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**SPECIFICATION**

**Door Access Control System – Public Conveniences in Newquay**

**Background**

Located on Cornwall’s Atlantic Coast, Newquay has previously been voted as “One of the Nation's Favourite Seaside Towns” in the prestigious Which Holiday Survey, “Best Family Holiday Destination” by readers of COAST magazine and has won Gold for “Best Seaside Towns for Families” by Days Out with the Kids.

Newquay also has some of the finest beaches in Cornwall and beyond!

Provision of public toilets is a vital service provided by Newquay Town Council both to visitors to the town as well as to support but those who live and work in the community.

The Town Council is looking to update current access controls to the doors to the public toilets owned and operated by the Council.

Site locations and number of doors per site are as below:

|  |  |  |
| --- | --- | --- |
| **Site** | **Post Code** | **No. of Doors** |
| Chester Road | TR7 2RX | 1 |
| Fore Street\*\* | TR7 1HB | 2 |
| Narrowcliff | TR7 2RR | 1 |
| Trenance |  | 1 |
| Railway Station | TR7 2ND | 6 |
| Watergate Bay | TR8 4AA | 3 |
| Killacourt | TR7 1DN | 1 |
| Pentire Headland | TR7 1PN | 1 |
| Little Fistral | TR7 1HS | 1 |
| Porth Beach | TR7 3NE | 5 |
| Esplanade | TR7 1PS | 2 |

\*\* NOTE: Fore Street toilet Male/Female which is managed by Kashing. Whilst there is a Kashing Contactless system in place the Town Council would seek a quote for replacement to bring the system inline with a single supplier solution.

Existing access control entry to the sites consist of coin access on each cubicle.

The Council has suffered some coinbox theft from the existing access control measures in place.

The existing controls are all operational apart from the ones damaged during the attempted theft.

The controls were installed in 2014 during the refurbishment when the facilities were devolved to the Town Council from Cornwall Council and are coming to end of life.

**Requirements**

The objectives from the works are:

* To update and modernise the existing access controls entry.
* To improve options for customers to access the sites through alternative means of payment, e.g. debit / credit card / coins.
* To reduce the potential for theft by reduced number of doors that have coin options. The intention is for each site to have one toilet per site as a hybrid (Card and Coin) or Coin only, with the other toilet cubicles contactless (e.g., Card only).

The new system must be:

* Resilient and robust, to both vandalism and anti-theft.
* Provide the ability to control remotely control the access entry conditions, e.g. cost of entry, means of cards available to be used, etc.
* Provide management information such as details of access gained, plus charges received and overall access to each toilet.

Where the system has contactless card readers then they are required to be compatible for merchant acquirer solution in order to take and receive payments. This will form part of the set up and ongoing maintenance by the appointed Contractor.

Ideally the system would also provide options for:

* A means of being remote operated so that doors can be set to open / lock at specific hours.

Primarily the work must include:

* Removal and disposal of existing control systems. Where possible the works (both the removal and install) to be carried out in a manner that keeps the sites operational, in whole or in part.
* Supply, install and set up of the new access control units.
* Making good the walls, doors and / or frames from either the removal of existing access control units or fitting the new access controls.

Servicing and maintenance package would require to be included.

**General Preambles**

In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:

1. Furnish all labour and equipment required to perform the Contract in accordance with the specifications contained herein.
2. Responsible for the Health and Safety of their employees and the public liability towards occupants to premises service users and the general public. Evidence of compliant health and safety training should be held on file by the Contractor and be made available to the Council throughout the duration of the contract should it be requested.
3. Ensure that Operatives appointed to work on the Contract are suitable and sufficiently qualified and experienced to perform the activities required under the Contract.
4. Provide adequate supervision of Operative staff to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Council as commissioning organisation.
5. Ensures that none of its employees smoke or vape in any Council premises.
6. Maintain its own public liability insurance for the duration of the Contract.
7. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
8. Be solely responsible for breakage or theft by the Contractor’s employees or agents.

**Access to Premises / Sites**

Core hours will be operation, 0830 to 1700 Mon to Fri, 9.00-17.00 Saturday.

