

Dated

1 APRIL

2010

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

- and -

**NSL LIMITED**

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**Contract for Civil Parking and  
Traffic Enforcement and  
Associated Services**

**(Based upon the British Parking Association  
(BPA) Model Contract 2004 Version Three (06-  
05) as amended by the London Borough of  
Camden)**

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Part 2 of 2

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Legal Services Department  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

**SCHEDULE 11  
INSTRUCTIONS TO TENDERERS**

**LONDON BOROUGH OF CAMDEN  
CONTRACT FOR THE PROVISION OF CIVIL PARKING AND TRAFFIC  
ENFORCEMENT AND ASSOCIATED SERVICES**

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## **SECTION 1: INSTRUCTIONS TO TENDERERS**

### **1. INTRODUCTION**

1.1. The London Borough of Camden (“the Council”) invites Tenders for the provision of civil parking and traffic enforcement and associated services in accordance with these Tender documents, comprising:

- I. Instruction to Tenderers
- II. ‘Variation from Contract Terms’ Form
- III. Form of Tender
- IV. Guarantee Undertaking
- V. Guarantee Deed
- VI. Bond Undertaking
- VII. Form of Bond
- VIII. Articles of Agreement
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- XV. Change Control Procedures
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- XIX. Schedule of Rates

1.2. The Council is seeking prices for the following Contract Term options:

- i. An eight year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole discretion of the Council
- ii. A six year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole discretion of the Council

1.3. This Contract is based upon the British Parking Association’s (BPA) Model Contract 2004 Version Three (06-05) as amended by the Council.

1.4. The Council wishes to ensure that the Service Provider is committed to quality and to achieving the key performance indicators, as well as securing continuous improvement to the enforcement operation. The Services must meet the standards as set out in the Specification and Tenderers are required to consider the standards required and set out proposals in their Tender submissions as to how a high quality of Service provision can be achieved, maintained, and enhanced.

## 2. **GENERAL INFORMATION**

- 2.1. If you are in any doubt as to the interpretation of any part of the Tender documents, you are invited to contact:

Leah Kermode  
Commissioning Manager  
Parking Services  
[Leah.Kermode@camden.gov.uk](mailto:Leah.Kermode@camden.gov.uk)

Please note: apart from Leah Kermode, no other employee of the Council has the authority to make representations about the Tender, and so the Council cannot be held responsible for any advice issued by anyone other than the nominated officer.

- 2.2. ALL enquiries in relation to the Tender documents must be received by the Council by email by close of business on Friday 7 August 2009. Enquiries received on Fridays through to Thursdays will be typically be answered on the following Friday in a numbered bulletin. The Council will try to answer enquiries submitted after the date specified in this Point 2.2 but, if there is a need to research or gather background information, the Council cannot guarantee that it will be able to do so in time for submission of Tenders. It will not be possible to agree an extension to the closing date for receipt of Tenders in such circumstances.
- 2.3. Details of the questions received and answers provided will be shared with all Tenderers.
- 2.4. It is your responsibility to obtain at your own expense any additional information necessary for preparation of your Tender.
- 2.5. Where there is any conflict between these Instructions to Tenderers and any other Tender document, then the latter shall take priority, but otherwise the Tender documents shall be taken as mutually explanatory.

## 3. **PROCUREMENT TIMETABLE**

The procurement timetable for this Contract is as follows:

	<b>Action</b>	<b>Date</b>
1	Advertisements placed on OJEU website	7 April 2009
2	PQQs evaluated	09 May – 15 June 2009
3	Successful organisations at PQQ stage invited to Tender	24 June 2009
4	Final date for receipt of Tenders	20 August 2009
5	Tender review process	21 August – 31 August 2009
6	Interviews of with all Tenderers	1-2 September 2009
7	Award of Contract subject to Alcatel period following thereafter	18 November 2009
8	Contract planning and transitioning	19 November 2009– 31 March 2010
9	Contract Commencement Date	1 April 2010

#### 4. **PREPARATION AND SUBMISSION OF TENDER**

- 4.1. Your Tender must be returned, in an envelope or parcel bearing the enclosed Tender return label, to arrive not later than **12:00 noon on 20 August 2009**. Tenders shall be returned to:

The Head of Legal Services  
London Borough of Camden  
Room 207  
2nd Floor  
Town Hall  
Judd Street  
London  
WC1H 9LP

Compliance with this deadline is essential, and late Tenders will not be considered.

