



TENDER NOTICE

HMC 001 – ENFORCEMENT AGENT SERVICES

Applicants are invited to tender for the supply/provision of Enforcement Agent Services to Shropshire Council for an initial period of up to period of 3 years commencing on the 1st October 2014 with the option to extend up to the 30 September 2019.

The Council Appointed Contractor will undertake some or all of the following elements of debt recovery on its behalf:

- Council Tax
- Business Rates
- Business Improvement District
- Housing Benefit Overpayment
- Sundry Debts (To Include Adult Social Care Debt)
- Penalty Charge Notices
- Commercial Rents

Please note that the Council cannot guarantee volumes of work for any of the above categories and also reserves the right to remove any of the above categories from this contract if changes to legislation or within the Council dictate.

The Council is looking for tenders from suitably qualified and experienced providers of Enforcement Agent Services for this contract.

If you wish to receive tender documents, please email as soon as possible to **procurement@shropshire.gov.uk** quoting reference **HMC 001**

The deadline for the return of completed tenders is **12 noon 25 July 2014**

The services covered by this contract are Part B services under the Public Procurement regulations. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators

equally and in a non-discriminatory way. This will be a one stage tender process and both selection and award criteria will be applied to the submissions.

Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly details of any economic, environmental or social benefits you will deliver if you are awarded the contract are asked for as part of the tender response.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.



As per email

Tel: (01743) 252993

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

HMC 001 – ENFORCEMENT AGENT SERVICES SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions to Tenderers
2. Invitation to tender including Specification and Terms and Conditions
3. Tender Response Document
4. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy and one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on Friday 25th July 2014**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

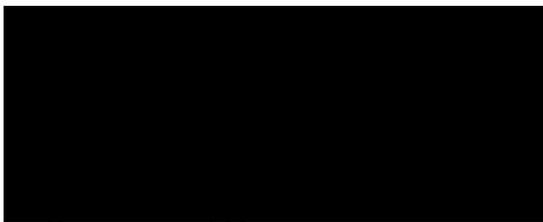
Please note it intended to invite organisations submitting the top four scoring tenders to interview in order to clarify the tenders made only. Details of interviews will be provided in due course.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Procurement Manager
procurement@shropshire.gov.uk
Tel: 01743 252993
Enc



INSTRUCTIONS FOR TENDERING

**HMC 001 – ENFORCEMENT AGENT
SERVICES**

Contract Description:

Applicants are invited to tender for the supply/provision of Enforcement Agent Services Services to Shropshire Council for an initial period of up to period of 3 years commencing on the 1st October 2014 with the option to extend up to the 30 September 2019.

The Council Appointed Contractor will undertake some or all of the following elements of debt recovery on its behalf:

- Council Tax
- Business Rates
- Business Improvement District
- Housing Benefit Overpayment
- Sundry Debts (To Include Adult Social Care Debt)
- Penalty Charge Notices
- Commercial Rents

The Council is looking for tenders from suitably qualified and experienced providers of Enforcement Agent Services for this contract.

The deadline for the return of completed tenders is **12 noon 25 July 2014**

The services covered by this contract are Part B services under the Public Procurement regulations. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way. This will be a one stage tender process and both selection and award criteria will be applied to the submissions.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of Enforcement Agent Services to Shropshire Council as detailed in the Invitation to Tender Documents. The contract will be for an initial period of **3 years** commencing on the 1st October 2014 with the option to extend up to the **30 September 2019**.
- 1.2** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.3** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.4** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.5** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.6** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.7** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions contained in the Invitation to tender and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

Where the Tenderer is an individual, by that individual;

Where the Tenderer is a partnership, by two duly authorised partners;

Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Friday 25th July 2014. Two hard copies and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully

complied with, the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.
- 4.7 Please note it intended to invite organisations submitting the top 4 scoring tenders to interview in order to clarify the tenders made only.

5.0 **Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

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

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 Any queries arising in relation to this invitation to tender should be raised in writing with the Procurement Team (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing), in any event not later than Friday 18th July 2014.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- (i) Issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

9.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

11.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 **E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 **Award of Contract**

13.1 **Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 **Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 **Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 **Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 **Acceptance**

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's

Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1 October 2014**.

16.0 **Payment Terms**

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 **Liability of Council**

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific

warranties provided within the Contract Documentation.

18.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

HMC 001 – Enforcement Agent Services

**SHROPSHIRE COUNCIL
INVITATION TO TENDER INCLUDING:-**

- **SPECIFICATION**
- **TERMS AND CONDITIONS**

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DETAILED REQUIREMENT OF SERVICES

1.0 Introduction

1.1 Purpose

- a) The purpose of this Invitation to Tender (ITT) is to obtain responses for the provision of the goods, services or works which offer best value for money and to allow the Council to implement a business solution meeting our needs.

The Council Appointed Contractor will undertake some or all of the following elements of debt recovery on its behalf:

- Council Tax
- Business Rates
- Business Improvement District
- Housing Benefit Overpayment
- Sundry Debts (To Include Adult Social Care Debt)
- Penalty Charge Notices
- Commercial Rents

Please note that the Council cannot guarantee volumes of work for any of the above categories and also reserves the right to remove any of the above categories from this contract if changes to legislation or within the Council dictate.

- b) Information supplied to Tenderers is supplied in good faith. However, Tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused, arising from the use by Tenderers of such information. Whilst every endeavour has been made to give potential Tenderers an accurate description of the requirements, Tenderers should form their own conclusions about the methods and resources needed to meet these requirements. The Council makes no warranties or representations whatsoever in relation to the contents of this document, or to its requirements and cannot accept any responsibility in respect of any of the matters set out in this document.
- c) Please note that Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

1.2 Confidentiality

- a) The information contained in this document is the property of the Council. It has been distributed to Tenderers for the sole purpose of allowing the

preparation of a response to the Invitation. The information is commercially confidential and must only be disclosed to Tenderers employees who are directly involved in the Tender response, or who have a need to know the information contained herein. This information shall not be disclosed to any third party without the prior written consent of the Council's Procurement Manager.

b) All information supplied in connection with this invitation shall be regarded as confidential and by submitting an offer, the Tenderer agrees to be bound by the obligation to preserve the confidentiality of all such information. Tenderers must not use information received for personal gain.

c) A full response including all supporting documentation supplied as part of the Tender response will become the property of the Council. Any material submitted which is of a confidential nature should be clearly marked as such and any items included which Tenderers wish returned should be clearly marked as such.

d) The Council undertakes to use its best endeavours to keep confidential any information provided by the Tenderer, subject to the Council's obligations under law, including the Freedom of Information Act 2000. If the Tenderer considers that any information communicated to the Council should not be disclosed because of its sensitivity then this should be stated, together with the reason for considering it sensitive. The Council will then use reasonable endeavours to consult with the Tenderer in considering any request received under the Freedom of Information Act 2000 before replying to such a request. It should be noted however, that the Council does not have discretion in responding to such requests under the Act.

1.3 Definitions

Terms included in this specification and what they mean:-

1. **"The Council"** refers to Shropshire Council.
2. **"The Contractor"** refers to the successful tenderer
3. **"Authorised Officer"** is an officer of the Council with the authority to act on their behalf.
4. **"The Enforcement Agent"** is the individual undertaking the function of taking control of goods for Council Tax, Non Domestic Rates, Business Improvement District Levy, Penalty Charge Notices and Commercial Rent Arrears Recovery. The individual must be an employee of the Contractor.
5. **"Debtor"** is a Council Tax or Non Domestic Rate payer subject to a liability order, a business or sole trader for the purposes of Commercial Rent Arrears Recovery, or other individual indebted to the Council.

6. **“Vulnerable category”** refers to situations where the debtor(s) or person(s) met are:-

- i) With medical conditions such as mental ill health, terminal illnesses
- ii) With a learning disability
- iii) With a physical disability or who may be housebound
- iv) Who are illiterate or unable to speak English
- v) With an alcohol/drug or gambling addiction
- vi) Fleeing domestic violence or other violence and have the support of either the Police, or a statutory or voluntary agency
- vii) Who have a temporary change in their life such as a relationship breakdown or bereavement which may mean they need support on a short-term basis
- viii) Who have severe debt problems
- ix) That are subject to mortgage possession proceedings
- x) Suffering any form of harassment
- xi) Are themselves or their partners in the final weeks of pregnancy;
- xii) Where the welfare of children would be put at risk.

This list is not exhaustive but may act as a guide.

7. **“Third Party Debt Collector”** is a person performing debt collection services on behalf of the Council.

2.0 Tender Response Instructions

2.1 ITT Response Requirements

a) Tenders should be made using the tender response document provided and should be returned using the return label provided. Please see the Tender letter and Instructions for tendering which accompany this Invitation to Tender for full instructions on returning your tender.

b) Two hard copies of the Tender documentation must be submitted, one bound and one loose on A4 paper together with one electronic copy on CD. Tenders submitted by Facsimile or E-mail will not be considered as valid.

c) Prior to the date for the submission of Tenders, the Council may issue additional information or corrections to amend the requirements defined within

the Tender Documents. Receipt of such amendments must be promptly acknowledged by the Tenderer by letter/e-mail/fax.

d) Tenders must be valid for a minimum of 90 days from the Tender closing date.

2.2 Timetable of Events

Activity Key Date

Tender Notice – 20 June 2014

Tender Closing Date -12 Noon 25 July 2014

Evaluation of tenders – 15 July 2014 –21 August 2014

Award decision notified and standstill commenced – 22 August 2014

Standstill expires – 1 September 2014

Contract entered into and mobilisation – 1 September – 30 September 2014

Contract Commencement Date - 1 October 2014

This timetable is for guidance only and is subject to amendment by the Council's Procurement Manager.

2.3 ITT Revisions

No amendments to the Tender will be permitted after submission unless at the request of the Council. In the event that additional information needs to be provided or responses require clarification or modification then all Tenderers will receive clarification or an addendum to the ITT.

A Tender including quantities will be checked for arithmetical accuracy and purely arithmetical errors will be corrected by the Council to verify the final amount of the Tender. The Tenderer must then stand by the corrected total or withdraw the Tender, but cannot seek to vary it. In relation to fixed price contracts with no rates or quantities and no provision whatsoever for any price adjustment or fluctuation, a Tenderer submitting a fixed price Tender offering a price which is so clearly unrealistic that it has been submitted in error, may

be asked in writing to confirm or withdraw his/her Tender. However, under no circumstances whatever may any amendment be permitted to that Tender.

2.4 ITT Preparation Costs

All costs incurred by Tenderers in relation to the preparation and presentation of their proposal including travel, accommodation, design costs and general expenses are to be borne entirely by the Tendering organisation.

2.5 Contract Terms and Conditions

a) The Council Terms and Conditions applicable to this Tender are attached and will be binding on any contract entered into with your organisation. These are attached at Appendix 1.

b) The selection and final approval of a Supplier will not be deemed to have taken effect until final agreement has been reached and accepted on contractual terms and conditions and any probationary period specified therein has been satisfactorily served.

c) Where an appropriate British Standard or British Standard Code of Practice issued by the British Standards Institution or equivalent European Standard is current at the date of the Tender, every contract shall, where reasonable and practicable require that, all Services provided shall not be inferior to that standard. The Contractor shall use his best endeavours to comply in all respects with the provisions of BS5750 / ISO9000 in respect of the quality of the work carried out under any contract.

3.0 Special Instructions to Tenderers

3.1 Selection and Acceptance

a) The Council reserves the right to accept any tender, in whole or in part, to discuss further with one or more Suppliers, to reject all Tender submissions and defer purchase of any goods/service or re-tender all or part of the original specification. The Council does not bind itself to accept the lowest cost, Best Value, or any Tender.

b) The Council reserves the right to reject any Tender response which does not meet the criteria specified in this ITT. The Council will not open Tenders received after the closing time and date.

c) No Tender response shall be deemed to have been accepted by the Council unless such acceptance has been notified to the Supplier in writing by the Council's nominated officer.

3.2 Ethical Conduct

a) The Council has a strong belief in propriety and ethics. The Council reserves the right to cancel the contract and to recover from the contractor the amount of any loss sustained by the Council as a result of such cancellation in each of the following cases:-

(i) if the contractor or any person engaged by him/her shall have offered or have given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or execution of the contract, or for showing or not showing favour or disfavour in relation to any contract with the Council.

(ii) If the contractor or any person engaged by him shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

(iii) If the contractor shall fail to comply with any provision of the Council's Contract Rules.

b) A Tenderer whose behaviour is unethical in any way, may be debarred from the Tender process and may be precluded from future business.

c) Prior to making an approach to any member of the Councils staff soliciting for new or additional business directly or indirectly associated with the goods/services covered in this invitation, Tenderers must seek guidance from the Council's Procurement Manager to establish the suitability of any such approach.

d) Tenderers must declare any connection between themselves or their employees, and any officer or elected member of the Council within the Tender Response document. Such a connection will not preclude Tenderers from being awarded contracts; the information will simply enable the Council to effectively manage any potential conflict of interests.

3.3 References and Demonstrations

a) Where tenderers are requested to provide a list of current clients from which the Council may seek references, these should be appropriate and relative to the size and scope of the goods/services detailed within this Invitation. Such references may be sought by the council in writing, verbally

or through site visits. Tenderers must confirm in their Tender response that Council may contact these referees if required and must provide the information for each referee as set out in the Tender response Document.

b) The Council retains the right to review the Tenderers' facilities where the services will be carried out. The Council also reserves the right to request that any potential provider demonstrates the fitness for purpose of the system, service and performance to the Council's satisfaction.

3.4 Contingency/Business Recovery Plans

Tenderers are required to provide within the Tender Response Document high level detail of the Contingency/Business Recovery Plans in place within their organisation to demonstrate their ability to ensure continuation of supply of the goods/services referred to in this Invitation. Please note that the Council may require evidence at a future date that Contractors have tested this contingency.

3.5 Management Information

Tenderers are required to provide details within the Tender Response Document of the management information their organisation can supply relative to the goods/services in scope of this Invitation, including frequency, format and ability to customise to suit the Council's requirements. A sample of standard management information Tenderers can offer should be provided. The Council will have particular interest in a means of measuring and reporting on achievement of Service Level Agreement standards. Please advise if management information can be provided in hard copy and soft copy (preferably MS Excel 97 or XP format).

3.6 Offers

Offers must remain open for acceptance for 90 days from the closing date for receipt of offers.

3.7 Reviews

a) The Council requires the Tenderers to nominate a dedicated account manager to attend contract liaison meetings as required. It is intended that these meetings will provide all parties with the opportunity to raise problems or concerns related to the management or any other aspect of the contract and to provide a forum for open discussion to ensure the continued success of the trading relationship. It is likely that more regular operational meetings at the request of either party may be required.

b) All supplier representation must be by previous mutual agreement and only between nominated personnel from the parties.

3.8 Change to Specification

a) The successful Tenderer shall inform the Council in writing of any new services, which the Tenderer wishes to include on the contract for consideration and evaluation by the Council.

b) The successful Tenderer shall inform the Council in writing of any proposed specification changes to goods/service being supplied against the contract. Notification of any such proposals shall be made at least three months prior to the proposed implementation date of any changes.

c) Any new proposals or changes in specification shall be subject to the agreement of the Council in writing. Service changes may only be within the same range of services.

