

# Public Document Pack



<b>MEETING:</b>	North East Area Council
<b>DATE:</b>	Thursday, 27 September 2018
<b>TIME:</b>	2.00 pm
<b>VENUE:</b>	Meeting Room 3 - Barnsley Town Hall

## AGENDA

- 1 Declarations of Pecuniary and Non-Pecuniary Interests

### Minutes

- 2 Minutes of the Previous Meeting of North East Area Council held on 26th July 2018. (*Pages 3 - 8*)

### Ward Alliances

- 3 Notes of the Following Ward Alliances with Feedback from each Ward Alliance Chair (*Pages 9 - 12*)  
Cudworth – held on 23<sup>rd</sup> August 2018  
Monk Bretton – held on 31<sup>st</sup> August 2018

### Presentation

- 4 Dale Sparks, the Head of Commercial and Operational Service Support, will update the Councillors regarding Parking Services

### Performance

- 5 North East Area Council Project Performance Report (*Pages 13 - 26*)
- 6 Report on the use of Area Council Budgets and Ward Alliance Funds (*Pages 27 - 34*)

### Items for Decision

- 7 The Environmental Enforcement Commission (*Pages 35 - 152*)  
Members are asked to consider whether they wish to recommission the 2019-2020 Environmental Enforcement Commission.
- 8 Repairs at Royston Road Park due to anti-social behaviour (*Pages 153 - 154*)

To: Chair and Members of North East Area Council:-

Councillors Hayward (Chair), Cheetham, Clements, Ennis OBE, S. Green, Hampson, Higginbottom, Houghton CBE, Makinson, Richardson, Sheard and C. Wraith MBE

Area Council Support Officers:

Lisa Smith, North East Area Council Senior Management Link Officer  
Caroline Donovan, North East Area Council Manager  
Kate Faulkes, Head of Service, Stronger Communities  
Elizabeth Barnard, Council Governance Officer

Please contact Elizabeth Barnard on email [governance@barnsley.gov.uk](mailto:governance@barnsley.gov.uk)

Wednesday, 19 September 2018

<b>MEETING:</b>	North East Area Council
<b>DATE:</b>	Thursday, 26 July 2018
<b>TIME:</b>	2.00 pm
<b>VENUE:</b>	Meeting Room 1, Barnsley Town Hall

## MINUTES

**Present** Councillors Hayward (Chair), Clements, Hampson, Higginbottom, Houghton CBE, Makinson, Richardson, Sheard and C. Wraith MBE

### 6 Declarations of Pecuniary and Non-Pecuniary Interests

There were no declarations of pecuniary or non-pecuniary interests.

### 7 Minutes of the Previous Meeting of North East Area Council held on 31st May 2018

The meeting considered the minutes from the previous meeting of the North East Area Council held on the 31<sup>st</sup> May, 2018.

Arising out of the above, reference was made to Minute 4 'North East Area Council Project Performance Report' and to the CCG Get Fit First Scheme which, it was noted, had a much wider remit than just smoking cessation. Within this context reference was also made to the arrangements for referring patients from GP's to hospital and specialists, to the provision of Primary Care services and to the proposed changes in NHS provision within Barnsley. It was noted that Councillor Clements had raised similar concerns within the Council meeting this morning. It was felt that these issues should be kept under review.

**RESOLVED** that the minutes of the North East Area Council held on the 31<sup>st</sup> May, 2018 be approved as a true and correct record.

### 8 Notes of the Following Ward Alliances with Feedback from each Ward Alliance Chair

The meeting received notes from the Cudworth, Monk Bretton, North East and Royston Ward Alliances held recently. The following updates were noted:-

#### Cudworth

- June had been volunteering month and had been a tremendous success. There had been many events with children visiting allotments to help with planting and volunteers had given up their Sunday morning to litter pick in Cudworth High Street as well as volunteers assisting in the Barnsley in Bloom Competition
- The Academic Achievement Awards had been held on Tuesday 12<sup>th</sup> June, 2018 with pupils from Cherrydale, Birkwood and Churchfield Primary Schools receiving awards. Congratulations were expressed to those children who had won awards and a special thanks was given to the volunteers from the Cudworth Ward Alliance, to the teachers and pupils within the community

- The Dental Care Project funded by the Ward Alliance at Birkwood School had been very successful
- The Military Band in Cudworth Park on the 1<sup>st</sup> July, 2018 had been a great success and was well attended. The band had been booked for a return concert on the 16<sup>th</sup> September, 2018
- The Yorkshire in Bloom judging day had been successful and the results were awaited in September
- The Cudworth Tea in the Park on the 21<sup>st</sup> July, 2018 had been extremely well attended.
- Birkwood School Brass had been awarded funding of £1,253 by the Ward Alliance
- Forthcoming events included
  - Grimethorpe Youth Band on the 5<sup>th</sup> August, 2018 (3.00 pm to 4.30 pm)
  - Barnsley Metropolitan Band on the 16<sup>th</sup> September, 2018 (3.00 pm to 4.30 pm)
  - Health Fayre on 24<sup>th</sup> November, 2018 (10.30 am to 12.00 noon)

Arising out of the above, reference was made to, and there was a discussion of the importance of those providing entertainment type facilities (fairground rides, inflatables etc.) to be registered with the Contractors Health and Safety Assessment Scheme (CHAS) in addition to them being appropriately insured. It was noted that CHAS registration required the operators of equipment/facilities to have a recognised standard of health and safety management and covered health and safety compliance issues. The implications of CHAS registration was outlined and the Area Council Manager reported that the Council's Health and Safety Service could assist with any enquiries or with helping with registration. She also reported that she, together with her colleagues, were looking at ways in which community groups and volunteers could be informed of these requirements.

#### Monk Bretton

- The Dementia Friendly Training session had been well attended
- The Memorial Garden had been judged as part of Yorkshire in Bloom
- Brass on the Grass was to be held in Monk Bretton on the 12<sup>th</sup> August, 2018
- A Heath Fayre was to be held at Priory Campus on the 21<sup>st</sup> September, 2018 (9.30 am to 2.00 pm) and all were welcome
- Christmas Lights were to be switched on as follows:
  - Monk Bretton Church – 7<sup>th</sup> December, 2018
  - Burton Grange – 8<sup>th</sup> December, 2018

#### North East

- The Great Houghton Village Hall Committee Children's Fund Day which had been sponsored by the Ward Alliance had been a great success
- The Ward Alliance had allocated £500 towards the establishment of a new fishing group at the Dell Grimethorpe
- There had been 2 entries for the first time in the Yorkshire in Bloom Competition the first at Grimethorpe War Memorial which had involved children from Ladywood Primary school with the second being at Milefield Farm
- Recent grants had included:

- £1524 towards the Bruce Dyer Love Life UK Grimethorpe Sports Ground Open Day on the 27<sup>th</sup> August, 2018
- £513 for Reds in the Community
- £500 for the Ladywood Primary School 50<sup>th</sup> Anniversary Garden which was being developed in celebration.
- AMCO Volunteers were assisting with the Park pond area with areas being developed for fishermen/women. It was hoped that new picnic tables could be provided, grass cutting was taking place near the entrance to the pond and a litter pick was to take place.
- Children from Ladywood Primary School had undertaken planting at the War Memorial and representatives from the Ward Alliance and the Royal British Legion had been in attendance.
- An explanation of the financial position was provided particularly since this had left money remaining which it had been intended would be used to fund a defibrillator which would not now be possible. The reasons for this were explained.

### Royston

- It had been a busy period for events and the Gala had been a great success. The money raised had been split between the Dynamos Football Team and the Defibrillator project
- In relation to Britain in Bloom, all green spaces and planters had been looked after by a group of over 40 volunteers. Work had also taken place at the Canal. Feedback had been extremely positive
- Flyers had been distributed advertising the programme of activities over the 6 week holiday
  - and Barnsley Premier Leisure had agreed to matched funding for swimming/gym sessions.
  - Football sessions were to be held one a week in Royston Park
  - Pond dipping was to be held at Rabbit Ings
- Volunteers been very busy in various activities with
  - bands in the park
  - paving works in Royston Park
  - work in Carlton Cemetery
- NPS were providing support with officer time and technical expertise on the Volunteer It Yourself Initiative at Royston Pavilion. Students were to be offered various activities and placements commencing in September
- Money had been awarded for the Skate Park refurbishment which was to take place over the summer
- Future events were referred to and it was noted that dates had still to be agreed for the Health Fayre and the Christmas Events
- Following the renewal of the high tension cables in the area and the subsequent intervention by the Ward Alliance members, work had been undertaken to repair roads damaged as a result of the works. In addition, a fence had been erected on the banks of the canal
- A litter pick with volunteers and pupils from Carlton Academy had been successful but one 'hot spot' remained and details of this were to be discussed with the Principal of the Academy

**RESOLVED** that the notes from the Ward Alliances and the update reports be received.

## **9 Independent Placement Scheme**

**RESOLVED** that consideration of this matter be deferred as the representative of the South Yorkshire Housing Association (on behalf of the NHS) was not in attendance.

## **10 North East Area Council Project Performance Report**

The Area Council Manager introduced this item and provided Members with a detailed update report regarding performance of the North East Area Council's commissioned projects together with a summary performance management report and individual cases for each service. Key points to note included:

- The newly appointed Community Development Worker had started work with the Council and had settled in well
- Thanks were extended to Barnsley Community Build who had repaired the vandalised roof of the Royston Bandstand at short notice four days before the Gala
- *Environmental and Enforcement commission*
  - details of the number of fixed Penalty Notices was provided. Officers continued to concentrate their patrols around intelligence led information from the tasking process and also from complaints on the street, from the community at large.
  - There had been an increase in specific witness information in relation to the throwing of litter from vehicles
  - Prosecutions for littering and dog fouling were continuing and there was currently a 99% success rate at court, however, it was not possible to pursue all offenders who failed to pay due to court space allocated to Barnsley offenders and this was a growing problem. It was pleasing to note that the FPN for littering had increased to £100 from April, 2018
  - In response to specific questioning, the Area Council Manager stated that if 'hot spots' were identified these areas would be targeted and Case Study 1 gave details of one such initiative. Such initiatives often acted as a deterrent and prevented a recurrence of the problems identified leading to a behaviour change in the area targeted
  - Walkabouts were continuing to be successful
  - Juvenile 'Litter Picking days' had been undertaken and the Community Litter pick on the 21<sup>st</sup> July at Acorn Park, Grimethorpe had been attended by 24 juveniles
- *Stop Smoking Initiative*
  - The Initiative had been launched on the 16<sup>th</sup> July, 2018 and weekly sessions were being held at various venues around the area
  - Numbers attending were continuing to increase and Sarah Sverdloff was becoming known within the community and feedback was extremely positive
  - The funding was for one year only and, therefore, the initiative was being monitored carefully
  - Posters advertising the service were to be distributed

- *Case Studies* – gave details of the Environmental Enforcement, Royston Canal Club, Dominic Jones and Work Experience, Interschool Crown Green Bowling and Private Sector Housing
  - It was pleasing to note that the Royston Canal Club had funding for the purchase of a new boat
  - Dominic Jones had been chosen to be the South Yorkshire Scout representative in America at the South Yorkshire World Scout Jamboree. This was a tremendous achievement and Dominic was raising funds to help pay for the trip. He had also been selected onto the National Youth Select Committee 2018 that would investigate the issue of work experience nationally. He was one of only 11 members to get seats on the committee for his role as a Member of the Youth Parliament and had spoken positively about his experience in Barnsley
  - The Interschool Crown Green Bowling Club had been a tremendous success. The work undertaken by Gemma Conway with schools, the organisation of the gala, visits to the canal and the introduction of children to fishing was particularly noted
  - Members were pleased to note the work undertaken with private landlords which was now encouraging greater two way dialogue between landlord and tenant

**RESOLVED** that the update report be noted.

## **11 Report on the Use of Area Council Budgets and Ward Alliance Funds**

The Area Council Manager introduced this item and updated Members regarding the North East Area Council budget and the progress in each ward in expending the Ward Alliance Fund, in line with priorities. It also highlighted that £16,191 of the Area Council budget remained uncommitted.

The Area Council Manager was to re-examine the finances in the light of future commissioning activity. Overall, however, the budget was likely to be fully committed.

In relation to Ward Alliance budgets, it was noted that approximately 50% of the available. The spending profile to January was likely to determine the spending commitments for 2019/20.

**RESOLVED**

- (i) That the current position of the Area Council Devolved Ward Budget and Ward Alliance Funds be noted; and
- (ii) That each Ward continue to priorities the efficient expenditure of the Ward Alliance funds in line with the guidance on spend.

## **12 Update Reports**

### **(a) Environmental Enforcement**

The Area Council Manager reported that the current Environmental Enforcement Commission would end in March, 2019. A decision had, therefore, to be made as to

whether or not to renew the contract. Given that this was a jointly commissioned project with other Area Councils and that the decision would probably have to be made in September it was suggested that a small Environmental Steering Group be established to make the appropriate decision and report back to this Area Council.

Members noted the success of this project and felt that this or some other type of enforcement initiative/programme should continue in the future.

**RESOLVED** that the Mayor and Councillors Hayward, Makinson and C Wraith MBE form an Environment Steering Group with representatives of other Area Councils to discuss and approve, if required, the continuation of this programme subject to a further report being submitted to the next meeting of the Area Council for ratification.

(b) Superfast Broadband in Royston

It was noted that the Area Council Manager had provided an email response to the Member raising the query about the current position on the provision of Superfast Broadband in Royston.

(c) Principal Towns Briefings

The Area Council Manager reported that she would provide Members with an update on the dates of Principal Towns Briefings.

(d) Be Cancer Safe

Councillor Sheard reported upon her attendance at a CCG meeting on the 25<sup>th</sup> July, 2018 and to the launch of the Be Cancer Safe Campaign which was encouraging people to take up screening opportunities and she also reported that Be Cancer Safe Champions were being sought to promote the scheme.

Information leaflets on this would be circulated once received.

(e) Policing in the area

There was a brief discussion of information received regarding the possible change to Policing within the area in the near future and of the concerns this was causing within the community.

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Chair



# Item 3

Cudworth Ward Alliance	
Meeting Notes	
<b>Meeting Title:</b>	<b>Ward Alliance meeting to consider funding applications.</b>
<b>Date and time:</b>	<b>Thursday 23rd August 2018</b>
<b>Location:</b>	<b>Bow Street Offices. Cudworth.</b>

Attendees:	Apologies:
<p>Councillor J. Hayward (chair)</p> <p>Councillor C. Wraith (vice chair)</p> <p>Janet Robinson.</p> <p>Jenni Baker.</p> <p>Joan Jones.</p> <p>John Hayhoe.</p> <p>Mick White.</p> <p>Florence Whittlestone.</p>	<p>Councillor S. Houghton.</p> <p>Tina Heaton.</p>
<p><b>In Attendance:</b></p> <p>David Gill – Community Development Officer.</p>	

		Action / decision	Action/ Lead
1.	<p><b>Declarations of interest:</b></p> <p>Joan Jones declared an interest in the Cudworth Women's Circle funding application.</p> <p>Councillor Joe Hayward declared an interest in the Age UK. Barnsley funding application.</p>		
2.	<p><b>Finance:</b></p> <p>David circulated the finance figures. If members agreed the four Waf's submitted to day there would be £1,833 left to spend.</p>		
3.	<p><b>Funding Applications:</b></p> <p><b>Cudworth Ward Alliance:</b>  <b>Members agreed to fund £4,000</b> for the Love Your High Street volunteering and multi-agency project, which includes traffic safety issues on Barnsley Road at the junctions of Bloemfontein Street and Jackson Street. Councillor Wraith stated the funding application is supposed to include Co-op Street as well. David will make enquires about this</p> <p><b>Cudworth Women's Circle.</b>  <b>Members agreed to fund £400</b></p> <p><b>Age UK. Barnsley.</b>  <b>Members agreed to fund £350.80</b></p> <p><b>Members agreed to fund £1,105</b> for the Christmas Tree lights- switch on event.</p>		David Gill

<p><b>4.</b></p> <p><b>Any other business:</b></p>	<p>Mick White asked if a date has been agreed for the multi agency clean-up. at Bloemfontein Street and Jackson Street. Councillor Wraith stated there is no date yet until the funding application has been passed.</p>		
<p><b>5.</b></p>	<p><b>Date and time of the next meeting:</b></p> <p><b>Monday 17<sup>th</sup> September 2018 10.30am at Bow Street Offices.</b></p> <p>Jenni Baker put her apologies in for the next meeting on the 17<sup>th</sup> September 2018.</p> <p>Chair thanked everyone for attending and participating in the meeting.</p>		

## Monk Bretton Ward Alliance

**August 31<sup>st</sup>. 2018 @ Silverdale Community Centre.**

**In attendance:**

Cllr Steve Green. Cllr Ken Richardson, Cllr Margaret Sheard, Sue Fox, Tom Sheard.  
Caroline Donovan, Christie McFarlane.

