



Volume One (1)

Instructions and Information

Applicants should read this Volume first

**T084SHWD South Hams and West Devon
Money Advice Services**

If you need the Tender documents in another language, print size or colour, braille, BSL, as an e-mail attachment, on audio tape or disk - phone 01626 215818 or e-mail equality@teignbridge.gov.uk

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1 Definitions

Applicant	Shall mean the organisation responding to the Invitation to Tender (ITT)
Award	Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Authority	Shall mean the lead Authority named within this procurement documentation
Bid	Shall mean the Applicant's response to the Invitation to Tender (ITT)
Commercially Sensitive information	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss
Consortia/Consortium	Shall mean two (2) or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015)
Contract	Shall mean the Agreement between the Authority and Contractor for the execution of the Goods/Works or Services, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Contracting Authority	Shall mean the Authority and any other organisation on whose behalf the Authority may be working
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority
Debt Relief Intermediary	Shall mean a person or organisation that holds a licence to negotiate Debt Relief Orders
Debt Relief Order	Shall mean an order that a person can apply for if that person is unable to afford to pay their debts
Disclosure and Barring Service	Shall mean a Home Office scheme which helps employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups including children
Eligible Users	Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Authority may be establishing the arrangements
Employers' Liability (Compulsory Insurance)	Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.

	<p>By law, an employer must have EL insurance and be insured for at least £5 million. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland.</p> <p>If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers' Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers' Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.</p>
Housing Options Team	Shall mean a section of the Housing Department that offers advice and assistance to households in housing need
ITT	Shall mean Invitation to Tender
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
Local Discretionary Welfare Support Scheme	Shall mean the scheme that provides assistance in the form of advice, goods or vouchers to help individuals or families facing exceptionally difficult circumstances or situations.
MEAT	Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the Contract
Money Advice Session	Shall mean an interview with a money advisor to review income, expenditure, budgeting advice and discuss options for managing debts
Money Advice Trust	Shall mean an organisation that promotes good practice and quality assurance in the money advice sector
Official Purchase Order	Shall mean the Authority's Official Purchase Order, to which these conditions apply
Professional Indemnity Insurance	Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs. Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.
Public Contracts Regulations	Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at http://www.legislation.gov.uk/uksi/2015/102/contents/made
Public Liability Insurance	<p>Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home').</p> <p>It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.</p>

	Premiums are based on the type of business and rated on an estimate for the level of activity of the business.
Selection	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 28 of the Public Contracts Regulations 2015
Selection Questionnaire	Shall mean the pro-forma that all Applicants will be required to complete and submit as part of their Bid, pursuant to Regulation 28 of the Public Contracts Regulations 2015
Service/s	Shall mean any action/s by the Contractor required by the Contract
Service User	Shall mean the client engaged with and in receipt of the Service
Specification	Shall mean the detailed description of the Authority's requirements
Staff	Shall mean all persons employed or engaged by the Contractor and/or any Subcontractor to perform its obligations under the Contract together with the Contractor and/or any Subcontractor's servants, consultants, agents, suppliers and Subcontractors used in the performance of its obligations under the Contract (in each case excluding the Agency Worker(s))
Submission	<p>Shall mean the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted in accordance with the 'Submitting the Tender Response' section of the ProContract Supplier Guide entitled 'The Tender Process within ProContract', which can be found from the 'Help' screen on the system.</p> <p>Applicants will not e-mail their Bids directly to any named person/s within the Authority or to any of the Authority's generic e-mail addresses.</p> <p>Applicants will not attach their Bids to any part of the ProContract system other than described within the document referred to above.</p> <p>Applicants will not send their Bids to the Authority in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.</p> <p>Any Submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.</p>
Supplying the South West	Shall mean the e-Tendering portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically
Tender	<p>Shall mean Invitation to Tender</p> <p>Shall mean your written offer to Contract Goods/Works or Services at the cost/s or rate/s specified in any subsequent documentation</p>
Volume One (1) Instructions and Information	Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted, the way in which the documentation should be completed and shall contain information pertaining to the procurement including the specification
Volume Two (2) Applicant's Offer	Shall mean the document containing the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the

Applicant's organisation

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2 Instructions

2.1 Authority's Warranties and Disclaimers

The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Authority's criteria and the Authority may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.