3.9 VAT

The amount of tax chargeable shall **not be** included in the prices Tendered. The Tenderer is required to state the product price and all allowable discounts or surcharges. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.

4.0 Response to Tender

4.1 Period

The contract period is 3 Years, commencing 1 October 2014 and running to 30 September 2017 (with the council having the option to extend up to a further period of 2 years).

4.2 Scope

a) The scope of goods/services that are requested in this ITT cover the requirements for the Council locations. The Council's main offices are located at The Shirehall, Shrewsbury and it has a number of other regional offices throughout the County. Whilst this document reflects the Council's current requirements, you are required to anticipate the Council's future requirements in your offer.

b) The objective of this Invitation to Tender is to select a Supplier who can provide a reliable, efficient and flexible service to meet the Council's existing and future needs.

4.3 Requirement

The Council requires the Tenderer to provide responses within the Tender Response Document as to how it would meet the requirements outlined in the specification herewith.

5.0 Appendix 1 – Terms and Conditions and Specification

This contract is made the _____ day of _____
B E T W E E N **SHROPSHIRE COUNTY COUNCIL** of the Shirehall Abbey
Foregate Shrewsbury in the County of Shropshire (hereinafter called "the
Employer") of the one part and _____ whose registered
office is situate at _____ incorporated under Company
Number _____ (hereinafter called "the Contractor") of the other part

1. DEFINITIONS AND INTERPRETATION

- 1.1 Commencement Date for the contract is the _____
- 1.2 "**Conditions**" means the Conditions of Contract.
- 1.3 "**Contractor**" means the party identified as such in the Articles of Agreement".
- 1.4 "**Contract Manager**" means the person who is to represent the Contractor and may be such other persons nominated in writing by the Contractor from time to time.
- 1.5 "**Contract**" means the agreement entered into between the Council and the Contractor embodying the Invitation to Tender, these Conditions, the form of Tender, the Specification, and the Pricing Document.
- 1.6 "**Contract Documents**" means the documents comprising the Contract.
- 1.7 "**Contract Period**" means the period of three calendar years starting on the Commencement Date unless the Contract shall be terminated as provided in these Conditions (unless the contract is extended for a period of 2 years pursuant to Condition 19).
- 1.8 "**Council's Representative**" means the Council's Revenues & Benefits Services Manager or equivalent or such other person nominated in writing by the Council from time to time.
- 1.9 "**Pricing Document**" means the document so entitled, which incorporates the pricing mechanism upon which the Contractor's Tender, is based.

1.10 "**The Service**" means the service provided by the Contractor in accordance with the Contract and includes any modification thereto made pursuant to Condition 7.

1.11 "**Specification**" means the document so entitled, which describes the Service to be provided by the Contractor and any modification thereto, made pursuant to Condition 7.

1.12 Reference to the Contractor's personnel shall be deemed to include the Contractor's partners, directors and employees and the Contractor's agents unless the context otherwise requires.

1.13 Reference to Acts of Parliament or other orders shall include reference to any amendments or re-enactments.

1.14 All communications, whether oral or written, between the Contractor and the Council or between the Contractor and any third party on behalf of the Council, shall be conducted in the English Language.

1.15 This Contract is to be construed under English Law.

1.16 Words imparting the singular also include the plural and vice versa where the context requires.

1.17 Vulnerable Category refers to situations where the debtor or person met falls into one of the following categories: -

- i) With medical conditions such as mental ill health, terminal illnesses
- ii) With a learning disability
- iii) With a physical disability or who may be housebound
- iv) Who are illiterate or unable to speak English
- v) With an alcohol/drug or gambling addiction
- vi) Fleeing domestic violence or other violence and have the support of either the Police, or a statutory or voluntary agency
- vii) Who have a temporary change in their life such as a relationship breakdown or bereavement which may mean they need support on a short-term basis
- viii) Who have severe debt problems
- ix) That are subject to mortgage possession proceedings
- x) Suffering any form of harassment
- xi) Are themselves or their partners in the final weeks of pregnancy;

- xii) Where the welfare of children would be put at risk.

1.18 “**This Period**” means all qualifying transactions not previously reported e.g. since the last report was produced.

1.19 “**Batch**” means all instructions given to the Contractor on a single occasion.

1.20 “**In Writing**” where reference is made to instructions being made in writing, a facsimile or e-mail will satisfy the requirement.

1.21 “**Domestic**” means Council Tax.

1.22 “**Local Taxation**” means Council Tax and Non- Domestic Rates.

1.23 “**Days**” will mean calendar days, unless there is specific reference to an alternative i.e. working days.

1.22 “**Out of Hours**” will mean outside the hours of 08:00 – 18:00 Monday to Friday.

2.0 GENERAL SERVICE SPECIFICATION

Covering:-

- Council Tax
- Business Rates
- Business Improvement District
- Housing Benefit Overpayment
- Sundry Debts
- Penalty Charge Notices
- Commercial Rents

2.1 Contractors Personnel

- The Contractor shall employ sufficient personnel to provide the Service.
- The Contractor shall, prior to the Commencement Date and throughout the Contract Period, employ in and about the Service only such persons as are competent, careful, skilled, honest, experienced, trained and who are instructed and supervised to the satisfaction of the Council with regard to the Service.
- The Contractor’s personnel shall be familiar with all conditions of this Contract and relevant policies, rules, Standing Orders, procedures and standards of the Council.

- The Contractor shall ensure that Criminal Records Bureau checks in respect of all employees that may come in to contact with children have been carried out in order to assess their suitability for a position of trust.

2.2 CONTROL AND SUPERVISION OF THE CONTRACTOR’S PERSONNEL

i) The Contractor shall ensure that at all times during the Contract Period there is a telephone number (not an answer phone) at which the Contract Manager may in situations of urgencies or emergencies, be contacted at all times during the Contractor’s business hours.

ii) The Contractor shall inform the Council in writing of the identity of any person proposed to be authorised to act for any period as deputy for the Contract Manager at least two working days before the start of that period. If the appointment of a deputy has been done at short notice, for example, because of ill health, the Contractor shall inform the Council as soon as practicably possible.

iii) The Contract Manager, or duly authorised deputy, shall be the authorised representative of the Contractor and as such, is empowered on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction, or other communication given or made to the Contract Manager or deputy shall be deemed to have been given to the Contractor.

iv) The Contract Manager shall inform the Council promptly, and in writing, of any instances or omissions on the part of the Council which prevent or hinder, or may prevent or hinder, the Contractor from complying with the Contract. The provision of information under this condition shall in no way release or excuse the Contractor from any obligations under the Contract.

2.3 AUTHORISATION OF CONTRACTOR’S PERSONNEL

2.3.1 All Enforcement and other Agents acting on behalf of the Contractor must be employed by the Contractor.

2.3.2 The Contractor must ensure that Enforcement Agents and other employees have an appropriate knowledge of relevant legislation, case law and powers, and the role they are required to undertake. The Contractor must ensure that adequate training is undertaken and that it is effective. The Contractor should evidence how it will comply with this requirement.

2.3.3 All Enforcement Agents must hold Corporate membership of the Civil Enforcement Association (CivEA), (covering Council Tax, Non Domestic Rates and CRAR enforcement), a Certificate granted by the County Court authorising them to take control of goods in accordance with the Certification of Enforcement Agent Regulations 2014.

2.3.4 The Council’s “Authority to Act” document and the Contractor’s Company ID card must be carried at all times and produced to the debtor without request. In

addition to this the Contractor must carry their County Court certification which should be produced upon request. The Contractor will also produce identification to any person who has reason to require it.

2.3.5 The Council's Representative may withdraw a case where he/she considers:-

- i) That an Enforcement Agent or other employee has not acted within the scope and spirit of the prevailing legislation,
- ii) That an Enforcement Agent or other employee has failed to maintain the highest ethical and professional standards,
- iii) That an Enforcement Agent or other employee has not represented the Council in a responsible and courteous manner,
- iv) That the Enforcement Agent or other employee has failed to process cases in a sensitive, firm but fair manner,
- v) That the case is no longer valid due to the successful appeal of the debtor,
- vi) That additional information received results in the Council deciding to no longer proceed with debt recovery,
- vii) Any other circumstances the Council deems appropriate

2.3.6 Ensuring that employees meet the Council's conduct and appearance requirements

- i) All employees meeting the Council's debtors are expected to be of smart appearance and behave in a polite, dignified, and discreet manner at all times.
- ii) No employee is permitted to talk to the press about any case without the permission of the Council's Representative who must be informed of any such contact.

2.3.7 While working on behalf of the Council each Enforcement Agent must:-

- i) Carry a valid company ID card. This shall include a recent photograph of the authorised employer, the employee's name, the name of the Contractor for whom he/she is working for and the telephone number of the contractor
- ii) Carry a current Certificate authorising them to take control of goods,
- iii) The Contractor must carry a copy of the Council's code of practise and adhere to it at all times
- iv) The Contractor will provide this information to the debtor without being asked, whenever attending the debtor's property.

v)The authorised employee must be contactable at all times via their mobile phone.

2.4 WORKING PROCEDURES

2.4.1 The Contractor shall comply with the following legislation:-

i)The Tribunals Courts and Enforcement Act 2007, Schedule 12 – Taking Control of Goods, The Taking Control of Goods Regulations 2013, The Taking Control of Goods (Fees) Regulations 2014, Certification of Enforcement Agent Regulations 2014 and any other relevant legislation.

ii)Where appropriate to do so follow the guidance in the National Standards for Enforcement Agents issued by the Lord Chancellors Department in January 2012 (or any subsequent revision) and the code of practice issued by the Civil Enforcement Association (CIVEA).

In addition the Contractor must comply with the Council's code of practise

At all stages of the enforcement process where there is a dispute over the amount due to the Council the Contractor should seek clarification from the Council before they take further action.

2.5 ADHERING TO COUNCIL POLICIES

2.5.1 The Contractor will at all times adhere to the Council's Policies, as specified in this Agreement:

2.5.2 Council Code of Practice for Enforcement Agents

i) The Contractor and all employees must act within the law at all times.

ii) The Contractor(s) must not misrepresent their powers, qualifications, capacities experience or abilities

iii) The Contractor, when attending premises, shall at all times carry proof of his/her identity and written confirmation of the fact that the Council has instructed him/her to act on behalf of the Council. This information will be provided to the debtor without being asked, whenever attending the debtors property

iv) Proof of identity shall include a recent photograph of the authorised employee, the employee's full name, the name of the company for whom he/she is working and the telephone number of the company

v) The Contractor is expected to be of smart appearance whilst carrying out duties under the contract.

vi) When required to make local enquiries concerning the whereabouts of a debtor, the Contractor shall do so with tact, discretion and with due concern for the interests of both the Council and the subject of their enquiries.

vii) All Contractors must not be prejudice towards any individual group or group because of any disability, or on the basis of gender, age, race, religious beliefs, colour, nationality, ethnic origin and/or sexual orientation.

viii) All persons met by the Contractor must be treated with tact, consideration and courtesy. Confrontational situations should be avoided wherever possible.

ix) The Contractor must ask the Police to attend if they suspect a possible Breach of the Peace and if any such breach occurs they must inform the Council, with the details within one working day.

x) No access shall be required to the premises where the only person present appears or claims to be less than 18 years old

xi) The Contractor shall, where practical, see the debtor in private unless the debtor wishes other persons to be present.

2.5.3 The Contractor will be expected at all times to use his/her professional judgement to identify and refer to the Council any vulnerable cases or other cases where he/she thinks it would be inappropriate to proceed i.e:

i) With medical conditions such as mental ill health, terminal illnesses

ii) With a learning disability

iii) With a physical disability or who may be housebound

iv) Who are illiterate or unable to speak English

v) With an alcohol/drug or gambling addiction

vi) Fleeing domestic violence or other violence and have the support of either the Police, or a statutory or voluntary agency

vii) Who have a temporary change in their life such as a relationship breakdown or bereavement which may mean they need support on a short-term basis

viii) Who have severe debt problems

ix) That are subject to mortgage possession proceedings

x) Suffering any form of harassment

xi) Are themselves or their partners in the final weeks of pregnancy;

- xii) Where the welfare of children would be put at risk.
- xiii) The Contractor must have respect for religious events and/or festivals.
- xiv) Any other cases where the Contractor deems it appropriate

2.5.4 The Contractor(s) shall not seek to take control of goods, without consulting the Council Liaison Officer, where it is apparent to him/her or where he/she is advised that:

- i) There is an outstanding claim for Council Tax reduction Scheme covering the period during which the arrears arose.
- ii) The debtor disputes liability for the charges on arguable grounds
- iii) The debtor claims that he/she has paid the debt

2.5.5 Sale of goods cannot take place until seven clear days from removal have elapsed.

- i) Where the goods are removed the debtor must be advised of the total amount due, including removal and storage costs, the identity of the auctioneer and the whereabouts of the saleroom. The notice must state that the debtor may recover their goods from the saleroom upon payment of the total amount due within seven clear days of the goods being removed. The notice must also explain what will happen after the seven day period and the costs that may be incurred.
- ii) All agreements made by the Contractor regarding instalments shall be recorded and a written copy shall be given or sent to the customer.
- iii) An official receipt shall be issued to the customer paying in person.
- iv) All letters, notices and other documentation sent to or left with the debtor must be clear and not ambiguous or misleading.
- v) All Contractors must treat all information, files and correspondence as strictly private and confidential at all times in accordance with the Data Protection Act (1998)
- vi) The Contractor must keep and properly maintain a separate client bank account and also a suspense account, which records all unidentified payments.
- vii) The Contractor shall only remove goods that are owned by the person, jointly owned with another or persons stipulated on a Liability Order or Commercial Rent Arrears Recovery authorisation. The following items must NOT be removed:-

- I. Such tools, books, vehicles and other items of equipment as are necessary to the debtor for use personally by him in his employment, business or vocation.
- II. Cooking appliances, where this would leave the individual with no means of preparing a hot meal
- III. Heating appliances, where this would leave the premises without adequate heating
- IV. Refrigerators, where this would leave the debtor or debtor's family with no means of keeping food cold.
- V. Food
- VI. Bedding, household linen and basic clothing
- VII. Beds and chairs, where this would leave the premises without one bed and one chair for each occupant
- VIII. Toys for the use of any child who is a member of the debtors family
- IX. Medical aids or medical equipment reasonably required for the use of a debtor or any member of the debtor's household
- X. Items purchased through hire purchase

2.6 PROCESSING CORRESPONDENCE

2.6.1 The Contractor shall ensure

- i) All written communications issued by the Contractor must be written in plain English and give an address and telephone number that the debtor can contact.
- ii) All correspondence warranting a reply must be replied to within ten working days of receipt. If it is not possible to provide a reply within the stipulated periods, an acknowledgement or interim reply must be sent detailing the reason for the delay and when a comprehensive reply can be expected.
- ii) Correspondence received from the Council's Representative, marked as urgent, that deals with a Councillor's or MPs enquiry must be answered within three working days of receipt.