- 4.2. You must not identify your organisation by name or mark on the outside of the envelope, including franking marks. Please note that documents sent by Royal Mail Data Post and many courier companies are normally marked with the name of the sender, and so it is your responsibility to ensure that your Tender envelope or parcel does not get marked in this manner.
- 4.3. You must submit five hard copies of your Tender and two on CD-ROM. Any CD

must be clearly marked with your organisation name.

- 4.4. Should any additions or deletions to the Instructions to Tender documents be considered necessary prior to the date for submission of Tenders, these will be issued by the Council to Tenderers and will be deemed to form part of the Instruction to Tender Documents. The Council reserves the right to extend any date for submission of Tenders accordingly.
- 4.5. The Tender response must include a signed Form of Tender. The Form of Tender references the prices stated in the Schedule of Rates. The duly signed and dated Form of Tender must be submitted with the following:
  - a) the Schedule of Rates, fully priced and totalled by item (as instructed therein);
  - b) tender responses, fully completed and with all supporting documentation;
  - c) the Bond Undertaking duly executed by the Tenderer's proposed surety and including the amount of the Bond premium;
  - d) if the Tenderer is a subsidiary company, the Guarantee Undertaking duly executed by its ultimate holding company; and
  - e) any other documents(s) or thing(s) required to be submitted with the Tender.
- 4.6. The Form of Tender shall be signed:
  - a) where the Tenderer is an individual, by the individual;
  - b) where the Tenderer is a partnership, by at least two duly authorised partners;
  - c) where the Tenderer is a company, within the meaning of the Companies Act, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

## 5. **CONDITIONS FOR TENDERING**

- 5.1. Should any additions or deletions to any of the Tender documents, supplementary clauses or additional information be considered necessary prior to the date for submission of Tenders, the Council will issue these to you and they will be deemed to then form part of the Tender documents.

- 5.2. Please complete the Tender in the format provided and requested, and on the official Tender documents only, in accordance with these Instructions to Tenderers.
- 5.3. Tenders submitted must be for the whole of the Services. Tenders for only part of the Services will be rejected.
- 5.4. Your Tender must remain open for acceptance for a minimum period of six months from the closing date for receipt of Tenders.
- 5.5. The Council may not accept the lowest priced or any Tender and will not be responsible for or pay any expenses or losses which you may incur in submitting your Tender.
- 5.6. If the Council accepts your Tender, the priced Tender documents together with our letter of acceptance shall constitute the Contract until formal execution of the Contract. If you have submitted any Variations to the Contract terms on the Variation Form Contract Terms Form, the Council will decide whether such variations are acceptable to the Council, and this will be confirmed in the Council's letter of acceptance to you. Please note that the Council is not bound or obliged to accept any variation to the Contract terms proposed by you.
- 5.7. Information supplied by the Council is supplied for general guidance in the preparation of the Tenders. You must satisfy yourself as to the accuracy of information provided and the Council cannot accept any responsibility for any inaccurate information.
- 5.8. All information provided by the Council should be treated as private and confidential except where the Council has given prior agreement that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.
- 5.9. The information contained within these Instructions to Tender shall be only be used for the purpose for which it was provided.
- 5.10. The Tender documents are and shall remain the property of the Council and shall be returned with the Tender and, if no Tender is submitted, at the instruction of the Council.
- 5.11. Before submitting the Tender, you will be deemed to have satisfied yourself as to the accuracy and sufficiency of the rates and prices submitted, which shall cover all obligations under the Contract. The Council will assume that you have obtained all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tender.