2.2 Bribery Act

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

2.3 Freedom of Information Act

The Authority is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"). The Act provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA.

In the absence of special circumstances, any part of the Tender documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA.

In respect of any completed Bid, where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted Bid at Volume Two (2) Applicant's Offer with an explanation setting out what exemption it considers applicable and the reasons for it. The Authority may have regard to this explanation when considering its response to FOIA requests.

The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance (http://www.ico.gov.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information.aspx) which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Applicants are further advised that, if the Authority considers this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

2.4 Counter Terrorism and Security Act 2015

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have "due regard to the need to prevent people from being drawn into terrorism". The Act requires the Authority to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.legislation.gov.uk/ukpga/2015/6/contents>.

2.5 Study of the Document

Documents issued by the Authority to a prospective Applicant must not be passed on to a third party without the express permission of the Authority.

Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.

The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

The Applicant's price shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.

The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

2.6 Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Authority to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Goods/Services or Works will be sub-contracted.

Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Authority recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Contractor and in any event as soon as that change is known. The Authority may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Authority's evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Authority reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.

2.7 Ownership

The procurement documentation and all copies thereof are and shall remain the property of the Authority and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

2.8 Discrepancies, Omissions and Enquiries concerning the Documents

Should the Applicant find discrepancies in, or omissions from, the documents, the Authority shall be immediately notified by the Applicant via the Supplying the South West e-Tendering portal.

Should any additions or deletions arising from such notification, or in the event that the Authority requires an amendment to be made, these will be issued by the Authority to Applicants via the Supplying the South West e-Tendering portal and will be deemed to form part of the documentation.

The Authority reserves the right to extend any date of Submission accordingly.

2.9 Contract Terms and Conditions

The applicable Contract term and condition can be found on the Supplying the South West e-Tendering portal. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the Submission process.

Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with that detailed at section 2.10 Clarification and Circular Advices within this Volume One (1) Instructions and Information. The Authority requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the Tender Submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall have been judged to have been rejected and the Authority shall provide an explanation to the Applicants as to the reason/s why it has been judged so.

When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the Submission process and the Authority reserves its right to class any Tender submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their Tender applications, shall be evaluated no further and notified accordingly.

The Contractor/s shall accept the terms and conditions as they are drafted in the final Contract document. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Authority reserves the right to withdraw the Contract award and class the Tender submission as non compliant.

2.10 Clarification and Circular Advices

If your organisation has any questions relating to any part of this questionnaire or to the procurement process as a whole, please contact the Procurement Representative detailed within section 3.3 Authority Representatives.

Only clarification queries relating to the documents will be answered.

Applicants shall submit all clarification questions via the Supplying the South West e-Tendering portal before twelve (12) noon on the date given in the procurement timetable within section 3.2 Procurement Timetable.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.

Any instruction by the Authority prior to the due date will be issued to all Applicants via the Supplying the South West e-Tendering portal.

If during the period the Authority or Awarding Authority, in the case of a Framework Agreement, issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

2.11 Completion of the Document

For the avoidance of doubt all of the sections included within Volume Two (2) Applicant's Offer must be completed and submitted by the Applicant in order to be considered by the Authority as a fully complete and official Bid.

Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and will be treated as such.

Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting. An example of this is if the documents are issued in Microsoft Word format, the Authority requires them to be returned in the same format.

All entries such as rates, price totals or any other endorsements entered must be typewritten in English.

.Applicants will answer all appropriate questions and sign (if possible) where specified. You may continue on a separate sheet where permitted to do so. Applicants will clearly reference its replies and any supporting documentation.

Any pro-formas must be fully completed even if your organisation has previously submitted information. It is not sufficient to cross-refer to previous responses.

2.12 Alternatives and Variations

Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The Submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.

Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the 'compliant Bid'.

The Applicant's alternative or variant Bid should be prepared separately and Submitted as such, giving clear details of your organisation's departure from the compliant Bid.

