



Town Centre Marshalling Services Camborne Town Council

Request to Quote – Instructions

Part 1 (a) and (b)

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

Closing time and date for return of submission:
12:00 hrs on 31/07/2024

Name of Applicant:

Contract Title:

Contract Reference:

RFQ 07/24(01)

**Contracting Authority's
Representative and Authorised
Recipient for this Project:**

**Email Address for Quotation
Return:**

tenders@camborne-tc.gov.uk

Quotation Form (Low Value Quotation)

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PART 1(a) - REQUIREMENTS

1. INSTRUCTIONS FOR SUBMITTING QUOTATIONS

- 1.1 Invitation to submit a quotation for marshalling services as detailed in this RFQ.
- 1.2 It is the responsibility of the quotation supplier to obtain for themselves, at their own expense, all information necessary for the preparation of their quotation.
- 1.3 No quotation shall be considered unless it is submitted in accordance with the requirements described in these instructions and no quotation received after the closing date shall be accepted or considered.
- 1.4 Quotation suppliers' responses and information **MUST** be submitted as part of the quotation response. Failure to provide such information may result in the submission being rejected.
- 1.5 The Contracting Authority may at its own absolute discretion extend the closing date and time specified for the receipt of quotations or invite variations to the terms of the contract.
- 1.6 **Suppliers are asked to demonstrate that the services offered comply fully with the requirements of this document. This will be evaluated on a Pass / Fail basis. Only suppliers which pass this quality will have their price evaluated for consideration. The Contracting Authority will then evaluate this Quotation based on the lowest price.**
- 1.7 **For the purposes of this lowest price will be based on the following basis:**
Total available budget less any one-off costs submitted in supplier price schedule response with remaining budget divided by Costs per 3 visits.
One the back of this the supplier whose costs provide the most site visits with the remaining budget will be the preferred Supplier.
- 1.8 Note that all pricing will be fixed for the duration of the agreement. No costs, other than those included in this response will be allowed. Volumes provided are indicative.
- 1.9 All prices shall in all cases be exclusive of VAT, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.
- 1.10 The Contracting Authority does not bind itself to accept lowest or any quotation.
- 1.11 Suppliers should be aware that, should they be awarded a Contract, the content of the Contract may be published by the Contracting Authority to the general public in line with transparency requirements.
- 1.12 Before publishing any information, the Contracting Authority will consult with the supplier on any potential exemptions that may be applicable. The Supplier should note that the final decision on what information is published will rest will the Contracting Authority.

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2. KEY INFORMATION AND INDICATIVE TIMETABLE:

Authorised Recipient for this Project	
Email Address for Quotation Return:	tenders@camborne-tc.gov.uk
Maximum Budget (excluding VAT)	£25,000 (phase one) Subject to funding - option to include additional phases of up to £75,000 spend in total)

Stages following quotation submission	Date
Quotation issue date:	12/07/2024
Final date for clarifications to be sent to the Contracting Authority:	09/08/2024
Date/Time for Quotation Return:	16/08/2024 (noon)
Evaluation period	23/08/2024
Anticipated award date	24/08/2024
Contract Commencement Date	16/09/2024
Contract Expiry Date (Phase 1)	31/03/2025
Options for further phase (subject to funding)	31/03/2027

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3. SPECIFICATION

- a. Camborne Town Council is in receipt of funding from The Office of Police and Crime Commissioner and is seeking a security contractor to provide 'Hot Spot' marshalling services.
- b. The purpose of the marshalling services to the hotspot area is to provide:
 - i. Physical presence that compliments more traditional means such as police officers, Police Community Support Officers (PCSOs) and other agencies, to dissuade and prevent antisocial behaviour in community hotspots.
 - ii. Reassurance to those in the community through a physical presence within the hotspot and increasing public confidence
 - iii. Support in intelligence gathering for police and other blue light services.
 - iv. Assistance in safeguarding of vulnerable members of the community, both from harm, exploitation or abuse by others as well as from themselves.
 - v. Services which through how delivered are seen as a valued asset to the wider community.
 - vi. Helping to positively build and shape community and sense of community and in doing so building positive as opposed to negative behaviours.
 - vii. Empirical evidential insight and data related to the overall wellbeing of the hotspot which can provide further support to how the Primary Objectives of the funding are being achieved (or otherwise).
- c. The Primary Objectives from the Funding from the measure provided by this joined up approach include:
 - i. Reduction in **Hospital admissions** for assaults with a knife or sharp object (for all ages, and especially those under 25-year-olds): monitored indirectly.
 - ii. Reduction in **Knife and sharp instrument flagged offences** recorded by police for all ages, based on police recorded crime data: monitored indirectly initially although may be directly evaluated at some stage.