- 5.12. Tenderers may be notified of any arithmetical errors within their Tender submission, and may be requested to either stand by any discrepancies or withdraw the offer.
- 5.13. The Council shall not consider your Tender for acceptance, and will therefore reject it, provided that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council, if you:
- (a) have directly or indirectly canvassed any member or official of the Council or obtained information from any other person who has been contracted to provide services to the Council, concerning the award of the Contract or you have directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
  - (b) fix or adjust any prices in the Schedule of Rates by or in accordance with any agreement or arrangement with any other person; or
  - (c) communicate to any person other than the Council the amount or approximate amount of the prices shown in the Schedule of Rates except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or financing; or
  - (d) enter into any agreement with any other person that the other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
  - (e) offer or agree to pay or give any inducement to any person having direct connection with this Tender, in return for their doing or arranging any act or omission in relation to any other Tenderer; or
  - (f) in connection with the award of the Contract commit an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

The Council may reject your Tender if:

- (a) it is not in accordance with these Instructions to Tenderers; or
  - (b) it contains serious gaps or omissions; or
  - (c) it is in breach of any instruction or clause set out in the Tender documents.
- 5.14. Any acceptance of the Tender by the Council shall be in writing and shall be communicated to you and upon such acceptance the Contract shall be constituted and become binding on both parties. However, notwithstanding that, you shall upon request of the Council execute a formal contract under seal in the form of the Articles of Agreement and Conditions of Contract, including all

Appendices and Schedules attached to the Conditions of Contract.

- 5.15. The construction, validity, performance and execution of any Contract that may result from this Tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.
- 5.16. All documents requiring a signature must be signed by an appropriate, authorised signatory of your organisation. The Council shall assume that in signing the Tender documents, the signatory is duly authorised to commit to the Contract on your behalf.
- 5.17. The successful Tenderer will be required to provide a performance bond in the sum of 10% of the value of the Contract, and a guarantee for the performance of the Contract from the Tenderer's ultimate holding company (if applicable) or both if in the opinion of the Council the circumstances are such that both are necessary. The Bond Undertaking included with the Tender Documents must be completed and executed by a reputable bank, insurance company or other financial institution. Tenderers should note that the surety is required to indicate in the Bond Undertaking the amount of the premium payable by the Service Provider for the performance bond.
- 5.18. If the Tenderer is a subsidiary company, the Guarantee Undertaking included in the Tender Documents must also be completed by the ultimate holding company of the Tenderer.
- 5.19. Should the Council decide that the successful Tenderer need not provide a performance bond, the amount of the bond premium will be deducted from the first payment to be made to the Service Provider under the Contract. A completed executed Guarantee Deed and the Form of Bond (Appendices E and G of these Instructions to Tenderers respectively) must be provided to the Council by the Service Provider prior to the Commencement Date of the Contract.

## 6. **YOUR WARRANTIES**

6.1. In submitting a Form of Tender you warrant and represent and undertake that:

- (a) you have not done any of the acts or matters referred to in Point 5.13 above and has complied in all respects with these Instructions to Tenderers;
- (b) all information, representations and other matters of fact contained within your Tender are true, complete and accurate in all respects;
- (c) you have made your own investigations and research, satisfied yourself in respect of all matters relating to the Tender and Contract, and will not have entered into the Contract in reliance upon any other information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- (d) you have full power and authority to enter into the Contract and carry out the Service and will if requested produce evidence of such to the Council;
- (e) you are of sound financial standing and you, your partners, directors, officers and employees are not aware of any circumstances (other than those disclosed in the audited accounts or other financial statements previously submitted) which may adversely affect such financial standing in the future;
- (f) by the Commencement Date you will procure and during the Contract Term you will have sufficient working capital, skilled staff and other resources available to carry out the Service in accordance with the Contract and to the Contract Standard for the Contract Term; and,
- (g) you have obtained or will have obtained by the Commencement Date all and any necessary consents, licences and permissions to enable you to carry out the Service and will from time to time throughout the Contract Term obtain and maintain all further and other necessary consents, licences and permissions to enable you to carry out the Service.

## 7. **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 "TUPE" AND WORKFORCE ISSUES**

7.1. The purpose of TUPE is to ensure that, on the transfer of an undertaking or part of an undertaking from one employer to another, the employment rights of the workers employed in the undertaking **on the date of transfer** are preserved. The effect is that employees employed in the undertaking are automatically transferred to the new employer on their existing terms and conditions of employment.