2.6.2 The Contractor will at all times act with due regard to the relevant legislation and ensure that all their Enforcement Agents have comprehensive knowledge regarding current legislation. All employees will adhere at all times to the Code of Practice agreed between the Council and the Contractor.

2.6.3 The Contractor shall provide a dedicated team of competent staff to deal with all operational enquiries from the Council's representatives during normal office hours, which are 8.00 am to 6.00 pm Monday to Friday. The Contractor shall notify the Council representatives of any subsequent changes to these arrangements.

2.6.4 The Contractor shall employ sufficient and competent personnel to respond to telephone enquiries from debtors between the hours of 8.00 am to 6.00 pm Monday to Friday.

2.6.5 Contractor shall ensure that:

- i) Where it is not possible to provide an appropriate answer at the time, the caller should be rung back within two working days with an appropriate answer.
- ii) Where, in exceptional cases, the query is particularly complicated, an acknowledgement must be given within two working days of the call and a full reply dispatched within ten working days.
- iii) All letters, e-mails and faxed correspondence must be actioned within ten working days of receipt.

2.7 COMPLAINTS

2.7.1 The Council defines a complaint as “An expression of dissatisfaction by a member of the public/customer however made”, about the standard of service or lack of action or decision taken by the Council, or in the way in which the Council’s staff or contractors carry out their duties.

2.7.2 If the Contractor receives a complaint, it shall forward a facsimile or email copy of the same to the Council, together with its own full explanation of the incident, within three working days of the complaint being received. The facsimile message or email must be directed to Council’s representative.

2.7.3 The Council will respond to the complaint in accordance with the Council’s complaints procedure and will send a copy of the response to the Contractor. Please note however that complaints relating to Enforcement Agent fees must be dealt with by the Contractor.

2.7.4 If the Council receives a complaint directly, a copy of the same will be faxed or emailed to the Contractor who will be required to forward a full written explanation of the incident, within three working days of being requested to do so, to the Council’s representative.

2.7.5 The Council will forward a copy to the Contractor of its reply to the complainant.

2.7.6 The Contractor will keep a written record of all complaints received, either directly or through the Council, and of any resultant follow up action. Such records shall be available for inspection by the Council at all reasonable times.

2.7.7 Where the action taken by an Enforcement Agent is deemed to be in question, the Council will require in specified cases the Contractor’s justification of the action within the legislative framework and this Code of Practice. The Contractor must respond to such requests in writing within five working days.

2.7.8 The Contractor must ensure that all information coming into the possession of their employees or agents during the life of this Agreement is treated as strictly confidential, and is not used for any other purpose other than the delivery of the service. All data must be handled in accordance with the Data Protection Act 1998 and the Contractor shall provide the Council with evidence of such measures upon request.

2.7.9 The Council may specifically instruct the Contractor to cease a particular course of action where legality of the action is in doubt on any case, as the Council deem necessary. The Contractor must comply with such an instruction immediately and ensure the debtor incurs no further cost.

2.7.10 Any legal action taken against the Council as a result of the Contractor and or their Enforcement Agent's failure to act in accordance with the law or this Agreement, if proven, will constitute a breach of the Agreement.

2.7.11 In the event of legal action being taken against the Council as a result of the Contractor's, or their Enforcement Agent's failure to act in accordance with the law or this Agreement, if proven, and the Council sustains costs in defending or resolving the issue, the Contractor must agree to reimburse the Council in full for all reasonable costs incurred.

2.8 RECORDING & RECEIPT OF INSTRUCTIONS

2.8.1 The Contractor shall ensure that

- i) All instructions shall be recorded in the Contractor's system within 2 working days of receipt
- ii) A report acknowledging receipt must be issued to the Council within 2 working days of receipt. This acknowledgement may be received via email.

2.8.2 Transferring, reconciling and maintaining computerised records of instructions

2.8.3 The Contractor must support the provision of the specified service with an IT system that is capable of:-

- i) Recording all of the data relating to the instructions issued by the Council,
- ii) Recording any payments made, payment arrangements, enforcement stage reached, the action taken to date and any other transactions/history relevant to the case, so that the debtor's/Council's enquiries can be satisfactorily answered on demand,
- iii) Providing adequate controls at input, throughput and output stages,
- iv) Providing control, system and management information reports at an appropriate level as defined by the Council e.g. showing percentage collection, case status and aged cases with status and balance,

v) Printing individual reports on simple statistical information with complete audit trails including reports such as 'on-hold' cases.

2.8.4 The Contractor will provide access to its IT system, both to send and receive data securely and to communicate generally. The IT system will:-

i) Provide the Council with access to identify all fees and any payments itemised individually, which are applied to a debtors account and reconcile these into a history of events,

ii) Interact in real time with communication to the Enforcement Agent via mobile phone or PDA etc, to reflect immediately any changing status of the case.

2.8.5 The Contractor will be responsible:-

i) For providing secure access for the Council to the Contractors IT system via the web using password controls,

ii) For providing the Council with access to an Administrators version of the Contractors IT System via the web to enable the creation, amendment and deletion of Council users and to maintain adequate levels of access to the Contractors IT system.

iii) For ensuring that its communication equipment is compatible with the Council's systems,

iv) For ensuring that all its data output conforms with the required format specified by the Council's Representative, and is virus free,

vi) For keeping records up to date,

vii) For keeping detailed records of all monies collected on the Council's behalf for a minimum of 6 years,

viii) For registering and complying with all the provisions of the Data Protection Act 1998 and Computer Misuse Act 1990,

ix) For regularly reviewing the security arrangements for all aspects of data processing.

2.8.6 The Contractor will allow immediate access to its records and accounts pertaining to the service when requested by the Council's Representative.

2.8.7 A clear audit trail must be maintained at all times, providing a comprehensive case history of all activities from receipt of instruction to case closure by way of payment or return.

2.9 BANKING, ACCOUNTING FOR MONEY COLLECTED AND INVOICING

2.9.1 The Contractor must keep and properly maintain a separate client bank account and also a suspense account, which records all unidentified payments.

2.9.2 The Contractor shall ensure that all cleared and uncleared funds are paid over to the Council promptly on a weekly basis by BACS transfer. During the weeks approaching the close of the financial year Contractors will pay across a daily remittance to the Council by CHAPS.

2.9.3 All payments shall be accompanied by an electronic schedule which shows the Council's reference number, Contractor reference number, name and address of the debtor, the address charged, the amount received, the amount of any charges that have been deducted and the amount paid to the Council. The Contractor will include in this schedule details of any returned warrants or cases.

2.9.4 All monies received by the Contractor will be regarded as cleared within 15 days of receipt.

2.9.5 The Contractor will be responsible for all bank charges and any other costs associated with administering the account.

2.9.6 The Contractor will, as a last resort, post unidentified payments to a suspense account.

2.9.7 Payments held in a suspense account must be easily recognisable should a debtor claim that payment has been made.

2.9.8 The Contractor will on a regular basis carry out an in depth review of payments held in the suspense account to make certain that a case cannot be identified to which the payment should be allocated.

2.9.9 The Contractor will where appropriate issue invoices to the Council at regular intervals for VAT due on fees collected from debtors.

2.9.10 Invoices submitted by the Contractor will be paid by the Council within 30 days of the invoice date.

2.9.11 In the event of the Council querying any invoice the Council must notify the Contractor of the nature of the query as soon as possible and no later than 30 days from the date of issue of the invoice.

2.10 DIRECT PAYMENTS TO COUNCIL

2.10.1 The Council will advise all debtors that payments should be made to the Contractor. The Council may at their discretion accept payments from the debtor, however, before doing so they will in all cases liaise with the Contractor to ensure that any fees due to the Contractor are also paid. The Council will only accept direct

payments if the payment is sufficient to pay the debt in full including all fees due to the Contractor.

2.10.2 Before a payment is accepted by the Council the fees due to the Contractor will be debited to the debtors account. The Council will inform the Contractor when the payment has been cleared.

2.10.3 The Contractor will issue invoices at regular intervals for any fees collected by the Council. Each invoice will include all references used to identify warrants, and a detailed breakdown of the action that has been taken to incur the fees owed.

2.11 Providing and Administering Payment Facilities

2.11.1 The Contractor must provide a variety of payment methods including payment by cash, cheque, postal order, credit and debit card, standing orders, bankers draft and Internet payment facilities.

2.11.2 No charge must be made for receiving or processing payments.

2.11.3 An official receipt shall be issued to a debtor paying in person to the Enforcement Agent or where a receipt is specifically requested and where a stamped addressed envelope is received. No charge must be made to the debtor for issuing a receipt.

2.12 REPORTING

2.12.1 The Contractor shall acknowledge receipt of instruction, including the debtor's name, Council's reference number, Contractor reference and amount to be collected.

2.12.2 Each remittance sent to the Council will be accompanied with a detailed schedule showing:-

- i) The Contractor's account number,
- ii) The Council's account number,
- iii) The amount of payment received,
- iv) The number of cases returned with the remittance schedule.

2.12.3 Returning paid and withdrawn cases

2.12.4 The Contractor shall, within ten working days of paid cases being cleared or being identified as withdrawn complete the case on the Contractor's system and notify the Council of completed cases either by way of a return warrant or case report, or return warrant or case list, and an audit file.

2.12.5 The Council acknowledges that the withdrawal or suspension of action can result in the Contractor incurring expenses which cannot be recovered. The Council therefore undertakes to put in place procedures to reduce this risk to the Contractor.

2.12.7 For Sundry Debt where the Contractor intends to charge commission on monies collected, the Council shall not pay commission in respect of fees that may have been collected.

2.12.8 For Sundry Debt where the Contractor intends to charge commission on monies collected, the Council shall not pay commission in respect of any money paid direct to the Council prior to the Contractor making contact with the debtor in person or by letter.

2.12.9 The charges arising from this contract shall be fixed and not varied for the duration of the Contract.

2.13 PERFORMANCE MANAGEMENT

2.13.1 Performance Management Information

2.13.2 The Contractor will provide performance reports giving the following information each month:-

- i) The number of cases received in the period,
- ii) The number and age of cases currently live on the Contractor's records,
- iii) The number of cases on hold awaiting Council intervention,
- iv) The number of cases where a payment agreement is in force,
- v) Cases successfully executed in the period, analysed by total and value,
- vi) Cases returned unexecuted in the period, analysed by category (reason) type and value,
- vii) A breakdown of cases paid at Compliance Stage, Enforcement Stage and Removal Stage.
- viii) Cases at Trace stage
- ix) Cases that have been with the Contractor for a period of more than 6 months

2.13.3 In any event the Contractor will provide such other information, and in such a format, as may occasionally be required by the Council.

2.13.4 All cases will be returned to the Council within 6 months of receipt, unless there is a payment arrangement in force or the Contractor is carrying out further investigations.

2.14 Performance Level

2.14.1 The Contractor will aim to achieve 100% compliance with targets relating to:-

- i) Submission of reports,
- ii) Turnaround of cases,
- iii) Arrangement periods for payment instalments,
- iv) Response to correspondence,
- v) Remittance of amounts collected.

2.15 Performance Review Meeting

2.15.1 The Contractor shall appoint a dedicated Account Manager to attend regular contract review meetings with the Council. The purpose of these meetings will be to discuss the performance targets set jointly between the Contractor and the Council, contractual issues and any other queries raised by either party. The Account Manager will be responsible for ensuring that the services are delivered according to the specification and will act as liaison officer with the Council.

3.0 LEGISLATION

3.1 The Contractor must comply with its statutory obligations under all relevant legislation, including, but not limited to;

- i) The Race Relations Act 1976;
- ii) The Sex Discrimination Act 1975;
- iii) The Equalities Act 2010;
- iv) The Human Rights Act 2000;
- v) The Data Protection Act 1998.

3.1.1 The Contractor will acknowledge that the Council is subject to the requirements of the Freedom of Information Act. Where a request for information under this act is made, the Contractor shall assist and cooperate with the Council (at the Contractors expense) to enable the Council to comply with the request.

3.1.1 Neither Party shall make any press announcements or publicise the Contract or any part, except with written authorisation of the other party.

4.0 OBSERVANCE STATUTORY & OTHER

4.1 The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition.

5.0 CONFIDENTIALITY & DATA PROTECTION

5.1 The Contractor shall

i) Keep confidential any information it becomes aware of by reason of the operation of this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.

ii) Implement appropriate organisational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Act 1998 and shall provide the Council with evidence of such measures upon request.

iii) Use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents.

iv) Ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.

v) Not advertise or comment on the fact that it is providing services to the Council otherwise than with the prior written consent of the Council.

vi) The Contractor shall comply at all times with the Data Protection Act principles.

vii) The Contractor shall comply with any IT Security Policy of the Council.

5.1.1 The Council reserves the right to vet and reject articles or other copy produced for the Contractor for publishing, which refers in any way to the Council or the Partnership

5.1.2 The provisions of this clause shall survive the expiration or termination of this contract

6.0 TRACING

6.1 The Contractor is expected to conduct trace enquiries where information is obtained that the debtor has absconded.

6.1.1 The enquiries to be carried out include but are not limited to:-

i) Enquiries with Neighbours,

ii) Enquiries with Estate Agents, Landlords, Solicitors,

iii) Company Searches and enquiries with Directors,

iv) Searches of various data bases and the internet for example Experian and social media.

6.1.2 The Contractor is required to make these enquiries with tact, discretion and due concern for the interests of both the Council and the subject(s) of the enquiries

6.1.3 All persons who are met by the Contractor must be treated with tact, consideration and courtesy.

6.1.4 Where the debtor has moved and the Contractor obtains details of a forwarding address and the date of vacation this information should be provided to the Council.

7.0 SECURITY, RECORDS & MANAGEMENT INFORMATION

7.1 The Contractor shall ensure that its personnel and all its visitors maintain the security of the Council's premises and land as it is permitted to access for the purpose of providing the Service.

7.1.1 Prior to the Commencement Date and at any time during the Contract Period, the Council's Representative shall be entitled to inspect the Contractor's proposed storage facilities and systems for keeping of the Council's documents and information. In the event that the Council's Representative is not satisfied that adequate provision has been made, the Contractor shall take all reasonable steps, at its own expense, to provide satisfactory facilities and systems.

7.1.2 The Council shall retain title to all files, records and documents in electronic or other form supplied to the Contractor. The Contractor will carefully safeguard these and either pass them to the Council, or if so directed by the Council, ensure their confidential destruction at the end of the Contract or earlier if the Council reasonably considers that their lodging with the Contractor is no longer necessary for the fulfilment of the Contract. The Contractor shall comply with the Council's Document Disposal Policy. The return or destruction of such records shall be at the expense of the Contractor.

7.1.3 The Contractor shall maintain adequate records, in accordance with best professional practice, of all work carried out for the Council. These records will be kept in a secure and confidential manner.

