

Item No. 14.	Classification: Open	Date: 22 March 2011	Meeting Name: Cabinet
Report title:		Gateway 2 – Contract Award Approval Framework contracts to provide bailiff services to the Revenues & Benefits and Parking Services	
Ward(s) or groups affected:		All	
Cabinet Member:		Councillor Richard Livingstone, Finance, Resources and Community Safety	

FOREWORD – COUNCILLOR RICHARD LIVINGSTONE, CABINET MEMBER FOR FINANCE, RESOURCES AND COMMUNITY SAFETY

1. This report asks the Cabinet to approve the setting up of a framework agreement with the five companies named in the closed report, for the provision of bailiff and debt collection services. This framework is predominantly for the use of two business units – Revenues & Benefits and Parking Services – but it has been constructed in such a way that any section of the Council will be able to use it, providing their requirement falls within the scope of the original specification.
2. The recommendation has four principal benefits to the Council:
 - Increased capacity for the collection of Council Tax and Business Rates arrears.
 - Increased capacity for the collection of unpaid Penalty Charge Notices for parking offences.
 - Better overall control of the Council’s debt collection activities through the proposed joint framework management board.
 - An efficient procurement approach that eliminated duplication of effort by combining the needs of two business units.
3. I have also looked at the risks of the proposal, which are graded low to medium, and consider that the analysis in that section of the report gives sufficient assurance for the Council to proceed with the award.
4. The Revenues & Benefits Service will be coming back in house on 1 April 2011, and so a decision is needed at this meeting so that the framework agreement is ready for use in April 2011.
5. This proposal offers a largely cost-neutral means by which the Council can reduce its outstanding arrears in a number of areas and, consequently, increase its income stream during a period of financial strain. I am therefore asking the Cabinet, after consideration of the officer’s report set out from paragraph 6 onwards, to approve the recommendation set out below.

RECOMMENDATION

6. That Cabinet approve the award of a place in the Bailiffs Framework Agreement to the five suppliers named in the closed report for a period of four years, at a nominal annual cost of

£1.35M between them, being a total cost of £5.4M over the four years (see paragraph 8 for reasons a nominal cost is used):

BACKGROUND INFORMATION

7. An essential part of the work done by the Revenues & Benefits Service and Parking Services is the collection of money owing to the Council. Some debtors try to avoid paying the money owed and enforcement activities have to be undertaken. These activities include the use of external bailiffs to contact debtors and persuade them to pay their debts. For the reasons that follow, neither of these two business units currently have formal contracts with any bailiff companies, and this procurement seeks to remedy that situation.
8. In terms of fees, most interactions between local authorities and bailiff companies are heavily regulated, and fees are collected from the debtor, meaning the Council does not, in effect, pay for these services (other than VAT). The only exception is where pre-legal debt collection activities occur. In this case, a percentage of the debt collected is paid as commission, the figures quoted by the companies being 10-15%. The value of this framework is therefore a nominal value, based upon the fees charged by the bailiffs to the debtors in the 2009/10 financial year.

Revenues and Benefits

9. The Council let the Revenues & Benefits contract originally in 1998 to Cipfa Services Ltd (CSL) now known as Liberata UK Ltd. In 2003 the Executive approved the renewal of the contract with a 2 year rolling contract period which has been extended year on year since then.
10. On 19 May 2009 the Executive approved the decision to allow the Liberata contract to expire. The Executive further agreed to receive a Gateway 1 providing a recommendation of the preferred option for delivery of the Revenues & Benefits service from 1 April 2011.
11. On 29 September 2009 the Executive received the Gateway 1 and accepted the recommendation within it to bring the Revenues and Benefits service back in house.
12. Since the Revenues & Benefits service is being brought back in-house, it will be necessary to replace various 3rd party contracts that Liberata UK Ltd currently hold on the Council's behalf. One of these is the arrangement with a number of bailiff companies to enforce Liability Orders in relation to the non-payment of Council Tax and Business Rates. The Liberata contract ends on the 31 March 2011 (paragraph 46 explains what will happen between this date and the start of this framework).

Parking Services

13. The Council currently operates three parking services enforcement contracts with the same supplier, Apcoa, which together provide the following services:
- Parking enforcement (including school crossing patrols).
 - Clamping, removal and car pound.
 - Parking business support.
 - Abandoned vehicles.
14. These parking services enforcement contracts are due to expire on 30 June 2011, and a Gateway 1/2 will be going to Cabinet in April 2011 to request an extension of the original contracts until the beginning of February 2012. The Gateway 1 for the procurement of new contracts is due to go to Cabinet shortly.
15. The current parking services enforcement contracts do not include bailiff services, and these have hitherto been obtained on a non-contractual basis. However, it is proposed that a more formal framework of bailiff companies be put in place to coincide with the procurement of new parking services enforcement contracts. For this service the framework does not need to be in place until the new parking services enforcement contracts begin but, due to a delay in that procurement, will be utilised earlier (see paragraph 47).

Structure of the framework

16. It was recognised that the requirements and timescales of the two services were such that a combined procurement could be pursued, with Revenues & Benefits taking the lead due to the higher volumes and values involved, and the fact that its deadline was earlier.
17. It was subsequently requested that the specification be written in such a way that other sections of the council should be able to call off debt collection services and this has been done.
18. The Gateway 1 outlining the planned procurement process was approved by Cabinet on 20 July 2010.

Framework conditions

19. This framework has no extension due to EU rules, which limit framework agreements to 4 years.
20. Contract prices are fixed for the duration of the framework agreement.

Timetable of procurement process followed

Activity	Complete by:
Forward Plan (if Strategic Procurement)	10/06/2010
Approval of Gateway 1: Procurement Strategy Report	20/07/2010
Invitation to tenders	07/12/2010
Closing date for return of tenders	17/01/2011
Completion of evaluation of tenders	01/02/2011
F&R DCRB Review Gateway 2: Contract award report	10/02/2011
E&H DCRB Review Gateway 2: Contract award report	17/02/2011

Activity	Complete by:
CCRB Review Gateway 2: Contract award report	24/02/2011
Draft Report to Constitutional Support for Agenda Planning	28/02/2011
Agenda Planning Meeting	08/02/2011
Final report to Constitutional Support for Cabinet	11/03/2011
Approval of Gateway 2: Contract Award Report	22/03/2011
Scrutiny Call-in period and notification of implementation of Gateway 2 decision	06/04/2011
Alcatel Standstill Period – not applicable to part B service	n/a
Contract award	11/04/2011
Place award notice in Official Journal of European Union (OJEU).	13/04/2011
Add to Contract Register	15/04/2011
Contract start	18/04/2011
Contract completion date	17/04/2015

Description of procurement outcomes

Services provided

21. The new framework will provide the following services:

- Execution of Liability Orders for Council Tax, Business Rates or BID Levy
- Execution of Bail, No Bail or Committal Warrants with respect to Council Tax and Business Rates
- Execution of Warrants for Penalty Charge Notices
- General Debt Collection activities
- Tracing of debtors

22. The first two of these are relevant solely to the Revenues and Benefits service, and replace services currently provided via Liberata. The third service is relevant solely to Parking Services and replaces and regulates the current ad hoc arrangement. The last two services will be available to all parts of the Council and may include the collection of Sundry Debt, Housing Benefits overpayments, Rent arrears, and other debt types that require the service as detailed in the framework specification.