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- iii. Reduction in **homicides** recorded by the police but especially among those victims **aged under 25 and in non-domestic settings** (where the data allows): monitored indirectly
 - iv. Reduction in **firearms offences (under 25s)** recorded by the police: monitored indirectly
 - v. Reduction in **attempted murder and assault with intent** to cause serious harm recorded by the police: directly evaluated by Home Office
 - vi. Reduction in **robberies of businesses and people** recorded by the police: directly evaluated by Home Office
 - vii. Reduction in incidents of **ASB**, directly evaluated by Home Office
 - viii. Reduction in proportion of people in hotspots **concerned about ASB**: directly evaluated by evaluation partner using surveys
 - ix. Reduction in proportion of people in hotspots **reporting, experiencing, or witnessing ASB**; directly evaluated by evaluation partner using surveys
 - x. Reduction in **ASB-linked offences** recorded by the police (e.g. public order, drug misuse and criminal damage): directly evaluated by Home Office.
- d. The main duties of this contract will include the following:-
- i. Provide marshalling presence at agreed times within the defined hotspot area.
 - ii. Maintain a record of activity and in doing so providing key statistical returns on a monthly basis to help inform delivery against the Primary Objectives and support any necessary future strategic policy decisions around building a safer community (see Appendix A)
 - iii. Act as a force for good in how marshalling is conducted and role models which are valued by the community and those who they engaged with
 - iv. Work in partnership with both blue light services, key stakeholders such as shops, and community groups and charities.

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- e. The successful Contractor will be required to:
- i. Be approved contractor, licensed and registered by the Government Security Industry Authority (SIA), and maintain that registration and approval throughout any contract with the Council

<https://www.gov.uk/government/organisations/security-industry-authority>

- ii. Comply with all legislative requirements in how it performs it's duties <https://www.legislation.gov.uk/ukpga/2001/12/contents>
- iii. Comply with the relevant requirements as set out by British Standard Industries (or equivalent) <https://knowledge.bsigroup.com/categories/security-systems>
- iv. Ensure marshals wear approved uniform and ID badge to identify them (for example by first name and unique ID reference)
- v. Ensure marshals wear bodycams to be worn when undertaking marshalling duties which is able to have sound and video data recoverable as may be required to assist in any necessary investigations.
- vi. Engage with shops and businesses through Townlink radio network and DISC secure reporting for the trader community.
- vii. Marshals to have competency and use of body worn cameras (supplied by Town Council), suitable PPE including high viz vests (provided by contractor) and ability to provide Marshal to Marshal radio (provided by contractor) as well as competency with Police Airwaves
- viii. Provide a commitment to having all marshals accredited / registered with the Community Safety Accreditation Scheme (CSAS) within 3 months from commencement of any contract awarded. Note, CSAS would also mean a commitment from the supplier for all Marshalls to undertake an 'Enhanced DBS' (currently SIA only requires a basic DBS)

<https://www.devon-cornwall.police.uk/advice/advice-and-information/csas/community-safety-accreditation-scheme/>

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- f. In undertaking their duties marshals should act in a hierarchal manner
 - i. Promote a positive demeanour and conduct with a low key but noticed presence
 - ii. Positively engage with stakeholders
 - iii. Where intervention is deemed necessary to engage in a supportive measured and controlled manner, with the overriding aim to defuse any potential incidents – conflict resolution will be key.
 - iv. Seek to enlist emergency services support and understand referral processes for non-urgent situations.
 - v. Physical intervention should be avoided and only used in the case of direct threat to the marshal or public.
- g. The Services provided are in public areas and direct interface with members of the public.
- h. The Contractors Operatives are therefore required to be mindful of this and also be mindful working in locations where particular consideration is to be made to a range of stakeholders including:
 - i. Vulnerable Adults and children;
 - ii. Persons with visual, hearing or mobility impairment;
 - iii. On occasions potentially violent, abusive or aggressive persons;
 - iv. Persons with limited understanding of the English language;
 - v. Persons with particular requirements because of their diverse characteristics including age, ethnic, religious or other protected characteristics.
- i. Through working with stakeholders and recipients of the service, marshals should be able to demonstrate the following values:
 - i. Tolerance, compassion, respect and understanding to individuals needs and specific circumstances
 - ii. Ability to communicate and engage to bring about successful outcomes as opposed to escalating situations
 - iii. Appeasement to bring about positive outcomes
- j. The main sites within this contract which are to benefit from the marshalling services are:
 - i. Camborne Commercial Square and Trelowarren Street with attention on the street drinking and general use of the area, paying attention to any ant-social behaviour.