7.1.4 The Contractor shall provide the Council's Representative, the Council's internal and/or external auditors and the Local Government Ombudsman with full access on demand during normal business hours to all correspondence, documentation and files created in performance of the Service whether stored on paper, microfiche, computer software, or other medium, which shall be delivered to the Council on the expiry or earlier termination of the Contract

8.0 HEALTH & SAFETY

8.1 The Contractor shall ensure that the premises that it utilises for the purpose of the Contract meet the requirements of the Health and Safety at Work, etc. Act 1974 and the Workplace (Health, Safety and Welfare) Regulations 1992 and provide evidence of doing so to the Council at any time upon request.

8.1.1 The Contractor shall indemnify the Council for any loss, costs or damage caused to the Council by any breaches of Health and Safety laws, policies or codes of practice by the Contractor.

9.0 AGENCY

i) Neither the Contractor nor its personnel shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly or implicitly permitted by the Contract.

ii) Neither the Contractor nor its personnel shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by the Contract.

iii) Neither the Contractor nor its personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

10.0 GRATUITIES

10.1 The Contractor shall not whether itself, or by any Partner or Director engaged in the provision of the Service, or by any other person employed by it to provide the Service, solicit or accept any gratuity, tip or any other form of money-taking or reward, collection or charge for any part of the Service other than charges properly approved by the Council in accordance with the provisions of the Contract.

11.0 CORRUPTION

11.1 If the Contractor offers, or gives, or agrees to give any person any gift, or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or foreborne to do any action in relation to the obtaining of the contract, or any other contract with the Council, or for showing or forbearing to show favour, or disfavour, to any person, in relation to the contract, or any other contract with the Council, or of the like acts shall have been done by any person employed by the Contractor, or acting on the Contractors behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other Contract with the Council, the Contractor or any other person employed by the Contractor, or acting on the Contractors behalf, shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to

any member or officer of the Council, the receipt of which is an offence under Subsection (2) of Section 117 of the Local Government Act 1972 the Bribery Act 2010.

12.0 INDEMNITY & INSURANCE

12.1 The Contractor shall indemnify and keep indemnified each Council in the sum of at least £5,000,000 in respect of any one occurrence or series of occurrences arising out of one event against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act default or negligence of the Council its employees or agents not being the Contractor or employed by the Contractor and the Contractor shall give to the Council's Representative immediate written notice of any claims or warnings of intended claims.

12.1.2 Without thereby limiting its responsibilities under this condition, the Contractor shall insure with an insurance company approved by the Council against its liabilities under

12.1.3 The Contractor shall indemnify and keep indemnified the Council against any payments made by the Council to a complainant following settlement of intended or actual legal proceedings, a finding by the Courts, the Local Government Ombudsman or District Auditor where such a finding, settlement or payment results from the act or omission of the Contractor, its servants, agents, employees or subcontractors and also where a complaint is found to be justified under the Council's internal complaints procedure.

12.1.4 The Contractor shall supply to the Council forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Contractor's insurance policies comply with Condition 13.1 and the Contractor shall supply to the Council on request copies of all insurance policies, cover notes, premises receipts and other documents necessary to establish compliance with this Condition.

12.1.5 The insurance in respect of any personal injury to or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 and any statutory orders made there under.

12.1.6 For all claims other than those made under Condition 13.5 against which this condition 13 requires the Contractor to insure the insurance cover shall be the sum specified in 13.1.

12.1.7 If the Contractor fails to take out and maintain the insurance required under Condition 13.1 then the Council may either terminate the Contract or itself insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Council in respect of

premiums therefore may be deducted by the Council from any monies due or to become due to the Contractor under the Contract or such amount may be recoverable by the Council from the Contractor as a debt.

12.1.8 The Council shall indemnify and keep indemnified the Contractor against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in any way arising out of the provision of the Service in relation to the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Contractor to the extent that it may arise out of the act, default, or negligence of the Council, its employees or agents other than the Contractor its employees and agents.

12.1.9 The Contractor shall ascertain and conform in all aspects with the provision of any general or local Act of Parliament and Regulation and Bylaws of any local or other statutory authority which may be applicable to the Services including the Data Protection Act 1998 and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Council indemnified against all penalties and liability of every kind for breach of any such Act Regulation or Bylaw provided always that : The Contractor shall not be required to indemnify the Council against the consequences of any such breach which is the unavoidable result of complying with the Councils Specification or the instructions of the Council.

13.0 SCHEDULE OF CHARGES

13.1 The Contractor will recover fees, costs and disbursements which are specified in the “**Taking Control of Goods (Fees) Regulations 2014**”.

13.1.2 Where the Contractor may recover exceptional expenses after application has been made to the Court for additional costs to be recovered due to the value of the sum outstanding and the nature and value of the goods which it sought to take into control, any such application can only be made with the consent of the Council.

13.1.3 No charges will be made to the Council for any aspect of the service except in the following circumstances:-

- i) Where the debtor has paid the Council including fees. The Contractor will invoice the Council for the amount of the fees which have been paid as advised by the Council.
- ii) Where the Council instructs the Contractor to remove goods after advice that their value may not be sufficient to cover the costs of removal, storage and sale. Following the sale if the proceeds are insufficient to cover the removal costs the Contractor will invoice the Council for any shortfall.
- iii) Any other circumstances which the Council deem appropriate

14.0 TAKING CONTROL OF GOODS: REVENUE AND BENEFITS / COMMERCIAL RENT ARREARS RECOVERY AND PARKING PENALTY CHARGE NOTICES

14.1 For **Revenue and Benefits** only, the Contractor will be required to execute Liability Orders obtained by the Council against charge payers who have failed to pay Council Tax, Non Domestic Rates and BIDs. The Contractor shall execute the Liability Orders in accordance with the terms of this Agreement.

14.1.2 Compliance Stage:

- i) Following the input of the case onto the Contractor's computer system a **"Notice of Enforcement"** must be sent to the debtor by post or electronically no later than the next working day.
- ii) The Contractor should seek immediate and full payment of the debt. Where this is not possible a suitable payment arrangement should be made with the debtor.
- iii) The Contractor must seek to obtain details of the debtor's employer, financial circumstances and any other relevant information when negotiating a payment plan. If it is established that the taxpayer is currently in receipt of Income Support or Jobseekers Allowance, they must attempt to obtain as much information as possible including the debtor's National Insurance number and date of birth. All details should be recorded on any case report being returned to the Council.
- iv) Where the debtor claims their income to be equal to or below Jobseekers Allowance, Income Support, Employment Support Allowance (income based) or pension credit (guarantee credit) levels, the Contractor must insist on seeing evidence of this. In such cases the Contractor must agree a payment arrangement where the payments are at least equal to deductions which would be made by the Department for Works & Pensions.

14.1.3 The Contractor will be expected at all times to use their professional judgement to identify and refer to the Council any vulnerable cases or other cases that he/she thinks it would be inappropriate to proceed i.e.

- i) With medical conditions such as mental ill health, terminal illnesses
- ii) With a learning disability
- iii) With a physical disability or who may be housebound
- iv) Who are illiterate or unable to speak English
- v) Who have severe debt problems
- vi) That are subject to mortgage possession proceedings

- vii) Suffering any form of harassment
- viii) Are themselves or their partners in the final weeks of pregnancy;
- ix) Where the welfare of children would be put at risk
- x) Who have a temporary change in their life such as a relationship breakdown or bereavement which may mean they need support on a short-term basis
- Xi) With an alcohol/drug or gambling addiction
- Xii)Fleeing domestic violence or other violence and have the support of either the Police, or a statutory or voluntary agency
- xiii) The Contractor must also have respect for religious events and/or festivals.

14.1.4 The Contractor will report any threats or other matters of concern to the Council's Representative, within one working day of the incident.

14.1.5 Where the debtor falls into a vulnerable category the Contractor will refer the case to the Council before proceeding.

14.1.6 On the first occasion when payments are not maintained under an agreed payment arrangement the Contractor must send notice in writing to the debtor asking for payments to be brought up to date within seven days.

14.1.7 If the debtor does not respond by paying the required amount, the Contractor must take further attempts to contact the debtor before an enforcement visit, these attempts must include:-

- i) Searches of data bases to obtain telephone numbers for the debtor,
- ii) Contact made using the telephone numbers supplied by the Council.
- iii) Where a telephone number is known up to three telephone calls are to be made one of which must be outside of normal working hours,
- iv) If a mobile telephone number is known a reminder must be sent by text,
- v) If an e-mail address is known a reminder must be sent by e-mail.

14.1.8 In cases where the debtor fails to make contact following the issue of a "**Notice of Enforcement**" the Contractor must after seven clear days have elapsed:-

- i) Send a further letter requesting payment giving 7 further clear days to respond,

- ii) Take further steps to contact the debtor as detailed above,
- iii) If the debtor fails to bring the payments up to date following the actions taken above and or fails to contact the Contractor following the actions taken by the Contractor, then the Contractor may proceed to the Enforcement Stage and make an enforcement visit for the purpose of “taking control of goods”.

14.1.9 Enforcement Stage

- i) Whilst it is expected that the majority of Liability Orders will be for debtors who live in the Council’s area, the Contractor must provide national coverage so that Liability Orders can be executed anywhere in England & Wales. The same is true for CRAR authorisations.
- ii) The Enforcement Agent must not enter or re-enter premises where the only person present is a child or vulnerable person.
- iii) The Enforcement Agent where considered appropriate may secure any arrangement by entering into a 'Controlled Goods Agreement'. No goods must be removed where payments are being made in accordance with the agreement between the Enforcement Agent and the debtor.
- iv) The Enforcement Agent must not take control of goods which are exempt goods as defined in paragraph 4 of the Taking Control of Goods Regulations 2013.
- v) The Enforcement Agent must not (unless the Court directs otherwise) Take Control of Goods before 6 am or after 9 pm except where the premises are commercial premises when he/she may Take Control of Goods at any time during the hours of usual trade or business.
- vi) Where following the “Taking Control of Goods” and a “Controlled Goods Agreement” payments are not maintained under a payment arrangement The Contractor must contact the debtor either by letter, e-mail, telephone, text or a combination of these asking for payments to be brought up to date within seven days. If the debtor does not respond by paying the required amount the Contractor may proceed to the Removal Stage.
- vii) Where an enforcement visit is made in relation to two or more liability orders or warrants at the same time the amounts outstanding must be combined for the purpose of calculating the enforcement fee to be charged to the debtor.
- viii) When the debtor is found to be a person deemed to be in a vulnerable category the Enforcement Agent must contact the Council for further instructions.

ix) Where no contact has been made following visit(s) in office hours, at least one visit should be made outside of normal office hours (i.e. Monday to Friday 9am -5pm) before referring the case back to the Council.

14.1.10 Removal and Sale Stage

14.1.11 The Enforcement Agent should where possible enter into a “Controlled Goods Agreement” and only proceed to the removal stage if the debtor fails to pay either in full or in accordance with an agreed payment arrangement

i) The Council recognises that there will be circumstances where goods need to be removed immediately, such circumstances will include where the debtor refuses to enter into a “Controlled Goods Agreement”, or where if the goods are left at the premises they are likely to be moved by the debtor to prevent them being removed. In such cases the Contractor may remove goods for sale but before doing so must contact the Council for authority to proceed.

ii) Where goods are subject to a “Controlled Goods Agreement” and the Enforcement Agent is refused access to remove those goods or where no contact is made with the debtor; the enforcement Agent may issue a “Notice of Re-Entry” giving the debtor two clear days to make payment in full to prevent a further visit for the purpose of removing goods.

iii) In the event that the debtor fails to pay and the Enforcement Agent considers that re-entry should be gained by the use of reasonable force, the Enforcement Agent must contact the Council and the Police before proceeding.

iv) In Business Rates and Commercial Rent cases where the removal of goods would force the closure of the business, the Enforcement Agent must contact the Council before proceeding.

vi) The Enforcement Agent must be mindful of the debtor's circumstances and remove goods in a caring manner and ensure their safekeeping and current value.

vii) The Enforcement Agent must advise the debtor where the goods will be stored and how payment can be made to prevent their sale

viii) The Contractor must give notice of the date, time and place where the goods will be sold.

ix) The Enforcement Agent must provide an inventory and appropriate notice to the debtor for all goods removed.

x) Where the removal and sale stage is implemented for one or more Liability Orders or warrants which are being dealt with at the same time (grouped

cases for the same debtor) only one removal and sale fee is to be charged to the debtor

The Enforcement Agent must not impose the removal and sale fee for the same visit to the debtor where the enforcement fee is imposed.

15.0 TRACING

15.1 The Contractor is expected to conduct trace enquiries where information is obtained that the debtor has absconded.

15.1.1 The enquiries to be carried out include but are not limited to:-

- i) Enquiries with Neighbours,
- ii) Enquiries with Estate Agents, Landlords, Solicitors,
- iii) Company Searches and enquiries with Directors,
- iv) Searches of various data bases and the internet for example Experian and social media.

15.1.2 The Contractor is required to make these enquiries with tact, discretion and due concern for the interests of both the Council and the subject(s) of the enquiries

15.1.3 All persons who are met by the Contractor must be treated with tact, consideration and courtesy.

15.1.4 Where the debtor has moved and the Contractor obtains details of a forwarding address and the date of vacation this information should be provided to the Council.

16.0 WORKING PROCEDURES

16.1 The Contractor shall comply with the following legislation:-

- i) The Tribunals Courts and Enforcement Act 2007, Schedule 12 – Taking Control of Goods, The Taking Control of Goods Regulations 2013, The Taking Control of Goods (Fees) Regulations 2014, Certification of Enforcement Agents Regulations 2014 and any other relevant legislation.
- ii) Where appropriate to do so follow the guidance in the National Standards for Enforcement Agents issued by the Lord Chancellors Department in January 2012 (or any subsequent revision) and the code of practice issued by the Civil Enforcement Association (CIVEA).

16.1.2 In addition the Contractor must comply with the Council's code of practise

16.1.3 At all stages of the enforcement process where there is a dispute over the amount due to the Council the Contractor should seek clarification from the Council before they take further action.

17.0 Commercial Rent Arrears Recovery

17.1 The Contractor being or employing a Certificated Enforcement Agent shall undertake CRAR on behalf of the Council.

17.1.2 The Contractor shall be authorised via a notice signed by the Council, the landlord, under s 73(8) of the Taking Control of Goods Regulations 2013.

17.1.3 The document authorising the Contractor to operate CRAR on the Council's behalf will only authorise an enforcement agent and will include the date of authorisation, the landlord's name and contact details, the name and contact details of the person authorised on behalf of the landlord, sufficient detail to enable the authorised person to identify the commercial premises involved, the amount of rent owed, and the period in relation to which the rent is owed.

17.1.4 The Contractor will inform the Council of the need for a court order under Part 2, section 6 (3) of The Taking Control of Goods Regulations where it thinks that a specified shorter period of notice is necessary prior to the removal of goods. This is only appropriate where the Contractor believes that the debtor's goods might be removed to other premises or otherwise disposed of to evade a controlled goods agreement. A good example is where the debtor has informed the Contractor of their intention to hide the goods.

17.1.5 A notice served on any sub-tenant shall take effect 14 days after service. The method of notice must be made in the manner set out in regulation 8(1).

