



**Devon County Council**

**CP1402-16**

**INVITATION TO TENDER**  
**Enforcement Agency Services**

<b>Bidder to insert their company/organisation name</b>

**Bids submitted after the stated closing date and time  
will not be considered.**

## TABLE OF CONTENTS

### SECTION:

1	INTRODUCTION.....	3
2	TIMETABLE AND PROCESS.....	8
3	SPECIFICATION .....	13
4	SUBMISSION INSTRUCTIONS.....	14
5	EVALUATION.....	16
6	BID CHECKLIST .....	21
	Appendix 1 : Important Notices .....	22
	Appendix 2 : Specification .....	29
	Appendix 3 : Contract.....	41
	Appendix 4 : Certificates .....	42
	Appendix 5 : Contractual Undertaking .....	44
	Appendix 6 : Suitability Assessment Questionnaire .....	45
	Appendix 7 : Award Criteria .....	54
	Appendix 8: Quality Questions .....	55
	Appendix 9: Additional Documents.....	59

<p align="center"><b>Below Threshold Services Concession Contract</b></p> <p align="center"><b>Invitation to Tender No:</b></p> <p align="center"><b>CP1402-16</b></p>	<p><b>DEVON COUNTY COUNCIL</b>  Devon Procurement Services  Room 120, County Hall,  Exeter, Devon, EX2 4QD</p>
<p><b>Tender for:</b> Enforcement Agency Services</p> <p><b>Period of Contract:</b> 1<sup>st</sup> August 2018 to 31<sup>st</sup> July 2023 (with break clause options allowing DCC to terminate the contract on each anniversary of the contract start date subject to DCC giving each Supplier a minimum two months' written notice)</p> <p>Two (2)</p> <p><b>Number of Suppliers:</b></p>	<p><b>Due for return by 12:00 Noon on:</b>  <b>26<sup>th</sup> February 2018</b></p> <p><b>Bids submitted after the stated closing date and time <u>will not</u> be considered.</b></p>

## 1 INTRODUCTION

### General

- 1.1 DCC is issuing this Invitation to Tender ("ITT") in connection with the Procurement, which is a below-threshold services concession contract within the meaning of The Concession Contracts Regulations 2016.
- 1.2 All interested Bidders can submit a Bid for this Procurement. This ITT provides further details of the Procurement and the process for submitting Bids.

### Communications / Contact

- 1.3 DCC is using the Supplying the South West Procurement Portal for the Procurement Process: [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) ("the Procurement Portal").
- 1.4 Bidders should not approach any member of DCC in relation to the Procurement or the Procurement Process, other than by using the messaging facility on the Procurement Portal.
- 1.5 Any technical questions relating to the use of the Procurement Portal website should be addressed preferably by email to: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) or telephone helpline 0330 005 0352 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays). This is only the technical support line and any ITT queries should be directed to the relevant Procurement team running the contract through the 'Messaging' function of the Procurement Portal.

### Bid Procedure

- 1.6 This ITT has been developed to achieve the selection of suppliers to deliver the Procurement. The Procurement is below the relevant EU threshold value for the purposes of The Concession Contracts Regulations 2016 and is not subject to The Public Contracts Regulations 2015.

- 1.7 All Bidders are required to complete this ITT document in order to submit their completed Bid. All aspects of this ITT must be completed in full and submitted as part of a Bid (see **Section 6 (Bid Checklist)** for further information).
- 1.8 DCC will evaluate Bidders' responses to the suitability assessment questions in **Appendix 6** before evaluating the remainder of the Bid. Bidders must pass the suitability assessment questions in order to have the remainder of their Bids evaluated.
- 1.9 The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
- 1.10 All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
- 1.11 The ITT aims to:
- provide information to Bidders on the Procurement and the opportunities available;
  - set out clearly DCC's requirements;
  - provide information on DCC's approach to the ITT process;
  - set out the deliverables required from Bidders; and
  - set out the evaluation criteria and weightings that DCC will use to assess Bids.
- 1.12 Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 2 (Timetable and Process)**
- 1.13 The questions that Bidders are required to answer in the ITT are set out in **Appendix 8 (Quality Questions)** of this document.
- 1.14 **Bids should be final and complete in meeting DCC's requirements. Please refer to the submission instructions in Section 4 (Submission Instructions) and the checklist contained in Section 6 (Bid Checklist)**
- 1.15 However, DCC may request Bidders to clarify aspects of their Bids where DCC considers it appropriate to do so.
- 1.16 Following the submission of Bids, DCC expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract.
- 1.17 DCC reserves the right to vary the procedure as described in any of the Procurement Documents including this ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

## IMPORTANT NOTICES

### General

- 1.18 This ITT has been prepared by DCC and is for use by those interested in tendering for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
- 1.19 Bidders' attention is drawn to the further notices set out in **Section 1 (Introduction)** and **Appendix 1 (Important Notices)** which form part of the conditions of participation in this Procurement Process and to **Section 4 (Submission Instructions)** which details how to submit Bids.

### Definitions

In this ITT, the following definitions shall apply:

#### Definitions

<b>Advisers</b>	Means all professional advisers of DCC involved in the Procurement Process
<b>Authorised Representative</b>	Means any employee of DCC or the Supplier empowered to make decisions relating to the Contract, on behalf of their organisation
<b>Bid</b>	Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process.
<b>Bidder(s)</b>	Means individuals and/or Organisations who are interested in submitting a Bid for the Procurement
<b>Collection Rate</b>	Means the rate of debt recovered from Debtors within 90 days of each Warrant being issued excluding any agreed payment plans entered into between the Enforcement Agent and the Debtor where the Debtor has made at least one payment
<b>Confidential Information</b>	Means all information marked as confidential. Does not apply to any information not marked in this way.
<b>Contract:</b>	Means the concession agreement between DCC and the Supplier for the provision of Enforcement Agency Services, being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>DCC</b>	Means Devon County Council or its duly authorised officers
<b>DPS</b>	Means Devon Procurement Services
<b>Debtor</b>	

	Means the person liable to pay the debt owed to DCC or, if two or more persons are jointly or jointly and severally liable, any one or more of them as defined in Regulation 2 (1) of The Taking Control of Goods (Fees) Regulations 2014
<b>Enforcement</b>	Means the lawful process of Warrant or writ execution, and taking control of goods
<b>Enforcement Agent</b>	Means an individual entitled to act as an enforcement agent by virtue of Section 63(2) of the Tribunals, Courts and Enforcement Act 2007 but it does not include an individual who may act by virtue of section 63(2)c as stated in Regulation 2 (1) of The Taking Control of Goods (Fees) Regulations 2014
<b>Enforcement Agency</b>	Means the business that employs Enforcement Agents, this also includes those Public Sector organisations that have in-house Enforcement Agents
<b>ITT</b>	Means Invitation to Tender
<b>Organisation</b>	Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK
<b>Pro Contract</b>	DCC's secure hosted e-Procurement system
<b>Procurement</b>	Means Enforcement Agency Services
<b>Procurement Documents</b>	Means any document issued by DCC as part of this Procurement Process
<b>Procurement Portal</b>	Means the Supplying the South West Procurement Portal accessible at <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a> (which is the gateway system to Pro Contract)
<b>Procurement Process</b>	Means the procedure set out in this document by which the Procurement will be procured
<b>PCN</b>	Means Penalty Charge Notice. This will be issued for road traffic and/or civil traffic contraventions
<b>PSN</b>	Means Public Services Network. The public services network of networks delivered through multiple service providers as defined in the Cabinet Office PSN Glossary v1.6, 31 January 2013
<b>Quarter</b>	Means the period between each of the following dates: 1 April, 1 July, 1 October and 1 January of each year of the Contract.

<b>Supplier</b>	Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier's successors and permitted assignees
<b>TCOG 2013</b>	Means The Taking Control of Goods Regulations 2013
<b>TCOG 2014</b>	Means The Taking Control of Goods (Fees) Regulations 2014
<b>TEC</b>	Means Traffic Enforcement Centre
<b>Warrant / Warrant of Execution</b>	Means a document issued by TEC which allows an Enforcement Agent to remove and sell goods to pay a debt
<b>Working Day</b>	Means any day other than a Saturday, Sunday or public holiday in England and Wales

## 2 TIMETABLE AND PROCESS

### Procurement Timetable

2.1 The timetable below sets out the key dates in the Procurement Process.

Date and Time	Stage
23 <sup>rd</sup> January 2018	Opportunity advertised in Contracts Finder and Procurement Documents made available online via <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a> .
12 noon on 16 <sup>th</sup> February 2018	Deadline for clarification questions
<b>12 noon on 26<sup>th</sup> February 2018</b>	<b>Deadline for return of Bids</b>
22 <sup>nd</sup> March 2018	Completion of evaluation of Bids and recommendation for the successful Bidders.
27 <sup>th</sup> March 2018	Completion of DCC approval and award decision processes.
11 <sup>th</sup> April 2018	Completion of Due Diligence
12 <sup>th</sup> April 2018	Appointment of the preferred Bidders
13 <sup>th</sup> April 2018	Voluntary ten day standstill period begins
Midnight on 23 <sup>rd</sup> April 2018	Voluntary ten day standstill period ends
24 <sup>th</sup> April 2018	Award of the contract
1 <sup>st</sup> August 2018	Service delivery commences

2.2 DCC reserves the right to amend this timetable as the Procurement Process progresses.

### General Information

2.3 Bidders are directed to the information in relation to conflicts, contained in paragraph 2.1 of **Appendix 1 (Important Notices)**, and the obligations of DCC under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

### Pre- Bid Clarifications

2.4 Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than 12 Noon on the date stated in the timetable at paragraph 2.1.

2.5 Upon commencement of the ITT process Bidders must not approach any member or officer of DCC with any queries, other than by using the 'Messaging' facility on the Procurement Portal.

2.6 Open the 'Messaging' area by selecting 'View Messages' and this will show any messages that have already been received and the area to create new messages to then raise any clarification questions.



- 2.7 When creating a clarification question through the 'Messaging' facility ensure the subject title is relevant to the question that is being asked.
- 2.8 Any information that DCC provides in response to requests for clarification will be distributed to all Bidders as opposed to solely the Bidder that requested the information.
- 2.9 Relevant questions together with the answers will be posted on the Procurement Portal and automatic e-mails will be sent to Bidders informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system. If a Bidder has unsubscribed to the emails then the notification will only appear in the general notifications area within the system.
- 2.10 Bidders registering after clarifications have been posted will not receive notification that messages are available for viewing.
- 2.11 When Bidders first access the ITT, they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
- 2.12 On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. DCC cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

### **Bid Submissions**

- 2.13 Bids must be submitted following the instructions set out in **Section 4 (Submission Instructions)**.

