**INTRODUCTION**

Folkestone & Hythe District Council is conducting a tender exercise for the replacement of 49 passenger shelters and the management of advertising on the shelters. The contract will include their cleaning and maintenance. Information on each location has been gathered and attached in Annex A – Site List.

The interested Supplier is required to design, supply, and install the passenger shelters and manage advertising, maintenance, and cleaning in accordance with the specification.

The Contract will be a Concession Contract whereby the Supplier will fund the entire works and provide a share of revenue from the advertising on the shelters back to the council. The supplier is required to state what the revenue return to the council will be.

A long-term partnership of 10 + 5 years is sought in order to incentivise Suppliers to invest in the network and to ensure continuity for the years ahead.

**SPECIFICATION AND BRIEF**

1. The council’s requirement is for a total of 49 replacement shelters as detailed below:
* 42 existing shelters replaced with improved standard shelters that are similar in characteristics and layouts detailed in the Site list- Annex A.
* 7 are to have Living Roofs and relocated in the Folkestone – A Brighter Future (FABF) project area. Details are included in Annex B.
1. The council may from time to time request the provision of additional passenger shelters. Procedures on this process are to be agreed by the council and the successful Supplier following the award of the contract.
2. **Living Roofs**
	* 1. The Council recognises that most living roofs are sedum based but note sedum species are not as effective for pollinators, air quality improvements or carbon capture.
		2. The Supplier must supply two plant mixes:
			1. **Sedum Mix**
			2. **Native Wildflower Mix** comprised of plant species which support the Shrill Carder Bee population in line with Kent’s Plan Bee. Annex C provides further detail of Kent’s Plan Bee, as well as some information on prospective Shrill Carder Bee friendly seed mixes based on engagement held with Kent’s Plan Bee Team.
		3. Plant mixes proposed should be hardy, drought tolerant species to reduce the amount of additional watering required in the summer and ensure survival through colder winters.
		4. All living components should be mixed, assembled and hydroseeded off site.
		5. There must be Multi-layered filters and membrane to enhance growth and protection of the roof and panel plants.
		6. The living roof must use a sufficient volume of substrate to sustain plants specified.
3. The successful Supplier will be responsible for any planning consents needed for the replacement/new shelters, arranging electrical connections, licences and permissions etc.
4. The cost of electricity throughout the duration of the contract shall be borne by the Supplier.
5. All passenger shelters must comply with the Equalities Act 2010 specification.
6. Shelters must be robust and durable, as a minimum:
* Being designed to withstand all UK weather.
* Have a minimum working lifespan of 20 years.
* Have a modular design to facilitate maintenance and replacement of parts.
1. Passenger Shelter structures:
* The Shelter must have a minimum height of 2.10m from the underside of the roof to the pavement surface.
* The Shelter must be strong enough to support the weight of living roofs with wildflowers and wet soil to ensure the structural integrity of the Bus Shelter. Upon Contract Award, The Supplier must provide independent structural design report for each Bus Shelter design.
* Shelters must be able to accommodate Real Time Information Displays of a minimum weight of 25kg (inclusive of brackets).
* Shelter roofs must be free-draining and must discharge water at pavement level.
* Enclosed shelters must provide a minimum of 1000mm entry and exit to accommodate wheelchair users and double buggies.

Shelters should otherwise comply with Department for Transport (DfT) Inclusive Mobility Guidelines.

1. Each shelter must be clearly labelled with a shelter location, name and number at both ends of a minimum point size of 40.
2. Each passenger shelter must include the following:
* Lighting
* Seating
* Stop name signs
* Facility for bus company staff to attach bus stop flag brackets or no waiting/clearway plates to the shelter as required.
* A timetable display case
* Facility to add no-smoking advice sticker
* A freephone 24-hour 365-days incident response number/website. It must include the name of the company responding, and the shelter reference number.
1. It is the intention of the Council to enter into a contract that allows innovation opportunities to be taken and benefits shared between the Council and the Supplier. Such benefits are to be agreed at the start of the contract. In addition to the basic features of the Shelters, all new Shelters must have the following additional features as part of the minimum requirement for this contract:
* Solar panels (roof-mounted and pole mounted)
* Shelter Glazing: standard glass, plexiglass, and polycarbonate
* Wi-Fi
* USB Ports

Further optional extras may be requested as add-ons (see specified in paragraph 39).