23. Services will be provided by means of call off contracts initiated by Nominated Officers within individual business units (see paragraph 52)

Risks

24. A number of contract risks were identified as part of the procurement and the framework agreement, specification and procurement process were designed, as far as possible, to mitigate them. See Appendix 1 for a list of the key risks and the mitigation put in place.

Benefits

25. The framework provides a comprehensive professional debt collection and enforcement service for the Council. Management of the framework via a board made up of all users of the framework services enables the Council to take a joined up view of this aspect of its revenues collection, whilst individual management of call off contracts allows business units control of the day to day monitoring of debt collection. By doing a single procurement and using a single framework there has been a saving of time and cost in the procurement itself, plus the ability to reduce the costs of the service through volume of work available. This latter has been reflected in the pricing schedules submitted, where certain activities that might have been charged for have been included free as part of the overall service.

KEY ISSUES FOR CONSIDERATION

Policy implications

26. The procurement of this framework agreement in the form it has taken is aimed at minimising the amount of unpaid debt owed to the Council. Performance in collection needs to be improved and therefore it is important that efficient bailiff services are engaged to enforce collectable debt. The greater the proportion of legitimate income that can be collected, the better able the Council will be to protect frontline services for the people of Southwark.

Tender process

27. The procurement for this framework followed a restricted route, which is a two stage process. The first stage is a short listing process which requires companies expressing an interest to complete a pre-qualification questionnaire (PQQ) for assessment. The second stage invites those companies selected at the first stage to submit tender proposals.
28. The Council initially advertised through a voluntary OJEU notice, the Council's own website and the South London Press, which resulted in twenty two expressions of interest.
29. A pre-qualification questionnaire was sent to all those who expressed an interest. The deadline for the return of completed PQQs was 5pm on 10 September 2010. A total of fourteen PQQs were completed and returned.
30. The PQQ consisted of 7 groups of questions, each designed to test a specific area of capability within the bidding organisation. See Appendix 2 for an extract from the PQQ evaluation methodology.
31. The bidders were first assessed on technical capability against a pre-determined scoring matrix. There were 45 points available, and bidders were required to achieve a minimum of 33 points to pass through to the next assessment. The questions were individually scored by representatives from the three main service areas – Council Tax, Non-domestic Rates, and Parking – and the individual scores were then averaged to give a final result.
32. Those bidders who passed the technical assessment then went on to be assessed for economic and financial standing, business probity/ethical standing, Health and Safety, Equalities and Diversity, Quality Assurance, and Environmental considerations.
33. Based upon the PQQ assessment scores, nine companies were short listed:
34. The deadline for the return of tenders was 5pm on 17 January 2011.

35. Of the nine bidders who reached the short list, eight went on to submit tenders and one dropped out shortly before the tender return date, citing business strategy and the needs of current contracts.

Tender evaluation

The Tender Panel

36. The Tenders were evaluated by a panel of six people, who were:

- The Revenues Manager, Client Services
- The NNDR Transition Manager, Client Services
- The Parking Services & Development Manager
- The Contracts Manager – Parking
- The Finance Manager (DCE Department), Finance & Resources
- The Project Manager (Bailiffs Procurement), Client Services

Evaluation Method

37. The tenders were evaluated on quality and price, with a weighted model 70:30 (quality : price) being applied. Reasons for the emphasis on quality were outlined in the Gateway 1.

38. Appendix 3 details the evaluation methodology adopted for this procurement and includes the criteria against which the tenders were assessed.

39. The tender evaluation panel read the Method Statements submitted by the bidders and made initial individual quality scores. The panel then attended presentations and clarification meetings with each of the bidders. Finally, the panel met together to discuss their findings and agree final scores.

40. One of the bidders did not achieve the required quality threshold of 42 points (see Appendix 3) and was therefore not included in the final rankings.

41. As part of the tender bidders were required to complete a pricing schedule, giving details of costs for each of the services outlined in the specification. These were scored using the mathematical formulae outlined in Appendix 3 and the results were checked and agreed by the tender evaluation panel as part of its final deliberations.

Results

42. The final evaluation scores, including both quality and pricing, are given in the closed report

Summary

43. Given the scores, and in compliance with the rules set out in the Assessment Methodology supplied to the bidders, it is recommended that the five bidders with the highest scores be awarded places in the framework to supply bailiff and other enforcement services to Southwark Council.

Plans for the transition from the old to the new contract

44. The framework does not directly replace any existing contract.

45. In the case of Revenues & Benefits, where bailiff services are part of the Liberata contract, which is due to end 31 March 2011, a complete transition programme is in place to manage the move of the service back in house.
46. With regard to the Liability Orders in possession of bailiffs at the end of the Liberata contract, those where payment arrangements have been made will be left with the bailiff until the end of the payment arrangement. All other Liability Orders will be returned to the Council, where a rationalisation process will take place to ensure they are in good order before being reallocated via the framework agreement. All new Liability Orders arising after the 1 April 2011 will be allocated under the framework agreement rules.
47. In the case of Parking Services, all new cases which arise after the 1 June 2011 will be dealt with by using the framework agreement. Those cases assigned to existing bailiff companies prior to 1 June 2011 will remain with them until they have been completed. Parking Services have agreed to a staggered start to the framework so that mobilisation can begin with Revenues & Benefits, which have the more urgent need.
48. Other sections of the council that wish to use the framework will be able to do so as soon as they have nominated a member for the Framework Management Board and named a Nominated Officer to deal with the bailiff companies.

