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**PART 2 – SPECIFICATION**

**SUPPLY OF PERSONNEL FOR THE ROLE OF PARK ATTENDANTS**

**Ref: BP1018**

Broxtowe Borough Council

Council Offices

Foster Avenue

Beeston

Nottingham

NG9 1AB

**SPECIFICATION – PARK ATTENDANTS**

**This specification is split into the following sections for ease of reference:**

Section A refers to the general contract details, requirements and obligations.

Section B refers to the more detailed attendant ‘role’ requirements and duties.

**SECTION A - GENERAL**

**A1. General Description of Contract**

Broxtowe Borough Council requires one Contractor to “Supply personnel to perform the role of Park Attendants” (**The Services**) for the Council.

This is a key contract, as the end user (the public), expect to be provided with clean and safe park and sports facilities, that in some cases they have paid in advance for. **Reliability of supply of personnel is essential in this contract and failure to provide this will lead to a breach of contract**. Efficient and effective performance of the contract requirements is paramount and non-performance will be actively managed.

The Contractor will work effectively with the Council’s other providers who provide services such CCTV operators, relevant departments and parks maintenance operations.

The Specification is only a guideline to the duties required. Where appropriate, full individual site specific instructions will be provided before commencement of the contract.

The Council requires the supply of the **correct personnel, at the correct location at the correct time.**

**A2. Summary of Attendant Roles**

The Services to be provided by the Contractor shall include but not be limited to the supply of suitable Staff, vehicles (suitably livered in an agreed format) and equipment to complete the contract requirements throughout the Borough of Broxtowe

Shift times, locations and frequency may change to meet required needs and seasonal changes. Any additional hours will be charged at the ‘Contract Price’ hourly rate. Any reduction in hours required will not be charged for and result in a reduction in Contract Price at the hourly rate.

The three roles comprise of:

Summer Attendants

The Summer Attendant period runs from the last Saturday in April to the last day of September, unless otherwise agreed

The contractor is required to provide high profile fixed attendants (role 1) at two Council managed parks and recreation grounds (one attendant at each park/recreation ground).

The contractor is required to provide a high profile mobile attendant (role 2) and vehicle, to cover the parks and recreation grounds as detailed and to supervise as necessary, the two fixed sites.

Football Attendant

The contractor is required to provide high profile football attendants (role 3) at up to eight Council run parks and recreation grounds. The football season runs from the third Saturday in August until the first Sunday in May, unless otherwise agreed.

Additional Summer Attendant

In addition, it may sometimes be necessary to employ an additional attendant on the mobile route to cover a fixture for example a cricket match at Beeston Fields or Inham Nook or a bowls match at Manor Farm or Hickings Lane.

More details of the Attendant Roles provided in Section B,

**A3. Staff (Attendants)**

**A3.1 General**

All Staff employed on the Contract shall be trained to ensure their own safety and the safety of others. Staff on this contract will not be expected to put their personal safety at risk.

The Contractor shall provide sufficient numbers of suitable adequately vetted, approved, suitably qualified, skilled and trained Staff to undertake the provision of the Services in accordance with the Contract and for any subsequent notice of modification of the Services issued by the Council’s Supervising Officer under the Contract.

The staffing resources provided shall be sufficient to cover for absence through sickness, holidays or any other reason whatsoever.

The required level of staffing shall be available for the full period of all required shift hours.

**A3.2 Performance**

The Contractor shall regularly review and assess the performance of his Staff in undertaking the provision of the Services.

The Contractor shall be required to ensure that the terms contained in this Specification, the Contract Documents generally and the requirements of any Code of Practice to be issued are continuously and rigorously observed by the Contractor and anyone engaged by them in the provision of the Services.

The Contractor shall fully co-operate with the Council in respect of any allegations of inappropriate behaviour (discrimination, putting the public’s safety at risk, not meeting the contact performance, not wearing uniforms etc.) of the Staff employed on this contract.

Any investigation shall be carried out at no expense to the Council.

