



3- Specification

Contract Reference

T0217CS

Contract Title

**The Provision and Investment of a Public
Convenience Service**

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1 General Information

Torbay Council currently manages and maintains 30 public conveniences, these conveniences vary from Victorian urinals to multi unit blocks. 17 of these are seasonal only and 13 are open all year round. Some of the conveniences provide shower facilities within or near them, dependant on the location. The Authority is aiming to maintain the current number of facilities and locations; however the standard of the facilities differs and not all may be suitable for future provision.

The Authority is offering a long-term contract to allow the successful Contractor to invest in the public convenience service and facilities. It will be incumbent on Applicants to detail in their bid which conveniences are suitable for the future provision.

The locations of the current 30 facilities are detailed in Appendix 1 and Applicants are expected to understand the requirements at each location.

2 Partnership Working/Development

The Authority intends to enter into a long-term relationship with the successful Contractor which will require both parties to operate in a spirit of mutual trust and co-operation. The objectives below set out the approach which the Authority expects both parties to take in order to facilitate develop and maintain a constructive and mutually beneficial working relationship.

The Authority and the Contractor will commit to delivering the following common objectives:

- Provision of a service, which, as a minimum, will achieve the quality standards set out within the Contract and this Specification;
- Creation and maintenance of a safe working environment, conducive to high morale and job satisfaction;
- Working together to identify and implement innovative working practices which continually improve the Service in accordance with the principles of Best Value;
- Early identification and resolution of potential issues to minimise the need for formal dispute resolution;
- Ensuring timely and effective contract administration;
- Recognition of the rights of all parties to fair and equitable treatment;
- Maintenance of good relations and minimisation of disruption to end users and the general public;
- Effective problem solving and decision making at all appropriate levels to manage and minimise risk and maximise productivity.

3 Specific Requirements

As a tourist resort, there are a large number of visitors to the area, changing demographics with increasing levels of elderly residents and accessible provision requirements all contribute to the need to have a public toilet service.

The aim of this contract is to provide the following:

- Modern and well maintained toilet facilities, which meet the needs of both the residents and visitors to Torbay;
- Facilities, which meet acceptable standards of cleanliness and hygiene;
- Facilities located strategically across the district;
- Toilets, which are accessible and safe to all users;
- Flexible provision, which can readily cope with fluctuating levels in the demand, experienced in particular locations throughout the year;
- Addressing night-time economy issues and aspirations.

The Authority has identified what it considers to be the priority public toilets, based on location and usage, and would like to achieve a cost neutral position within 5 years for the provision of a these services within Torbay. In addition a plan is required for the remaining toilets that are not considered a priority, this plan could include the introduction of pay to enter charges, investment for refurbishment or closures.

Appendix 5 lists which toilets are considered by the Authority to be priority or non-priority.

The Applicant's Investment / Business Model and Business Plan should clearly demonstrate how their proposals for of a public toilets provision in Torbay will meet these specific requirements.

The Authority is facing considerable budgetary pressure and is seeking to address the aims detailed above, through the offer of a long-term contract to require the successful contractor to invest in the public convenience service and facilities.

The public conveniences will be required to be open as detailed on the website as a minimum requirement, including Bank Holidays. It is anticipated that the opening hours will be increased through the contractor's investment proposals and equipment specifications, e.g. automated locking mechanisms (full details should be provided in the tender submission). The aim is to reduce the need for seasonal opening and closing and provide a full all year service provision. Details of this will be required to be submitted within the tender submission.

3.1 Quality of Service

The Contractor will be required to provide a clean and functional toilet at all times. It will be incumbent on the contractor to clean, maintain, attend, open and close the toilets and carry out all other associated tasks to the satisfaction of the Supervising Officer and to the minimum standard. (See BTA summary of best practice in 'away from home' toilet provision at <http://www.btaloos.co.uk/wp-content/uploads/2014/01/BTABestPracticeAdvice.pdf>).

3.2 Interim Arrangements

The Authority will require the Contractor to initially take over the existing current stock of public conveniences and develop them, so as to meet the new requirements submitted in the successful submission.

