

Terms and Conditions for Marshal Support

1.Scope

1.1 Overview

1.1.1. North Northamptonshire Council (The “Authority”) wishes to invite tenders through the North Northamptonshire Council Marshal Support for Northamptonshire for 14 months to 31st March 2022. The successful Potential Provider will be responsible for providing this service and liaising closely with the Contract Manager identified by the Authority.

For the purposes of this Agreement, the county of Northamptonshire is divided into two unitary zones:

- a) North Northamptonshire (Wellingborough, Rushden, East Northants, Kettering and Corby)
- b) West Northamptonshire (Northampton, Daventry and South Northants)

1.1.2 This opportunity relates to the provision of Provision of personnel to undertake patrols as required across Northamptonshire to support Intelligence gathering, community engagement future prevention, enforcement activity and deliver a series of response and recovery activities.

2.Term

2.1 This Agreement is for from 1st February 2021 until 3rd October 2022.

3.Service Objectives

3.1 The objectives of this Agreement are to have a range of Providers that can provide the following services:

* One of the main objectives is to be able to provide a flexible and physical staffing resource, to deliver a series of response / recovery activities throughout Northamptonshire.

Marshals would be deployed as part of the response to various incidents and emergencies in order to provide additional “on the ground” presence in support of the wider public sector response.

- ii) Support joint patrols, including Council Officers, but not limited to, Environmental Health, Trading Standards and Police Officers
- iii) Engaging, explaining and encouraging members of the public to maintain general compliance in accordance to specific regulations.
- iv) Handing out guidance and signpost where businesses and the general public can get up to date information.

v) Undertaking community engagement to identify potential community tensions arising and report back through identified route.

vi) Undertaking social distancing compliance checks on venues, businesses, particularly in the night time economy and in public open spaces.

vii) Supporting any potential mass vaccination or mass testing programme if necessary.

In each activity those deployed will need to be able to provide appropriate information and reports include the adequate completion of forms and other materials provided by North Northamptonshire Council.

4. Service Specific Requirements

4.1 Core Requirements of this service are listed below:

- Excellent written and verbal communication skills.
- Ability to undertake physical activity indoors and outdoors in varying weather conditions.
- Record relevant observations relating to public social distancing compliance.
- Provision of staffing to be deployed within the county, 7 days per week, 52 weeks per year, including Bank Holidays and including unsociable hours (the actual required working patterns will be in response to local requirements and will be communicated to contractor in advance as required for them to allocate shifts and resources).
- Record relevant observations relating to business compliance with social distancing requirements.
- Intelligence gathering in relation to events being held within a locality and feedback through identified routes.
- Submit daily returns through identified route of all intelligence and observations.
- If requested, provide support on crowd control, large events and emergency situations within Northamptonshire.
- Manage data in accordance with GDPR and Data Protection requirements.

Work alongside Environmental Health Officers and Local Resilience Forum partners as required.

4.1.1 The Service provider should ensure that have undertaken appropriate and verifiable checks to ensure that all personnel are suitable to work directly with members of the public and support enforcement activity. Examples of such checks could include DBS check or SIA accreditation. Service provider responsible for all DBS and or SIA qualifications/ checks at their own cost as required.

4.1.2 The Authority will email requirements to the Provider for the service to be deployed on a weekly basis in advance. Payment will be made in arrears on a weekly basis via Purchase Order.

4.2 Hours of work

4.2.1. As required across 7 days a week, flexible hours, between the hours of 0800hrs and 0300hrs.

Individuals to work up to 37hrs a week. (*The work pattern will be dependent upon local requirements, and we will be communicated ahead of time to the contractor so that resources and shifts can be planned.*) The work pattern will also be informed by national government guidance and the regional tier or national restriction level the county is currently operating under.

4.2.2 An example of a work pattern and operative allocation is as follows:

- Monday to Friday 09:00 to 20:00 (4 officers)
- Saturday Day 10:00 to 22:00 (8 officers)
- Sunday Day 10:00 to 18:00 (6 officers)
- Friday & Saturday NTE 13:00 to 10:00 (8 officers) and Locations as required.

4.2.3 The Provider is expected to adhere to the working time directive in relation to any work/training completed by the worker, particularly directly before or after their late shift.

5.Safer Recruitment and Staffing

5.1 The Service must ensure that at all times standards, policies, procedures and legislative requirements will be made clear to employees, staff, managers and volunteers via a robust induction, regular training and development program, staff meetings and regular supervisions.

5.2 The Provider must ensure that at all times they have sufficient numbers of people of appropriate ability, qualification, skill, knowledge, training or experience available to provide and supervise the provision of the Services and cater for employees' holidays, sickness and absence.

5.3 A Business Continuity Plan must be in place in order to ensure continued provision in case of staff absences.

5.4 Staff should have levels of communication skills including a level of English language that will ensure they can relate to members of the public.

6 Legislation

6.1 Providers will comply with applicable legislation, statutes, registration standards, regulations and guidance, and any amendments, re-enactments or updates in respect of the Services they supply and all aspects of the behaviour of individuals they employ directly or indirectly. This includes the following legislation and guidance (this list is indicative for guidance only and is not exhaustive) and the Authority's relevant standing orders, policies, procedures and instructions relevant to the Services the Provider are supplying.