<b>1</b>	<b>Apologies:</b> Ann Moffett, John Marshall, D Booker, Gavin Doxey, Father Brian Bell	<b>Actions</b>
<b>2</b>	<b>Declarations of Interest:</b> TS, MS – Monk Bretton Summer Activities	
<b>3</b>	<b>Notes of the previous meeting:</b> Secretary confirmed letter of thanks sent to C Gouldin	
<b>4</b>	<b>Project Feedback:</b> Table tennis ok – need for more members Burton Grange cooker – really useful, Fare share & Coop providing food.	
<b>5</b>	<b>Ward Alliance Fund – applications received:</b> <ul style="list-style-type: none"> <li>• Carlton Gala 2018- <b>Agreed</b></li> <li>• Monk Bretton Summer Activities - <b>Agreed</b></li> <li>• Hedgehog Hospital - <b>Agreed</b></li> </ul>	£544.20 £500 £500
<b>6</b>	<b>Funding &amp; Finance:</b> Spreadsheet circulated, details discussed – further details to be added.	CM
<b>7</b>	<b>Additional Items:</b> Health Fair update-FMBP, Tesco, Live well, NHS Choices, Yorkshire Housing, Berneslai Homes, Smoking cessation and others will be in attendance. Discussion took place on defibrillators around the ward. Agreed to purchase Soup maker for the day. Xmas Events – agreed to purchase 3 Trees, concern was expressed with regard to Smithies Event, KR & MS to discuss further. Lundwood Tree – discussion took place with regard of different location, enquiries to be made at St Mary's Church for a main road location.	MS, SF  SF  KR,MS KR
<b>8</b>	<b>AOB:</b> Email from Father Bell, it was agreed Curate could shadow him for two meetings. Monk Bretton War Memorial – it was reported that the soil needs treatment, TS to oversee project.	TS
<b>9</b>	<b>Date of Future meetings</b>  Next meeting will be held at Burton Grange Community Centre.  October 12 <sup>th</sup> . 2018 @9:30	

Meeting closed by MS at 10:30

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Agenda Item: 5

## **NORTH EAST AREA COUNCIL Project Performance Report**

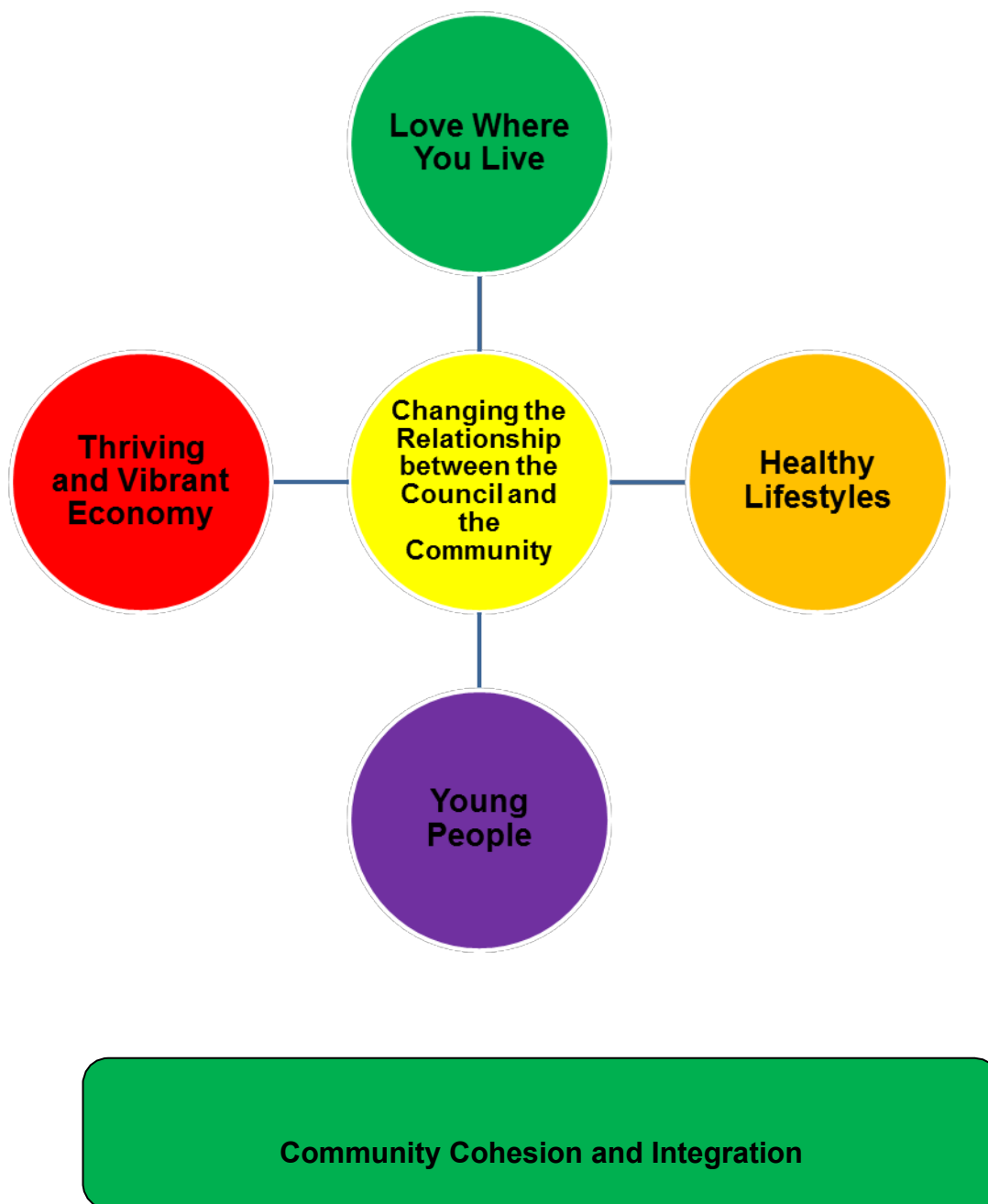


**September 2018**



## Introduction

### The North East Area Council Priorities



## The North East Area Council

The table below shows the Providers that have now been appointed to deliver a series of services that address these priorities, and deliver the outcomes and social value objectives for the North East Area Council. It can be noted that a number of projects are still in the development phase.

	Service	Provider	Contract Value/length	Contract start date
<b>Love Where You Live</b>	North East Environment Team - Cudworth and North East	Barnsley Community Build	£135,000 18 months (extension granted April - June 2016)	1 <sup>st</sup> September 2014 Contract completed
<b>Love Where You Live</b>	North East Environment Team - Monk Bretton and Royston	Barnsley Community Build	£135,000 18 months (extension granted April - June 2016)	1 <sup>st</sup> September 2014 Contract completed
<b>Love Where You Live</b>	Environmental Enforcement	Kingdom Security	£91,990 21 months	4 <sup>th</sup> August 2014 Contract completed
<b>Love Where You Live</b>	Environmental Enforcement	BMBC Enforcement and Community Safety	£18,883 21 months	1 <sup>st</sup> April 2016 Contract completed
<b>Love Where You Live</b>	Environmental Enforcement	Kingdom Security	£55,796 Per annum (+1 year + 1 year + 1 year)	1 <sup>st</sup> April 2016
<b>Love Where You Live</b>	Environmental Enforcement	BMBC Enforcement and Community Safety	£10,800 (+1 year + 1 year + 1 year)	1 <sup>st</sup> April 2016
<b>Love Where You Live</b>	Parks Equipment	BMBC Parks Services	£10,000 (+1 year + 1 year)	1 <sup>st</sup> April 2014
<b>Love Where You Live</b>	Biodiversity Project - Hedgehog	Various	£2,000	9 <sup>th</sup> June 2016
<b>Thriving and Vibrant Economy</b>	Rapid Response Team	Barnsley Community Build	£24,000	1 <sup>st</sup> August 2015 Contract completed

<b>Thriving and Vibrant Economy</b>	Apprentices and Employability	Barnsley Community Build	£245,00 (+1 year + 1 year + 1 year)	1 <sup>st</sup> July 2016
<b>Thriving and Vibrant Economy</b>	Private Sector Housing Management Officer	BMBC Enforcement and Community Safety	£35,000 Service Level Agreement+ £800 Safety Equipment	June 2016
<b>Thriving and Vibrant Economy</b>	Undergraduate Placement	Leeds University	£18,500	September 2016
<b>Young People</b>	Summer Holiday Internship 2015	C&K Careers	£45,000 18 months	9 <sup>th</sup> March 2015 Contract completed
<b>Young People</b>	Summer Holiday Internship 2016	C&K Careers	£31,550 18 months	1 <sup>st</sup> March 2015 Contract Completed
<b>Young People</b>	Youth Development Grant	Local Community Groups and Organisations	£130,00 ongoing	3 <sup>rd</sup> October 2014
<b>Young People</b>	Dance and Theatre Performance	QDOS	£9,000	November 2015 Contract completed
<b>Health Lifestyles</b>	Older People's Project	Royston and Carlton Community Partnership	£20,646 9 months	1 <sup>st</sup> December 2015 Contract completed
<b>Healthy Lifestyles</b>	Shopability	Barnsley Community Foundation	£7,824 6 months	1 <sup>st</sup> September 2015 Contract completed
<b>Healthy Lifestyles</b>	Fit Reds	Barnsley FC	£19,655 18 months	1 <sup>st</sup> October 2015 Contract completed
<b>Healthy Lifestyles</b>	Fit Me	PSS Health Trainers	£11,600 18 months	18 <sup>th</sup> September 2015 Contract completed
<b>Healthy Lifestyles</b>	Stop Smoking Community Outreach	South West Yorkshire Partnership	£30,000 12 months	April 2018



<b>Changing the Relationship between the Council and the Community</b>	Community Magazine	Corporate Communications	Community Magazine	December 2015
	Community Magazine	Community Magazine	Community Magazine	September 2016
<b>and Community Cohesion and Integration</b>	Volunteer Celebration Event	North East Area Team	£3,000	£3,000 completed

## **Part A      Performance Monitoring**

The following tables reflect the overview of performance of all the North East Area Council contracted services and projects. This includes performance data gathered for this Report as follows:

- Apprenticeship and Employability Case Studies
- Volunteer It Yourself, Royston Pavilion update
- 'Lunchtime Period' initiative
- Case Studies
- Let's Dance, Great Houghton
- Physical Futures, Carlton

## **Part B      Summary performance management report for each service**

**Barnsley Community Build**

**Apprenticeships and Employability**



### **CASE STUDY 2018 / 2019**

We were joined by a new apprentice who had really had a very poor start to life, and on his own admission came from a dis functional family and had managed to scrape through school.

As a non-academic he found it very difficult attending school and had no empathy with any of the school work.

Leaving school with very little prospects he came to BCB as an apprentice, again the study element of his apprenticeship was very difficult for him but he realised he had to attend and achieve if he wanted to make anything of his life and for future employment prospects, with only a short time to complete his apprenticeship he asked if he could join the Environmental Team and give it a go, I think he realised we would be his last hope, but as the Teams are always willing to give the apprentices a go, it was agreed he could join them.

I think some of the hardest times with this role are when the weather is inclement, but this did not deter him.

Within weeks we saw a young guy change from having very little direction in his life, to blossom into a young man that now had a purpose. He attended every day always eager and was the first one of the Team here in a morning. Out in the field he found it easy speaking to customers and also business owners and was always willing to participate with an opinion on how work could, and should progress. He was the first apprentice that we have had with the Teams that actually enjoyed volunteering for the weekend work.

He soon got to grips with the routine of the Team and was always enthusiastic about anything new, or any extra events that had to be manned.

From a young person who had very little prospects he changed into a young man who would be very employable and a pleasure to call a work mate. He left the programme having completed his apprenticeship and found work straight away, he managed to secure employment doing similar work to that of the environmental team, he keeps in touch with his old work mates and I am told that he is enjoying his new role and has seemed to turn his life around. This is some achievement in light of the background he has come from. Sometimes all they need is a helping hand and to know that the support is there should they need it.



## CASE STUDY 2018 / 2019

Throughout the academic year we have many apprentices join us, some love it some hate it, but sometimes it's a reflection on their lifestyle and home life. One such apprentice has joined our programme and a little different from the norm as she is a young lady. We only have a handful of young ladies throughout the programme, and they do not always complete the whole programme.

This young lady came from outside our area originally to live in Barnsley having experienced several problems at School. On her own admission a slow learner, so when she did not understand anything at School, would leave the classroom, punching anything that was in her way. With little support initially from the School, and having a poor relationship with her Mum, she found it hard. Eventually she received the support she needed at School and when things were explained differently succeeded with the exams she took, coming out with A's and B's, a far cry from what had been expected of her.

Still experiencing difficulties at home she met a young man who came from Barnsley, his family welcomed her with open arms and she moved from her home address in North Nottingham and started a new life in Barnsley with the family of her boyfriend. She was soon introduced to his circle of friends and most of these were serving an apprenticeship, or had served an apprenticeship at BCB. So she applied for an apprenticeship and was successful.

Since being on the programme she has been involved in the construction programme, and then she joined the Environmental Team and soon became a valued member of the Team, joining in with whatever task she was given. She does not expect special treatment and is more than happy to get her hands dirty. She turns up for work on time, enjoys working in the local community and helping at volunteering events and is doing well with her written work.

## Volunteer It Yourself

## Royston Pavilion update

The Royston Green Spaces Group has identified improvements to the Royston Pavilion, and the Band Stand as key areas that require improvement in Royston Park. The Group have identified some Section 106 Planning Gain money toward this project, but wanted to achieve wider outputs and outcomes by encouraging young people to get involved.

A meeting was held with Volunteer It Yourself, which is an organisation that combines Volunteering and DIY by challenging young people aged 14 – 24 to learn trade skills by helping to improve community buildings that are in need of renovation. By taking part in Volunteer It Yourself the young people will gain:

- On site work experience
- Mentoring from professional trades people
- City and Guilds Level 3 Award in employability skills
- Access to further training and work placements and apprenticeship opportunities



Additionally the project will achieve the following outputs

- **Growing the economy**
- Links have been made with Outwood Academy Carlton and the project will provide 20 young people with the opportunity to gain a City and Guilds Level 3 Award in employability skills.



- **Changing the relationship between the council and the community**
- The Royston Ward Alliance Volunteers will work with the Area Team, Volunteer It Yourself and the young people to improve the building and the bandstand in Royston Park.
- Local Businesses are supporting the project
- **Improving people's potential and achievement.**
- The project will give 20 young people access to further training and work placements and apprenticeship opportunities.
- The project will encourage the Volunteers to learn new skills and take part In an Active Citizenship project

### Project Planning



A minimum of four Volunteers will be taken part in his project, and it is anticipated that the volunteer hours will reach 184 hours, which at £13.51 equates to a total of £2,485

Additionally the following In-kind contributions have been given:

- Heeleys have kindly agreed to donate the skips that are required @ £660
- The Barnsley Wickes

store is classified as a super store and can therefore donate materials towards the project. This is estimated at £2,500

- The Hire Shop is kindly donating the hire cost of the Tower Scaffold @ £20



- NPS have donated their professional expertise and time @ £1500

Equaling a total of 4,680

**The Total contribution towards this project is therefore £7,165**

### **`Lunchtime Period`**

The Area Team is currently working up a scheme called `Lunch Time period`, which will link in with Outwood Academy Shafton and Outwood Academy Carlton. This will be a pilot project for a year.

Girls can struggle to pay for basic sanitary products on a monthly basis and this can significantly affect their health and well-being. It is anticipated that the scheme will allow girls to be able to access free sanitary wear, as well as toiletries and underwear, and the initiative will be partially funded through the North East Area Council's Youth Development Fund, and partially from external funding.

It is anticipated that the girls will also be able to have a space available in School to discuss issues with staff who can support them and explain about personal hygiene, and health and wellbeing, on a regular basis.

There will be an initial consultation exercise, and girls will be consulted as to the best way for them to access the products and the help and advice, with a view to starting this pilot scheme in January 2019.

This will be a multi-agency project and offer of supports have already been received from some several organisations.



## Let's Dance Great Houghton Case study

### Links Corporate Outcomes

Outcome 9 - People are healthier, happier, independent and active

The Let's Dance group received a grant from the North East Ward Alliance for £453 and meet weekly at the Great Houghton Welfare Hall Great Houghton, where they dance for an hour and a half. The group are active older people, both men and women. Dancing is a universal human experience. We dance to express joy and celebrate events.

### What dance does for your health?

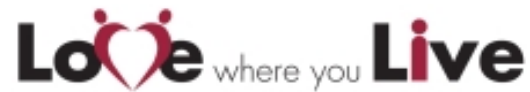
The evidence for the health benefits of exercise is indisputable. Physiologic studies have demonstrated that regular activity builds muscle and bone, reduces fat, increases aerobic capacity, lowers blood pressure, and improves the ratio of "good" to "bad" cholesterol. Dance has been shown to have all these benefits.

**The quotations below are taken from participants in the Lets Dance group:**

- To come to this venue gets you to be in friendly company
- An enjoyable afternoon, in good friendly company and a little light exercise
- If I hadn't come here after losing my husband last year I would have been suffering from depression but meeting the lovely friendly people has got me doing things so I'm not on my own.
- Tuesday afternoon is a fun time for dancing.
- It keeps use fit and active
- It keeps the village helping the elderly
- A good laugh
- An enjoyable afternoon with great dancing, beautiful music, lovely company and good exercise.

For these participants, dancing clearly engenders potential to transform how they feel, provides emotional wellbeing and keeps them fit. So the next time you find yourself at an awkward Christmas party or wedding dance floor, wondering whether or not to get up and groove, just do it.





### **Carlton Gala - Saturday 4<sup>th</sup> August 2018**

Physical Futures is a resource centre based in Carlton, providing opportunities to help adults with learning and physical disabilities to have a fulfilling life. Our service is important for several reasons:

- It provides people with the opportunity to take part in various interests and activities both building based and within the local community
- To make friends & develop relationships
- Develop new skills which lead to increased confidence and independence
- Support people to make a positive contribution to the community.

The service users were keen to be involved in organising the Gala, as it provided the opportunity to make a positive contribution to our local community and to be noticed for their achievements and not their disability.

The Gala was held in August at Carlton Park, with perfect weather conditions for such an event



The event attracted approximately 25 stall holders offering a wide range of goods and services. There were number of children's attractions such as, Go Carts, Trampolines, bouncing castle, hook a duck, stocks, etc. as well as free Punch & Judy and magic shows for the younger children.

The Physical Futures team ran an Auction Stall, Tombola and walked around the event selling raffle tickets.



In the main arena there were displays by Birds of Prey, local dancers, Dog security and the Fire & Rescue team demonstrating the need for home safety & Chip pan Fires.

There were 23 volunteers assisting the smooth running of the gala over the course of the day - 10am to 4pm. Volunteers included: members of the Ward Alliance, volunteers from various community groups, parents and family members of people with disabilities.

The Lord Mayor also attended the event.



The event was well attended by members of the public, service users, friends and families with many commenting on the success of the day, this added to many of the stall holders wanting to return in 2019.

Through the support of the Ward Alliance grant the Gala was able to meet a number of the Ward Alliance priorities.

- The summer Gala was an opportunity to bring local people together and display a community spirit. It involved all sectors of the community and encouraged intergenerational activities and social interaction which were enjoyed by everyone who lives in the local communities.
- Encouraging community cohesion during the summer months and helping to address issues such as loneliness and social isolation.
- Promoting equality and diversity by involving a wide range of groups. Involving volunteers from all sectors of the community and encourage fair participation for all.