Plans for monitoring and management of the contract

Framework management

49. The framework will be managed by a Framework Management Board, consisting of representatives from each of the business units within the Council who are calling off work from the framework.
50. The purpose of the Framework Management Board will be to:
- Ensure the framework rules are complied with by both the contractors and the Council, including arranging regular audits of the client bank accounts to ensure everything is in order.
 - Take an overview of the performance levels of the contractors. This includes periodically evaluating the performance of all five contractors against KPIs and deciding whether any contractors that fall short should be temporarily suspended until the relevant processes and procedures have been sufficiently reviewed and improved.
 - Discuss and agree any Change Controls that affect the framework as a whole.
 - Offer peer advice to any business unit that wishes to call off services from the framework.
51. The Framework Management Board will meet monthly on a date and time to be agreed between them. At the inaugural meeting, the Board will elect/appoint a chair, define the complete Terms of Reference, and decide the administrative details, including nominating a secretary to the board.

Contract management

52. Each call off of services from the framework forms a separate contract between the supplier of those services and the business unit requesting them. Call offs will be made in accordance with the arrangements given in Appendix 4 on the standard form shown, which will be the official record between Council and supplier that a contract exists.

53. Each business unit that calls off services from the framework will do so via a single named Council Officer (the 'Nominated Officer'). The Contract Manager of each contractor will be notified of the name and contact details of the Nominated Officer as soon as the business unit joins the Framework Management Board.
54. If a Nominated Officer is replaced, all contractors currently being used by that business unit will be informed of the change before the new officer calls off any services.
55. A Nominated Officer may temporarily appoint a substitute to cover holidays etc., but must ensure that all relevant contractors are informed of the name of the substitute and the period of substitution.
56. Each business unit will allocate its own work using the appropriate process as outlined in Appendix 4, and will maintain its own performance statistics if these are required for the allocation of work. These statistics will be made available to the Framework Management Board as part of its performance overview role.

Performance bond/Parent company guarantee

57. The risk assessment at Gateway 1 stage concluded that either a performance bond or parent company guarantee was needed for this framework. It is confirmed that the successful bidders will provide this within thirty days of the contract start and the costs are included in the cost of the tender.

Community impact statement

58. The services being sought through this procurement involve the difficult process of collecting debts from those who are unwilling to pay and, inevitably, this may involve a degree of confrontation. The specification was, therefore, developed in such a way as to ensure that all suppliers understand the standards of behaviour expected from them in their interactions with the public and the circumstances in which it would be unwise, on the grounds of vulnerability, to proceed with the enforcement of debt collection.

Economic considerations

59. The procurement was advertised locally in the South London Press and via the Southwark Council website to enable local companies to apply.
60. It is anticipated that the successful companies will be using local sub-contractors such as locksmiths, van hirers and auctioneers as part of their service delivery.

Environmental considerations

61. The bidders were examined at the PQQ stage on their environmental policy and procedures. All five successful bidders gained ratings of Good or above and it is anticipated that they will have no trouble providing the CO₂ data required.

Market considerations

- 62. All those bidders who submitted PQQs are recognised bailiff companies, and all have a history of working for local authority clients.
- 63. The recommended bidders are private organisations
- 65. The recommended bidders have between forty seven and three hundred and eighty six employees:
- 66. The recommended bidders have a national area of activity, as required by the specification, but will mainly be working within Southwark for Revenues & Benefits and within the M25 for Parking.

Staffing implications

- 67. Although currently Parking Services have an officer who spends part of his time managing the bailiffs, it is envisaged this role will expand in the new contract period. Parking Services will appoint a dedicated bailiff manager and a contract monitoring officer to assist; this will be essential for Parking Services to maximise its revenues. The additional staffing resource will be covered by savings identified within the parking enforcement service procurement programme.
- 68. As for Revenues & Benefits, this will essentially be a new service with an organisation structure that includes an officer whose duties cover the necessary activities. This post was included in the bid model that accompanied the recommendation to return the service in house and will be covered by the service budget.

Financial implications

- 69. There will be no financial implications in the use of bailiff services relating to Council Tax, Business Rates and Parking services. The contractors will pass on costs incurred in executing Liability Orders and Warrants directly to the debtor and control of this will be maintained through effective contract management.
- 70. Neither the Revenues & Benefits Service nor Parking Services have attempted professional pre-legal debt collection before, and are therefore unsure about the volume of cases that will be involved. Payment for this service will be a percentage of the debt collected, the quoted rates being 10-15%. Collecting the debt by this method means that court costs can be avoided, and it is anticipated that the overall cost of collecting this portion of debt will actually drop. The situation will be monitored by the two business units and early debt collection will only be expanded if it proves cost effective.

Legal implications

- 71. See the concurrent from the Strategic Director of Communities, Law & Governance.

Consultation

72. Officers from Revenues & Benefits and from Parking Services have worked together on this procurement. Additionally, other sections that might have an interest in using the framework were consulted and some additional wording has been placed into the specification to cover their needs. Potential users of the framework were also asked to submit detailed descriptions of any additional services they wanted included in the specification. None were submitted, and it is assumed that the services specified cover all the requirements of those who want to use the framework.

SUPPLEMENTARY ADVICE FROM OTHER OFFICERS

Strategic Director of Communities, Law & Governance

73. This report seeks the approval of the Cabinet to the award of a place in the Bailiffs Framework Agreement for a period of four years to the five suppliers named in the closed report.

74. The nature of this service means that it is a 'part B' service under the Public Contract Regulations 2006, so there is no requirement to tender these contracts in accordance with the full application of those regulations. It is however necessary for the council to tender the contract in accordance with its own Contract Standing Orders (CSOs), and to comply with the general EU principles regarding transparency and non-discrimination.

75. On the basis of the information contained in this report, it is confirmed that this procurement was carried out in accordance with CSOs and those general EU principles. Paragraphs 27 to 43 of this report confirm that the procurement followed the EU Restricted Procedure. The tenders were evaluated on quality and price, with a weighted model 70:30 (quality: price) being applied and the best value tenders are recommended for acceptance. A contract award notice will need to be posted in the OJEU within 48 days of the award of the contract.

76. The nature and value of the contracts to be awarded (noted in paragraph 6) are such that they are treated as Strategic Procurements under CSOs and therefore CSO 4.5.2 (i) requires the Cabinet to authorise the award of this contract, after taking advice from the Corporate Contracts Review Board. CCRB considered the report on 24 February 2011.

77. The nature and value of the contracts also mean that they qualify as a Key Decision. The Council's Constitution provides that a decision taker may only make a Key Decision in accordance with the requirements of the Executive Procedure Rules, Access to Information Rules and the Protocol for Key Decisions set out in the Constitution. Those rules require that a Key Decision may not be taken unless the matter is on the Forward Plan.

78. CSO 2.3 provides that a contract may only be awarded if the expenditure has been included in approved revenue or capital estimates or has been otherwise approved by, or on behalf of the Council. Paragraphs 69 and 70 of this report confirm how the proposed contract will be funded.