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- ii. The homeless pods at Rosewarne Car Park and public toilets, and abandoned buildings.
 - iii. The graveyard and any other areas where drug taking and dealing is taking place
 - iv. Vulnerable person exploitation, and any other anti-social behaviour or criminal behaviour
- k. Patterns for marshalling arrangements should be as follows:
- i. Three shifts per week for two security staff, within the highlighted hours below, in agreement with the police as example demonstrates below:

CAMBORNE		
Tuesday	1800	0000
Wednesday	1500	1800
Thursday	1300	2100
Saturday	1800	0100

	Date	Partner	Police
W1	Tue 02/07/24		
	Wed 03/07/24		
	Thu 04/07/24		
	Sat 06/07/24		
W2	Tue 09/07/24		
	Wed 10/07/24		
	Thu 11/07/24		
	Sat 13/07/24		
W3	Tue 16/07/24		
	Wed 17/07/24		
	Thu 18/07/24		
	Sat 20/07/24		

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- I. Other Duties of the Marshals
 - i. To report any areas of potential security risks or areas of public realm which could create a risk or fall into decline if not addressed.
 - ii. To support in the provision of first aid where required – and with that one of the marshals shall be required to be a first aider
- m. Other matters
 - i. The client operates both an Equal Opportunities Policy and a complaints procedure to which the contractor shall be expected to adhere. Copies will be provided on successful appointment.
 - ii. The client operates a strict No-Smoking Policy, and no member of the contractor's staff may smoke or vape whilst on duty.

Key Performance Indicators

- n. Ability to demonstrate high visibility resulting in positive community feedback relating to reassurance, feeling safe, helpful and effective (community survey & reporting process).
- o. Ability to demonstrate marshals remain in patrol area as prescribed for each shift (will be tracked by trackers).

Reporting process:

- p. Police will provide access to a survey on 'Microsoft Forms' at the end of each of the Marshal's shifts. The tracker will trace their movement each shift which will be fed automatically back to Police for analytics.
- q. Shifts: Within the timeframes the hotspots patrols need to focus on, Police advise that typically the shifts would be like: 2pm-10pm and 1pm-9pm. There is the possibility of a shorter shift such as 4pm-9pm.

Health and Safety matters

- r. The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary Health and Safety Regulation that is relevant. The Contractor shall note the following and undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract but not limited to, the following:
 - i. Health & Safety at Work Act 1974
 - ii. Management of Health & Safety at Work 1999
 - iii. Provision & Use of Work Equipment Regulations 1998

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- s. The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided.
- t. Lone Workers: the appointed Contractor will need to ensure safety of personnel especially where operatives are working alone, and as such provide assurance that both training and suitability risk assessments and policies are being applied.
- u. Personnel Protective Equipment (PPE): The Contractor will ensure that the Contractor's Employees are provided with, and use, required PPE when undertaking their duties.
- v. Risk Assessment: It will be the responsibility of the Contractor to undertake Risk Assessment for the programmed inspection works and any resulting repairs post inspections in line with the Management of Health and Safety at Work Regulations 1999 (<https://www.hse.gov.uk/simple-health-safety/risk/index.htm>).
- w. Reporting of Incidents and Hazards: In the event that a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council's Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.
- x. Training: New / existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health & Safety. In the event of lone working the Contractor shall have a clear policy in how operated.
- y. Working around stakeholders / General Environment: As highlighted, the Services are to be carried out in an operational or public environment with mixed stakeholders and hazards and care must be taken to avoid risk to both operatives working and overall public safety.
- z. Contractor Employee Personnel: The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety, as well as vetting as required (e.g. Police Vetting and Data Barring Service DBS checks).

