DOCUMENT 3. - SPECIFICATION

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**SHEPWAY DISTRICT COUNCIL**

**CONTRACT SPECIFICATION**

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**GLOSSARY OF TERMS USED**

BMA British Medical Association

CARS In-House Group for Correspondence, Appeals and Representations

CEA Civil Enforcement Area

CEO Civil Enforcement Officer

COPPE Code of Practice for Parking Enforcement

CPE Civil Parking Enforcement

CPZ Controlled Parking Zone

DfT Department for Transport

DPA Data Protection Act 1998

DVLA Driver Vehicle Licensing Agency

GUIDANCE Operational Guidance to Local Authorities:

HHCT Hand Held Computer Terminals (includes any separate printer)

ITT Invitation to Tender

KP Kent Police

LAN Local Area Network

NTO Notice to Owner

P&D Pay and Display

PC Personal Computer

PCN Penalty Charge Notice

RT Portable Radio Receiver/Transmitter

RTRA Road Traffic Regulation Act 1984, as amended

SCEO Supervising Civil Enforcement Officer

SLA Service Level Agreement

TEC Traffic Enforcement Centre, based at Northampton

TMA Traffic Management Act 2004

TPO Ticket Processing Office

TPT Traffic Penalty Tribunal

TRO Traffic Regulation Order

VEL Vehicle Excise Licence

VRM Vehicle Registration Mark

The words and expressions with an initial capital letter that are used in this document shall have the meanings set out in the Conditions of Contract.

Unless otherwise stated in this document, the words ‘Council’ and ‘Authority’ means Shepway District Council.

1. INTRODUCTION TO THE SPECIFICATION
   1. Introduction to the Document
      1. This document is the Specification for the Contract for parking enforcement for the District Council of Shepway ("the Council"), covering:
         1. on- and off-street enforcement by notice issue;
         2. management of elements of the parking infrastructure;
         3. the management and operation of the link to the IT infrastructure provided by the Council.
         4. the management of enforcement of the overnight HGV ban on selected sites.
      2. The area to be covered by the Contract is the whole area making up the district administered by the Council ("the District"). There are exceptions, which include the M20 motorway within the District boundaries, and the A20 major roads (other than areas covered by the overnight HGV ban), which will remain the responsibility of Kent Police (KP), through its uniformed officers and a map of the current Civil Enforcement Area ("CEA") is appended at Appendix 4. In addition in 2015 the Council applied for a overnight HGV ban in selected sites in the district these are shown at Appendix 4b.
      3. The Contractor in agreement with the Council will provide additional staff resources, including additional transport and accommodation dependent on any new service requirements, or additional CEAs.
      4. The Contract is based on a Schedule of Rates, to enable any expansion of the Contract to take place in a straightforward manner.
      5. As a guiding principle, the basis of the Contract are the following pieces of legislation and documents:
         1. Road Traffic Regulation Act (1984) as amended, (RTRA);
         2. Traffic Management Act 2004 (as amended), (TMA);
         3. Operational Guidance to Local Authorities: Parking and Enforcement, Traffic Management Act 2004 (March 2015)
         4. Code of Practice for Parking Enforcement (COPPE) issued originally by the Parking Committee for London.
         5. Various Codes of Operating Practice, and Procedures for the management of civil parking enforcement, as issued by the Council in relation to on and off-street parking.

The document standards described therein will be used throughout the implementation of the Contract. The requirements of the Acts and methods and procedures from the Codes will form the rules for the Contract wherever possible.

* + 1. The Contractor shall comply with these documents and any changes to the same and any new legislation, procedures, regulations, codes, guidance etc which may be in force from time to time during the Contract Period.
    2. The Contract Period will commence on the 1st April 2017 and will run for a period of four (4) years with the option of a three (3) year extension.
       1. This Specification is broken down into three major sections, as follows:
* Section 1: Introduction
* Section 2: Services for Parking Enforcement
* Section 3: The management of I.T. facilities
  + - 1. The enforcement and related requirements are defined within sections 1 and 2. The supporting IT services are the subject of Section 3.
  1. Parking Provisions in the District
     1. The control of parking in the District is based upon the policy objectives of Kent County Council ("the County Council") and the Council, which include:
* to restrain the use of vehicles, particularly in the busiest locations, at the busiest times, without undermining the economic life of the towns;
* to provide adequate short-stay parking to support shops, commercial and leisure activities;
* to protect the needs of residents, businesses and visitors, including through the use of permit parking schemes;
* to use city and town centre parking charges strategies to discourage growth in the use of the car and encourage the use of public transport and other modes of travel, without undermining the economic life of the urban areas;
* to protect the environment;
* to improve the conditions for movement of pedestrians and cyclists;
* to control on and off-street parking.
  + 1. The Council has Traffic Regulation Orders controlling parking throughout the main commercial and shopping centres of the urban areas, and in critical areas outside of the main centres; there is also a number of permit parking schemes.
    2. Changes in the extent and nature of the Traffic Regulation Orders are likely to occur both before the start of operations, and during the Contract Period. The Contractor will be consulted about these changes as they occur and the impact on the enforcement services required of them, and will be required to alter services accordingly, in line with the provisions for variations and the Schedule of Rates.
    3. Use is made of permit parking areas in the Folkestone area, and the use of this type of controlled parking may well extend in the future as the availability of space comes under pressure, vehicles are displaced and more Civil Parking Zones ("CPZ") are introduced.
    4. There is a very limited extent of motorways and roads which are excluded from the CEA/Special Enforcement Area ("SEA"), as shown on the map in the Appendix 4. Enforcement of these areas is the responsibility of Kent Police.
    5. The Council has a number of off-street car parks. The Contractor will be required to enforce these off-street car parks as part of this Contract. Further details of car parks are available on the Council website, at <http://www.shepway.gov.uk/content/view/200918/914/>
    6. The Contractor will not be requested to undertake a clamping or removal operation, although this may be introduced at a later date.
    7. The Council enforces under TRO an overnight HGV ban on selected sites. The contractor will provide staff to support this enforcement.

* 1. Background
     1. **Applicable Legislation**
        1. The legal basis for the responsibilities to be undertaken within this Contract is primarily the RTRA, and the TMA.
        2. The TMA is the key piece of legislation as far as enforcement is concerned, allowing the Council to enforce most traffic regulations within the area of the Council.
        3. The major features derived from the legislation include:
           1. The existence of a Council wide CEA (see Appendix 4), within which the Council is responsible for the enforcement of yellow line contraventions, and the enforcement of permitted parking using Civil Enforcement Officers ("CEO"); however as previously mentioned the CEA excludes certain roads and a section of the M20 motorway.
           2. The use of the civil enforcement parking notice, the Penalty Charge Notice (PCN), across all on-street and off-street areas which are the subject of the Contract.
           3. The highway authority has the powers to remove those vehicles identified as persistent evaders. The County Council currently does not use these powers, but should the need for such operations change, the Contractor could be involved in a future Contract extension to provide such services.
           4. The need to deal with the correspondence resulting from the issue of the PCNs.
           5. The requirement to interact with the two stage appeals system, with drivers able to submit representations to the Council under certain circumstances; if these are rejected, there is recourse to appeal to a second stage, established and managed by the Traffic Penalty Tribunal (TPT).
           6. The use of the Traffic Enforcement Centre service (currently located at Northampton County Court), for those cases which are pursued to court. This process is largely automated, using the interchange of electronic media. It will lead to the issue of warrants to bailiffs, to enforce recovery in specific cases.
     2. **The Structure of the Council**
        1. The responsibility for on street parking within the Council comes within Commercial and Technical Service which is part of the council’s Strategic Operations Directorate, which in turn, is the responsibility of the Corporate Director, Strategic Operations.
        2. The Appeals/Processing team is based within the Business Support section of the Council, where the group with responsibility for handling payments, correspondence, representations, appeals and county court actions is based. Permit management is the responsibility of the same section.
        3. There is a corporate IT Department, which sets standards and certain aspects of support to facilitate the integration and implementation of the IT service requirements provided by the Council.
        4. The Council is responsible for writing parking related Traffic Regulation Orders ("TRO"). Kent County Council is responsible for safety related TROs. TRO records are available within a Parkmap GIS database, and all on-street TROs will shortly be map based, and will be available electronically to the Contractor.
     3. **The Role of the Council**
        1. Through this Contract, the Council wishes to implement a coordinated enforcement operation based around the issue and processing of PCNs.
        2. The Council will carry out certain functions centrally, to supplement the policy formulation and Contract management/monitoring role which is clearly the Council's central role. These functions are principally:
* supervision of the management of correspondence relating to notices;
* dealing with telephone calls from members of the public;
* provision of internet facilities for payment and information;
* special consideration relating to parking notices which get to one of the following stages:
  + - * + representation;
        + adjudication;
        + county court (PCNs); or
        + repeated or sensitive correspondence.
* the day to day direction of the Services overall.
  + - 1. The Council and County Council will participate fully in the services provided by the Traffic Penalty Tribunal (TPT).
    1. **Contractor Role**
       1. The primary role of the Contractor is to provide a high quality on-street and off-street parking enforcement service. Supporting all of this, the PCN processing system and related services will continue to be provided by the Council, with local communications capability to link to the Contractor’s IT equipment which unless otherwise agreed shall be provided by the Council.
       2. Additionally, the monitoring and reporting of defects in any parking related equipment or facility will be included within the Contract, and as such, are specified within this document.
    2. **IT Provision** 
       1. This part of the Contract will be achieved by the provision by the Contractor of:
* The ability to access, with full security, the Council PCN system from any internet connected PC with the necessary permissions and passwords from the Council;
* software with general applicability, for dealing with correspondence management and electronic mail;
* hand held computers and related printers, communications capability etc with which the Contractor can issue PCNs, and transmit the data within one (1) working day to the central system;
* digital cameras to take evidential photographs relating to the issue of PCNs;
  + - 1. The Council offers to hand over ownership of the twelve (12) handheld computer terminals ("HHCT") and those printers currently in use for issuing PCNs free of charge. Further details of this equipment are contained in Appendix 8.
      2. Licences for the necessary SPUR software for the HHCTs will be made available by the Council for the duration of the Contract. The costs of the software maintenance for the HHCTs will be met by the Council.
      3. The Council will provide a PC, a scanner and a printer for the Contractor’s use, plus the required networking, up to and including firewalls but will require the Contractor to operate the access to the various systems on this PC for the transfer of relevant data files, queries, report production and access to emails.
    1. **Transition Arrangements**
       1. At the end of this Contract, the Contractor will provide full co-operation as set out in the Conditions of Contract in the handover of the data covered in this section, including any live information, and any archived material, including data, photographs, document images etc.
       2. During any transitional period, the Contractor shall liaise with the Council, and any future service provider appointed by the Council to provide the Services following expiry of this Contract or earlier termination of this Contract to ensure an effective and timely handover of the Services, including but without limitation, attending meetings with the Council, and any future service provider appointed by the Council as is reasonably required by the Council.
       3. During any transition period, the Contractor shall prepare and agree an exit plan with the Council, including, but without limitation-:
* confirmation that the uniforms of Staff bearing the Council’s name or logo have been collected and disposed of securely by the Contractor;
* a handover to the Council by the Contractor of all property, premises and possessions, belonging to or provided to the Contractor by the Council for the purpose(s) of this Contract, including, but without limitation, stationary, software, information technology equipment, vehicles, furniture, keys, premises, security passes;
* confirmation that any radio licence in respect of the radios to be used by CEOs in the provision of Services has been terminated and the authority that issued the radio licence informed of the termination of the radio licence;
* a handover of all information related to the provision of Services in a manner agreed between the Parties.
  + 1. **The Council's Central Role**
       1. **Enforcement Management**

With a labour supply concept behind the Contract, the Council's Parking Services Section will take a central role in the enforcement of the parking regulations. There will be a number of primary functions which will be carried out by the staff of the Council. These are:

**Contract Monitoring:** The Authorised Officer will be responsible for the monitoring and administration of the Contract for the on and off-street enforcement. Monitoring will be directed to ensure that the Contract Standard is met in accordance with the Conditions of Contract.

**Contract Management:** Personnel from the Council will be closely involved with the contract management on an on-going basis. They will get involved in particular with exception situations, where the situation demands the presence or involvement of an officer of the Council.

**Day to Day Direction:** The Contract is primarily a labour supply Contract, with the supply of associated capital items. The Council will work in partnership with the Contractor to direct the deployment of these resources on a day to day or week to week basis, to meet the operational needs for parking management.

* + - 1. Council officers will get involved in areas such as:
* where resources are deployed;
* when to override the Contractor in normal operations;
* which letters should be handled by a Council representative rather than by a Contractor representative;
* allegations of bad practice received from the public.

