

Oysterman

*Please ask
for:**Ian Wilkie
01835 825006
IW/CDC30/1B*By email:-
request-138298-
4b01cdaf@whatdotheyknow.com*Our Ref:**Your Ref:**E-Mail:**iwilkie@scotborders.gov.uk**Date:**13 March 2013*

Dear Oysterman

**Freedom of Information Request No. 5088
Contract – Citizens Advice Bureau**

I refer to your request for a review of the Council's decision in respect of the above.

The Council's Freedom of Information Advice Group met on Friday, 8 March 2013 to consider your request and I can advise as follows:-

The Advice Group considered your request that the Council disclose the pricing schedule information on the basis that the pricing referred to had been censored, and therefore such information should have been made public if this was the case; and that the signatures which had been apparently redacted in the previous response to your request be disclosed on the basis that the name of the people who allegedly signed these documents had already been disclosed. You stated that you believed redacting the signatures had served no real purpose for the purposes of Data Protection Legislation, as such signatures were given to the public service/placed on the documents purportedly for the contract of a service for the public, therefore the signatures should be evidenced to the public.

The Advice Group were provided with background information relating to the contents of the pricing schedule, and were further advised that, as part of the tender process, the CAB had signed a Freedom of Information Schedule consenting to the release of information contained in their tender submission. During the discussions the Advice Group, in referring to the request for disclosure of signatures on the contract, were of the opinion that this should not be disclosed because this was personal information and could in fact lead to identity fraud in terms of Section 38(1)(b) of FOISA.

The Advice Group have agreed to advise you that the initial decision taken not to release the information requested relating to the pricing schedule had been reasonable, but that the documents be now released as the CAB had given their agreement. The Advice Group further agreed that the original decision not to disclose details of the signatures on the contract to you because this was personal information be upheld, and that details of signatures should not be provided under Section 38(1)(b) of FOISA. The Group noted that releasing copy signatures could lead to identity theft.



Oysterman
13 March 2013

Page 2

You have the right to apply to the Scottish Information Commissioner and apply for a review of the decision as to whether Scottish Borders Council has dealt with your request for information in accordance with the Freedom of Information (Scotland) Act 2002. I attach a copy of Section 47 of that Act which explains the process of appeal. Your application must be in writing or in another permanent form, and must state your name and address for correspondence. It should provide details of the information requested and the matter which gives rise to your dissatisfaction.

An application to the Commissioner must be made before the expiry of six months after the date of receipt by you of the notice complained of. I attach below the address of the Commissioner.

Yours sincerely



Ian Wilkie
Head of Corporate Governance

Rosemary Agnew
Scottish Information Commissioner
Kinburn Castle
Doubledykes Road
St Andrews, KY16 9DS
Phone, 01334 4646410, Email: enquiries@itspublicknowledge.info
Fax, 01334 4646411

47 Application for decision by Commissioner

(1) A person who is dissatisfied with—

(a) a notice given under section 21(5) or (9); or

(b) the failure of a Scottish public authority to which a requirement for review was made to give such a notice,

may make application to the Commissioner for a decision whether, in any respect specified in that application, the request for information to which the requirement relates has been dealt with in accordance with Part 1 of this Act.

(2) An application under subsection (1) must—

(a) be in writing or in another form which, by reason of its having some permanency, is capable of being used for subsequent reference (as, for example, a recording made on audio or video tape);

(b) state the name of the applicant and an address for correspondence; and

(c) specify—

(i) the request for information to which the requirement for review relates;

(ii) the matter which was specified under sub-paragraph (ii) of section 20(3)(c); and

(iii) the matter which gives rise to the dissatisfaction mentioned in subsection (1).

(3) For the purposes of paragraph (a) of subsection (2) (and without prejudice to the generality of that paragraph), an application under that subsection is treated as made in writing where the text of the application is as mentioned in paragraphs (a) to (c) of section 8(2).

(4) Subject to subsection (5), an application to the Commissioner under subsection (1) must be made—

(a) where the application concerns a matter mentioned in paragraph (a) of subsection (1), before the expiry of six months after the date of receipt by the applicant of the notice complained of; or

(b) where the application concerns a matter mentioned in paragraph (b) of that subsection, before the expiry of six months after the period allowed in section 21(1) for complying with a requirement for review has elapsed.

(5) The Commissioner may consider an application under subsection (1) made after the expiry of the time allowed by subsection (4) for the making of that application if, in the opinion of the Commissioner, it is appropriate to do so.

(6) The Scottish Ministers may by regulations provide—

(a) that a paragraph of subsection (4) is to have effect as if the reference in that paragraph to six months were a reference to such other period of months (being a period of not less than six months) as is specified in (or determined in accordance with) the regulations; and

(b) that subsection (5) is to have effect accordingly.

(7) Regulations under subsection (6) may—

(a) prescribe different periods of months in relation to different cases; and

(b) confer a discretion on the Commissioner.

