>Is your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally, so that no one group of people is treated less favourably than others?</p> <p>If yes please enclose policy statement:</p> <p>Policy enclosed demonstrates the organisation, as an employer, treats all people equally and fairly.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.2	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p> <p>A Yes response will constitute a fail.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.3	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.4	<p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>

	<p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> <p>A Yes response will constitute a fail and where council deems any response has failed to demonstrate any remedial action taken has prevented the unlawful discrimination re occurring</p> <p>Tenderers must achieve a PASS in all three questions of this section to achieve a pass for the Equality Section</p>	
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SECTION 6: REFERENCES

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

Section 6	REFERENCES																	
Question number	Question																	
6.1	<p>Please provide details of two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years</p> <table border="1" data-bbox="359 1704 1110 2029"> <thead> <tr> <th></th> <th>Contract 1</th> <th>Contract 2</th> </tr> </thead> <tbody> <tr> <td>Name of customer organisation</td> <td></td> <td></td> </tr> <tr> <td>Point of contact in the organisation</td> <td></td> <td></td> </tr> <tr> <td>Position in the organisation</td> <td></td> <td></td> </tr> <tr> <td>E-mail address</td> <td></td> <td></td> </tr> </tbody> </table>				Contract 1	Contract 2	Name of customer organisation			Point of contact in the organisation			Position in the organisation			E-mail address		
	Contract 1	Contract 2																
Name of customer organisation																		
Point of contact in the organisation																		
Position in the organisation																		
E-mail address																		

	Description of contract			
	Contract Start date			
	Contract completion date			
	Estimated contract value			

SECTION 7: PREMIER SUPPLIER PROGRAMME

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

Section 7	PREMIER SUPPLIER PROGRAMME	
Question number	Question	Response
7.1	<p>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</p> <p>How does the Programme Work?</p> <p>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.</p> <p>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 Councils bank account and not the date it arrives in the suppliers' bank account)</p>	

	<p>Are you already a member of the Premier Supplier Programme?</p> <p>If no are you willing to be a member of the Premier Supplier Programme?</p> <p>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</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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SECTION 8: MODERN SLAVERY ACT

Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015

Section 8	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 ²	
Question number	Question	Response
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes <input type="checkbox"/></p> <p>Please provide relevant the url ...</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation</p>

² [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

STAGE TWO: TECHNICAL CAPACITY (70% of the overall score)

Criteria and evaluation methodology

The invitation to tender process and subsequent evaluation will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender that meets the required quality standards.

Each Lot will be scored individually against the weighting criteria outlined below. Each quality response has been weighted and Providers should familiarise themselves with these weightings.

Price **30**
Quality **70**

Price will be evaluated in relation to the overall budget and will have a weighted score of 30. Quality will be evaluated overall in relation to the responses to the quality questions below with a weighted score of 70.

SCORING MATRIX

All the tenderer's method statements will be evaluated against the following scoring matrix which covers scores for 0-5.

Score	Score Standards	Specification
5	Excellent	A thorough detailed and considered response which has covered all the areas of the question as a minimum with high level relevant and detailed information backed up with clear evidence demonstrating a coherent and robust understanding of the service requirements with no areas of concern.
4	Good	A detailed and considered response which has covered all the areas of the question with relevant and detailed information backed up with evidence demonstrating a good understanding of the service requirements with limited areas of concern
3	Average	Response provides a satisfactory description which addresses all the main areas of the question but lacks detail in some areas including information and evidence and does not demonstrate a full understanding of the service requirements.
2	Poor	Response provides a limited description which has failed to address many of areas of the question and lacks detail, clarity, information and evidence regarding many areas of the question, demonstrate a poor understanding of the service requirements.

1	Very Poor	Response provides a very limited description which has failed to most of areas of the question with little detail, clarity, information and evidence regarding most areas of the question, has not demonstrated an understanding of the service requirements.
0	Unacceptable	An explanation is not provided And/or Does not relate to the question asked.