**Note**: The above examples are not an exhaustive list of the possible situations where officers of the Council may step in and become involved in the Contract.

* + - 1. **The Council's Operational Role**
         1. To complement the above functions, the Council will retain control over most aspects of the administration of notice processing. These responsibilities will cover the decisions involved in the considerations of correspondence, challenges, appeals and Representations, and the processing of cases to the County Court. In all of these, the Contractor will provide supporting information promptly when requested.
         2. This section 1.3 of the Specification should be read in conjunction with section 3 of the Specification.
    1. **Police Role**
       1. The Police will continue to have a responsibility for all aspects of parking enforcement which do not fall to the Council or the Contractor.
       2. During the term of this Contract, the Police will concentrate their resources on the excluded routes in the Council area, although this will be at their sole discretion. They may also wish to remove vehicles under certain circumstances.
       3. The Contractor will have regular contact with the Police on any aspect of local parking enforcement, and in particular for the joint enforcement action likely to be required around the major places of public gathering, on special events. Any special event which requires cooperation will be notified in sufficient time, and the Contractor will cooperate with any request for such action made by the Council and the Police.
       4. The Contractor will attend the weekly Police Community Safety Briefing along with Council representatives;
       5. The Police will have powers to suspend any parking bay within the CEA(s).
       6. The Contractor **must** forge good relations with the local Police, in order to facilitate:
* the notification to the Police of contraventions against which the Contractor can take no action;
* requests for assistance from staff on-street.
  + 1. **Volumes**
       1. Whilst it is not possible to predict accurately the volumes of documents and events to be associated with the enforcement aspects of this Contract, the following information is given as the current figures for the District. However, no responsibility will be accepted for these figures, no guarantee given of the possible change of scale of the contract, nor any liability accepted for any consequence resulting from their use.
* Number of current PCNs: 18,000/year
* Number of currently employed TUPE CEO Hours per week: c.158
* Number of currently employed non-TUPE CEO Hours per week c.158
* Number of TUPE Supervisor hours (office and on-site) per week: c. 36
  1. Staffing
     1. This section defines general aspects of the provision of suitable staff, both in terms of seniority and capability; as such, these following sections constitute background requirements which will form part of the Contract. It is not the intention of the Council to define staffing numbers for Contract purposes at this stage, except in certain limited circumstances; instead, the Council requests a schedule of tendered prices for grades of staff and their associated equipment, and to require from the Contractor appropriate numbers of deployed staff from time to time during the Contract, in accordance with procedures defined below. A *likely* initial deployment of enforcement staff is shown as Appendix 3.
     2. **The Contract Manager, Deputies And Availability**
        1. The Contract Manager will be the senior person on the Contract side, to whom reference may be made by the Council as set out in the Conditions of Contract.
        2. It is considered vital that the Contract Manager is of high calibre and is allowed time to build local relationships and to understand the specific needs of Shepway in this regard. It is also considered important that the Contract Manager adopts a responsive and pro-active stance to the delivery of service to the Council and to the public.
     3. **Staff Numbers & Structure**
        1. For all hours of operation, actual staffing levels and a comparison to requested staffing levels will be notified by the Contractor to the Council on a weekly basis. The Council must be given once every Calendar Month, a list of employees showing their name, shoulder number and job title, and days and hours of deployment in the previous period. The Council must be informed immediately of any change in the Contractor's management structure.
        2. Under no circumstances will payment or inducements in kind be made to the contractor’s staff by the Contractor in relation to the number of PCNs a CEO may issue. If such practices are identified, the Council will take the appropriate action as set out in the default procedure in the Conditions of Contract.
     4. **Staff Selection**
        1. The calibre of staff to be used is critical to the success of the entire operation. There may be times where on-street staff will be subjected to aggressive behaviour from members of the public, and as such all staff must be appropriately trained to deal with such circumstances, specifically showing an ability to be professional and authoritative whilst maintaining control over the situation.
        2. Similarly, any change to key contract management staff should only be done in consultation with the Council, who will require the opportunity to approve any change of Contract Manager as a condition of Contract. The Council may reject any candidate who is considered by the Council to be unsuitable, or request that any post holder is removed from the post, if considered by the Council to be incapable of meeting the Council’s expectations.
        3. Any employee or person engaged in relation to the Contract by the Contractor is to be authorised by the Council for employment on the Contract, and to have appropriate levels of competence for specific jobs; this will require a process of obtaining clearance for each person who is successfully recruited. Tenderers should define their measure of “competence” in this situation, and which they propose to be applied to the contract delivery.
        4. In any event, the Council will retain the right to ask the Contractor to remove forthwith from the Contract any member of staff who, in the opinion of the Council, is unfit for the post. Such a person would then be barred from working on any Council Contract or in the performance of the Services. These requirements are set out more fully in the Conditions of Contract.
        5. All Staff will be required to be positively vetted by Criminal Records Bureau (CRB) to a level of a ‘Standard Check’ as categorised by the CRB. The CRB check must be performed prior to the Staff member being deployed on this Contract. The Council reserves the right to instruct the Contractor at any time to change the category of CRB check to an ‘Enhanced Check’ as offered by the CRB. No member of Staff may be involved in the provision of Services under the Contract if there are any adverse entries against them following, as a minimum, a Standard CRB check, and the Contractor determines that the member of Staff is unsuitable to be employed in relation to the provision of Services. Where the Contractor decides to employ an individual with an adverse entry, the Council must be notified of the content of that entry before that individual is engaged in the provision of services and confirmed into post. In such circumstances, if an adverse entry is likely to have a negative impact on the provision of Services, the Council may request the removal of that member of Staff from the provision of Services.
        6. The Council reserves the right to perform occasional checks of paperwork held by the Contractor concerning the eligibility of Staff to work in the UK.
     5. **Staff Training And Behaviour**
        1. The Contractor must have suitable training programmes in place for their staff. The training programme must be approved by the Council, and achieved by appropriate NVQ or equivalent courses. The Council must be appraised each time a formal course is run and a list of attendees on the course shall be supplied to the Council. If the Contractor wishes to use an alternative training programme, prior details must be submitted to the Council and approved in writing before the programme commences.
        2. No member of the Contractor’s staff may be deployed without having passed the relevant training and competence assessment process, which for the avoidance of doubt shall include a period of supervised probation.
        3. Training in the methods of dealing with members of the public is vital. The Council expects all members of the public to be dealt with in a polite, restrained manner; detailed guidance on this aspect will be contained within the Council’s Civil Enforcement Officer’s Handbook ("Handbook") and given to each CEO. This Handbook will be written by the Contractor, incorporating certain aspects of instructions from the Council; and based on the proposed content of this document contained in their Tender. The Contractor will be expected to deposit with the Council, a copy of the first version of the Handbook prior to the commencement of the Contract, plus any subsequent changes thereafter. The Council reserves the right to specify amendments to this Handbook and to require them to be incorporated, and implemented.
        4. The attitude adopted by Contractor’s staff reflects on the Council, and staff must be made aware of the need for politeness and a helpful attitude at all times. The Council require that they approve the Contractor’s policies and procedures for the selection and management of staff with regard to matters of personal conduct. Thereafter, the Council will expect all issues relating to personal conduct to be dealt with in accordance with the agree policies and procedures. All complaints will be fully investigated and if necessary, recorded against a personal record.
        5. In particular, the Contractor will also have to present suitable training in the elements of their staff’s responsibility where there is an impact upon other members of staff. Where a reasonable level of technical training for the Council staff in the use of the Contractor's computer facilities is needed, it will be provided at no additional cost to Council.
        6. Where local Police offer to assist with the training of staff, this offer will be accepted, and the KP input planned as a routine element of training. The Council will also be brought into training sessions to brief Contractor staff on the local needs and aspirations for the Services.
     6. **Uniform**
        1. All staff that may come into contact with a member of the public will be expected to wear a suitable uniform at all times when on duty. Uniforms will not be worn off-duty.
        2. CEOs will be expected to wear uniforms which conform to the broad specification in DfT Operational Guidance, and as defined in the appropriate regulations and legislation. In particular, enforcement staff will wear approved high visibility garments, on and off-street, and appropriate head gear.
        3. The design of uniforms must be approved by the Council prior to use on-street, must bear in mind DfT Guidance for CPE and, while it must be readily distinguishable from those worn by police and traffic wardens, it should nonetheless convey a formal appearance of authority. Informal or casual clothing is not considered appropriate for front line parking enforcement staff. The Council has a corporate colour scheme of black, with green epaulettes and hat, and a prominent Council logo.
        4. It is the Contractor's responsibility to ensure that uniforms are kept in presentable order (i.e. clean, not creased or wrinkled, without fraying, tears or holes); This is included within the KPIs and any CEO observed in an unacceptable uniform will have a detrimental impact upon the relevant KPI assessment criteria.
        5. As well as the appearance of their uniform, the Contractor is expected to ensure that any member of staff coming into contact with members of the public is of acceptable personal appearance; the decision of the Authorised Officer is final in every respect for such matters.
        6. CEOs are expected to provide a degree of ambassadorial services. As such, they will carry and distribute upon request, such leaflets and maps as are provided by the Council for this purpose.
     7. **Identification**
        1. Each member of staff will at all times on duty, carry a sealed identifier badge of a style authorised for use by Council, containing the photograph, name, employer and designation of the member of staff. This will remain the property of the Contractor at all times, and must be returned when a person leaves.
        2. All uniformed staff will be allocated a number to be worn on the epaulette of their uniform, from a sequence allocated by the Council. This number will be unique to that employee, and will be visible at all times, regardless of the uniform being worn at the time.
        3. All uniforms will bear a prominent identification of the name of the Council; and bear the function prominently of CEO; this will include any high visibility or weatherproof over-garments.
     8. **Business Continuity**
        1. The Council requires a service which demonstrates a high degree of ability to operate in the event of failures in aspects of the overall provision. Of particular concern is the continuity of the links to the IT service, where a significant stoppage could have serious repercussions on the Council’s ability to enforce parking. The Contractor is required to specify in its Method Statements how its management of the hand held solution will continue to operate in all circumstances.
     9. **Accommodation**
        1. The Council will provide facilities for the Contractor to use at the Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY ("the Premises") in accordance with the terms set out in the Licence to Occupy; a draft copy of which has been annexed at Appendix 15.
        2. The Contractor's attention is drawn to the potential for the Council to require it to relocate at any time and on more than one occasion throughout the Contract Period to another location either within the same or an alternative building as a result of a change to the Council's operation needs. The Contractor will not be entitled to object or refuse to move premises provided that the Council has given the Contractor adequate notice of the proposed changes.
        3. Any alternative premises will be provided to the Contractor upon similar terms to the initial Licence granted in accordance with this Contract.
        4. The Contractor is required to occupy the premises under Licence as directed by the Council’s and all costs associated with setting up or moving premises during the term of the contract will be at the Contractor’s own cost.
  2. Contract Management
     1. **Default by Contractor**
        1. Defaults by the Contractor will be dealt with in accordance with the default mechanism in the Conditions of Contract, and if necessary, the termination provisions of the Conditions of Contract.
     2. **Weekly, Monthly And Annual Reports**
        1. The Contractor will submit written reports in accordance with the Conditions of Contract describing the performance of the service against the performance measures in particular, but also highlighting potential problems, suggestions for improvement, and such issues. Recent reports will form the basis of the regular meetings to be held in accordance with the Conditions of Contract and must contain, as a minimum, the information specified in Appendix 9.
        2. The weekly reports will contain both statistical information and feedback from the on-street supervisors, while Monthly reports will contain those issues set out in the Conditions of Contract.
        3. The annual reports will be at a strategic level, and will identify the operational issues for the following year, including issues of overall service provision, charging mechanism, strategic development and related matters.
        4. Weekly reports will be presented on each Monday.
        5. Monthly Reports will be presented by the 5th working day after the end of the Calendar Month to which the Monthly Report relates.
        6. Annual reports will be submitted by the 10th working day of April each year, starting in April 2018.
        7. Failure to produce weekly, monthly and annual reports will result in the application of contract defaults.
     3. **Key Performance Indicators**
        1. The Contract will be monitored by a variety of Key Performance Indicators (KPIs) using a procedure as defined in Appendix 13. The number of PCNs to be issued does not form part of this Contract.
        2. The Council will principally manage and monitor the contract performance through the use the measurable KPIs which are based on quality criteria, such as coverage of patrols, the issue of good quality tickets, the training and development of CEOs and their role as civic ambassadors. This is to ensure that the Council receives a responsive and customer focused service.
        3. The payment mechanism for this Contract includes a performance payment, which will only be made if the KPIs are met at the end of each month so there is an incentive for the Contractor to achieve the quality standards and allows the Council to ensure that value for money is achieved. A detailed payment structure is listed in appendix 13.
        4. In addition, the purpose of the KPIs will be to guide Contract performance to the Council’s objectives, which are primarily focussed on the transportation objectives published elsewhere in this specification.
        5. The initial list of KPIs considered by the Council to form the core measurement of payments will be the following (see appendix 13):
* PATROL REQUIREMENTS:
  + - * + Minimum deployed hours achieved
        + Meeting the requirements as set by the Schedule of Patrols
        + Response to Enforcement Requests
        + Response to infrastructure management requests
* AVAILABILITY OF RESOURCES:
  + - * + The management of systems and the provision of suitable equipment including HHCTs, Uniforms, Enforcement vehicles;
* THE QUALITY OF STAFF:
  + - * + All CEOs being trained to the Council’s requirements including refresher courses and any additional courses that may be deemed necessary from time to time by the Council.
        + Regular and effective CEO appraisals made available to authorised Council Officers;
        + The results of On-Street Inspections carried out by authorised Council Officers;
        + Management Performance;
        + Number of justifiable Complaints received;
* QUALITY OF PCNS ISSUED:
  + - * + Number of PCNs cancelled as a result of CEO error, or Contractor error;
* IT
  + - * + Reliable system for the issuing of PCNs and related photographs;
      1. It will be the responsibility of the Contractor to present the KPIs for the most recent period at each monthly Contract Review Meeting. These will be presented on the basis of comparison for the past periods, with commentary addressing unusual variations. All analyses of KPIs will be capable of being produced from the Council’s IT System.
      2. The Council gathers data relating to compliance of parked vehicles with the regulations. This form of monitoring will continue throughout the Contract Period, to inform decisions about the need for changes in deployment or levels of staffing.
      3. The purpose of the KPIs is to provide evidence of continuous improvement throughout the Contract Period. If the Contractor does not demonstrate a willingness and recognition to address this issue it will not be meeting the Council’s requirements.
      4. KPIs will alter during the Contract, and the Contractor is required to comply with such alterations. Changes may involve changes in achievement or default levels, as well as new KPIs being introduced. All changes will be discussed with the Contractor prior to implementation, but the Council reserves the right to determine the KPIs, if agreement is not achieved.
    1. **Contract Review Meetings**
       1. These will be held to follow shortly after the production of the weekly and annual reports and the monthly reports, to review regular events and service delivery. Times and dates will be set by mutual agreement.
       2. The annual meetings will involve the negotiation of the service required in the following year, including definition of the service and the pricing issues which are relevant. These will be held in the second week of April. These meetings will be attended by the Authorised Officer and the Contract Manager, may include other Contractor representatives, and will identify issues where action is required by either party. These meetings will be minuted by the Authorised Officer, and the minutes will form an important aspect of recording the progress of the Contract. Any variation to the Service resulting from the annual meeting must be imposed in accordance with the Conditions of Contract.
    2. **Contract Variations And Re-Negotiation**
       1. Changes to the scope of the Contract will be brought about in accordance with the Conditions of Contract and Schedule of Rates.
       2. The Council is keen to see a programme of improvement throughout the Contract. In this respect, the Council will be looking to see the Contractor bring forward ideas for innovation at the regular review meetings. These will be considered and discussed. If they involve additional cost, the Council will consider the cost/benefit of their introduction, and if it decided to introduce any such ideas, the additional Contract value will be negotiated with the Contractor.
    3. **Contract Termination**
       1. The Contract will terminate or expire in accordance with the Conditions of Contract. The Contractor's obligations in respect of termination or expiry of the Contract are set out in the Conditions of Contract.

1. services for on and off-street enforcement
   1. Services to be Provided
      1. This section covers the Services to be provided as a part of this Contract for the issue of notices and related duties on-street.
      2. The enforcement operation covered by this Specification shall include the issue of notices for all on and off street permitted parking place contraventions within the CEA in the District.
      3. All enforcement operations will be as defined by The Road Traffic Regulation Act 1984, and Traffic Management Act 2004, as amended.
   2. Contractor's Duties And Responsibilities
      1. The Contractor's duties and obligations are set out in the Conditions of Contract.
      2. **Definition Of Parking Areas**
         1. Permitted Parking Areas
            1. The areas of the District which currently contain permitted parking are principally in the Folkestone and Sandgate, Hythe and New Romney centres. There is an on-going programme of modification and extension of these schemes.
            2. The current hours of operation of each major area of permitted parking are given in Appendix 12.
            3. The hours of operation of other permitted parking places such as motorcycle bays, disabled bays, taxi ranks etc are given within the relevant TROs.
            4. There are areas of paid for parking on-street in Folkestone.
         2. Civil Enforcement Area
            1. The Council has CEA status for those areas to be enforced. The current CEA comprises the entire District, with certain exclusions as agreed with the Police. A map of the current CEA is shown in Appendix 4.
         3. Times Of Operation

*Off-street Car Parks*

* + - * 1. Enforcement of these locations will take place during all hours of charging for parking, as shown in Appendix 9. Exceptionally, where car parks are free or as may occur in the future, use a pay on foot system that is operational at all hours, a limited amount of enforcement will be required, as scheduled by the Authorised Officer.

*Civil Enforcement Area*

* + - * 1. Parking restrictions apply within the CEA varying in length and times in accordance with individual requirements of the TROs. Restrictions may also apply to only part of the year, or to any particular day.
      1. Plans/Traffic Orders
         1. A file of information relating to all TROs will be provided to the Contractor when the Contract is awarded. This will be replaced or updated whenever a major change or update occurs. On-line access to a database of Parkmap TROs may become available during the term of the contract from the County Council.
         2. It is the Council’s responsibility to ensure that the TROs are enforceable. The Contractor shall only enforce what is indicated on-street and shall assume that the Council has determined that the lines and signs represent legally enforceable TROs.
         3. The Contractor shall notify the Authorised Officer of any discrepancies the Contractor may be aware of between what is represented on-street and what is contained within any TRO. Where the Contractor discovers a discrepancy between what is indicated on the street and the TRO, this shall be reported to the Authorised Officer immediately for further instruction.
         4. The Contractor shall retain all documents and plans supplied for his reference for the duration of the Contract. Wherever possible, any query relating to any PCN issued shall refer to a plan and TRO relevant at the date of the issue of the PCN.
      2. Off-Street Parking Places
         1. The off-street locations to be enforced are defined in Appendix 9, although these will expand as new CEAs are introduced.
         2. In the case of both on and off-street Pay and Display machines, the Contractor will arrange for the correct operation of each Pay and Display machine to be checked by the Contractor staff each day, within the hour prior to the commencement of charging or as agreed. Details of how the correct operation can be checked will be provided by the Council prior to the Commencement Date. Evidence of the completion of this daily check will be provided by the Contractor on a weekly basis.
    1. **Penalty Charge Notice Issue**
       1. Enforcement Of Parking Contraventions
          1. The Contractor shall employ approved CEOs to enforce all areas of the CEA and SEA, as well as the car parks included in the Contract at any particular time, by the issue of PCNs, to vehicles contravening the parking regulations.
          2. For any CEO to be deployed on the Contract, he or she will have successfully passed a training programme approved by the Council, or been qualified to NVQ standard (or similar) previously agreed and been assessed as competent by a council officer.
          3. In the event of any parking contravention occurring within the CEA, or of any contravention of the TROs or statutory provision relating to permitted parking places where it is not possible to deal with the same by issuing a PCN, a report of such contravention including all relevant particulars shall be prepared and submitted to the Authorised Officer who shall consider instituting proceedings. This for example would include the improper use of a Disabled Badge.
          4. The Contractor will provide CEOs to act as visible deterrents under certain defined circumstances, particularly in association with special events. At these times and places, the CEOs may be under the Council’s instruction not to issue PCNs.
       2. Penalty Charge Notices And Associated Numbers
          1. The format of the PCNs to be issued will be approved in advance of first issue by the Council/Authorised Officer. They will follow DfT Guidance and established good practice, although the Contractor will be free to propose concepts which suit his method of operation. A copy of the current PCN is available in .pdf format.
          2. Numbering of PCNs will be carried out in accordance with the County Court standard laid down or such other procedure as the Civil Procedure Rules require.
          3. If PCNs are pre-numbered controlled stationery, the Contractor will implement a procedure to the satisfaction of the Authorised Officer, such that the use of any unique PCN number can be traced to the HHCT used, the CEO who issued it, and the date of issue.
          4. Copies of issued PCNs will be printed and retained by the CEOs for handing in at the end of each shift.
       3. Patrol Requirements
          1. The current design of deployment is shown in Appendix 12. At the Council’s discretion, and if special considerations apply, alternative deployment requirements will be drawn up by the Council and given to the Contractor. The Council intends to remain involved in the detailed direction of, but not management of, the Contract resources for on-street enforcement. This will be done in the overall context of a deployed number of CEOs required by the Council. The Contractor is reminded that the meeting of the Council’s patrol requirements forms part of the KPI payment structure.
          2. Within the programme of visits laid down (or approved) by the Council, the Contractor will allocate the resources to achieve the objectives of the Council. The times of the visits to the specified locations shall be varied from day to day and shall range from the start of controlled, restricted or prohibited hours to their end with the exception of the following:-

Visits to Bus Stop Clearways will be concentrated between the hours of 0700-1000, and 1600-1900.

Where signs giving the hours of operation of a School Keep Clear are present, enforcement shall be varied within these times. The Council’s policy in relation to vehicles parked in such areas will be to issue a PCN. The Contractor will have to be aware that some Keep Clear areas are advisory, and are not supported by plates or TROs, and are therefore not enforceable. In those advisory areas only, no PCNs should be issued. Civil Enforcement Officers will have to be aware of this distinction, and how to determine which situation applies.

When deployment is required outside of normal hours, visits relating to restrictions or prohibitions in the periods 0000-0659 or 1900-2359 may be concentrated at the end and start of these periods respectively.

Particular attention shall be given to the restrictions which assist public transport operations.

* + - * 1. The numbers of CEOs which are to be deployed on-street (i.e. excluding supervisors) will be determined by the Council from time to time. The numbers of Supervisors will maintain, as a minimum, the ratio tendered in the schedule of rates for on-street operations.
        2. The numbers of staff requested and paid for will be irrespective of sickness, annual leave or any such reason; the number being requested by the Council will be the number deployed in accordance with the current deployment requirements, expressed in the number of deployed hours required. It will be the Contractor’s responsibility to determine the total number and category of staff required for employment in order to achieve the deployed resource required by the Council on each day. Meal breaks will not be counted toward deployed hours, but rest breaks (maximum 15 minutes twice per minimum 8 hour shift) will be allowed within deployed hours; travel from the Premises to and from the enforcement areas will be counted towards deployment, provided it is done in an efficient and effective manner. Briefing and de-briefing time will be included within deployed hours.
        3. The Contractor will ensure that CEOs on regular patrols work singularly and do not patrol in pairs or as a group. The Contractor will monitor patrol routes to ensure this requirement is followed and actively investigate any breach of this requirement and take necessary disciplinary action. Failure will result in a contract default or a reduction in the monthly fee linked to the lost work time due to a doubled patrol.
        4. CEOs may operate in pairs or as a group on selected occasions where the Contractor has completed and submitted a risk assessment covering a specific area or scenario which reasonably demonstrates that is a necessary and unavoidable course of action. Prior consent will need to be requested from the Council.
      1. Patrol Of Parking Areas
         1. During the hours of operation the Contractor shall arrange for CEOs to patrol all requested areas and on each visit thereto:

check that any parking equipment appears to be in correct working order by a thorough visual inspection and for a Pay and Display ticket machine, a coin acceptance check and production of a test ticket if appropriate.

check that all signs and markings are readily visible and correct.

check each vehicle parked in an area subject to controls for compliance with the relevant TROs.

issue a PCN, as described above, to all vehicles which appear to be contravening those TROs.

if required, request an authority for the removal of any vehicle parked in contravention of a TRO provision and in accordance with the guidelines to be agreed between Council and Contractor.

The Council will determine from time to time, a grace period by contravention code, which will be strictly adhered to. This grace period will be a time to elapse between the first observations of a vehicle which is suspected of being in contravention, and the issue of a PCN. This period may vary from zero minutes upwards. This list of grace periods will be given to the Contractor from time to time, and will be subject to discussion and negotiation between the Contractor and the Authorised Officer. However, the Council decision on this will always be final. If a CEO is in any doubt, the CEO must seek guidance. CEOs must be extremely sensitive to the possibility of allegations of corruption if such discretionary powers are not exercised with a considerable degree of caution.

Under no circumstances will enforcement protocols be discussed by any member of the Contractor’s staff with any person not having a direct involvement with the Contract. This includes any member of the media or public.

Report any vehicle suspected of being abandoned to the Supervisor by radio. The Contractor must notify the Council immediately of such reports, for action regarding possible disposal. Any initiative in relation to such a vehicle will be at the Council’s explicit instruction. No vehicle will be issued with a PCN if more than **three (3) valid** PCNs are already evident on the vehicle; instead, it will be reported as a suspect abandoned vehicle.

Remove from operational service any pay and display machine which is identified as being out of order, with equipment approved for the purpose.

Otherwise perform the functions for the proper operation and control of the areas which such a CEO may be authorised to perform, in accordance with the CEO Handbook.

* + - 1. Digital Photographs
         1. The Council considers the taking of digital photographs in support of PCNs issued to be a significant factor in supporting its aim of seeking to provide a quality parking enforcement service. The Council will therefore determine from time to time, the rules for the taking of digital photographs of vehicles parked in contravention, and the Contractor will implement such rules. The Contractor will be consulted on the rules prior to implementation, but the requirements of the Council will prevail.
         2. The CEOs on all patrols will take suitable digital photograph(s) of all parked vehicles to which a PCN has been issued, and which fits with the requirements stated from time to time by the Council.
         3. Any photograph which is taken will be taken at a resolution of 2 to 3.5 megapixels per frame, and will result in a .jpg format file, unless otherwise agreed by the Authorised Officer in writing
         4. All photographs will be date and time stamped (unless taken using a camera integrated with the HHCT), and such information will be visible on the photograph. Photographs which are digitally secure would be particularly beneficial. The Contractor will provide suitable cameras for the purpose of meeting the Council’s requirements if the camera facility is not integrated as part of the HHCT. **Note:** The HHCTs in current use do have integrated cameras.
         5. Each digital photograph will be available to the Council, on the IT system immediately via GPRS or 3G network if possible, but if not, then within one (1) working day of the associated PCN being issued, and will be linked electronically to the relevant case record on the IT system by the Contractor.
      2. Deployment Of Staffing Resources
         1. *Patrol Requirements From the Council*

The Contractor shall:-

1. Comply with any patrol requirements as shall have been given by the Authorised Officer in writing, or instructions as shall have been given by the Authorised Officer within a timescale to be defined by the Authorised Officer.
2. On instruction of the Authorised Officer, arrange for the CEOs to concentrate their efforts at certain times, at certain sites or on certain contraventions. Instructions may be given verbally, electronically or in writing, and in most cases, such instructions will give no less than twenty four (24) working hours’ notice of any requirement, and will not apply to more than the number of deployed CEO and Contractor Supervisor resources which the Contractor would normally have deployed. The exception to this will be in cases of emergency, when instructions may be given for immediate action.
3. Increase or decrease the number of Deployed CEO Hours within six (6) weeks of such instruction being received in writing from the Authorised Officer, in accordance with the tendered prices in the Pricing Document. The ratio of Contractor Supervisors to CEOs will be maintained regardless of such increase or decrease.
4. Provide such additional staff as may be requested for special events at any of the public sites in the Council’s area. This provision may demand staff in numbers which are temporarily in excess of those normally required by the Council. Every effort will be made to give as much notice as possible of these occasions, but Contractors shall acknowledge that they recognise that such events can occur at very short notice, such as two days.
   * + - 1. *Reasons For Variations*

The variation in the number of visits required in each area may, without limitation result from:

1. any variations in CEO numbers specified by the Authorised Officer;
2. any evaluation of the operation of the sites;
3. the need to achieve a balance between the occurrence of contraventions and level of enforcement;
4. amendments to Council policy;
5. changes in parking patterns;
6. changes to the operation such as new CPZs, bay revision, control mechanisms alterations, etc;
7. special events;
8. Emergencies;
9. Works on the highway;
10. Temporary TROs;
11. Experimental TROs;
12. Changes to TROs in an area;
13. any other reason which the Authorised Officer deems relevant.

The Contractor will also respond to any priority request to deal with such contraventions which is passed to the Contractor, by having a CEO check the site of a complaint within the Normal Hours of Operation.

* + 1. Other Responsibilities
       1. *Waivers or Dispensations*
          1. Waivers shall be issued by the Council to permit a vehicle(s) to park in contravention of a TRO ("Waivers"). Waivers may be issued for a variety of reasons including such circumstances as:-
* to authorise loading/unloading of a vehicle where this action is either banned or permitted for an insufficient limited period and other alternative arrangements cannot be made.
* to authorise a vehicle to park near a property when any alternative arrangement would be unsatisfactory e.g. weddings, funerals, removals, builders and maintenance or repair works.
  + - * 1. All CEOs will be expected to identify valid waivers on display in a vehicle. For Waivers which occur for that day, the Contractor shall notify his staff on duty. CEOs will be briefed and will check such Waivers in a similar way as for suspensions, acknowledging that it is the vehicle and not the location which requires specific checking.
      1. *Special Events/Sensitive Areas*
         1. The Contractor shall cooperate fully with the Council or indirectly, with the Police, in alterations to the parking arrangements for the purposes of Special Events (see below).
         2. For events associated with any major public site within the District, ("Special Events") the Contractor will be given as much prior notice as possible of events where additional resources are required; however, such events may occur in such a manner that only a few day's notice may be given. The level of additional resource may very well exceed the total resources normally required by the deployment. As such, therefore, the Contractor may be requested to bring in additional resources, although the Council will have a reasonable expectation about the practicality of this being achieved.
         3. On occasions where the Chief Constable of KP imposes special regulations on a stretch of highway and indicates such with temporary signing, it shall be the responsibility of the KP to enforce those regulations. The Contractor shall not have authority to act or assist on these occasions since criminal and not civil, contraventions will be involved.
      2. *Presence Recording*
         1. The Contractor will capture data to enable the Council’s Contract monitoring staff to check that the required deployment has been achieved. This will be carried out for each car park or street which the CEO visits. The CEO will positively record his presence in a street on his HHCT. This device will automatically record the date and time with his record of presence and this information will be transferred to the main PCN processing computer system either immediately via GPRS or 3G network, or within one (1) working day if this is not possible.
      3. *Pay & Display Machine Checks*
         1. In the course of routine patrols, CEOs shall check all ticket payment machines by a defined means, which will normally involve the passing of all values of valid coins through the machine and rejecting them and by the production of a test ticket. Malfunction or non-operation shall be reported immediately by radio for action in accordance with the maintenance requirements of the Council, and the piece of equipment will be bagged out of operation in accordance with agreed procedures to be provided from time to time by the Council.
         2. If a device appears to be functioning satisfactorily, and if a note has been left in a vehicle indicating a problem with a piece of equipment, the CEO will recheck the functions of the Pay & Display machine. Any piece of equipment which is seen to be inoperative will be noted by the CEO and reported immediately over the voice radio to the CEO base. If the machine is operating satisfactorily, but a note to the contrary has been left in a vehicle, then this fact will also be noted.
         3. When dealing with a malfunctioning pay and display machine, a ‘Do not insert coin’ label should be placed over the coin slot. These labels will be provided by the Contractor and must explain to payees that cashless parking is an available option.
         4. The Contractor will maintain a database of reported payment equipment faults on the Contractor's IT System, including as a minimum, the following information:
* CEO number
* device number
* fault seen
* date and time bagged.
  + - * 1. The Contractor will record all reported faults in this database which shall be available for interrogation by Council staff at any time, on their screens within the Council.
        2. The Contractor will not be responsible for the repair and maintenance of parking equipment.
        3. Any fault information relating to machines which the Contractor finds in the course of the duties, will be passed immediately to the Council or third party equipment maintenance section during normal office hours, for their attention. All machines are supplied by either Metric or Parkeon, and a detailed reporting procedure will be provided to the Contractor prior to contract commencement.
        4. The Contractor will provide all labels, bags, stickers etc required for the provision of the aspect of the service. The Council will approve before use, all labels, bags and stickers. These must have the Council’s logo and name printed on them and Parking Services telephone number. Wording must be in place directing a customer to make use of the nearest workable pay and display machine or to use the pay by phone service.
      1. *Signing On Duty*
         1. All CEOs, before they leave their base for the commencement of duties on a shift, will produce a test PCN from their HHCT, which will be checked and approved by the CEO Supervisor, signed and filed for proof of correct operation, if required at a later date.
         2. All such test PCNs will be kept for a period of two (2) years, and destroyed only with the express approval in writing of the Authorised Officer.
      2. *Use Of Pocket Books*
         1. The minimum information which the Contractor shall collect either by HHCT or in handwritten form within the CEO pocket book is specified in Appendix 2.
         2. All items of data which are not routinely collected within the HHCT will be written into the pocket book; each entry will be recorded with the date and time, and the PCN cross-reference number where appropriate. The HHCT record must record the CEO pocket book page number for cross-reference purposes.
         3. The notes recorded will contain the information which is specified from time to time by the Authorised Officer for specific circumstances. Where appropriate, they will contain written text, sketches, verbatim records of conversations etc.
         4. When a pocket book is complete, the CEO will hand in his pocket book, with other items, for checking by the Supervisor. Each completed pocket book will be handed over to the Council within one (1) working day of completion.
         5. If the Authorised Officer requests any pocket book be handed to a Council member of staff, it will be traced and handed over within (one) 1 working day.
         6. The Council does not currently have the facility to scan pocket books into its PCN processing system, however if such a system is introduced during the Contract Period, then the Contractor will be required to assist in this process by ensuring all pocket books are scanned into any future system at the end of each shift by each and every CEO.
         7. As well as information required for parking management purposes, the Contractor will (so far as the law allows) collect any information as instructed by the Council, which may be useful to other departments within the Council for other purposes.
      3. *Police/Warden Interface*
         1. CEOs must be trained to report contraventions which they cannot deal with, to the CEO Supervisor, using their voice radios.
         2. The CEO Supervisor and Contractor's Staff must have a relationship with the local Police whereby the degree of cooperation which is desired can be established and when necessary, the Police shall be contacted by telephone by the CEO Supervisor to notify them of relevant CEO reports.
         3. In the case of an emergency call for assistance from a CEO, the CEO Supervisor or any other member of Staff taking the call shall use the 999 number only if there is a genuine emergency involving actual or potential attack(s) on any person or property in progress at the time of making the call.
         4. In all other cases the CEO Supervisor shall use the non-emergency number 101.
         5. Where any member of the Contractor's Staff contacts the Police either via the 999 number or any other means to file a report the Authorised officer must be notified within one (1) working day and provided with the reference number issued by the Police.
      4. *Hours And Days Of Operation*
         1. The hours and days which are the required minimum provision for normal operations are defined in Appendix 3. The Contractor will be required to vary these as specified elsewhere in this document set.
      5. *Inclement Weather*
         1. The Contractor shall only be permitted to suspend performance of all or part of his Services due to inclement weather with the agreement of the Authorised Officer and in accordance with the Force Majeure provisions of the Conditions of Contract.
         2. For the first 24 hours of any suspension of duties, the Council shall pay the fixed charges for all hours as they were planned to be operated. After the initial 24 hour period, the Council will not pay for any lost time, unless it was lost at the request of the Council.
         3. Any otherfinancial consequence of inclement weather will be the entire responsibility of the Contractor.
         4. The Contractor may be required temporarily to alter the programme of the Services, in order to carry out any of the Services which were not carried out during the period of inclement weather and which the Authorised Officer requires to be performed as a priority once the Services are resumed.
    1. **Immobilisation or removal of Vehicles identified as belonging to Persistent Evaders / Offenders**
       1. *The Role Of CEOs*
          1. CEOs will notify the Supervisor when they locate a vehicle listed on the HHCT as a persistent evader/offender. This information will be immediately passed to the relevant Council Officer who subject to having the appropriate statutory powers / authorisation(s) to act will decide the appropriate action to take.
          2. The CEO will pass the following information when reporting the presence of a persistent evader/offender:
* Location
* Vehicle Registration Mark
* Colour
* Make and model
* PCN number and contravention code
* Any other relevant information
  + - * 1. In consultation with the Authorised Officer, the Contractor will send a CEO Supervisor to the location to confirm the suitability of the vehicle for immobilisation or removal and to oversee this in concert with a nominated Council Officer.

If immobilisation or removal is approved by the Authorised Officer or the Police, as the case may be, the Contractor's Staff will be required to follow the Council’s procedures regarding the subsequent operation which amongst other processes includes fully documenting the removal or immobilisation, i.e. the precise location of the vehicle, confirmation of a valid PCN being issued in accordance with TMA, documenting any visible damage before removal, the time of removal, any conversations that occur, and the taking of photographs in accordance with the Council procedure. A copy of this procedure will be provided to the Contractor following award of contract.

* + 1. **End Of Day Procedures**
       1. At the end of each shift all CEOs shall hand to the CEO Supervisor the following items:-
* HHCT
* Duplicate printed copies of all PCNs
* Spoilt/Invalid Notices
* Notes explaining the reasons for the spoilt tickets
* Radio transmitter/receiver
* Camera (if not a built-in function of the HHCT)
* Pocket Book
  + - 1. The CEO Supervisor must ensure that the data from the HHCT is uploaded to the notice processing database on the Council’s IT System computer system following the end of a CEO shift. This transfer must occur within one (1) hour of the end of a CEO's shift, and within the same timescale, any information must be transferred to the Council from the HHCT or pocketbook relating to:
* Out of order machines or ticket machines
* Incorrect/missing signs or road markings
* Apparently abandoned vehicles
* Other parking related matters such as building materials within parking bays, skips without a suspension, new crossover construction, old crossover removal, etc

This data transfer to the relevant database must permit access by the responsible person or be reported to the Council or nominated person daily for action to be taken.

As required above, information concerning out of order parking payment machines and abandoned vehicles is to be transferred to the Contractor base immediately by voice radio.

* + - 1. The Contractor must ensure daily that the PCN data is validated and correctly transferred to the PCN processing system as operated by the Council. If there are any outstanding queries relating to invalid or incomplete data, these must be conclusively resolved and transferred to the system within one working day.
    1. **Court And Adjudication Service Duties**
       1. In addition to performing other duties elsewhere, CEOs shall attend court or adjudication hearings at the request of the Authorised Officer. The Contractor shall be given a minimum of fourteen (14) days’ notice wherever possible in order for arrangements to be made and for the CEOs to re-acquaint themselves with the facts of the specific case. CEOs shall be aware of their duties and the procedures they will be required to follow at a hearing.
       2. Should a CEO fail, without good reason, to attend a hearing or otherwise in the view of the Authorised Officer negligently contribute to the loss of a case, the Default provisions in the Conditions of Contract will apply.
       3. If a CEO or other appropriate member of the Contractor’s Staff is unavailable e.g. jury service or pre-booked annual leave, the Authorised Officer shall be informed as soon as the request for attendance is made. It shall be a condition of employment or engagement of any CEO Supervisor that they attend court or an adjudication hearing to give evidence in any case for which they have relevant evidence after their Contract of employment or engagement has terminated with the Contractor.
       4. If a CEO or other appropriate member of the Contractor’s Staff is unable to attend a hearing due to illness, the Authorised Officer shall be advised as soon as possible after the facts are known and within working hours and a doctor’s medical certificate shall be supplied to be produced to the TPT or court as evidence.
  1. Contract Management And Administration
     1. **Hand-Held Computer Terminals (HHCTS)**
        1. The nature of the task of the on-street CEO is such that the Contractor shall provide HHCTs for all CEOs on duty in accordance with Council’s requirements as far as the HHCTs are concerned.
        2. HHCTS must be capable of issuing a PCN that can be transferred to the Council’s IT system within the specified timescales. The IT system is currently provided by SPUR Information Systems. Full compatibility with the processing system is absolutely essential at all times, and the method statement describing how this will be achieved will be a major factor in tender evaluation.
        3. The Council will provide the software licences for the required number of HHCTs, and the Contractor will arrange with SPUR for the software to be loaded and tested at their own expense, if the Council’s former HHCTs are not being used. Any training required by the Contractor will be provided at the Contractor’s expense. The full requirement can be found in appendix 2.
        4. The Contractor is required to demonstrate in detail within their tender document the capability of their chosen HHCT(s) to meet the IT Specification.
        5. Most important of all is the performance of the devices in printing a PCN. The quality of the print must be tested daily by the CEO Supervisor. The print quality must be such that after 24 hours on a windscreen, the PCN can be easily read at arm's length by any person who holds a driver's licence.
        6. The HHCTs to be provided by the Contractor must be totally compatible with the Contractor's IT System and must remain so for the Contract Period. This will apply also to HHCTs for which ownership has transferred to the Contractor from the Council following the Contractor’s acceptance test.
        7. The responsibility for the provision of all consumables, and any charges relating to data transmission in relation to the HHCT is the responsibility of the Contractor.
        8. To allow for the event of breakdown of a HHCT while on patrol, the CEOs will carry pads of PCNs which can be used to issue handwritten tickets. In the event that they are issued, the Contractor will key in the data to the Council’s IT System as if they had been issued by HHCT, and will present the data to the Council within one (1) working day, as if they had been issued by HHCT.
        9. The HHCTs shall also be able to produce “Warning” PCNs which shall be capable of being processed and stored on the Council’s IT System.
        10. The interface to the Council’s IT system will be provided by a personal computer, based within the Premises. This computer and all links to the Council’s IT system will be provided by the Council at the Council’s expense
     2. **Voice Communications**
        1. The Contractor shall provide each CEO with a means of having direct voice communication with the Premises. It should be noted that signal strength to both radio and telephone communications can be patchy.
        2. Any device provided shall be capable of two way communication from all points on the CEOs’ patrol, with the Premises. If using radios, the Contractor shall provide the Authorised Officer with two such devices for communication.
        3. These devices shall be used by CEOs to enable the following functions to be carried out:-
* Further checks of vehicles against central records regarding previous contraventions. (If not available via HHCT)
* Requests for maintenance action
* Fault reporting
* To assist in establishing if a parking contravention is being committed
* Any other relevant matter

To ensure an adequate provision for CEO security, these devices shall be equipped with panic alarm buttons.

* + - 1. The Contractor shall ensure that these devices function correctly for as much of the time they are with a deployed CEO as is reasonably possible. Contractor’s CEOs without a working phone or radio will not be considered as a deployed CEO in accordance with the Schedule of Rates.
      2. CEOs will also require a mobile phone to communicate with the Council’s RINGO system for cashless pay and display payment.
    1. **Telephone Communication**
       1. The Contractor will provide normal telephone communications capabilities such that the Authorised Officer can make immediate contact with the Contract Manager or deputy as set out in the Conditions of Contract.
    2. **Transport**
       1. The Contractor shall provide the Contractor's Vehicles in accordance with the Conditions of Contract.
       2. The vehicles supplied for use on the Contract shall be fully functional, safe, serviced, insured and well-presented at all times.
       3. The Contractor's Vehicles shall minimise polluting emissions and this shall be a requirement of their design and construction as well as their maintenance.
       4. The Council will not be responsible for the maintenance of any of the Contractor's Vehicles.
       5. A “deployed vehicle” in accordance with the Schedule of Rates will not include a vehicle undergoing any repair or maintenance.
  1. Establishment And Management Of The Infrastructure
     1. Signs And Lines
        1. During the Contract Period, the Contractor shall identify lines and signs which require attention, and report any such issues to the Council for rectification.
        2. The Council requires that the following performance timetable is met:
* all signs and lines seen in the course of patrol are checked daily by the CEOs, and reported to the CEO Supervisor if attention is required.
* All signs and lines defects are reported as soon as possible to the Council section responsible for the work; this reporting will be by e-mail, to an address which will be given to the Contractor;
  + 1. Audit Access
       1. The Council's audit requirements are set out in the Conditions of Contract.
  1. Contractor Base(s)
     1. The Contractor shall enter into the Licence for the use of facilities at the Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY or such other facilities that the Council may provide from time to time.
     2. A plan illustrating the proposed layout of the premises (as it is currently utilised) has been annexed within Appendix 11. Tenderers should note that this proposed layout of the premises is indicative only as the exact location of the facilities within the Council's building may be changed prior to the Contract Commencement Date and at all times is subject to the needs and requirements of the Council.
     3. Should any tenderer wishes to view the current premises used by the Council's CPE operations prior to tendering, they should submit the request in the same manner as any other tender related questions.
     4. The premises will act as the place from which voice communications to CEOs and anyone on the voice network can be made; telephone calls from members of the public can be received; interaction with other agencies can take place (particularly with the police and in connection with special events) and contact with other third parties.
     5. The premises will need to be able to link to all sections (Council or Contractor) of the Council parking operation via:
* telephone;
* voice radio;
* fax;
* e-mail;
* the main IT systems;
  1. Correspondence
     1. The Handling Of Correspondence
        1. Correspondence, including telephone calls and payments, will be dealt with primarily by Council’s Employees.
        2. When so requested, the Contract Manager shall prepare draft responses for the Council’s Employees to include in correspondence (letters, e-mails etc) which are received by the Council. Where appropriate, these draft responses will also include evidential aspects as collected by the Contractor's Staff. These requests will be limited in number, and will be responded to by CEOs as part of their normal duties.
        3. The Contractor shall also be required to handle certain items of mail relating to the Services. In certain circumstances, the appropriate action by the Council's Employees will be to forward correspondence to the Contractor; this will only occur for written correspondence, and will only happen for certain events, such as when an allegation of misconduct is made concerning a CEO.Any such item of correspondence will be passed to the Contractor with a full case file, within two (2) Working Days, if the Council has agreed to put the appropriate PCN record on hold.
        4. For all correspondence which is answered by either the Contractor or by the Council, it must be possible to re-create a letter as it was sent, to be incorporated into the case file for the court or adjudicator. The original letter received should then be filed in date order, for subsequent retrieval if necessary.
        5. All Contractor correspondence must be scanned into the Council's IT System within one (1) Working Day of dispatch, and made available to the client side.
        6. In all cases where the Contractor is involved in the correspondence, the correspondence will be replied to within five (5) Working Days of receipt, even if only with a holding reply. Failure to comply with this timescale may be dealt with under the default provisions of the Conditions of Contract.
        7. Any letter which cannot be replied to within ten (10) working days in final form shall be reported to the Council for further instructions. Failure to act accordingly may be dealt with under the provisions of the KPI payment system.
        8. The Contractor will conduct such investigations as are required to reply fully to each letter passed to it by the Council for a draft response.
        9. The detailed content of all standard letter text will be agreed with the Authorised Officer from time to time, as will the guidance to be drawn up to define the appropriate response to particular types of correspondence.
        10. The case record on the Council's IT System will also be updated automatically with:
* correspondence details;
* user responsible for the update;
* date and time of update;
  + - 1. The Contractor shall deal with correspondence as set out in this section using word processing software which is compatible with the word-processing system from time to time used by the Council, which is MS Word 2003.It shall be possible for files to be transferred between the Council and the Contractor using these word-processing systems. The PCs, scanners, printers and communications facilities to be used by the Contractor for this aspect of the Contract will be provided by the Contractor, and capable of transferring files via email to the Council’s IT System.
      2. The Contractor will maintain an Internet e-mail address for communication, and will ensure that any item relating to this Contract is responded to within one (1) Working Day.
      3. The Contractor will ensure that all staff handling correspondence are capable of responding using clear, simple English.
      4. Any of the Contractor’s Staff handling correspondence will be trained in matters relevant to the task in hand, and there will be present, at all times, a Supervisor who is trained to the level of a NVQ-qualified CEO, to whom reference can be made.
    1. Documentation Design And Supply
       1. As described elsewhere in this document, the design of any document to be used in relation to the Contract or the Services will be approved by the Council. It is recognised that several parties, including the Contractor, will have an interest in ensuring that the design meets their requirements, and consequently, there will be a process of full consultation before any document is formally approved although the decision of the Council will be final.
       2. Once agreed, the responsibility for the supply of the required documents will be the Contractor's. Appendix 8 contains a list of the required documentation, and the Contractor is responsible for its design, printing and supply.
    2. Provision Of Management Information
       1. The Contractor shall provide routine management information to the Authorised Officer as specified in Appendix 9. The exact nature of this information will change from time to time, and all requirements will be capable of being met from the Council's IT System.
    3. Document Storage
       1. The Contractor shall store a defined set of documents relating to historical cases, for a specified duration. This list of documents will be agreed from time to time between the Council and the Contractor. Upon termination or expiry of the Contract, the Contractor will be required to effect an orderly handover of the up-to-date filing system of this set of documents to the Council.
       2. At any other time, the Contractor will be required to make available any particular document or case file as required by the Authorised Officer within one (1) Working Day by scanning the document into the IT system and then informing the requestor or its availability.

1. the provision of it facilities
   1. Introduction
      1. The Contractor will supply and support at all times during the Contract Period and as set out in the Conditions of Contract, a suitable IT system to undertake the management of the above aspects of the Contract ("the Contractor's IT System").
      2. The IT solution which is required must be a comprehensive one for the Contractor's own purposes, including the ability to issue PCNs, to hold data relating to the issue of PCNs which has been uploaded from the Council’s SPUR IT system, to transfer these data via GPRS or 3G Network as appropriate to and from the SPUR system, and to hold photographic images of contraventions taken for evidential purposes.
      3. The software and licences required to issue PCNs will be provided by the Council and operated as part of the contract. The Council has software licences for the current SPUR system which it is prepared to make available to the successful tenderer without charge, as required by this Specification. Any additional costs of these licences will fall on the Contractor, both to meet the functionality of this Specification, or to train staff. If a tenderer chooses to tender software or HHCT hardware from another supplier and software system other than SPUR, the responsibility for proving compatibility at all times, and for the duration of the contract, will rest with the incoming Contractor. No responsibility for any changes in SPUR software which cause incompatibility with the Contractor’s software will be accepted by the Council.
      4. The Contractor will be responsible for all costs associated with the use and support of the software during the Contract period, other than the costs of routine maintenance of SPUR HHCT software, which will be met by the Council.
      5. Existing HHCT hardware will transfer on commencement to the Contractor as part of this Contract, if the incoming Contractor so wishes. No guarantee about its suitability or reliability is given, and accepting this hardware does not absolve the Contractor from the responsibility to have all CEOs deployed with fully operational HHCT equipment. The HHCTs offered may be inspected at the Council’s offices at the same time as any visit to view the accommodation is made.
      6. The Contractor must note and comply with the general standards relating to the internal Council IT provision given in Appendix 10.
      7. The Council has a network covering all of its own sites ("the Council's IT System”); the Contractor may link into this network if requested by the Contractor and agreed by the Council.
   2. Implementation Of Services
      1. The Contractor shall provide the Services to implement their IT equipment and links, and to provide on-going services.
         1. Within two (2) weeks of award, the Contractor and the Council will meet to agree the technical details of the provision of the IT Services. This will include the timetable for delivery. Once these requirements are agreed in detail, a technical specification will be prepared by the Contractor within one (1) month of award, and signed off by the Authorised Officer within a maximum of five (5) working days. If agreed, this will then constitute the defined and agreed IT services and implementation.
         2. The Contractor will, as an initial aspect of the Contract, refine the implementation programme produced during the process of tendering, and agree the detail with the Authorised Officer. This will be produced for Council acceptance within one (1) month of award. This programme, once agreed, will then form the fundamental basis of monitoring the success of the IT implementation overall.
         3. The implementation phase will include the definition of, provision of the necessary data and links up to the firewall, and proving their successful operation to the entire satisfaction of the Council.
      2. **Provision Of Equipment**
         1. The Contractor’s obligations to provide Equipment (including that related to the IT Services) are set out in the Conditions of Contract.
         2. All Contractor IT equipment will transfer to the Council free of charge on termination of the Contract, regardless of how any determination comes about.
         3. Additionally, the Contractor shall provide:

* communications equipment (including lines, modems etc) to interface into the network provided within the Council premises, and to meet the operational specification;
* Hand-Held Computer Terminals; 12 of these are available from the Council for acceptance by the Contractor. It is essential that all HHCTs, regardless of source, integrate totally into the Council’s SPUR System. No CEO shall be deployed on duty without an operational HHCT and the Council wishes to have included within the tender documents, the Contractor’s proposals to cope with continuity of service in the event of breakdown of any item of equipment.
  + 1. **Provision Of Software**
       1. The Council will provide all SPUR software to be used by the Contractor in meeting the obligations under this Contract.
       2. The licence for all software to be provided will be in the name of the Council as licence holder. Support will be provided via the Council from the supplier (SPUR) or from the Council, as appropriate.
       3. The software provided by the Council shall enable:
* PCN issuing (including photographs) linked to PCNs;
* Recording requests for removals
* The recording of persistent evaders / offenders
* The ability to manage digital photographs (integrated or separate cameras, as selected by the Contractor)
* The ability to hold and use data files such as current permit holders, uploaded from the SPUR system;

The Contractor shall comply with the Council's standards for compatibility where relevant, which are stated in Appendix 10.

* + - 1. Training in the use of the SPUR software should be arranged between the Contractor and SPUR, at the Contractor’s cost. The loading of the software onto the Contractor’s HHCTs should also be arranged directly between SPUR and the Contractor, at the Contractor’s cost.
    1. **Acceptance Procedures** 
       1. The process of implementation must include the formal acceptance of the Services by the Council. The Acceptance Tests will be determined by the Council after consultation with the Contractor.
       2. As a general principle, the Contractor will be allowed three attempts to pass each stage of the Acceptance Tests; if any stage still results in a failure after three attempts the Council may resort to the provisions of the Conditions of Contract. The Acceptance Tests must be completed successfully by the Enforcement Commencement Date.
       3. The service will not go live unless an acceptance test has been successfully passed, and signed off as such by the Authorised Officer.
       4. Each system component will be subject to the following Acceptance Tests as appropriate :-

1. That all relevant documentation is available and is sufficient for the provision of the Services; it must be in hard copy and available on-line.
2. That sufficient IT Equipment has been delivered and installed for all operational CEOs.
3. That applications software is suitable for achieving the requirements of this Specification.
4. That the service is capable of achieving the throughput specified.
5. That the equipment is capable of providing the required outputs as described in this Specification.
   * 1. **Site Preparation**
        1. The tenderer submitting a tender should make it clear what facilities the Contractor wishes that the Council should provide in its own premises, to enable the IT requirements to be provided.
   1. Service Level Requirements
      1. **Documentation**
         1. If the Council’s HHCTs are not transferred, the Contractor shall supply hard or electronic (.pdf format) copies of the following documents in relation to their HHCTs to the Council on the Commencement Date:user manuals, original supplier manuals, software documentation, and other such items.
         2. It will be the responsibility of the Contractor to ensure that these documents are kept up to date, at no cost to the Council, with new releases and changes as they are provided by the source suppliers of Equipment and software. This primary copy of this documentation will be kept in the main Council offices, or some other agreed location, and only items specific to a user's needs will be kept at other locations. The Contractor will maintain an index of this documentation.
      2. **Change Control**
         1. Following the Commencement Date, every change which is to be brought into the operation of the Contractor’s IT Systemwill follow an agreed path. This methodology will be agreed with the Council, and thereafter will be followed. This will apply to any item of hardware, software, service provision or communications equipment. The procedure will include the planning of such a change, the consideration of the operational impact on the Council or other Contractors, the cost of the change, and the execution of the change in accordance with the agreed plan. If any change is not approved by the Council, the change will not be implemented.
         2. This procedure once agreed, will be rigorously followed, in order to achieve simple quality control measures over service delivery.
      3. **Performance Levels**
         1. The Contractor shall at all times meet the Contract Standard as set out in the Conditions of Contract.
         2. Any planned interruption to the Services will be discussed in advance with the Council, whose advance writtenagreement will be required.
         3. Unplanned interruptions will be dealt with as rapidly as possible, bearing in mind that this is a busy operation. Any interruption of the Services which is perceived to be likely to last for more than 30 minutes, including from a single HHCT, will be notified to the Authorised Officer. Any interruption which is perceived to be likely to last more than two (2) hours, will require emergency action and may be dealt with under the default provisions of the Conditions of Contract. A complete cessation of IT Services for a period of more than 24 hours may similarly be dealt with in accordance with the default provisions of the Conditions of Contract.
         4. Faults will be categorised into two broad bands:
6. those affecting only a minor and single element of the Services e.g. a single HHCT failure affecting the ability to deploy the required number of CEOs;
7. those affecting a whole area of the Services e.g. a failure of the PCN issuing software;
   * + 1. the Council requires the following target rectification times:
8. two (2) working hours;
9. eight (8) working hours;
   * 1. **Hours Of Operation**
        1. IT Services will operate at all times. Enforcement may also be required outside of normal hours, as shown in the Schedule of Rates.
   1. Data And Service Integrity
      1. **Physical Security**
         1. The Contractor's obligations in relation to the physical security of the related IT Equipment are set out in the Conditions of Contract.
      2. **Data Security**
         1. The responsibility for security of access to Council Data will rest with the Contractor in the first instance, and unless proven otherwise, the Contractor will be held totally accountable for the security of Council Data held in the Contractor's HHCTs.
         2. A schedule of copying and transferring data and a plan for the physical security of copied data will be agreed, and thereafter, will be carried out to the Council's requirements. This will include taking security copies of the required files, maintaining a security methodology, and the use of off-site storage. Storage of data will include the Council retaining copies on a regular basis. The Council will wish to ensure that such procedures, once established, are followed rigorously. Any failure to follow the agreed procedures will be regarded very seriously, as it may involve the loss of data and thus, income to the Council.
      3. **Audit Access**
         1. The provision of the IT Services will be subject to review by the Council's Internal Audit function. The Contractor will cooperate with any request which comes from the auditors, who may require access to any Council Data, and will wish to use suitable software aids to carry out their investigations. The Contractor's Staff will be available for interview and will be instructed to assist the Council Internal Audit.
         2. Internal Audit will have unrestricted access to all premises where data is stored by the Contractor.

**APPENDICES**

1 Contravention Codes

2 PCN/HHCT Data Requirements and Contents

3 Schedule of Hours

4 Shepway District Council - Civil Enforcement Area boundary

4b HGV Overnight Parking Ban

5 Outline Contents of Civil Enforcement Officer Handbook

6 Formal Documentation and Responsibilities

7 Off-street Car parks Schedule

8 Council IT Standards and Hand Held Computer Specification

9 Routine Management Information

10 CEO Deployment matrix

11 Location Plan

12 Payment Handling

13 KPI Payment System

14 IT System Reporting Requirements

15 Draft Licence to Occupy

**APPENDIX 1: CONTRAVENTION CODES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Code | General suffix(es) | Description | Diff. level | Notes |
| 01 | aoyz | Parked in a restricted street during prescribed hours | Higher | Suffixes y & z for disabled badge holders only |
| 02 | ao | Parked or loading / unloading in a restricted street where waiting and loading / unloading restrictions are in force | Higher |  |
| 05 | cpsuv1 | Parked after the expiry of paid for time | Lower |  |
| 06 | cipv1 | Parked without clearly displaying a valid pay & display ticket or voucher | Lower |  |
| 07 | cmprsuv | Parked with payment made to extend the stay beyond initial time | Lower | ‘meter feeding’ |
| 12 | rstuwy4 | Parked in a residents' or shared use parking place or zone without either clearly displaying a valid permit or voucher or pay and display ticket issued for that place, or without payment of the parking charge | Higher |  |
| 16 | bdehqstwxyz456 | Parked in a permit space or zone without clearly displaying a valid permit | Higher | Suffix “s” only for use where bay is completely non-resident |
| 19 | irsuwxyz4 | Parked in a residents' or shared use parking place or zone either displaying an invalid permit or voucher or pay and display ticket, or after the expiry of paid for time | Lower |  |
| 20 |  | Parked in a part of a parking place marked by a yellow line where waiting is prohibited | Higher |  |
| 21 | bcdefghlmnpqrsuv1256 | Parked wholly or partly in a suspended bay or space | Higher |  |
| 22 | cflmnopsv | Re-parked in the same parking place or zone within one hour after leaving | Lower | “one hour” may be varied to another time period or "the prescribed time period" |
| 23 | bcdefghklprsv123 | Parked in a parking place or area not designated for that class of vehicle | Higher | Suffix required to fully describe contravention |
| 24 | bcdefhlmpqrsv1256 | Not parked correctly within the markings of the bay or space | Lower |  |
| 25 | n2 | Parked in a loading place or bay during restricted hours without loading | Higher | On-street loading bay or place |
| 26 | n | Parked in a special enforcement area more than 50 cm from the edge of the carriageway and not within a designated parking place | Higher | “50 cm” may be varied to another distance in Scotland. |
| 27 | no | Parked in a special enforcement area adjacent to a footway, cycle track or verge lowered to meet the level of the carriageway | Higher |  |
| 30 | flmnopsu1 | Parked for longer than permitted | Lower |  |
| 40 | n | Parked in a designated disabled person’s parking place without displaying a valid disabled person’s badge in the prescribed manner | Higher |  |
| 42 |  | Parked in a parking place designated for police vehicles | Higher |  |
| 45 | nw | Stopped on a taxi rank | Higher | “stopped” may be varied to “waiting” |
| 47 | jn | Stopped on a restricted bus stop or stand | Higher |  |
| 48 | j | Stopped in a restricted area outside a school, a hospital or a fire, police or ambulance station when prohibited | Higher | CCTV can be used on a restricted area outside a school only |
| 49 |  | Parked wholly or partly on a cycle track or lane | Higher |  |
| 55 |  | A commercial vehicle parked in a restricted street in contravention of the Overnight Waiting Ban | Higher |  |
| 61 | 124cgn | A heavy commercial vehicle wholly or partly parked on a footway, verge or land between two carriageways | Higher | Code-specific suffixes apply. |
| 62 | 124cgn | Parked with one or more wheels on or over a footpath or any part of a road other than a carriageway | Higher | Code-specific suffixes apply. |
| 99 | no | Stopped on a pedestrian crossing or crossing area marked by zigzags | Higher | Pedestrian Crossings |