**A3.3 Staff Continuity and Deployment**

The Contractor shall not employ Staff on rates of pay or other terms and conditions which are insufficient to attract and/or retain personnel of a calibre necessary to undertake the performance of the Services in a satisfactory and professional manner.

The Contractor shall ensure continuity of the Contractor's Staff engaging in the performance of the Service. (**i.e.** **the Council requires that Staff dedicated to this contract are to be used. The Council will not accept a frequent change of personnel engaged on this contract**). Where alternative Staff are used to cover holidays and sick absence they shall be from assigned form a small ‘bank’ of people who a have already been introduced to the Councils and meet all the necessary requirements.

The Contractor shall not (other than in an emergency) employ staff for any shift exceeding 12 hours in any consecutive period of 24 hours.

A pattern of deployment, which provides a reasonable degree of cover during breaks and which recognises the seasonal nature of the Services need across the Borough is essential. Deployed hours means the hours that personnel are actually undertaking on-site patrol activities to provide a Council presence and will **not include** lunch breaks, breaks during a complete shift and for the avoidance of doubt it will not include time spent travelling between the base and the area of deployment, training or briefing/debriefing.

The Contractor shall provide the Supervising Officer with a written list of attendants to be used on each site prior to the start of the season. Any staff changes shall be reported to the Supervising Officer on a weekly basis.

**A3.4 Removal**

The Councils Supervising Officer / Premises Manager shall have the right to require the immediate removal and replacement of any members of the Contractor's staff engaged in the performance of the Services if in the Councils Supervising Officer / Premises Manager opinion that member of the Contractor's staff is unsuitable for the performance of the Services or they are not carrying out their duties in a satisfactory manner.

**A3.5 Staff Vetting**

The Contractor shall thoroughly vet all the Staff to be cleared to a minimum appropriate level of Disclosure and Barring Service (DBS).

The Contractor is responsible for the cost of this, so should include this when pricing their bid.

**A3.6 Staff Uniforms, Appearance and Conduct**

All the staff provided by the Contractor shall wear the appropriate contractor uniforms at all times when undertaking the provision of the Service. The uniform shall consist of, outdoor clothing (appropriate for the season and weather conditions), shirts, jumpers, trousers and appropriate footwear. It is expected that the uniform shall take the following (or similar) look:

* White shirts (long or shirt sleeved)
* Dark jumpers (blue, grey, black or green etc.)
* Dark trousers (blue, grey or black)
* Dark footwear (shoe or boot not trainer).
* Appropriate clothing for outdoor work for weather of all conditions

Coats, jumpers and shirts are to have the Council and Contractors names and logos’.

Hi-Viz vest and Jackets will be supplied by the Council, with the Councils Logos and should be worn at all times while on duty.

**As a representative of the council, Contractor Staff will have high standards of personal hygiene, smart appearance and professional, polite and mature manner.**

While on duty Staff shall not be allowed to:

* Smoke
* Receive personal visitors
* Use personal mobile phones
* Or any other inappropriate behaviour

**A3.7 Training**

The Contractor shall arrange with the council appropriate initial training on the Services to be provided and it shall be the responsibility of the Contractor to ensure all staff have been appointed and are available for such training.

The Contractor shall arrange for all the Staff engaged in the provision of the Services to be fully trained to a level which enables the staff to be capable of understanding and undertaking the operation of the Services to the standard necessary to comply with the Service requirements. **This includes any equalities, health and safety and safeguarding training.**

Any additional training, re‑training or training of additional or replacement staff shall be undertaken by the Contractor at the Contractors expense.

The Contractor is encouraged to hold on an annual basis Personal Development Reviews or a suitable similar review with each member of permanent staff.

**A4. Contract Term**

The contract term will be two years, with options for four extension periods of 12 months.

**A5. Volume and Value of Services**

The Contract will be awarded on a non-exclusive basis and there will be no guarantee of spend with the Contractor under the Contract. The Contractor should be aware that Council’s budgets and priorities and models of service provision are under constant review and there is no promise made by the Council to the Contractor/s with regards to the duration of contract, frequency of requirement and type of service and contract value.