There will be a lead-in time for the Contractor to provide the new facilities. All new facilities should be provided within 1 year from the start of the contract. In the interim period, it will be the responsibility of the Contractor to provide a public convenience service at the facilities, which have been taken over, to no lesser a standard than currently detailed in the specification, until such time as the new facilities are fully operational.

3.3 Implementation Programme

The Contractor will be required to undertake a programme of development at locations, in line with the Authority's new requirement as detailed in the successful bid. This programme must ensure that;

- No facility must be closed prior to any new facilities being open, unless work is being carried out on the original facility or without agreement of Supervising Officer;
- No two adjacent facilities should be under redevelopment at the same time, without agreement of Supervising Officer;
- An outline implementation programme is to be submitted with the Tender.

3.4 Utilities

The Contractor will be required to set up (as applicable) a new supply with respect to water, sewerage and electricity when developing the new toilet provisions and provide the Authority with all the necessary water connection legal requirements. (The current utility information is provided within Appendix 1).

3.5 Return of Building

On completion of the provision of a new facility any of the old public convenience building if surplus to the service requirement will be returned to the Authority. The Contractor at this time will provide suitable directional signage to the nearest facility. One month prior notice shall be given to the Authority.

3.6 New Public Convenience Provision/Scope of the Work –All sub-section requirements (unless otherwise identified)

The public convenience service programme requires the following elements to be undertaken by the contractor:-

- The provision of public conveniences facilities;
- The management and efficient running of all facilities included in this Contract;
- The payment of all utilities;
- The payment of all non-domestic rates;

- The repair and maintenance, including painting all public convenience facilities, premises and equipment.
- The day-to-day cleansing of all public conveniences specified in this contract;
- The recording and provision of management information;
- Customer surveys;
- Continuous improvement;
- Signage;
- The disposal of all waste arising from the service;
- Provision of consumables.

3.7 **Minimum Specification – All Lots (except sub-sections 4 and 5 which have more specific requirements)**

The type of public convenience at each new location will vary, however, each facility must have the following minimum specification:

- Fully Automated Public Conveniences (Relates to the continuous improvement of facilities)
 - Pay to enter access system that can be a coin or Cashless payment system. This information needs to be provided as part of tender submission;
 - Internal/external instructions to enable customers to understand usage of facility;
 - Automatic engaged/vacant information;
 - Baby Changing facilities minimum of one unit per block;
 - Door that opens from inside the cubicle operated manually by the occupant;
 - A functional and fully maintained back up system for all automatic functions in case of power failure.
- Every toilet provided must adhere to a number of key legislative requirements including, but not limited to:
 - British Standard 6465 – parts 1-4;
 - BS 8300;
 - Building Regulations
 - Equality Act 2010¹ – formerly the Disability Discrimination Act;
 - British & European Standards.

¹ <http://www.legislation.gov.uk/ukpga/2010/15/contents>

3.8 **Changing Place – Sub-section 4**

Changing Places toilets are different to standard accessible toilets (<http://www.changing-places.org>). They are designed for people with profound and multiple learning disabilities and their carers and other disabled people who cannot use standard accessible toilets.

Funding opportunities are to be considered to provide such facilities and this should be identified within the tender submission.

3.9 **DisabledGo**

Work on behalf of Local Authorities, top Universities, NHS Trusts and private sector organisations to publish detailed access information on well over 125,000 places of interest across the UK and the Republic of Ireland.

Developed by disabled people for disabled people - DisabledGo is unique among national access information providers because they:

- visit and survey every venue on a website;
- use a survey method that over 800 groups of disabled people have fed into;
- have a national network of steering groups that guide our work and support the continuous development of our service;
- offer a standardised service – trained surveyors use the same high standards and pan-disability survey template to ensure that all our guides are accurate, reliable and presented in a user-friendly format.

The Authority's preferred share space facility for access to the sea front (beach) and or to parks and open spaces is identified as Paignton Sea front. Options are to be considered as part of a business development case for the development of at least one facility, for example Pier Approach, Paignton.

The successful Applicant will be required to publish any and all disabled accessible facility on either the DisabledGo web site or similar and shall be responsible for funding any membership requirements.