### **Post Bid Clarifications**

- 2.14 Upon receipt of a Bid DCC may wish to pose post-Bid clarification questions to Bidders. This process will be administered in writing via the messaging area within the Procurement Portal.

### **Suitability Assessment Questions**

- 2.15 Bidders are required to complete and submit the **Suitability Assessment Questionnaire (Appendix 6)** alongside their ITT responses (i.e. by the deadline for Bid submissions). Bidders' answers to the suitability assessment questions will be evaluated prior to evaluation of the ITT responses as explained in paragraph 1.8 above.
- 2.16 Details of the approach to be taken to the assessment of suitability are contained in the instructions to **Appendix 6**. Bidders should read the instructions in full before completing the questions.

## The Award Criteria and evaluation questions

- 2.17 Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. DCC reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.
- 2.18 Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the Services subject of this ITT.
- 2.19 Bidders' answers to the questions are limited to the number of words specified against the question in **Appendix 8 (Quality Questions)**. Where a word limit is specified, **each word** within the answer will be counted towards the word count limit.
- For example:
- *Forename Surname* = two words;
  - "102" = one word;
  - All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
  - All text within diagrams, pictures, charts or tables and any diagrams, charts or tables "embedded" within text as a picture or an image will count towards the word limit.
- 2.20 Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). Words will be counted in the order in which they appear. The only exception to this is where words have been specifically stated not to be included within the word count; for example, if DCC requests a document in support of a Bid and specifically advises that this document is excluded from the word count limit.

## Completion of Bid

- 2.21 Evaluation of a Bid does not imply acceptance by DCC of the Bidder's financial stability, technical competence or ability in any way to carry out the services. DCC has the right to return to these matters as part of the formal Bid evaluation process.
- 2.22 The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently DCC decides that a Bid contains inaccurate information, DCC may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

## Confidentiality and Freedom of Information

- 2.23 Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words "in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information.
- 2.24 Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must only highlight pink those aspects of their Bid which are genuinely confidential and

explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, DCC may treat the entirety of a Bid as non-confidential.

- 2.25 DCC will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with DCC's duties under the Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
- 2.26 Please see further details regarding confidentiality in **Appendix 1 (Important Notices)**

### **Return of Certificates / Contractual Undertaking**

- 2.27 DCC requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 4 (Certificates)** as part of a Bid. Copies of the certificates are provided in **Appendix 4 (Certificates)**

- Certificate of Non-Collusion
- Certificate of Non-Canvassing

- 2.28 In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 5 (Contractual Undertaking)** in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.

### **TUPE Confidentiality Undertaking Agreement**

- 2.29 The current suppliers have stated that there are no TUPE implications in relation to this Procurement.

### **Data Processing**

- 2.30 Bidders will be required to sign the 'Data Processing Agreement' referred to at **Appendix 9 (Additional Documents)** as a condition of contract. DCC may refuse to evaluate any Bid provided by a Bidder who does not sign the acceptance box at Appendix 9. If the successful Bidder subsequently refuses to sign the Data Processing Agreement, DCC may refuse to enter into the Contract or, if already entered into, may terminate the Contract.

### **Information Security Questionnaire**

- 2.31 Bidders will be required to sign the 'Information Security Questionnaire' referred to at **Appendix 9 (Additional Documents)** as a condition of contract. DCC may refuse to evaluate any Bid provided by a Bidder who does not sign the acceptance box at Appendix 9. If the successful Bidder subsequently refuses to sign the Information Security Questionnaire, DCC may refuse to enter into the Contract or, if already entered into, may terminate the Contract.

### **Contract Award**

- 2.32 Contract award is subject to the formal approval process of DCC. Until all necessary approvals are obtained, no contract(s) will be entered into.

- 2.33 Once DCC has reached a decision in respect of contract award, it will notify all Bidders of that decision and provide for a voluntary standstill period. At the start of the voluntary standstill period, DCC intends to provide unsuccessful Bidders with feedback on their Bids. Please note that this feedback may contain confidential information. Any feedback provided should not be shared with other Bidders. Bidders' attention is specifically drawn to **Section 3** (regarding canvassing and non-collusion) and **Section 12** (regarding intellectual property) of **Appendix 1 (Important Notices)** which form part of the conditions of participation in this Procurement Process.

### **3 SPECIFICATION**

#### **About the Specification**

- 3.1 The Services are described in the Specification in **Appendix 2 (Specification)** to this ITT.
- 3.2 Through their responses Bidders shall demonstrate how they intend to deliver the Services subject of this Specification. Flexibility to meet changing demands and customer needs is a key priority. The successful Bidder will affirm willingness, though the life of the Contract, to vary the service provision according to DCC's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are "reasonable" and fall within the overall scope of what the Bidder would reasonably be expected to be capable of delivering.

#### **Alternative Bids**

- 3.3 Alternative Bids **will not** be accepted.

#### **Environmental Issues**

- 3.4 The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with DCC to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

## 4 SUBMISSION INSTRUCTIONS

### General

- 4.1 DCC will reject Bids submitted to the Procurement Portal after the date and time specified as the deadline. Please see **Section 1 (Introduction)** and **Appendix 1 (Important Notices)**.
- 4.2 DCC reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
- 4.3 All responses must be submitted electronically through the Procurement Portal. to the correct area of the Procurement Portal (please see paragraph 4.14 below). Bids which are, e-mailed, posted, hand-delivered or faxed to DCC **will not** be considered. Bids which are uploaded to the wrong area of the Procurement Portal will not be considered.
- 4.4 It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
- 4.5 You should ensure that you leave enough time to upload and submit your Bids.
- 4.6 **NOTE** it is not possible to complete the Bid electronically online (see paragraph 4.14 below).

### Bid documentation

- 4.7 **Section 6 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

### Return of Bid documentation

- 4.8 DCC is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
- 4.9 User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Bids by using the topics within the 'Help' menu located on the header bar of all pages.
- 4.10 New users to the Procurement Portal must register first to obtain a user name and password before returning to this opportunity. Bidders should refer to the help link under 'Useful Links' that provides guidance on how to register and use the system.
- 4.11 Bidders interested in this opportunity should express their interest by clicking on the 'Register interest in this opportunity' within the Business Opportunity Advert.
- 4.12 Once Bidders have expressed their interest they can access the Procurement Documentation from 'My Activities' on the home page or on the header bar.

- 4.13 Please indicate via the Procurement Portal whether or not you intend to submit a Bid in response to this ITT by selecting “Register intent to respond” or “No longer wish to respond” under the Response Controls.
- 4.14 In order to complete your electronic Bid, it must be downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions (within the ITT event select ‘Start My Response’ and follow the response wizard.) and by the stated deadline for submission of ITT responses. Bidders should be aware that DCC is unable to open any Bids until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any DCC staff. Bids uploaded to the wrong area of the area of the Procurement Portal will be rejected.
- 4.15 The full Bid must be completed and returned in the published format (i.e. Microsoft Word). Failure to comply with this instruction may result in your Bid being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time **will not** be considered. Bids may be rejected if they are not properly completed.
- 4.16 Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. DCC will accept scanned copies of original signed forms and DCC will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
- 4.17 All responses must be in English and text should be submitted in A4, with a font size of no less than 10
- 4.18 Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid.

#### **Attachments**

- 4.19 Where specifically requested, attachments must be submitted as separate documents, preferably as Word files. They must be clearly named so that it is obvious what each attached file contains and which question it relates to.
- 4.20 For example, if you are requested in Question 1 of the ITT to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called “Q1 Management Structure” and “Q1 Staff Structure” respectively.
- 4.21 Attachments that have not been requested as part of the ITT will be ignored and will not be taken into consideration as part of the evaluation process.

## 5 EVALUATION

### General

- 5.1 This Section 5 sets out the evaluation criteria against which the ITT responses will be assessed.
- 5.2 Bidders are required to respond to each of the questions set out in **Appendix 8 (Quality Questions)**

### Evaluation Criteria and Weightings

- 5.3 The contract award decision will be made based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 7 (Award Criteria)**.

### Evaluation Methodology

- 5.4 Following compliance checks and the evaluation of the suitability assessment questions, each Bid will be evaluated and scored against the evaluation criteria and weightings and Bidders will be ranked in line with their scores.
- 5.5 The panel will allocate scores in accordance with the scoring scale at paragraph 5.9, and the award criteria published in this document (**Appendix 7 (Award Criteria)**).
- 5.6 DCC reserves the right to update and refine the evaluation approach (set out in this Section 5 and **Appendix 8 (Quality Questions)**) and sub-criteria prior to the ITT response deadline.
- 5.7 Once the quality scores have been allocated and moderated the weightings are applied and a final overall score for each Bidder is produced. The successful Bidders will be the ones that submit the highest scoring overall Bids.

### Quality Evaluation

#### Scoring Scale

- 5.8 **For question P1 (body worn audio cameras) only**  
Where the Bidder responds 'Yes' to this question they will be considered for the award of the contract, based upon their final evaluation score. A 'No' response to this question will mean that the Bid will be rejected and no further evaluation will be undertaken.
- 5.9 In relation to the Quality criteria and sub-criteria (as stated in **Appendix 7 (Award Criteria)**), each question will be scored in application of the following scoring scale:

SCORING SCALE	
Score Awarded	Quality Band Performance Definition
0	No response No response has been submitted.



1	Poor The response provides very little confidence
2	Inadequate The response provides some confidence, but not to an acceptable degree
3	Satisfactory The response provides an acceptable degree of confidence
4	Good The response provides a good degree of confidence
5	Very Good The response provides a very good degree of confidence
6	Excellent The response provides an excellent degree of confidence
7	Exceptional The response provides an exceptional degree of confidence

- 5.10 In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

#### Evaluation Panel

- 5.11 Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid
- 5.12 The evaluation panel members will, on an individual basis for each Bidder's response to a question, decide which Quality Band Performance Definition most accurately describes the response. The evaluation panel members will record the corresponding 'Score Awarded' and the strengths and weaknesses of the response.
- 5.13 Only the 'Score Awarded' corresponding to the 'Quality Band Performance Definition' detailed in the scoring matrix may be awarded to a response (i.e.: 0, 1, 2, 3, 4, 5, 6, 7). No other scores may be used and decimal scores are not permitted (e.g. 3.6).