(8) This section is subject to section 48.

56 Appeal against notices under Part 4

An appeal, on a point of law, to the Court of Session may be made—

(a) against a decision by the Commissioner under subsection (2) of section 49, by the person who applied for that decision;

(b) against a decision by the Commissioner under subsection (3)(b) of that section—

(i) by that person; or

(ii) by the Scottish public authority in respect of which the decision was made; or

(c) against the decision which resulted in the giving of—

(i) an information notice; or

(ii) an enforcement notice,

to a Scottish public authority, by that authority.

**Tender for Money and Welfare Advisory Services in Scottish Borders
Borders Citizens Advice Consortium**

Schedule 9

PRICING SCHEDULE

1. Prices should be submitted in accordance with the requirements of the Pricing Schedule below. The format of the pricing schedule, as set by Scottish Borders Council, should not be altered by the Tenderer. All tenderers prices and any payments under a resulting contract shall be in pounds sterling. Tendered prices shall be exclusive of VAT.

Tenders between **£180,000 and £225,000** per annum are invited. The Provider should take into account the need to incorporate into their tender bid £25,000 to cover the costs of the Council providing the service delivery infrastructure (outlined in "Information to Providers", Schedule 1).

2.1 Pricing Schedule

Year 1

<u>Budget Heading</u>	<u>Total Cost £</u>
Staff Costs (to include management, advisers, and administrative support)- note that this should be clearly linked to the organisational structure diagram asked for in Schedule 7	169,467
Training Costs (to include direct training costs for staff and volunteers, venues, catering etc and should include an allowance for National Standards accreditation)	1,235
Transport Related Expenditure (showing forecasts for mileage and a rate per mile) Principally volunteer mileage. Mileage rate 40p	11,961
Service Delivery Infrastructure NB Bid submitted on basis that we will not purchase the SBC controlled telephone service and SBC accommodation will be provided free (see Sch 7 answer 3.6.1)	0
Other premises related expenditure (this should detailed clearly, given the availability of premises throughout the region, as outlined in "Information to Providers, Schedule 1). Heat, light, cleaning Water charges Insurance Repair & maintenance Room hire	10,775 1,155 1,329 2,299
Supplies and Services (please specify, for example stationery, IT equipment) Telephones Broadband postage Printing and stationery Photocopying Equipment Publications Advertising Subscriptions	5,979 766 2,887 3,875 554 2,768 315 85 3,662

Software	639
Other (please specify, for example relevant insurance costs)	
Indemnity insurance	1,186
Annual Conference	511
Audit	681
Other Costs	2,019
Capital Expenditure	852
TUPE costs (if applicable)	
TOTAL COST OF THE SERVICE	225,000
TOTAL BID PRICE TO THE COUNCIL	225,000

Year 2

Budget Heading	Total Cost £
Staff Costs (to include management, advisers, and administrative support)- note that this should be clearly linked to the organisational structure diagram asked for in Schedule 7	169,467
Training Costs (to include direct training costs for staff and volunteers, venues, catering etc and should include an allowance for National Standards accreditation)	1,235
Transport Related Expenditure (showing forecasts for mileage and a rate per mile) Principally volunteer mileage. Mileage rate 40p	11,961
Service Delivery Infrastructure NB Bid submitted on basis that we will not purchase the SBC controlled telephone service and SBC accommodation will be provided free	0
Other premises related expenditure (this should detailed clearly, given the availability of premises throughout the region, as outlined in "Information to Providers, Schedule 1). Heat, light, cleaning Water charges Insurance Repair & maintenance Room hire	10,775 1,155 1,329 2,299
Supplies and Services (please specify, for example stationery, IT equipment) Telephones Broadband postage Printing and stationery Photocopying Equipment Publications Advertising Subscriptions Software	5,979 766 2,887 3,875 554 2,768 315 85 3,662 639

Other (please specify, for example relevant insurance costs)	
Indemnity insurance	1,186
Annual Conference	511
Audit	681
Other Costs	2,019
Capital Expenditure	852
TUPE costs (if applicable)	
TOTAL COST OF THE SERVICE	225,000
TOTAL BID PRICE TO THE COUNCIL	225,000

Year 3

<u>Budget Heading</u>	<u>Total Cost £</u>
Staff Costs (to include management, advisers, and administrative support)- note that this should be clearly linked to the organisational structure diagram asked for in Schedule 7	169,467
Training Costs (to include direct training costs for staff and volunteers, venues, catering etc and should include an allowance for National Standards accreditation)	1,235
Transport Related Expenditure (showing forecasts for mileage and a rate per mile) Principally volunteer mileage. Mileage rate 40p	11,961
Service Delivery Infrastructure NB Bid submitted on basis that we will not purchase the SBC controlled telephone service and SBC accommodation will be provided free	0
Other premises related expenditure (this should detailed clearly, given the availability of premises throughout the region, as outlined in "Information to Providers, Schedule 1). Heat, light, cleaning Water charges Insurance Repair & maintenance Room hire	10,775 1,155 1,329 2,299
Supplies and Services (please specify, for example stationery, IT equipment) Telephones Broadband postage Printing and stationery Photocopying Equipment Publications Advertising Subscriptions Software	5,979 766 2,887 3,875 554 2,768 315 85 3,662 639
Other (please specify, for example relevant insurance costs)	