2.13 Return of Document

Documents must be returned in accordance with the Submission requirements.

Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their Submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.

Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

Should the Applicant experience any problems with the Supplying the South West e-tendering portal, it must contact the support desk on the following:

By email: swsupport@due-north.com

By telephone: 0844 334 5204. This line is available between 08:30 and 17:00 Monday to Friday (excluding English bank holidays).

2.14 Applicant's Warranties

In submitting their Bid the Applicant warrants and represents and undertakes to the Authority that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

- it has full power and authority to enter into the Contract and provide the Goods/Works or Services will if requested produce evidence of such to the Authority;
- it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

2.15 Non Submission

If no offer is to be made, this must be indicated via the Supplying the South West e-tendering portal. In order that the Authority can better understand its supplier base, the Applicants' comments regarding the reasons behind its non-Submission must be provided.

2.16 Errors and Omissions in the Applicant's Bid

If the Authority discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Authority before final acceptance of the Bid.

2.17 Rejection of Offers

The Authority may at its absolute discretion refrain from considering or reject a Bid if: it is incomplete or vague or is submitted later than the prescribed date and time; or it is not in accordance with the approved format and all other provisions of the documents or is in breach of any condition contained within it.

Any Submission in respect of which the Applicant

- has directly or indirectly canvassed any Official, Member or Officer of any of the Authority or obtained information from any other person who has been contracted to supply Goods or provide the Service or Works to the Authority concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member or Officer concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Authority the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a Applicant may attract.

2.18 Acceptance of Offers

The Authority reserves the right to award the business in whole to one (1) Applicant, in part to more than one (1) Applicant or to make no award at all. The Authority is prepared to consider part bids as appropriate.

2.19 Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Goods/Works or Services. Any acceptance of it by the Authority shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Authority, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Authority and co-signed by the Applicant's Authorised Officer.

The offer shall remain open for acceptance for a period of twelve (12) months from the closing date for the receipt of Submissions.

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3 General Information

3.1 Procurement Procedure

The Authority is inviting expressions of interest and Bids from Applicants in response to the published advertisement. The procurement process that the Authority has selected is a 'Domestic Open' in line with the Authority's Contract Procedure Rules and means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within Volume Two (2) Applicant's Offer and the information contained within it shall be used by the Authority as the means to make a Contract award decision.

3.2 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Publication of advertisement and ITT distributed to Applicants	10 May 2016
ITT deadline	12:00 on 03 June 2016
Evaluation	w/c 06 June 2016
Intention to award	10 June 2016
Contract start	20 June 2016

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

3.3 Authority Representatives

No person in the Authority's employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

Authority Authorised Representative contact details:	Procurement Representative contact details:
Isabel Blake Housing Team Manager South Hams District Council and West Devon Borough Council	Carly Wedderburn Corporate Procurement Officer South Hams District Council, Teignbridge District Council and West Devon Borough Council

3.4 Applicant Site Visits

The Applicant may visit the sites prior to completing its offer to ensure that it is fully familiar with the site locations. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority.

3.5 Authority Site Visits

The Authority reserves the right to pay a site visit to Applicant's premises and/or exemplar site/s at which it performs the service required under the Contract. Where this forms part of the evaluation this will be detailed in Volume Two (2) Applicant's Offer.

Applicants may or may not be contacted to be made aware that a site visit will take place. Any notification that is made will detail the date, time and details of those Members/Officers that are anticipated to attend.

Applicants grant access to any premises requested to be visited by the Authority within that allocated time period.

Site visits will be for the purpose of ensuring that Applicants are appropriately skilled and experienced to deliver the service required under the Contract and that any claims made to that effect are accurate.

3.6 Demonstrations and Presentations

The Authority reserves the right to invite Applicants, to attend a presentation and/or demonstration at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved. Where this forms part of the evaluation this will be detailed in Volume Two (2) Applicant's Offer.

Applicants will be contacted to be invited to the presentation/demonstration. The invite will detail the date, time and location and the required content of the demonstration/presentation, which will include any specific questions/topics to be covered and the marking system.