3.10 **Night-Time Economy – Sub-section 5**

Addressing night-time economy issues is an aspiration for Torquay harbour-side. The Authority currently has Purple Flag status that meets or surpasses the standards of excellence in managing the evening and night time economy.

Purple Flag is a positive initiative that indicates an entertaining, diverse, safe and enjoyable night out throughout the UK and Ireland and now being taken up internationally.

Torquay is currently Purple Flag accredited; however there are currently no public toilet provision that meets the need of the night time economy, which inevitably causes anti-social behaviour challenges.

Applicants should include within their response proposals on how they intend to meet the needs of the night time economy.

3.11 The Service to be provided

3.11.1 Management

The Contractor will be required to fully manage the public convenience service to ensure that an aesthetically pleasant, effective and efficient service is maintained 365 days per annum and will also be responsible for the payment of all costs incurred with respect to the operation of the public convenience service and facilities.

3.11.2 Repairs and Maintenance

The Contractor will be required to carry out all necessary repairs and maintenance, irrespective of cause (e.g. vandalism) to ensure that the facilities are maintained in a good condition, so they are available and safe for public use.

Where the repair work required is of a nature, which makes the facilities unsafe and cannot be completed at the time, the Contractor shall affect a temporary repair to render the site/premises safe and secure and continue with the required repairs as soon as possible.

Where the nature of an emergency is such that the operation or security of the site/premises would be compromised, the Contractor is authorised to close and secure the site/premises until suitable repairs can be carried out.

In both incidences the Contractor will contact the Supervising Officer as soon as possible to report the actions taken, the reasons for such action and an estimate of when repairs and re-opening will be affected.

As part of the maintenance, the contractor will be required to paint internal & external surfaces, clear guttering and replace roof tiles as appropriate.

External decorations to be scheduled every 7 years minimum and internal every 5 years minimum, unless otherwise agreed by the Supervising Officer.

All works to be carried out will be subject to final approval of a detailed schedule of works by the Supervising Officer at the appropriate time according to the Implementation plan.

3.11.3 Cleaning of Public Conveniences

The Contractor will be responsible for ensuring that all units are maintained to the standard set out in BTA Guidance – Toilet Cleaning at <http://www.btaloos.co.uk/wp-content/uploads/2014/01/BTACleaningGuidance.pdf>. The Contractor must be aware that, being busy holiday destination, usage will fluctuate considerably and it is essential that sufficient resources are employed to ensure that standards of cleanliness are maintained at all times during the Contract.

3.11.4 Collection of Income (if appropriate)

A fee may be charged for the use of the new or amended WC compartments, each facilities is appropriate for a charge to be made, i.e. the tender submission will need to determine the impact for charging a disabled user facility. The method of the collection of this charge must be of a nature to deter vandalism and theft and must allow for easy adaptation should there be any change in the charge levied.

The Authority and the Contractor will determine the amount to be charged for the service at each location dependent on the business case for the submission.

In their response Applicants should consider long-term development opportunities in relation to Cashless payment systems.

The Contractor will provide a clear audit trail for all monies collected. Applicants are required to include within their proposals how any profits will be shared between the Contractor and the Authority.

3.12 **Services**

In agreement with the Supervising Officer, the Contractor will be allowed to provide other services related to the public conveniences. Where vending, advertising and the use of spare or excess space within a facility by others is proposed, this should include a proportion of any net income to be shared with the Authority. Options are required to be submitted as part of the tender submission.

3.13 **Signage**

In agreement with the Supervising Officer, the Contractor will be required to provide signage at each location and directing too the Public Conveniences in accordance with the guidance (BTA summary of best practice in 'away from home' toilet provision at <http://www.btaloos.co.uk/wp-content/uploads/2014/01/BTABestPracticeAdvice.pdf>) the following is required:-

- All signs must be produced in accordance with the appropriate Authority guidelines;
- Each site will have a display area that should include a street plan of the area, indicating the location of ALL current public toilets;
- There will be adequate signage to indicate the purpose for which the unit is intended, using internationally recognised symbols;
- Street signs will be provided within a 100-metre radius of each unit directing the public to that unit.