Finance Director

79. This report recommends the award of a place in the Bailiffs' Framework Agreement to five suppliers. This forms part of the programme to bring the Revenues and Benefits service back in house from 1 April 2011, which is anticipated to increase levels of income from Council Tax and NNDR to the Council. The report confirms that there will be no financial implications in terms of costs to the Council, as those incurred will be passed on directly to the debtors.

Head of Procurement

80. This report is seeking approval from Cabinet for the award of the Bailiffs Framework Agreement to five providers for a period of four years.
81. The report advises that the framework has been set up to cover the requirements of the Revenues & Benefits Service and Parking Services, and confirms that the specification has been written in such a way that other sections of the council will be able to call off debt collection services if required. This enables a cross section of departments to benefit from the use of the framework.
82. The report advises that the tender process followed was carried out in line with the requirement of the Council's contract standing orders (CSO's) and procurement guidelines.
83. The tenders were evaluated using a weighted model 70:30, in favour of quality. Reasons for the emphasis on quality were outlined in the Gateway 1.
84. The report confirms that the evaluation methodology communicated to the tenderers (appended to the report) was followed and the five top scoring providers have been recommended.
85. The report outlines how the framework will operate and be managed. A cross departmental management board will be set up to ensure that the requirements of all participating departments are met. Individual contracts drawn down from the framework will be monitored and performance information will be used ongoing to inform work allocation decisions during the life of the framework.

Strategic Director of Environment

86. The Strategic Director of Environment confirms that officers from the Parking Services have been fully involved in the process to date and are supportive of the proposed outcome. The Parking Management have been consulted on the content of this report and the report was also agreed by the Environment DCRB.

BACKGROUND DOCUMENTS

Background documents	Held At	Contact
Gateway 1 – Bailiff services - Final	Client Services	P. A. Johnson 0207 525 1518
Pre-Qualification Questionnaire v2.1	Client Services	P. A. Johnson 0207 525 1518
Instructions for Completion of PQQ v2.1	Client Services	P. A. Johnson 0207 525 1518
Specification v2.2	Client Services	P. A. Johnson 0207 525 1518
Assessment Methodology v2.1	Client Services	P. A. Johnson 0207 525 1518
Framework Agreement v5	Client Services	P. A. Johnson 0207 525 1518
Invitation to Tender v1.1	Client Services	P. A. Johnson 0207 525 1518

APPENDICES

Appendix number	Title of appendix
1	Key Contract Risks
2	Extract from PQQ Evaluation Methodology
3	Tender Evaluation Methodology
4	Framework call-off arrangements

AUDIT TRAIL

Cabinet Member	Councillor Richard Livingstone, Finance, Resources and Community Safety		
Lead Officer	Duncan Whitfield, Finance Director		
Report Author	P. A. Johnson, Project Manager (Bailiff Procurement)		
Version	Final		
Dated	10/03/2011		
Key Decision?	Yes	If yes, date appeared on forward plan	10/06/2010
CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER			
Officer Title	Comments Sought	Comments included	
Strategic Director of Communities, Law & Governance	Yes	Yes	
Finance Director	Yes	Yes	
Head of Procurement	Yes	Yes	
Contract Review Boards			
Departmental Contract Review Boards	Yes	Yes	
Corporate Contract Review Board	Yes	Yes	
Cabinet Member	Yes	Yes	
Date final report sent to Constitutional Support Services			10.03.2011

APPENDIX 1 – Key Contract Risks

Risk	Mitigation
<p>That individual bailiff staff will fraudulently retain money paid over to them that rightly belongs to the Council.</p>	<ol style="list-style-type: none"> 1. The framework agreement contains a clause specifically making the supplier liable for safeguarding the Council against fraud. 2. The framework agreement contains a requirement for the supplier to hold Professional Indemnity Insurance to cover any mishandling of money. 3. The specification requires that any supplier staff who collect money on behalf of the Council should use numbered receipt books. 4. As part of their tenders, the bidders were required to detail their fraud prevention and detection processes.
<p>That individual bailiffs will damage the reputation of the Council by acting in an unsavoury or illegal manner with debtors.</p>	<ol style="list-style-type: none"> 1. The specification includes a Code of Conduct which the supplier staff are expected to follow. 2. As part of their tenders, the bidders were required to detail their disciplinary procedures, which are designed to prevent this kind of activity. 3. Bidders were also required to detail their Complaints procedures.
<p>That suppliers will only collect sufficient money to cover their costs, thus depriving the Council of income.</p>	<ol style="list-style-type: none"> 1. The specification requires that any partial payments shall be applied 50/50 between the supplier and the Council. 2. The specification requires that goods shall only be removed where a substantial part of the debt will be cleared by doing so. 3. The specification states that the Nominated Officer will review any case where debt still remains after goods have been sold.
<p>That suppliers will not perform to their best ability and will therefore deprive the Council of income that could have been recovered.</p>	<ol style="list-style-type: none"> 1. The specification outlines a method of work allocation that relies heavily on collection rate statistics. This is to encourage competition in order to obtain maximum possible debt collection. 2. The specification includes KPIs , the first of which gives target collection rates. The Framework Management Board will monitor performance against the KPIs. 3. As part of their tenders, the bidders were required to explain in great detail how they managed the performance of their staff. 4. Bidders were also required to put forward ideas and innovations on the subject of how they could help the Council to increase collection rates.

APPENDIX 2 – Extract from PQQ Evaluation Methodology

The type of assessment for each section is given in the following table, in the order in which they will be assessed:

Section	Area of Assessment	Method
H	Technical capacity and capability	See 2.1
B	Economic and financial standing	Pass/Fail
A	Business probity / ethical standing	Pass/Fail
D	Health and Safety	Minimum score
C	Equalities and diversity	Pass/Fail
G	Quality assurance	Simple score
F	Environmental considerations	Simple score

If it is necessary to narrow the number of successful companies down to twelve for the shortlist, the following weightings will apply to the scores achieved in the chosen sections:

Section	Area of Assessment	Weighting
H	Technical capacity and capability	3
D	Health and Safety	2
G	Quality assurance	3
F	Environmental considerations	1

2.1 Assessment of Technical capacity and capability (Section H)

The company needs to satisfy part 10 and gain a minimum of 75% (i.e. 33 points) on parts 1 to 9 to pass this section of the PQQ and go on to the next evaluation.

The following information should be available for assessment for the Technical section.