18.0 Adult Social Care Debt

18.1 The Contractor shall approach Adult Social Care Debt as a third party debt collector. This will include making where appropriate telephone calls, text messages, and letters but not visits.

18.1.2 In Adult Social Care Debt cases it is only appropriate to use a light touch and the Contractor must remain mindful of the vulnerability of some debtors. Both telephone calls and letters for Adult Social Care Debt must account for the vulnerability of debtors.

18.1.3 In Adult Social Care Debt cases it is a requirement that the Contractor remains alert to any possible vulnerability of the debtor and that any concerns are reported back to the Council immediately.

18.1.4 The Contractor will use the following test to see if a debtor is vulnerable:

1) *Does the debtor fall into one of the groups the Contractor considers may be vulnerable?*

2) *If so, is the vulnerability such that the debtor may be incapable of understanding or defending themselves properly from proceedings?*

3) *Even if the debtor can understand the proceedings, do their particular circumstances mean that recovery action at this point would be inappropriate - even if they are not vulnerable?*

If uncertain the Contractor should withdraw and check with the Council whether to continue.

18.1.5 The Contractor will ensure that it takes all necessary steps to act compassionately in cases where the debtor has passed away. The Contractor will act with appropriate discretion on a case-by-case basis when dealing with the families of Adult Social Care debtors.

18.1.6 Enforcement agents should be made aware that vulnerability may not be immediately obvious.

18.1.7 Some debtors will not be managing their own affairs and accordingly the Contractor will necessarily have to liaise with the financial representatives of the debtor. The Contractor will take all reasonable steps to ascertain who the relevant financial representative is of incapacitated debtors and to contact them as appropriate.

19.0 Quantity of work

19.1 Please note that the Council cannot guarantee volumes of work for any of the above categories and also reserves the right to remove any of the above categories from this contract if changes to legislation or within the Council dictate.

20.0 Wholly Owned Local Authority Company or other entity

20.1 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Bristow & Sutor

Tender Response for the provision
of Enforcement Agents Services



The Enforcement Agency that makes a
Difference....

Tender Response

Signed Instructions to Tender

Section C Q1.3 Insurance Certificate

Section C Q2.1 Audited Accounts

Section E Q1.1 Health & Safety Policy

Section E Q1.3 CHAS Certificate

Section E Q2.1 Equal Opportunities

Section E Q2.8 Grievance Process

Section F Q2.1 Experience & Sample Reports

Section G Q1.1 Copies of Certificates

Section H Q2.1.1 CAB Case Study

Section H Q2.4 Debt Advice Brochure

Section H Q2.7.1 Tracing Payments

Section H Q2.9 Complaints Flow Chart

Section H Q2.11 Audit Trail

Section H Q2.14 Process Flow Charts



Tender Response Document

**HMC 001 – ENFORCEMENT AGENT
SERVICES
SHROPSHIRE COUNCIL**

Name of TENDERING
ORGANISATION
(please insert)

BRISTOW & SUTOR

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for The provision of Enforcement Agent Services

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Enforcement Agent Services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name..... ██████████

Date25th July 2014.....

Designation Managing Director.....

Company..... Bristow & Sutor.....

AddressBartleet Road, Washford, Redditch,
Worcestershire.....

.....

..... Post Code ...B98 0FL.....

Tel No ...01427 504002.. Fax No ...08719871418.....

E-mail address ... ██████████

Web addresswww.bristowsutor.co.uk.....

Section A:
2. Non – Canvassing Certificate

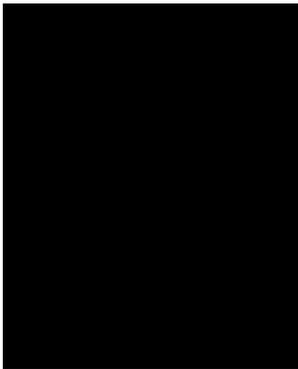
Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) ...  Status.....Managing Director

Signed (2) ...  Status.....Chairman

(For and on behalf ofBristow & Sutor.....)

Date25th July 2014.....

3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

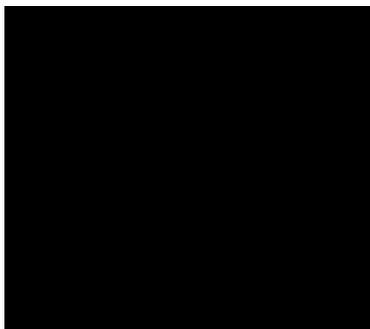
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)



.....

Status.....Managing Director

.....

Signed (2)

.....

Status.....Chairman

(For and on behalf ofBristow & Sutor.....)

Date25th July 2014.....

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

~~Yes~~ / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)		Status.....Managing Director.....
Signed (2)		Status.....Chairman.....
(For and on behalf ofBristow & Sutor.....)		
Date25 th July 2014.....		

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Bristow & Sutor Address: Bartleet Road, Washford Redditch Worcestershire Postcode: B98 0FL Tel: 01527 504000 Email: enquiries@bristowsutor.co.uk	
1.2	Registered name (if different from above): As above Registered Office Address: As above Postcode: As above Company registration number: ██████████	
1.3	Details of the individual completing this application and to which we may correspond: Name: ██████████ Job title: Marketing Correspondence Address: Bartleet Road, Washford, Redditch, Worcestershire Postcode: B98 0FL Tel: 01527 504021 Email: ██ Name of Dedicated Account Manager if you were successful: Andrew Rose	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	OTHER Private Unlimited Company
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>

(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: 1977	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES /NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing Enforcement Agent Services years	
2.5	Total number of employees: 	
2.6	<p>Total number of employees engaged solely in the provision of Enforcement Agent Services</p> <p> </p>	

Section C: Financial & Insurance Information

1. Insurance Details			
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>		
1.1 (a)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance</td> <td style="width: 30%; text-align: center;">YES/NO</td> </tr> </table>	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/ NO
Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/ NO		
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company ...Hiscox Insurance Company Ltd.....</p> <p>Date policy taken out ...31st May 2014.....</p> <p>Expiry date of the policy ...30th May 2015.....</p> <p>Policy number/reference ... XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>...£500.00 excess.....</p> <p>.....</p>		
1.2 (a)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance</td> <td style="width: 30%; text-align: center;">YES/NO</td> </tr> </table>	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/ NO
Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/ NO		
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Hiscox Insurance Company Ltd</p> <p>Date policy taken out 31st May 2014.....</p> <p>Expiry date of the policy 30th May 2015.....</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>...£500.00 excess</p>		
1.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals</td> <td style="width: 30%; text-align: center;">Enclosed YES/NO See Appendix 3</td> </tr> </table>	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/ NO See Appendix 3
Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/ NO See Appendix 3		

<p>2.</p>	<p>Financial Details</p>																				
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
<p>2.1</p>	<p>Please provide a brief summary of your annual turnover and profit in the last 2 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 2 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="247 779 1342 1211"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2012/13</td> <td>██████████</td> <td>██████████</td> <td>YES/NO</td> </tr> <tr> <td>2013/14</td> <td>██████████</td> <td>██████████</td> <td>YES/NO</td> </tr> <tr> <td colspan="3"></td> <td>See Appendix 4</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2012/13	██████████	██████████	YES/ NO	2013/14	██████████	██████████	YES/ NO				See Appendix 4
<u>Company</u>			Accounts Enclosed																		
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2012/13	██████████	██████████	YES/ NO																		
2013/14	██████████	██████████	YES/ NO																		
			See Appendix 4																		
<p>2.2</p>	<p>Please show below your company’s turnover in the provision of supported living services to adult with learning disabilities, in the last two financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="347 1536 1241 1883"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to Enforcement Agent Services only</th> </tr> </thead> <tbody> <tr> <td>2012/13</td> <td>██████████</td> </tr> <tr> <td>2013/14</td> <td>██████████</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to Enforcement Agent Services only	2012/13	██████████	2013/14	██████████														
<u>Year</u>	Turnover in relation to Enforcement Agent Services only																				
2012/13	██████████																				
2013/14	██████████																				

Section D: Outstanding Claims and Contract Terminations

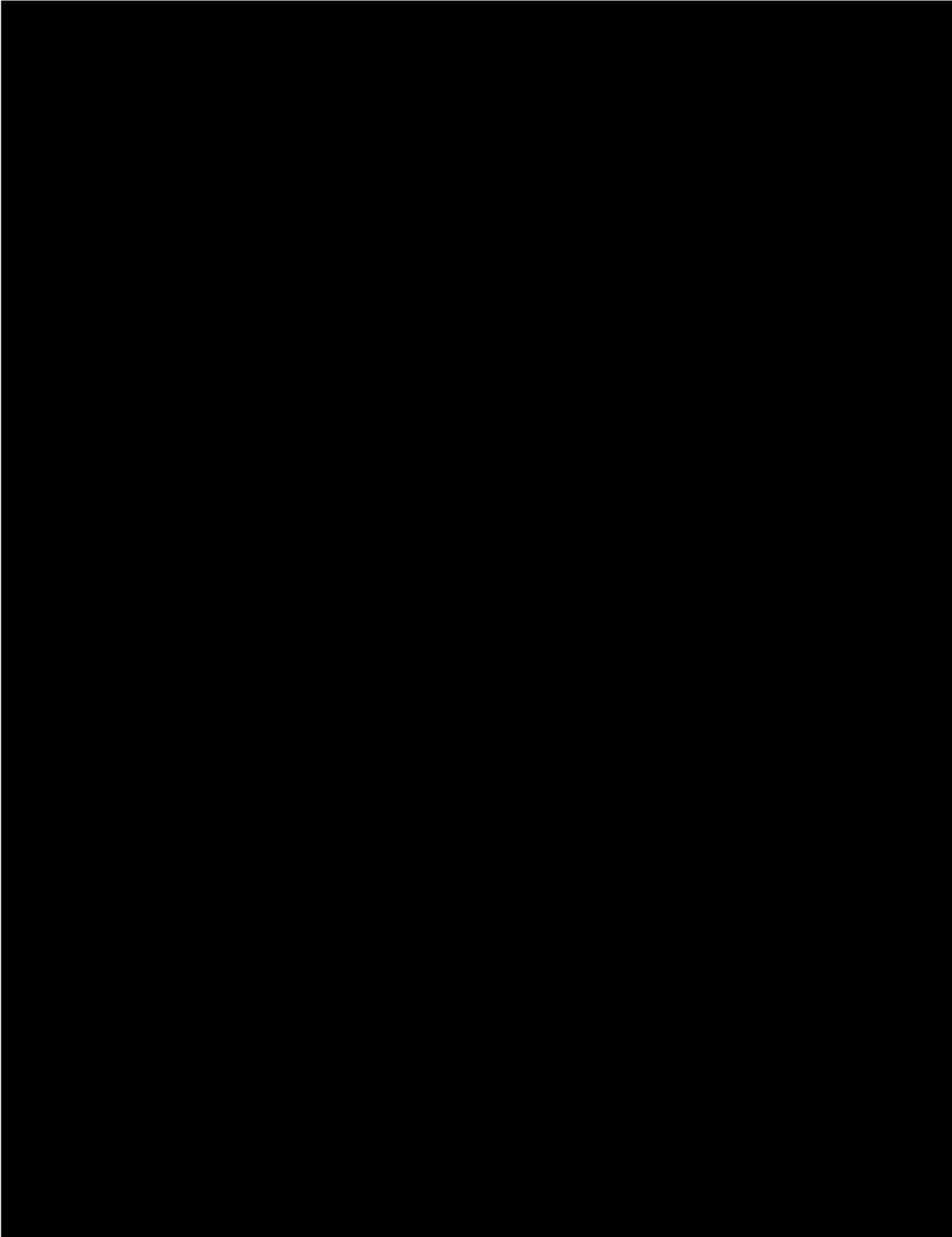
1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? YES/NO
1.2	If YES to 1.1 please provide further details.

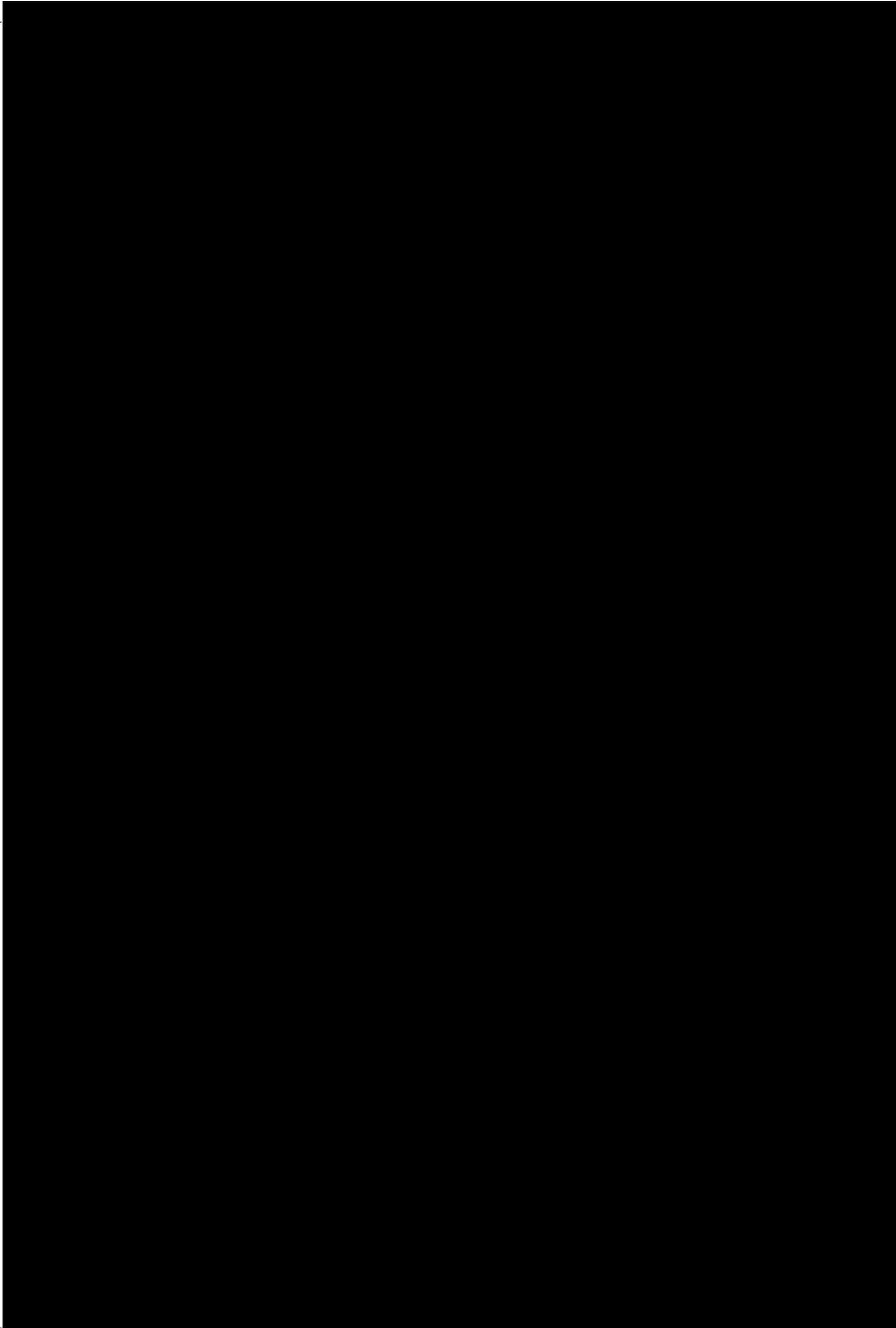
2. Contract Terminations/Deductions	
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>Not applicable. Bristow & Sutor has had no contracts terminated early</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>Not applicable. Bristow & Sutor has had no fines, penalties or deductions as a result of non-performance under any contract.</p> <p>.</p>