6.2 Relevant Legislation

- a) Health and Safety at Work Act
- b) Equality Act 2010 amended (2016)
- c) Data Protection Act 2018
- d) Human Rights Act (1998)
- e) Freedom of Information Legislation

7 Complaints and Compliments

7.1 The Provider shall maintain an effective complaints and compliments policy and procedure that is in accordance with the Authority's Complaints policy. Such policy shall have systems in operation which monitor the incident and outcome of all complaints and investigations regarding the provision of the service.

7.2 All formal complaints will be monitored, and updates will be required from the Provider on remedial action taken as a result of any complaints.

7.3 The Provider must notify the authority's Authorised Representative of any complaints and investigations into the service as soon as reasonably practicable but in any event within 2 working days of the receipt and must keep the Representative informed of the outcome. If the complainant is not satisfied with the outcomes of the service Provider's finding in relation to their complaint, they shall be advised of their right to pursue a formal complaint via the Authority's complaint policy.

7.4 The Provider shall co-operate fully with The Authority's Representative in investigating and resolving complaints made and every endeavour shall be made to improve the service where valid and reasonable recommendations have been received to minimise further complaints so far as is practicable.

7.5 A written record of all complaints made, and any action taken must be kept and be made available for inspection by the Authority's authorised Representative.

7.6 The Provider shall bear the costs of dealing with complaints and for providing information and assistance to the Authority.

7.7 The Authority reserves the right to recover either as a debt or right to set off under the agreement from the Provider, any compensation paid out by the Authority to a Complainant where either the Authority or the Local Government Ombudsman has upheld the complaint and concluded that the Provider was at fault.

8. Expectations

8.1 The Authority is responsible for:

- Provision of Sufficient quantity of Blue Hi-Viz vests in a variety of sizes. Marked with NNC logo on front and 'Marshal Officer' on reverse.
- Providing an online form for venue checks, for the completion by the Community Officers
- Written briefing materials including updates on changes to social distancing guidelines.
- NNC Customer service standards and protocols
- NNC Compliments & Complaints Procedure
- Risk Assessment to be provided by contractor compliant with the Authority requirements (Which shall be provided by the Authority).
- The Authority will undertake its own risk assessment and respond to any issues raised by the contractor

8.2 The following equipment is to be provided by the provider:

- ☐ Bodycams and associated training
- ☐ Copies of footage from Bodycams
- ☐ Uniform - to required spec (dark, single coloured) appropriate to weather conditions
- ☐ PPE - including face coverings, gloves, hand sanitiser and any other related equipment that is required by the current regulations
- ☐ Radios - 1 per person, including maintenance of system

9. Training

9.1 The following training is to be carried out by the Authority on a regular basis to the providers management for onward transmission to the staff.

- ☐ Written briefing materials including updates on any changes related to applicable regulations.
- ☐ NNC Compliments & Complaints Procedure
- ☐ Unacceptable or Unreasonable Customer Behaviour Policy

9.2 It is expected the Provider will ensure the following training is delivered in a timely manner:

- ☐ Conflict Resolution - How to deescalate situations with the public and business owners.
- ☐ Risk Awareness/ Assessment / Dynamic Risk Assessment - Need to be able to assess a situation quickly assess risk for themselves, other members of the public and to property, and call for assistance from enforcement authorities as appropriate.

☐ Equality/ Diversity awareness

☐ Treat all members of the public and business owners with respect, understand what language is not tolerated, be aware of cultural, racial and religious stereotyping

☐ Safeguarding - Children's and Adults - What to do if they suspect that child or vulnerable adult is at risk

☐ PPE donning and doffing (including hygiene)

☐ Conduct a safety talk, issue reminders, updates on guidance at the start of each shift

☐ GDPR

10. Travel

10.1 All modes of transport and associated costs to be borne by the contractor including the provision of adequate insurance for any vehicles used for this purpose.

11. Modern Slavery, Child Labour, and Inhumane Treatment

11.1 The Parties agree to:

☐ Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;

☐ Have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and

☐ Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

11.2 Businesses may not employ anyone under the age of 18 in any type of work that by its nature or circumstances is hazardous or is carried out in a way likely to jeopardize the health, safety or morals of Young Persons

12. Equality & Diversity

12.1 Providers must comply with the authority's Equality and Diversity Policy

In accordance with the Human Rights Act 1998 and Equality Act 2010, Providers must:

☐ Demonstrate equality in all aspects of their practice and have clear procedures in place.

☐ Ensure everyone they are responsible for, positively embrace the concept of diversity in society and encourage the Children and Young People in their care to understand and respect different cultures and lifestyles.

- ☐ Ensure everyone, is responsible for understanding and accepting the damaging effects of discrimination in society and have the knowledge, skill and will to challenge and report the perpetrators of discrimination and to support people who have or may experience racist abuse or attacks.
- ☐ Ensure they have the capacity and resources to help people develop a positive sense of their identity, and where appropriate comply with the authority's Heritage policy
- ☐ Ensure they acknowledge and respect each person's religion and support them to follow their faith; and
- ☐ Have an Equality and Human Right Impact Assessment for Services.

13. Health & Safety

13.1 The Provider shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff, carers and other people working on the Premises in the performance of its obligations under the Contract.

15.2 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the Authority on request.

14. Pricing

14.1 Please see attached the Pricing Schedule document with all the associated costs in delivering this service.

14.2 Costs include the price paid to the provider, including payroll/ management/ on costs / equipment and all the other costs/expenses in delivery of this service remain subject to negotiation between the provider and the authority.