Part	PQQ #	Area of assessment	Points available
1	H1.0	Assessment of potential employees.	5
2	H2.0	CRB checking.	5
3	H3.1	Supervision and management of staff bailiffs	5
4	H3.2	Supervision and management of self-employed bailiffs. (If no self-employed bailiffs, this will get the same mark as 3.1)	5
5	H4.0	County Court certificates and driver's licences.	5
6	H5.0	Adequacy of staffing levels - total	5
7	H5.0 E1.2	Adequacy of staffing levels – against current contracts shown in question E1.2.	5
8	H6.0 H6.1	Commission and incentives	5
9	H7.0	Legislative Changes, new technology and best practice.	5
10	H8.0	Required experience.	Pass/Fail

Apart from part 10, each part of the assessment will be given a mark from 0 to 5, as shown in the chart below. Part 7 also uses information from question E1.2:

Assessment	Score	Basis of score
No Submission	0 points	No submission was made
Very Poor	1 points	Unacceptable, an unsatisfactory response
Poor	2 points	Only some of the requirements met
Acceptable	3 points	A satisfactory response, which meets the basic requirements.
Good	4 points	Good response, which meets all requirements and gives some confidence
Excellent	5 points	Outstanding response, exceeds expectations, adds value, full confidence and includes innovation

2.2 Health and Safety (Section D)

The following information should be available for assessment for Health and Safety. Each part represents a specific percentage of the overall assessment, as shown in the table. The company needs to show a compliance with the requirements of at least **75%** to pass this section:

Part	PQQ #	Area of assessment	%age
1	D2.0	Statement of General Policy on Health and Safety (signed by senior director/partner and dated)	5%
2	D2.0	Organisation for carrying out the Policy (i.e. division of duties, delegation of responsibilities, structure chart)	10%
3	D2.0	Arrangements for carrying out the Policy (this should include an Index plus a selection of Safety Procedures which address specific hazards related to the work)	15%
4	D3.0	Consultation (how do you consult with your workforce, i.e. safety committees/forums)	5%
5	D4.0	Health and Safety Training (i.e. records of training provided to managers and employees, i.e. training matrix and examples of training certificates)	10%
6	D5.1/ D5.2	Details of arrangements for receiving Health & Safety advice (i.e. safety professionals or consultants)	5%
7	D6.0	Accident Reporting Procedure	5%
8	D6.1	Accident Statistics for last three years	5%
9	D7.0	Procedures/protocols for dealing with or diffusing violence and aggression.	10%
10	D8.0	Risk Assessment Procedure	5%
11	D8.1	Three completed Risk Assessments relevant to this contract (need to provide and pass all three to achieve 15%)	15%
12	D9.0	Enforcement Notices (i.e. Improvement Notices, Prohibition Notices or Prosecutions in last five years)	5%
13	D10.0	Ensuring self-employed bailiffs know the processes/procedures.	5%

2.3 Quality Assurance (Section G)

This section will be assessed on the information about your quality management requested in question G1.0. Your response to this question will be marked between 0 and 5 as follows:

Assessment	Score	Basis of score
No Submission	0 points	No submission was made
Very Poor	1 points	Unacceptable, an unsatisfactory response
Poor	2 points	Only some of the requirements met
Acceptable	3 points	A satisfactory response, which meets the basic requirements.
Good	4 points	Good response, which meets all requirements and gives some confidence
Excellent	5 points	Outstanding response, exceeds expectations, adds value, full confidence and includes innovation

This result will be given a weighting on 3 if used to narrow the number invited to tender.

2.4 Environmental Considerations (Section F)

This section will be assessed on the information about your environmental management requested in questions F1.0 to F3.0. Your response to each of these questions will be marked between 0 and 5 as follows:

Assessment	Score	Basis of score
No Submission	0 points	No submission was made
Very Poor	1 points	Unacceptable, an unsatisfactory response
Poor	2 points	Only some of the requirements met
Acceptable	3 points	A satisfactory response, which meets the basic requirements.
Good	4 points	Good response, which meets all requirements and gives some confidence
Excellent	5 points	Outstanding response, exceeds expectations, adds value, full confidence and includes innovation

This means there will be a maximum available result of 15 for this section. This result will be given a weighting of 1 if used to narrow the number invited to tender.

APPENDIX 3 – Tender Evaluation Methodology

1. Assessment Method

Weightings

Submissions will be assessed on the basis of Quality and Price. A weighted model will be applied, with Quality forming 70% of the assessment and Price forming 30%.

Thresholds

To be considered, bidders are required to achieve at least 42 points from the 70 points available for the quality part of the evaluation.

The five bidders who score the highest points overall will be admitted to the framework. If fewer than five bidders achieve the minimum quality score given above the framework will proceed with the number of bidders that pass.

If there is a tie to get into the top five places, the ranking of the pricing scores will be used to decide it.

2. Quality Assessment

Method Statements

Each Method Statement has been weighted according to its importance to the Council's running of the contract. Responses to each of the Method Statements, as set out in the guidance notes, will be assessed against the Council's requirements.

Scoring

Each sub-criterion will be marked out of 5 and the score multiplied by the weight shown under Evaluation Criteria below. The following table will be used as a basis for scoring the quality part of the Tender:

Assessment	Score	Basis of score
No Submission	0 points	No submission was made
Very Poor	1 points	Unacceptable, an unsatisfactory response
Poor	2 points	Only some of the requirements met
Acceptable	3 points	A satisfactory response, which meets the basic requirements.
Good	4 points	Good response, which meets all requirements and gives some confidence
Excellent	5 points	Outstanding response, exceeds expectations, adds value, full confidence and includes innovation

Evaluation Criteria

The following table shows the weightings to be used for the quality evaluation for each sub-criterion, and the total for each Method Statement:

MS	Method Statement	Sub criteria	Weight	
1	Performance management	Training & development	4	18
		Disciplinary procedures	4	
		Rewards & Incentive schemes	3	
		Office procedures	3	
		Managing performance	4	
2	Security management	Building security	2	12
		Financial security, including payments	2	
		Data security & security breaches	2	
		Audit requirements and procedures	2	
		Prevention and detection of fraud	2	
		Business Continuity / Disaster Recovery	2	
3	Complaints	Reach Council's Complaints standards	1	5
		Contractor's Complaints Policy	2	
		Interface with Council Procedures	1	
		Monitoring & Analysis	1	
4	Collection rates	Additional Activities	5	20
		Tracing Procedures	5	
		Initiatives, Ideas and Improvements	10	
5	Contract management	Public telephone lines	1	15
		Transfer of cases and payments	1	
		Managing the Council's money	2	
		Certificated bailiffs	1	
		Client website	2	
		Supporting IT systems	2	
		Client management team	2	
		Supplied letters, notices & other docs	2	
		Supplied reports	2	
		TOTAL		70

3. Clarification

The evaluation mark will be based on the bidder's written tender, but this will be clarified (and its veracity and accuracy verified) by the following methods:

- By responses to clarification questions (if any)
- Through a clarification meeting
- Written feedback from referees

The initial evaluation will be based upon the bidders written tender, however there is a possibility that during the assessment process there may arise uncertainties in what bidders have stated in their submissions. The evaluation process has a built-in opportunity to attend to uncertainties, through a process of clarification. These will be identified by evaluators as they are assessing the submission.