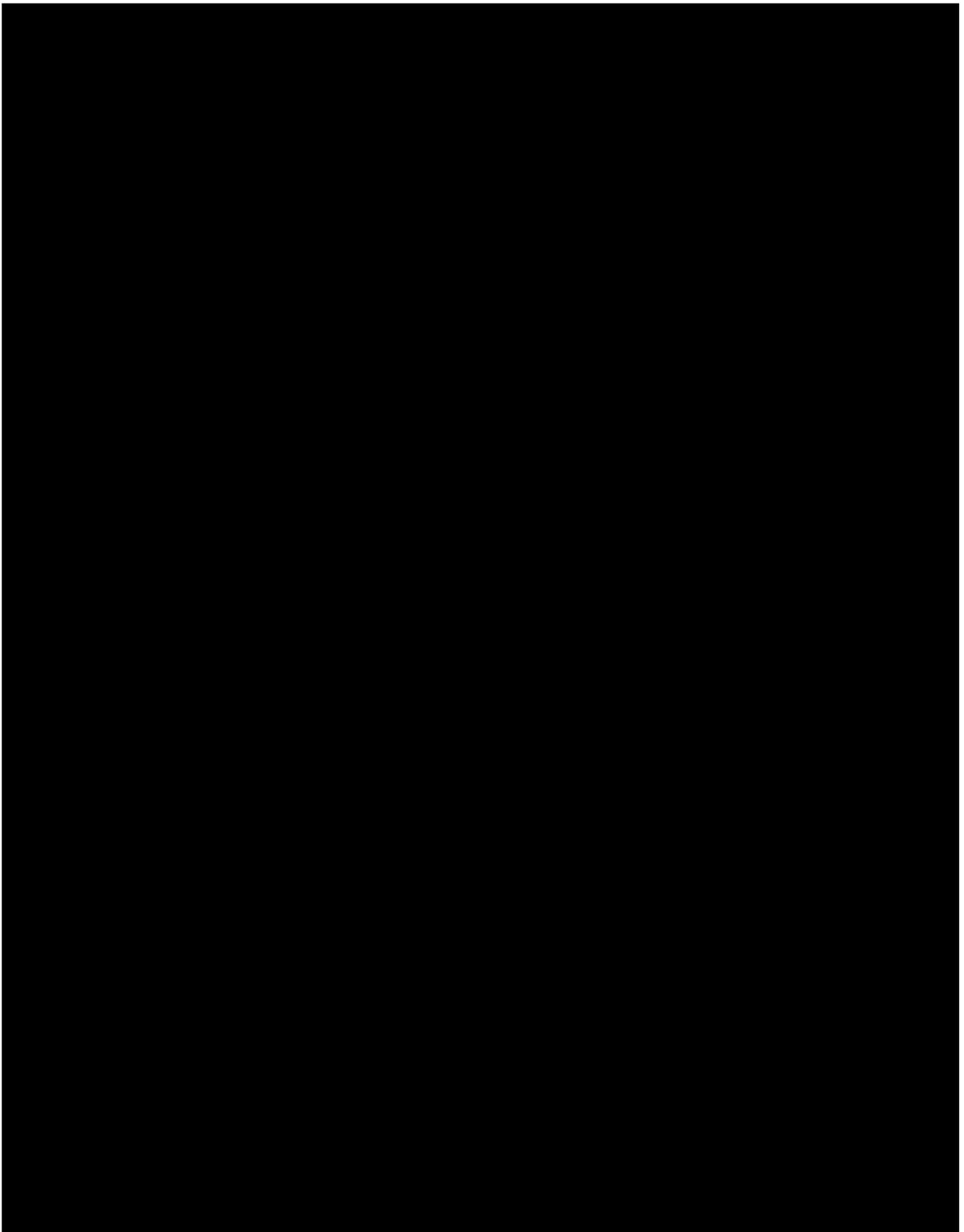
Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<p>YES/NO</p> <p>See Appendix 5</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	<p>YES/NO</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS (London Borough of Merton)</p> <p>Reference No: None provided – XXXXXXXXXX</p> <p>Date accreditation expires or is to be renewed: 10 April 2015</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/> See Appendix 6</p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	<p>YES/NO</p>

1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p>Not applicable</p>	
1.6	Do you routinely carry out Risk Assessments?	YES/ NO
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>Risk [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>	







1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/ NO YES/ NO YES/ NO						
1.11	Does your company have a recognised health & safety management system? Please give details below: [REDACTED]	YES/ NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="width: 70%;">No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">█</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">█</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	█	No. of accidents reported under RIDDOR this year	█	
Total								
No. of accidents reported under RIDDOR last year	█							
No. of accidents reported under RIDDOR this year	█							
1.13	Does your company consult with employees on health and safety? If YES, please give details below. [REDACTED]	YES/ NO						

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>	
--	---	--

2.2

As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.

- Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;
- Advance equality of opportunity between those who share protected characteristics and those who do not;
- Foster good relations between those who share protected characteristics and those who do not.

How do you promote equality in your service delivery and towards your employee management as part of your operations?

[Redacted text block containing multiple paragraphs and bulleted points, all obscured by black bars.]

	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted]
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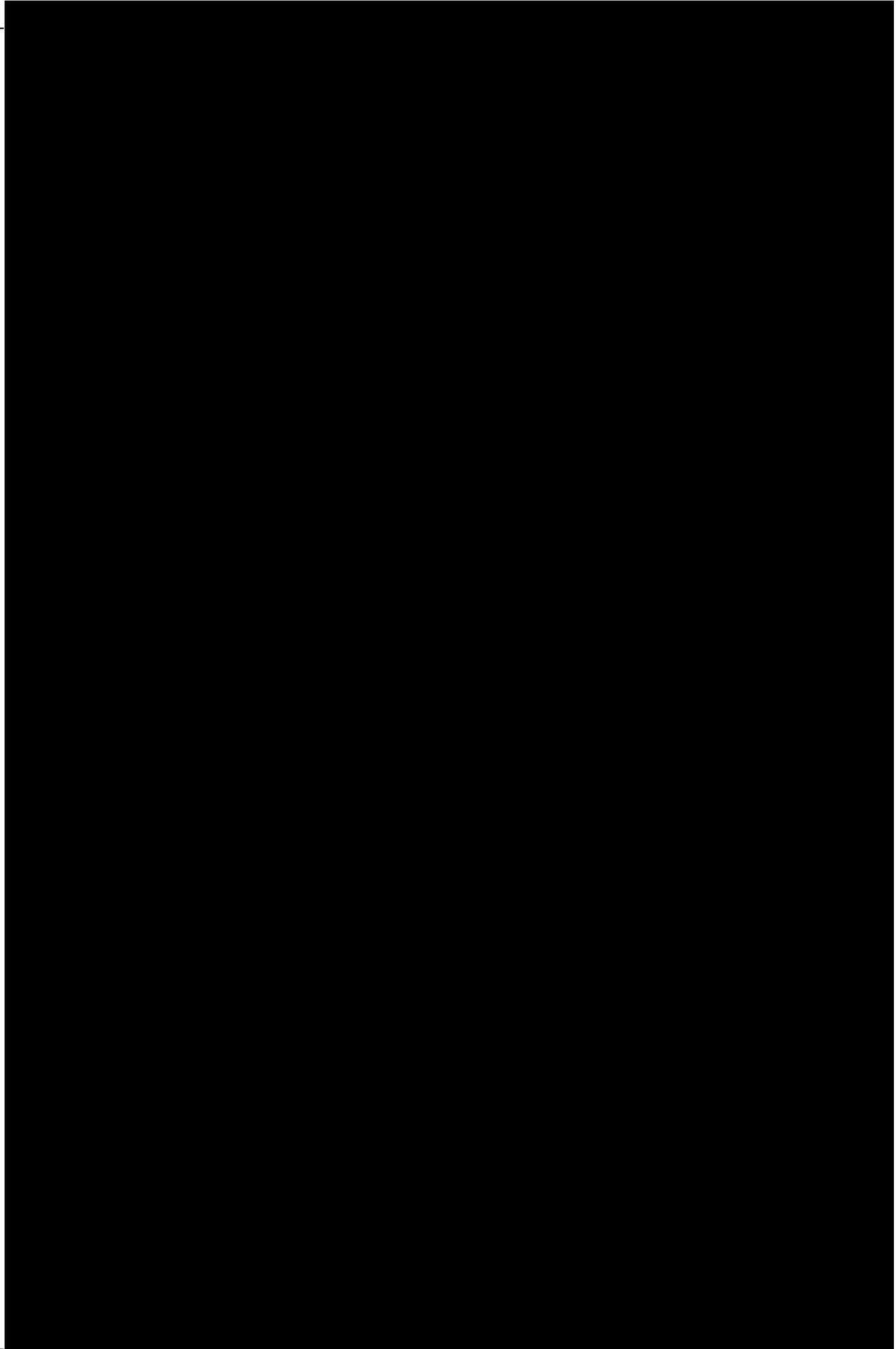
	<p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>[REDACTED]</p>
	<ul style="list-style-type: none">■ [REDACTED][REDACTED]
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	<ul style="list-style-type: none">■ [REDACTED]
	<p>[REDACTED]</p>

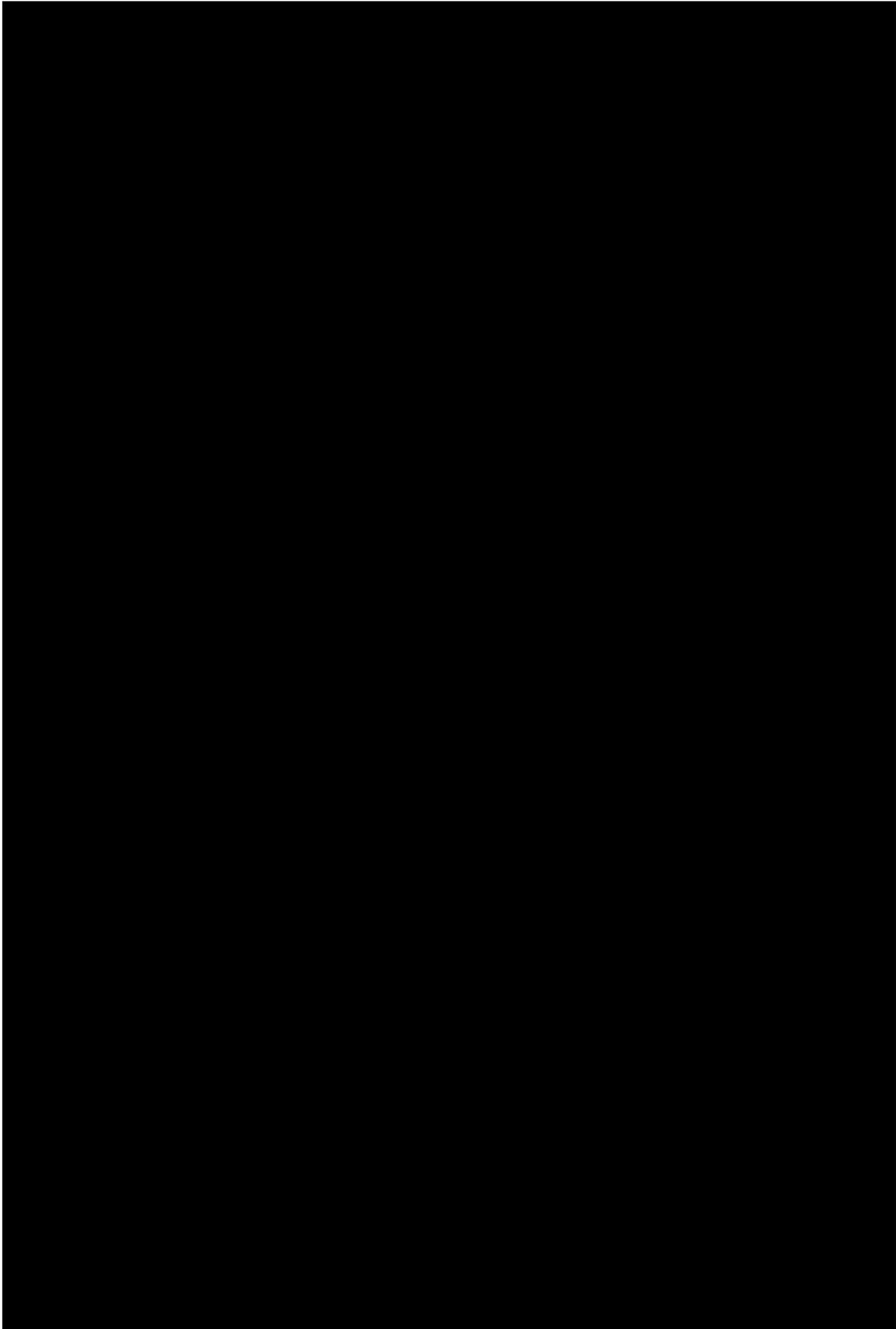
				[REDACTED]	
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1/10/2012-30/9/2016
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	01/11/2011 - 31/10/2015

5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	01/12/2013-30/11/2018
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	01/10/2009 - 01/12/2014

7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	01/02/2008 - open
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	05/12/2011 - 30/4/2015
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	11/2004 - open

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required service.</p> <p>Please include details of the management information your organisation can supply relative to the services in scope of this Invitation, including frequency, format and ability to customise to suit the Council's requirements and provide a sample of standard management information you can offer. The Council will have particular interest in a means of measuring and reporting on achievement of Service Level Agreement standards.</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p>





Section G:

1. Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	████████████████████ ██████████	████████████████████ ████████████████	15/0/11	14/4/15
	██████████████████ ██████████████████ ██████████████	████████████████████ ██████████████████	1/08/10	31/7/14
	██████████████████ ██████	████████████████████ ██████████████	30/6/08	31/6/15
	██████████████████ ██████	████████████████████ ██████████████	1/11/06	31/10/14
	██████████████████ ██████████	████████████████████ ██████████████	29/5/09	30/6/15
	██████████████████ ██████████████ ██████████	████████████████████ ██████████████	1/2/02	31/1/15
	██████████████████ ██████████	████████████████████ ██████████████	20/3/01	15/6/16
	██████████████ ██████████████████	████████████████████ ██████████████	28/8/07	24//4/15
	██████████████████ ██████████	████████████████████ ██████████████	15/4/2008	10/4/15
	██████████████████ ██████████	████████████████████ ██████████████	20/3/06	3/6/16
	Please provide copies of the certificates you have given above or other proof of the qualifications.			<p>Enclosed YES/NO</p> <p>See Appendix 10</p>