7.2. The Council's advice to Tenderers is that it considers whether that in the event of a Tenderer being awarded this Contract, the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 will apply. If the

Regulations apply then Tenderers should take into account (amongst other things) the following requirements of the Regulations:

- The need to consult with recognised Trade Unions and employees' representatives;
  - The need to maintain existing rates of pay and conditions of employment;
  - The need for the successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to relevant employees.
- 7.3. Tenders must also provide details of pension arrangements for staff transferred under TUPE. Such pension arrangements must comply with Condition 16.3 of the Conditions of Contract.
- 7.4. Tenderers are advised to seek independent professional advice on the effect of TUPE on their company should their Tender be successful.
- 7.5. Consequently, Tenderers must be prepared to accept all liabilities that may arise as a consequence of the application of TUPE and no additional payment will be made by the Council in respect of these liabilities.
- 7.6. In order to formulate a Tender on the basis of the Regulations applying, Tenderers who propose to submit tenders on the basis that TUPE applies may do so with regard to the terms and conditions of employment of personnel engaged in the provision of the Service. In relation to the information supplied on employees, the Council requires the Tenderer to give a formal written undertaking as to confidentiality in the form provided at Appendix H of these Instructions to Tenderers. Tenderers must return the signed confidentiality agreement by Tuesday 7 July 2009 for the attention of Leah Kermode, 100 St Pancras Way, London, NW1 9NF. The Council will on Wednesday 8 July issue all relevant personnel related information for the purposes of this Point 7.6 to all tenderers who have returned the duly signed confidentiality agreement by Tuesday 7 July 2009.
- 7.7. As TUPE provisions may also apply at the end of the Contract Term, the appointed Service Provider will then be required to provide detailed information on the terms and conditions (including pension arrangements) enjoyed by those members of its staff wholly or mainly working on delivering services specified under this Contract. A summary of this information will be made available to all potential Tenderers for a new Contract. If a new service provider is then appointed arrangements for transferring staff will proceed on the same basis as for the present Contract.
- 7.8. Tenderers are advised to seek independent professional advice on the effect of TUPE and the Workforce Code of Practice.

## Workforce Issues

- 7.9. On 13 March 2003 the Government published a Code of Practice on Workforce Matters in Local Authority Service Contracts. The Code of Practice deals with the terms and conditions, and pensions, of new joiners. It applies only to those tenders where new joiners will be expected to work alongside TUPE protected former local authority staff. The Code applies to a first and any subsequent re-tender provided that TUPE protected ex-council staff are still engaged on the contract.
- 7.10. The Government launched the Code with the intention of re-affirming the link between quality services under best value and good employment practise. The Code includes the following key measures:
- Better protection of the terms and conditions for transferred local authority staff;
  - Fairness for new joiners taken on to work on service contracts beside a transferred workforce. The Code's provisions are aimed at preventing procurement decisions based solely on cost and competition based purely on lowering pay and conditions – the “two-tier workforce” issue.
- 7.11. In respect of transferred local authority staff, the Code makes it clear that TUPE is expected to apply, unless there are genuinely exceptional circumstances for not doing so.
- 7.12. The Code also deals with the terms and conditions, and pensions, of new staff recruited to work alongside transferred former local authority staff. The service provider is required to offer new staff, fair and reasonable terms and conditions that are overall no less favourable to those of the transferred local authority employees. The options for pension arrangements are:
- Membership of the Local Government Pensions Scheme.
  - Membership of a ‘good quality’ employer pension scheme, which can be final salary or defined contribution. The Employer’s contribution must match the employee’s contribution.
  - A stakeholder pension scheme, with matched contributions up to 6%.
- 7.13. The Code specifies that terms and conditions should be considered as a “package”. This means that the service provider may offer a different package, as long as it is “no less favourable”. The aim is to provide a flexible framework under which the service provider can design a package best suited to the delivery of the service, but which does not undermine the quality, for example morale, of the workforce and in turn the attainment of a best value outcome.