See here for other information

<https://www.facebook.com/CamborneTownCouncil/videos/1366098344054161>

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4. SUPPORTING DOCUMENTS

- 1(a) – Safer Cornwall - Hotspot Response Initiative
- 1(b) – Draft Terms of Contract

5. TENDER FORMAT

- 5.1 The Supplier shall provide a cost breakdown in accordance with this tender, as set out in Part 2 B.
- 5.2 Tenders shall be open for acceptance for 90 days from the date it is received by the client.
- 5.3 Any additional information which is necessary to support your Tender should be uploaded as part of your submission and cross-referenced in the main body of your Tender.

6. CONTRACT

- 6.1 The project shall be delivered under the terms based on Cornwall Council terms and conditions (see draft – Appendix 1b).

7. CLARIFICATIONS

- 7.1 Any enquiries or requests for clarification of any matter relating to this Invitation to Quotation (RFQ) or its contents must be made in writing via the above email address. Clarifications should be clearly identified by the email subject line of the RFQ and marked "CLARIFICATION".
- 7.2 Clarification enquiries and responses will be communicated to all potential bidders.
- 7.3 **Important – Clarification responses will be uploaded onto the Contracts Finder portal as necessary. Tenderers must check the portal regularly to view the clarification register for responses to their Clarification Questions.**
- 7.4 If it is considered that a clarification and / or its response relates to confidential matters, it must mark the clarification as "confidential". If the Contracting Authority believes it would be inappropriate to answer the clarification on a confidential basis it will notify the Supplier and require them to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state, the grounds for its objection.
- 7.5 If the Supplier does not withdraw the clarification or raise any objection within the specified period, or if the Contracting Authority believes the clarification is not confidential, the Contracting Authority may issue the clarification response to all the potential bidders.
- 7.6 The final Date for submissions and responses of clarifications relating to this RFQ is set out in the Tender Timetable detailed above.
- 7.7 Note that under no circumstances should other Contracting Authority Officers be contacted directly. No verbal queries or clarifications are permissible.

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8. SUBMISSION INSTRUCTIONS

- 8.1 The table included in Appendix 1 - Checklist has been prepared to further support suppliers in submitting whole and compliant submissions. Please use this checklist to ensure all relevant Appendices / information have been completed.
- 8.2 Bidders are asked to note that whilst the authorised recipient does have visibility of the names of the suppliers, that have responded via email, the details and documents that have been submitted in relation to the RFQ are not opened until the closing date / time for submission of quotations has passed.
- 8.3 Prior to commencement of evaluations, the Contracting Authority will complete an initial due diligence check to ensure that all submissions have been returned in accordance with Appendix 1 - Checklist. Missing information will result in a non-compliant submission and therefore will take no further part in the process.
- 8.4 Only one Quotation submission is permitted from each potential supplier. In the event that more than one is submitted by a potential supplier, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 8.5 The Quotation submission must be fully completed and signed by the potential supplier. All Quotations must be submitted by potential suppliers by the date and time detailed above.
- 8.6 Any submissions received after the deadline (based on the system clock) will not be considered. The only exceptions are responses to clarifications that may be sought from the potential supplier by the evaluation panel to bids submitted prior to the submission deadline.
- 8.7 Potential suppliers should be mindful of document file sizes and ability to send electronically. Where there is a large number of documents or documents then the bidder MUST ensure they allow plenty of time for your submission prior to the deadline for RFQ submissions.
- 8.8 The Contracting Authority accepts no liability for any losses suffered by the supplier as a result of computer viruses. It is the potential supplier's responsibility to ensure that files submitted to the Contracting Authority are free from viruses. The Contracting Authority may reject a submission which is submitted in a file or files which are, or the Contracting Authority reasonably suspects are infected with a virus and may also delete such file or files.
- 8.9 It is the potential supplier's responsibility to ensure that files delivered to the Contracting Authority are complete and fully accessible by the Contracting Authority and are not corrupted. The Contracting Authority accepts no liability for corrupted files or data and may reject a Quotation submission which consists of or contains corrupted or inaccessible files.
- 8.10 If and to the extent that the delivery of a Quotation submission to the Contracting Authority is prevented or delayed as a result of problems with the Contracting Authority's server, then the Contracting Authority will ensure the integrity of the procurement process and may at their sole discretion allow applications to be re-submitted.