A signage improvement plan and or examples should be submitted as part of the tender submission.

3.14 **Disposal of Waste/Duty of Care**

- The Contractor shall comply with the Environmental Protection Act 1990².
- The contractor shall at all times make his own arrangements for the safe disposal of waste arising from the performance of this Contract.

3.15 **Lost Property**

The Contractor will organise an auditable system for dealing with any items of lost property (cash, valuables, clothing, etc). Records must be kept indicating all the circumstances and

² <http://www.legislation.gov.uk/ukpga/1990/43/contents>

disposal of such items.

3.16 Gratuities

Neither the Contractor nor any person employed by him shall solicit or accept any gratuity or tip or any other similar form of money taking or reward, collection or charge for any of the services.

3.17 Provision of Materials

The Contractor shall supply all materials, including consumables such as toilet rolls, soap, etc., required throughout the performance of the Service and shall include for the provision of such materials in the Tender bid. All materials used shall be approved in writing by the Supervising Officer in advance and should be in line with the latest environment policy. Any proposed changes shall be discussed with The Supervising Officer at least one month prior to the requested change date and only implemented change once agreed by the Supervising Office in writing.

All disposable paper products e.g. toilet rolls, towelling covers in baby changing areas, etc. shall contain 100% post consumer waste recycled paper. Ideally this should contain the maximum possible percentage of low-grade paper waste. The selection of appropriate cleaning agents shall seek to minimise the impact of those agents on the environment. The Supervising Officer reserves the right to refuse the use of any chemicals on environmental grounds.

The storage of any materials or equipment within the toilets shall be within the areas designated by the Supervising Officer. These areas shall be kept clean and tidy by the Contractor and free from rubbish. All chemicals shall be sorted with due regard to any Health and Safety/COSHH/ environmental legislation requirements and in accordance with manufacturers instructions.

The Contractor shall supply copies of all COSHH assessments to the Supervising Officer at least one month prior to the Commencement Date. Copies of any subsequent assessments made during the course of the Contract shall be provided to the Supervising Officer within one week of the assessment being made.

3.18 Special Events

The Contractor shall provide an additional toilet cleaning, opening and closing attendance service during special events. The Contractor shall be required to clean certain toilets, to open and close toilets at times other than those normally specified and at some locations attend toilets affected by the Special Event as advised by the Supervising Officer. Payment for this additional service shall be at the appropriate rate detailed within the tender submission.

3.19 Inclement Weather

If, in the opinion of the Supervising Officer, the weather on any day or part of day is so inclement as to make work impracticable then, if requested by the Contractor, it should be agreed to suspend the normal toilet cleaning and/or attendance operations for an

appropriate period. No deduction in payment shall be made if the labour and plant that is usually employed on toilet cleaning and/or attendance is assisting with salting, snow clearing or flood prevention and clearance. Additional payments shall only be made when any authorised retrospective work is carried out.

3.20 Safety

The Contractor shall allow in his Tender for carrying out his operations generally in a safe and workmanlike manner including the provision of warning signs notifying the public of any cleaning operations in progress.

Non-attended toilets shall be closed throughout the duration of cleaning operations and a suitable warning sign shall be displayed at the entrance to the toilet.

Attended toilets shall, where practicable, be cleaned in such a manner as to allow continued use by the public. Where part of the toilet is being cleaned an appropriate warning sign shall be displayed. Where it is necessary to close the toilet for cleaning an appropriate warning sign shall be displayed at the entrance to the toilet.

Where the use of warning signs is specified, such signs shall be approved by the Supervising Officer before use.

3.21 Unacceptable Methods

Methods of cleaning which would impair safe working arrangements or give rise to nuisance or damage to members of the public, private property or inconvenience to residents are unacceptable. The Contractor shall, at the direction of the Supervising Officer, investigate all unacceptable methods reported to the Supervising Officer and take appropriate action, with the outcome being notified to the Supervising Officer.

3.22 Civil Emergencies

In the event of a civil emergency the normal public toilet cleansing and attendance service may be suspended to enable the Contractor's workforce, plant and equipment to assist in dealing with that emergency. Additional payments shall be made when any authorised retrospective work is carried out.