1. All lighting proposed must provide:
* Low energy or ultra-low energy;
* IP65 rated (Ingress Protection)
* passenger motion sensors;
* dusk to dawn light sensors;
1. Solar Panels
2. Where site conditions allow, the Supplier must provide the option of solar panels both in a mast-mounted form and roof-mounted form in the absence of a living roof.
3. Where a solar panel is installed, the power generated by the panel must be utilised to power the shelter lighting and real time information displays as the primary energy source.
4. Any power boxes should be located beneath seating in a box that is securely locked and only accessible using specialist tools or keys. Power boxes should be resistant to rust and corrosion and be resistant to vandalism.

**STREETWORKS HEALTH AND SAFETY REQUIREMENTS**

1. All work on or near the highway must comply with the provisions of part 3 of the New Roads and Street Works Act 1991 and will be carried out to the satisfaction of Kent County Council and Folkestone & Hythe District Council.
2. The Supplier must remove all waste materials resulting from any installation or reinstatement of any bus shelter and leave the sites in a clean and tidy condition.
3. The Supplier is responsible for cordoning off any groundwork area in the interest of public safety.
4. Temporary Carriageway Traffic Management will be required for safe access and working space when installing or removing Passenger Shelters in line with the New Roads and Street Works Act.

1. Kent Permit Scheme - In all cases the Supplier will need to apply to the Council’s Streetworks Team for permits under the Kent Permit Scheme.

<https://www.kent.gov.uk/roads-and-travel/highway-permits-and-licences/kent-permit-scheme>

1. Kent Lane Rental Scheme – It is noted that certain sites may be located in an area covered by the Kent Lane Rental Scheme. In these locations, if a lane closure is required to undertake the works this will require the Supplier to apply for a Kent Lane Rental scheme permit.

<https://www.kent.gov.uk/roads-and-travel/highway-permits-and-licences/kent-lane-rental-scheme>

**Advertising**

1. This specification allows for the capability for digital as well as 6-sheet advertising. The Supplier should assess the best option for each shelter.
2. The Supplier shall comply with the British Code of Advertising and Sales Promotion, the Advertising Standards Authority, and any relevant codes of advertising laid down whether on a statutory or self-regulatory basis.
3. The Supplier shall not offer or agree advertising opportunities in respect of any potential advertiser where the advert would refer to any of the following:
4. party political advertising
5. religious advertising
6. tobacco, e-cigarette, alcohol, gambling, and HFSS products\* advertising in close proximity to and clearly visible and identifiable from within buildings or boundaries of schools, places of education or playgrounds predominantly used by persons under 16 years of age, nor adjacent to entrances and exits or the pavements forming the boundaries to such schools, places of education and playgrounds or upon the Equipment where the parties agree in writing that any such advertising would be inappropriate. At a minimum, the Supplier shall abide by the Advertising Standards Authority’s guidance on media placement restrictions.

*\* food or non-alcoholic drink which is high in fat, salt and/or sugar (‘HFSS’ products), according to the Nutrient Profiling Model managed by Public Health England*

1. It is the responsibility of the Supplier to ensure that all advertising comprising financial promotion that is in the course of a business, an invitation or inducement to engage in investment activity as set out in the Financial Services and Market Act 2000, complies with the Act and all relevant rules and regulations.

**Maintenance and Cleaning**

1. Passenger shelter and equipment, which shall be deemed to include all attached equipment such as advertising panels (sheet or digital), lighting equipment, seats, timetable cases, Real Time Information Displays must be maintained in a clean and fit for purpose condition for the duration of the contract in such a way that they are kept to as high a standard as is reasonably possible.
2. The supplier is required to submit a planned maintenance and cleaning schedule showing how the required standards are to be met.
3. The Supplier will typically be required to fulfil Works Orders and other contract functions during Working Hours (08:00 to 18:00) from Mondays – Fridays. The Supplier must fulfil P1 Works Orders outside of these times such as weekends and bank holidays on occasions.
4. As a minimum, the planned maintenance programme for the shelters must include:
	1. Routine maintenance and cleaning undertaken every 28 calendar days at each stop. This must include cleaning of the shelter seating, structure, glazing and the underside of the shelter roof, and the removal of all litter.
	2. All shelters undergo both a structural safety and electrical safety inspection annually within a week of the anniversary of their installation. This inspection must demonstrate to The Council that the structure and electrical components of the shelter remain safe for continued shelter use by the public.
	3. Shelter roofs jet washed every 6 months (applicable to standard shelters with no living roof / roof mounted solar panels)
5. The supplier must categorise, prioritise, and manage all non-routine maintenance incidents using the following three severity levels:

|  |  |  |  |
| --- | --- | --- | --- |
| **Incident Severity Level** | **Description** | **Initial Response Time** | **Target Resolution Time** |
| P1. Critical Incident | Any faults/failures which endanger public safety(including lighting failures). | Within 4 Hours. | **Make Safe:** Within 8 hours**Fix:** In line with P2/ P3 |
| P2. Significant Incident | Important functions or services within the Shelter(s) are not usable (not safety-critical) | Within 10 Working Hours. | Within 3 Working Days |
| P3. Minor Incident | An issue which has an impact on the aesthetics of the Shelter but does not impede on its functions or services.  | Within 10 Working Hours. | Within 10 Working Days |

If an incident requires the complete replacement of a shelter, or the replacement of large portions of the shelter, target resolution time may be waived to allow for manufacturing time. However, the shelter must be made safe within 8 hours and, wherever possible, important functions should be restored within 3 working days.

1. The Supplier must have an email address and phone number that is consistently monitored within the defined Working Hours. Incident response times will begin at the point that The Supplier is notified of the incident by The Council. If this is outside of Working Hours, this incident start time will be deferred to 08:00 on the following working day.
2. In the event of a Priority 1 incident, a member of Supplier staff must attend within 4 hours to determine what action, or resources are required to repair the damage. If the incident relates to dangerous structures, this Supplier staff must remain on site until the dangerous structure is removed.
3. If an issue occurs that affects the ability of the Supplier to meet these Service Levels, the Supplier must inform the Council of the situation as soon as reasonably practical.

**PLANT MANAGEMENT AND MAINTENANCE REQUIREMENTS**

1. The following requirements apply to Shelters which have Living Roofs.

1. The Supplier must put in place a robust plant management regime, including inspection, maintenance, cutting, and watering regime to ensure that the wildflower plants are suitably hydrated and have the right conditions to grow.
2. The Supplier must deliver a watering and maintenance regime for each of the different seed mixes to reflect the different requirements of each mix. This must include a regime for April to September, and for October to March per mix to reflect the changes in management and watering requirement by season.
3. The Supplier must follow the Green Roof Organisation Code of Practice for Management, and Maintenance of the biodiverse green roof Bus Shelters:

<https://www.bauder.co.uk/getmedia/aa24968f-19b6-4195-b48f-b52d073957f2/GRO_GreenRoofCode.pdf>

1. The Council may instruct additional visits to specific sites to carry out additional watering of Living Roofs (and Living Back Panels, where applicable) during unseasonably hot weather. The Council will give no fewer than 2 days’ notice of required additional visits. In the event of the Met Office declaring an official drought, the Council and the Supplier will jointly agree any changes to the watering regime.

1. The supplier must undertake a living roof inspection at each shelter twice a year (Spring and Autumn), including removal of unwanted items and invasive plants, soil assessment, and testing of any inbuilt irrigation systems (if relevant).

**SUPPLY AND INSTALL OF NEW SHELTERS - OPTIONAL EXTRAS**

1. The following elements may not be required for every shelter. In addition to the core requirements listed above, the Supplier may provide the following optional elements if they are able to.
	* 1. An air filtration system on the underside of the shelter roof creating an air curtain by removing air pollution and fine suspended particles in the air from the Shelter waiting area.
		2. Air quality monitoring sensors to monitor No2, PM10, PM2.5 and CO2 to be attached to the Bus Shelter. Air Quality data from the supplied air quality monitors will be provided as a real-time data feed available and collated into monthly reports which will be shared with The Council at the end of each month.
		3. Traffic counter sensors to be attached to the shelter to count walking, cycling and other vehicles. It is expected that data collected from the supplied traffic counting monitors would be provided as real-time data and collated into monthly reports which are shared with the client.
		4. Passenger Shelter mounted wind turbines. These could be used to power the shelter lighting and RTI displays where taken forward.
		5. Pollinator friendly side or back shelter panels to increase the coverage of pollinator friendly plants on the shelter. The Supplier must propose plant mixes of the same types as those required for the Living Roof (Sedum Mix and Wildflower mix).

**MOBILISATION REQUIREMENTS**

1. The Supplier must provide a Delivery Plan showing the timeline from order to installation, including delivery and installation timescales, events and meetings which need to take place.
2. The council requires all 7 Living Roof shelters to be installed first. A detailed works schedule for the FABF project will be provided by the council. The installation of these shelters must be tied in with the FABF main contractor works.