Section 9		Technical Capacity (70%)
Question number		
1 – 30% Weighting	Please outline the skills and experience your organisation has to support local people to maximise their income by supporting them to: <ul style="list-style-type: none"> - Claim In-work benefits and associated benefits - Claim Disability and health related benefits - Manage their existing debts - Manage their income more successfully - Promote the services offered to the wider community 	
	Maximum words(1500) Answer:	
2 – 25% Weighting	What do you see as the forthcoming challenges likely to result from continuing national welfare reforms? How would you plan to manage the impact of this on the delivery of these services?	
	Maximum words(1000) Answer:	

3 –
25%
Weighting

Case Study

A client contacts you by phone and explains that she has not been able to attend any of your drop-in advice sessions because they conflict with her working hours.

The client is a lone parent with a child, who is working for 16 hours per week and is self employed as a cleaner. She is currently receiving in-work benefits (Tax Credits and Housing/ Council Tax Benefits). Her circumstances have not changed in the last four years.

She has received a letter 2 months ago from the Tax Credit office stating that they were cancelling her Working Tax Credit with immediate effect, for the following reasons:

- They considered that she was working less than the required 16 hours per week to qualify for Tax Credits and
- They now didn't consider her business to be commercial

The client has already asked the Tax Credit office to reconsider their decision, on the grounds that she considers both of these reasons to be inaccurate, but they have upheld their original decision.

The client is already in debt as a result of her reduced income, and is becoming increasingly anxious and depressed, to the point where she is finding it difficult to cope with both her work and her responsibilities as a single parent. She also expressed feeling out of her depth in terms of managing her income.

Please outline:

- What additional information you might need before you can help this client
- What you would see as the major issues facing this client, and how you would approach resolving them
- The actions you would need to take in order to help the client
- Any actions the client would need to take
- Any specialist referral or signposting to other agencies needed

Maximum words(1000)

Answer:

<p>4 – 10% Weighting</p>	<p>What do you see as the major issues in ensuring a 'good fit' between the local advice services funded by the South Area Council and the universal and triaged services offered by other providers?</p>
	<p>Maximum words(1000) Answer:</p>
<p>5 – 10% Weighting</p>	<p>How could you improve upon the existing locally based advice and information contract currently in place, funded by the South Area Council?</p>
	<p>Maximum words(1000) Answer:</p>

SECTION 3

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

PRICING SCHEDULE

PRICING SCHEDULE

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for **year one**. 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 £	
Staff (employed)		(Total of Year One– To be carried to Form of Tender)
Materials		
Accommodation		
Supply Chain		
Promotional costs		
Other (Insert as necessary)		
Totals		

BARNSELY METROPOLITAN BOROUGH COUNCIL

FORM OF TENDER

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 _____ 2017 _____

Signed _____ on behalf of

Company, Firm etc _____

Address _____

Telephone No: _____ Fax No: _____

Witnessed by: (Signature) _____ (Name) _____

Address _____

BARNSELY METROPOLITAN BOROUGH COUNCIL

APPENDIX 2

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 Barnsley MBC 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**

SECTION 4

Form of Contract / 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 by staff and the volunteers they work with 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 receive 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) and Employment Equality (Religion and Belief) 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 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.

17.2 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.

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

17.4 The Council's standard payment terms are 30 days from the receipt of a valid invoice. However, under its Premier Supplier Programme, ("the Programme") the Council will automatically pay invoices after seven (7) days once it is satisfied that the goods or services have been provided for that particular 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 rebate is based upon the exact number of days by which payment is accelerated. The maximum amount deducted from the invoice value is 1.25% for payment on day 7, then operates on a reducing scale, to a nil deduction on day 30. For the avoidance of doubt the payment date is the date the payment leaves the Council's bank account and not the date on which it arrives in the [suppliers]' bank account. Details of the

Programme can be found at http://response.oxygen-finance.com/BarnsleyCouncilPSP_Homepage

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.

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. TUPE

32.1. If the Authority has notified the Provider that it intends to tender or retender any Services, the Provider must within 20 Business Days following written request (unless otherwise agreed in writing) provide the Authority with anonymised details of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Authority and any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this clause.

32.2. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its sub-contractors do not, without the prior written consent of the Authority, in relation to any persons engaged in the provision of the Services or the relevant Service:

(a) terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);

(b) increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any sub-contractor by more than 5% (except in the ordinary course of business);

(c) propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

(d) replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or

(e) assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.

32.3. The Provider must indemnify and keep indemnified the Authority and any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or any Service, against any Losses in respect of:

(a) the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any sub-contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any sub-contractor;

(b) claims brought by any other person employed or engaged by the Provider and/or any sub-contractor who is found to or is alleged to transfer to the Authority or new provider under TUPE; and/or

(c) any failure by the Provider and/or any sub-contractor to comply with its obligations under TUPE in connection with any transfer to the Authority or new provider.

32.4. The Authority must use all reasonable endeavours to procure that any new provider who provides any services equivalent to the Services or the relevant Service after expiry or termination of this Contract or of any Service will indemnify and keep indemnified the Provider and/or any sub-contractor against any Losses in respect of:

(a) any failure by the new provider to comply with its obligations under TUPE in connection with any relevant transfer under TUPE to the new provider;

(b) any claim by any person that any proposed or actual substantial change by the new provider to the persons' working conditions or any proposed measures of the new provider are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service; and/or

(c) any claim by any person in relation to any breach of contract arising from any proposed measures of the new provider, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service.

South Area Council Advice Services contract

Case Study

A client contacts you by phone and explains that she has not been able to attend any of your drop-in advice sessions because they conflict with her working hours.

The client is a lone parent with a child, who is working for 16 hours per week and is self employed as a cleaner. She is currently receiving in-work benefits (Tax Credits and Housing/Council Tax Benefits). Her circumstances have not changed in the last four years.

She has received a letter 2 months ago from the Tax Credit office stating that they were cancelling her Working Tax Credit with immediate effect, for the following reasons:

- They considered that she was working less than the required 16 hours per week to qualify for Tax Credits and
- They now didn't consider her business to be commercial

The client has already asked the Tax Credit office to reconsider their decision, on the grounds that she considers both of these reasons to be inaccurate, but they have upheld their original decision.

The client is already in debt as a result of her reduced income, and is becoming increasingly anxious and depressed, to the point where she is finding it difficult to cope with both her work and her responsibilities as a single parent. She also expressed feeling out of her depth in terms of managing her income.

Please outline in a maximum of 1000 words:

- What additional information you might need before you can help this client
- What you would see as the major issues facing this client, and how you would approach resolving them
- The actions you would need to take in order to help the client
- Any actions the client would need to take
- Any specialist referral or signposting to other agencies needed



citizens Advice Bureau

Advisers can help you with problems about debts, housing and benefits issues, employment, consumer issues and relationships.

3pm to 7pm on Mondays at Hoyland Centre

9am to 12.30pm on Tuesdays at Hoyland Centre
Wednesdays at Darfield Childrens' Centre, School Street

9.30am to 12.30pm on Thursdays at Wombwell Library

Welfare Rights

Advisers can help you with all aspects of claiming benefits and any issues you may have about council tax, housing benefits, tax credits, state pensions.

The team can also offer advice on blue badges, social services and care in the community.

3pm to 7pm on Mondays at Hoyland Centre

1pm to 4.30pm on Tuesdays at Hoyland Centre
Wednesdays at Darfield Childrens' Centre, School Street
Thursdays at Wombwell Library

Welfare Rights Appointments

If you would rather make an appointment, please phone Welfare Rights Advice Line on 01226 772360 for an appointment at:

Wombwell Library on Wednesday afternoons - first appointment 12.50pm
Hoyland Library all day on Thursdays - first appointment 9.30am

This has been funded by the South Area Council, which covers the wards of Darfield, Hoyland Milton, Rockingham and Wombwell and is made up of your 12 local councillors.

Your Area Council is responsible for developing plans to improve the services delivered in your area to meet your needs.

SOUTH AREA COUNCIL

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BARNSELY
Metropolitan Borough Council