**Caroline Donovan**  
**North East Area Council Manager**  
**September 27th, 2018**

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**NORTH EAST AREA COUNCIL - COMMISSIONING BUDGET FINANCIAL ANALYSIS - 2014/15 TO 2018/19**

Contract Name	Delivery Body	Start Date	Length of Contract	Total Cost of Contract	Commissioning Budget 2014/15	Commissioning Budget 2015/16	Commissioning Budget 2016/17	Commissioning Budget 2017/18	Commissioning 2018/19
<b>Base Expenditure</b>					400,000	400,000	400,000	400,000	
Parks Maintenance	BMBC	1st April 2014	1 Year	35,000		7,000	10,000	5,000	
Environmental Enforcement Project	Kingdom	4th August 2014	21 months	91,990	34,761	57,229			
	BMBC - Enforcement & Community Safety		21 months	18,883	9,876	9,007			
NE Environment Team Cudworth & NE	BCB	1st September 2014	18 months	135,000	66,479	68,521			
NE Environment Team Cudworth & NE Appre	BCB	1st August 2015	8 months	12,000		12,000			
NE Environment Team Monk Bretton & Royst	BCB	1st September 2014	18 months	135,000	66,479	68,521			
NE Environment Team Monk Bretton & Royst	BCB	1st August 2015	8 months	12,000		12,000			
NEET 3 month extension	BCB	1st March 2016	3 months	51,000		17,000	34,000		
Youth Development Grant	Various	03-Oct-14	Ongoing	210,000	8,016	101,984	30,000	70,000	70,000
Older People's Project	Royston & Carlton CP	01-Dec-14	9 months	20,646	4,114	13,532	3,000		
Summer Internship Programme 2015/16 In Partnership with North- full contract £90,000	TBC		20 Months	45,000		30,000	15,000		
Fit Reds & Fit Me Programme	BFC & PSS			31,255		12,502	18,753	1,085	
Shobability	Barnsley Community Foundation			7,824		7,824			
Dance & Performance - Primary Schools	QDOS			9,000			9,000		
Celebration Event 2016	Various			3,000			3,000		
Community Magazine	Various			6,000		2,452	3,548		
Additional editions of Community magazine				6,000			6,000		
Additional editions of Community magazine				5,000				5,000	5,000
Environmental Enforcement Project	Kingdom	1st April 2016	12 months +1+1	167,388			55,796	55,796	55,796
	BMBC - Enforcement & Community Safety			33,000			10,756	11,000	11,000
Fixed Penalty Notice Income				-67,501	-8,964	-26,174	-32,363	-29,883	
Summer Internship Programme 2015/16 In Partnership with North	C&K Careers			31,550			31,550		
Private Enforcement	BMBC - Enforcement & Community Safety			73,000			36,000	37,000	37,000
NEET Team Phase 2	BCB	1st June 2016	10 months +1+1+1	441,920			196,920	232,598	232,598
Devolved Grant to Ward Alliances				80,000			40,000	40,000	40,000
Under graduate apprentice placement				19,700			11,700	8,000	
Bio-diversity project	Various			5,000			2,000	3,000	5,000
Smoking Cessation Project	SWYFT	Feb-18		30,000					30,000
<b>Expenditure approved up to March 2015</b>					<b>180,761</b>				
<b>Expenditure approved up to March 2016</b>						<b>393,398</b>			
<b>Expenditure approved up to March 2017</b>							484,660		
<b>Expenditure approved up to March 2018</b>								438,596	
<b>Expenditure approved up to March 2019</b>									<b>486,394</b>
<b>In Year Balance</b>					<b>219,239</b>	<b>6,602</b>	<b>-84,660</b>	<b>-38,596</b>	<b>-86,394</b>
<b>Balance Including Any Base Expenditure Not utilised in Previous Financial Year</b>						<b>225,841</b>	<b>141,181</b>	<b>102,585</b>	<b>16,191</b>

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## 2018/19 WARD FUNDING ALLOCATIONS

For 2018/19 each Ward will have an allocation of £10,000 Ward Alliance Fund.

50% of the funding requires a match-funding element of volunteer time that directly relates to the project in question, or other match funding resources (such as free room hire or donations of goods and equipment). This reflects the fact that the fund is intended to support volunteering and social action in our communities.

50% can be used for initiatives that have no volunteer element – such as the purchase and installation of benches, hanging baskets or other street furniture.

Area Councils have the option to allocate up to £20,000 from the Area Council budget to each of their Ward Alliances. This is discretionary to each Area Council.

The carry-forward of remaining balances of the 2017/18 Ward Alliance Fund will be combined and added to the 2018/19 Allocation, to be managed as a single budget with the above conditions.

All decisions on the use of this funding need to be approved through the Ward Alliance.

### CUDWORTH WARD ALLIANCE

For the 2018/19 financial year the Ward Alliance has the following available budget.

£10,000	base allocation
£861	carried forward from 2017/18
£10,000	devolved from Area Council
<b>£20,861</b>	<b>total available funding</b>

Project	Allocation	Match funding element of allocation	Non Match funding allocation remaining £10,430	Allocation Remaining £20,861.00
Hanging Baskets in Cudworth (x30)	£1,650.00	£0	£8,780.00	£19,211.00
Cudworth Achievement Awards 2018	£1,253.00	£0	£7,527.00	£17,958.00
CWA Working Fund	£2,000.00	£,2000.00	£7,527.00	£15,958.00
Grimethorpe Youth Band – Youth band workshop	£525.00	£525.00	£7,527.00	£15,433.00
Friends of Birkwood PS - Birkwood Brass	£1,253.00		£6,274.00	£14,180.00

Cudworth Businesses & Community Together	£1,000.00	£1,000.00	£6,274.00	£13,180.00
CWA - Christmas Tree Lights switch on	£1,105.00	£1,105.00	£6,274.00	£12,075.00
CWA - Love your street Bloemfontein St/Jackson St	£4,000.00	£4,000.00	£6,274.00	£8,075.00
Cudworth Women's circle - Meetings & activities	£400.00	£400.00	£6,274.00	£7,675.00
Age UK - Together in Cudworth Christmas Panto & Carols	£350.80	£350.80	£6,274.00	<b>£7,324.20</b>

#### MONK BRETTON WARD ALLIANCE

For the 2018/19 financial year the Ward Alliance has the following available budget.

£10,000	base allocation
£556	carried forward from 2017/18
£10,000	devolved from Area Council
<b>£20,556</b>	<b>total available funding</b>

Project	Allocation	Match funding element of allocation	Non Match funding allocation remaining <b>£10,278</b>	Allocation Remaining <b>£20,556.00</b>
MBWA - x40 Hanging baskets	£2,200.00	£0	£8,078.00	£18,356.00
MBWA Working Fund 2018	£2,000.00	£0	£6,078.00	£16,356.00
MBWA Christmas Activities 2018	£2,500.00	£2,500.00	£6,078.00	£13,856.00
Burton Grange	£1,000.00	£1,000.00	£6,078.00	£12,856.00

Community Centre				
The Village History Group - Monk Bretton bygones	£485.00	£485.00	£6,078.00	£12,371.00
Ad Astra - Great Oral Health	£1,312.50	£1,312.50	£6,078.00	£11,058.50
CAB - Monk Bretton Outreach Project	£1,572.00	£1,572.00	£6,078.00	£9,486.50
MB Community Centre Management committee - Young People's summer programme	£500.00	£500.00	£6,078.00	8,986.50
Physical Futures - Carlton Gala	£545.00	£545.00	£6,078.00	8,441.50

#### **NORTH EAST WARD ALLIANCE**

For the 2018/19 financial year the Ward Alliance has the following available budget.

£10,000	base allocation
£1,663	carried forward from 2017/18
£10,000	devolved from Area Council
<b>£21,663</b>	<b>total available funding</b>

<b>Project</b>	<b>Allocation</b>	<b>Match funding element of allocation</b>	<b>Non Match funding allocation remaining £10,831</b>	<b>Allocation Remaining £21,663.00</b>
Grimethorpe Pentecostal Church - Kids Club	£545.00	£545.00	£10,831	£21,118.00
Grimethorpe Village Centre OAPs - Preventing Isolation	£137.00	£137.00	£10,831	£20,981.00
Shafton PC - Community Defib	Project withdrawn			

NE Working Fund	£2,000.00	£2,000.00	£10,831	£18,981.00
IDAS Staying safe-staying put	£400.00	£400.00	£10,831	£18,581.00
Great & Little Houghton TARA - Bingo sessions to prevent isolation	£600.00	£600.00	£10,831	£17,981.00
Grimethorpe Youth Band - Youth Band Workshop	£525.00	£525.00	£10,831	£17,456.00
Love Life UK Outreach - Lovelife Festival	£1,524.00	£1,524.00	£10,831	£15,932.00
Reds in the Community - Street Games Doorstep Club Activities	£513.00	£513.00	£10,831	£15,419.00
Great Houghton VHC - Great Houghton Family Fun Day	£944.00	£944.00	£10,831	£14,475.00
Love Grimethorpe - Ladywood school 50th anniversary planting	£500.00	£500.00	£10,831	£13,975.00



## ROYSTON WARD ALLIANCE

For the 2018/19 financial year the Ward Alliance has the following available budget.

£10,000	base allocation
£0	carried forward from 2017/18
£10,000	devolved from Area Council
<b>£20,000</b>	<b>total available funding</b>

<b>Project</b>	<b>Allocation</b>	<b>Match funding element of allocation</b>	<b>Non Match funding allocation remaining £10,000</b>	<b>Allocation Remaining £20,000.00</b>
IDAS - Staying safe, staying put	£400.00	£400.00	£10,000	£19,600.00
DIAL - Outreach programme	£4,188.00	£4,188.00	£10,000	£15,412.00
RWA - 24 Hanging baskets	£1,320.00	£0	£8,680.00	£14,092.00
16th Barnsley Royston Scout Gp - Gas Fired water boiler	£803.97	£803.97	£8,680.00	£13,288.03
Royston Working Fund	£2,000.00	£2,000.00	£8,680.00	£11,288.03
Greenfingers Gardening Club	£840.00	£840.00	£8,680.00	£10,448.03
RWA - Summer Holiday activities	£1,084.00	£1,084.00	£8,680.00	£9,364.03
RWA - Summer Community Cohesion events	£1,505.00	£1,505.00	£8,680.00	£7,859.03

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## **BARNSELY METROPOLITAN BOROUGH COUNCIL**

**North East Area Council**

**Report of the Area Manager**

**September 27<sup>th</sup> 2018**

### **Agenda Item 7**

#### **The Environmental Enforcement Commission 2019 – 2020**

##### **1. Background**

The Environmental Enforcement Commission with Kingdom Security finishes at the end of March 2019. At the July meeting of the North East Area Council it was agreed that a Steering Group of Councillors would review the contract in depth, and then provide recommendations for the North East Area Council to consider.

A workshop was held on Thursday, August 1<sup>st</sup>, 2018 at the Bow Street offices, and Paul Brannan, Head of Community Services, was invited to the workshop to provide technical advice. A copy of the workshop notes are attached (please see Appendix A).

##### **2. Draft Specification**

It was agreed that the Area Manager should produce a draft Specification for consideration by the North East Area Council (Please see Appendices B, C, D, E, and F) which would be discussed at the September meeting of the North East Area Council.

##### **3. Recommendations**

- **For the North East Area Council to recommission a similar zero tolerance enhanced service, to include a more visible uniformed presence, and an educational element.**
- **The cost of the Environmental Enforcement commission will be £65,000, with a Service Level Agreement cost of £5,000, making the total cost of the initiative £70,000.**
- **It should be noted that the tender may be issued in Lots alongside amended Enforcement Services to be delivered by the South Area Council and the Central Area Council.**
- **For the North East Area Council to approve the Tender Specification as detailed in**

**Appendix B**

**Invitation to Tender- Project Overview and Scope of Service**

**Appendix C**

**Instructions for Tendering and Tender Evaluation**

**Appendix D**

**Pricing Schedule and Form of Tender**

**Appendix E**

**Form of contract**

**Appendix F**

**Timeline**

**Caroline Donovan  
Area Council Manager**

**27<sup>th</sup> September, 2018.**

**Appendices**

Appendix A	Workshop Notes, August 1 <sup>st</sup> 2018
Appendix B	Invitation to Tender - Project Overview and Scope of Service
Appendix C	Instructions for Tendering and Tender evaluation
Appendix D	Pricing schedule and Form of Tender
Appendix E	Form of contract
Appendix F	Timeline

## **Environmental Enforcement Contract Workshop**

### **North East Area Council**

**Thursday, August 1<sup>st</sup>, 2018, at the Bow Street Offices.**

#### **Present:**

Councillor Joe Hayward

Councillor Caroline Makinson

Councillor Jeff Ennis

Paul Brannan

Head of Safer Communities

Caroline Donovan

North East Area Council Manager

### **1. The Current Commission**

The Area Manager circulated the papers with regard to the current commission. This included a report of the Milestones, Outputs and Interventions performance targets, an Overview narrative, the Tasking report with details of actions taken, the number of Fixed Penalty Notices per activity' and per Ward, the number of hours patrolled and two Case Studies.

The Area Manager went through each report and explained the information received. The Councillors noted that these reports were submitted for each quarterly Contract meeting.

The Area Manager asked for it to be noted that the communications and feedback had improved significantly since Adrian, the new Team Manager, was in post. Additionally the Case Studies were a lot better quality and gave a more detailed picture of improvements made. It was noted that Adrian had won Kingdom's Employee of the Month award.

It was also noted that relationships with Parking Services were improving. Meetings have taken place to resolve any operational issues and Parking Services are sending a daily email about which area they will be patrolling to Adrian. Additionally regular monthly meetings have been organised between Parking Services and Adrian.

The joint operation Duxford with all the enforcement services taking part in Grimethorpe had been very successful. A reparation litter pick will be held in Grimethorpe with 24 juveniles. Kingdom will provide all the equipment required such as gloves, litter pickers and black bags.

To date for Quarter One 132 Fixed Penalty Notices have been issued, with 128 for littering and 4 for dog fouling. Additionally 113 PCN's have been issued. It was noted that on average it takes 6 hours to get one FPN for dog fouling and that dog fouling is more difficult than littering to address.

There has been an increase in specific witness information regarding offenders throwing litter from vehicles. It was explained that Kingdom will contact the offender

when a witness statement has been completed, and offer them, in the first instance, to opportunity to pay a FPN rather than going to court. The charge for FPN for littering is £100.00.

The revenue raised for the North East for this quarter for littering and dog fouling is £5,699.00. It was noted that the income received does not reflect the amounts of tickets issued as 60% of people prefer to pay through instalments.

Operations have taken place at the Millennium Green in Grimethorpe which has been a hot spot for litter. Stickers and signage has been put up in the area, and regular patrols are taking place. A combined littering and parking operation took place on Carlton Street and Robert Street in Cudworth and 47 PCN's and 19 FPN's were issued.

It was noted that the quality of the intelligence is very important and as much information should be given as possible regarding description, times and locations.

## **2. Costs**

The cost of the commission and service level agreement were circulated for the Councillors' information. It was noted that the current cost of the commission, including the service level agreement is £66,796, and that the fines received in 2017 / 2018 were approximately 50% of this figure.

## **3. Joint commission**

The Area Manager explained that this was a joint commission with the South, Central and Dearne Area Councils. However the other Area Councils were reviewing their individual commissions and it was likely that there may be some amended changes to the Environmental Enforcement Services provided by the Central Area Council and the South Area Council.

## **4. Paul Brannan, Head of Safer Communities, Update**

Paul explained that nationally concerns had been raised with regard to incentivised ticket issuing taken place, however this is not the case in Barnsley. The Barnsley Town Centre is operating as a cost neutral commission with a uniformed service always visible.

A discussion was held with regard to several options that the Councillors may want to consider for 2019 / 2020. These included:

- Do not recommission an Environmental Enforcement Service
- Recommission a similar Zero Tolerance service but enhance it to cover areas discussed such as a more visible uniformed presence, and educational activities focusing on keeping the local communities clean and tidy.
- Commission a cost Neutral Service similar to that in the Town Centre

- Consider including other service provision such as fly tipping in residential areas, but this would involve an increased cost. Paul said that there are five companies nationally who may be interested in submitting a tender.

The Area Manager asked Paul if it would be possible to renegotiate the Service Level Agreement with the Community Safety Service and it was agreed that they would discuss this further.

The Councillors considered all the options available to them, and unanimously agreed that they thought an Environmental Enforcement commission which would provide a highly visible uniformed presence, which would act as a deterrent, would be the best option for their communities. It was agreed that the commissioned service should include an educational element in the service provision which would include educational activities about the importance of keeping communities clean and tidy.

## **5. Workshop Recommendation**

- **For the North East Area Council to recommission a similar Zero Tolerance enhanced Service to include a more visible uniformed presence, and an educational element.**
- **It should be noted that the tender may be issued in Lots alongside amended Enforcement Services to be delivered by the South Area Council and Central Area Council.**
- **It can be noted that the Head of Stronger Communities, Kate Faulkes, the Head of Safer Communities, Paul Brannan and Dale Sparks, Head of Commercial and Operational Service Support will be meeting to discuss how in the longer term the mainstream Services and the Area Council commissions can provide a more effective and efficient service through partnership working.**

**Caroline Donovan  
Area Council Manager  
27<sup>th</sup> September 2018**

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**BARNSLEY METROPOLITAN  
BOROUGH COUNCIL**



**NORTH EAST AREA COUNCIL**

**ENVIRONMENTAL ENFORCEMENT**

**PROJECT REF: DN361791**

**INVITATION TO TENDER  
PART 1**

**PROJECT OVERVIEW AND SCOPE OF  
SERVICE**

**RETURN DATE: 5 pm, 5<sup>th</sup> NOVEMBER  
2018**

**Wendy Lowder  
Interim Executive Director, Communities  
Barnsley MBC  
Communities  
Westgate Plaza One  
PO Box 609  
Barnsley  
S70 9FH**

## **PART 1**

### **CONTENTS**

#### **PROJECT OVERVIEW AND SCOPE OF SERVICE**

Appendix A – Overview of the Area Council Arrangement

Appendix B – North East Area Council

Appendix C – Safer Communities Environmental Crime Enforcement  
Policy

## PART 1

### PROJECT OVERVIEW AND SCOPE OF SERVICE

#### 1. INTRODUCTION

- 1.1 The North East Area Council has reaffirmed ‘the environment’ as one of the key issues that they wish to prioritise during 2019 - 2020. Within the context of this priority, an enhanced **enforcement service** is seen as vital to prevent environmental problems escalating and to ensure that the positive work undertaken to maintain the environment is not undone by an anti-social minority.

Public feedback consistently identifies environmental blight through littering, dog fouling and illegal parking as a significant cause of local concern and highlights where the people who live and work in the area want to see action being taken.

This proposed intervention will strengthen the ability to demonstrate a strong stance on enforcement issues through this extra provision and will be marketed through a No Tolerance approach in the t Area Council has been identified above.

Background information about Barnsley Council’s Communities and Area Governance Service and the associated Area Council structure can be found at Appendix A.

#### 2. BACKGROUND AND CONTEXT

- 2.1 The Area Councils will purchase bespoke services to tackle the areas of concern most affecting our communities. The aims of procuring bespoke environmental enforcement services are to respond to locally identified priorities, encourage the public to take pride in their local environment and facilitate a change in behaviours and attitudes towards looking after the environment. The majority of residents take pride in where they live and treat their local environment and fellow residents with respect. More robust enforcement will help the Area Councils to isolate the small minority that disrespect their environment and fellow residents and take robust action against them to change the way they behave and make them contribute towards the costs of improving the environment in which we live.

The Area Council will seek to maximise the impact of resources being earmarked to address environmental crime by procuring high quality proven services and to operationally align those services to the Council’s Safer Communities Service and Parking Services (the existing core services). This arrangement is designed to achieve the best possible value for residents by purchasing the necessary skills and expertise at an affordable price. By subsequently aligning these bespoke additional services to the existing core services provided by the Council, the Area Council will ensure that any service is delivered within the parameters of the Council’s policies, with the integrity and authority it requires and within the existing operational infrastructure of the Council.

## 2. **BACKGROUND AND CONTEXT** (Cont'd)

2.2 A key purpose of Area Council's is to grow community capacity by commissioning local services and encouraging volunteering. The aims of Area Governance are to:

- Ensure people of all ages have a much greater involvement in designing services and actively participating in improving their lives.
- Support the many benefits of volunteering and foster the many and diverse opportunities for residents to gain new skills and experiences through volunteering.
- Ensure customer services and the citizen experience of access is improved.
- Engage local communities in helping to shape the decisions and services in their neighbourhood.
- Ensure the Council operates fairly and demonstrates total commitment to equalities in policy and practice.
- Establish new models of delivering services guided by local choice and need.