The Contractor understands that deployed staffing levels may change during the contract period, either upwards or downwards and the Council reserves the right to do this. The Councils’ Supervising Officer will be able to vary the hours up or down giving as much notice as possible.

**A6. Contract Manager**

The Contractor shall provide a Contract Manager that will be the key contact for the Council. This contract manager will be responsible for monitoring performance levels, resolving service queries and attending contract management meetings with the Councils representatives.

**A7. Meetings**

The Contractor will attend regular contract meetings at a location of the Council’s choice or virtually.

**A8. Data Protection**

Contractors working within the surveillance environment will respect the integrity of such an environment and therefore will not disclose any information heard within the environment to any other party.

The Contractor shall have a Data Protection Policy that governs conduct of all Staff to ensure personal data is kept secure.

The Contractor will ensure that the Personnel who provide this service are aware of their responsibilities under Data Protection legislation. The Contractor will ensure that new Personnel receive training on this as part of their induction and receive refresher training on their responsibilities under the Data Protection legislation at least every two years.

The Contractor will ensure signed confidentiality agreements are in place for all members of Personnel working on the contract.

The Contractor will provide the required information for the Council to complete a Data Privacy Impact Assessment at no additional cost to the Council. The Contractor should note that this may change the draft Information Processing/Sharing Agreement in Schedule XX

**Location of Personal Data Storage/Back-up**

The Contractor is to ensure that any personal data processed under this contract shall not be processed outside of the UK. If requested the Council may consider alternatives to this as long as significant security requirements are met, which may mean a change of terms and conditions the Contractor has with any third-party storage solution provider. The Council is under no obligation to consider a request to store this personal data outside of the UK. Any additional costs the Contractor incurs to meet these requirements shall be entirely met by the Contractor.

The Contractor is required to understand where the personal data is 'stored' especially if using 'cloud services'.

The Contractor will engage and respond to any request from the Council concerning the location of stored personal data, with proof if requested, at no extra cost to the Council.

**A9. Service Continuity**

The Contractor will have a service continuity plan for this contract. The service continuity plan shall refer to all elements required to perform the Service Specification and as a minimum cover the following:

* The plan shall have clearly identified points as to when the service continuity plan needs to be invoked.
* An obligation upon the Contractor to liaise with the Council with respect to issues concerning service continuity, disaster recovery, insolvency and support Council initiatives to monitor and manage risks to service continuity,
* The Contractor has mechanisms to identify any financial problems, that may affect service delivery, at the earliest possible stage.
* The Contractor has plans in place to ensure Staff cover is provided in the event of sickness, annual leave, strikes, absence, staff leaving and any other events that could lead to a staff shortage such as epidemic/pandemic/viral illnesses, restrictions on travel etc.

The Contractor shall upon the Council's request provide the service continuity plan and any other risk management strategies documents relating to the performance of this Service.

The Contractor shall review the service continuity plan on an annual basis during the term of the contract, to ensure it is addressing all know issues and risks.

**A10. Invoicing and Payments**

The Council will require equal monthly invoices for the contract. Any additional responsive works or works outside the standard contract must be invoiced separately with an agreed reference to identify the services provided.

**A11. Insurance**

The Contractor shall maintain insurance cover for the duration of the contract, as stated below:

* Employer’s Liability Insurance cover of £10 million for any one single occurrence
* Public Liability Insurance cover of £10 million for any one single occurrence.

**A12 Not Used**

**A13. Liquidated Damages**

Failure to deliver Services within agreed contract parameters will result in liquidated damages charges where there has been a genuine loss to the Council. Such examples will usually be related to failure to supply the correct personnel, at the correct time at the correct location. This could be a cost to the Council regarding:

* Cost of replacement personnel
* Pitch hire revenue
* Cost of referee expenses

Please note these are examples and not an exhaustive list.

Frequent failure to deliver the service within the required contract parameters may result in contract termination.