2. Contingency and Business Plans

Please provide below high level detail of the Contingency/Business Recovery Plans in place within your organisation to demonstrate your ability to ensure continuation of supply of the required services.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

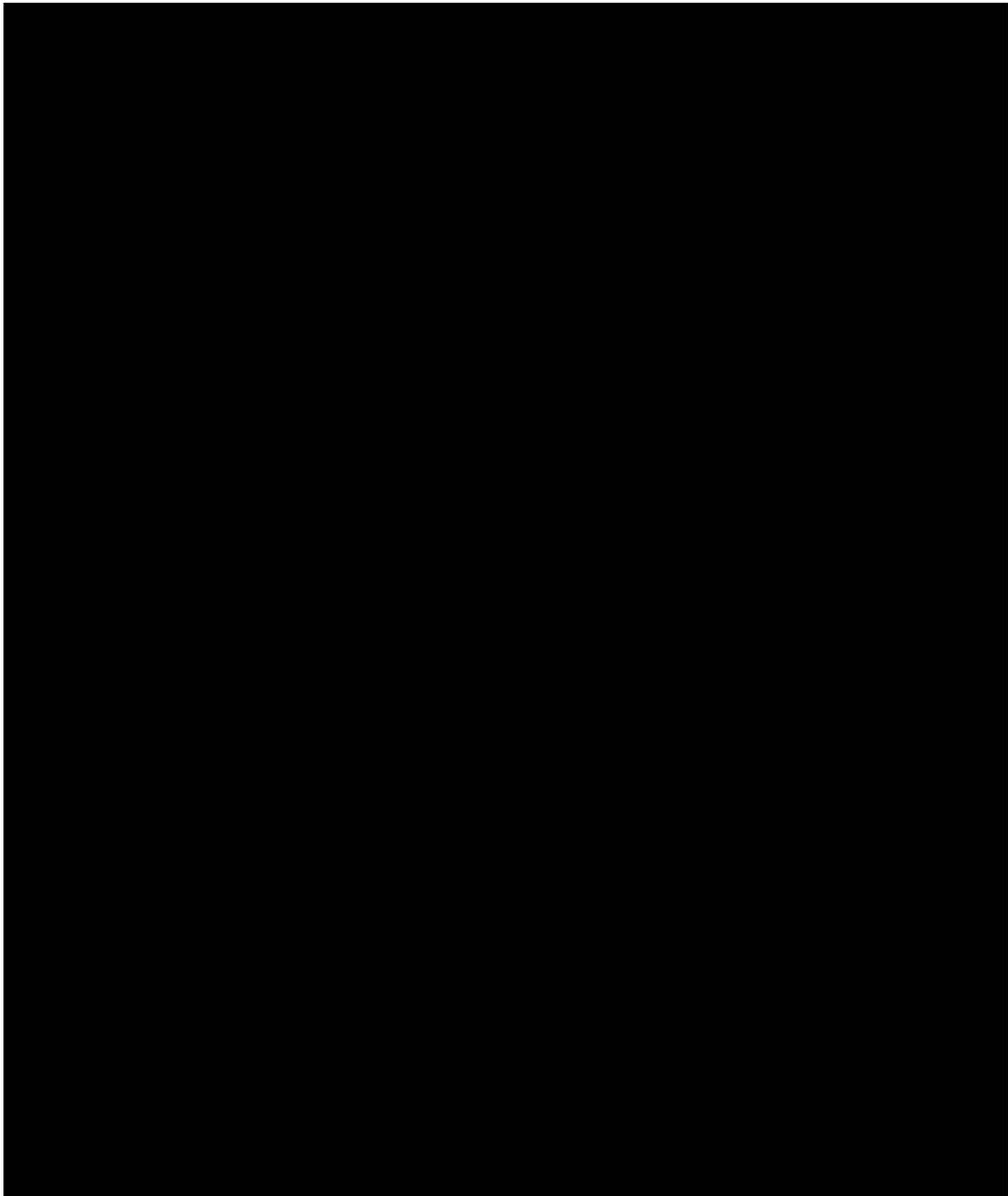
[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]



SECTION H Section H:

Tender Schedule

1.	Pricing Schedule
	<p>If more room is required for you responses please create the necessary space accordingly but please ensure you do not change the order of the questions and do not exceed 2 A4 pages in any one response.</p> <p>Prices, Service Costs, Charges or Commission</p> <p>1.1 The Contractor must clearly state in the space provided below that charges will be in accordance with The Taking Control of Goods (Fees) Regulations 2014 in respect of Council Tax, Non Domestic Rates, Business Improvement Districts & Parking and Fixed Penalty Enforcement</p> <p>The Council will not expect to pay and costs in respect of <u>returned</u> Liability Orders.</p> <div data-bbox="304 927 1428 1973" style="border: 1px solid black; padding: 10px;"><p>[Redacted content]</p></div>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.2.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

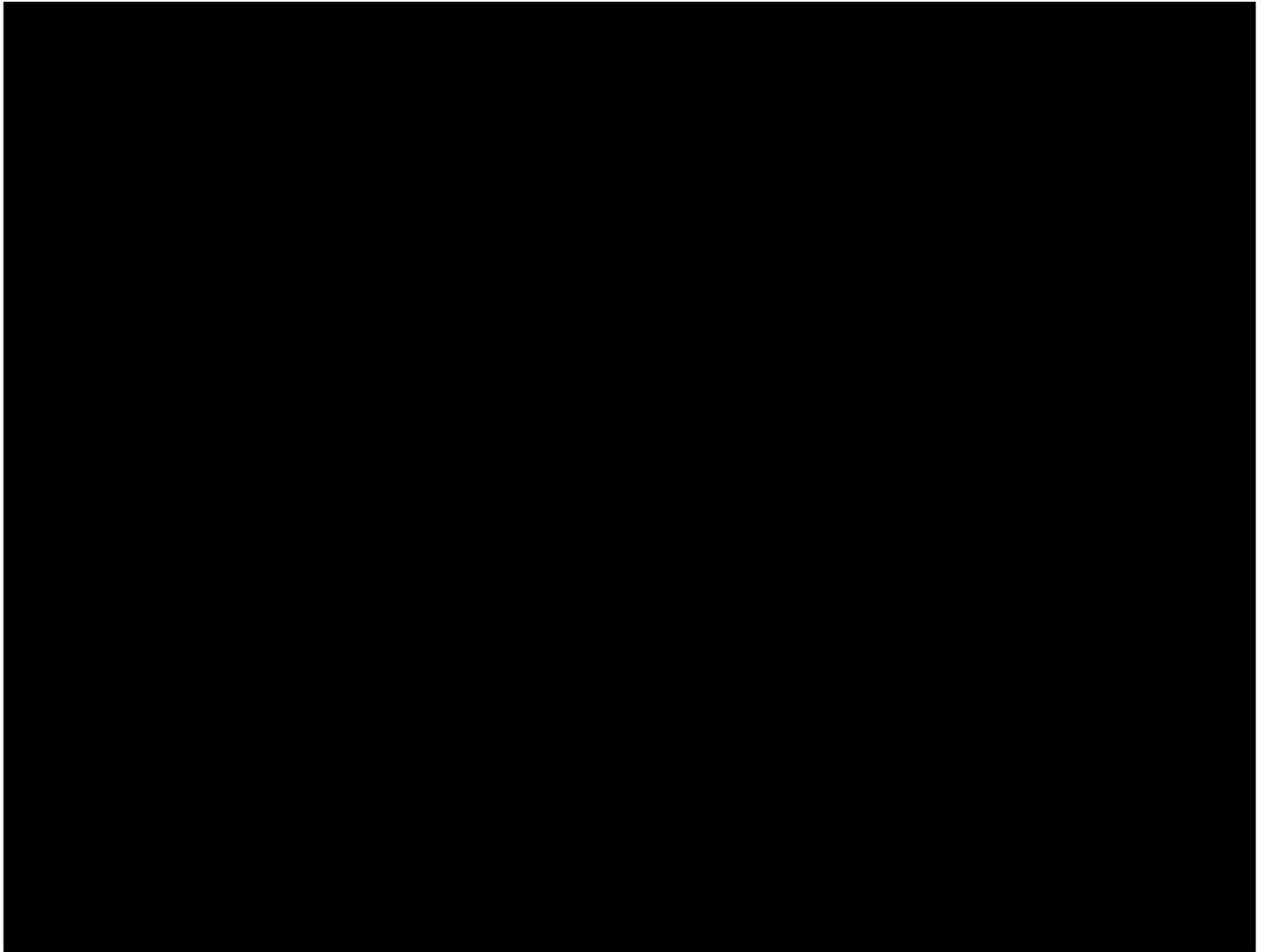
2.	Tender Specification Response	
2.1	<p data-bbox="240 230 1262 331">If more room is required for you responses please create the necessary space accordingly but please ensure you do not change the order of the questions and do not exceed 2 A4 pages in any one response.</p> <p data-bbox="240 369 1262 510">Where the Contractor meets a vulnerable debtor (for example those with learning difficulties or where English is not their first language) how will your enforcement agents deal with the specific needs of that debtor?</p> <p data-bbox="240 555 1225 884">[Redacted]</p> <p data-bbox="240 943 1225 1182">[Redacted]</p> <p data-bbox="240 1240 1198 1397">[Redacted]</p> <p data-bbox="240 1456 1230 1525">[Redacted]</p> <p data-bbox="240 1583 1230 1912">[Redacted]</p> <p data-bbox="240 1971 1225 2000">[Redacted]</p>	5% / 50 max marks

	<p>[Redacted text block]</p>	
<p>[Large redacted area]</p>		

	<p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p>	
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2.2	<p>How will your enforcement agents deal with the relatives of a recently deceased person where the only means of recovering the balance owed is from their estate?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	10% / 100 max marks
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2.3.1	<p>What processes do you have in place to take authority from the debtor(s) to discuss details of their account with a third party?</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	5% / 50 max marks
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2.4	<p>What processes have you in place to minimise the impact of having to give 7 days' notice to debtors prior to the taking control of goods?</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]	5% / 50 max marks
-----	---	-------------------

	<p>[REDACTED]</p>	
	<ul style="list-style-type: none">[REDACTED]	
	<ul style="list-style-type: none">[REDACTED]	

	<p>[Redacted text block]</p>	
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	<p>[REDACTED]</p>	
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2.12	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services</p> <p>[Redacted text]</p> <ul style="list-style-type: none">[Redacted list item][Redacted list item][Redacted list item][Redacted list item][Redacted list item][Redacted list item][Redacted list item]	2% / 20 max marks
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	<p>[Redacted text block 1]</p> <p>[Redacted text block 2]</p> <p>[Redacted text block 3]</p> <p>[Redacted text block 4]</p> <p>[Redacted text block 5]</p> <p>[Redacted text block 6]</p> <p>[Redacted text block 7]</p> <p>[Redacted text block 8]</p> <p>[Redacted text block 9]</p> <p>[Redacted text block 10]</p> <p>[Redacted text block 11]</p> <p>[Redacted text block 12]</p> <p>[Redacted text block 13]</p> <p>[Redacted text block 14]</p> <p>[Redacted text block 15]</p> <p>[Redacted text block 16]</p> <p>[Redacted text block 17]</p> <p>[Redacted text block 18]</p> <p>[Redacted text block 19]</p> <p>[Redacted text block 20]</p> <p>[Redacted text block 21]</p> <p>[Redacted text block 22]</p> <p>[Redacted text block 23]</p> <p>[Redacted text block 24]</p> <p>[Redacted text block 25]</p> <p>[Redacted text block 26]</p> <p>[Redacted text block 27]</p> <p>[Redacted text block 28]</p> <p>[Redacted text block 29]</p> <p>[Redacted text block 30]</p> <p>[Redacted text block 31]</p> <p>[Redacted text block 32]</p> <p>[Redacted text block 33]</p> <p>[Redacted text block 34]</p> <p>[Redacted text block 35]</p> <p>[Redacted text block 36]</p> <p>[Redacted text block 37]</p> <p>[Redacted text block 38]</p> <p>[Redacted text block 39]</p> <p>[Redacted text block 40]</p> <p>[Redacted text block 41]</p> <p>[Redacted text block 42]</p> <p>[Redacted text block 43]</p> <p>[Redacted text block 44]</p> <p>[Redacted text block 45]</p> <p>[Redacted text block 46]</p> <p>[Redacted text block 47]</p> <p>[Redacted text block 48]</p> <p>[Redacted text block 49]</p> <p>[Redacted text block 50]</p> <p>[Redacted text block 51]</p> <p>[Redacted text block 52]</p> <p>[Redacted text block 53]</p> <p>[Redacted text block 54]</p> <p>[Redacted text block 55]</p> <p>[Redacted text block 56]</p> <p>[Redacted text block 57]</p> <p>[Redacted text block 58]</p> <p>[Redacted text block 59]</p> <p>[Redacted text block 60]</p> <p>[Redacted text block 61]</p> <p>[Redacted text block 62]</p> <p>[Redacted text block 63]</p> <p>[Redacted text block 64]</p> <p>[Redacted text block 65]</p> <p>[Redacted text block 66]</p> <p>[Redacted text block 67]</p> <p>[Redacted text block 68]</p> <p>[Redacted text block 69]</p> <p>[Redacted text block 70]</p> <p>[Redacted text block 71]</p> <p>[Redacted text block 72]</p> <p>[Redacted text block 73]</p> <p>[Redacted text block 74]</p> <p>[Redacted text block 75]</p> <p>[Redacted text block 76]</p> <p>[Redacted text block 77]</p> <p>[Redacted text block 78]</p> <p>[Redacted text block 79]</p> <p>[Redacted text block 80]</p> <p>[Redacted text block 81]</p> <p>[Redacted text block 82]</p> <p>[Redacted text block 83]</p> <p>[Redacted text block 84]</p> <p>[Redacted text block 85]</p> <p>[Redacted text block 86]</p> <p>[Redacted text block 87]</p> <p>[Redacted text block 88]</p> <p>[Redacted text block 89]</p> <p>[Redacted text block 90]</p> <p>[Redacted text block 91]</p> <p>[Redacted text block 92]</p> <p>[Redacted text block 93]</p> <p>[Redacted text block 94]</p> <p>[Redacted text block 95]</p> <p>[Redacted text block 96]</p> <p>[Redacted text block 97]</p> <p>[Redacted text block 98]</p> <p>[Redacted text block 99]</p> <p>[Redacted text block 100]</p>	
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	<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p>	
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personal & commercial info

Bristow & Sutor
Bartleet Road
Washford
Redditch
Worcestershire
B98 0FL

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 26th September 2014

Emailed to: [REDACTED]

Dear Sirs

HMC 001 – ENFORCEMENT AGENT SERVICES

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 6th October 2014.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework/contract after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 100% of the total marks.