7.14. If Tenderers are of the view that TUPE applies:

- i. Tender Price 1a and Tender Price 1b must include the cost of complying with all the successful Service Provider's obligations under TUPE and providing equivalent pensions for TUPE transferred staff; and
- ii. Tender Price 2 includes all the costs of Tender Price 1 plus the additional costs of complying with the Code in respect of new joiners.

## 8. **TERMS OF CONTRACT**

8.1. The Contract will be awarded on the basis of the Conditions of Contract attached. Please do not submit your own standard terms with your Tender. If you are unable to comply with any of the Council's Conditions of Contract (based on BPA Model 2004 (version three (06-05) as amended by the Council), please indicate in the Variation of Contract Terms Form at Appendix A, stating your proposed alternative conditions. Please note, however, that the Council reserves the right to not accept any proposed variations to the Conditions of Contract which the Council finds unacceptable, and that making a qualification may result in your Tender being disregarded in total.

## 9. **SCHEDULE OF RATES (SOR)**

9.1. The SOR contains the various circumstances for which the Council shall pay for Services provided by the Service Provider. The SOR is at Appendix I of these Instructions to Tenderers. Electronic Excel pricing workbooks for each set of prices accompanies this paper format. A set of guidance notes are provided.

9.2. Each section item within each set of prices must be completed by Tenderers; these sets being:

- 1) Prices that have taken into account the implications of applying the Workforce Code in relation to the following Contract Terms:
  - i. A six year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole option of the Council **(Tender Price 1 (A))**
  - ii. An eight year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole option of the Council **(Tender Price 1 (B))**
- 2) Prices that do not take in account application of the Workforce Code of Practice in relation to the following Contract Terms:

- i. A six year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole option of the Council **(Tender Price 2 (A))**
  - ii. An eight year Contract Term, as may be extended on a two yearly basis for a maximum of a further four years at the sole option of the Council **(Tender Price 2 (B))**
  
- 9.3. Tenderers may use the electronic pricing workbooks to test various combinations of prices, but it will be critical to ensure that the final set of prices and the given quantities are left in this workbook when it is returned.
  
- 9.4. It is important that prices and rates are presented clearly in your Tender. You must enter prices and rates for all items as shown both on the hardcopy of the Schedule of Rates, and in the electronic version provided with this document. These should be your most competitive prices and rates, as evaluation of Tenders will be based upon the prices and rates submitted and it may not be possible to amend the prices and rates after your Tender has been submitted. If there is any conflict between the prices stated on the hardcopies of your Tender and the prices stated on the electronic version, the Council will use the prices stated on the hardcopies. The electronic version of the Schedule of Rates should be returned, duly completed, with your Tender response.
  
- 9.5. Tenderers must note that prices and rates should be quoted on an all-inclusive basis, covering delivery and all contingencies, but excluding VAT. VAT shall be added to the advised Tender rates at the appropriate VAT rate in force at the tax point for the supply.
  
- 9.6. Tenderers shall include within their response a full breakdown of how unit prices for each set of pricing have been arrived at. This is in effect, the first version of the “open book” which will be used for various aspects of contract management throughout the Contract Term.
  
- 9.7. Quantities outlined in the Schedule of Rates are indicative only, although initial contract volumes will be close to those shown in the Quantities sheet. The Council reserves the right to test other combinations of quantities during the evaluation to understand the sensitivity of prices submitted to change the scale of the Contract.