**A13. Sub-Contractors**

The Contractor is to inform the Council of any use of a sub-contractor used to supply the Service. Any sub-contractor requires the Council’s approval and the Council reserves the right to reasonably refuse the use of any sub-contractor.

**A14. Standards, Corporate and Service Policies**

The Contractor agrees to work to the Council Policies and Statements in Part 7, which include but a not limited to:

* Equality and Diversity - All Staff employed on the Contract shall not discriminate against any person in respect of the protected characteristics as defined in the Equality Act 2010.
* Modern Slavery
* Safeguarding - Where any Staff have any concerns about the safety of vulnerable people, particularly children and the elderly during their performance of this contract they are to report this immediately to their Contract Manager who is required to inform the Council’s Supervising Officer.
* Whistleblowing

These will apply to any sub-contractor used.

**A15. Social Value**

The Contractor will be positively encouraged to work with local organisations such as Nottinghamshire Probation Services and Groundwork Greater Nottingham to assist with the employment of younger persons, the long term unemployed and those with minor convictions where appropriate, on the sites staffed by the fixed and mobile park attendants.

**A16. Retendering and Handover**

Towards the end of the contract or a new contract is let with another organisation the Contractor will assist as appropriate and in a reasonable, positive and timely manner.

Where, TUPE is likely to apply on the termination or expiration of the contract, the information to be provided by the Contractor on request from the Council, to the Council, shall include, as applicable, accurate information relating to the Staff/Employees who would be transferred under the same terms of employment under TUPE, including in particular (but not limited to):

* The number of Staff/Employees who would be transferred,
* In respect of each of those Staff/Employees, their dates of birth, sex, salary, pensions, length of service, hours of work and rates, and any other factors affecting redundancy entitlement, any specific terms applicable to those Staff/Employees individually and any outstanding claims arising from their employment; and
* The general terms and conditions applicable to those Staff/Employees, including provisions, probationary periods, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity, paternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements and any other collective agreements, facility time arrangements and additional employment benefits.

**A17. IR35 (Intermediaries Legislation) Amendment for Off-Payroll Working in the Public Sector**

The law now requires public sector bodies to decide the employment status of persons they engage to provide Services, or predominantly Services, through an intermediary such as a personal service company or agency. The Council will decide the employment status prior to engagement using HM Revenue and Customs employment status tool, which can be found here –

<https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

If the Council decides the engagement is ‘employment’ Tax and Employees National Insurance will be deducted from the Contractors invoice under PAYE.

The Council believes that IR35 is not applicable to this requirement. However, if it becomes apparent that there needs to be a review of the employment status of this requirement, then the Contractors shall co-operate with and assist the Council in reaching a decision if IR35 is applicable, which shall rest with the Council.

**SECTION B – ROLE DETAILS**

**ROLE 1 - Fixed Summer Attendant - Outline of Locations, Duties and Required Hours of Duty**

The Summer Attendant period runs from the last Saturday in April to the last day of September. Unless otherwise agreed

The contractor is required to provide high profile fixed attendants (role 1) at two Council managed parks and recreation grounds (one at each park/recreation ground).

Sites – 7 days a week

* Coronation Park, Eastwood, NG16 3HB / NG16 3QL
* Queen Elizabeth Park, Stapleford, NG9 7JB

Main Duties

* Opening and closing of facilities, changing rooms, toilets, gates etc.
* Checking football/cricket pitches/bowling green/tennis courts are safe and playable
* Clearing football/cricket pitches of litter and dog fouling prior to use
* General cleaning of site
* Cleaning of pavilion
* Providing on site presence on behalf of the Council.
* Referring incidents to emergency services as required
* Provide assistance to the public using the facilities in an emergency or otherwise
* Respond to incidents as directed by the Parks and Open Spaces Team where applicable
* Manage and control building keys
* Clean play area on a daily basis
* Empty bins and baskets on a daily basis
* Litter pick sites on a daily basis
* Clean toilets on a daily basis
* Set out markers and strings on bowling greens
* Weed and hoe floral beds and shrub beds
* Sweep tennis courts and other hard surfaces sports facilities
* Mow small areas
* Water the sports facilities and amenity areas
* Brush bowling green where required
* Take monies for casual bowls/tennis and maintain an accurate record for audit purposes.