Off Street

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 71 |  | Parked in an electric vehicles’ charging place during restricted hours without charging | Higher | Off-street car parks |
| 73 | u | Parked without payment of the parking charge | Lower | Off-street car parks |
| 74 | prs | Using a vehicle in a parking place in connection with the sale or offering or exposing for sale of goods when prohibited | Higher | Off-street car parks |
| 80 | u | Parked for longer than permitted | Lower | Off-street car parks |
| 81 | o | Parked in a restricted area in a car park | Higher | Off-street car parks |
| 82 | puv | Parked after the expiry of paid for time | Lower | Off-street car parks |
| 83 |  | Parked in a car park without clearly displaying a valid pay & display ticket or voucher or parking clock | Lower | Off-street car parks |
| 84 | u | Parked with payment made to extend the stay beyond initial time | Lower | Off-street car parks |
| 85 | btrwyz45 | Parked without clearly displaying a valid permit where required | Higher | Off-street car parks |
| 86 | prs | Not parked correctly within the markings of a bay or space | Lower | Off-street car parks |
| 87 |  | Parked in a designated disabled person’s parking place without displaying a valid disabled person’s badge in the prescribed manner | Higher | Off-street car parks |
| 89 |  | Vehicle parked exceeds maximum weight or height or length permitted | Higher | Off-street car parks |
| 90 | psuv | Re-parked in the same car park within one hour after leaving | Lower | Off-street car parks. “one hour” may be varied to another time period or “the prescribed time period” |
| 91 | cg | Parked in a car park or area not designated for that class of vehicle | Higher | Off-street car parks |
| 92 | o | Parked causing an obstruction | Higher | Off-street car parks |

**APPENDIX 2: PCN/HHCT DATA REQUIREMENTS AND CONTENTS**

The HHCT must be capable of transmitting PCN data (and preferably photographs) to the central database in real time

The HHCT must identify Persistent Evaders/offenders, location or vehicle specific messages/alerts from a file created on the Contractor's IT System - the file must be capable of being updated daily and must be updated weekly as a minimum.

The HHCT must be able to identify permit holder vehicles and vehicles using cashless parking systems by VRM; (preferably using an ANPR system)

The HHCT must validate the data entered as far as it is possible to achieve logically.

The HHCT must support each contravention code having a different observation period which cannot be over-ridden by the CEO to issue the PCN earlier.

The HHCT must be capable of printing a second copy of the PCN immediately after issue.

The HHCT must be capable of collecting VELs (preferably by barcode scanning) if required by the Council.

If ANPR is not offered, the software must involve keying the VRM twice, in a way which minimises the likelihood of incorrect keying. If ANPR is offered then the VRM must be scanned a second time before issue for confirmation

The HHCT must collect as a minimum, the PCN data set agreed with the Council.

The HHCT shall be capable of producing “Warning” notices for use in any “dummy run” exercise the data in which shall be capable of being transferred onto, processed and stored on the Contractor’s IT System.

The HHCT must log the presence of a CEO on-street on every street and car park, even if no ticket is issued;

The HHCT must transfer data to the Contractor's IT System including:

* log-on/off, daily
* PCNs, daily
* location identifiers, (preferably in real time else daily)

The HHCT must allow a CEO to sign on and off, including refreshment breaks;

The HHCT must carry out a test routine including printing a test PCN, immediately after switch on.

**The PCN Itself**

It must be clearly printed, and in a form which does not fade in sunlight, or smudge in the rain;

It must be a minimum size of: 3" x 6", or another agreed dimension; "till roll" PCNs will not be acceptable. A second copy of the PCN will not be required initially, but may be requested if the Council requires it for PCN processing.

**PCN Data**

As a minimum, the PCN format must accord with the recommended PATROL format, the latest TPT guidance and the current PCN format. Details of the design must be agreed and signed off by the Council, prior to use on-street. The data set to be collected must provide all the information requirements of the Council in the collection and processing of the PCN, regardless of outcome. The collection of the data must be easily linked to the information collected in the CEO pocket book.

**PCN Carrier**

The PCN carrier will be capable of being attached to the windscreen of the vehicle, it will be waterproof and it will enable a driver to see the PCN clearly on the inside.

**APPENDIX 3: SCHEDULE OF HOURS**

For initial operations in Shepway District, the Normal Hours of Operation will be:

ON-STREET PATROLS: see the Deployment Matrix in Appendix 10, and the Schedule of Rates

OFF-STREET CAR PARKS: see Appendix 7

Hours of control vary. Principle hours are 08:00 to 20:00 hrs Monday to Sunday.

**APPENDIX 4: SHEPWAY DISTRICT COUNCIL – CIVIL ENFORCEMENT AREA BOUNDARY**

**Appendix 4**

The following map shows the CEA, being the whole Council area, with certain exclusions for the M20 and major arterial roads.

**Appendix 4b**

Locations covered by the HGV overnight parking ban in Folkestone and area around Junction 11 M20.

**APPENDIX 5: OUTLINE CONTENTS OF CIVIL ENFORCEMENT OFFICER HANDBOOK**

**Expected Handbook Contents:**

1. The Duties of a Civil Enforcement Officer
2. Uniform and its Appearance
3. Equipment, its Care and Use
4. Personal Behaviour on Duty

Conduct In Relation to Members of the Public

Conduct In Relation to the Media

Personal Appearance and Behaviour

Discrimination in Any Form

1. Behaviour in Response to Particular Circumstances:

Road Traffic Accidents

Traffic Control Limitations

Requests for Assistance

Lost Property

Bribery

Crime

1. Procedure for Patrol
2. Procedure in the Event of a Contravention
3. Recognition of Various Contraventions
4. Use of Warning Notices
5. Response to Specific Issues
6. Equal Opportunities Polices
7. Disciplinary and Grievance Procedure

**APPENDIX 6: FORMAL DOCUMENTATION AND RESPONSIBILITIES**

|  |  |
| --- | --- |
| **DOCUMENT** | **RESPONSIBILITY** |
| PCNs and carriers | Contractor |
| Warning notices | Contractor |
| Plastic machine bags and “Do not insert coins” labels | Contractor |

All documents are as defined in Guidance and TMA, and approved by the Authorised Officer.

**APPENDIX 7: OFF-STREET CAR PARKS SCHEDULE**

**CHARGES APPLY DAILY 8AM-8PM**

**PAYMENT METHOD-CASH (PAY & DISPLAY)/CREDIT/DEBIT CARD (PHONE)**

**Spaces and machines:**

|  |  |  |
| --- | --- | --- |
| **CAR PARK NAME** | **Location** | **SPACES**  **Incl. disabled** |
| Foresters Way | Folkestone | 29 |
| Harbourside | Folkestone | 11 |
| Sandgate Road | Folkestone | 180 |
| Lwr Sandgate Rd West | Folkestone | Approx 85 unmarked |
| Pleydell Gardens | Folkestone | 43 |
| Shellons Street | Folkestone | 66 |
| Tram Road | Folkestone | 72 |
| Upper Payers | Folkestone | 51 |
| Castle Road | Sandgate | 42 |
| Battery Point | Hythe | 29 |
| Twiss Fort | Hythe | 22 |
| Sea Point | Hythe | 35 |
| Military Road | Hythe | 51 |
| Mount Street | Hythe | 88 |
| The Paddocks | Hythe | 23 |
| Dymchurch Central | Dymchurch | 146 |
| High Knocke | Dymchurch | Approx 408 |
| Martello | Dymchurch | 186 |
| Church Road | New Romney | 41 |
| West Street | New Romney | 32 |
| Coast Drive | Littlestone | Approx 100 |
| Jolly Fisherman | Greatstone | 169 |

**APPENDIX 8: Council IT Standards and Hand Held Computer Specification**

The following information details the internal IT standards with which the Contractor's IT System shall be compatible:

Internal Network:

Cabling: Category 5 Structured Cable

UTP/Fibre

100BaseT to Desktop

Protocol: TCP/IP

Core Operating System: Windows Server 2003/2008

Remote Communications:

Temporary: PSTN

ISDN

Permanent: Kilostream

Megastream

The following details describe the 12 HHCTs available from the Council under the terms defined in the Conditions:

**Model** - Casio DTX-30

Age -12 months

Software supplier-Spur Information Solutions

Quantity -12

**Printer-** Zebra MZ320

Age-12 months

Quantity-12

Up to 12 software licences (i.e. one per handheld taken by the Contractor) are available from the Council free of charge for the duration of the contract.

The Contractor will sign an agreement with the Council that these handhelds are fit for purpose prior to the commencement of the contract. If some or all of them are rejected for any reason, the Contractor will be expected to provide their own handhelds within the tendered prices.

The handhelds may be inspected at the Civic Centre during the tendering period on request.

Any hand held taken by the Contractor will transfer in ownership, and the Contractor will then have full responsibility for maintenance and support, plus consumables.

A .pdf copy of the current PCN is available upon request from the Council.

**APPENDIX 9: ROUTINE MANAGEMENT INFORMATION**

|  |  |  |
| --- | --- | --- |
| **Management** | | |
| **Description** | **Frequency** | **Date Of submission** |
| List of Employees; the Contractor must be given a list of employees showing their name, shoulder number (if appropriate) and job title every time it changes. | twice weekly, scheduled and actual | 1 working day after relevant date |
| Notification of running training courses and attendees. The Council must be appraised each time a formal course is run and the attendees on the course. | as necessary | on course completion |
| Changes in main or other location or accommodation. The Contractor shall inform the Council prior to commencement of Services under the Contract, of its main, and any other location and accommodation. Should any of these change during the Contract, the Authorised Officer will be informed immediately | as necessary | immediately |

|  |  |  |
| --- | --- | --- |
| **On And Off-Street Enforcement Reports** | | |
| **Description** | **Frequency** | **Date Of Submission** |
| Staff deployment records | Weekly | Each Monday |
| Numbers of tickets issued, by contravention code, by location and by CEO. | Weekly | Each Monday |
| Numbers of Warning Notices issued | Weekly | Each Monday |
| Visits to specified locations | Weekly | Each Monday |
| Reportable incidents on and off-street | Weekly | Each Monday |
| Supervisor quality checks, comments and observations | Weekly | Each Monday |
| Blue Badge Inspections | Weekly | Each Monday |
| Condition of lines and signs | Weekly | Each Monday |
| Analysis of CEO errors | Weekly | Each Monday |

|  |  |  |
| --- | --- | --- |
| **Equipment Management Reports** | | |
| **Description** | **Frequency** | **Date Of Submission** |
| Report of faults logged, by location and fault reason. | Weekly | Each Monday |
| Report of repairs carried out. | Weekly | Each Monday |
| Suspension Report detailing cones used, letters delivered, vehicles in area recorded, date removed, number of signs used, CEO assigned | Per suspension | Within 24 hours of the suspension ending |

