

1. Background

General

1.1. City of Wolverhampton Council ("the Council") invites tender responses from suitably experienced and qualified service providers with a proven track record of delivering on-the-spot Fixed Penalty Notices ("FPN's"). The successful service provider will employ officers and the necessary infrastructure in order to provide enforcement services within Wolverhampton. Tackling environmental crime is a priority in the region and the primary focus of the initiative will be to encourage behaviour change through robust but fair enforcement. Wolverhampton has a population of approximately 253,000.

1.2. The contract term will run for a period of 2 years with options to extend for two further periods each of 12 months subject to satisfactory performance by the service provider.

1.3. Potential service provider's attention is directed to all the documents comprised in the ITT templates and questionnaires and these are to be read in conjunction with the pricing schedule. Service providers are strongly recommended to visit the area of Wolverhampton to be satisfied as to the local conditions, the full extent and character of the operation, parking and general traffic conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the contract generally as no claims on the grounds of want of knowledge will be entertained.

2. Specification

Employees

2.1. The successful service provider will supply a team of officers to undertake overt foot patrols for littering and dog fouling offences across the whole area administered by the Council. The number of officers shall be sufficient to issue the number of FPN's outlined in 2.35

2.2. The service provider will supply officers with body worn cameras with a specification equal to or exceeding the following:

- Compact lightweight and durable
- Battery life minimum 5 hours
- Memory size 8 Gb -16 Gb
- USB transfer
- HD video and audio
- Easy activation/deactivation
- Clear CCTV signage on the camera
- Water resistant.

2.3. The service provider will be responsible for the provision of all means of communication required by the patrol officers whilst working on this contract.

2.4. Patrol Officers will be required to wear the following items of uniform.

- Black leather shoes
- Black socks

- Black trousers and black leather belt
- White shirt,
- Black clip on tie

2.5. All items of uniform will be supplied by the service provider. The cost of all items of uniform and replacements will be the responsibility of the service provider and at the service providers cost.

2.6. All uniform will display the official logo of the Council. The logo will be supplied by the Council to the successful provider.

2.7. The patrol officers will usually work a 6 day week patrol schedule (Monday to Saturday) and be available to work from 9 am to 5 pm. On occasion patrol officers may be required to work outside of the hours above in order comply with initiatives, campaigns and events throughout the term of the contract. This will be at no extra cost to the Council.

2.8. Supporting the patrol officers will be sufficient administration support and supervisory staff to carry out all requirements to fulfil this contract. These will be provided by the service provider. The cost of this will be included in the service provider's rate.

2.9. All patrol officers must be fully vetted by the Disclosure & Barring Services (DBS) before commencing work on this contract.

2.10. The service provider will ensure that all patrol officers working on this contract must be suitably trained and equipped to issue FPN's "on the spot" and making contemporaneous notes including the use of Police and Criminal Evidence Act (PACE) notebooks. Serial numbered pocket books will be provided by the Council to the service provider free of charge and these must be returned to the Council when full, or when a patrol officer leaves the service providers employment.

2.11. All patrol officers will have a working knowledge of the Environmental Protection Act section 87 and section 88 and Paragraph 1 of Schedule 1 to the Dog Control Orders (Prescribed Offences and Penalties, etc.) Regulations 2006 /1059. Continuous training of the service provider's staff will be required as necessary where there are any revisions of the law or new guidance is issued. Any training will be the responsibility of the service provider unless otherwise agreed with the Council. Refresher training of all service provider's staff will be completed annually and records submitted to the Council upon request if required.

2.12. The FPN will be fixed at £75, however the Council reserves the right to amend this up to the statutory maximum.

2.13. The service provider will be required to prepare the case files in the event an FPN is not paid in full and proceeds to a prosecution case being initiated against the offender. Historically this is currently 160 per month however this is only for guidance

2.14. The service provider shall ensure patrol officers are available to attend court to give evidence as and when required. Attendance will incur no additional cost or expense to the Council.

2.15. The Council accept the challenging aspects of the role, however patrol officers will always remain polite and professional with each intervention. The service provider shall

liaise with the police in relation to prosecution of any person for abuse of a member of its staff involved in the provision of the service.

2.16. The service provider will have the system capability to validate and verify that prior to any FPN being issued the offenders personal details are correct. Details of this system must be provided by the service provider to the Council with their final submission.

2.17. Payment of FPN's can be either Debit Card, Credit Card or Paypoint. Paypoint options are available throughout the City and locations will be provided to the successful service provider upon award.

2.18. The service provider will issue and generate reminder letters and anything further as appropriate to the schedule below:

- Day 1 FPN issued
- Day 14 First reminder letter
- Day 21 Final reminder letter
- Day 42 Prosecution File preparation

Administration costs, including stationery, are the sole responsibility of the service provider.