Clarification requests will be dispatched in written form in a template (which will be sent to all evaluators). Bidders should return the completed template as soon as possible, and certainly before the date they are given for the presentation mentioned in Method Statement 4. The presentation will be followed by a 30 minute meeting to allow the evaluators to follow up on the clarifications and to ask any further questions arising from them or from the presentation itself.

There needs to be a careful distinction between clarifications and omissions, and the process is about clarifying ambiguities or uncertain commitments and not about providing an opportunity to address something that has not been addressed in the written submission. This would be unfair to the other bidders. The process is primarily about getting certainty of commitments, e.g. where a potential conflict has arisen between what is apparently being proposed and what is required in the specification.

The evaluators will have assigned initial marks based upon their review of the bidder's response document. They will then make a final evaluation, taking into account any clarifications ascertained from the method above, and reach a final score. The scoring will be checked for consistency and moderated where required. Overall scores will be calculated to ascertain the bidder's overall percentage score.

4. Price Assessment

Scoring

The Evaluation Panel will assess the price submissions for this framework. Each of the service areas given in the Pricing Schedule will be evaluated separately as described below.

4.1

The following method will be applied to those items in the pricing schedule that lend themselves to direct comparison (i.e. items 3.1.1, 3.1.2, 4.1, 4.2, 4.3 and 5):

The lowest rate will be given a maximum score of 5 and the higher rates will receive a score that is relative to the lowest using the following formula:

$$(\text{lowest rate}/\text{higher rate}) \times 5$$

For example, if the lowest rate is 25 and a higher rate is 40, the calculation will be as follows:

$$\begin{aligned} 25/40 &= 0.625 \\ 0.625 \times 5 &= 3.125 \end{aligned}$$

This would be rounded to 2 places as 3.13

4.2

For the adjustment to the debt collection rates (item 3.2), it will first be necessary to calculate a single rate to compare. This will be done by assuming one of each of the items quoted is to be added to the basic service given in section 13 of the Specification. The extra percentages will be added to give a total percentage for the test requirement. The total percentages will then be scored using the method in 4.1 above.

4.3

For the lists of reasonable cost items at 1.2 (Ctax and NNDR), 1.3 and 2.2, each item on the list will be compared using the formula at 4.1 above. The marks will then be added up and divided by the number of items in the list to give an average.

Where a bidder has included a charge under 'Other' that is not included by any other bidder, and therefore not capable of comparison, it will be allocated a nominal mark of 2.

Evaluation Criteria

As with the quality part of the evaluation, pricing scores will be weighted to achieve the final result. The following table shows the weightings that apply to the relevant Services and Debt Types of the Pricing Schedule:

#	Service	Para	Debt type	Weight
1	Liability Orders	1.2	Council Tax – Reasonable costs	1
		1.2	NNDR – Reasonable costs	1
		1.3	BID Levy	1
2	Warrants of Execution	2.2	Penalty Charge Notices	3
3	Debt Collection	3.1.1	Revenues and Benefits	5
		3.1.2	Penalty Charge Notices	5
		3.2	Other	2
4	Arrest Warrants	4.1	Bail	3
		4.2	No Bail	3
		4.3	Committal	3
5	Tracing	5	All	3
			TOTAL	30

Method Statement Questions - Southwark Council Bailiff Framework

Bidders are asked to complete 5 Method Statements. Each Method Statement question contains a number of bullet points which are areas that should appear within the response, but the response is expected to be wider and more comprehensive than just these points.

For Method Statements 3 and 5, bidders are asked to supply additional material to support their answer. These additional items will be marked as separate sub-criteria and appear in the table of evaluation criteria at 3 above. For Method Statement 4, bidders are asked to prepare a 15 minute presentation that may be used to add depth to their answer. It will not be marked separately and should, therefore, not introduce matter that is not referred to in the written reply.

To assist the evaluation process, each Method Statement should be included in a separate section of the Tender and clearly labelled with the number and title. Written material should be in Arial 11 point and each page numbered. There should be no more than 30 sides of A4 in total as a response to the Method Statement questions, but bidders may allocate this allowance as they please across the questions. This limit does not include the additional material requested for Method Statements 3 and 5, which should be placed in appendices B to D, suitably labelled. The Pricing Schedule should be in Appendix A.

Method Statement 1 – Performance Management

Describe how this contract will be managed with regard to performance, covering the following areas:

- Training and development
- Disciplinary procedures
- Rewards and incentive schemes
- Office procedures
- Managing performance

Method Statement 2 – Security Management

Describe how the following security matters will be dealt with on this contract:

- Keeping contractor buildings secure
- Securing payments and financial transactions
- Securing data and dealing with breaches of data security
- Audit requirements and procedures
- Prevention and detection of fraud
- Business Continuity and Disaster Recovery

Method Statement 3 – Complaints

Describe how you will manage any complaints arising from this contract, to include the following areas:

- How you are going to ensure your complaints policy reaches the Council's complaint standards or better. (A copy of the Council's Corporate Complaints Policy can be obtained from our website www.southwark.gov.uk .)
- How you anticipate the interface between your procedure and the Council's procedure will work. For example, what would happen if a complaint was made direct to the Council about the activities of a bailiff employed by your company?
- How you monitor the outcomes of complaints and what trend analysis occurs.

Please also supply the following item:

1. A copy of your Complaints Policy

Method Statement 4 – Collection Rates

Describe how you will help the Council to improve and maximise the collection rates of debts. Areas to consider in this reply are:

- What additional activities could be undertaken between the final standard actions given in the specification (e.g. final warning letter) and the case being returned as unsuccessful.
- What procedures and systems you would utilise to ensure debtors are successfully traced.

- Any initiatives, ideas or improvements that may improve collection rates. (Remember to describe whether these are specific to a single area, e.g. PCNs, or applicable to all types of debt.)

The following will also be required as part of this Method Statement:

1. A 15 minute presentation to demonstrate the initiatives, ideas or improvements suggested under the third bullet point above. N.B. this presentation will act as verification of the written submission. Please do not introduce any ideas into the presentation that are not also in the written submission.