#### Moderation

- 5.14 A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder's response to a question.
- 5.15 In the unlikely event that the evaluators are unable to agree on a score for a Bidder's response, the majority score will be selected as the consensus score and the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s). For the avoidance of doubt, there will be no averaging of scores where a single consensus score cannot be reached.
- 5.16 Each question will be awarded a consensus score in accordance with the scoring scale at 5.9 (i.e. 0-7). This consensus score will be divided by the highest score available for that question (i.e. 7) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
- 5.17 All weighted scores from each award criterion will then be added together to give a final quality score total for each Bid.
- 5.18 At each stage of the process all mathematical results will be rounded to two decimal places using Microsoft Office 2016. For the purposes of rounding to two decimal places, if the number in the third decimal place is:
- 5.18.1 0-4 (inclusive), then the number in the second decimal place will remain unchanged;
- 5.18.2 5-9 (inclusive), then the number in the second decimal place will be rounded up to the next number.
- 5.19 For illustration purposes, a worked example to demonstrate the scoring process is provided below and is highlighted yellow. **Please note that the weightings and marks available in the example relate only to the example and not to this Procurement Process.**

**Example:**

Figure 1, below, shows the overall Quality Weighting for this example Procurement process:

**Figure 1: Example Evaluation Criteria and Weightings**

Criteria	Weighting
Quality	100%
TOTAL	100%

Figure 2, below, shows the detailed criteria and weightings for this example Procurement process:

**Figure 2 Example Detailed Criteria and Weightings**

Criteria	Criteria Weighting	Level 1 Sub-Criteria	Level 1 Sub-Criteria Weighting	Level 2 Sub-Criteria	Level 2 Sub-Criteria Weighting
Quality	100%	Technical Merit	70%	Question 1	28%
				Question 2	25%
				Question 3	17%
		After Sales	30%	Question 4	20%
				Question 5	10%
<b>TOTAL</b>	<b>100%</b>		<b>100%</b>		<b>100%</b>

In this example, the overall Quality criterion of 100% is made up of two sets of Level 1 sub-criteria:

- (1) Technical Merit, which accounts for 70% of the overall score; and
- (2) After Sales, which accounts for 30% of the overall score.

Each Level 1 sub-criterion is made up of Level 2 sub-criteria which are the individual questions. Each Level 2 sub-criterion weighting is shown next to the Level 2 sub-criterion.

In this example, the Level 1 sub-criterion 'Technical Merit' is made up of the following level 2 sub-criteria:

- Question 1, worth 28% of the overall score;
- Question 2, worth 25% of the overall score; and
- Question 3, worth 17% of the overall score.

In this example, the Level 1 sub-criterion 'After Sales' is made up of the following level 2 sub-criteria:

- Question 4, worth 20% of the overall score; and
- Question 5, worth 10% of the overall score.

### **Worked Example**

The quality scores awarded for 'Bidder 1' for this example Procurement process are detailed in Figure 3 below:

**Figure 3 Example Bidder 1 Quality Score**

Level 2 Sub-Criteria	Level 2 Sub-Criteria Weighting	Scoring Scale Quality Band Assessment	Consensus Score Awarded	Score Calculation	Score Awarded
Question 1	28%	Satisfactory	3	$(3/7) \times 28$	12.00
Question 2	25%	Excellent	6	$(6/7) \times 25$	21.43
Question 3	17%	Good	4	$(4/7) \times 17$	9.71
Question 4	20%	Excellent	6	$(6/7) \times 20$	17.14
Question 5	10%	Inadequate	2	$(2/7) \times 10$	2.86
<b>Total Weighted Quality Score for Bidder 1</b>					<b>63.14</b>

For each question, the consensus score awarded (which will range from 0-7) will be divided by 7 and then multiplied by the Level 2 sub-criteria weighting to arrive at the score awarded. Each of the scores awarded is then added together to calculate the Bidder's total weighted Quality score.

For example, for Question 1, Bidder 1's consensus score awarded was '3'. 3 is divided by 7 and then multiplied by the Level 2 sub-criteria weighting for Question 1, which is 28, to arrive at the score awarded for Question 1.  $(3/7) \times 28 = 12.00$ . This process is repeated for Questions 2 through 5 and then the five scores awarded to Bidder 1 are added together to produce Bidder 1's total quality score. In this example, Bidder 1 has achieved a total weighted Quality score of 63.14 out of a maximum possible score of 100

- 5.20 All Bidders will be ranked based upon their final quality scores with the top two ranked Bidders being moved to preferred supplier status.

#### Tie-break

- 5.21 In the event that two or more Bidders' final quality scores are tied, the process set out below will be used to determine the final ranking of those tied bids.

Of those tied bids:

- the bid with the highest score for Q.A1 will be ranked highest and the remainder of this tie-break process will not apply.
- in the event that scores for Q.A1 are tied, then the bid with the highest score for Q.B1 will be ranked highest and the remainder of this tie-break process will not apply.
- in the event that scores for Q.B1 are tied, then the bid with the highest score for Q.A2 will be ranked highest and the remainder of this tie-break process will not apply.
- in the event that scores for Q.A2 are tied, then the bid with the highest score for Q.B2 will be ranked highest and the remainder of this tie-break process will not apply.
- in the event that scores for Q.B2 are tied, then the bid with the highest score for Q.C1 will be ranked highest and the remainder of this tie-break process will not apply.
- in the event that scores for Q.C1 are tied, then the bid with the highest score for Q.D1 will be ranked highest.

## 6 BID CHECKLIST

- 6.1 Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification and the Contract) before commencing the completion of their Bids.
- 6.2 The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

	Document title	Action	Complete
1.	ITT	Read	
2.	ITT front sheet only	<b>Complete and submit</b>	
3.	Appendix 1 (Important Notices)	Read	
4.	Appendix 2 (Specification)	Read	
5.	Appendix 3 (Contract)	Read	
6.	Appendix 4 (Certificates)	<b>Read, sign and submit</b>	
7.	Appendix 5 (Contractual Undertaking)	<b>Read, complete, sign and submit</b>	
8.	Appendix 6 (Suitability Assessment Questionnaire)	<b>Read, complete, sign and submit</b>	
9.	Appendix 7 (Award Criteria)	Read	
10.	Appendix 8 (Quality Questions)	<b>Read, complete and submit</b>	
11.	Appendix 9 (Additional Documents)	<b>Read, complete &amp; submit all Additional Documents. Sign and submit the acceptance form</b>	

## **Appendix 1: Important Notices**

### **1. Confidentiality**

1.1. The Procurement Process may involve DCC providing Confidential Information to the Bidders. The Bidders shall at all times:

- 1.1.1. treat all Confidential Information as confidential;
- 1.1.2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
- 1.1.3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
- 1.1.4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).

1.2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-Suppliers or advisers, the Bidder's insurers or the Bidder's funders) if either:

- 1.2.1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
- 1.2.2. the Bidder obtains the prior written consent of DCC in relation to such disclosure, distribution or passing of the Information

- 1.3. DCC may disclose detailed information relating to Bids to DCC's members, directors, officers, employees, agents or advisers and they may make the key Bids documents available for private inspection by DCC's members, directors, officers, employees, agents or advisers.
- 1.4. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to DCC. DCC reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the ITT process or after the Contract has been entered into.
- 1.5. DCC will act reasonably as regards the protection of Bidder's Confidential Information, subject to DCC's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see paragraph 11.1 below) and any other associated transparency duties.

### **2. Conflicts**

- 2.1. DCC requires all actual or potential conflicts of interest to be declared and resolved to DCC's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of DCC could result in a Bidder being disqualified at the sole discretion of DCC.

### **3. Canvassing and non-collusion**

- 3.1. DCC reserves the right to disqualify (without prejudice to any other civil remedies available to DCC and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this ITT:
- 3.1.1. offers any inducement, fee or reward to any member or officer of DCC or any person acting as an adviser for DCC in connection with this ITT;
  - 3.1.2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
  - 3.1.3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
  - 3.1.4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
  - 3.1.5. canvasses any member or officer of DCC or any person acting as an adviser for DCC in connection with this ITT;
  - 3.1.6. contacts any officer of DCC prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
  - 3.1.7. fixes or adjusts the amount of his Bid by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
  - 3.1.8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
  - 3.1.9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Bid;
  - 3.1.10. canvasses any person connected with this ITT who is not one of its own team;
  - 3.1.11. offers or agrees to pay or give or does pay or give 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 Bid (or proposed Bid any act or omission);
  - 3.1.12. communicates to any person other than DCC the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
  - 3.1.13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
  - 3.1.14. undertakes to unduly influence the decision-making process of DCC; or

3.1.15. undertakes to obtain confidential information that could confer upon an undue advantage in the award of the Contract.

3.2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Bid as set out in **Appendix 4 (Certificates)**

#### **4. Publicity**

4.1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of DCC. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

#### **5. Liability of DCC and its Advisers**

5.1. In the Procurement Documents, "DCC" includes all or any of DCC and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person, including DPS.

5.2. The Procurement Documents have been prepared by and on behalf of DCC for the purposes of:

5.2.1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and

5.2.2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.

5.3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with DCC. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by DCC to Bidders.

5.4. DCC and its Advisers:

5.4.1. do not make any representation or warrant (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with DCC should make their own investigations and independent assessment of DCC and its requirements for this procurement and should seek their own professional technical, financial and legal advice; and

5.4.2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.



- 5.5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
- 5.6. The publication of the Procurement Documents in no way commits DCC to award any contract to deliver the Procurement. DCC reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
- 5.7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to DCC and will not be responsible or owe any duty of care to anyone other than DCC.

## **6. Provision of further information from Bidders prior to making a Bid**

- 6.1. DCC is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise DCC as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, DCC shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

## **7. Procurement Process and costs**

- 7.1. DCC reserves the right at any time:
  - 7.1.1. to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
  - 7.1.2. to amend the terms and conditions of the Procurement Process;
  - 7.1.3. not to consider Bids other than those specified;
  - 7.1.4. to issue amendments or modifications to the ITT;
  - 7.1.5. to alter the timetable to contract award;
  - 7.1.6. to cancel or withdraw from the Procurement Process at any stage; and
  - 7.1.7. not to award a contract and
  - 7.1.8. in the case of a contract in the form of separate lots, to not award all or some of the lots.
- 7.2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will DCC be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where DCC abandons the Procurement Process for any reason.