2.19. The successful service provider will allow system access to the Councils contract manager. The service provider will provide the Councils contract manager with a unique user login and password. The Councils contract manager will have access via the service providers computer system to view details of the FPN that must include, but not limited to;

- Gender of offender.
- Payment method of the FPN (Credit Card / Debit Card / Paypoint / Other)
- Ethnicity of offender.
- Payment rate.

The service providers system must be able to generate reports with all of the above information in either excel or pdf formats upon request by the Councils contract manager. Reports must be available and supplied within 24 hours of the request being made by the Councils contract manager.

2.20. The service provider must have the capacity and capability to report and show the number of FPN's issued, paid, outstanding or cancelled and must be capable of reporting the number of public representations made against individual enforcement officers. This information will be made available to the Councils contract manager upon request and supplied within 24 hours.

2.21. In the event the service provider gives suitable training and access to the Councils contract manager to perform the requirements of 2.19 and 2.20 this should be provided as an additional option.

2.22. The service provider will provide the use of, a fully road worthy, maintained, taxed and insured vehicle to give mobility in and around the area covered in this contract. The service provider's staff in performance of this contract shall be competent, and fully compliant with all aspects of the law with regard to the Road Traffic Act 1988 and any subsequent amendments to the Act. The service provider will be wholly responsible for payment of any penalties incurred whilst working on this contract.

2.23. When working on this contract, the service provider's personnel must clearly display photographic identification that must be worn on the upper part of the body. This must be returned to the Council when leaving the employment of the service provider. The photographic identification will be supplied by the Council before the contract commences.

2.24. The service provider must ensure that all PACE notebooks and any sensitive information collected on behalf of Council is stored securely to comply with the Data Protection Act 1998.

2.25. The service provider must ensure that no group with protected characteristics under the Equality Act 2010 is disproportionately targeted in the performance of this contract.

2.26. The service provider will have resilient business continuity to ensure there is adequate staff cover for all patrol staff, administration and supervision staff during periods of holiday, sickness and any other unforeseen absences.

2.27. All correspondence relating to the performance of this contract, including complaints, will be dealt with by the provider and responded to within 10 working days. The Councils contract manager will be supplied a copy of all such correspondence by email. The final decision to proceed with prosecution of any unpaid FPN's will be the decision of the Council.

2.28. The service provider's team leader must attend weekly meetings at the Councils Civic Centre location. These will be at a mutually agreed date and time between both parties. Meetings will last no more than two (2) hours. The purpose is to discuss operational matters.

Communication

2.29. The service provider shall have a fully developed communication plan which, as a minimum shall include an office contact telephone number, a supervision mobile number and patrol staff mobile phones. These numbers shall be available Monday to Friday between the hours of 9 am to 5 pm.

Health & Safety

2.30. The service provider must ensure compliance with its obligations under the Health and Safety at Work Act 1974, and The Management of Health and Safety at Work Regulations 1999, in order to ensure the health and safety of employees and members of the public

2.31. Notwithstanding any other legal or statutory requirements, the service provider is required to submit a copy of any accident, incident or dangerous occurrence report in relation to the operation of the service to the Councils contract manager within 48 hours of the incident occurring. This should be submitted by email to the Councils contract manager.

2.32. The service provider will inform the Councils contract manager of any unsafe feature, risk, hazard or matter of public concern discovered while working on this contract. Where such matters can be simply and safely addressed without further reference it shall be the provider's duty of care to take any reasonable immediate action to remove or make safe such features, reporting the circumstances by e-mail to the Councils contract manager as soon as practicable.

2.33. Accident statistics, including near miss incidents, shall be reported on a monthly basis to the Councils contract manager by e-mail.

ICT systems provision.

2.34. The service provider will be allowed access to a computer, free of charge that will have Microsoft Office, Adobe Acrobat Reader and Council Tax Systems installed.

2.35. Service providers using their own computer system shall seek prior approval from the Councils ICT department before working on this contract. The service providers computer system must be:

- Approved to ISO/ IEC 27001 or equivalent standards.
- Subjected to an accredited companies Vulnerability / Penetrating testing. Please provide detail of tests undertaken along with copies of up to date reports and remediation carried out. These will be provided with the tender submission.
- Provide the Council with their tender submission, the proposed systems technical infrastructure diagram. This must clearly show the network, server and storage topology.

Method of Payment between the provider and the Council

2.36. The service provider will have a payment solution to host the Councils merchant ID to enable FPN collections to be paid instantly into the Councils bank account. Invoices received from the provider will be paid within 30 working days

Issuing of FPN's

2.37. It is envisaged that the total number of FPN's to be issued per month shall be within the range of 650 to 750

Payment of FPN's

2.38. The service provider shall not be paid on the basis that an FPN is issued. Payment of FPN's to the Supplier is solely on the basis of the full payment of the FPN to the Council by the offender.

Variant Tenders

2.39. Variant tenders will not be considered.