Presentations/demonstrations will be for the purpose of ensuring that Applicants have full comprehension of all that is required under this Contract and that all information submitted is accurate.

4 General Information

4.1 Background Information

South Hams District Council and West Devon Borough Council, working together in partnership, invite you to Bid for the above named Contract.

The Government and Devon County Council have jointly funded the Local Discretionary Welfare Support Scheme and funding is also available to support people affected by the welfare reforms. The Authority is inviting you to Bid for the provision of bespoke money advice to Service Users referred through both Councils.

It is envisaged that the Service will be delivered from the Authority's office locations as well as through home visits and outreach appointments. With regards to welfare reforms it is fully expected that the Service will need to be "front loaded" to the beginning of the financial year.

The Authority is keen to continue to encourage "added value" and to create a legacy to ensure the Service is able to continue when formal funding ceases to be available.

The core Service objectives for the Contract are as follows:

- To provide a free, independent, confidential and impartial debt advice service that delivers a fair outcome for both debtors and creditors;
- To assist people in budgeting and managing their money more effectively, particularly those who are most affected by changes in the benefit regimes;
- To promote and assist people in accessing the use of affordable and responsible credit;
- To provide advice to maximise household, family and individual income and reduce arrears; and
- Help improve understanding of benefit systems, in order to assist people claim more effectively.

4.2 Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. Contract period to be up to a period of one (1) year with an option to extend up to a period of one (1) further year.

4.3 Insurance Levels

4.3.1 Employer's Liability Insurance

The Authority's minimum requirement for Employer's Liability Insurance is five million pounds sterling (£5 000 000).

4.3.2 Professional Indemnity Insurance

The Authority's minimum requirement for Professional Indemnity Insurance is two million pounds sterling (£2 000 000).

4.3.3 Public Liability Insurance

The Authority's minimum requirement for Public Liability Insurance is five million pounds sterling (£5 000 000).

4.4 Eligible Users

This Contract is being procured by West Devon Borough Council on behalf of itself and South Hams District Council.

DO NOT COMPLETE AND SUBMIT - PLEASE EXPRESS YOUR INTEREST TO PROGRESS

5 Specification

5.1 Core Service Objectives

The core Service objectives for the Contract are as follows:

- 5.1.1 To provide a free, independent, confidential and impartial debt advice service that delivers a fair outcome for both debtors and creditors.
- 5.1.2 To assist people in budgeting and managing their money more effectively, particularly those who are most affected by changes in the benefit regimes and to prevent homelessness.
- 5.1.3 To promote and assist people in accessing the use of affordable and responsible credit.
- 5.1.4 To provide advice to maximise household, family and individual income and reduce arrears.
- 5.1.5 Help improve understanding of benefit systems, in order to assist Service Users claim more effectively.

5.2 General Requirements

The Contractor must:

- 5.2.1 Clearly publish the aims and objectives of the Service.
- 5.2.2 Have a defined model consisting of Money Advice Sessions and detailed casework.
- 5.2.3 Clearly publish the mechanisms through which Service Users can provide feedback on, and influence the development of, the Service.
- 5.2.4 Clearly define the service standards that set out maximum timescales for responding to reports or referrals.
- 5.2.5 Be involved in delivering the Service (including staffing and other revenue costs).
- 5.2.6 Have secure electronic monitoring systems that adhere to best practice and relevant legislative requirements on data protection for the storage of data relating to the Service.
- 5.2.7 Have clear outcome indicators and systems to measure outcome performance.
- 5.2.8 Have access to information on other relevant services for signposting purposes.

5.3 Staffing Requirements

The Contractor must:

- 5.3.1 Ensure that staff time is dedicated to the Service and those involved have clear roles and responsibilities.
- 5.3.2 Ensure that all staff working on the Contract hold a recent Enhanced Disclosure and Barring Service check.
- 5.3.3 Ensure that staff receive regular supervision sessions.
- 5.3.4 Ensure that staff have appropriate experience in working with vulnerable people in an advisory or supportive role.
- 5.3.5 Ensure that staff are supported to refresh and develop their skills and knowledge so that they are fully equipped to advise Service Users regarding the impacts of welfare reform.