3.23 Supervision

The contractor shall provide sufficient supervision in order to ensure the Service is being carried out to the satisfaction of the Supervising Officer, such supervision shall be available during all times that the Contract is in operation.

3.24 Statutory Requirements

It is important that the Contractor fully understands the statutory duties of the Authority because it will be incumbent upon the Contractor to carry out the Service in accordance with those statutory requirements on behalf of the Authority. Any penalties prescribed by law and the Contractor shall pay any consequential costs resulting from the Contractor failing to carry out those statutory duties.

The Contractor shall be expected to acquaint himself and comply with the provisions of any relevant legislation concerned with the operation of the services within this

specification. Particular attention is drawn to the following:

- Public Health Act 1936³
- Health & Safety at work Act 1974⁴
- The Control of Substances Hazardous to Health Regulations 2002 (COSHH)⁵
- The Environmental Protection Act 1990⁶ (The Duty of Care)
- Water Resources Act 1991⁷
- The Environment Agency's Pollution Prevention Guidance Notes⁸.

3.25 Loo of the Year Awards

It will be the responsibility of the contractor to submit applications for the loo of the year awards in consultation with the supervising officer. The contractor will be required to pay all fees for this competition.

3.25.1 About Loo of the Year Awards

The awards have a simple objective, namely, to encourage the highest possible standards in all 'away from home' or public toilets. Everyone has a shared responsibility to make this happen – toilet providers, managers, washroom suppliers, contractors, staff, visitors and customers – all toilet users.

The Attendant of the Year Awards form part of the annual Loo of the Year Awards but relate specifically to the cleaning staff that looks after facilities, rather than the loos themselves.

4 Scope and Nature of Possible Modifications or Options

4.1 Future Changes

The Authority may vary its public toilet provision during the Contact period and in this event the Supervising Officer reserves the right to amend the Contract and to amend the payment to the Contractor in accordance with the Conditions of Contract, this refers to any aspect of the Service including the opening of new toilets and the closure of toilets, both permanently and on a long term temporary basis.

5 Contract and Performance Review Requirements

5.1 Recording and Provision of Management Information

The Contractor will be required to provide a range of information to enable the Supervising Officer to review the effectiveness of the services and this may include the following:-

³ <http://www.legislation.gov.uk/ukpga/Geo5and1Edw8/26/49/contents>

⁴ <http://www.legislation.gov.uk/ukpga/1974/37/contents>

⁵ [http://www.legislation.gov.uk/uksi/2002/2677/contents/made /](http://www.legislation.gov.uk/uksi/2002/2677/contents/made/)

<http://www.legislation.gov.uk/uksi/1988/1657/contents/made>

⁶ <http://www.legislation.gov.uk/ukpga/1990/43/contents>

⁷ <http://www.legislation.gov.uk/ukpga/1991/57/contents>

⁸ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/485199/pmho1107bnkg-e-e.pdf

- Usage figures by facility;
- Needle/sharps collection data;
- Income levels at each facility;
- Disabled usage;
- Closure time (downtime) with explanation thereof;
- Complaints and action taken;
- Number of complimentary customer feedback;

The above list is not exhaustive and the Authority reserves the right to add any other management information reports deemed and agreed appropriate to the successful management of this Contract.

This will form the core of Key Performance Indicators (KPIs) to be agreed with the Contractor by the Supervising Officer.

5.2 Stakeholders Surveys - Continuous Service Development

Continuous development requires that consultation take place between the Authority and its stakeholders. The Contractor will be required to carry out stakeholder surveys on a 6 monthly basis. Such surveys will be carried out during the summer and winter periods.

5.3 Communications/Management

The Contractor and Supervising Officer will regularly attend meetings to review service performance.

The Contractor will be required to produce a customer care procedure for the public convenience service and submit it to the Supervising Officer. This procedure, as a minimum, must identify how the Contractor will administer enquiries, complaints and requests, in respect of the public convenience cleaning service.