A detailed weekly work sheet clarifying the above points and the frequency will be provided.

The start and finish times are detailed in the table below:

|  |  |
| --- | --- |
| Weekdays (Monday to Friday) | 12 noon – 7pm |
| Saturday and Sunday | 10.30am – 7pm |

Additional Hours:

When pre booked sports matches extend beyond 7.00pm the attendant must remain on site until the conclusion of the match. This information should be detailed on the weekly return sheet. Any additional hours will be paid for in accordance with the Schedule of Rates.

**ROLE 2 - Mobile Summer Attendant - Outline of Locations, Duties and Required Hours of Duty - Monday to Sunday**

The contractor is required to provide a high profile mobile attendant and vehicle, to cover the parks and recreation grounds as detailed and to supervise as necessary, the two fixed sites, during the week Monday to Friday.

Sites Covered by Mobile Attendant – Monday to Sunday

* Beeston Fields, Beeston, NG9 2QT
* Broadgate Park, Beeston, NG9 2EA
* Inham Nook, Chilwell, NG9 4GQ
* Hickings Lane Recreation Ground, Stapleford, NG9 8PB
* Manor Farm Recreation Ground, Toton, NG9 6EL

Detailed below is the proposed daily patrol sheet. This will need to be flexible to cover specific requirements on a day to day basis. **The mobile attendant will be required to cover the main duties as listed in Role 1 at the five mobile sites**. They will also be required to supervise the two fixed attendant sites.

See below table for an indication to how duties may be undertaken.

|  |  |  |
| --- | --- | --- |
| 10.00 a.m. | Inham Nook | Unlock main gate. Quick check of site and pavilion. Unlock pavilion and leave on keypad security system. Ensure bowling green gate is secure with the combination padlock. |
| 10.45 a.m. | Beeston Fields | Quick check of site and pavilion. Unlock pavilion and leave on keypad security system. Secure bowling green gate on exit with the combination padlock. |
| 11.30 a.m. | Broadgate | As above. |
| 12.45 p.m. | Hickings Lane | Unlock car park gates, check pavilion. Ensure bowling green gate is secure with combination padlock. |
| 1.30 p.m. | Manor Farm | Quick check of site and pavilion. Unlock pavilion and leave on key pad security system. Ensure bowling green gate is secure with combination padlock. Litter pick site, empty bins, clean play area. |
| 1.30 p.m. to 6.00 p.m. | Travel between 5 mobile patrol sites according to pre booked matches to make sure everything is OK. Check for season tickets. Take any casual income. Litter pick all sites, empty bins and clean play areas. Visit each mobile site at least once. Visit the 2 other fixed attendant sites and assist as necessary.Clean pavilion ready for use the following day. Visit each mobile site at least once. Visit the 2 other fixed attendant sites and assist as necessary. |
| 6.15 p.m. | Lock Broadgate pavilion and ensure bowling green gate is secure. |
| 6.30 p.m. | Lock Beeston Fields pavilion and ensure bowling green gate is secure. |
| 6.45 p.m. | Lock Inham Nook pavilion and ensure bowling green gate is secure.  |
| 7.15 p.m. | Visit Hickings Lane. Ensure pavilion and bowling green gate is secure. Lock car park gates. |
| 7.45 p.m. | Visit Manor Farm. Ensure pavilion and bowling green gate is secure. Lock car park gates. Finish Shift. |
| **Total 10 hours** |

Additional Hours:

As with the fixed sites there may be occasions where the attendant has to stay later at a specific site. **In addition it may sometimes be necessary to employ an additional attendant on the mobile route to cover a fixture for example a cricket match at Beeston Fields or Inham Nook or a bowls match at Manor Farm or Hickings Lane**. On these occasions a permanent attendant will be required for the duration of the match. The attendant will arrive 45 minutes before the start of the match and lock up and leave the site clean and tidy after the match has finished. Any additional hours will be paid for in accordance with the Schedule of Rates.