The Services provided are in operational facilities which are open during the day and therefore have either staff, service users and / or general public. The Contractor’s Operatives are therefore required to be mindful of this and also be mindful working in locations where particular consideration is to be made to a range of stakeholders including:

* Vulnerable Adults;
* Visitors to the premises and schemes who may be unaware that work is being carried out;
* Persons with visual, hearing or mobility impairment;
* Persons with limited understanding of the English language;
* Persons with particular requirements because of their ethnic, religious or other backgrounds.

**Provision of Services**

The Contractor shall be allowed free use of water and electricity for undertaking functions as set out in this Contract. The Contractor shall be mindful to use such services in an efficient and economical manner.

**Security**

General

As part of their duties the Contractor’s Operatives shall be required to report any concerns, and for these concerns to be relayed to the respective Council Authorised Personnel as soon as practically possible. If the situation or concern is deemed an emergency then the relevant emergency services should be called without delay.

The Contractor’s Operatives will be required to ensure that they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.

By undertaking their duties, the Contractor’s Operatives shall be mindful of their actions in a manner that prevents unauthorised persons access to plant, materials and equipment that may cause harm, theft or damage as a result of their actions.

**Apparel**

Contractor Operatives will be required to look professional and presentable when working on Council premises. Apparel for Contractor Operatives will be practical for the Services performed, but readily distinguish the Operative as an appointed person to work on the premises. Therefore, to help provide clarity to others all Operatives will have the same outfit / uniform which includes clear reference to the Contractor’s company name / logo, as well as a photo badge which also includes the name for the individual Operative.

**Health and Safety matters**

The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary Health and Safety Regulation that is relevant.

Whilst the works are not deemed to be covered under the Construction Design Regulations (CDM) and the appointed Contractor shall note the following and undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract but not limited to, the following:

* + 1. Health & Safety at Work Act 1974Management of Health & Safety at Work 1999Provision & Use of Work Equipment Regulations 1998

The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided.

Asbestos:

The Contractors attention is drawn to the requirement to be mindful where works are invasive to the structure and fabric of the buildings regarding asbestos. The Contractor will be responsible for ensuring that all personnel are made aware of this requirement.

The Contractor shall liaise with the Council in regard to any respective limitations and restrictions and must ensure that risk assessment and management plans put in place.

Contractors staff - Lone working:

Where Contractors personnel are to work alone to undertake activities in line with this contract then safeguarding considerations must be carried out as part of risk assessments, both for members of the public if sites are to remain open and the Contractors personnel.

Working at Heights:

All operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging.

Where access is required by means of ladders, steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council’s Authorised Officer obtained. Access equipment for short duration (e.g. step ladders) must be provided by the contractor and evidence of suitable training in correct use of equipment may be required. Contractors working unsafely at height will be instructed to leave the building.

Trips, slips and falls:

The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around areas being worked on, and protection of leads / cables to appliances that can cause hazards to others in the area.

To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated.

Personnel Protective Equipment (PPE):

The Contractor will ensure that the Contractor’s Employees are provided with, and use, required PPE when undertaking their duties. When working in external sites, where there is likely pedestrian and / or vehicular access in the vicinity then the Operatives shall be required to wear class 2 high visibility vests.

Risk Assessment

It will be the responsibility of the Contractor to undertake Risk Assessment for the programmed inspection works and any resulting repairs post inspections in line with the Management of Health and Safety at Work Regulations 1999 (<https://www.hse.gov.uk/simple-health-safety/risk/index.htm>).

A record to be keep of all risk assessments and to supply a copy to the Council upon request.

Reporting of Incidents and Hazards:

If a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council’s Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Electrical Equipment:

All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer’s instructions.

Electrical Works

Electrical works must only be carried out by qualified electrical technicians, in line with suitable trade body such as National Inspection Council for Electrical Installation Contracting (NICEIC) https://niceic.com/.

It is the responsibility of the Contractor the Operator to satisfy themselves as to the suitability of the people they employ. Prior to connecting with any electrical supplies all necessary checks and tests must be carried out.