## 3. **STRATEGIC VISION AND VALUES**

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

### **Working Together**

- We work as "One Council" to do the best that we can for our customers
- We build partnerships and work with others to achieve the best for Barnsley
- We are understanding and supportive of others, respecting and valuing differences
- We are open and honest about what we are able to achieve, the decisions we make and how well we are doing
- We are true to our word, reliable and fair
- We are responsible and accountable for our actions

### **Excellence**

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

### **Pride**

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

## 4. **COUNCIL PRIORITIES AND OUTCOME STATEMENTS**

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

Improving people's potential and achievement	Inspire the local community to 'Love Where They Live' Increase employment, skills and work experience at local level
--	---

Growing the economy	<p>Improve the local environment (make the area more attractive to shoppers and new businesses)</p> <p>Keep the Wards clean, well maintained and attractive</p> <p>Increase employment, skills and work experience at local level</p>
Changing the relationship between the Council and the Community	<p>Increase the number of people engaged in voluntary activities in the community</p> <p>The provision of a uniformed service to act as a deterrent to the small minority that disrespect their environment</p> <p>Young people involved in reparation activities</p>

## 5. **AIMS AND OBJECTIVE OF THE SERVICE, INCLUDING SOCIAL VALUE OBJECTIVES**

5.1 The overarching aims and objectives of the service for the North-East are:

- Services are designed to operate locally and address the priorities and hot spots
- Inspire people who live and work in the areas to 'Love Where they Live'
- Maintain and improve Environmental Standards
- Educate people who live and work in the area about the importance of not dropping litter, letting a dog foul and illegal parking
- Provide a uniformed highly visible presence to act as a deterrent.
- Attend Street Surgeries on a regular basis.
- Provide regular opportunities for reparation for young people
- Keep the Wards clean and well maintained
- Link with other Area Council procured services, to support the over-arching aims of area governance shown above
- Close working relationship with the Council's Safer Communities Service and Parking Services
- A service that fully complements existing 'core' environmental enforcement service provision provided by the Council's Safer Communities Service and Parking Services.

## 5. **AIMS AND OBJECTIVE OF THE SERVICE, INCLUDING SOCIAL VALUE OBJECTIVES** (Cont'd)

Under this contract, the successful Service Provider will be required to actively contribute to the achievement of specific **Social Value Objectives**. These reflect the vision and corporate priorities of the Council outlined in Sections 3 and 4 and include:

- Develop strong community networks, community self-help and resilience
- Improve physical health and emotional well-being in the area
- Improve the local environment

- Increase the number of people engaged in voluntary activities in the community
- Increase skills and work experience at local level
- Promote employment and training opportunities within the locality

## 6. **THE SERVICE AND ACTIVITIES TO BE DELIVERED**

### 6.1 GENERAL

The Service to be provided flexibly according to need and to include evenings and weekends with a minimum of 10 hours per week per officer spent working either weekends, or week days before 8am or after 5pm.

100% coverage in the event of annual leave, sickness or other leave related absence will be provided by the Service Provider to maintain service delivery.

The Environmental Enforcement Officers provided by the Service Provider must be able to proactively issue tickets for littering, parking and dog fouling offences from the contract start date.

Environmental Enforcement Officers must be provided with appropriate mobile communication devices.

### 6.2 LOT SPECIFIC

#### Lot 1 - North East Area

To provide the North East Area Council with 2 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period with options to extend for 2 further periods each of 12 months. For more details on extension periods please see Section 11 Contract Value and Contract Duration

The Service will cover the four Wards of the North East Area Council of Cudworth, Monk Bretton, North East and Royston.

There will be no abstractions of the dedicated North East Environmental Enforcement Officers from the North East area.

### 6.3 DUTIES OF THE SERVICE PROVIDER'S ENVIRONMENTAL ENFORCEMENT OFFICERS

To target problems of littering, dog fouling and parking enforcement within all Lot Areas. This will include proactive patrolling based on intelligence profiles provided from information gathered from the Environmental Hotline number, also from members of Area Councils, Area Manager's and the Council's Safer Communities Service. The Safer Communities Service will provide intelligence to the provider to enable suitable deployment of staff and resources.

The Service Provider's Enforcement Officers will patrol priority areas and robustly enforce against any offences witnessed by issuing a fixed penalty notice.

Fixed Penalty Notices or Penalty Charge Notices will be issued in all circumstances where an offence has been witnessed or established.

Where littering is observed from vehicles, registration numbers will be taken and passed to the Council's Safer Communities Service, along with a witness statement to allow for the serving of a Fixed Penalty Notice.

The Service Provider will provide verbal and written updates to the Area Managers regarding emerging problem areas or trends.

At least 85% of contracted time is to be spent out of the office either patrolling or on targeted operations linked to litter, dog fouling and parking enforcement.

BMBC enforcement uniforms (to be provided free of charge) with relevant authorities and insignias must be worn, unless plain clothes operations are being undertaken.

The Service Provider's Enforcement Officers will maintain a pocket notebook which will be kept up to date and will be the subject of periodic checking by the Tasking Officer.

For 1 hour at the end of each working week, the Service Provider's Enforcement Officers will be required to complete a weekly report sheet detailing activity and outputs for the week. This will include reference to, as appropriate to the individual lot specifications:

- Overall patrolling hours by Ward
- Number and Locations of Litter Specific Operations
- Number and Locations of Dog Fouling Operations
- Number and Locations of Parking Operations
- Number locations and type of other activity
- Number of Littering FPNs, broken down to Ward level
- Number of Dog Fouling FPNs, broken down to Ward level
- Number of Parking PCNs, broken down to Ward level
- Other Activity

#### 6.4 OTHER CONTRACT DETAILS: PARTNERSHIP WORKING

The Service Provider should establish and maintain close working relationships with active local resident groups to build intelligence networks and to improve personal levels of responsibility.

#### 6.4 OTHER CONTRACT DETAILS: PARTNERSHIP WORKING (Cont'd)

The Service Provider will ensure good liaison with other services operating in all five areas. This will be co-ordinated via each Area Manager and the Council's Safer Communities Service and Parking Services.

**The Service Provider's Environmental Enforcement Officers will work to complement the 'core' service offer of BMBC services, working flexibly alongside core services deployment protocols in order to avoid duplication and ensure added value.**

The Service Provider's Environmental Enforcement Officers will work alongside other partners and commissioned services on joint operations. The Service Provider and the Council's Safer Communities Service will work with each Area Team to identify opportunities for reparation work to be undertaken in all three areas so that justice can be seen to be done locally.

## 6.5 BMBC ROLES AND RESPONSIBILITIES

The Council's Safer Communities Service will provide the following equipment and services free of charge. This is to ensure that the Service Provider's enforcement services:

- Operate as part of the broader approach to community safety and enforcement
- Operate with the same degree of integrity
- Benefit from existing local infrastructure
- Do not duplicate core Council enforcement activity
- Can legitimately act on behalf of the Council as the primary enforcement agent in the North East.

The detail below describes the arrangements, which will enable the Service Provider's Environmental Enforcement Service to be bespoke and matched to the needs of each of the five Area Councils, whilst enabling operational effectiveness and legitimacy within the corporate requirements of Barnsley MBC. Accordingly, and for the avoidance of doubt, tenderers **will not** be required to include within their tender bids for costs associated with the 'Equipment' and 'Support' detailed below because these items will be provided free of charge by the Council:

### Equipment

- Body Cameras (1 per officer).
- Appropriately branded vehicles at a ratio of 1 per 2 officers to provide transport for the Service Provider's Enforcement Officers across the three Area Councils Ward Areas. Vehicles will carry the insignia of the Area Council and Barnsley MBC Safer Communities Services.
- Safer Communities uniforms with clear designation of authorities carried out and the Area Council from which the officers are functioning.
- Pocket Books.
- Office accommodation at a central location.

## 6.5 BMBC ROLES AND RESPONSIBILITIES (Cont'd)

### Support

- Officer support to process fines and PCNs issued by the provider and ensure income is recycled to the five area Councils.
- Support providers to promote the initiative to local residents and the wider community.



## 6.6 OPERATIONAL ACTIVITIES TO BE UNDERTAKEN BY BARNESLEY MBC SAFER COMMUNITIES SERVICE

The Council's Safer Communities Service will:

- Authorise the Service Provider to act on behalf of the Council, including endorsement of individual officer competencies to discharge certain powers.
- Provide weekly tasking requirements according to local hot spot areas and areas identified for priority intervention.
- Deal with all direct telephone and e-mail enquiries from Elected Members (Tasking Officer responsibility) to contribute to local intelligence and inform service priorities.
- Process all dog fouling and littering fines for payment.
- All prosecutions or court warrants for non-payment will be secured by the Safer Communities Service (Service Solicitor and Head of Service).
- All fine payments will be recycled by the Safer Communities Service to the relevant Area Council where issued by the Service Provider.

## 6.7 OPERATIONAL ACTIVITIES TO BE UNDERTAKEN BY BARNESLEY MBC PARKING ENFORCEMENT TEAM

The BMBC Parking Enforcement Team will:

- Authorise the Service Provider to act on behalf of the Council, including endorsement of individual officer competencies to discharge certain powers.
- Provide daily reactive tasking requirements according to local hot spot areas and areas identified for priority intervention.
- Deal with all direct telephone and e-mail enquiries from Elected Members (Tasking Officer responsibility) to contribute to local intelligence and inform service priorities.
- Tasking Officer will provide Area Managers with quarterly performance reports for submission to the Area Council.
- Process all parking enforcement notices for payment.

## 6.7 OPERATIONAL ACTIVITIES TO BE UNDERTAKEN BY BARNESLEY MBC PARKING ENFORCEMENT TEAM (Cont'd)

- All prosecutions or court warrants for non-payment will be secured by this team (Service Solicitor and Head of Service).
- All fine payments will be recycled by this team to the relevant Area Council where issued by the Service Provider.

Please see Appendix F for more details of the Services Provided by BMBC Parking Enforcement Team.

## 6.8 OPERATIONAL ACTIVITIES TO BE UNDERTAKEN BY SERVICE PROVIDER

The Service Provider will:

- Provide Environmental Enforcement Officers as outlined within this document.
- Issue fines (FPNs and PCNs) correctly upon witnessing an offence occurring.
- On no less than a monthly basis share intelligence gleaned by the Service Provider with the Local Safer Neighbourhood Team & Parking Services.

6.9 The above describes arrangements which will enable environmental enforcement services to be bespoke and matched to the needs of each of the five area Councils, whilst enabling operational effectiveness and legitimacy within the corporate requirements of Barnsley MBC.

## 7. **TARGET GROUPS AND/OR AREAS**

7.1 The service will target the streets, neighbourhoods and people who live or work in the wards making up each of the 5 Area Council Areas:

Lot 1 – North East Council - Wards of Cudworth, Monk Bretton, North East and Royston

## 8. **EQUALITY IMPACTS**

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

Please also refer to Part 4 – Form of Contract.

## 9. **PERFORMANCE MEASURES/OUTPUTS**

### 9.1 SERVICE OUTCOMES AND MEASURES

Table 1 below details the outcomes or results that the Service Provider is required to achieve as a consequence of the service being delivered. A list of possible measures to monitor and evidence the achievement of outcomes is also provided. This is indicative only and Tenderers are required, as part of their tender return, to propose their own list of outcome measures, along with realistic targets, baselines and a methodology for gathering the data/measuring. Final measures and targets will be agreed prior to contract commencement.

Please refer to Part 2 – Tender Quality Questionnaire.

### 9.2 TABLE 1

<b>Performance Measures</b>		
<i>Outcome</i>	<i>Outputs</i>	<i>Method</i>
Inspire the local community to 'Love Where They Live'	Number of positive news stories generated	Evidenced by quarterly contract management reports, to include 2 positive case studies per quarter
Increase employment, skills and work experience at local level	Number of local people recruited onto this project/and trained	Evidenced by quarterly contract management reports
Improve the local environment (make the area more attractive to shoppers and new businesses)	Number of positive news stories generated at 2 per quarter	Evidenced by quarterly contract management reports
Keep the Wards clean, well maintained and attractive	Number of patrolling hours completed by ward – must equate to minimum of 85% of officer time	Evidenced by quarterly contract management reports
	Number of FPNs and PCNs issued per ward, broken down by dog fouling, littering and parking	Evidenced by quarterly contract management reports
	Number of targeted operations at 2 per ward per quarter	Evidenced by quarterly contract management reports, including case studies
	Number of restorative justice referrals made or placements provided	Evidenced by quarterly contract management reports, including case studies
	Promotion of Love Where	

	You Live & other environmental projects	
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## 10. **PROCUREMENT PROGRAMME**

Indicative Programme:	
Tender Return	5 November 2018 (5 pm)
Tender Evaluation	12 <sup>th</sup> November 2018 – 16 <sup>th</sup> November 2018 (Interviews w/c 12th November 2018)
Tender Report and Approval to Award	Week commencing 19 <sup>th</sup> November 2018
Standstill Period and Feedback	Starts 26 <sup>th</sup> November 2018
Issue of Letter Intent and Contract	7 <sup>th</sup> December 2018
Contracts Commence	1 April 2019

## 11. **CONTRACT VALUE AND CONTRACT DURATION**

11.1 The contract(s) will commence on the 1 April 2019

11.2 It is anticipated that the contracts will be for 12 months, with an option to extend by 12 months and then a further 12 months (1 year +1+1). However, a 6 month break point exists when performance and achievement of outcomes will be reviewed and, on the basis of findings, decisions will be taken to either continue to full term or cease the contract.

There are no guarantees after the first initial 12 months that each individual Area Council will have the funding available to extend the contract or will decide it has a continuing need either the same level of service or for the service as a whole. Each Area Council has their own budget and this may result in individual Lots coming to an end.

The estimated cost of the North East Area Council is £65,000. Individual lot details for required resources for each Area Council will be provided at a later date.

## 12. **CONTRACT TERMS AND CONDITIONS**

12.1 See Part 4 – Form of Contract.

## 13. **CONTRACT MONITORING AND RECORDING REQUIREMENTS**

13.1 The three Area Councils have developed a detailed specification outlining specific requirements of an environmental enforcement service for the areas. The three Area Councils will be responsible for commissioning these services from the most appropriate Service Provider, following a transparent and robust tendering exercise. Once a Service Provider is commissioned, the three Area Councils will oversee the delivery of the contract in line with the agreed Specification. Each lot will be individually contract monitored and managed by each Area Council Manager. Within the Specification, the relationship between the successful Service Provider and Barnsley Council's Safer Communities Service and Parking Services is clear and this should be unequivocally demonstrated and only Providers recognising this relationship will be considered for award of this contract.

13.2 The appointed Service Provider will need to continually demonstrate and evidence the effectiveness of the service in terms of delivering the required outcomes and achieving the agreed targets for each Lot. It is a key requirement of the Service Provider to:

- Collect, collate and report on a range of agreed measures on a quarterly basis as part of a quarterly reporting regime for each Lot. This will include the provision of data at ward level. It will also include providing a minimum of 2 detailed case studies per quarter.
- Monthly operational meetings will be required with the North East Area Manager, and the provider will be expected to attend the monthly matrix meetings.
- Establish compatible systems to ensure effective management and performance management of the service. Information systems must comply with the requirement of the Data Protection Act.
- Attend monthly, and quarterly meetings with the North East Area Council Manager's, in their capacity as Contract Managers, to discuss contract performance and management issues and any Ward or Area Council report requirements, and request any additional information and provide clarification on pertinent issues, as required.
- Submit a 12 month break/review performance report and provide any other information required to inform that review.
- Subject to satisfactory 12 month review outcome, attend a 'lessons learned' meeting to be convened one month before the one year contract end date and submit an end of project performance report prior to this end date, fully and properly evidencing achievement of outcomes.

Each of the Area Council Manager's for each lot will be involved in all performance reviews and may reasonably request additional information at any time.

### 13.3 MONTHLY REPORTING REQUIREMENTS

The Council's Tasking Officer will collate reports, based upon information gathered and provided by the Service Provider and will provide monthly written reports to the Contract Management meetings and Elected Members detailing the following:

- Overall patrolling hours by Ward
- Number and Locations of Litter Specific Operation
- Number and Locations of Dog Fouling Operations
- Number and Locations of Parking Operations
- Number Locations and type of other activity
- Number of Littering FPNs
- Number of Dog Fouling FPNs
- Number of Parking PCNs
- Other activity

### 13.4 QUARTERLY REPORTING REQUIREMENTS

The Area Managers will ensure that the three Area Councils receive a full quarterly performance management report that incorporates the contract monitoring and management information from the environmental enforcement Provider. This report will outline overall performance and activity for the previous quarter and establish tactical and strategic priorities for the coming quarter, as agreed with the Council's Safer Communities Service. Elected Members will be able to inform the Tasking Officer of specific issues of concern.

#### 13.4 QUARTERLY REPORTING REQUIREMENTS (Cont'd)

The general public can raise issues of concern through existing Council channels, as outlined in Appendix C. Other issues of concern may also be picked up through Police channels and both types of intelligence will be incorporated into the Service Provider's Enforcement Officers workload through the Tasking Officer.

#### 14. **QUALITY STANDARDS**

- 14.1 Robust policies and procedures are to be put in place to ensure safeguarding of all adults and children and, in particular, adequate measures and systems to ensure robust data protection and information governance.
- 14.2 The Service Provider has a legal obligation to adhere to all equality legislation. The Service Provider must produce its 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 relevant Area Council Manager.
- 14.3 In order for the Service Provider's service to align to the Safer Communities Service the following requirements must be met:
- (a) The Service Provider will operate completely within the Policies of Barnsley MBC (see Appendix D) with regard to enforcing against littering, dog fouling, parking and any other specified enforcement activity.
  - (b) The Service Provider will be tasked according to the local intelligence provided by the Members of the Area Council, the Area Matrix Teams and the Council's Safer Communities Service and must incorporate these tasks into their day-to-day workload.
  - (c) Staff employed by the Service Provider must meet the required competency levels of the Council to act as an enforcing agent on their behalf. This will include:
    - Understanding how to correctly interview a suspect and record the interview
    - Understanding what constitutes a littering and a dog fouling offence
    - Ability to illicit the necessary information required to pursue such an offence
    - Ability to process the information to issue a fixed penalty notice
    - Ability to offer an alternative to fixed penalty notice payment for juveniles
    - Understanding what happens if a fixed penalty notice is not paid
  - (d) The Service Provider's Enforcement Staff must wear the enforcement uniform of the Council.
  - (e) The Service Provider's Enforcement Staff must seek to meet the required integrity thresholds of South Yorkshire Police and Barnsley MBC. (See Appendix E).

- (f) The Service Provider's Enforcement Staff will operate from the same working bases as the local Safer Neighbourhood Teams aligned to Area Council boundaries wherever possible.
- (g) The Service Provider will share all local information intelligence and data established during the course of their activity with the Council's Safer Communities Service.



14. **QUALITY STANDARDS** (Cont'd)

Additionally:

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

Please also refer to Part 4 – Form of Contract

15. **TUPE**

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.

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.

- (i) The need to consult with recognised trade unions or other professional associations.
- (ii) The need to maintain existing rates of pay and conditions of employment of employees; and
- (iii) 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.