**Cash Sales of Tickets for Tennis and Bowls (Roles 1 and 2)**

The council is currently reviewing its sports booking systems for how sports are booked and paid for.

The attendants will currently be required to advise the customers to call the Council and pay for sports over the phone until the new system is in place.

The attendants will be required to learn any new sports booking and payment system the Council may bring in and must be able to advise customers on this process. This will not incur an increase in the hourly contract price.

The Council will provide training on any new system and this will be paid for at the hourly contract price.

**Tennis:**

* Queen Elizabeth Park - four hard courts and 3 grass courts
* Tennis at Inham Nook and Manor Farm is free

**Bowling Greens:**

* Greens at all seven attended sites

**ROLE 3 – Football Attendants**

**Brief Description of Service**

The contractor is required to provide high profile football attendants at up to eight Council run parks and recreation grounds (one at each site) as listed below. The football season runs from the third Saturday in August until the first Sunday in May.

* Inham Nook Recreation Ground, Chilwell,NG9 4GQ
* Beeston Fields Recreation Ground, Beeston, NG9 2QT
* Leyton Crescent Recreation Ground, Beeston, NG9 1PS
* Weirfields Recreation Ground, Beeston, NG9 1LZ
* Hall Park, Eastwood, NG16 3DY
* Hickings Lane Recreation Ground, Stapleford, NG9 8PB
* Queen Elizabeth Park, Stapleford, NG9 7JB
* Manor Farm Recreation Ground, Toton, NG9 6EL

Note that all sites do not require attendants every week. Some sites require attendants on a very regular basis, others less frequently. Occasions where there is football being played at all eight sites, eight football attendants are required.

Outline of Duties

* Opening and closing of facilities, changing rooms, toilets, gates etc.
* Checking football pitches are safe and playable
* Clearing football pitches of litter and dog fouling prior to use
* General cleaning and litter picking of site
* Cleaning of pavilion after use
* Providing on site presence on behalf of the Council.
* Referring incidents to emergency services as required
* Provide assistance to the public using the facilities in an emergency or otherwise
* Manage and control building keys

Required Hours of Duty

Football Attendants are predominantly required on Saturday afternoons and Sunday mornings. There will also be occasional matches on Saturday mornings at some sites.

There will also be occasional mid-week evening games at some sites during the months of August, September, April and May.

Attendants are required to work a 3½ hour shift per match, arriving on site ¾ hour prior to the designated kick off and locking up and leaving the site clean and tidy after the match has finished.

A typical 10.30 a.m. kick-off match schedule is detailed below.

|  |  |
| --- | --- |
| 9.45 a.m. | Arrive on site and unlock gates and buildings. Make yourself known to the team managers and match officials. Allocate pitches as per fixture sheet. Check pitches are clean and safe to use. Liaise with team managers and officials if any concerns relating to surface water, frozen pitches are identified. Clear litter and dog fouling from the pitch surfaces. Place wheelie bins at appropriate locations close to pitches. |
| 10.30 a.m. | Match kick-off.Make sure changing rooms are locked and undertake patrols of site, clearing any litter as necessary.  |
| 12-12.15 p.m. | Matches finish. Make sure changing room is open for players to use. |
| 12.30-12.45 p.m. | Footballers leave the site. |
| 12.45-1.15 p.m. | Undertake sweep and cleaning of pavilion, making sure all lights, showers, fan heaters etc. are turned off. Litter pick pitch areas as required. |
| 1.15 p.m. | Leave the site, locking all changing rooms and gates. |

NB. At sites that have both morning and afternoon matches, up to a maximum of 6 hours will be paid.

For weekend matches, the attendants are to have the back-up service of a mobile supervisor and vehicle. The cost of the supervisor and vehicle is to be included within the rate for the football attendants.