5.4 The Provision of Services to Service Users

The Contractor must:

- 5.4.1 Ensure that the scheme clearly publicises the services on offer.
- 5.4.2 Provide a combination of appointments and a drop in service for Service Users requiring money/financial advice either referred through the Authority.
- 5.4.3 To refer to and provide a details casework service for Service Users needing ongoing assistance to manage their money through either assistance in application for benefits or through the negotiation of debt repayments.
- 5.4.4 Ensure that Service Users receive an appraisal of their financial circumstances and receive money advice such as budgeting, benefit entitlement, debt management and affordable and responsible credit options.
- 5.4.5 Ensure debtors have access as required to a Debt Relief Intermediary, preferably through the organisation itself or by easy referral elsewhere.
- 5.4.6 Ensure that the Services will provide home visits and outreach appointments at other locations in the district as required.
- 5.4.7 Ensure that there is a clear complaints procedure for Service Users using the scheme to raise issues relating to the Service.
- 5.4.8 Ensure that there will be mechanisms in place to capture the Service User's preferred contact methods and to amend Service provision accordingly.
- 5.4.9 Ensure that the Service identifies gaps in service and accommodation provision and works in partnership with the Authority to assist in addressing the gaps.

5.5 Mandatory Requirements

- 5.5.1 **Requirement:** the Applicant must have the ability to start the Contract within agreed timescale as outlined within this Volume One (1) Instructions and Information.

Minimum expectation: the Authority's minimum requirement in relation to this mandatory criterion is that the Applicant can evidence that they are able to begin the Contract within the agreed timescale and Applicants' responses shall be cross-referred to the proposals contained within their method statements in order to be satisfied on this point.

- 5.5.2 **Requirement:** the Applicant must have experience of managing a Money Advice Service or similar service.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' and provide evidence of said experience.

- 5.5.3 **Requirement:** the Applicant's staff must have experience of providing money advice to vulnerable Service Users.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' and provide evidence of said experience. Where at the time of tendering the Applicant has not yet finalised its staffing arrangements, the Applicant must declare as much and provide a statement that it will recruit suitably

experienced staff to work on the Service.

5.5.4 **Requirement:** The Applicant must hold a non commercial debt counselling licence.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes'.

5.5.5 **Requirement:** The Applicant must have professional indemnity insurance for advice given.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes'.

5.5.6 **Requirement:** the Applicant must be affiliated with one of the Money Advice Trust partner organisations.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes'.

5.5.7 **Requirement:** the Applicants' proposed Contract price shall not exceed the maximum budget of twenty five thousand (£25,000) set for this Service (for the first twelve (12) month period), to be split equally between each Eligible User of the Contract.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' and Applicants' responses shall be cross-referred to their completed Pricing Schedule within Volume Two (2) Applicant's Offer in order to be satisfied on this point.

5.6 Further Services Offered

The Applicant will be expected to suggest as part of their response to the Award questions in Volume Two (2) Applicant's Offer any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. The Applicant will also be expected to explain what additional social value they may be able to offer as part of this Contract over and above what has already been outlined within this Specification. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

5.7 Availability of the Contract

The Contract will be available for use by South Hams District Council and West Devon Borough Council.

6 Performance Management

6.1 Introduction

The Authority requires quarterly review meetings with the Contractor to discuss the performance of the Service, suggest improvements and acknowledge achievements.

Applicants are expected to build this requirement in to their Tender proposals and where financial provision for this must be made it must be clearly indicated within Volume Two (2) Applicant's Offer and charged as part of the total Contract price. The Authority shall not make any additional payments to the Contractor for attending meeting or any related activities, as the Authority shall assume that the Contractor's total Contract price will already be inclusive of any related activities.

6.2 Management Information

Applicants should, by way of on-going Contract performance be prepared to produce management information. The exact format and duration will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.

The Authority reserves the right to discuss the nature of the information provided with the Contractor during quarterly review meetings and make suggestions as to additional or alternative types of information to be captured as the Service develops over the life of the Contract. Any additional requirements laid out by the Authority shall be provided by the Contract at no additional cost to the Authority.