## **8. Rejection of Bids**

- 8.1. DCC will reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
- 8.2. DCC reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
  - 8.2.1. a Bid is completed incorrectly, is materially incomplete or fails to meet DCC's submission requirements which have been notified to the relevant Bidder;
  - 8.2.2. a Bidder provides inaccurate information regarding a sub-Supplier who is to play a significant role in delivering key requirements;
  - 8.2.3. the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
  - 8.2.4. the Bidder contravene any of the terms and conditions of this ITT;
  - 8.2.5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
  - 8.2.6. Bids or offers by Bidders are made subject to additional or alternative conditions.
- 8.3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, DCC may exclude that Bidder from further consideration pre-contract award. In the event of such an eventuality post contract award, DCC reserves the right to terminate the Contract.
- 8.4. The disqualification of a Bidder will not prejudice any other civil remedy available to DCC and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 8.5. DCC reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
  - 8.5.1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
  - 8.5.2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
- 8.6. Furthermore, before awarding the contract, DCC reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

## **9. Sub-contracting arrangements**

- 9.1. Where the Bidder proposes to use one or more sub-Suppliers to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-Supplier and the key contract deliverables each sub-Supplier will be responsible for.
- 9.2. DCC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to DCC indicates that sub-Suppliers are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify DCC immediately of any change in the proposed sub-Supplier arrangements. DCC reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

## **10. Acceptance of Bids**

- 10.1. Bidders are reminded that no contract is entered into until DCC expressly confirms the same in writing to the successful Bidder and all other relevant parties and declares the relevant contract documents to be unconditional. No dialogue or communication with DCC, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 10.2. The Contract shall be subject to DCC's Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with DCC's Standard Conditions of Contract, the special conditions shall prevail.
- 10.3. Contract terms **will not** be subject to negotiation.

## **11. Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 11.1. DCC is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by DCC in response to a request under either the Act or the EIR (a "Request").
- 11.2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by DCC under the Act or EIR without consulting the Bidder, although DCC will endeavour to consult with the Bidder and consider its views before doing so.
- 11.3. If Bidders consider that any information made available to DCC is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to DCC is marked commercially sensitive, DCC shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind DCC to any duty of confidence by virtue of that marking.
- 11.4. Exemptions to disclosure pursuant to a Request do exist and DCC reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you

are unsure as to DCC's obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

## **12. Intellectual Property**

- 12.1. This ITT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of DCC except in relation to the preparation of a Bid.
- 12.2. All documentation supplied by DCC in relation to this ITT (including all Procurement Documents) is and shall remain the property of DCC and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

## **Appendix 2: Specification**

### **Section 1: Introduction**

#### **1.1 Introduction**

This contract is for the provision of Enforcement Agency Services. These services are required to collect debts due to Devon County Council (DCC) from Debtors failing to pay Penalty Charge Notices (PCN) for road traffic and or/ civil traffic contraventions.

DCC is looking to award a contract for a five-year period with an anticipated contract start date of 1<sup>st</sup> August 2018. There will be annual break clauses allowing DCC to terminate the contract on each anniversary of the contract start date subject to DCC giving each Supplier a minimum two months' written notice.

DCC is looking to award a contract to two Suppliers for the provision of Enforcement Agency services within the geographical areas of both England and Wales. If a Bidder cannot provide full coverage for the geographical areas of both England and Wales they will not be considered for contract award or, if a Contract has been awarded, then DCC shall be entitled to terminate the Contract with immediate effect.

### **Section 2: Service Provision**

#### **2.1 Current Service Provision**

DCC is currently utilising the services of two Enforcement Agency providers for the collection of debts due to DCC from Debtors arising from the issue of PCN's for road traffic and/or civil traffic contraventions.

DCC envisages that the current providers will continue to manage all live cases to conclusion, or expiration of the Warrant whichever should come sooner.

DCC took over Civil Parking Enforcement from the district authorities in April 2014. The first cases to reach debt order for recovery stages were registered in April 2015. The figures shown in the table below represent the current number of cases passed to Enforcement Agents in the financial year April 2016 to March 2017

<b>Year commencing</b>	<b>No. of Road Traffic Debt Collection Cases</b>	<b>Debt Amount</b>
April 2016	7,176	£721,097
<b>Overall Total</b>	<b>7,176</b>	<b>£721,097</b>

DCC estimates a further 1,500 – 2,000 cases will reach the debt recovery stage by award of this contract.

PCN numbers since April 2014 have been consistent at approximately 5,500 cases per month.

## 2.2 New Service Provision

DCC will require the Supplier to recover debts due to DCC from its Debtors arising from the issue of Penalty Charge Notices for road traffic debts and/or civil traffic contraventions. The Supplier will be required to execute the Warrants of control obtained by DCC against motorists who have failed to pay PCN's, issued for contravening the parking and traffic regulations, and to dispose of impounded cars and goods on a non-commercial basis from time to time as instructed.

As cases will continue to progress during this process, it is anticipated that at time of contract award approximately 2,000 cases will be ready to convert to Warrants.

Each Quarter, the Supplier will be expected to achieve a Collection Rate in excess of 35% of all new Warrants allocated on the preceding quarter, excluding those on a payment plan (the “**Objective**”).

## 2.3 Standard Allocation of Work

Subject to section 2.4 below, DCC will allocate 50% of all Warrants to each Supplier with each Supplier receiving Warrants containing surnames drawn from the whole of the alphabet (A – Z) and from all postcodes (the “**Standard Allocation**”). Wherever possible, DCC will attempt to manage the Standard Allocation in such a manner as to avoid Debtors with multiple Warrants having to deal with both Suppliers.

DCC expects each Supplier to meet the Objective as defined above.

DCC reserves the right to vary the Standard Allocation in accordance with section 2.4, below.

## 2.4 Re-allocation of work

Note: This section 2.4 will not apply during the first two full Quarters of the Contract.

This section 2.4 (Re-allocation of work) applies only if all three Conditions, below, are met:

**Condition 1:** during the previous Quarter, a Supplier (“**Supplier A**”) did not meet the Objective.

**Condition 2:** during the previous Quarter, the other Supplier (“**Supplier B**”) met the Objective.

**Condition 3:** during the previous Quarter, Supplier B's Collection Rate was at least 20% higher than Supplier A's Collection Rate.

*Example A: During a Quarter, one Supplier achieves a Collection Rate of 20% and the other Supplier achieves a Collection Rate of 36%. (Conditions 1 and 2 are met but as there is only a 16% difference in the Collection Rate, Condition 3 is not met.)*

*Example B: During a Quarter, one Supplier achieves a Collection Rate of 20% and the other Supplier achieves a Collection Rate of 40%. (Conditions 1, 2 and 3 are met.)*

Where the above three Conditions are met, DCC reserves the right (at its sole discretion) at any point during the current Quarter to vary the Standard Allocation as follows (a “**Varied Allocation**”):

Previous Quarter's difference in Collection Rates between Supplier A and Supplier B	Percentage of work to be re-allocated from Supplier A to Supplier B	New percentage split of Warrants to be allocated to each Supplier
20.0 – 24.9%	15%	Supplier B 65% / Supplier A 35%
25.0 – 29.9%	20%	Supplier B 70% / Supplier A 30%
30.0 – 34.9%	30%	Supplier B 80% / Supplier A 20%
35.0% and above	35%	Supplier B 85% / Supplier A 15%

If DCC decides to make a Varied Allocation, both Suppliers will be notified in writing of this change (including the new percentage split of Warrants to be allocated) giving seven (7) days' notice. No negotiation on this re-allocation of work will be entered into; DCC's decision in this regard will be final.

The Varied Allocation will remain in place beyond the current Quarter unless and until such time as one or more of the three Conditions are no longer met. When one or more of the three Conditions are no longer met, DCC will revert back to the Standard Allocation, giving seven (7) days' notice to both Suppliers.

Where DCC makes a Varied Allocation during a Quarter and, in the following Quarter, all three Conditions continue to be met, DCC may repeat the process set out in this section 2.4 and further vary the allocation of work (any references to 'Standard Allocation' and 'Varied Allocation' shall be interpreted in this context).

## 2.5 Fees

Under this Contract Suppliers must only charges fees to Debtors as stipulated within the TCOG 2014; this includes any subsequent amendments made to these regulations during the period of the contract.

Where an agreed payment plan is entered into between the Enforcement Agent and the Debtor payment allocation will be applied as stated within the TCOG 2014. For avoidance of doubt an example is given below:

Debtor owes £350 after the compliance fee is paid off; original debt owed to DCC is £115 (33% of total) and remaining Enforcement Agents fees are £235 (67%). For each payment made under the agreed payment plan DCC will receive 33% of the payment and the Enforcement Agent will retain the remaining 67%.

Where the Enforcement Agent and the Debtor enter into a payment plan agreement, DCC's part of the payment will be transferred to DCC within five working days of the payment being received from the Debtor.

All fees applied and relevant costs actually incurred through the removal of goods, storage and auction will comply with those found in the Fee Schedule within the TCOG 2014.

Where the proceeds received from the exercise of an enforcement power are less than the amount outstanding (part-payments), they must be applied in accordance with the TCOG 2014.

DCC will not be liable for any unrecoverable costs

## 2.6 Service Specification

The service specification for this contract is stated below within clauses A1 to M6 inclusive.

### **A Insurance Indemnities**

- A1 The Supplier must lodge copies of certificates for insurances with DCC's Representative at the commencement of the Contract. Until these have been received and checked by DCC the Supplier will not receive any cases under this contract.

### **B Policies, legislation and memberships**

- B1 The Supplier will at all times adhere to DCC's guidelines on management of debt recovery cases. These guidelines are stated in paragraph 2.9 of this **Appendix 2 (Specification)**
- B2 The Supplier will at all times act with due regard to the relevant legislation and ensure that all Enforcement Agents have comprehensive knowledge regarding current legislation. All employees will adhere at all times to the CIVEA 'Code of Conduct and Good Practice Guide' and the Ministry of Justice 'National Standards for Enforcement Agents'
- B3 The Supplier will execute all Warrants of control in accordance with the terms of the National Standards for Enforcement Agents and the Taking Control of Goods Regulations 2013 and the Taking Control of Goods (Fees) Regulations 2014. From here-on the following references will be made:
- The Taking Control of Goods (Fees) Regulations 2014 will be referred to as 'TCOG 2014' and The Taking Control of Goods Regulations 2013 will be referred to as 'TCOG 2013'
- B4 The Supplier must be a member of the British Parking Association, the Association of Civil Enforcement Agencies, the Enforcement Services Association or equivalent. Should membership lapse, the Supplier must notify DCC immediately and cease to act upon Warrants which are in their possession.