Method Statement 5 – Contract Management

Describe the contract management arrangements that will be in place. Include, as a minimum:

- Details of public telephone lines available for enquiries; hours of operation, out of hours and call back options, type of line (e.g. local rate), number of lines.
- Details of how you will transfer cases and payments to and from the Council.
- Details of how you will manage the Council's money while it is in your possession.
- Details of how you will ensure that a certificated bailiff is present when levying distress.
- Details of any client website facilities the Council may use for accessing information, updating information, contacting contractor staff.
- Details of all IT systems that will be used to support the contract, e.g. customer management/telephone answering systems, financial systems, etc.
- Details of the client management team and their availability to the Council. Including career and qualification details of the key staff that will be working on this contract. At the minimum, this should be for the Contract Manager and the Director Client Relationship Manager.

Please also supply the following items:

1. Samples of all standard letters, notices and other documents that will be used to provide the services under this contract. N.B. Southwark Council reserve the right to require alterations to any of these documents before they are used, at no cost to the Council.
2. Samples of the standard reports that will be sent to Southwark Council as part of reporting performance, debt and stage analysis and any other that you currently provide regularly to Clients.

At a minimum, these should include the reports given in Appendix 4 of the Specification, or the nearest equivalent.

N.B. Southwark Council reserve the right to require alterations and/or additions to any of these reports prior to the start of the contract, at no cost to the Council.

Pricing Schedule - Southwark Council Bailiff Framework

Bidders are asked to complete all sections of the schedule of rates below. For clarity, this has been divided up by the type of service required as shown in the specification. Please note that the prices quoted within this pricing schedule will remain in force throughout the four years of the framework agreement, apart from where statutory costs are increased by amendments to the legislation.

The Council anticipates that the execution of Liability Orders, whether for Council Tax, Business Rates or BID Levy, will be charge free to itself, except for the payment of VAT on the fees charged to the debtor. The Council also anticipates that Warrants of Execution will be processed charge free to itself. In both these cases, it is expected that the contractor will obtain their fee directly from the debtor.

1. Liability Orders

1.1. Statutory Charges (Council Tax and NNDR)

Certain of the charges applicable to the recovery of Council Tax and Business Rate debt are defined by law under the following two pieces of legislation:

- The Council Tax (Administration and Enforcement) Regulations 1992
- The Non-Domestic Rating (Collection and Enforcement) Regulations 1989

These charges are shown in the following table and will be charged as shown:

Description	CTax	NNDR
First visit to property without execution	£24.50	£24.50
Second visit to property without execution	£18.00	£18.00
Close possession – per day	£15.00	£15.00
Walking Possession	£12.00	£12.00

1.2. Reasonable Costs (Council Tax and NNDR)

The contractor is also allowed to charge reasonable costs for other activities involved in the recovery of Council Tax and Business Rates. Please enter in the table below the fees you would like to charge to the debtor for the items indicated. Please note that the costs quoted should be totally inclusive, e.g. the cost for van calls should include such things as waiting time, but should not include VAT.

	Description	CTax	NNDR
1.2.1	Levy fees (order executed)		
	Charges for van calls:		
1.2.2	a) Goods not removed		
1.2.3	b) Goods removed and stored		
1.2.4	Charges for goods in storage, per day (goods sold)		
1.2.5	Charges for goods in storage, per day (goods returned to debtor)		
	Charges for:		
1.2.6	a) Credit Card		
1.2.7	b) Debit Card		
1.2.8	Any other charges to debtor (please specify)		

1.3. BID Levy

There are no statutory charges for Liability Orders related to the recovery of BID Levy debt. Please enter in the table below the fees you would like to charge to the debtor for the items indicated. Please note that the costs quoted should be totally inclusive, e.g. the cost for van calls should include such things as waiting time, but should not include VAT.

	Description	BID Levy
1.3.1	First visit to property without execution	
1.3.2	Second visit to property without execution	
1.3.3	Close possession – per day	
1.3.4	Walking Possession fees	
1.3.5	Levy fees (order executed)	
	Charges for van calls:	
1.3.6	a) Goods not removed	
1.3.7	b) Goods removed and stored	
1.3.8	Charges for goods in storage, per day (goods sold)	
1.3.9	Charges for goods in storage, per day (goods returned to debtor)	
	Charges for:	
1.3.10	a) Credit Card	
1.3.11	b) Debit Card	
1.3.12	Any other charges to debtor (please specify)	

2. Warrants of Execution

2.1. Statutory Charges

The level of charges that are applicable for certain activities involved in the recovery of road traffic debt are defined in the Enforcement of Road Traffic Debts Order 1993. It is stated that for visits, the balance that can be charged is based on a percentage of the outstanding sum due.

The table below contains the charges that are to be used in Southwark. It should be noted that VAT cannot be charged on the outstanding penalty charge.

Activity	PCN £95	PCN £125	PCN £155	PCN £185
Preparing and sending a letter of intended action	£11.20	£11.20	£11.20	£11.20
1 st Visit	£29.97	£38.14	£46.54	£54.94
2 nd Visit	£38.06	£48.81	£56.70	£58.81
3 rd Visit	£48.72	£57.27	£59.82	£62.05
Attendance to Remove	£141	£141	£141	£141

2.2. Reasonable Costs

The contractor is also allowed to charge reasonable costs for other activities involved in the recovery of road traffic debt. Please enter in the table below the fees you would like to charge to the debtor for the items indicated. Please note that the costs quoted should be totally inclusive and that VAT should also be included. Also note that all contractors executing Warrants for PCN debt will be expected to have commensurate charges, and a cap of £500 will be imposed.

	Activity	Charge
2.2.1	Vehicle Clamping	
2.2.2	Vehicle/Goods Removal	
2.2.3	Aborted Removal	
2.2.4	Charges for:	
	a) Debit Card	
	b) Credit Card	
	c) Dishonoured Payment	
2.2.5	Charges for goods in storage, per day	
2.2.6	Any other charges to debtor (please specify)	

3. Debt Collection

3.1. Services as Specified

Please read Sections 13 and 14 in the specification and quote for the debt collection services as specified. This quote should be in the form of a percentage of debt recovered.

	Service	%age
3.1.1	Debt Collection – Revenues and Benefits (section 13)	
3.1.2	Debt Collection – Penalty Charge Notices (section 14)	

3.2. Service Adjustments

Because other parts of the Council may not wish to use the debt collection service exactly as specified in sections 13 or 14, you are requested to give itemised charges for the activities within the debt collection service, to be applied as increases or decreases the cost of the service as specified in section 13. If you are prepared to do all forms of debt collection for the same percentage rate, please put zero in each of the rows.