The customer care procedure will include the following as a minimum:-

- The Contractor will deal with any complaint that they receive in a prompt, courteous and efficient manner;
- The Contractor shall keep a record of all complaints received by them direct from any source, and of the action taken by them in relation to that complaint. Such records shall be kept available for inspection by the Supervising Officer at all reasonable times;
- A telephone call line, so faults and poor standards can be reported, is to be provided by the Contractor 24 hours daily, Monday to Sunday. The telephone number is to be advertised at each location;
- Inspection and prioritising the actions taken to comply with the Conditions of this Contract and to meet customer satisfaction;
- The Contractor will be required to provide a suitable complaints/monitoring management information system. The system will provide information on the cleaning standards being achieved, be capable of providing information to

meet national and local performance indicators, and give the Supervising Officer real time access to interrogate the system;

- The Contractor will be responsible for the system development, licence costs, maintenance and hardware/software required for above.

6 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions 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. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

7 Staffing

7.1 Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)

7.1.1 The Authority highlights that The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Contract. The base data of staff that will transfer under TUPE can be found in Appendix 3.

7.1.2 Should TUPE apply to this Contract:

- The Contractor shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing contractor (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Contractor) or by the existing contractor itself, which results from any act or omission of the Contractor;
- The Contractor shall not bring any claim against the Authority in connection with TUPE or any subsequent amendments to such regulations;
- The successful Applicant should be mindful of the uncertainty of the situation for the staff team(s) of the outgoing provider(s) and that any anxiety from staff can be transferred to the people who are in the Service;
- Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the successful Applicant is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position;
- The successful Applicant should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff;

- The successful Applicant will be required to work with the outgoing provider(s) to prepare and agree a communication plan for consultation with affected staff. This Communication Plan will form part of the overall Service Implementation Plan and will be monitored by the Service Commissioners.

~~7.1.3 In the event that any of the transferring staff hold or are eligible to hold a Local Government Pension:~~

- ~~• The Contractor shall seek to become a member of the Local Government Pension Scheme (LGPS) by means of an admitted body admission agreement with Peninsula Pensions;~~
- ~~• The Authority expects the Contractor to join the LGPS and will use reasonable endeavours to procure that the LGPS liabilities relating to the transferring staff will be fully funded at the date of transfer;~~
- ~~• Any costs associated with the transfer of staff to the Contractor will be solely the responsibility of the Contractor. This includes any costs of transferring staff to the LGPS;~~

~~Applicants should note the following, full details of which will be provided at Stage Two of the process:~~

- ~~• The new employer pension contribution rate has been calculated at xx% for a closed agreement. A copy of the Actuary Report is enclosed at Appendix X;~~
- ~~• The Actuary has highlighted the need to request a bond from the Contractor to the value of £xx in respect of the potential liabilities of the Contractor to the LGPS relating to the transferring staff. The Contractor is required to cover the value of the bond by either obtaining an insurance policy with a high street bank or insurance company or setting up a discrete escrow account between themselves and Peninsula Pensions in which the £xx can be deposited.~~

7.1.4 The following documentation will be made available to the Contractor as part of the Contract set up process:

- Provide samples of offer letters;
- Statement of particulars;
- Sample contract of employment;
- Staff handbook;
- Employment practices and procedures;
- Collective agreements;
- LGPS Pension scheme and employee handbook;
- Details of Devon County Council Pension service – the scheme administrator;
- Details of equal opportunities policies and any positive action strategy in place.

- 7.1.5 The Contractor is expected and required to agree to the following as part of the Contract:
- Commitment that the Contractor will inform the Authority of any TUPE measures it envisages with regard to the employees formally in writing within 10 working days of contract award notification;
 - The Contractor shall agree any indemnities required by the Authority;
 - Commitment that the Contractor will continue to supply employee information throughout the length of the Contract so that it can monitor compliance on employee matters;
 - The Authority has the right to enforce terms of the Contract if the Contractor fails to meet its obligations.
- 7.1.6 The Authority reserves the right to disqualify the Contractor from participating in future Tender opportunities if necessary, if it fails to meet its obligations.

8 Awarding the Contract on Behalf of Other Contracting Authorities

The Authority is purchasing on behalf of other contracting authorities: No