### **C Information Governance and Data**

- C1 The Supplier will not disclose, exchange or benefit financially from data supplied by DCC. The Supplier, its employees, Enforcement Agents and agents will not divulge to any third party, information which comes into their possession in the course of providing the Service.
- C2 The Supplier may disclose information to official bodies (e.g. police) for the purposes of the prevention and detection of crime and the apprehension and prosecution of offenders if a Director of the Supplier and Senior Manager of DCC both agree that withholding such information would be likely to prejudice an ongoing investigation. When a data request extends to the disclosure of Debtor information the Supplier must direct the request to DCC.
- C3 The Supplier will maintain the security of records and management information for the purposes of providing the Service. DCC is entitled to inspect storage facilities and information systems at any time to ensure compliance and security of personal data, as required under the Seventh Data Protection Principle Schedule 1 to the 1998 Act and Article 32 of the General Data Protection Regulations (2016/679). For this purpose, the Supplier's must have their Information Security Management System accredited to ISO 27001:2005 or equivalent and their Quality Management System accredited to ISO9001:2008 or equivalent



- C4 The Supplier acknowledges that title to all intellectual property rights created as a result of the supply or use of the information or the performance or use of the services or the performance of the contract generally, will rest wholly with DCC as data supplier.

**D Receipt of Instructions**

- D1 The Supplier must transfer and reconcile the record with their IT system prior to starting work on any Warrant. A clear audit trail must be maintained at all times providing a comprehensive history of all activities and outcomes at an individual case level from receipt of instruction through to its ultimate return. These records must be kept up to date.
- D2 The Supplier must, upon receipt of instructions (which will be transferred electronically by DCC's software provider, at the appointed Supplier's head office) create case files on their system within 48 working hours.
- D3 The Supplier must provide (within five working days of receipt of instructions as confirmation of receipt) a report of cases received that DCC may verify the details entered.
- D4 The Supplier must carry out a DVLA on-line verification check on all cases received prior to the commencement of enforcement action. This verification check must be conducted at no cost to DCC.
- D5 The Supplier must follow the process outlined in the TCOG 2013 for Warrants of control issued by DCC.

**E Transfer, reconciliation and maintenance of all computerised records of instructions.**

- E1 The Supplier must support the provision of the specified service with an IT system that has the ability to interface with DCC's IT system via DCC's software provider (currently Chipside) that is capable of:
- Recording all the relevant data relating to the instructions issued by DCC
  - Recording payments, arrangements, enforcement stage reached, action taken to date and other transactions/history relevant to the case, so that the Debtor's/DCC's enquiries can be fully answered on demand
  - Providing adequate controls at input, throughput and output stages
  - Providing control, system and management information reports at an appropriate level as defined and agreed by DCC e.g. showing percentage collection, case status and aged cases with status and balance. These must be able to be viewed electronically with the ability to be printed out if required.
  - Printing individual reports of simple statistical information with complete audit trails including reports such as 'on-hold' cases
- E2 The Supplier will provide access to its IT system, both to send and receive data securely (Warrant information, e-mails, faxes etc.) and to communicate generally. The IT system must;
- Provide DCC with access to identify all fees, itemised individually, which are applied to a Debtors account and tie these into a history of events (i.e. first visit = £xx.).
  - Interact with communication to the Enforcement Agent via mobile phone or a device capable of showing case details to reflect any changing balance or status of the case by the end of the calendar day when the change occurred.
- E3 The Supplier will be responsible for:
- providing and maintaining secure access for approved DCC employees to the Supplier's IT system via the web using password controls, or otherwise via the following:

- providing and maintaining all the hardware and software necessary to establish a two way link with DCC's software provider (currently Chipside) via Secure File Transfer Protocol (SFTP) at no expense to DCC
- ensuring that its communication equipment is fully compatible with DCC's systems
- ensuring that all its data output conforms with the required format specified by DCC's Representative, and is virus free
- keeping records up to date
- keeping detailed records of all monies collected on DCC's behalf for a minimum of 6 years
- registering and complying with all the provisions of the Data Protection Act 1998 and Computer Misuse Act 1990 and subsequent relevant legislation (including but not limited to the General Data Protection Regulations 2016/679)
- regularly reviewing the security arrangements for all aspects of data processing.

- E4 The Supplier must ensure that all transfer of information between their software provider and DCC's software provider must be carried out through the use of an SFTP (DCC's software provider will also transfer all information to the Supplier through an SFTP)
- E5 The Supplier will allow immediate access to its records and accounts pertaining to the service when requested by DCC's Representative.

## **F Authorisation of Enforcement Agents**

- F1 The Supplier should ideally direct employ Enforcement Agents and ensure that they have good local knowledge of the area in which they operate. If sub contracted Enforcement Agents are used they must be trained to the equivalent level of the Suppliers own agents and be fully compliant with the Certification of Enforcement Agents Regulations 2014.
- F2 The Supplier will be responsible for ensuring that all Enforcement Agents, which would include any the Supplier has sub contracted in, are honest, fully trained and competent in their duties and are certified in accordance with the Certification of Enforcement Agents Regulations 2014. Records of all the individual agents engaged on the service will be kept by the Supplier.
- F3 The Supplier will be responsible for ensuring that their Enforcement Agents, which would include any the Supplier has sub contracted in, or any other employees do not speak with the press in relation to cases under this contract without the prior written permission of an Authorised Representative of DCC
- F4 The Supplier must accept that DCC may withdraw its authorisation for specific Enforcement Agents, which would include any the Supplier has sub contracted in, to act on its behalf where it considers that the Enforcement Agent has:
- not represented DCC in a discreet, responsible and polite manner when dealing with the public,
  - failed to maintain the highest ethical standards and processed cases in a sensitive, firm but correct manner in accordance with their professional standards,
  - failed to identify potentially 'vulnerable cases' correctly and referred the individual to their respective welfare departments for further assessment.
  - not acted within the intended scope and spirit of all current legislation and agreed professional standards,
  - spoken with the press about cases under this contract without the prior written permission of DCC, who must be notified immediately of any such contact or request.

- F5 The Supplier must ensure that all Enforcement Agents, whilst working on cases on behalf of DCC at all times:
- carry and show their valid identity card when calling to enforce a Warrant or other task in relation to the performance of the Contract.
  - wear a body camera or device to video and audio record visits to Debtors homes, and any interaction between the agent and the debtor throughout each visit.
  - carry details of the Warrant of execution and be able to show their authorisation to act and/or their current Certificate on demand,
  - be contactable via a mobile phone or other device.
  - carry and use a device capable of showing case details.
- F6 The Supplier must ensure that their recovery procedure will consist of the stages as stated within the TCOG 2014.
- F7 The Supplier may be required to make additional visits and or/send additional letters at DCC's discretion in the interest of collecting the debt in the most efficient manner; there must not be any additional fees attributed to the Debtor or DCC for these additional visits or letters.
- F8 The Supplier must ensure that visits by Enforcement Agents to Debtors should be conducted at different times during the day to ensure the maximum possibility of contacting them. At least one visit can occur outside normal working hours of 9.00 am to 5.30 pm. TCOG Regulations 2013 state that the Enforcement Agent may take control of goods of the Debtor on any day of the week.
- F9 The Supplier must ensure that Enforcements Agents are respectful of the religion and culture of others at all times and that they are made aware of the dates for religious festivals (2018 festivals can be viewed at <https://www.interfaith.org.uk/resources/religious-festivals>. Enforcement Agents must carefully consider the appropriateness of undertaking any recovery action on any day of religious or cultural observance or during any major religious or cultural festival.
- F10 The Supplier when conducting all recovery activities must be conducted in accordance with the TCOG Regulations 2013 as amended, the Traffic Management Act 2004 and any subsequent relevant legislation or amendments.
- F11 The Supplier must act in accordance with standards adopted by the Civil Enforcement Association (CIVEA) the National Standards for Enforcement Agents issued by the Lord Chancellors Department and any other subsequent relevant Standards of Conduct or Practice.
- F12 The Supplier must provide a dedicated team of competent staff to deal with all operational enquiries from DCC's representatives during normal office hours, which is from 8.30 am to 4.30 pm Monday to Friday.

**G Issuing a 'Notice of Enforcement' to Debtors**

- G1 The Supplier must ensure that the Notice of Enforcement must be in accordance with the prescribed document contained specifically in the TCOG 2013 and The Certification of Enforcement Agents Regulations 2014. The current Notice of Enforcement that must be used under this contract can be seen in paragraph 3.0 of this **Appendix 2 (Specification)**
- G2 The Supplier must ensure that, in accordance with the TCOG 2013 regulations, the Notice of Enforcement will give the Debtor seven clear days (excluding Sundays and bank holidays) to make payment or an arrangement before an Enforcement Agent can visit to take control of goods.

## **H Taking Control of Goods**

- H1 The Supplier must only take control of goods in strict accordance with the TCOG 2013
- H2 The Supplier, in all cases where the Debtor is not at the address supplied by DCC, shall take all reasonable steps to trace the Debtor and collect the revenues due to DCC, recording the actions carried out. If a new address is found, the Supplier should inform the Council of the new address details using the TEC approved Warrant re-issue request form. DCC will then seek a new Warrant authorisation from TEC for the updated address details. Enforcement activity should be placed on hold until a new Warrant has been obtained.
- H3 The Supplier's IT system must enable it to identify Debtors previously dealt with and, if the Warrant of control for such Debtors have previously been unenforceable for reasons of having moved without trace, bankruptcy, liquidation, death or absconded. In these circumstances, the new Warrant of control must be returned to DCC with an appropriate report. The minimum return reasons to be supplied are as follows:

<b>Reason for Return</b>	<b>Description</b>
Requested by Council	Late statutory declaration or information from DCC that would suggest the debt is irrecoverable or should not be recovered. Council has reason to recall Warrant such as payment arrangement made, issued in error or other
Debtor deceased	Supplier must obtain a copy of death certificate or other document confirming death
Keeper in liquidation/bankruptcy	Supplier must obtain details of the insolvency such as official receiver details to enable DCC to submit a claim
Keeper absconded / gone away / moved - unable to trace	Supplier must submit investigative reports that led to this conclusion
Nulla bona /insufficient goods	No material gain from removal of goods based on value of items
Other	As determined or agreed by DCC and Supplier e.g. Debtor in prison. Supplier must submit evidence of incarceration
Payment Plan Broken	Payments stopped or ceased by debtor / insufficient funds to complete
Unable to execute Warrant / unable to gain legal entry	Supplier must submit a report on actions taken in attempting to contact the Debtor
Vulnerable Debtor	Debtor assessed by Supplier as meeting 'vulnerable' criteria, for health, wellbeing or financial reasons and as agreed with DCC
Warrant expired	It is not lawful to attempt to execute the Warrant if this is over one year old

## **I Removing Goods, Sale and Disposal of Removed Goods**

- I1 The Enforcement Agent may take control of the debtor's goods, which includes goods of any description, including those in which he has an interest. Only goods to the value of the debt and costs can be taken into control. If there are insufficient goods of a lower value available, then a higher value item may be taken.