	Service	%age
3.2.1	Initial letter	
3.2.2	2 nd and any subsequent letter	
3.2.3	Per telephone call or text message	
3.2.4	Per visit	
3.2.5	Verifying address or finding new address, as part of debt collection	
3.2.6	Arranging and monitoring a payment arrangement	
3.2.7	Any other charge (please specify)	

4. Arrest Warrants

Please read sections 8 to 11 on Arrest Warrants and give your charges for executing these, as specified, in the following table. The charge should be per warrant.

	Service	Cost
4.1	Bail Warrant (section 9)	
4.2	No Bail Warrant (section 10)	
4.3	Committal Warrant (section 11)	

5. Tracing

Various of the services specified have tracing activities included within them. In this section, you are asked to detail how you would charge for these activities as a stand-alone service, such as that required by Parking Services prior to the appointment of a new Parking Enforcement Contractor. The charge should be per batch of addresses allocated.

Appendix 4 – Framework call-off arrangements

4.1 Allocation of Liability Orders

Allocation will be as follows:

- For each of the first three months, the five contractors will, as far as possible, be allocated an equal number of Liability Orders. These may be Council Tax, Business Rates, BID Levy or a combination of the three.
- By the end of the three months, the initial Liability Orders should have been returned to the Council. A first ranking of the contractors will then be made, based upon the collection rate on these orders. For the next three months the top two performers will each receive 40% of the orders allocated, the third performer will receive 20%, and the lowest two will receive none.
- Collection rate will be decided as follows:

$$\frac{[\text{Amount collected}] \times 100}{\text{-----}} \\ [\text{Debt available for collection}]$$

- At the end of six months, all the initial Liability Orders should have been returned to the Council. A second ranking of all five contractors will be made, based upon the collection rates of all cases allocated in the first three months.
- The two lowest performers will become reserves and will be given guidance by the Nominated Officer as to where performance needs to be improved. Reserves will get a chance to change places in the ranking at the next six monthly review.
- The Revenues and Benefits section will re-evaluate performance every six months, and the rankings will be readjusted if necessary. The proportions allocated may also be adjusted to reflect volume of work and/or the gap between the performances, as may the number of contractors who are considered 'active' for the purposes of this work.
- In order to enable the reserves to be re-evaluated at the six monthly review, they will each be allocated a batch of Council Tax Liability Orders and Business Rates Liability Orders three months before the review. This will enable them to complete the batches before the review. The three active contractors will be allocated similar batches at the same time and all five contractors will be evaluated only on those batches.

4.2 Allocation of Warrants of Execution

Allocation will be as follows:

- Months 1-3 (Q1) – An equal number of warrants will be issued to all five bailiff companies during the first 3 months.
- Month 4 – Collection rates for warrants allocated in Month 1 will be compared and no warrants will be allocated to the two lowest performing contractors (B4 and B5).
- Collection rate will be decided as follows:

$$\frac{[\text{Amount collected}] \times 100}{\text{-----}} \\ [\text{Debt available for collection}]$$

- Month 5 – Collection rates for warrants allocated in Q1 will be compared for remaining three contractors and the lowest performer (B3) will have their allocation of warrants reduced from 33% to 10%, the rest being spread equally between the other two.
- Month 6 – Collection rates for warrants allocated in Q1 will be compared for all five contractors. The top two performers will each receive 45% of the warrants allocated, the third performer will receive 10%, and the lowest two will receive none.
- Month 7 – Collection rates for warrants allocated in Q1 will be compared for all five contractors. The two lowest performers will become reserves and will be given guidance by the Nominated Officer as to where performance needs to be improved. They will also each be given a single batch of work to enable them to be evaluated at the next six-monthly review.
- Parking Services will re-evaluate performance every six months, and the rankings will be readjusted if necessary. All five contractors will be evaluated at this review, and it will only consider the single batch of work given to each of them immediately after the previous review.

4.3 Allocation of Tracing and Arrest Warrant cases

- The two contractors offering the lowest prices for the Service being used, as given in their Pricing Matrices, will be allocated work on a rotation basis.

4.4 Allocation of Debt Collection cases

- The three contractors offering the lowest prices for the Service, as given in their Pricing Matrices, will be allocated work on a rotation basis.
- If the collection rate for any of the active contractors falls below the Minimum Acceptable Collection Rate for the debt type being collected, they will cease to be active and the next cheapest contractor will take their place.

4.5 Notes

- 4.5.1. Because of the nature of the court process, the proportions given above in paragraphs 4.1 and 4.2 are unlikely to be precise. The aim will be to keep as close to these proportions as possible, especially over the longer term.
- 4.5.2. For Tracing and Debt Collection Services, each business unit will use its own rotation cycle when allocating cases. Over time this should balance out. It would be too unwieldy to attempt to rotate these Services across the whole Council.
- 4.5.3. In paragraphs 4.3 and 4. 4 above, if a number of contractors are offering the same price for a Service, and that is the lowest, then all of those contractors will be allocated work on a rotation basis, even if there are more than the number stated in the paragraph.
- 4.5.4. Although the above methods of allocating work allow for business units to use only a subset of the five contractors in the framework, it is entirely possible that any particular contractor may be 'active' with regard to one Service and passive or in reserve with regard to another. Consequently, although no level of work is guaranteed to any participant in the framework, it is possible that each of them may be able to obtain some work from the Council.

- 4.5.5. The arrangements detailed above have been designed to allow contractors to compete for particular types of work in a fair and appropriate manner, consistent with the needs of the business unit and the nature of the work involved.
- 4.5.6. A separate evaluation of performance exists at the level of the Framework Management Board. This is to allow for the suspension from the framework of any contractor that consistently fails to perform to the Key Performance Indicators. In practice, the most important KPIs will be measured by the above arrangements. However, it is essential that a method exists to suspend any contractor that achieves collection targets at the cost of the Council's reputation or any other unwise practice. Contractors suspended from the framework will be given the opportunity to demonstrate to the Framework Management Board that processes and procedures have been amended to eliminate the problem.

4.6 Call-off Form

- 4.6.1. The following short form will be used by business units to call-off work, and will accompany the cases allocated to a Contractor:

Call-off of Bailiff Services by Southwark Council		
Contracting Business Unit:	Contractor:	
Invoice Address:		
Nominated Officer:	Contract Manager:	
Signature:	Signature:	
Type of Service to be provided:	No of cases:	Total value of cases:
Details or Notes:		
Council Reference:	Start date:	Return Date: