

**London Borough of Enfield**



**DRAFT SPECIFICATION**

**PROVISION OF ENVIRONMENTAL ENFORCEMENT SERVICES**

DRAFT

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## **1. INTRODUCTION**

- 1.1 London Borough of Enfield (hereinafter referred to as (“the Council”), seeks to procure for the provision of environmental enforcement services as set out in the service specification herein. All references to “the Council” and “LBE” in this document refer to the London Borough of Enfield.
- 1.2 The Council seeks to appoint a single supplier to deliver an efficient and responsive Environmental Enforcement Service which delivers the Services as detailed within this Specification.
- 1.3 This is a service concessions contract. The contract will run for a period of 4 years with two possible extensions of 1 year plus 1 year subject to agreement between the Council and the successful Supplier.
- 1.4 This Specification sets out the minimum requirements and standards of service to be delivered upon in accordance with this Specification and the Council’s policies and procedures.

## **2. BOROUGH PROFILE**

In 2020, the estimated population of the Council area was 333,587 more information can be found on the Council’s website: [www.enfield.gov.uk](http://www.enfield.gov.uk).

## **3. DEFINITIONS**

In this Specification, save where the context may otherwise require, the following expressions shall have the meanings hereby ascribed to them, in addition to the definitions contained within the other Contract Documents:

“Authorised Officer” means and shall be a designated Officer acting as representative of the Council. This Officer has been appointed by the Council to act in the name, for and on behalf of the Council for the purpose and execution of the Contract and in accordance with the relevant legislation.

“Bespoke Enforcement Work” has the meaning in section 5.3 of this Specification.

“Contract Manager” means and shall be designated a person acting as representative of the Supplier. This person has been appointed by the Supplier to act in the name, for and on behalf of the Supplier for the purpose and execution of the Contract.

“Enforcement Officer (EO)” means a person (including the Supplier and its staff) authorised by the Council to issue FPNs or other Notices in connection with bespoke enforcement work.

“FPN” means a fixed penalty notice issued in relation to the following offences:

**Table 1: FPN by Type and Estimated Volume**

<b>Offence</b>	<b>Known As</b>	<b>Fixed Penalty Amount/Paid FPN</b>	<b>Estimated volume of FPN financial year 2021-2022</b>
Environmental Protection Act 1990, Section 87 (1) s88	Littering	£150	Black Bags = 1,500 Cigarettes = 4,700 Other = 1,165
Environmental Protection Act 1990, Section 46	Householder Presentation Waste Notices	£60	0
Environmental Protection Act 1990, Section 47	Business Presentation Waste Notices	£110	0
Environmental Protection Act 1990, Section 34	Failing to Produce Transfer Notes	£300	300
Environmental Protection Act 1990, Section 34 (2A)	Household/Domestic waste Duty of Care	£400	0
Environmental Protection Act 1990, Section 33	Fly tipping	£400	300
Anti-Social Behaviour, Crime and Policing Act 2014, Section 63 and 67	Public Spaces Protection Orders	£100	3
Anti-Social Behaviour Act 2003, Section 43	Graffiti and Fly Posting	£80	0
London Local Authorities Act 1990, Section 34 and 38	Street Trading	£150, reduced to £90 if paid within 14 days	0
London Local Authorities Act 1990, Section 34 and 38	Failing to comply with a condition of a street trading licence	£100, reduced to £60 if paid within 14 days	0
Highways Act 1980, Section 137,138,139,148,& 161	Highways Offences	£100, reduced to £50 if paid within 14 days	0
Town and Country Planning Act 1990, Section 224	Displaying advertisement	£100, reduced to £60 if paid within 14 days	0

Authority Byelaw (made under s235 Local Government Act 1972; & s15 LLA 2004 namely, spitting.	Spitting	£80, reduced to £50 if paid within 14 days	900
Anti-Social Behaviour, Crime and Policing Act 2014, Section 48*	Community Protection Notices	£100	0
Refuse Disposal (Amenity) Act 1978, Section 2*	Abandoned Vehicles	£200	0
Cleaner Neighbourhoods and Environment Act 2005, Section 3* and 4*	Nuisance Vehicles	£100	0
Control of Pollution (Amendment) Act 1989, Section 5B*	Failing to Produce Authority	£300	0
Health Act 2006, Section 7*	Smoking in smoke free premises or work vehicles	£50, reduced to £30 if paid within 15 days	0
Health Act 2006, Section 6*	No smoking Signs	£200, reduced to £150 if paid within 15 days	0

‘\*\*’ see section 5.3

A full list of Public Space Protection Orders ( PSPOs) can be found on the Council’s web site <https://new.enfield.gov.uk/services/community-safety/public-spaces-protection-orders-pspo/>.

Introduction of further FPN offences may occur over the life of the Contract and may be included in the meaning of “FPN” at the Council’s discretion.

“FPN Report” means data and information as required by and in the format required by the Authorised Officer.

“Notice” means documentation (including FPN) as required by legislation or regulations for use in the performance of Service as detailed in the Service Description (Section 4).

“Operational Day” means an eight-hour shift during any 24 hour period. This includes bank holidays but no service is required on the Council’s statutory holiday, typically this is Christmas Eve but the actual day it is taken may be vary and the Supplier will be notified in advance of this day.

“Operational Week” means typically Monday to Sunday.

“PACE” means Police and Criminal Evidence Act 1984.

“Paid FPN” means a FPN which has been paid in full by the alleged offender and the term “Paid FPNs” shall refer to the total sums received from or on behalf of alleged offenders by the Supplier.

“Supplier” means the Contractor providing the Service.

“Service(s)” means the Service(s) to be delivered by or on behalf of the Supplier in accordance with the Specification.

“Specification” means this document. The Specification can be modified, reduced or added to as may be necessary from time to time. Any alterations will be supplied and approved by the Authorised Officer.

“Specified Offence(s)” means those for which an FPN may be issued (as detailed in definition of FPN).

“Table 1”: FPN by Type and Estimated Volume

Wherever the Specification states that the Supplier must “supply” or “provide” a Service or item, this means that the Supplier must implement that Service or item, where necessary, fully tested, installed and operational at its own cost.

#### **4. SCOPE & DURATION**

This is a concessions contract which relates predominantly to the provision of FPNs, especially littering, as detailed in the table at section 3 above. This can be scaled up or down accordingly for example the Council may wish to increase or decrease enforcement in a particular area.

The contract will run for a period of 4 years with two possible extensions of 1 year plus 1 year subject to agreement between the Council and the successful Supplier.

#### **5. SERVICE OBJECTIVES**

- 5.1 The main objective is to bring about an improvement to the Council’s Street scene, contributing to Labour Manifesto pledge (2022); “Cleaner Streets for Enfield,” issuing fines and prosecuting those who fly tip.

The Council recognises that environmental crimes have a detrimental impact on residents, the local community and affect how areas are perceived. We have a robust enforcement approach to deal with dumped waste and fly tipping. We will also deliver educational initiatives and run media campaigns as a mechanism to “nudge” and change behaviour.

- 5.2 This will be achieved through:

- Deploy a team of no less than 6 EOs per day including a team leader which equates to no less than 336 hours a week, this should include public holidays and weekends.

- Provide an adequate number of administrative staff, this should be no less than 40 hours a week.
- Identification and enforcement at any “hot spots” fly tipping and littering (this includes dropped litter and black bags – dumped waste).
- Patrol relevant areas on event days (e.g., music festivals in Parks) to deal with high volume of littering for attendees.
- Change behaviour by educating and informing persons who have disregard for the environment that this is not acceptable behaviour and action will be taken against them.
- Provision of “court ready” prosecution files where FPNs are not paid, and the Council seeks to prosecute for the substantive offence.
- Inspection of businesses and where appropriate the issuing of Notices to produce written descriptions of waste (Transfer Notes) in accordance with section 34(5) Environmental Protection Act 1990 & Regulation 35, The Waste (England and Wales) Regulations 2011.
- Providing education initiatives to target groups.
- Enforcement in relation to all PSPOs.

5.3 The Council may at any time require additional Bespoke Enforcement Work on a case-by-case basis. This may include but is not limited to:

- FPNs for those offences marked “\*” in Section 3
- Undertake patrols to detect and report offences relating Blue Badge misuse under section 117 Road Traffic Regulation Act 1984 and associated legislation.
- Security, marshalling and other enforcement work.

## **6. SCALE OF SERVICE**

- 6.1 The anticipated number of FPNs to be issued and/or exceeded is to be based on the indicative volumes of FPN identified in section 3.0 above, Table 1: FPN by Type and Estimated Volume. The volume has been derived from FPNs issued during financial year 2021-2022
- 6.2 The Supplier’s proportional share of all paid FPN’s will be no more than the percentage agreed at the tender stage for the total income generated from all FPNs.
- 6.3 If an FPN is unpaid then no monies are paid to or received by either the Council or the Supplier for the issue of it.
- 6.4 The Service Supplier should quote a rate payable by the Council per hour/per EO for a service outside the scope of this specification. For example, crowd marshalling; covid compliance.
- 6.5 In the event on any changes to the FPN payment rate the Council will notify the Supplier, providing no less than 28 calendar days’ notice. (For example, if an

early bird payment was introduced or an increase in the maximum permissible amount)

- 6.6 The Council is using the Single Justice Process system (SJP), an electronic, streamlined system for preparing and submitting cases for prosecution at court.
- 6.7 The Council shall not be liable to the Supplier in any respect if the scale of operation differs significantly from the estimates as indicated in Table 1; FPN by Type and Estimated Volume. The Council shall use its reasonable endeavours to inform the Supplier of forecast workloads and any other significant change in enforcement activity.

## **7. SERVICE REQUIREMENTS**

The Supplier's responsibilities will include, but will not be limited to:

7.1	Using all reasonable endeavours to achieve the Target Key Performance Indicators (KPI) as set by the Council (Schedule 2)
7.2	The Supplier must aim to achieve a minimum of 65% payment rate for all FPNs issued.
7.3	Ensuring that there is no setting of targets and quotas for the number of FPNs to be issued by its employees under this Contract
7.4	The Supplier is not permitted to incentivise its employees to issue FPNs. The Supplier is committed to paying its staff with no competence allowance or bonus.
7.5	Deploy a team of no less than 6 EOs per day including a team leader which equates to no less than 336 hours a week, this should include public holidays and weekends.
7.6	Provide an adequate number of administrative staff, this should be no less than 40 hours a week.
7.7	Ensure compliance with the Working Time Regulations 1998, especially having regard to any person delivering the service who will be a night worker as defined by the regulations.
7.8	Complete inspection documentation as required and where necessary updating any LA database as specified.
7.9	Managing all follow-up enquiries to establish compliance following service of a FPN and carry out enforcement work for non-compliance in accordance with the Council's procedures
7.10	Preparing prosecution files, including arrangements under the Single Justice Procedure (SJP) and in accordance with the policies and time frames of the Council.
7.11	Working as required with internal and external partners to deliver an effective service e.g., Press releases concerning the initiative will be agreed between parties before release



7.12	Investigating complaints against the Service Supplier's staff and providing written reports in relation to complaints alleging misconduct, including evidential shortfalls in accordance with this Specification relating to Customer Care.
7.13	Management of all MEQ (Cllr) enquiries to ensure they are responded to within specified time limits in accordance with Council procedures.
7.14	Managing and delivering campaign events or initiatives as may be necessary e.g. Keep Britain Tidy Campaigns.
7.15	Returning on expiration or termination of the Contract all property and data (information) that belongs to the Council at the cost of the Service Supplier.
7.16	During the Contract Term there may be changes to the Service Description resulting in an increase or decrease in enforcement being required. The Service Supplier must demonstrate a commitment to adopting flexible working techniques and in supporting the Council to implement new or amended enforcement requirements
7.17	Operating a payment system enabling alleged offenders to pay the FPN amount to the Service Supplier which must include the option of making a cash payment
7.18	The Service Supplier shall not sub-contract any part of this contract or carry out third party works without the specific prior written consent of the Authorised Officer.

## 8 Enforcement Requirements

The Supplier's responsibilities will include, but will not be limited to:

8.1	<p>FPNs are issued where on any occasion an EO finds a person who he/she has reason to believe has on that occasion committed a Specified Offence.</p> <p>The EO shall give that person a FPN offering them the opportunity of discharging any liability to conviction for that offence by payment of a fixed penalty except where certain offences first require an interview under caution having regard to the provisions of the Police and Criminal Evidence Act 1984 (PACE). The interview may be conducted by letter.</p> <p>EO must consider any responses made under PACE to then determine if an FPN should be issued.</p>
8.2	Ensuring FPNs are not issued to a person known to be under the age of 18 or suspected of suffering mental ill health.
8.3	<p>Ensure comprehensive identity checks are carried out for the accurate verification of names and addresses of those receiving FPNs, before the issuing of an FPN.</p> <ul style="list-style-type: none"> <li>The checks would be required to be undertaken immediately when an FPN is issued in person on the spot.</li> </ul>

	<ul style="list-style-type: none"> <li>Where a FPN cannot/is not be issued in person, checks would be required to be completed as part of the back-office support before the FPN is issued</li> </ul>
8.4	<p>Ensuring that when issuing an FPN, the EO:</p> <ul style="list-style-type: none"> <li>Issues the appropriate FPN</li> <li>Completes it correctly</li> <li>Informs the alleged offender that no proceedings for the offence will take place if the FPN is paid within the specified timescales following the date of its issue (and of discounts for early payment where applicable)</li> <li>Informs the alleged offender of the available online and other means of making payment of FPNs (including how to make a cash payment)</li> <li>Shall not accept cash payments on the spot</li> <li>Records, using the Body Worn Camera (BWC), the interaction with the alleged offender during the issue of the FPN</li> <li>The offender is made aware that the interaction between them is being recorded on the BWC;</li> <li>They carry out reasonable enquiries to ensure accurate identity details have been obtained from the offender before issue of the FPN;</li> </ul>
8.5	<p>A person can expect to be prosecuted if they fail to pay the FPN or failed to comply with the requirements of a Notice, and the provision of enforcement services includes the preparation of “court ready” prosecution files and the attendance of Supplier’s personnel at court when required at no additional cost to the Council.</p>
8.6	<p>All witness statements provided by the Supplier must meet the necessary standard of proof and in accordance with the provisions of PACE, the Criminal Procedure Rules, Criminal Justice Act 1967 and Magistrates’ Courts Act 1980.</p>

## 9 IT Systems and Support Requirements

The Supplier’s responsibilities will include, but will not be limited to:

9.1	<p>Providing and managing no less than one CCTV re-deployable CCTV camera(s) for use in a hot spot(s) area, as directed by the Council.</p> <p>The use of this must be in accordance with the current Code of Practice issued under the Protection of Freedoms Act 2012 (PoFA) and any local procedures.</p>
9.2	<p>Providing, managing and updating a secure electronic document management system which is capable of processing and issuing Notices, recording, and retaining evidence (including CCTV/BWC), obtaining payment, pursuing payment and generating prosecution files accordingly.</p> <p>The above must:</p>

	<ul style="list-style-type: none"> <li>• Be compliant with relevant legislation including, Criminal Procedure, Investigations Act 1996, Data Protection Act 2018, UK General Data Protection Regulations (UK GDPR) and the Council's retention policy;</li> <li>• Have suitable and sufficient back up capability and</li> <li>• Capable of facilitating enhancement to include new technological developments such as that may be reasonably introduced</li> </ul>
9.3	Providing a web-based, customer facing platform capable of receiving payments
9.4	Providing hardware, handheld electronic devices (HHED), for issuing the different types of FPNs or Notices and for transferring data to and from the processing device
9.5	<p>The Supplier shall make provision for all printing, stationery and postage.</p> <p>Any of use of Council stationery, printing and postage facilities will be recharged</p>
9.6	The Service must meet some recognised security standard. i.e., ISO/IEC 27001 (covering the relevant scope of activities), or accreditation under the Cyber Essentials Scheme, <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a> .
9.7	The Supplier must liaise and co-operate with the Council's I.T. department during the implementation period to ensure that all relevant Council staff have access to the Supplier's I.T. System as it relates to this Council.
9.8	All IT equipment, materials and software required by the Supplier for the performance of this Contract must be purchased, licensed, insured and maintained at its expense.
9.9	The Supplier must provide and maintain transmitting and receiving equipment and materials to include GPS capabilities.
9.10	The Supplier must install, maintain and provide any upgrades of any necessary high-speed links for I.T. communications sufficient to enable the correct functioning of the I.T equipment and infrastructure.
9.11	The Supplier must grant undisputed access rights to the Authorised Officer, the Authority's finance and audit departments and its officers in order that it may be satisfied that the Supplier has adequate control arrangements in place in respect of the Service provided under this Contract to the Council. This arrangement will apply only to the areas of the Supplier's operations covered by this Contract.
9.12	Monitoring and managing the progress of FPN payments and updating records accordingly

## 10. PAYMENT AND INVOICING REQUIREMENTS

10.1	The Supplier will provide the Council with an agreed share of the income from paid FPN's. The agreed share will be as per the percentage submission detailed in the Supplier's tender response.
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10.2	The Supplier shall collect all monies from the paid FPNs, payment must be made on a monthly basis.
10.3	By the 10 <sup>th</sup> day of each month the Supplier shall issue a collection note which summarises the full revenue collected for the preceding month (Collection Note).  The Council will verify the Collection Note before the Supplier raises an invoice
10.4	All monies collected by the Supplier shall be paid to the Council by the 15 <sup>th</sup> day of each month for the preceding month.
10.5	Subject to 10.3 above by the 15 <sup>th</sup> day of each month the Supplier shall invoice the Council for the agreed revenue share percentage of the income received by the Supplier pursuant to the Contract for the preceding month.  This amount shall not be higher than the level of income received by the Supplier pursuant to the Contract
10.6	Subject to the Council verifying the content of each invoice received and subject to monies being due to the Supplier, the Council will pay the Supplier the sums contained in a valid and undisputed invoice within thirty (30) Days of receipt by the Council of the invoice.
10.7	Payments of invoices by the Council in accordance with this section shall be made for paid FPN's issued in accordance with this Specification and agreed percentage split at tender stage.
10.8	Payments of invoices by the Authority shall be made for Bespoke Enforcement Work carried out in accordance with this Specification and agreed hourly rate at tender stage.
10.9	Service Supplier's profit, overheads and costs must be included and accounted for within any percentage split and hourly rate agreed at the tender stage.
10.9	The proportional share agreed at the tender stage will remain fixed for the Contract Term.
10.10	All invoices shall be exclusive of VAT and in pounds sterling.

## 11. STAFF AND PERSONNEL

The Supplier's responsibilities will include, but will not be limited to:

11.1	The Contract Manager shall provide a list of all employees to the Authorised Officer at the commencement of the Contract, and always ensure that this list maintained up to date, reflecting all personnel changes.
11.2	The Council will provide suitable written authorisation to enable the Supplier's EOs to carry out their duties under the Service Description

11.3	Provide EOs who are competent in this area of work, having the necessary knowledge, skills, experience, and training to administer the legislation in relation the Specified Offences.
11.4	Staff Training records must be maintained and provided on request.
11.5	Training provided to staff must include some training from a nationally recognised course
11.6	<p>All staff who have access to payments to have current Disclosure and Barring Service (DBS) checks.</p> <p>The Council may require DBS checks on other employees at their discretion.</p> <p>The Council may ask to see the outcome of the DBS checks.</p>
11.7	Provide EOs with Body Worn Cameras (“BWC”) to record the interaction between the offender when issuing FPNs. The supplier shall ensure that the Body Worn Cameras (BWCs) have encryption software to prevent unauthorised access.
11.8	Ensure EOs are trained in the use of the BWCs having regard to current guidance and Codes of Practice issued by the Information Commissioner’s Office (ICO) and relevant any legislation (e.g. Protection of Freedoms Act 2012.
11.9	Providing a means of communication for all EOs and supervisors e.g., mobile phone.
11.10	EO must be of good character and who are polite and confident with experience of dealing with conflict situations
11.11	<p>Provide staff who possess a strong command of the English language, both written and oral, to ensure that they can communicate clearly and effectively with members of the public and can make clear, legible notes in their pocketbooks/FPN/Hand Held Electronic Device (HHED).</p> <p>Multi-Lingual EOs would be desirable to meet the multi-cultural diversity in the London Borough of Enfield</p>
11.12	Provide and ensure staff wear a uniform including stab proof vest, shirt/T shirt, jacket, trousers and footwear and any other personal protection equipment deemed necessary e.g., gloves.
11.13	Both the Council and Supplier will provide identity cards to all Supplier’s staff working within the London Borough of Enfield which must be worn and be clearly visible at all times whilst on patrol.
11.14	The Supplier must ensure that all EOs who are required to drive a vehicle for the purpose of this Contract has a valid and applicable driving licence and are insured for business use.

11.15	If a Supplier's personnel prove unsatisfactory, the Authorised Officer may require removal of the employee.
11.16	Must in the first instance attempt to recruit people resident within the London Borough of Enfield.
11.17	The Supplier must ensure that all staff employed are paid at least the London Living Wage.
11.18	The Supplier will be responsible for all recruitment and retention of staff in order to maintain the level of service required.
11.19	<p>The Council will grant access to its head office for the staff provided through this Contract as required.</p> <p>The current location is Silver Street, Enfield, EN1 3ES. The Council reserves the right to relocate the desks to an alternative Civic location if necessary, during the contract period</p>
11.20	The Council will only provide one "hot desking" space for the Supplier.
11.21	<p>If required by the Supplier, the Council may provide further hot desking at its Civic Offices, subject to the Supplier paying the relevant charges. The hot desking facilities shall be for no more than 3 staff at any one time and are not in designated areas.</p> <p>The current location is Silver Street, Enfield, EN1 3ES. The Council reserves the right to relocate the desks to an alternative Civic location if necessary, during the contract period. The cost for desk space is in the region of £2,000-£2,500 per annum per desk ( subject to change).</p> <p>Desk space would be for the purposes of administrative functions e.g., preparation of interviews under caution; prosecution files, written statements, letters and postal arrangements.</p> <p>Access to and use of Council Premises and facilities must be in accordance with the Contract terms.</p>
11.22	If required the Council, at its cost, will provide an encrypted laptop(s) for the team manager.

## 12. CODE OF CONDUCT

The Supplier's responsibilities will include, but will not be limited to:

12.1	That all staff employed by the Supplier are aware of the potential difficulties of dealing with individuals who may be upset, abusive or threatening.
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	<p>The attitude adopted by the Supplier's staff reflects on both the Supplier and the Council, therefore staff must be always made aware of the need for politeness and a helpful attitude, regardless of the situation.</p> <p>Tact, restraint, appearance, and diplomacy will be regarded as highly as accuracy, numeracy, literacy, and proper training.</p> <p>Rudeness or aggression will be regarded as gross misconduct and must be investigated in accordance with section 14.3 below.</p>
12.2	EOs must not, under any circumstances, accept monies or other gifts proffered by any persons, nor may they solicit such gifts.
12.3	The Supplier must ensure that none of their staff smoke, vape or chew gum whilst on duty or whilst in uniform and in view of members of the public.
12.4	<p>If an EO is challenged by a member of the public on the issue of a FPN or Notice he/she shall:</p> <ul style="list-style-type: none"> <li>• Give the reasons why the FPN or Notice was issued</li> <li>• Explain they have no Council to cancel the FPN or Notice</li> <li>• Record details of the conversation in their pocketbook if not electronically recorded</li> </ul>

### **13. RESERVE AND EMERGENCY COVER**

- 13.1 The Supplier shall provide throughout the Contract Term sufficient competent, trained staff to ensure a Service is delivered in accordance with this Specification and the requested work is undertaken within the set timescales without disruption even when staff and vehicles normally employed on the service are unavailable.
- 13.2 The business continuity planning shall take account of all possible eventualities including inclement weather.

### **14. CUSTOMER CARE**

The Supplier's responsibilities will include, but will not be limited to:

14.1	The Service shall be operated following the principle of 'right first time' and with the objective of operating with zero complaints.
14.2	The Supplier shall take account of complaints and customer feedback to assist in regularly reviewing the service performance to assist in continuous improvement in discussion with the Authorised Officer.
14.3	In the event of a complaint or dispute arising as to the conduct of the Supplier's staff it will be investigated by the Supplier and a report produced to the Council in accordance with the following procedure:

	<p><b>On receipt of a complaint relating to an EO's behaviour/conduct the Council will;</b></p> <ul style="list-style-type: none"> <li>• Inform the complainant that the Supplier will formally investigate their complaint</li> <li>• Inform the complainant that they can expect a written response to their complaint from the Supplier within 10 working days</li> <li>• Forward details of the complaint to the Supplier, giving a deadline for response</li> </ul> <p><b>The Supplier will:</b></p> <ul style="list-style-type: none"> <li>• Immediately acknowledge receipt of complaint and confirm deadline</li> <li>• Fully investigate the complaint, which will be carried out by an appointed senior member of staff, who is unrelated to the EO(s). This will include interviewing both the complainant and EO(s) complained about</li> <li>• Respond in writing/email directly to the complainant within 10 working days.</li> <li>• Provide the Authorised Officer with a written copy of the response and outcome of their investigation within 10 working days of receipt of complaint. This is to include any disciplinary action taken against EO and organisational learning for the Supplier and or the Council</li> <li>• The Supplier will meet and discuss complaints as required by the Council to improve service delivery</li> </ul>
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## 15. HEALTH AND SAFETY

The Supplier's responsibilities will include, but will not be limited to:

15.1	<p>The Supplier shall at all times take all such precautions as are necessary to protect the health and safety of all persons associated with the performance of the Contract including the general public and shall comply in all respects with the requirements of the Health &amp; Safety at Work etc Act 1974 and any Regulation made there under and all other Acts, Regulations or Orders or Codes of Practice pertaining to health and safety of directly or indirectly employed person or persons relating to the delivery of the Contract.</p>
15.2	<p>The Supplier shall provide copies of their Health and Safety documents and requirements including but not limited to:</p> <ul style="list-style-type: none"> <li>• Health and Safety Policy</li> <li>• Risk Assessments of all activities along with control measures applied</li> <li>• Safe Systems of Work</li> <li>• Personal Protective Equipment specification and provision</li> <li>• Arrangements for employee health surveillance and arrangements for vaccination</li> <li>• Managerial, supervisory, and organisational arrangements for ensuring Health and Safety of the service and compliance by employees</li> <li>• Employee qualifications</li> <li>• Training Plan</li> <li>• Reporting, investigation, and analysis procedures for all accidents and near miss accidents</li> <li>• Accident records for the last three years</li> </ul>



	<ul style="list-style-type: none"> <li>• Emergency procedures</li> <li>• In designing, operating, and managing the Services the Supplier shall establish a safe system of work and should include but not be limited to ensuring employees are properly trained in the task including manual handling and personal hygiene</li> <li>• The provision of hand washing/sanitising facilities</li> </ul>
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## **16. LEGAL REQUIREMENTS AND RECORD KEEPING**

The Supplier's responsibilities will include, but will not be limited to:

16.1	The Supplier must inform the Council in writing immediately of any convictions made against the Supplier or its staff delivering the Contract under Statutory Instrument(s), legislation or otherwise.
16.2	<p>Records to be maintained by the Supplier and made available to the Council on request at, no cost, shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Details of the staff and employees engaged in delivering the Service along with the hours worked each day</li> <li>• Evidence that all EOs are DBS checked and approved</li> <li>• Daily Work Records</li> <li>• Complaints received about the service along with details of complaints investigation and resolution</li> </ul>

## **17. PERFORMANCE & CONTRACT MANAGEMENT**

Performance management assumes that failure to meet a KPI is a Service Failure as detailed in Schedule 2. The remedy of a Service Failure is ultimately the payment of a Service Credit (except if the failure amounts to a Consistent Failure or any other termination event) the quantum will depend on the severity of the Service Failure.

There are 3 categories of Service Failures:

- Minor,
- Serious and
- Severe Failures.

If the failure amounts to a consistent failure, the remedy will be termination of contract.

Performance management including KPIs and Service Credits are set out in the Contract conditions and in Schedule 2 of the Contract.

The Supplier's responsibilities will include, but will not be limited to:

17.1	The Council and the Supplier shall appoint an Authorised Officer and Contract Manager respectively before the commencement of the Contract who will be responsible for ensuring compliance with the Contract.
17.2	The Council will evaluate achievement against the Key Performance Indicators (Schedule 2)
17.3	Both parties will agree to meet to discuss strategic and operational issues as and when required, and no less than quarterly.
17.4	<p>The Supplier shall provide a minimum of monthly performance data for the duration of the contract.</p> <p>This will include but not limited to:</p> <ul style="list-style-type: none"> <li>i) Numbers and types of FPNs issued</li> <li>ii) Number and type of Notices issued and all outcomes</li> <li>iii) % Payment rate of FPNs by type</li> <li>iv) Location and mapping by type of FPN and ward</li> <li>v) % residing in/out of Borough</li> <li>vi) Total number of FPNs issued by ethnicity, age and gender</li> <li>vii) The number of files referred each month to the Local Council for consideration for prosecution.</li> <li>viii) Contract Revenue</li> <li>ix) Contract Expenditure</li> <li>x) Reasons for cancelled FPN</li> <li>xi) Staffing levels/Patrol routes</li> <li>xii) Number of representations against FPNs &amp; outcomes</li> <li>xiii) Progress against social value work</li> </ul>
17.5	Details of work-related accidents resulting in more than 5 days off work and near miss accidents, investigations and actions taken.
17.6	<p>The Council reserves the right to amend, alter or add to the records to be maintained that are necessary to monitor, control and provide evidence in connection with all operations covered by this specification.</p> <p>The Authorised Officer will inform the Supplier in writing of the records to be maintained including the frequency required. All retained records must be produced at the request of the Authorised Officer</p>
17.7	The Supplier shall ensure that the Council is informed of any changes to the Service at the earliest possible opportunity and that any shortfall in the Service is reported on the same day that Service was due.
17.8	The Council will be given full access to any electronic management systems that the Supplier uses to log data and produce performance reports. The supplier will provide training in the use of any such systems.
17.9	Any notice given to the Contract Manager by the Council shall be deemed to be given to the Supplier. The Supplier will ensure that contact by telephone, e-mail

	and letter with the Authorised Officer is possible at all reasonable times (including outside of normal Operational Day contact) and that supervisory staff are always available to be contacted by the Council during the Operational Day to deal with any serious problems.
17.10	Upon expiry or earlier termination of the Contract the Supplier shall return all property and operational/performance data owned by the Council. Further all information produced by the Supplier during the Contract Term shall be the property of the Council and the Supplier shall ensure that it is provided to the Council at the expiration or earlier termination of the Contract.

## **18. DEFAULT PROCEDURE**

- 18.1 Default is when either party fails to perform its obligations under the contract. The remedy for a default is detailed in the contract.

## **19. FRAUD POLICY**

- 19.1 The Supplier shall have a comprehensive anti-fraud policy along with sound management, financial operating, and monitoring systems to minimise the potential for fraud against the Supplier and the Council.