The Council will provide to tenderers such employment details of the workforce presently employed in connection with the services as may be provided by the present Service Provider only on completion and return of the Confidentiality Agreement which can be found in Appendix 4 in the ITT Part 3 and that such information will be treated as strictly confidential and will be used for no other purpose than in connections with the submission of a tender for the services. The completed Confidentiality Agreement should be returned through the discussions area of the YORTender system.

## APPENDIX A

### OVERVIEW OF THE AREA COUNCILS ARRANGEMENTS

#### **Barnsley Council is working together for a brighter future, a better Barnsley**

We will achieve this vision by driving change and improvements to achieve the following positive outcomes, including:

- A brighter future where people achieve their potential
- A better Barnsley where our residents think and feel we are making a difference together
- Working together with our partners and communities

Our three priorities to help us reach our vision are:

- Growing the economy
- Improving people's potential and achievement
- Changing the relationship between the council and community

The strength of every community in Barnsley lies in the commitment of the people who live there to make it a special place that everyone can feel proud of and part of.

Our aim is to unlock the capacity in our communities and optimise one of the resources still in great supply: the willingness of people to help each other.

We aim to mobilise citizens more effectively around locally agreed priorities and to achieve measurable impact through volunteering.

Our Area Governance arrangements are the framework to enable this to happen at a community level.

Our structure incorporates:

- Six Area Councils – Our Councillors responding to strategic priorities on an area basis and commissioning services with a strong social value ethos to meet these challenges.
- 19 Ward Alliances – Our Councillors working alongside community representatives to mobilise and enable community responses to local challenges.
- Neighbourhood Networks – Support to the 'virtual' networks that exist in our communities – the community organisations, committed individuals, businesses, faith groups, residents associations and all the other representatives that make our communities thrive.
- Our 'Love Where You Live' campaign to inspire people to get involved in volunteering locally to make in difference in their community.

## Our Future Council

### Our Vision

*Working together for a brighter future, a better Barnsley*

Working together – with our communities      A brighter future – people achieve their potential  
A better Barnsley – our residents think and feel we are making a difference together

### Our Priorities

- Thriving and vibrant economy
- Citizens achieving their potential
- Strong and resilient communities

### Our Values

#### Working together

*We work as one to do the best that we can for our customers and our communities*

#### Honesty

*We are open, honest, true to our word, reliable and fair*

#### Excellence

*We are committed to quality and value for money and believe only our best is good enough*

#### Pride

*We are proud of what we do to make Barnsley a better place*

## **APPENDIX B**

### **AREA COUNCIL LOT**

#### LOT 1 - NORTH EAST AREA

To provide the North East Area Council with 2 Environmental Enforcement Officers working 37 hours per week, 52 weeks per year dedicated to environmental enforcement activity over a 12 month period. For more details on extension periods please see Section 11 Contract Value and Contract Duration

The Service will cover the four Wards of the North East Area Council of Cudworth, Monk Bretton, North East and Royston.

There will be no abstractions of the dedicated North East Environmental Enforcement Officers from the North East area.

**APPENDIX C**

**COMMUNITY SAFETY ENFORCEMENT POLICY 2018**



**Safer Communities  
Environmental Crime  
Enforcement Policy**

**Version Control:** V1  
**Status:** Approved 25<sup>th</sup> July 2018  
**Date Edited:**

#### **POLICY REVIEW STATEMENT**

*This Policy will be reviewed every three years, or earlier, in line with Government guidance, best practice and legislative changes. As part of the review, we will consult with stakeholders on the contents and effectiveness of the Policy.*

#### **INTRODUCTION**

- 1 The health, wellbeing and safety of our residents, communities and visitors are of paramount importance. Barnsley Council is committed to working together with communities and its partners to maintain a clean and safe environment for the benefit of everyone who lives, works and visits the borough. Environmental crime will not be tolerated and the council will endeavour to act quickly, fairly and proportionately to minimise the impact on victims, the environment and communities. This will help the Council to achieve and deliver change and transformation in the coming years.
- 2 The functions undertaken by Council's Safer Neighbourhood Service assist the Council in achieving its commitments by contributing toward several of the Council's priority outcomes. It strives to accomplish this by undertaking its duties in a fair and equitable manner by requiring individuals, organisations and businesses to fulfil their legal responsibilities. It will achieve this using a combination of education, advice and regulation of others.
- 3 This Enforcement Policy gives clarity as to how the Service will achieve compliance by setting out the various options and the criteria used to determine the most appropriate response to breaches of legislation.

#### **STATUS OF THE ENFORCEMENT POLICY**

- 4 This policy has been developed and implemented after consultation with stakeholders and was approved by Cabinet on 25<sup>th</sup> July 2018. The amendments in this issue relate only to changes in legislation, national guidance or changes in local circumstances, they do not relate to changes in the overall objectives and principles of the policy.

5. This Policy takes account of the Principles of Good Enforcement: Policy & Procedures outlined in the national Enforcement Concordat and incorporates all aspects of good enforcement practice. It also incorporates the Regulators' Compliance Code which was issued by the Department for Business Enterprise and Regulatory Reform (2008) which Local Authorities are required to have regard to when taking enforcement action in certain specified areas. This includes action under the Control of Pollution (Amendment) Act 1989, Environmental Protection Act 1990, and the Clean Neighbourhoods and Environment Act 2005. In certain instances we may conclude that a provision in the code is either not appropriate, or is outweighed by another provision. We will ensure that any decision to depart from The Code is properly reasoned and based on sound material evidence.

#### STATEMENT OF OBJECTIVES

6. The Safer Neighbourhood Service will strive to ensure the health, safety and well-being of all residents, visitors and persons who work in the Borough. It will endeavour to ensure that legislation is enforced fairly and consistently to protect people from harm, support economic prosperity and ensure that no one member of the community can enjoy an unfair advantage by undertaking illegal activities.
7. Enforcement action, whether that is verbal warnings, written warnings, statutory notices, fixed penalty notices, simple cautions or prosecution, is primarily based upon an assessment of risks to health, safety, environment and well-being of residents, visitors and persons who work in the Borough.
8. The Council fully acknowledges and endorses the rights of individuals and will ensure that all enforcement action occurs in strict accordance with the Police and Criminal Evidence Act 1984; the Criminal Procedures and Investigations Act 1996; the Human Rights Act 1998; the Regulation of Investigatory Powers Act 2000 and its amendments; the Equality Act 2010; the Protection of Freedoms Act 2012 and other relevant legislation and guidance.
9. This policy outlines what the Council mean by environmental crime and the broad approach we will take in order to minimise the detrimental effect of environmental crime on residents, visitors and persons who work in the Borough.
10. This policy does not define detailed procedures of how we will deal with individual incidents of environmental crime.

12. Where there is specific guidance on enforcement action, for example, statutory guidance or other relevant guidance and codes of practice issued by professional organisations and bodies, this will be followed, unless there are specific Council policies, which would achieve at least equivalent standards.
13. The Safer Neighbourhood Service recognises that some individuals may have specific difficulties and have different needs in terms of accessing the service. This will be taken into account so as to ensure that the legislation is enforced fairly. Interpreters will be used where the stakeholder has difficulty in understanding English and help will be provided for people with impaired hearing, vision or any other impairment.
14. Enforcement action taken against an individual, business or other duty holder will be consistent with the Council's commitment to equality and diversity. When making a decision to take enforcement action we aim to ensure that there is no discrimination against an individual regardless of race, gender, disability, age, religious belief or sexual orientation.
15. All Authorised Officers will abide by this policy. Any departure from this policy must be justified and fully considered by senior management before the decision is taken.

### **PURPOSE OF ENFORCEMENT**

16. The purpose of enforcement is to ensure that preventative or remedial action is taken to protect health and the environment by securing compliance with the regulatory system. Whilst the Safer Neighbourhood Service seeks to ensure full voluntary compliance with relevant legislative requirements whenever possible, it will not hesitate to use its enforcement powers if necessary.

### **PUBLICITY**

17. The Council may utilise social media and other publications in order to advertise positive outcomes from Environmental Enforcement. Publicity around this form of enforcement may also take place in order to behavioural change campaigns.

### **DEFINITION OF ENVIRONMENTAL CRIME**



18. Environmental crime includes all offences either as defined in legislation or developed under the common law that relates to the environment. The environment is defined for the purposes of this policy as the surroundings in which we live. Section 1 of the Environmental Protection Act 1990 defines the environment as ‘all, or any, of the following media, namely the air, water, and land’.

The Council has the power to take enforcement action against persons that commit a variety of environmental crimes. The following are considered to be the core offences upon which action will be taken:

- Littering
- Dog fouling
- Abandoned vehicles
- Nuisance vehicles
- Fly-tipping
- Fly-posting
- Graffiti
- Duty of care offences
- Litter and refuse control offences
- Noise

This list is not exhaustive and represents the most common offences. We will always seek to take the appropriate action for these offences using a wide range of enforcement actions as prescribed by legislation.

### PRINCIPLES OF ENFORCEMENT

19. The Safer Neighbourhood Service believes in firm but fair regulation however, keeping actions still flexible enough to allow or even encourage economic progress. Underlying this policy are the principles of: **proportionality** in applying the law and securing compliance; **consistency** of approach; **transparency** about how the Service operates; **accountability** in accordance with the Regulators’ Code and what those who are regulated may expect from the Service and **targeting** of enforcement action.

#### Proportionality

Proportionality means related enforcement action to the risks. Those whom the law protects and those on whom it places duties (duty holders) expect that action taken by enforcing authorities, to achieve compliance, should be proportionate to any risks to public health, safety, environment, the rights of others and to the seriousness of any breach.

### **Consistency**

Consistency of approach does not mean dealing with similar situations in exactly the same way. It means taking a broadly comparable approach to achieve similar ends. There is a right to expect consistency from an enforcing authority when:

- a) Issuing advice
- b) Responding to requests for service
- c) Using statutory notices
- d) Deciding to prosecute.

### **Transparency**

Transparency is about the Service being open and clear about its enforcement activities and in particular helping duty holders, and individuals understand what is expected of them and what they can expect from the Service. It also means making it clear about what they have to do, but also, where this is relevant, what they do not have to do. That means distinguishing between what is a statutory requirement as opposed to what is advice or guidance about best practice.

### **Accountability**

Accountability means that Authorised Officers should be responsible for their enforcement actions and conduct. They should undertake their duties in a courteous and efficient manner and procedures are in place to allow duty holders, and individuals the opportunity to provide feedback and make complaints about the standard of service.

### **Targeting**

Targeting means making sure that enforcement is targeted primarily on those whose activities give rise to the most serious risk or where the hazards are least well controlled. The Environmental risk will ensure that action is focused on the duty holders who are responsible for the risk and best placed to control it by the effective use of tools and powers.

### SHARED ENFORCEMENT AND AUTHORISED OFFICERS

20. Legislation to protect public health, employees, animal health and the environment is enforced by several enforcement agencies. Where there are shared enforcement roles e.g. South Yorkshire Police, DEFRA, Environment Agency, Berneslai Homes and others the Authorised Officers will notify the relevant enforcement agency.
21. Officer Authorisation to utilise relevant powers is managed by the Local Authority and is based on Service competency and responsibility. This is also the case for external organisation authorisation to other services or companies where appropriate.

### OUR APPROACH

22. We are committed to dealing with environmental crime in our communities, considering existing and new methods of deterrence, detection, investigation and enforcement alongside partnership working with communities and other key agencies. We recognise different types of environmental crime will require use of different interventions and legislation to achieve the correct resolution. The decisions relating to how environmental crime is dealt with will be in-line with principles of enforcement contained within this Policy.
23. In making decisions on what method of intervention to use we will consider several criteria. The considerations used will include:
  - The seriousness of the offence;
  - The impact on individuals and the community;
  - The history of the activity;
  - Confidence in achieving compliance;
  - Consequences of non-compliance; and
  - Likely effectiveness of the various types of intervention.

24. Authorised Officers will generally take a staged approach to addressing incidents of environmental crime based on the above considerations and this Policy document. The staged approach, in no particular order could be as follows:

- Take no action;
- Take informal action;
- Issue formal/informal warning letters;
- Serve statutory notices;
- Issue formal cautions;
- Issue Fixed Penalty Notices (FPN);
- Prosecute;
- Issuing of Injunction;
- Seizure of equipment;
- Confiscation of assets.

Full details relating to each type of intervention can be found in our environmental operational procedures.

25. Higher level action may be required at times such as the following:

#### **Warrants**

Should any Authorised Officer be unreasonably refused access to a property and has strong grounds to believe that an illegal activity is taking place, or it is believed that an activity would temporarily cease and would continue at a later date, an application for a warrant may be necessary.

Although Authorised Officers have powers of entry in most circumstances they may apply for a warrant and request assistance from the Police in appropriate circumstances. All Officers identifying the need for a warrant will discuss the matter, prior to an application being made, with management to ensure it is in-line with this Policy.

#### **Seizure/Suspension**

Authorised Officers will use appropriate statutory powers to take possession and detain articles, substances or equipment where the relevant legislation allows and the criteria of which is met. This may include the seizure of articles, substances or equipment whilst investigations take place.

### **RECOVERY OF COSTS**

26. The Council will seek to recover the costs of any environmental crime investigation undertaken by the Council. Any monies recovered will be recycled in-line with current Government guidance.

### **DATA PROTECTION AND INFORMATION SHARING**

27. All data and information recorded as part of the Council's investigations will be processed under the Data Protection legislation. The Council Data Protection Policy and any relevant GDPR Information is available on the Council's website.
28. Confidentiality, Information Security and Computer Usage Policies set out further controls as part of the Council's overall commitment to ensuring compliance with Information Management and Security.
29. Where appropriate, the Council will share information with key partners such as South Yorkshire Police and Berneslai Homes in order to prevent and detect crime and to ensure a co-ordinated approach is taken to addressing Environmental Crime. In these circumstances, information will be shared securely in line with data protection laws, other relevant legislation including the Crime and Disorder Act 1998, the Inter-Agency Information Sharing Protocol and information sharing agreements in place with our key partner agencies.

### **EQUALITY AND DIVERSITY**

30. We are committed to promoting equality and diversity and ensuring that all our customers are treated fairly taking into account their individual needs. We will take all reasonable steps to ensure we do not unlawfully discriminate and will treat everyone with the same level of courtesy, dignity and respect regardless of:
- Disability;
  - Age;
  - Gender reassignment
  - Pregnancy, maternity, breastfeeding;
  - Marriage and civil partnership;
  - Race

- Religion and belief
- Sex
- Sexual orientation.

### **CUSTOMER FEEDBACK AND COMPLAINTS**

31. We are committed to providing a high quality customer-focused service and welcome feedback about what we are doing well and where we can make improvements. You can contact our Customer Feedback and Improvement Team by

- Visiting our website at [barnsley.gov.uk](https://barnsley.gov.uk) and completing the online form;
- Telephone us on 01226 773555;
- Write to us at Customer Services Feedback and Improvement Team, PO Box 679, Barnsley, S70 9GG

We also recognise that sometimes things can go wrong. When they do, we will work with customers to try and resolve the problem and learn from this to improve our services in future. As a first step we encourage customers to contact the responsible person who is dealing with the case or their supervisors so that we can work together to resolve the problem as soon as possible. Where this is not possible you can make a complaint by contacting our Customer Feedback and Improvement Team as detailed above.

### **ENVIRONMENTAL CRIME ENFORCEMENT FINE LEVELS**

32. It is not the intention of this policy to be prescriptive as to when a fixed penalty notice should be issued; officers must consider each set of circumstances when reaching a decision if the issue of a fixed penalty notice is appropriate. A fixed penalty notice may only be issued where an officer has reason to believe a person has committed a relevant offence and there is sufficient evidence to a criminal standard of proof to support prosecution should the notice be unpaid.

33. Fixed Penalty Notices are issued in order to provide the offender with the ability to discharge their conviction by way of paying the notice.

34. The below table relates to all environmental enforcement offences liable for discharge by means of Fixed Penalty Notice. The SNS does not currently utilise all the below powers, however does have the ability to do so if required.

35. The table below consists of the current fine levels for 2018/19, these levels are set by DEFRA and may be subject to change dependant on guidance or legislation changes and will be reviewed on an annual basis in-line with the Council's fees and charges.

Description of Offence	Legislation	Fixed Penalty Notice Levy
Abandoning a vehicle	Part 2 S10 Clean Neighbourhood & Environment Act 2005	£200
Depositing Litter	S87 Environmental Protection Act 1990	£100
Failing to comply with Litter Clearing Notice	S92C(2) Environmental Protection Act 1990	£100
Failing to comply with Street Litter Control Notice	S94(8) Environmental Protection Act 1990	£100
Distribution of Printed Matter	S94B and Schedule 3A Environmental Protection Act	£100
Graffiti (on property)	Part 6 S43 Anti-Social Behaviour Act 2003	£100
Graffiti (Highway Signs)	Part 6 S43 Anti-Social Behaviour Act 2003	£100
Graffiti (on Highways)	Part 6 S43 Anti-Social Behaviour Act 2003	£100
Flyposting (illegal adverts)	Part 6 S43 Anti-Social Behaviour Act 2003	£100
Failing to comply with Household Waste Provisions	S46 Environmental Protection Act 1990	£60
Failing to comply with Commercial or Industrial Waste provisions	S47 Environmental Protection Act 1990	£100
Failing to make/keep or provide documents relating to Controlled Waste	S34 Environmental Protection Act 1990	£300
Failing to produce a Waste Transfer Note	S34 Environmental Protection act 1990 Chapter 43 (Part II)	£300
Parking of vehicles exposed for sale on a road	Part 2 Clean Neighbourhoods & Environment Act 2005	£100
Repairing of vehicles in a road by a business	S4 Clean Neighbourhoods & Environment Act 2005	£100
Failure to remove dog faeces from designated land	S3 Dogs (Fouling of Land) Act 1996	£50
Failure to notify nominated key holder	S73(2) Clean Neighbourhoods & Environment Act 2005	£75

## APPENDIX C

Noise exceeding permitted levels (Domestic Premises)	S4 Noise Act 1996	£100
Noise exceeding permitted levels (Licenced Premises)	S4A Noise Act 1996	£500
Fly Tipping	S33(l) Environmental Protection Act 1990. The unauthorised deposit of waste (Fixed Penalties) Regulations 2016.	£300
<b>Note: All above fine levels could be subject to change dependant on legislation amendments.</b>		

**RELEVANT**

### LEGISLATION COVERED BY THIS POLICY

36. This policy takes into account relevant legislation including: *(List not exhaustive)*

- Anti-social Behaviour Act 2003
- ASB, Crime and Policing Act 2014
- Clean Neighbourhoods and Environment Act 2005
- Children's Act 2004
- Crime and Disorder Act 1998
- Criminal Justice and Police Act 2001
- Data Protection Act 1998 and 2003
- Dogs (Fouling of Land Act) 1996
- Environmental Protection Act 1990
- Equalities Act 2010
- Freedom of Information Act 2000
- Human Rights Act 1998
- Legal Aid, Sentencing and Punishment of Offenders Act 2012 (LASPO)
- Local Government Act 1972



## APPENDIX C

- Localism Act 2011
- Mental Health Act 1983 (amended 2007)
- Noise Act 1996 as amended by ASB Act 2003 and the Clean Neighbourhoods and Environment Act 2005
- Police and Criminal Evidence Act (PACE)
- Police Reform and Social Responsibility Act 2011
- Refuse Disposal (Amenity) Act 1978
- Regulation of Investigatory Powers Act 2000
- Road Traffic Regulation Act 1984.