I2 The Supplier must ensure that, where goods have been taken control of, the Enforcement Agent will issue the relevant notices as directed by TCOG 2013 and prescribed in the TCOG 2014

I3 The Supplier must, where goods are removed, comply with all notices required at point of valuation through to removal and notice of sale and auction, in accordance with the TCOG 2013.

#### **J Telephone enquiries / Written Correspondence**

J1 The Supplier will employ sufficient and competent personnel to respond to telephone enquiries from Debtors between the hours of 7.00 am and 8.00 pm Monday to Friday and between 8.00 am to 4.00 pm on Saturdays. Outside these hours a 24 hour automated service must be provided to enable Debtors to make a payment.

J2 The Supplier must ensure that all written communications issued must include an address, telephone number and, where possible, a specific person whom the Debtor can contact.

J3 The Supplier must respond to all correspondence from Debtors or DCC warranting a reply within ten working days of receipt.

J4 The Supplier must respond to all correspondence received from an Authorised Representative of DCC, marked as urgent, that deals with a Councillor's or MP's (or person of a similar standing) complaint within five working days of receipt.

J5 The Supplier must use the Enforcement Notice format as prescribed by the TCOG 2013. The current format is shown in paragraph 3.0 (Enforcement Notice) of this **Appendix 2 (Specification)**. All other forms and letters required for use under this contract must be approved by DCC prior to use. Throughout the duration of this contract DCC and the Supplier will review these letters and forms as and when required. Changes to these forms will be made where deemed appropriate by DCC for the more effective operation of this contract,

J6 The Supplier will retain copies of all correspondence received from Debtors throughout the contract and for a minimum of one year after the expiry of the contract. Where financial information is included this must all be kept for a minimum period of five years after the closure of each individual case.

#### **K Finance: Provision of and Administration of Payments, Banking & Accounts**

K1 The Supplier will provide and administer Debtor payments by all the following methods:

- cash,
- cheque,
- postal order,
- credit and debit card,
- giro bank / giro bank credits,
- bankers draft, and
- online payment facilities (to include the ability to pay via PayPal, Credit Card and Debit card)

K2 The Supplier must provide a receipt for all payments made by Debtors.

K3 Although the intention must be to try and recover the debt as quickly as possible, this must not be done by causing hardship, and must be done in accordance with the Supplier's Vulnerability policies and in accordance with all relevant equalities legislation.

- K4 The Enforcement Agent should attempt, where practicable, to agree instalment facilities and procedures between them and the Enforcement Agent at point of first contact. Outstanding PCN debts should be paid within 12 weeks, but this can be extended in 4 week blocks up to 24 weeks if doing so would increase the chance of a payment plan being completed in full. All payment plans should be paid in full within the lifetime of the Warrant and Enforcement Agents must not be discouraged from offering payment plans to Debtors where this is deemed the most appropriate option.
- K5 The Supplier must maintain a dedicated bank account (a client account) for the specific purposes of this Contract, and the Supplier will be responsible for all the bank charges including chargebacks and any other costs associated with administering the account
- K6 The Supplier must ensure that all monies collected on behalf of DCC are paid into the account either the same day or if not practicable by close of business the next working day.
- K7 The Supplier must ensure that once every week the full amount of all monies paid by Debtors through a cheque and BACS to cover DCC debt collected the previous week is paid to DCC. Corresponding remittance statement must be submitted to DCC at the same time giving a schedule of fees and charges paid by each Debtor.
- K8 The Supplier must, as a last resort, post unidentified payments to a suspense account. Each month steps must be systematically taken to clear the account so that all payments are allocated to the correct Debtor account.
- K9 The Supplier must provide DCC's Representative with the following information on a weekly basis:
- A schedule setting out all monies banked in the relevant period, including at an individual transaction level, the account and Warrant reference details, payees name, payment date and amount, amount paid to DCC, a Supplier's breakdown of fees/costs and amount collected against them (transmitted electronically)
  - Details of the returned Warrants and documentation history (transmitted electronically)
  - Details of paid Warrants and documentation history (transmitted electronically).
- K10 The Supplier will return case records within five working days of the case either being paid in full or being identified as uncollectable.

## **L Performance Monitoring, Reporting and KPI's**

- L1 The Supplier and DCC will hold an initial review meeting 4 weeks after the start of the Contract. It is envisaged that bi-monthly meetings will then be held up to month 6 of the contract followed by quarterly reviews thereafter throughout the contract. Meetings may be a combination of face-to-face, telephone or video conference. The Supplier must ensure that the Account Manager attends and participates in these meetings.
- L2 The Supplier must provide all Key Performance Indicator (KPI) information to DCC every month within seven working days of the previous months end to ensure precise monitoring of the Contract. The Key Performance Indicators (KPI's) applicable to this Contract are shown within paragraph 2.7 of this **Appendix 2 (Specification)**.
- L3 The Supplier will supply DCC with a monthly statistics report containing a breakdown of all payments received and cases returned with DCC's Authorised Representative able to request and liaise with the dedicated Account Manager to create any bespoke reports required. The Supplier will agree any further reporting requirements with DCC's Authorised Representative.

- L4 The Supplier will provide such other information, and in such a format, as may be reasonably required from time to time by DCC's Authorised Representative.
- L5 The Supplier must return all open / live Warrants to DCC within 12 months of receipt unless there is a payment arrangement in place or DCC has requested the Supplier to carry out further investigations, or authorisation has been given by DCC to an extension of time as the Supplier believes that recovery is likely.

**M Exit Strategy upon termination or expiry of the Contract**

- M1 Upon termination or expiry of the Contract the Supplier must return all un-actioned Warrants to DCC within five working days of the Contract termination date.
- M2 The Supplier must complete all live cases, including those on payment agreements, until all outstanding debts and fees are collected or the Warrant expires.
- M3 The Supplier must immediately return any Warrants that have been sent in error by DCC after termination or expiry of the Contract. The Supplier must immediately return it to the issuing court and must not commence any work under that Warrant or order.
- M4 Upon termination or expiry of this contract the Supplier must continue to manage all live cases to conclusion or expiration of the Warrant whichever should come sooner. If the expiration of Warrant comes first the un-actioned Warrant must be returned to DCC within five working days of expiration. During this period the Supplier must continue to carry out work on behalf of DCC following the specification and all terms and conditions of this contract.
- M5 The Supplier must not charge DCC for any costs associated with implementing the exit strategy.
- M6 The Supplier must work to reconcile any monies within the suspense account to the correct Debtor account (see clause K8) within ten working days of termination or expiry of the Contract. If any monies remain in the suspense account after this time these must be transferred to DCC within a further five working days. DCC will notify the supplier of the bank sort code and account for all monies to be returned to.

**2.7 Key Performance Indicators (KPI's)**

The KPI's applicable to this Contract can be seen in the pdf document below.



KPI's.pdf

Where the Supplier's organisation is a UK incorporated company whose equity share capital is officially listed on the main market of the London Stock Exchange; or in the European Economic Area; or is admitted to dealing on either the New York Stock Exchange or NASDAQ, the Supplier will be required to provide to DCC's Environment and Sustainability Policy Officer the following KPI's on an annual basis:

- the organisation's annual total carbon emissions in the public domain
- the annual carbon emissions associated with delivering the Contract; and
- the organisation's reduction goals.

## 2.8 Penalty Points

For each Key Performance Indicator (KPI), where in each Quarter, Suppliers do not meet the Acceptable Service Levels in respect of the Performance Required (as stated in the KPI table in paragraph 2.7 above) penalty points will be attributed based on the severity of failure to meet the Acceptable Service Levels.

DCC will notify Suppliers of any penalty points incurred each Quarter. Each penalty point will expire six months from the date it has been incurred.

If a Supplier incurs 20 or more penalty points per quarter, in any two (2) consecutive Quarters, this shall constitute a Default under the Contract. If a Default occurs, DCC may (but shall not be obliged) to exercise any rights and remedies it has under the Contract, including but not limited to exercising rights under clause 19.5 (Liability) and clause 23 (Termination) of the Standard Terms and Conditions.

## 2.9 Guidelines on Management of Debt Recovery



Guidelines on  
management of Det

## 3.0 Notice of Enforcement



Notice of  
Enforcement.pdf



### **Appendix 3: Contract**

The Standard Terms and Conditions applicable to this Contract are as per the pdf document 'Standards Terms and Conditions' below



Standard Terms and  
Conditions.pdf

**Appendix 4: Certificates**

**TENDER FOR ENFORCEMENT AGENCY SERVICES**

**CERTIFICATE OF NON- COLLUSION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To Devon County Council ("DCC")

The essence of the public Procurement process is that DCC shall receive bona fide competitive Bids from all Bidders. In recognition of this principle I/We certify that this is a bona fide Bid, intended to be competitive and that I/we have not fixed or adjusted the amount of the Bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

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) communicate to a party other than DCC the amount or approximate amount of my/our proposed Bid (other than in confidence in order to obtain quotations necessary for the preparation of the Bid);
- b) enter into any agreement or arrangement with any other party that he shall refrain from submitting a Bid or as to the amount of any Bid to be submitted;
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other Bid or the proposed Bid; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

- the word "person" includes any person, body or association, corporate or incorporate
- the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.
- the word "Bid" includes all ITT submissions

SIGNED .....

POSITION .....

On behalf of .....

Date .....

**TENDER FOR ENFORCEMENT AGENCY SERVICES**

**CERTIFICATE OF NON-CANVASSING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To Devon County Council ("DCC")

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for Enforcement Agency Services

- canvassed any member, employee, agent of DCC
- undertaken to unduly influence the decision-making process of DCC
- undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

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 do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

SIGNED .....

POSITION .....

On behalf of .....

Date .....

**Appendix 5 : Contractual Undertaking**

**TENDER FOR ENFORCEMENT AGENCY SERVICES**

**CONTRACTUAL UNDERTAKING**

**To Devon County Council ("DCC")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by DCC of my / our Bid either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such Specifications (if any), as are contained or incorporated in DCC's ITT. I / We agree and declare that the acceptance of this Bid by letter on behalf of DCC, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by DCC, will enter into a further agreement for the due performance of the contract.