The Supplier shall undertake a fraud risk assessment to identify where the delivery and operation of services may place the Council at risk of fraud. The assessment shall be reviewed at least annually. The findings of the assessment and the reviews shall be reported to and discussed with the Authorised Officer. Where significant risk of fraud is identified appropriate changes to procedures, systems and operations shall be made to reduce the risk.

- 19.2 The Supplier shall, as part of the normal work and monitoring, incorporate specific checks to identify and to deter fraud. Details of checks and monitoring along with the findings shall be made available on request to the Authorised Officer and discussed with the Authorised Officer as required.
- 19.3 The Supplier shall have a clear and robust procedure for dealing with cases of fraud.

## **20. SOCIAL VALUE AND COMMUNITY BENEFIT**

- 20.1 In accordance with the Public Services (Social Value) Act 2012 the Council requires consideration of how the contracts it commissions and procures will improve the social, economic, and environmental well-being of the area.

Social value initiatives may include but are not limited to;

- Implementation of a national project, funded solely by the Supplier e.g., Keep Britain Tidy Campaigns.

- Educational talk/presentation to pre-agreed schools/colleges.
- Employing a minimum of one "Not in Education Employment or Training" (NEET) candidates within the first Contract Year and further, to recruit a minimum of one NEET candidate in each subsequent Contract year
- Providing one full-term apprenticeship opportunity.
- Attend resident meetings and/or community groups open to residents within the Council area with a view to receiving feedback on the Services undertaken by the Supplier.
- Actively support volunteer initiatives within the Council area in order to contribute to the upkeep of green spaces within the Council during each Contract Year
- Donate food and supplies to foodbanks within the Council

## **21 Social Value (SV) Deliverables**

21.1 The Supplier is required to submit the Social Value Delivery Plan as part of its further competition to the Client for this Contract. The Client will consider the Social Value Delivery Plan and agree Social Value KPIs with the Supplier for the submitted Social Value Delivery Plan (Social Value Deliverables).

21.2 The Social Value Deliverables shall set out Social Value KPIs (SV KPI) for each measure in the Social Value Delivery Plan so that performance against it can be rated as one of the following:

- Good.

The Consultant is meeting or exceeding the SV KPI targets that are set out within the SV Requirements.

- Approaching Target.

The Supplier is close to meeting the SV KPI targets that are set out within the SV Requirements.

- Requires Improvement.

The performance of the Consultant is below that of the SV KPIs targets that are set out within the SV Requirements.

- Inadequate.

The performance of the Supplier is significantly below that of the SV KPIs targets that are set out within the SV Requirements.

The Social Value Deliverables shall be appended to the Contract as the contractual obligations of the Supplier.

21.3 The Supplier shall enter into and comply with the terms of an agreement

including in relation to the payment of any fees) with the Social Value Portal in relation to the ongoing monitoring of the Social Value Deliverables during the Contract Term.

- 21.4 The Supplier shall promptly deliver the Social Value Deliverables.
- 21.5 The Supplier shall on a quarterly basis provide to the Social Value Portal, data set out in a Social Value Data Form to demonstrate the Supplier's progress against delivery of the Social Value Deliverables for that quarter.
- 21.6 If the Supplier fails to deliver any or all of the Social Value Deliverables the Supplier shall within fourteen (14) Working Days of request by the Client submit to the Client a draft action plan setting out how the Supplier intends to rectify the notified failures within a three (3) month period. The Client shall consider these proposals and amend or clarify them as it deems appropriate and the Client shall issue the agreed finalised proposals as an agreed action plan (an "Action Plan") and the Supplier shall implement the Action Plan forthwith.
- 21.7 Every twelve (12) months during the Contract Term the Parties shall meet to discuss the Social Value Deliverables (each an "Outcome Review"). At the Outcome Review the Parties shall discuss whether the Social Value Deliverables are delivering social value in line with the requirements of the Client's community. In assessing this the Parties may have regard to:
- (a) the Client's social value policy then in force;
  - (b) changes to the demographic of the community; and
  - (c) the previous performance by the Supplier in relation to the Social Value Deliverables.
- 21.8 If the Parties conclude that the Social Value Deliverables are no longer fit for purpose then the Parties may agree to:
- (a) amend the Social Value Deliverables;
  - (b) remove all or any one of the Social Value Deliverables; and/or
  - (c) create new Social Value Deliverables,
- PROVIDED THAT the amendments to the outcomes do not result in the social value as calculated by the Social Value Portal decreasing or increasing by more than 10% of the original social value outcome calculation as agreed in the Social Value Deliverables document.