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**BARNSELY METROPOLITAN  
BOROUGH COUNCIL**



**NORTH EAST AREA COUNCILS**

**ENVIRONMENTAL ENFORCEMENT**

**PROJECT REF: DN361791**

**INVITATION TO TENDER  
PART 2**

**INSTRUCTIONS FOR TENDERING, TENDER  
EVALUATION AND SELECTION QUESTIONNAIRE  
AND TENDER QUESTIONNAIRE**

**RETURN DATE: 5pm, 5 NOVEMBER 2018**

**Wendy Lowder  
Interim Executive Director Communities  
Barnsley MBC  
Communities  
Westgate Plaza One  
PO Box 609  
Barnsley  
S70 9FH**

## **PART 2**

### **CONTENTS**

#### **INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND SELECTION QUESTIONNAIRE AND TENDER QUESTIONNAIRE**

**Appendix (i) – Reference Template**

## PART 2

### INSTRUCTIONS FOR TENDERING/TENDER EVALUATION AND TENDER QUALITY QUESTIONNAIRE

Barnsley MBC (BMBC) requires the information sought in this document from providers responding to the notice placed in the Official Journal of the European Union and on the YORtender system

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

**5PM ON 5<sup>TH</sup> November 2018**

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

Part 1 – Project Overview and Scope of Service

Part 2 – Instructions for Tendering/Tender Evaluation/Selection Questionnaire/Tender Questionnaire

Part 3 – Pricing Schedule, Form of Tender and Appendices

Part 4 – Form of Contract

#### 2. INSTRUCTIONS FOR TENDERING

2.1 The text of the Tender Document shall not be altered by the Tenderer.

2.2 Tenders must not be qualified, conditional, accompanied by statements, which could be construed as rendering them equivocal and/or placed on a different footing to other Tenders.

2.3 Only the person named in the covering letter to this Tender has the authority to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents.

2.4 Questions or requests for clarification from Tenderers to the Council will be treated confidentially, unless the questions asked and the answers given need to be circulated to all Tenderers in fairness and equity.

2.5 The Council may extend the Tendering period if this is deemed necessary.

2.6 Any request for clarification or further information must come from the Tenderer only.

#### 2.7 Submission of Tender

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

- Selection Questionnaire
- Tender Questionnaire - Responses to questions 11-13
- Pricing Schedule
- Form of Tender
- Responses to questions 11-13

## 2.7 Submission of Tender (Cont'd)

- Appendix 1 – Supply Chain List
- Appendix 2 – Consultants Insurance
- Safeguarding Policy
- Lone Working Policy

Any additional documentation provided by the tenderer, which has not been specifically requested, will not be considered.

- 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-South.com](mailto:yorkshiresupport@due-South.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 5 November 2018 – 5pm for tenders has passed, you will not be allowed to return your tender using YORtender or any other means. The YORtender portal will close automatically at the allocated deadline time, part uploaded documents will not be accepted. The Council will not accept any claims from a Tenderer on the basis that there was insufficient time to upload the documents.
- 2.12 Signatures are not required when making an electronic submission. Typed entries are acceptable.

## 3. TENDER EVALUATION

- 3.1 The Council will evaluate Tenders on a Price/Quality basis. A Price: Quality ratio of 40: 60 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.

### 3.2 Price Evaluation (Cont'd)

The tender priced submissions will be separately evaluated as part of the tender evaluation. Individual priced components will be summarised into a tender figure for the whole of the service and for the full 1 year duration. Note: A 6 month break point exists when performance and achievement of outcomes will be reviewed and, on the basis of findings, decisions will be taken to either continue to full term or cease the contract.

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

The Tender Price Submission will be independently evaluated by the Price Evaluation Team; the lowest acceptable price will be awarded one hundred points. For all other submissions, one point will be deducted for each percentage point by which the submission exceeds the lowest. These points will then be transferred to the 'Price/Quality Evaluation Summary' (Attachment A to Section 2). The 'Price Points' will be multiplied by the 40% weighting to arrive at the 'Price Score'.

### 3.3 Tender Quality Evaluation

The tender quality evaluation comprises a two stage process:

- Stage One – Selection Questionnaire – Not used in the evaluation of tenders
- Stage Two – Tender Questionnaire Submission - 60% towards the quality evaluation of tenders
- Stage Three – Interviews – 40% towards the quality evaluation of tenders

### 3.4 Stage One – Selection Questionnaire

The evaluation of this Section will be on a Pass/Fail basis and only those applications achieving a Pass will proceed to Stage Two.

### 3.5 Stage Two – Tender Questionnaire Submission

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

- Technical Capacity
- Contract Management
- Social Value

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

### 3.5 Stage Two – Tender Questionnaire Submission (Cont'd)

The tender questionnaire Submission will be scored by a Quality Evaluation Team; each team member will independently mark the submissions. The evaluation team will then meet to agree a 'moderated' score for each question to arrive at the 'Quality Points' per question. The Total Questionnaire Quality points per tenderer will be multiplied by 60% to arrive at the Tenderer's total questionnaire quality score. This will be inserted onto the 'Price/Quality Evaluation Summary'.

### 3.6 Stage Three – Interviews

All tenderers will be invited to the interview stage which will involve tenderer presentations and the posing of formal interview questions. Interview questions will be predetermined to further interrogate the tenders of the Tenderers and address any perceived gaps/issues.

The presentations and interviews will be scored according to the content/standard of responses/information provided. The Tenderer's interview scores will be multiplied by 40% to arrive at the Tenderer's interview quality score. This will be inserted onto the 'Price/Quality Evaluation Summary'.

### 3.7 Tender Price/Quality Evaluation Summary

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



### 3.8 Overall Quality Evaluation Scoring Details

OVERALL SCORING DETAIL				MAXIMUM QUESTION SCORE	SCORING FACTOR WEIGHTING	TOTAL WEIGHTED SCORE
SECTION	1	SUPPLIER INFORMATION	INFORMATION ONLY			
SECTION	2	FINANCIAL AND INSURANCES	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	ENVIRONMENTAL MANAGEMENT	PASS/FAIL			
SECTION	9	FOI & ENVIRONMENTAL INFORMATION REGULATIONS	INFORMATION ONLY			
SECTION	10	COMPLIANCE WITH EC/UK PROCUREMENT LEGISLATION	PASS/FAIL			
SECTION	11	DECLARATION	PASS/FAIL			
		TENDER SUBMISSION	60%			
SECTION	12	TECHNICAL CAPACITY	30%			
	12.1	SERVICE DELIVERY METHODOLOGY	15%	5	15	75
	12.2	OUTCOME MEASURES AND TARGETS	15%	5	15	75
SECTION	13	CONTRACT MANAGEMENT	15%			
	13.1	CONTRACT MANAGEMENT	15%	5	15	75
SECTION	14	SOCIAL VALUE	15%			
	14.1	CONTRIBUTIONS TO SOCIAL VALUE	10%	5	10%	50
	14.2	LOCAL SPEND	5%	5	5%	25
			60%			300
SECTION	15	INTERVIEWS	40%			
	15.1	PRESENTATION	15	5	15	75
	15.2	QUESTION 1	10	5	10	50
	15.3	QUESTION 2	10	5	10	50
	15.4	QUESTION 3	5	5	5	25
			40%			200

## **TENDER QUESTIONNAIRE**

**(Incorporating Stage One – Selection Questionnaire and  
Stage Two – Tender Questionnaire)**

## STAGE ONE –SELECTION QUESTIONNAIRE

### SECTION 1: SUPPLIER INFORMATION (FOR INFORMATION ONLY)

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

#### 1 – Supplier Information

1.1 Supplier Details	Answer	
Full name of the Supplier completing the selection questionnaire		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) <sup>1</sup>	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

<sup>1</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>  
07-17-16-1-1115

<b>1.2 Bidding model</b>	
<b>Please mark 'X' in the relevant box to indicate whether you are;</b>	
a) Bidding as a Prime Supplier and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b) Bidding as a Prime Supplier and will use third parties to deliver <u>some</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Supplier but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes  <u><b>Consortium members</b></u>  <u><b>Lead member</b></u>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV)  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes  <u><b>Consortium members</b></u>  <u><b>Current lead member</b></u>  <u><b>Name of Special Purpose Vehicle</b></u>

<b>1.3 Contact details</b>		
Supplier contact details for enquiries about this Selection Questionnaire		
Name		
Postal address		
Country		
Phone		
Mobile		
E-mail		
<b>1.4 Relationships</b>		
1.4.1.	<p>Do you employ anyone who is also employed by Barnsley MBC / NPS Barnsley Ltd, or is an elected member of the council?</p> <p>If yes please provide details on the appendices</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4.2	<p>Does any member of your organisation have a relative(s) who is employed by Barnsley MBC / NPS Barnsley Ltd, or is an elected member of the council?</p> <p>If yes please provide details on the appendices</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1.5 Data protection</b>		
1.5.1.	<p>Is your organisation registered under the Data Protection Act 1998?</p> <p>If yes please provide your Registration Number:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION 2: FINANCIAL/INSURANCE

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

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

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

2.1	Please provide one of the following to demonstrate your economic/financial standing Please indicate your answer with an 'X' in the relevant box.	
	<b>(a) Financial information for a start-up business that has not reported accounts to the Revenue or Companies House</b>  Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, or an alternative means of demonstrating financial status	<input type="checkbox"/>
	<b>(b) Accounts for an unincorporated business (sole traders and partnerships)</b>  Copy of the most recent accounts that contain turnover, profit before tax, and balance sheet (if prepared) covering either the most recent two year period of trading or if trading for less than two years, the period that is available. If accounts are not prepared, provide the relevant pages from the latest tax returns (self-employment pages for sole traders, partnership pages for partnerships) together with the tax assessment	<input type="checkbox"/>
	<b>(c) Accounts for a small company or limited liability partnership with a turnover of below the audit threshold (currently £6.5 million) that is not required to prepare audited accounts</b>  Copy of the most recent accounts as submitted to the Inland Revenue covering either the most recent two year period of trading or if trading for less than two years, the period that is available. Abbreviated accounts are not acceptable	<input type="checkbox"/>
	<b>(d) Accounts for a medium to large incorporated entity and all other organisations that are required to prepare audited accounts</b>  Copy of the most recent audited accounts for your organisation covering either the most recent three year period of trading, or if trading for less than three years, the period that is available	<input type="checkbox"/>

	<p>(e) <b>Accounts for other organisation types (e.g. not for profit entities, local authorities, housing associations, charities)</b></p> <p>In most cases, it is likely that audited accounts will have been prepared and the accounts required at 2.1 (c) or (d) above will suffice. Where this not the case, an unaudited copy of the most recent accounts should be provided</p>	<input type="checkbox"/>				
2.2	<p>(a) <b>Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</b></p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td><td></td></tr> <tr> <td>Relationship to the Supplier completing the PQQ</td><td></td></tr> </table> <p>If yes, please provide Ultimate/parent company accounts if available.</p> <p>If yes, would the Ultimate/parent company be willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p>	Name of the organisation		Relationship to the Supplier completing the PQQ		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>  <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Name of the organisation						
Relationship to the Supplier completing the PQQ						

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

### **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 organisation 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 contractor (and where applicable, ultimate parent company).**
- **Press/Media Research - to allow the Authority to identify and understand any key areas of risk that may have recently emerged affecting the contractor.**

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

**PASS – indicates no significant concerns over the financial capacity of the organisation to**

support the contract.

**FAIL - indicates significant concerns over the financial capacity of the organisation to support the contract.**

**NOTE: Prior to a 'fail' being issued the Council's representative will take reasonable steps to contact the organisation in order to discuss the reasons behind the 'fail' rating and, if necessary, seek further clarification on the organisation's current financial status.**

**2.3 Insurance**

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: ☐ Yes ☐ No

Employer's (Compulsory) Liability Insurance = £10 Million

Public Liability Insurance = £5 Million

\* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

**Applicants failing to meet the minimum insurance requirements stated, or not willing to increase their insurance level will fail**

Applicants who do not presently have the required insurance levels must clearly state they are prepared to obtain the correct levels otherwise their submission will be rejected.

No formal award of a contract will be made to any organisation until they have demonstrated that the correct insurances are in place prior to the contract start.

**2.4 Please enclose full details of any claims made under your organisations employers or public liability policy in the last three years.**

Enclosed: ☐

Not Applicable: ☐

**Are there any outstanding claims against your organisation?**

Yes: ☐

No: ☐

If yes please provide details below.

Where Yes has been answered, the organisation must provide full details of any outstanding claims which will be assessed by the council as to their effects on your organisations



insurance cover with regards to this contract and any financial implications on the organisation

Any Applicant answering 'Yes' to a question in Section 2.4 may **FAIL** dependant on the details provided

Where Yes has been answered, the organisation shall detail the circumstances and any corrective action taken in to remedy the particular issue.

Dependent upon the seriousness of the circumstance and subsequent events since, Barnsley MBC will determine whether the organisation will have deemed to have met all the requirements of this section

**SCORE=PASS/FAIL**

### SECTION 3: HEALTH AND SAFETY

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

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

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

3.1.	<p><b>Is your organisation SSIP or equivalent accredited?</b></p> <p>Yes (please provide certificate showing accreditation):</p> <p>No:</p> <p>Applied (evidence must be provided):</p> <p><i>(Note: If the successful Service Provider has ticked 'Applied', it must be registered and approved under SSIP prior to Contract award. Failure to be so would mean the Council would award to the next Service Provider without delay)</i></p> <p><b>If 'no' to question 3.1, the application will fail</b></p> <p><b>SCORE = PASS/FAIL</b></p>	<input type="checkbox"/>   <input type="checkbox"/>   <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><b>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.</b></p> <p><b>SCORE=PASS/FAIL</b></p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

**SECTION 4: SAFEGUARDING**

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

4.1.	<p><b>Please demonstrate that your organisation's has a policy to ensure compliance with safeguarding legislation</b></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 may be in contact with children and vulnerable adults, as part of delivering this service.</p> <p>Employees may be working alone so it is vital that the service provider has satisfactory policies in place to ensure their staffs are safe when working alone.</p> <p>Safeguarding Policy</p> <p>Lone Worker Policy</p> <p><b>NOTE: Copies of the policies are to be provided</b></p> <p><b>If you answer 'no' to any of the questions in 4.1, the application will fail</b></p> <p><b>SCORE = PASS/FAIL</b></p>	<div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>
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## **SECTION 5: COMPLIANCE WITH EQUALITY LEGISLATION**

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

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

5.1.	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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2.	<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>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>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>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**5.1 If a Yes response is given to 5.1 and the Council deems the details provided have failed to demonstrate remedial action has been taken the application will fail**

**Score=PASS/FAIL**

**5.2 If a Yes response is given to 5.2 and the Council deems the details provided have failed to demonstrate remedial action has been taken the application will fail**

**Score=PASS/FAIL**

**5.3 A no response will constitute a fail**

## SECTION 6: EXPERIENCE

### QUESTIONS IN THIS SECTION ARE SCORED AND ARE EQUALLY WEIGHTED

**6.1 The service provider is required to demonstrate its ability and record of completing at least two contracts which involve the provision enforcement services within the last three years (from 1<sup>st</sup> December 2012): -**

#### **NOTE**

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

Pass/Fail	Specification
PASS	Have demonstrated experience of completing at least one contract which involves the provision of enforcement services within the last 3 years.
FAIL	Does not demonstrate experience of completing one contract which involves the provision of enforcement services within the last 3 years.

**SCORE = PASS/FAIL**

**6.2 References are requested from the employers of the contracts stated in Question 6.1**

#### **NOTE**

1. References **must** be received via e-mail direct from the companies providing the reference and the referees company should be identifiable from the e-mail addresses used. Any references received direct from the supplier will be disregarded.
2. References are to be returned by e-mail to the following e-mail address – [procurement.barnsley@nps.co.uk](mailto:procurement.barnsley@nps.co.uk) by the Tender return date and time. It is the suppliers (submitting the Tenders) responsibility to ensure that the references are returned on time by the referee, any late references will not be accepted / scored.
3. If projects in Question 6.1 are deemed not to meet the criteria listed or the referee indicates this to be the case, such projects/references shall be rejected and not scored for the purposes of these Questions 6.1 and 6.2.
4. Reference scoring is directly linked to a series of standard responses where higher levels of perceived satisfaction/performance will score higher. The reference template (Appendix A - to this Specification) is scored on a scale of 0 – 10 by the referee. The aggregated score of the compliant references is then divided by the number of references assessed (to the nearest whole number). If only one compliant reference is returned, its total score is halved.
5. If the suppliers resulting mark is less than 70, the application will fail.

6. If no references are received, the application will **fail**

	<b>Score</b>	<b>Mark</b>
PASS	4 - 10	70 - 130
FAIL	0 - 3.9	0 - 69

## **SECTION 7: PREMIER SUPPLIER PROGRAMME**

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

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

#### **How does the Programme Work?**

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

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

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

Are you already a member of the Premier Supplier Programme?

Yes ☐

No ☐

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

Yes ☐

No ☐

#### **SCORE = PASS/FAIL**

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



## SECTION 8: ENVIRONMENTAL MANAGEMENT

Barnsley MBC is committed to sustainable development and wants to create a strong, healthy and just community that endeavours to live within environmental limits and wants to move towards a more sustainable economy. It is committed to using its significant buying power, in collaboration with other public bodies where possible, to progress its goals on sustainable development. It will use procurement to support wider social, economic and environmental objectives, in ways that offer real long-term benefits because it is committed to keeping our economic aspirations in balance with our impact on the environment and the effects our decisions have on society.

8.1	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.2	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

If a no response is given to any of the questions in this section and the council deems the response to 8.1 has failed to demonstrate remedial action has been taken then the application will fail.

## **SECTION 9: FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

### **FOR INFORMATION ONLY**

The Council is subject to the Freedom of Information Act 2000 (FOIA) and The Environmental Information Regulations 2004 (EIR).

The FOIA and EIR gives a right of access by any person (including companies) to information held by the Council, which could include information relating to or submitted as part of a tendering process. Certain information may be exempt on the grounds of Confidentiality or Commercial Sensitivity.

If tenderers consider that any of the Information provided in their tender is commercially sensitive (meaning if could reasonably cause prejudice to the Organisation if discussed to a third party), the FOIA/EIR Schedule should be completed.

The Council, in order to preserve the integrity of the tendering process and to respect the commercial and competitive positions of tenderers, will endeavour to consult with a tenderer and have regard to comments and any objects before it releases any information to a third party under the FOIA or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the FOIA and/or the EIR. Or is to be disclosed in response to a required of information. The Council will make its decision on disclosure in accordance with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FOIA or the EIR.