**APPENDIX 10**: **CEO DEPLOYMENT MATRIX**

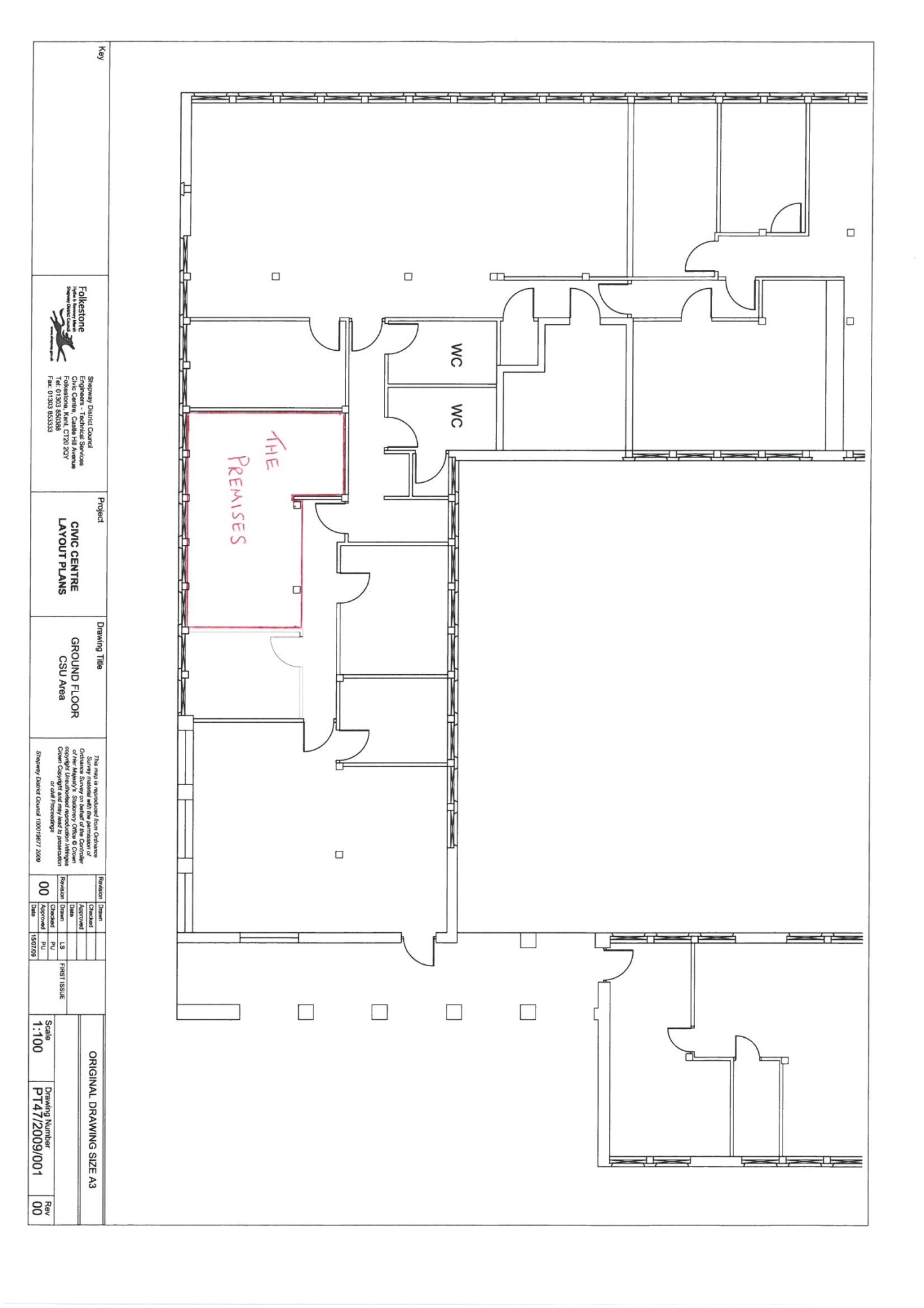
Note: The deployment level of Civil Enforcement Officers is shown below. Management staff and supervisors, as required, will be additional to the numbers of staff shown below and will be consistent with performing the Services to the Contract Standard in accordance with the Conditions of Contract and sufficient to maintain and support the deployment below. A pattern of deployment which provides a reasonable degree of cover during breaks is essential.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Duty Number | Deployment Shifts | Shift Period | Number of Deployed CEO Hours per day | | | | | | | **Total Deployed CEO Hours per week** |
| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 1 | Folkestone Centre Early Team | 0715- 0800 |  |  |  |  |  | 3 |  | **3** |
| 2 | Folkestone Day Team | 0800- 1700 | 15 | 15 | 15 | 17 | 23 | 23 | 20 | **128** |
| 3 | Folkestone Evening Team | 1700- 2000 |  |  |  | 3 | 3 | 3 |  | **9** |
| 4 | District Late Team, e.g. HGV overnight parking ban | 20.30- 23.00 |  | 5 |  | 5 | 5 | 5 |  | **20** |
| 5 | District Day Team | 0800- 1700 | 8 | 17 | 17 | 23 | 23 | 23 | 20 | **131** |
| 6 | District Evening Team | 1700- 2030 |  | 7 | 7 | 7 | 7 | 7 |  | **35** |
| 7 | Outer areas | 0800- 1700 |  |  | 8 |  | 8 | 8 |  | **24** |
| 8 | Other Duties | 0800- 1700 |  |  |  |  |  |  |  |  |
| 9 | Bank Holidays, eg. August Bank Holiday | 0800- 1700 | 42 |  |  |  |  |  |  |  |

The actual deployed hours (i.e. chargeable hours) is approximately 350 hours per week on average (15/16 figures).

The contract will set a minimum of 320 actual deployed hours per week that the Contractor will be expected provide.

**APPENDIX 11: LOCATION PLAN**



**APPENDIX 12: PAYMENT HANDLING**

From the Enforcement Commencement Date, payments for parking tickets and permits will be handled directly by the Council. The Contractor will have no responsibility for or involvement in these procedures except for the design and supply of source documents (such as the PCN). This section is provided for the information of tenderers and to augment the content in the Specification above.

**APPENDIX 13**

**Calculation of Key Performance Indicator payments.**

Each threshold value is calculated to be achievable with the provision of a quality service. Any changes to these values and the addition or subtraction of any items, will be discussed and agreed with the contractor at least one (1) month before any change is put into effect. Any changes to the KPIs must be authorised by the Council’s Authorised Officer.

Maximum Deduction from the monthly payment (i.e. not achieving / meeting any of the KPI's as detailed below) will be 10 percent of the monthly invoice value before VAT. It therefore follows that if all of the KPI's are met then the monthly payment will be met in full, albeit the KPI payment element will be made monthly in arrears.

Each item will be assessed anew for each month without reference to previous performance. (Although payments under this scheme will not be affected by previous performance, consistent failure to meet the performance standards will be used to assess any default deductions.) Where there is disagreement between the Council’s Contract Monitoring Team and the contractor regarding whether a threshold value has been achieved, the final decision will rest with the Council’s Authorised Officer.

The whole payment for each individual item will be made if the threshold value for that item is met. Under normal circumstances no payment will be made in respect of an item if the threshold value is not met, but part payment may be made if there are sufficient mitigating circumstances, which will be agreed on an individual basis for each instance.

In order to ensure that a continually improving service is provided, those items that have a threshold of less than 100% will be subject to the threshold increasing (or decreasing if appropriate) annually on the anniversary of the start of the contract.

If the contractor introduces innovations that have a measurable improvement on the quality and performance of the service, then an additional discretionary payment may be awarded.

The final amount to be paid will be agreed by the fifth (5th) working day of the following month and invoiced separately, to avoid delays in payments for the core costs (i.e 90% of the certified sum) in case of dispute.

# Representative Examples

Assuming that the monthly payment for any given month is £35,000.

Example 1 – April 2017

If **all** KPIs are achieved / met in April 2017,

(i.e. 100% scored for the criteria detailed in the KPI evaluation matrix); then

Monthly Payment Submitted in April = £35,000

Monthly Payment made in April 2017 = £31,500

(i.e. 90% of the Monthly Payment submitted)

Monthly Payment made in May 2017 = £31,500 plus additional £3,500

(i.e the 10% KPI payment for April 2017 made in arrears)

Example 2 – April 2016

If **no** KPIs are achieved / met in April 2017.

(i.e. 0% scored for the criteria detailed in the KPI evaluation matrix); then

Monthly Payment Submitted in April = £35,000

Monthly Payment made in April 2017= £31,500

(i.e. 90% of the Monthly Payment submitted)

Monthly Payment made in May 2017 = £31,500

(i.e there is no KPI payment for April 2017 due to under-performance)

Example 3 – April 2017

If **some** KPIs are achieved / met **and others are not** in April 2017.

(let us assume 75% is scored for the criteria detailed in the KPI evaluation matrix); then

Monthly Payment Submitted in April = £35,000

Monthly Payment made in April 2017 = £31,500

(i.e. 90% of the Monthly Payment submitted)

Monthly Payment made in May 2017 = £31,500 plus additional £2,625

(i.e. the 7.5% KPI payment for May 2012 made in arrears)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Key Performance Indicators | | | | |
| Maximum Payment (i.e. achieving 100% as detailed below) will be 10 percent of the monthly invoice value before VAT. | | | | |
| **Measurement** | **Summary** | **Payment Threshold** | **Weight** | **Responsibility for Measuring** |
| **Patrol Requirements** |  | | **50%** |  |
| Minimum deployed hours achieved (320 hours per week) | Contractor to meet the monthly schedule of hours. These will be reviewed and any changes agreed quarterly. | 100% | 30% | Contractor will be required to report on progress which will be verified by Contract Team |
| Schedule of Patrols | Contractor will be expected to meet a schedule for certain individual roads. This schedule will be agreed with the contractor and reviewed quarterly to account for seasonal variations. Included in this schedule are specific regular requests i.e. frequency of schools patrols, rush hour am / pm patrols, Taxi enforcement and nominated key locations | 95% rising in annual increments of 0.5% | 15% | Contractor will be required to report on progress which will be verified by Contract Team |
| Response to Enforcement Requests | The contractor will be expected to action enforcement requests within 30 mins of receiving such a request. Requests where the CEO will need to attend using a vehicle must be actioned within 1 hour of receiving the request. The contractor will be expected to feedback to the Council within 2 hours of the request being received. | 100% | 5% | Contractor will be required to report on progress which will be verified by Contract Team |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Measurement** | **Summary** | **Payment Threshold** | **Weight** | **Responsibility for Measuring** |
| **Quality of Staff** |  |  | **40%** |  |
| CEO training (Accredited Training Course) | CEOs are trained to agreed standard including contract specific training before commencing their on-street duties. Copy certificates to be provided.  All refresher training and requested additional training to be completed within the timescales agreed with the contractor in each instance. | 100% | 5% | CEOs to be signed off by Contract Manager and member of the Contract Team. |
| CEO appraisals | All CEOs to have an appraisal every 12 months. New starters must have an appraisal 6 months into their employment | 100% | Copies to Contract Team |
| On street monitoring | All CEOs must be dressed in the required manner (this includes PPE whenever appropriate).  Client Team to undertake monthly on street inspections of a least 6 CEOs to include knowledge of contraventions, lines and signs, public interaction, note taking, photographs and effectiveness. | 85% rising in annual increments of 2% | 20% | Monthly checks carried out by Client Team |
| Management Performance | Management reports (weekly, monthly and annual) delivered on the agreed days.  Responses to Council requests for information responded to within 48 hrs.  Staff retention kept above 85% and sickness levels kept within 10 days per CEO per annum on a rolling 12 month countback | 95% rising in annual increments of 1% | 10% | Client Team |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Measurement** | **Summary** | **Payment Threshold** | **Weight** | **Responsibility for Measuring** |
| **Quality of Staff** |  |  |  |  |
| Complaints | All complaints must be dealt with by the Contractor and a written report of the investigation reported back to the Council within 3 working days of being received. (CEO on holiday/sick will be given extended period to carry out investigation).  Payment will be deducted should more than 2 complaints upheld in 1 month | 90% rising in annual increments of 2% | 5% | Contractor report verified by Contract Team |
|  |  |  |  |  |
| **Quality of PCNs** |  |  | **5%** |  |
| PCNs cancelled by CEO/Contractor Error | PCNs cancelled as a result of CEO error (incl. Pocket book notes, input error, not following council procedure, CEO misconduct, Incorrect instruction by contract management). | 1% reducing in annual increments of 0.05% | 5% | Contractor report verified by Contract Team |
|  |  |  |  |  |
| **Availability of Resources** |  | | **5%** |  |
| Vehicles / Uniform / Equipment | Contractor to maintain required supply of daily workable equipment essential to undertaking enforcement | 100% | 5% | Contractor will be required to report on availability which will be verified by Contract Team |

**Appendix 14 – IT System Reporting Availability.**

Standard ad hoc reporting capability allows reporting of such basic things as Case Listings/Case Summaries by contravention, by current state, by next state, for such things as payments, correspondence etc, and these are capable of being sorted by issue date, state change date etc. In addition to simple ad-hoc reporting and the report required for the Annual DfT Report (information must be contained in a maximum of 3 reports), the IT system has a report capability with the minimum of the following reports which can be run annually, monthly, weekly or daily. All reports are exportable to Microsoft Excel in a format which allows further analysis without alteration. All reports are filterable by the column headings. The minimum set of reports to which the Contractor will have access are:

**Report 1**

**CEO Shift Summary by Day**

Showing:

CEO Number, Start of Shift, End of Shift, Break Time, Suspension Duties, Driving Time, Office Duties, Number of Streets Visited, Streets Visited per Hour, Vehicles Observed, Valid PCNs Issued, VDAs and Spoiled PCNs.

Totals

**Report 2**

**Patrol Summary by Patrol Area by CEO**

Showing by Patrol Area:

CEO Number, Number of Visits, Time in Area (Hrs:Mins), Vehicles Observed, VDAs and Spoiled PCNs, Valid PCNs Issued

Totals

**Report 3**

**Contravention Summary by Patrol Area**

Showing by Patrol Area:

Contravention Code, Numbers of valid PCNs Issued

Totals

**Report 4**

**Patrol Summary by Patrol Area by Street**

Showing for each Patrol Area:

Street Name, Number of Visits, Time in Street (Hrs:Mins), Vehicles Observed, VDAs and Spoiled PCNs, Valid PCNs Issued

**Appendix 15 – Draft Licence for the Premises**

**NB:** Tenderers should note that the draft document supplied is only an indication of the proposed format of the final Licence. While the format of the document and essence of what it is trying to achieve will remain substantially unchanged, other factors such as the location of the office space and access to facilities may alter dependant upon the Council's accommodation available