PART 1 (b) CONDITIONS OF REQUEST FOR QUOTATION

9. CONTRACTING AUTHORITY RIGHTS

- 9.1 The Contracting Authority reserves the right to:
- (i) Seek clarifications or additional documents in respect of any Suppliers submission;
 - (ii) Disqualify any Suppliers that does not submit a compliant Quotation in accordance with the instructions in this IQT or is vague or incomplete. The Contracting Authority may discount a returned Quotation in evaluation at their discretion;
 - (iii) Disqualify any Supplier in accordance with Regulation 57 (Exclusion Grounds; Mandatory Exclusions) of the Regulations;
 - (iv) Withdraw this RFQ at any time, or to re-invite potential bidders on the same or any alternative basis;
 - (v) Choose not to award a Contract either in part or in full;
 - (vi) Make any changes it sees fit to the timetable, structure or content of the procurement process;
 - (vii) Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to Contracting Authority or any criminal liability which such conduct by a Supplier may attract.

10. SUPPLIER CONDUCT

- 10.1 By submission of a Quotation the Supplier warrants that:
- (i) The prices in this Quotation have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Supplier(s) or with any competitor.
 - (ii) Unless otherwise required by law, the prices which have been quoted in the Quotation have not knowingly been disclosed by the Supplier(s), directly or indirectly, to any other Supplier(s) or competitor, nor will they be so disclosed.
 - (iii) No attempt has been made or will be made by the Supplier(s) to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition and or any other undesirable practises.

11. CONFLICT OF INTEREST

- 11.1 Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier, its advisers, and the Contracting Authority, its advisors or the Suppliers constituent members. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Contracting Authority. There is a duty on the Supplier to notify the Contracting Authority of any such conflict.

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12. WARRANTIES AND DISCLAIMERS

12.1 While the information contained in this RFQ is believed to be correct at the time of issue, Suppliers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.

13. MISREPRESENTATION

13.1 When submitting your tender, you are confirming that your submission contains accurate information which will not mislead the Contracting Authority in the tender evaluation process.

14. SUPPLIER'S WARRANTIES

14.1 In submitting the Quotation, the Supplier warrants and represents and undertakes to Contracting Authority that:

- (i) All information, representations and other matters of fact communicated (whether in writing or otherwise) to Contracting Authority by the Supplier or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
- (ii) It has made its own investigations and research and has satisfied itself in respect of all matters relating to this RFQ.
- (iii) It has full power and authority to enter into the Contract / Framework Agreement and provide the Services and will if requested produce evidence of such to the Contracting Authority.
- (iv) It is of sound financial standing and the Supplier and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Supplier submitted to the Contracting Authority) which may adversely affect such financial standing in the future.
- (v) The Supplier shall indemnify, and keep indemnified, the Contracting Authority against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of any of its obligations in this RFQ.

15. COSTS INCURRED

15.1 The Contracting Authority will not be liable for any Tender costs, expenditure, work or effort incurred by a Supplier or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Contracting Authority.

16. KEY REGULATIONS, ASSOCIATED LEGISLATION & DIRECTIVES WHICH MAY APPLY

16.1 This is a RFQ being conducted under Public Sector procurement rules and Regulations. The Supplier shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters, plus the obligations placed on the University, particular reference shall be taken to the following Legislation:

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Public Contracts Regulations (2015) / The Procurement Act 2023 – (The Regulations);

<https://www.legislation.gov.uk/uksi/2015/102/contents>

<https://www.legislation.gov.uk/ukpga/2023/54/contents/enacted>

The Bribery Act (2010);

<https://www.legislation.gov.uk/ukpga/2010/23/contents>

Public Services (Social Value) Act 2012;

<https://www.legislation.gov.uk/ukpga/2012/3/contents>

Freedom of Information Act 2000;

<https://www.legislation.gov.uk/ukpga/2000/36/contents>

Environmental Information Regulations 2004;

<https://www.legislation.gov.uk/uksi/2004/3391/contents>

Data Protection Act 2018;

<https://www.legislation.gov.uk/ukpga/2018/12/contents>

Transparency Code 2015;

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>

Counter Terrorism and Security Act 2015

<https://www.legislation.gov.uk/ukpga/2015/6/contents>

Modern Slavery Act 2015

<https://www.legislation.gov.uk/ukpga/2015/30/contents>

Late Payment Directive 2015

<https://www.gov.uk/government/publications/late-payment-directive-user-guide-to-the-recast-directive>

- 16.2 It is the responsibility of the Supplier to consider whether or not Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Suppliers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.