The Council encourages all tenderers to visit the Information Commissioners website at [www.information.commissions.gov.uk](http://www.information.commissions.gov.uk) and [www.defra.gov.uk/corporate/.opengov/eir/index.htm](http://www.defra.gov.uk/corporate/.opengov/eir/index.htm) for further information on the FOIA and the EIR and their effects on public authorities, suppliers and service providers in relation to the disclosure of information in respect of public sector tendering and contracts.

	INFORMATION SUBMITTED AND CONSIDERED BY THE TENDERER AS CONFIDENTIAL/COMMERCIALY SENSITIVE UNDER FOI ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004
1. Document submitted	
2. Section/paragraph of document	
3. Specify the Information/wording considered to be confidential/commercially sensitive	
4. Reasons/justifications for Information being confidential/commercially sensitive	
5. Timescale which information under (3) shall be confidential	
6. Specify Exemption Confidential or Commercially Sensitive.	

## SECTION 10: COMPLIANCE WITH EC LEGISLATION/UK PROCUREMENT LEGISLATION

THIS SECTION IS MANDATORY AND COMPLIANCE OR OTHERWISE WILL CONSTITUTE PASS/FAIL

FAILURE TO FULLY COMPLETE THIS SECTION WILL RESULT IN AN AUTOMATIC REJECTION OF THE APPLICATION

PLEASE READ THE REGULATIONS AND ANSWER THE FOLLOWING QUESTIONS

### 10. Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 10.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

10.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	<input type="checkbox"/>	<input type="checkbox"/>
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	<input type="checkbox"/>	<input type="checkbox"/>
(c) the common law offence of bribery;	<input type="checkbox"/>	<input type="checkbox"/>
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	<input type="checkbox"/>	<input type="checkbox"/>
(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) the offence of conspiracy to defraud;	<input type="checkbox"/>	<input type="checkbox"/>

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	<input type="checkbox"/>	<input type="checkbox"/>
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	<input type="checkbox"/>	<input type="checkbox"/>
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	<input type="checkbox"/>	<input type="checkbox"/>
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	<input type="checkbox"/>	<input type="checkbox"/>
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
any offence listed	<input type="checkbox"/>	<input type="checkbox"/>
(i) in section 41 of the Counter Terrorism Act 2008; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	<input type="checkbox"/>	<input type="checkbox"/>
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	<input type="checkbox"/>	<input type="checkbox"/>
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	<input type="checkbox"/>	<input type="checkbox"/>
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	<input type="checkbox"/>	<input type="checkbox"/>
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	<input type="checkbox"/>	<input type="checkbox"/>
(k) an offence under section 59A of the Sexual Offences Act 2003;	<input type="checkbox"/>	<input type="checkbox"/>
(l) an offence under section 71 of the Coroners and Justice Act 2009	<input type="checkbox"/>	<input type="checkbox"/>
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	<input type="checkbox"/>	<input type="checkbox"/>
any other offence within the meaning of Article 57(1) of the		

Public Contracts Directive		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	<input type="checkbox"/>	<input type="checkbox"/>
Non-payment of taxes 10.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?	<input type="checkbox"/>	<input type="checkbox"/>

### 10.3 Grounds for Discretionary Exclusion – Part 1

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i)

Please refer to the notes attached after the question

10.3 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	<input type="checkbox"/>	<input type="checkbox"/>
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	<input type="checkbox"/>	<input type="checkbox"/>
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<input type="checkbox"/>	<input type="checkbox"/>
(d) your organisation has entered into agreements with other	<input type="checkbox"/>	<input type="checkbox"/>

economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	<input type="checkbox"/>	<input type="checkbox"/>
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	<input type="checkbox"/>	<input type="checkbox"/>
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/>	<input type="checkbox"/>
(h) your organisation		
(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or	<input type="checkbox"/>	<input type="checkbox"/>
(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or	<input type="checkbox"/>	<input type="checkbox"/>
(i) your organisation has undertaken to	<input type="checkbox"/>	<input type="checkbox"/>
(aa) unduly influence the decision-making process of the contracting authority, or	<input type="checkbox"/>	<input type="checkbox"/>
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	<input type="checkbox"/>	<input type="checkbox"/>
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/>	<input type="checkbox"/>

### Conflicts of interest

In accordance with question 10.3 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

## Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this selection questionnaire. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

### 'Self-cleaning'

Any Supplier that answers 'Yes' to questions 10.1, 10.2 and 10.3 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## 10.4. Grounds for discretionary exclusion – Part 2

The authority reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the authority has indicated that the contract is over £5million in value, and the authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).



“Occasion of Tax Non-Compliance” means:

any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:

A Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;  
the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking ‘X’ in the relevant box).		
10.4 .1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.4 .2	Been found to be incorrect as a result of: HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If answering “Yes” to either 10.4.1 or 10.4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration. This could include, for example: Corrective action undertaken by the Supplier to date; Planned corrective action to be taken; Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or Changes in financial, accounting, audit or management procedures since the OONC.</p> <p>In order that the authority can consider any factors raised by the Supplier, the following information should be provided: A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.</p>		

Where the OONC relates to a DOTAS, the number of the relevant scheme.  
The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.  
The level of any penalty or criminal conviction applied.

## 11. Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. 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, and I am signing on behalf of..... (Insert name of Supplier).  
I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  
I also declare that there is no conflict of interest in relation to the authority’s requirement.  
The following appendices form part of our submission:

Section of Selection Questionnaire	Appendix number

Selection Questionnaire COMPLETED BY

- 11.1 Name
- 11.2 Role in organisation
- 11.3 Date
- 11.4 Signature

## STAGE TWO – TENDER QUESTIONNAIRE

Tenderers are required to limit their response to the following Stage Two questions in Sections 12, 13 and 14 to a total of 12 A4 sides of text/illustration/attachments. If any submission exceeds this limit, the evaluation team will stop reading the submission after the first 12 A4 sides.

### **Section 12 – Technical Capacity – 30%**

#### Question 12.1

Provide details of your service delivery plan.

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

- Resource/supply chain details/requirements, eg Whole Delivery Team (e.g. paid/unpaid)
- How you will integrate efficiently and effectively with the Council's core service providers to provide a seamless environmental enforcement service to residents of the North East areas.

Score	Score Standards	Specification
5	Excellent	The service delivery plan comprehensively covers the above 2 points and includes additional points
3	Average	The service delivery plan comprehensively covers the above 2 points
1	Poor	The service delivery plan comprehensively covers only 1 of the above 2 points
0	Unacceptable	The service delivery plan does not comprehensively covers either of the above 2 points

**15% of the overall score**

## Question 12.2

Based on your proposal and with reference to the indicative list of measures for evidencing achievement of outcomes at Section 1, paragraph 9.2, Table 1 of the Specification, please list your proposed outcome measures, targets and methodology for capturing the data to evidence/prove achievement of outcomes.

Your response should:

- List the outcome measures you would use
- Suggest realistic targets for each of the outcome measures you have listed
- Describe how you will establish baselines from which to measure level of achievement
- Describe how you will collect and measure the data

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

**15% of the overall score**

## **Section 13 – Contract Management – 15%**

### **Question 13.1**

Please with reference to Clauses 13 and 14 of the Specification, Section 1, how you will manage this contract successfully. The response should cover as a minimum:

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

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

**15% of the overall score**

## **Section 14 – Social Value – 15%**

### **Question 14.1**

With reference to Clause 5 of the Specification, Section 1, provide a proposal that describes how you will deliver these activities so that the four outcomes listed in Section 9 of the Specification Section 1 (which capture our social value aspirations) will be achieved.

Your response **must** provide a clear rationale behind how your approach to service delivery will contribute to achievement of each individual outcome, and why. It should also address the following:

- Reference to documentary evidence that your approach to service delivery will contribute to achieving the outcomes
- Any additional activities you would recommend undertaking, why and what outcomes will they contribute to achieving
- How local knowledge and intelligence has been used to inform your proposal/approach
- How can you ensure that no one group is disproportionately targeted and that all groups are treated equally and fairly

Score	Score Standards	Specification
5	Excellent	Provides a description of how <b><u>each</u></b> individual outcome will be achieved through service delivery and why, together with a detailed response to the additional points
4	Good	Provides a description of how 3 of the 4 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 2 out of 3 of the additional points.
3	Average	Provides a description of how 2 of the 4 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 1 out of 3 of the additional points.
1	Poor	Provides a description of how 1 of the 4 individual outcomes will be achieved through service delivery, and why, together with a detailed response to 1 out of 3 of the additional points.
0	Unacceptable	Does not provide a description of how any of the individual outcomes will be achieved through service delivery. None of the additional points are covered

### **10% of the overall score**

### Question 14.2

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

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

**5% of the overall score**

## STAGE THREE – INTERVIEWS

### SECTION 15

This stage will consist of a presentation followed by 3 questions from the panel

#### 15.1 Suppliers will be asked to make a presentation on the following subject

- Please outline in detail how you would work proactively with the community to identify opportunities for:
  - Targeted operations
  - Love Where You Live and other environmental projects
  - Restorative Justice activities
  - Promotion and positive news/communications work

The presentation will be worth 15% of the overall score available for interviews

Score	Score Standards	Specification
5	Excellent	The presentation covers how the supplier will work proactively with the community to identify opportunities in all 4 areas listed with no areas of concern
4	Good	The presentation covers how the supplier will work proactively with the community to identify opportunities in all 4 areas listed. Some areas may be weaker than others
3	Average	The presentation covers how the supplier will work proactively with the community to identify opportunities in 3 out of 4 areas listed
2	Below Average	The presentation covers how the supplier will work proactively with the community to identify opportunities in 2 out of 4 areas listed
1	Poor	The presentation covers how the supplier will work proactively with the community to identify opportunities in 1 out of 4 areas listed
0	Unacceptable	The response is unconvincing, flawed or otherwise unacceptable and fails to demonstrate an understanding of the Council's requirements



**15.2 Question 1 - Who would you see as the key stakeholders who need to be aware of the service in order to ensure the most effective delivery, and how would you develop and maintain positive working relationships with them?**

Score	Score Standards	Specification
5	Excellent	Response shows full understanding of the key stakeholders and how positive working relationships will be maintained and developed with no areas of concern
3	Average	Response shows understanding of the key stakeholders and how positive working relationships will be maintained and developed with some areas of concern that could be resolved prior to contract commencement
1	Poor	Response shows limited understanding of key stakeholders and does not give confidence that positive working relationships can be maintained and developed
0	Unacceptable	The response is unconvincing, flawed or otherwise unacceptable and fails to demonstrate an understanding of the Council's requirements

**10% of the overall score available for the interview stage**

**15.3 Question 2 - What evidence can you offer that the service you deliver will have a positive impact on the local environment in the longer term?**

Score	Score Standards	Specification
5	Excellent	Demonstrates tangible and convincing evidence that the service will have a positive and sustainable impact on the local environment.
3	Average	Demonstrates some evidence that the service will have a positive impact on the local environment
1	Poor	Provides limited evidence that the service will have a positive impact on the local environment
0	Unacceptable	The response is unconvincing, flawed or otherwise unacceptable and fails to demonstrate an understanding of the Council's requirements

**10% of the overall score available for the interview stage**

**15.4 Question 3 - If the quarterly monitoring report submitted by you to the Area Council was inconsistent with the councillors' experience of the project, how would you respond?**

5	Excellent	Shows full understanding of the contract management requirements with no areas of concern
3	Average	Shows some understanding of the contract management requirements. The response may contain ambiguities or deficiencies which could be resolved before contract award
1	Poor	Shows limited understanding of the contract management requirements with areas of concern.
0	Unacceptable	Does not show any understanding of the contract management requirements

**5% of the overall score available for the interview stage**

After the interviews have finished the panel will conclude the scoring of each tenderer to arrive a moderated score for each of the above points. These will be added to the quality scores from the tender submission to arrive at a final quality score for each tenderer

**ATTACHMENT A**

**PRICE/QUALITY EVALUATION SUMMARY**

**ATTACHMENT A**

**ENVIRONMENTAL ENFORCEMENT**

**PRICE/QUALITY EVALUATION SUMMARY**

TENDERER	PRICE POINT S	PRICE SCORE X 40% (A)	TENDER QUESTIONNAIRE POINTS	INTERVIEW POINTS	TOTAL QUALITY POINTS	QUALITY SCORE X 60% (B)	TOTAL SCORE  100% (A) + (B)	RANKING
Tenderer A								
Tenderer B								
Tenderer C								
Tenderer D								
Tenderer E								
Tenderer F								

**PRICE EVALUATION**

**SUMMARY OF PRICES**

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

**APPENDIX (i)**  
**REFERENCE TEMPLATE**

**AREA COUNCIL - ENVIRONMENTAL ENFORCEMENT SERVICE**

**ADVERTISING AND SELECTION OF TENDERERS (BARNSELEY MBC CONTRACTS) – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES**

**OBTAINED FROM**

<b>Name</b>		<b>Date</b>	
<b>Company</b>		<b>Tel No</b>	
<b>Email</b>		<b>Fax No</b>	

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

AREAS/CRITERIA	Please Tick (✓)
• Delivering environmental enforcement services	
• Delivering/Supporting employment/training/volunteering opportunities	

**1 – PROJECT DETAILS**

<b>Supplier</b>	
<b>Project Title</b>	
Project Description ( <i>brief details</i> )	
Completion Date/Contract period	
General Comments	

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

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

## BARNSLEY MBC

### ADVERTISING AND SELECTION OF TENDERERS (BARNSLEY MBC CONTRACTS) – RECORD OF TECHNICAL REFERENCES – GOODS, WORKS AND SERVICES (CONT'D)

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

3 – PROJECT SATISFACTION	Excellent	Good			Average			Acceptable			Unacceptable	N/A
	10	9	8	7	6	5	4	3	2	1	0	
Quality of service												
Ability to meet completion dates												
<b>Totals (office use)</b>												
<b>TOTAL</b>												
Other comments:												

Referee:

Signature: ..... Title: .....

Print Name: ..... Date: .....

COM

CHD

Please send completed via e-mail copy to: [procurement.barnsley@nps.co.uk](mailto:procurement.barnsley@nps.co.uk)

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**BARNSLEY METROPOLITAN  
BOROUGH COUNCIL**



**NORTH EAST AREA COUNCIL**

**ENVIRONMENTAL ENFORCEMENT  
PROJECT REF: DN361791**

**INVITATION TO TENDER  
PART 3  
PRICING SCHEDULE, FORM OF TENDER  
AND APPENDICES**

**RETURN DATE: 5pm, 5 NOVEMBER 2018**

**Wendy Lowder  
Interim Executive Director, Communities  
Barnsley MBC  
Communities  
Westgate Plaza One  
PO Box 609  
Barnsley  
S70 9FH**

## **PART 3**

### **CONTENTS**

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

##### **APPENDICES**

Appendix 1 – Supply Chain List

Appendix 2 – Insurance Details

Appendix 3 – Anti-Collusion Certificate

Appendix 4 – TUPE Confidentiality Agreement

**LOT 1 NORTH EAST AREA COUNCIL**  
**PRICING SCHEDULE**

1. Tenderers are to price for all items included in the Service Specification and their responses to the Tender Questionnaire, for the contract duration. Tenderers are solely responsible to include all costs and will be deemed to have included all such items.
2. Tenderers are to price the Tender Breakdown and include all Spend Types (adding additional types where necessary), which will be cross-referenced to the answers given in the Tender Questionnaire.

<b>Tender Breakdown</b>		
<b>Spend Type</b>	<b>Year One (Months 1-12) £</b>	
<b>Staff (employed)</b>		
<b>Materials/Plant/Equipment*</b>		
<b>Accommodation*</b>		
<b>Vehicles*</b>		
<b>Supply Chain</b>		
<b>Training*</b>		<b>(Total To be carried to Form of Tender)</b>
<b>(Insert as necessary)</b>		
<b>(Insert as necessary)</b>		
<b>(Insert as necessary)</b>		
<b>Total</b>		<b>£</b>

*\* Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Part 1*

**LOT 1– NORTH EAST AREA COUNCIL**  
**PRICING SCHEDULE** (Cont'd)

Tender Breakdown		
Spend Type	Year Two (Extension 1) (Months 13-24) £	
Staff (employed)		
Materials/Plant/Equipment*		
Accommodation*		
Vehicles*		
Supply Chain		
Training*		<b>(Year Two Total)</b>
(Insert as necessary)		
(Insert as necessary)		
(Insert as necessary)		
<b>Total</b>		<b>£</b>

Tender Breakdown		
Spend Type	Year Three (Extension 2) (Months 25-36) £	
Staff (employed)		
Materials/Plant/Equipment*		
Accommodation*		
Vehicles*		
Supply Chain		
Training*		<b>(Year Three Total)</b>
(Insert as necessary)		
(Insert as necessary)		
(Insert as necessary)		
<b>Total</b>		<b>£</b>

*\* Other than the items listed under 'Equipment' and 'Support' in clause 6 of the Specification Part 1*

## LOT 1 –NORTH EAST AREA COUNCIL

### PRICING SCHEDULE (Cont'd)

#### **PAYMENT PROFILE:**

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

<div> <div></div> <div>Month</div> <div>Activity/Tasks</div> </div>	YEAR ONE												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

**PRICING SCHEDULE** (Cont'd)

<div> <div>Month</div> <div>Activity/Tasks</div> </div>	YEAR TWO (EXTENSION 1)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

**PRICING SCHEDULE** (Cont'd)

<div> <div>Month</div> <div>Activity/Tasks</div> </div>	YEAR THREE (EXTENSION 2)												TOTAL £
	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
	1	2	3	4	5	6	7	8	9	10	11	12	
	£	£	£	£	£	£	£	£	£	£	£	£	
Activity 1													
Activity 2													
Activity 3													
Marketing													
Recruitment													
Attending Meetings													
Producing Reports													
(Insert as necessary)													
Anticipated Monthly Payments													

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**FORM OF TENDER**

**SERVICE:**                **ENVIRONMENTAL ENFORCEMENT SERVICES  
AREA COUNCILS**

**SERVICE REF:**        **07-17-16-1-1115**

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 Contract Procedure Rules with respect to Contracts for the sum of: (in words)

\_\_\_\_\_ (£ \_\_\_\_\_)

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015 \_\_\_\_\_

Signed \_\_\_\_\_ on behalf of

Company, Firm etc. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Witnessed by: (Signature) \_\_\_\_\_ (Name) \_\_\_\_\_

Address \_\_\_\_\_



**BARNSELY METROPOLITAN BOROUGH COUNCIL**

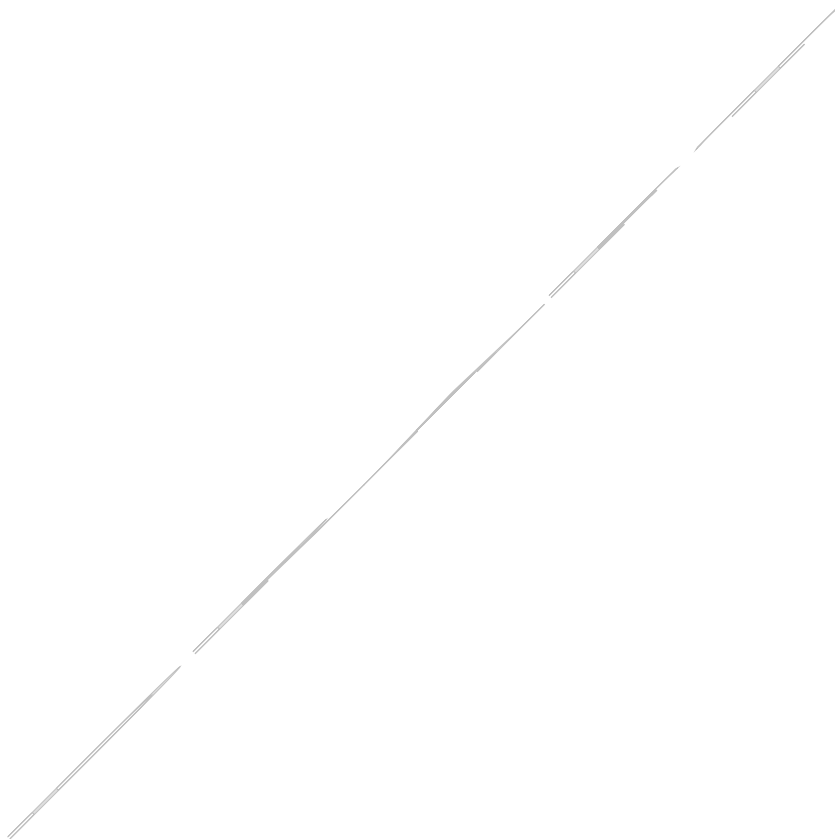
**APPENDIX 1**

**SUPPLY CHAIN LIST**

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

Name of Firm (s)

Scope of Involvement



**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 2**

**SERVICE PROVIDER'S INSURANCE DETAILS**

(a) General Details

Project: Environmental Enforcement Service  
North East Area Council

Ref: 07-17-16-1-1115

Contract sum = £.....