\*Signed: ..... Date: .....

Name: (in block capitals):  
.....

In the capacity of: ..... on behalf of: .....  
(State official position, i.e. Director, Manager, Secretary etc.).

Company Name and postal address:.....  
.....

Telephone No: .....

Fax No:.....

E-mail: .....

\*Company Registration Number and legal form:.....

\*It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed.

## **Appendix 6: Suitability Assessment Questionnaire**

### **Instructions to Bidders**

- 1.1 This Suitability Assessment Questionnaire asks for financial and technical information from Bidders. The financial information which we are asking Bidders to provide allows DCC to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows DCC to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet DCC's needs.
- 1.2 DCC intends to review the responses provided by Bidders and evaluate those responses using the criteria and weightings and following the methodology explained below.

#### **Selection Evaluation Matrix**

- 1.3 In completing this Suitability Assessment Questionnaire, Bidders should not assume that DCC has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating submissions, except as set out in paragraph 1.4 below, DCC will only consider information provided in response to the SAQ.
- 1.4 Notwithstanding paragraph 1.3 above, DCC may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's submission is false, misleading or inaccurate.
- 1.5 DCC will assess Suitability Assessment Questionnaire responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria are set out in the Pass/Fail Criteria Matrix below:

<b>Pass/Fail Criteria Matrix</b>			
<b>Level 1 Criteria</b>	<b>Level 2 Criteria Question No.</b>	<b>Level 2 Criteria</b>	<b>Available Scores</b>
Section 2: Economic and Financial Standing	2.1	Financial Standing	Pass / Fail
Section 3: Insurance	3.1a	Public Liability Insurance	Pass / Fail
Section 3: Insurance	3.1b	Employers Compulsory Liability Insurance	Pass / Fail
Section 4: Contract Requirements	4.1	Geographical Areas	Pass / Fail
Section 4: Contract Requirements	4.2	Payment Methods	Pass / Fail
Section 4: Contract Requirements	4.3	IT System	Pass / Fail
Section 4: Contract Requirements	4.4	Online facility	Pass / Fail
Section 4: Contract Requirements	4.5	Dedicated vulnerability team	Pass / Fail

Pass/Fail Criteria Matrix			
Level 1 Criteria	Level 2 Criteria Question No.	Level 2 Criteria	Available Scores
Section 4: Contract Requirements	4.6	Body worn cameras	Pass / Fail
Section 4: Contract Requirements	4.7	Lapse of membership	Pass / Fail
Section 4: Contracts Requirements	4.8	Information Security Management System	Pass / Fail
Section 4: Contract Requirements	4.9	Quality Management System	Pass / Fail
Section 4: Contract Requirements	4.10	Certification of Enforcement Agents Regulations 2014	Pass / Fail
Section 4: Contract Requirements	4.11	Vulnerability policies	Pass / Fail
Section 4: Contract Requirements	4.12	Contract termination	Pass / Fail
Section 5: Equality, Sustainability and Legislation	5.1	Equality Standards	Pass / Fail
Section 5: Equality, Sustainability and Legislation	5.2	Environmental legislation	Pass / Fail
Section 5: Equality, Sustainability and Legislation	5.3	Online security, personal data, disabilities and equalities legislations	Pass / Fail

### Methodology

1.6 The information requested and submitted in response to Section 2 to Section 5 inclusive the suitability assessment questions in section 1.7 below will be evaluated and assessed by DCC in the following way:

- Question 2.1 (Economic and Financial Standing). Where the Bidder has indicated that they will provide the requested documentation i.e. they have answered 'Yes', they will pass the selection criterion. Where the Bidder has indicated that they are unable to provide the requested documentation i.e. they have answered 'No', they will fail the selection criterion and their Bid will be excluded.

The following appraisal will also be undertaken of the winning Bidder's submission only. DCC will undertake an assessment of the circumstances of the Contract and the Bidder and this may include the following approach:

A broad financial appraisal of the Bidder will be undertaken to determine financial capacity, health and dependency. This appraisal will be used to inform an assessment of risk. In making this assessment, DCC will appraise a range of financial information applying a broad commercial perspective, including an appraisal of the financial statements submitted by the Bidder, current and liquidity ratios and an appraisal of other relevant sources of financial information, including but not limited to Equifax reports and gazette information. DCC will use the outcomes of this appraisal to determine the financial standing of the Bidder and in its opinion the level of risk to DCC

and as such whether a guarantor will be required. . Where the appraisal indicates to DCC that the Bidder is a clearly unrealistic bidder with inadequate resources and without, in its opinion, adequate financial support guarantees, DCC reserves the right to reject the Bidder's Bid.

- Question 3.1a (Insurance). Where the Bidder is presently complying with the stipulated insurance requirements, or has indicated that they will obtain the requisite insurance prior to the contract start i.e. they have answered 'Yes', the Bidder will pass this selection criterion. Where the Bidder responds 'No', the Bidder will fail the selection criterion and will be excluded from the Procurement Process.
- Question 3.1b (Insurance). Where the Bidder is presently complying with the stipulated insurance requirements, or has indicated that they will obtain the requisite insurance prior to the contract start i.e. they have answered 'Yes', the Bidder will pass this selection criterion. Where the Bidder responds 'No', the Bidder will fail the selection criterion and will be excluded from the Procurement Process.
- Question 4.1 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.2 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.3 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.4 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.5 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.6 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.7 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.8 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.9 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.

- Question 4.10 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 4.11 (Contract Requirements). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.

Question 4.12 (Contract Requirements). Where the Bidder responds 'No' they will pass the selection criterion. Where the Bidder responds 'Yes', DCC will consider the statement provided and may exclude the Bidder from the Procurement Process if they have been unable to demonstrate to DCC's reasonable satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.

- Question 5.1 (Equality, Sustainability and Legislation). Where the Bidder responds 'Yes' they will pass the selection criterion. A 'No' response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
- Question 5.2 (Equality, Sustainability and Legislation). Where the Bidder responds 'No' they will pass the selection criterion. Where the Bidder responds 'Yes', DCC will consider the statement provided and may exclude the Bidder from the Procurement Process if they have been unable to demonstrate to DCC's reasonable satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.
- Question 5.3 (Equality, Sustainability and Legislation). Where the Bidder responds 'No' they will pass the selection criterion. Where the Bidder responds 'Yes', DCC will consider the statement provided and may exclude the Bidder from the Procurement Process if they have been unable to demonstrate to DCC's reasonable satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.

## 1.7 Questions for completion by Bidder

Section 1	Bidder information	
Question number	Question	Response
1.1(a)	Full name of the bidding organisation	
1.1(b) (i)	Registered office address (if applicable)	
1.1(b) (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	



<b>1.1(f)</b>	Charity registration number (if applicable)	
<b>1.1(h)</b>	Registered VAT number	
<b>1.1(k)</b>	Trading name(s) that will be used if successful in this procurement	
<b>1.1(l)</b>	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
<b>1.1(o)</b>	Details of immediate parent company:  - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	
<b>1.1(p)</b>	Details of ultimate parent company:  - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	

#### Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

<b>Section 1</b>	<b>Contact Details and Declaration</b>	
<b>Number</b>	<b>Question</b>	<b>Response</b>
<b>1.2(a)</b>	Contact name	
<b>1.2(b)</b>	Name of organisation	
<b>1.2(c)</b>	Role in organisation	
<b>1.2(d)</b>	Phone number	
<b>1.2(e)</b>	E-mail address	

<b>1.2(f)</b>	Postal address	
<b>1.2(g)</b>	Signature (electronic is acceptable)	
<b>1.2(h)</b>	Date	

<b>Section 2 Economic and Financial Standing</b>			
<b>Number</b>	<b>Question</b>	<b>Response</b>	
2.1	Are you able to provide a copy of your audited accounts for the last two years if required, or if not,	Yes	
	(i) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation, or	No	
	(ii) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position, or		
	(iii) An alternative means of demonstrating financial status if any of the above are not available		

<b>Section 3 Insurance</b>			
<b>Number</b>	<b>Question</b>	<b>Response</b>	
3.1	Please self-certify whether you already have, or can commit to obtain prior to the commencement of the contract the levels of insurance stated below:		
	a) Public Liability to a minimum level of £5 million	Yes	
		No	
	b) Employers (Compulsory) Liability to a minimum level of £5 million.	Yes	
		No	
	<b>Please note this is not required for sole traders</b>	N/A as sole trader	

<b>Section 4 Contract Requirements</b>			
<b>Number</b>	<b>Question</b>	<b>Response</b>	
4.1	Please confirm that you already provide or commit to provide for the purposes of fulfilling the requirements of this prior to the commencement of the contract, Enforcement Agency Services throughout the geographical areas of both England and Wales throughout the duration of the contract.	Yes	
		No	
4.2	Please self-certify whether you already have, or will commit to have prior to the commencement of the contract, provision to administer Debtor payments by <b>all</b> the following methods: Credit and / or Debit Card Giro Bank	Yes	

	Cheque Postal Order BACS Bankers Draft Cash Paypoint PayPal	No	
4.3	Please self-certify whether you already have, or you will commit to, prior to the commencement of the contract, support the provision of the specified service with an IT system that has the ability to interface with DCC's notice processing system via DCC's software provider (currently Chipside)	Yes	
		No	
4.4	Please self-certify whether you already have, or will commit to have prior to the commencement of the contract, an online real-time facility that can be accessed by DCC staff to enable them to do <b>all</b> of the following: View case details View case documents that have been sent to the Supplier by the Debtor. Update case information by adding notes Advise on change of addresses Request cases to be returned or held  Please note that all changes should be done in real time so that Enforcement Agents or DCC see the latest information	Yes	
		No	
4.5	Please self-certify whether you already have, or will commit to have prior to the commencement of the contract a dedicated team who are fully trained to assess any claims made by Debtors regarding vulnerability as set out by the Safeguarding Vulnerable Groups Act 2006 and the Equalities Act 2010, and who will advise DCC of any cases where a vulnerable Debtor has been identified	Yes	
		No	
4.6	Please self-certify that your Enforcement Agents are already, or that your organisation commits to your Enforcement Agents being equipped with body worn audio cameras prior to the commencement of the contract.	Yes	
		No	
4.7	Please self-certify that, should your organisation membership lapse (as per Service Specification B4) you will notify DCC and cease to act on Warrants immediately	Yes	
		No	
4.8	Please self-certify whether you already have, or will commit to have prior to the commencement of the contract accreditation of your Information Security Management System to ISO27001:2005 or equivalent	Yes	
		No	
4.9	Please self-certify whether you already have, or will commit to have prior to the commencement of the contract accreditation of your Quality Management System to ISO9001:2008 or equivalent	Yes	
		No	