Indemnity insurance	1,186
Annual Conference	511
Audit	681
Other Costs	2,019
Capital Expenditure	852
TUPE costs (if applicable)	
TOTAL COST OF THE SERVICE	225,000
TOTAL BID PRICE TO THE COUNCIL	225,000

Because there is the potential for a 1 plus 1 years extension to this contract, please provide details of your indicative costings for years 4 and 5.

Year 4

<u>Budget Heading</u>	<u>Total Cost £</u>
Staff Costs (to include management, advisers, and administrative support)- note that this should be clearly linked to the organisational structure diagram asked for in Schedule 7	169,467
Training Costs (to include direct training costs for staff and volunteers, venues, catering etc and should include an allowance for National Standards accreditation)	1,235
Transport Related Expenditure (showing forecasts for mileage and a rate per mile) Principally volunteer mileage. Mileage rate 40p	11,961
Service Delivery Infrastructure NB Bid submitted on basis that we will not purchase the SBC controlled telephone service and SBC accommodation will be provided free	0
Other premises related expenditure (this should detailed clearly, given the availability of premises throughout the region, as outlined in "Information to Providers, Schedule 1). Heat, light, cleaning Water charges Insurance Repair & maintenance Room hire	10,775 1,155 1,329 2,299
Supplies and Services (please specify, for example stationery, IT equipment) Telephones Broadband postage Printing and stationery Photocopying Equipment Publications Advertising Subscriptions Software	5,979 766 2,887 3,875 554 2,768 315 85 3,662 639

Other (please specify, for example relevant insurance costs)	
Indemnity insurance	1,186
Annual Conference	511
Audit	681
Other Costs	2,019
Capital Expenditure	852
TUPE costs (if applicable)	
TOTAL COST OF THE SERVICE	225,000
TOTAL BID PRICE TO THE COUNCIL	225,000

Year 5

<u>Budget Heading</u>	<u>Total Cost £</u>
Staff Costs (to include management, advisers, and administrative support)- note that this should be clearly linked to the organisational structure diagram asked for in Schedule 7	169,467
Training Costs (to include direct training costs for staff and volunteers, venues, catering etc and should include an allowance for National Standards accreditation)	1,235
Transport Related Expenditure (showing forecasts for mileage and a rate per mile) Principally volunteer mileage. Mileage rate 40p	11,961
Service Delivery Infrastructure NB Bid submitted on basis that we will not purchase the SBC controlled telephone service and SBC accommodation will be provided free	0
Other premises related expenditure (this should detailed clearly, given the availability of premises throughout the region, as outlined in "Information to Providers, Schedule 1). Heat, light, cleaning Water charges Insurance Repair & maintenance Room hire	10,775 1,155 1,329 2,299
Supplies and Services (please specify, for example stationery, IT equipment) Telephones Broadband postage Printing and stationery Photocopying Equipment Publications Advertising Subscriptions Software	5,979 766 2,887 3,875 554 2,768 315 85 3,662 639
Other (please specify, for example relevant insurance costs)	

Indemnity insurance	1,186
Annual Conference	511
Audit	681
Other Costs	2,019
Capital Expenditure	852
TUPE costs (if applicable)	
TOTAL COST OF THE SERVICE	225,000
TOTAL BID PRICE TO THE COUNCIL	225,000

2.2 Early Settlement Discount.

Can you provide an early settlement discount?	
Response:	No If yes, please provide details
30 Days	_____ %
21 Days	_____ %
14 Days	_____ %
7 Days	_____ %

- 2.3 Please note, any additional costs incurred, which are not reflected in the Tender submission will not be accepted for payment.
- 2.4 All prices submitted in this tender are to remain valid for acceptance until the award of the contract and for the duration of any contract awarded.
- 2.5 All prices submitted shall be inclusive of reasonable travel and subsistence.
- 3 Variation in the Charges**
All prices quoted shall hold firm for the duration of the contract.

4 Payment & Invoicing

Scottish Borders Council pays all suppliers by Bankers' Automated Clearing Services (BACS). This is a scheme for the electronic processing of financial transactions. To avoid delayed payments, please ensure that you return your bank details to the Council's Finance Department when you receive a request to do so.

The Contractor will be required to submit invoices monthly in arrears for work in accordance with the Terms & Conditions. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. Each invoice shall be uniquely identified and shall specify the following minimum information:

Purchase Order number
Contract title & reference number
Deliverable details
Charges and total due including a deduction for any applicable discounts
Total value excluding VAT

Payment will be made to the Contractor within 30 of receipt of a valid invoice.