Service Provider's name: .....

Address: .....

.....

.....

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

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

Amount of Professional Indemnity Insurance  
Require: N/A

Name and address of Insurance Broker: .....

.....

.....

.....

(b) Employer's Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

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

(c) Public Liability Insurance Details

Company:

Policy Number:

Renewal date:

Last renewed:

Amount of Cover: £

Amount of Excess: £

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

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

Signed: .....

Company: .....

Date: .....

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 3**

**ANTI-COLLUSION CERTIFICATE – GOODS, WORKS AND SERVICES**

**TO: BARNSELY METROPOLITAN BOROUGH COUNCIL**

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

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

SIGNED\* (1) .....

Status .....

SIGNED\* (2) .....

Status .....

For and on behalf of .....

Date .....

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

**BARNSELY METROPOLITAN BOROUGH COUNCIL**

**APPENDIX 4**

**TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)  
REGULATIONS 2006/ E.C ACQUIRED RIGHTS DIRECTIVE (2001/23/EC)**

**CONFIDENTIALITY AGREEMENT**

(name of Company etc.)

(address)

("the Service Provider")

Barnsley MBC

("the Client")

**Whereas**

- (1) The Client has invited the Service Provider to tender for the carrying out of The Provision of Security Services ("the Contract") subject to the Conditions of Tender and all matters contained or referred to in the Contract ("the Service").
- (2) The Service Provider has requested information from the Client with regard to the workforce presently working for the Client's existing Service Provider and the Terms and Conditions of Employment of those employees engaged by the existing Service Providers in the performance of the Service under the Contract to enable it to prepare its tender taking account any effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or the Acquired Rights Directive 2001/23/EC (collectively called "the Regulations").
- (3) The Client is willing to provide such information as is provided to it by the existing Service Provider regarding the employees currently assigned to the contract and their Terms and Conditions of Employment ("the Confidential Information") in consideration of the provision by the Service Provider of the undertakings which appear in this Agreement.

**Now it is agreed between the Client and the Service Provider:**

- (1) That the Client shall provide the Confidential Information to the Service Provider.
- (2) In consideration of the provision of the Confidential Information by the Client the Service Provider undertakes as follows:-
  - (a) This Agreement shall bind the Service Provider and all of its associated companies and associates (as defined in sections 414 and 417 of the Income and Corporation Taxes

Act 1988) and all officers, employees, servants, agents or professional advisors of such persons (collectively called "Relevant Persons")

(b) The Confidential Information disclosed to the Service Provider by the Client shall be treated as strictly private and confidential and the Service Provider shall take all steps necessary to prevent the Confidential Information from being disclosed or made public to any third party by any Relevant Person or from coming, by any means, into the possession of any third party.

(c) The Service Provider shall use the Confidential Information only for the preparation of any Tender it may submit for the Contract and shall not use it for any other Contract or Contracts for which the Client invites tenders for a period of 5 years.

(d) In the event that the Service Provider decides not to submit a tender or is not the successful Service Provider then all of the Confidential Information supplied by the Client (including any copies made) shall forthwith be returned to the Client.

(e) To indemnify and keep the Client at all times fully indemnified from and against any loss or disclosure of the Confidential Information and from all actions, proceedings, claims, demands, costs, awards and damages howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Service Provider of any of the Service Provider's warranties, undertakings or obligations under this Agreement.

- (3) In the event of any breach or non-performance by the Service Provider of this Agreement then without prejudice to any other remedy which the Client may have, any tender submitted by the Service Provider may be treated by the Client as invalid and of no effect.
- (4) The Client has used its reasonable endeavours to produce as accurately as possible the Confidential Information but in no way warrants the accuracy or completeness of the Confidential Information and shall not be liable for any loss suffered as a result of the Service Provider's use thereof.
- (5) The Client will not enforce this Agreement where the Confidential Information is disclosed and:-
  - (a) it is or becomes public knowledge in any way and the Service Provider can show that he is not in breach of the Agreement; or
  - (b) the Service Provider can show it was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Client and was not previously acquired by the Service Provider from the Client under an obligation of confidence; or
  - (c) the Service Provider obtains or has available from any person other than the Client without breach by the Service Provider or such person of any obligation of confidentiality or non-use towards the Client.

Dated this

day of

2014

SIGNATURE (1) ..... ("the Service Provider")  
NAME AND CAPACITY:

WITNESS (a): .....  
Name:  
Address:

WITNESS (b).....  
Name:  
Address:

SIGNATURE (2)..... ("the Client")  
NAME AND CAPACITY:

WITNESS (a): .....  
Name:  
Address:

WITNESS (b).....  
Name:  
Address:

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**BARNSLEY METROPOLITAN  
BOROUGH COUNCIL**

**NORTH EAST AREA COUNCILS**



**ENVIRONMENTAL ENFORCEMENT**

**PROJECT REF: DN361791**

**INVITATION TO TENDER  
PART 4**

**FORM OF CONTRACT**

**RETURN DATE:  
5pm, 5th NOVEMBER 2018**

**Wendy Lowder  
Interim Executive Director, Communities  
Barnsley MBC  
Communities  
Westgate Plaza One  
PO Box 609  
Barnsley  
S70 9FH**

## **PART 4**

### **FORM OF CONTRACT**

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

## AGREEMENT FOR THE PROVISION OF SERVICES

This **Agreement** is made with effect from *1<sup>st</sup> April 2019*

**BETWEEN:** *Barnsley Metropolitan Borough Council*  
(the “**Commissioner**”)

**AND:** insert Service 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 until *insert date*, unless the agreement is ended by the Commissioner following the 6 month performance review and on giving the Service Provider not less than one month’s written notice following the 6 month performance review date, or terminated in accordance with Clause 21 of the Conditions (“**the Term**”).

**Services.** The services to be provided by the Service Provider to the Commissioner 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
- (iv) Schedule 2 - Completed Tender Document
- (v) Schedule 2 –Response to Tender Questions
- (vi) Schedule 3 – Payment Schedule
- (vii) Schedule 4 – Reporting Schedule
- (viii) Schedule 5 – Performance Targets

which in the event of any conflict shall take precedence in the order in which they appear above. 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 6 of the Conditions.

Signed on behalf of **Commissioner**

Signed on behalf of **Service Provider**

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 Commissioner as being authorised to administer the Contract on behalf of the Commissioner 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.

“Normal Working Hours” means between the hours of <insert> on any day save Saturday, Sunday or Bank Holidays.

“Services Fee” means the fee(s) payable to the Service Provider by the Commissioner 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.

“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 industry standards.

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

### 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 Commissioner access to the Service Provider’s premises, records and Staff to enable the Commissioner to ascertain that the Services are being provided in accordance with the Contract and any relevant statutory provisions. The Commissioner 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 Commissioner shall appoint an Authorised Officer to act on behalf of the Commissioner for all purposes connected with the Contract. Details of that person are notified to the Service Provider.

5.2 The Commissioner 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 Commissioner 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 Commissioner.

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

6.3 Any staff involved in training should hold as a minimum a Preparing to Teach in the Life Long Learning Sector (PTLLS) qualification.

## **7. DISCLOSING AND BARRING SERVICE – (DBS) Clause Not Used**

## **8. SAFEGUARDING**

8.1 The Service 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 in their care.

8.2 The 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 The Service Provider shall 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](mailto:adultprotection@barnsley.gov.uk)) within 24 hours.

8.5 The 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 Service Provider shall ensure that a safeguarding referral is sent to the Safeguarding Children Inbox ([safeguardingunit@barnsley.gov.uk](mailto:safeguardingunit@barnsley.gov.uk)) within 24 hours.

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

8.8 Where necessary the Service 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 Service Provider should ensure safeguards are in place to maintain the welfare of a vulnerable victim.

## **9. DEPRIVATION OF LIBERTIES SAFEGUARDS (DOLS)**

9.1 The Service Provider is deemed to be a Managing Commissioner as defined in the Mental Capacity Act 2005 and as such is responsible for complying with deprivation of liberty for any Service User who may come within the scope of the Deprivation of Liberty Safeguards (DOLS).

9.2 The Service Provider shall co-operate fully with any Commissioner initiative to raise awareness of the importance of the Deprivation of Liberties Safeguards (DOLS) including but not limited to ensuring that its Manager attends training events and conferences relating to the Deprivation of Liberties Safeguards (DOLS) 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.

9.3 The Service Provider shall co-operate fully with any Commissioner process for monitoring the effective implementation of the Deprivation of Liberties Safeguards (DOLS) 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 the health, safety and well-being of Service Users cared for by the Service Provider within the requirements of the Data Protection Act 1998.

## **10. PERFORMANCE MONITORING**

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

## **11. COMPLIANCE**

11.1 The Service Provider shall comply with and supply the Commissioner 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 (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 Commissioner 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.

11.3 The Service Provider shall co-operate fully with any Commissioner process for monitoring the effective implementation of the Commissioner'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.

## **12. HUMAN RIGHTS**

### **12.1 The Service Provider:**

12.1.1 Shall comply with the Human Rights Act 1998 (HRA) as if it were a 'Public Commissioner' within the meaning of the legislation;

12.1.2 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;

12.1.3 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 Commissioner.

## **13. ENVIRONMENTAL REQUIREMENTS**

13.1 The Service Provider shall operate and comply with and provide for the Commissioner 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.

## **14. DATA PROTECTION ACT**

14.1 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.

14.2 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.

14.3 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:

14.3.1 Provide the Commissioner with such information as the Commissioner may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;

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

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

14.4 The Service Provider agrees to indemnify the Commissioner against all costs that the Commissioner incurs as a result of the Service Provider's failure to comply with this Clause 14.

14.5 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 Commissioner.

14.6 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 Commissioner.

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

## **15. FREEDOM OF INFORMATION**

15.1 The Service Provider recognises that the Commissioner 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 Commissioner 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.

15.2 The Service Provider will assist the Commissioner to enable the Commissioner 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 Commissioner is entitled to any and all information relating to the performance of this Contract. In the event that the Commissioner 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 Provider's 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 Commissioner at its own cost and promptly and in any event within 10 days of receiving the Commissioner request.

15.3 In the event that the Commissioner 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 Commissioner 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 Commissioner shall use reasonable endeavours to consult the Service Provider as soon as reasonably practicable and shall not:

15.3.1 Confirm or deny that the information in question is held by the Commissioner, or  
15.3.2 disclose the information requested, to the extent that in the Commissioner'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.

## **16. TRANSPARENCY**

16.1 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 Commissioner 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.

16.2 Notwithstanding any other term of this Contract, the Service Provider hereby gives its consent for the Commissioner 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 Commissioner agrees.

## **17. REPUTATION OF THE COMMISSIONER AND PUBLIC SERVICE CONSIDERATIONS**

17.1 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 Commissioner into disrepute or attract adverse publicity to the Commissioner.

## **18. PRICE AND PAYMENT**

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

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

18.3 If payment is not made by the Due Date, in addition to its rights under the Late Payment of Commercial Debts (Interest) Act 1998, the Service Provider may cancel and/or suspend the Services unless the Commissioner shall upon written notice immediately pay for any Services provided or pay in advance for any Services ordered but not provided, all at the Service Provider's option.



18.4 All rights of set off or deduction are hereby retained by the Commissioners.

## **19. VARIATIONS**

19.1 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.

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

## **20. SUSPENSION OF THE SERVICE**

20.1 If the Commissioner considers that the Service Provider is or may be in breach of its obligations under this Contract and as such the Commissioner determines that this poses potential risks to Service Users, the Commissioner 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.

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

20.2.1 Terminate the Contract in accordance with Clause 20 below;

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

## **21. TERMINATION**

21.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 6 (six) months' notice of termination.

21.2 Subject to both Parties' compliance with Clause 21.1 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.

## **22. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

22.1 Subject to 15 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.

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

22.3 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.

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

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

22.5.1 Already in the public domain other than through default of the Receiving Party;

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

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

22.6 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.

## **23. INDEMNITY AND INSURANCE**

23.1 The Service Provider shall indemnify and keep indemnified the Commissioner against any loss damage or liability suffered or incurred by the Commissioner 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.

23.2 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

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

23.4 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 Commissioner requests this information more often than once a year the Commissioner shall meet the Service Provider's reasonable cost of production.

## **24. FORCE MAJEURE**

24.1 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.

24.2 A Party's obligations under the Agreement shall be suspended during the

period for which the reason described in Clause 24.1 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.

## **25. NOMINATED OFFICERS**

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

For the Commissioner:

Name: Insert name

Address: Barnsley Metropolitan Borough Council

.....  
Tel: Insert

Email: Insert

For the Service Provider

Name: Insert

Address: .....

.....  
Tel: .....

Email: .....

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

## **26. INFORMATION AND MONITORING**

26.1 The Nominated Officers shall meet formally at intervals not exceeding every 3 (three) months from the Effective Date to consider any issues arising from the operation and performance of the Agreement.

26.2 The Service Provider shall, during Normal Working Hours throughout the Term, permit the Commissioner's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Service Provider in connection with this Agreement provided that the Commissioner shall have given the Service Provider two (2) Normal Working Days prior written notice.

26.3 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.

26.4 The Service 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:

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

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

## **27. NOTICES**

27.1 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.

27.2 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.

## **28. GENERAL**

28.1 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 Commissioner, such consent not to be unreasonably withheld.

28.2 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.

28.3 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.

28.4 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.

28.5 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 provision in question shall not be affected thereby.

28.6 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.

## **29. REMEDIES FOR NON PERFORMANCE**

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

29.1.1 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;

29.1.2 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.

29.2 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 30 or to termination of the Agreement in accordance with Clause 21.

## **30. DISPUTE RESOLUTION PROCEDURE**

30.1 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:

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

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

30.2 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.

30.3 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.

30.4 Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in this Clause 29, continue to carry out their obligations in accordance with this Agreement.

## **31. NON-SOLICITATION**

31.1 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.

## **32. APPLICABLE LAW**

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

32.2 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

## **33. SUB-CONTRACTING AND ASSIGNMENT**

33.1 Subject to clause 33.3, neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Service Provider sub-contract the whole or any part of its obligations under this agreement except with the express prior

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

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

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

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

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

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

## **34 AUDIT**

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

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

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

(c) to review the Service Providers compliance with the DPA, the FOIA, in accordance with clause 14 (Data Protection) and clause 15 (Freedom of Information) and any other legislation applicable to the Services;

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

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

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

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

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

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

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

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

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

(a) all information requested by the above

persons within the permitted scope of the audit;

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

(c) access to the Service Providers Personnel.

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

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

34.7 If an audit identifies that:

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

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

(c) the Council has underpaid any Charges, the Council shall pay to the Service Provider the amount of the under-payment [less the cost of audit incurred by the Council if this was due to

a default by the Service Provider in relation to invoicing] within [20] days.

### **35 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT)**

35.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 may apply in respect of the award of the Agreement and that for the purposes of those Regulations the undertaking concerned, or any relevant part of the undertaking, shall transfer to the Provider on the Effective Date.

35.2 The Provider shall comply with the requirements of those Regulations in respect of key personnel (who will have been employed in the undertaking, or relevant part of the undertaking, immediately before its transfer to the Provider.

35.3 The Provider shall indemnify the Commissioner against any claim made against the Commissioner at any time by any of the key personnel for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and other liabilities incurred by the Commissioner) resulting from any act or omission of the Provider on or after the Effective Date, except where such claim arises as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) by the Commissioner arising or accruing before the Effective Date.]

**North East Area Council****2019 / 2020 Environmental Enforcement Commission****Timeline**

Activity	Date
Draft documents and finalise with legal	22 <sup>nd</sup> August – 30 <sup>th</sup> Sept
Obtain sign off from Area Councils	By 30 <sup>th</sup> September
Complete Equality Impact Assessment	By 30 <sup>th</sup> September
Notify Kingdom and obtain TUPE information	w/c 10 <sup>th</sup> of September
Issue OJEU notice	1 <sup>st</sup> October
Issue Tender	3 <sup>rd</sup> October
Deadline for clarifications	29 <sup>th</sup> October 2018
Tender Closing Date	5 <sup>th</sup> November 2018
Quality responses to evaluation panel to review	5 <sup>th</sup> November
Evaluation moderation panel meeting, presentations (if included) and verbal confirmation of award rec	w/c 12 <sup>th</sup> November
Complete recommendation to award report	w/c 19 <sup>th</sup> of November
Issue Intent to award Letters (Start of Standstill)	26 <sup>th</sup> November
Contract Award Issued	7 <sup>th</sup> December
Mobilisation period	7 <sup>th</sup> December – 31 <sup>st</sup> March 2018
Contract Commencement Date	1 <sup>st</sup> April 2019

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## **BARNSELY METROPOLITAN BOROUGH COUNCIL**

**North East Area Council**

**Report of the Area Manager**

**September 27<sup>th</sup> 2018**

### **Agenda Item 8**

#### **Royston Road Play Area**

Members are asked to approve the request to repair the safety surfacing damaged by anti social behaviour at the Royston Road Play area. If the safety surfacing cannot be removed the swings will have to be removed for health and safety reasons. This play area is frequently used by the local families and several request to have this repaired have been received from local residents.



To cut out the damaged areas and repair with new safety surfacing would cost £720.

**Caroline Donovan**  
**Area Council Manager**

**27<sup>th</sup> September, 2018.**

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