Training:

New and existing Operatives shall be suitably trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

Working around stakeholders / General Environment:

As highlighted, the Services are to be carried out in an operational or public environment with mixed stakeholders and hazards and care must be taken to avoid risk to both operatives working in the premises and overall public safety.

Disposal of Waste

Disposal of waste arising from the Contractors operations in delivery of the Services and the safe disposal of such waste will form part of the Contractor’s responsibilities under the Contract.

In the event that any of that waste is hazardous waste the Contractor shall ensure that such waste is appropriately disposed of.

If the Contractor wishes to dispose of any waste arising from the Contract themselves they must ensure they hold an up to date and appropriate Waste Carrier’s Licence.

Contractor Employee Personnel

The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety, as well as vetting as required (e.g. Police Vetting and Data Barring Service DBS checks).

**Key Performance Indicators**

**Customer Care**

Key objectives from the Contract is to ensure the following:

* Resources are managed efficiently and effectively.
* Value for money is achieved.
* Service standards as set out are consistently maintained.

Key Performance Indicators (KPIs) are identified in Table 1 below.

In the event of Service Failures, as part of the Contract the Council reserves the right for the Authorised Personnel to issue Default Notices.

Where possible the aim will be for the Council to work constructively with the supplier to avoid the need to resort to such action but will form part of the options available to the Council under the Contract. In the event of a Default Notice being issued, it shall only be issued from the Authorised Personnel, and done in a way that clearly outlines the area of Service Failure (including references to location / date / time), the means of corrective action required and the timeline within which the Service Failure is to be corrected.

The Supplier will be required to correct the Service Failure in line with the Default Notice timelines. Where the Supplier views the Default Notice is unmerited or inaccurate then this shall be raised as soon as possible to the Supplier Manager.

Persistent or repeated Services Failures, and / or incident / issues which constitute a serious Service Failure(s) may result in the Council terminating the Contract in accordance with the Conditions of Contract.

Should it be established that the prescribed standards are not being maintained, a deduction in the next monthly bill equal to 1 full day’s Contract payment will be made until the facilities are brought back up to the identified standards. This will be determined, and deduction period concluded by re inspection and confirmation by the Council’s authorised officer.

When the Supplier is informed of an issue, it is expected to adhere to the following response times to complete the task with competent persons:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Day** | **Time** | **Priority 1** | **Priority 2** | **Priority 3** |
| Every day (including Bank Holidays) | 24hrs | Next Calendar Day - of call to fix to the Supplier | 5 Working Day from reports registered to supplier by 3 pm on previous Working Day | 10 Working Days from reports registered to supplier by 3 pm on previous Working Day |

1. Priority 1 – Emergency response e.g. an incident which generates a an immediate / imminent Health and Safety risk
2. Priority 2 – Urgent maintenance but with no imminent Health and Safety risk
3. Priority 3 – Non-urgent maintenance

A comprehensive KPI regime will set out clear expectations, behaviours and results from both the Supplier and the Council.

The Supplier’s performance will be measured and reviewed throughout the installation, maintenance and removal period to monitor performance, effectiveness and efficiency. The Supplier will be measured against the following KPIs:

Maintenance

1. Percentage of Priority 1 calls completed within specified time (Target 100%)
2. Percentage of Priority 2 calls completed within specified time (Target 95%)
3. Percentage of Priority 3 calls completed within specified time (Target 95%)

If the Supplier falls behind on any element of the task, a meeting shall be arranged with the Council to discuss the impact and any action to be taken to remedy this.

If the Supplier finds they are unable to deliver the service to the required standards, they are required to notify the Council at the earliest opportunity.

The Supplier shall provide information and records on the performance of delivering the service in such a form as the Council may reasonably require.

Further KPI’s will be subject to agreement between the parties throughout the Contract and the methods to be used for measuring Supplier performance against the KPI’s listed above will be determined prior to Contract commencement.

Regular review and monitoring of Health and Safety procedures and standards will be required. This would include monitoring of any issues in relation to Health and Safety both as part of ongoing supervision by the Supplier as well as any incidents that may occur. Supplier able to demonstrate suitable no / low level of incidents both in number and severity, as well as clearly able to demonstrate H&S review and monitoring is regularly and effectively happening.