4.10	Please self-certify whether your Enforcement Agents are already, or that your organisation commits to your Enforcement Agents being certified in accordance with the Certification of Enforcement Agents Regulations 2014	Yes	
		No	
4.11	Please self-certify that you currently, or will commit to prior to commencement, always seek to recover debt as quickly as possible, but in a manner consistent with your Vulnerability policies, and compliant with relevant equalities legislation.	Yes	
		No	
4.12	Within the last three years has your organisation had any contract terminated by the client before its expiration date?	Yes	
		No	
4.12a	If you responded 'Yes' to 4.12 above, please provide full details below of the client name, date of award & termination, reasons for termination and any remedial steps subsequently taken		

Section 5 Equality / Sustainability / Legislation			
Number	Question	Response	
5.1	As a Council DCC is committed to promoting equality and celebrating diversity within our services and our workplace. All organisations that supply goods or services to the Council are required to meet our Equality Policy ( <a href="https://new.devon.gov.uk/equality/policy-and-legislation/equality-policy">https://new.devon.gov.uk/equality/policy-and-legislation/equality-policy</a> ) and operate in accordance with the policy without exception. Please confirm that you are willing to commit to operating by these Equality Standards throughout the whole duration of this contract including any extension periods.	Yes	
		No	
5.2	Within the last five years, has your organisation been subject to any prosecutions, infringement notices or other actions by the Environment Agency (or equivalent agency) in respect of any breach or suspected breach by the potential Bidder of environmental legislation?	Yes	
		No	
5.2a	If you responded 'Yes' to 5.2 above, please provide full details of the nature of the notice or action and any remedial steps subsequently taken by you.		
5.3	Within the last three years, has your organisation been subject to any prosecutions, infringement notices or other actions by the Environment Agency (or equivalent agency) in respect of any breach or suspected breach by the potential Bidder with regards to online security, personal data, disabilities or equalities legislations?	Yes	
		No	

5.3a	If you responded 'Yes' to 5.3 above, please provide full details of the nature of the notice or action and any remedial steps subsequently taken by you.
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## Appendix 7: Award Criteria

**Table 1: Evaluation Criteria and Weightings**

	Criteria	Weighting for Bid Evaluation
A	Quality	Pass / Fail (Question P1)
A	Quality	100%
<b>TOTAL</b>		<b>100%</b>

**Table 2: Detailed Criteria and Weightings**

Criteria	Criteria Weighting	Level 1 Sub-Criteria	Level 1 Sub-Criteria Weighting	Level 2 Sub-Criteria	Level 2 Sub-Criteria Weighting
Quality	N/A	Pass / Fail	N/A	P1 Body worn audio cameras	Pass / Fail
Quality	100%	Quality Criteria A: Maximising Collections	40%	Q.A1 Forecast Recovery Rates	25%
				Q.A2 Driving Up Recovery Rates	15%
		Quality Criteria B: Business Processes	40%	Q.B1 Monitoring Staff Activities	25%
				Q.B2 Policies and Procedures for Vulnerable Debtors	15%
		Quality Criteria C: Staffing	10%	Q.C1 Performance, Training and Development	10%
		Quality Criteria D: ICT	10%	Q.D1 Debt Recovery System	10%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>		<b>100%</b>	

## Appendix 8: Quality Questions

### QUESTIONS BIDDERS ARE REQUIRED TO ANSWER

The responses to the questions in this Appendix will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Appendix 7 (Award Criteria) and familiarise yourself with this before completing this Appendix.

Bidders should be aware that there is a word count limit for certain questions; please see paragraphs 2.19 and 2.20 of Section 2 (Timetable and Process) for information on how word count limits are treated. Bidders should be aware that there is a restriction on attachments; please see paragraphs 4.19 to 4.21 of Section 4 (Submission Instructions) for information on how attachments are treated.

For question P1 (body worn audio cameras) only

Where the Bidder responds 'Yes' to this question they will be considered for the award of the contract, based upon their final evaluation score. A 'No' response to this question will mean that the Bid will be rejected and no further evaluation will be undertaken.

#### Question P1 (body worn audio cameras)

**This is a Pass / Fail question**

Bidders to confirm that at all times on this contract, body worn audio cameras will be activated and will record all enforcement visits, any action taken and any interaction with the Debtor or other individuals at the address where enforcement action may be pending or is being undertaken.

Yes

No

#### Criteria A – Maximising Collections

##### Q.A1 Forecast Recovery Rates

**Maximum Score for this question is 7. Weighting for this question is 25%**

State what forecast recovery rate you will work to achieve for the first year of the contract for each of the following three enforcement stages; you must provide a rationale to support your rates.

- Compliance Stage,
- Enforcement Stage
- Sale / Disposal Stage)

**Your response to this question must be limited to no more than 1,000 words.**

**Bidders must not submit any attachments in their response to this question**

**Bidder to put their response to Q.A1 here**

<b>Criteria A – Maximising Collections</b>
<b>Q.A2 Driving Up Recovery Rates</b> <b>Maximum Score for this question is 7. Weighting for this question is 15%</b>
<p>Explain how you will drive up recovery rates throughout the life of this contract</p> <p><b>Your response to this question must be limited to no more than 750 words.</b>  <b>Bidders must not submit any attachments in their response to this question</b></p>
<p><a href="#">Bidder to put their response to Q.A2 here</a></p>

  

<b>Criteria B – Business Processes</b>
<b>Q.B1 Monitoring Staff Activities</b> <b>Maximum Score for this question is 7. Weighting for this question is 25%</b>
<p>Describe how the activities of staff (back room staff &amp; Enforcement Agents) will be monitored to ensure:</p> <ul style="list-style-type: none"> <li>• that actual visits are being made to premises,</li> <li>• that any repeat visits, if required, are carried out at different times of the day and are being organised and carried out in the most efficient and effective manner,</li> <li>• communication with a customer whose first spoken language is not English or who appear to be visually or hearing impaired is effective and fully understood,</li> <li>• how Enforcement Agents determine payment arrangements and length of arrangements for each stage of the recovery process and how these are managed,</li> <li>• that Enforcement Agents' engagement with Debtors is in line with the Ministry of Justice TCOG; National Standards April 2014</li> </ul> <p>Your response should include reference to equipment provided to and used by your staff for monitoring purposes</p> <p><b>Your response to this question must be limited to no more than 1,000 words.</b>  <b>Bidders must not submit any attachments in their response to this question</b></p>
<p><a href="#">Bidder to put their response to Q.B1 here</a></p>



<b>Criteria B – Business Processes</b>
<b>Q.B2 Policies and Procedures for Vulnerable Debtors</b> <b>Maximum Score for this question is 7. Weighting for this question is 15%</b>
<p>Describe what policies and procedures you will have in place to deal with Debtors who appear to be vulnerable or who have stipulated to either the Enforcement Agent or to back office staff that they are vulnerable?</p> <p><b>Your response to this question must be limited to no more than 750 words.</b>  <b>Bidders <u>must not</u> submit any attachments in their response to this question</b></p>
<p><a href="#">Bidder to put their response to Q.B2 here</a></p>

<b>Criteria C – Staffing</b>
<b>Q.C1 Performance, Training and Development</b> <b>Maximum Score for this question is 7. Weighting for this question is 10%</b>
<p>Describe how your staff are trained in accordance with Part 3 of the Tribunal, Courts &amp; Enforcement Act 2007 and the Taking Control of Goods Act 2013 both of which came into effect on 6<sup>th</sup> April 2014.</p> <p>Your response should include but may not necessarily be limited to:</p> <ul style="list-style-type: none"> <li>• the induction process you have in place for new Enforcement Agents and back office staff,</li> <li>• how the different members of your organisation are kept up to date with changes in legislation within the enforcement industry,</li> <li>• details of any external agencies used to provide the training and their professional standing.</li> <li>• demonstrate how you will ensure the Continuing Professional Development of your staff (include specific training courses offered and schedules of training undertaken by staff members)</li> </ul> <p>(Please note that proof of training for staff members working on this contract may be requested throughout the duration of the contract)</p> <p><b>Your responses to this question must be limited to no more than 1,000 words.</b></p> <p><b>Bidders <u>must</u> attach a template training record to show how staff Continuous Professional Development (CPD) is recorded and appraised in their response to this question. Please note that this attachment <u>will not</u> count towards the 1,000 word limit</b></p>
<p><a href="#">Bidder to put their response to Q.C1 here</a></p>

<b>Criteria D – ICT</b>
<b>Q.D1 Debt Recovery System</b>
<b>Maximum Score for this question is 7. Weighting for this question is 10%</b>
<p>Describe the debt recovery system that you will use, to include details of;</p> <ul style="list-style-type: none"><li>• how you will transfer data files to DCC,</li><li>• how cases to be reallocated to another Enforcement Agency will be returned or resent,</li><li>• how you will ensure records on action taken, fees added or payments received are kept up-to-date</li><li>• how long records are retained once closed, and</li><li>• what management information or reports on council caseloads can be accessed by DCC directly.</li></ul> <p><b>Your response to this question must be limited to no more than 750 words.</b> <b>Bidders must not submit any attachments in their response to this question</b></p>
<p><b>Bidder to put their response to Q.D1 here</b></p>

## Appendix 9: Additional Documents

Please download the additional documents below and complete in accordance with the instructions at paragraphs 1.18 & 1.19 of **Section 1 (Introduction)** and **Section 6 (Bid Checklist)** of the ITT.

### Additional Document A - Data Processing Agreement



Data Processing  
Agreement V5.doc

### Additional Document B – Information Security Questionnaire



Information Security  
Questionnaire.doc

I / We the undersigned DO HEREBY confirm that I / we have reviewed the Additional Documents in this Appendix 9 and undertake that on the acceptance by DCC of my / our Bid either in whole or in part I / we will enter into these Additional Documents.

\*Signed: ..... Date: .....

Name: (in block capitals):  
.....

In the capacity of: ..... on behalf of: .....  
(State official position, i.e. Director, Manager, Secretary etc).

Company Name and postal  
address:.....  
.....

Telephone No: ..... Fax No:.....

E-mail address: .....

\*Company Registration Number and legal form: .....

Vat Registration Number: .....