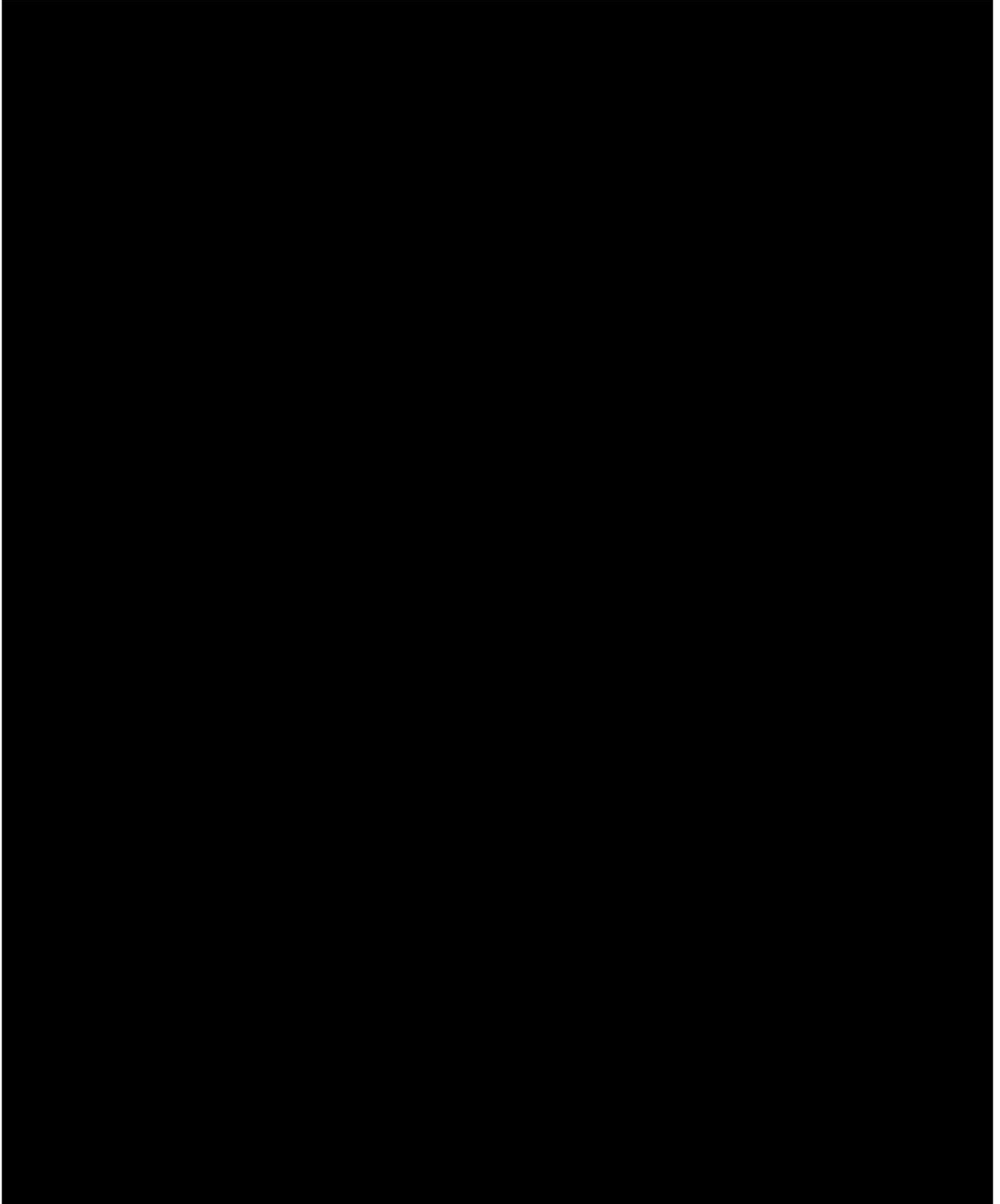
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 5 tenders received)
Quality (out of 1100 marks)	██████	██████	█
Overall	██████	██████	█

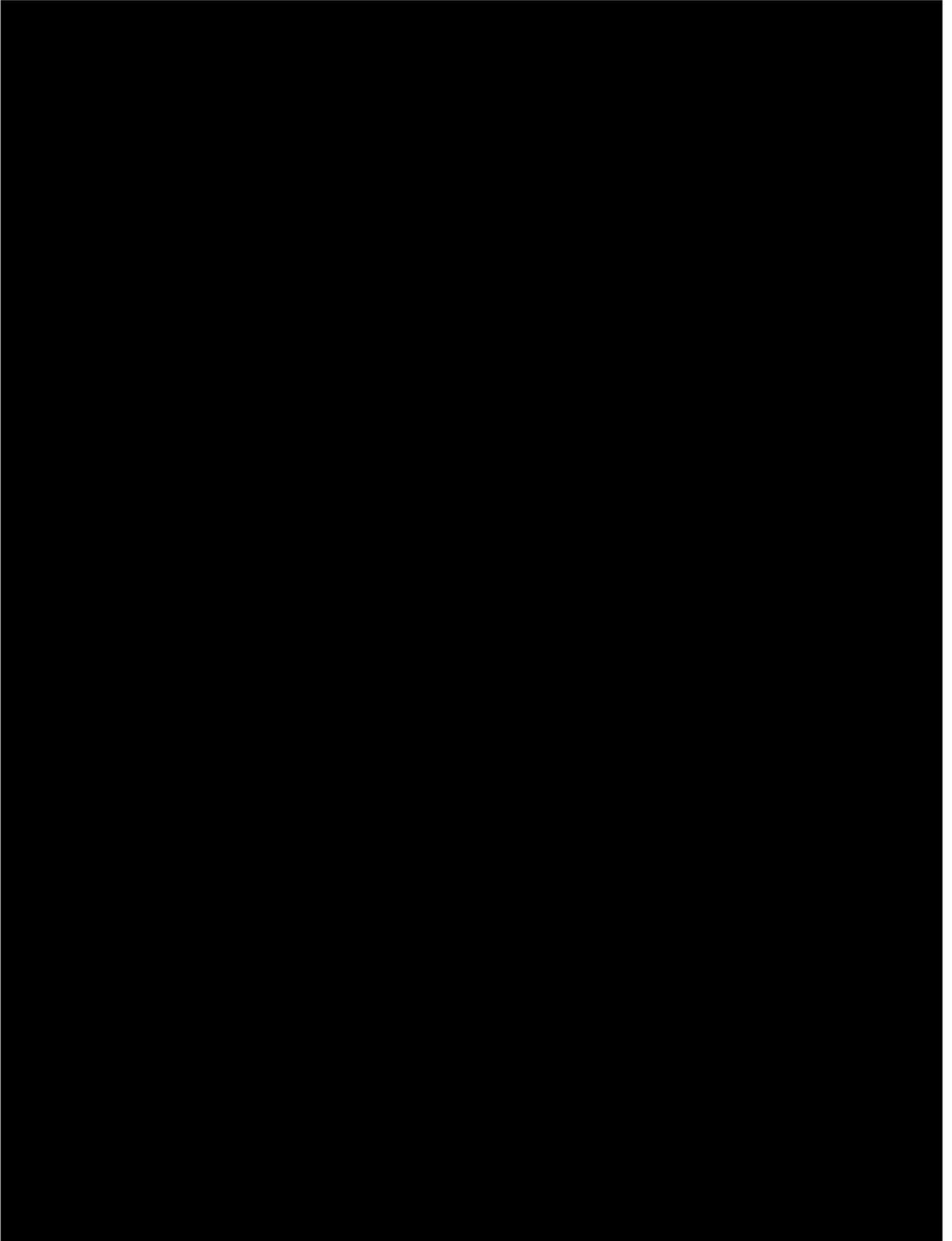


commercial info

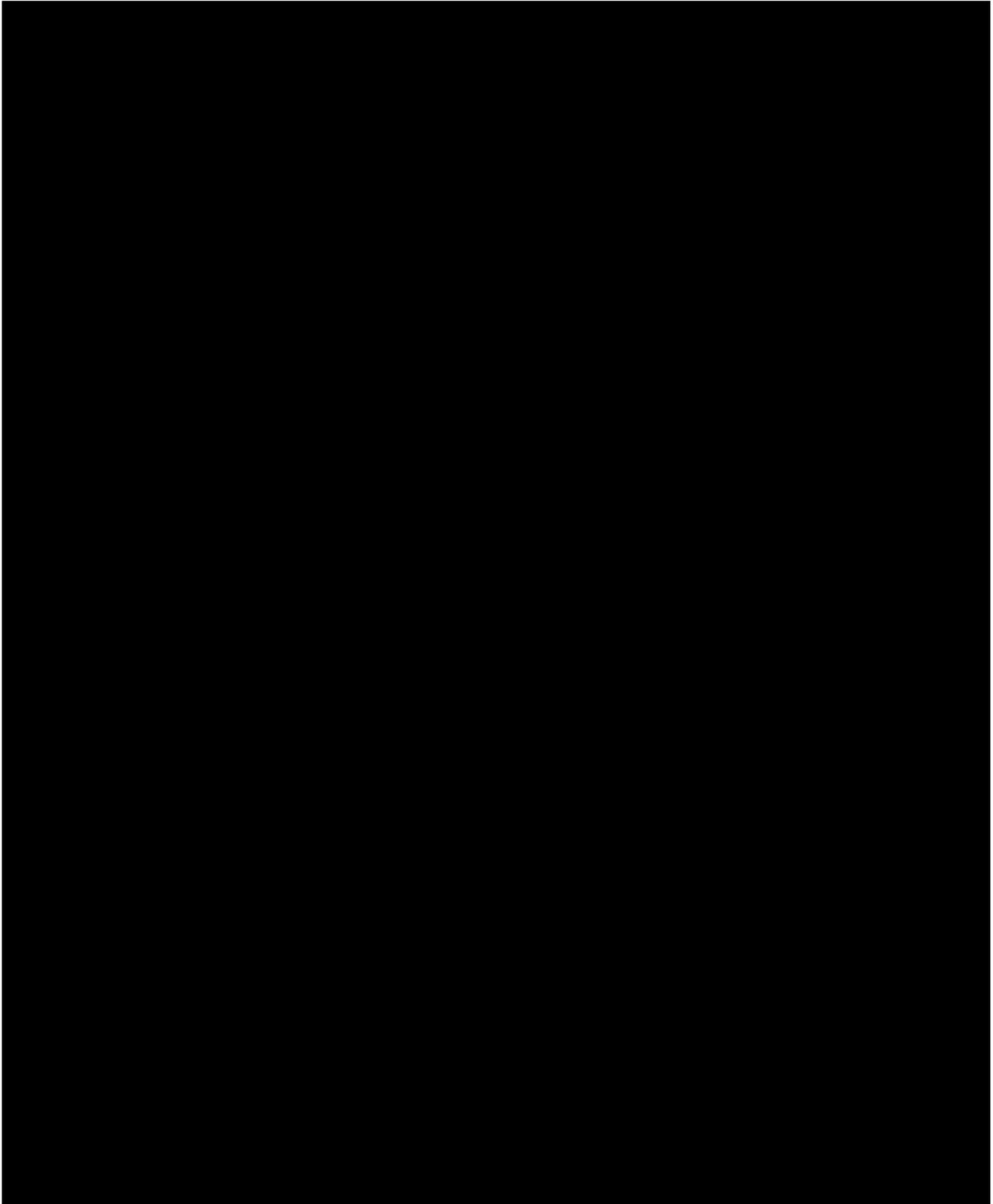
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-



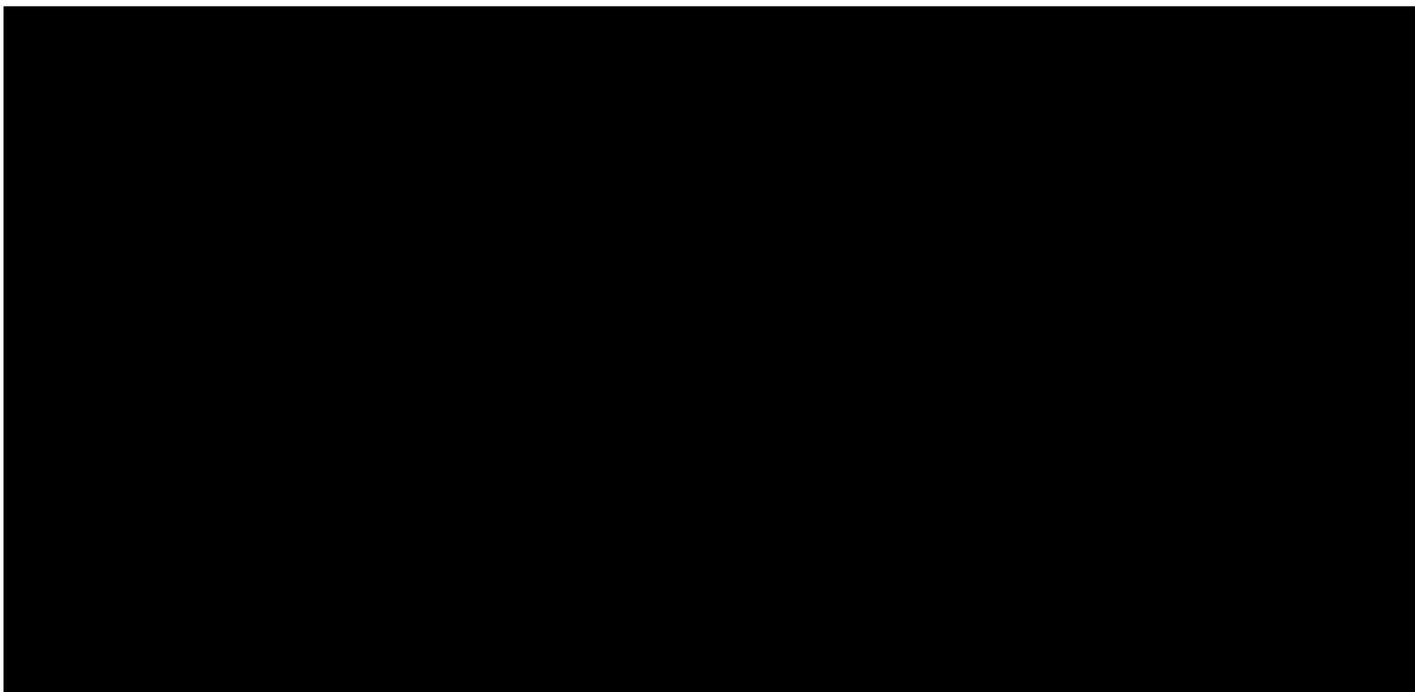
commercial info



commercial info

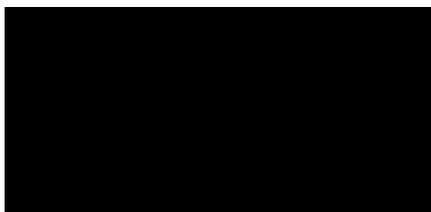


personal & commercial info



We will be in touch with you again at the end of the standstill period.

Yours faithfully



Procurement Manager
procurement@shropshire.gov.uk
Tel: 01743 252993