## 10. PARKING ENFORCEMENT HHCT SOFTWARE AND HARDWARE

- 10.1. The Service Provider is responsible for the provision of IT hardware for use by Civil Enforcement Officers (CEOs). This IT hardware includes, but is not limited to, Hand-Held Computer Terminals (HHCTs), and related hardware to be used by CEOs, including printers, cradles, and digital cameras, as well as their procurement, installation, configuration, customisation and maintenance. The software to operate in the HHCT (“the ‘Parking Enforcement HHCT Software’) will be provided subject to a licence granted by the software supplier and it will be a prerequisite of the contract that this Parking Enforcement HHCT Software is used by the Service Provider on suitably compatible HHCTs. The Parking Enforcement HHCT Software supplier appointed by the Council will provide support and maintenance services in relation to the Parking Enforcement HHCT Software to the Service Provider, subject to a support and maintenance agreement to be entered into between the Service Provider and the Parking Enforcement HHCT Software supplier.
- 10.2. The Service Provider will meet the cost of the support and maintenance services specified in Point 10.1 above directly with Parking Enforcement HHCT Software supplier, who is currently, Mouchel Traffic Support Limited (MTS), which shall be in place up until the expiry date of the contract between MTS and the Council. The proposed expiry date is 31/12/11. The cost of the support and maintenance agreement shall be inserted under “Any other items” in the SOR. For informative purposes only, Tenderers may note that the financial value associated with support and maintenance services for parking enforcement HCT software would have represented £29,651 to Council for the period of 01/04/10 – 31/12/11 had the Council and MTS intended to include this service within a wider parking enforcement IT software and hardware provision and support contract.
- 10.3. If the Council appoints a different software provider to MTS to provide parking enforcement software from 01/01/12, and there is an increase in the cost of the support and maintenance agreement compared with the cost of the software support and maintenance agreement from 01/04/10 – 31/12/11, the Council shall pay to the Service Provider on an annual basis the difference between the two costs for each year a cost difference applies; however, should there be decrease in the cost of the agreement, the difference in cost shall be passed onto the Council annually as a saving.
- 10.4. The Parking Enforcement HHCT Software presently supplied by MTS and used by the Council is ICPS version 6.66.
- 10.5. As a part of the Tender submission, Tenderers shall provide a statement outlining no less than **three** HHCT proposals, including the related equipment, i.e., printers, cradles, and digital cameras. These proposals must comply with the technical specification requirements as outlined in Section 6 of the Specification.
- 10.6. These proposals shall be ranked in order of the Tenderer’s preference, with reasons being provided for the choice and its ranking. Tenderers shall also state the estimated lead time for obtaining quantities of each of these proposals. The



first preference shall be used for pricing purposes.

10.7. As the compatibility between a HHCT proposal and the parking enforcement HHCT software is of critical importance, immediately following the award of the Contract, the Council will require the co-operation of the Service Provider in the process of rigorously testing the proposal(s). The Council will provide every assistance to the Service Provider to facilitate this testing process. The Council reserves the right to choose second or third preferences based on the outcome of testing process.

10.8. The Service Provider may not make a bulk purchase any IT hardware before obtaining from the Council written approval of compatibility of the HHCT proposal with the Parking Enforcement HHCT Software.

## 11. **TENDER EVALUATION**

11.1. The Contract shall be awarded on the basis of the Most Economically Advantageous Tender on an evaluation of the prices submitted and the quality of your Tender proposal. In relation to price, there will be an assessment comparing Tender responses.

11.2. The price : quality ratio for this contract will be 50 : 50.

11.3. Maximum points (50) will be awarded to the lowest tender price. Thereafter, each tender will be score at a number of points less than 50, which will be pro-rata to the price in relation to the lowest one received.

### 11.4. Quality Evaluation

11.4.1. The quality element of the evaluation will be awarded in accordance with the criteria specified in bold in Table 1 in this Point 11.4.1.

**Table 1**

<b>Item Reference</b>	<b>Focus Area</b>	<b>Max. Available Marks</b>	<b>Weighting</b>	<b>Max. Weighted Mark</b>
<b>Commitment and ability to deliver quality outcomes (16%)</b>				
1	Strategies for delivering quality in the duration of this Contract <i>(Instructions to Tenderers Point 11.10)</i>	5	2	10
2	Risk identification and management strategies in this Contract	5	2	10
3	Security measures to be applied in relation to all Premises and Locations used in the provision of Services <i>(Specification item 2.2.15)</i>	5	1	5
4	Strategies for delivering innovation and service efficiencies	5	3	15
5	Strategies for delivering continuous improvement	5	3	15
6	Strategies for developing and maintaining commercial relationships with other service providers to ensure an effective and efficient service to LBC <i>(Specification item 6.2.2)</i>	5	3	15
7	Strategies for maintaining and improving the compliance to parking and traffic regulations within LBC	5	3	15

Item Reference	Focus Area	Max. Available Marks	Weighting	Max. Weighted Mark
8	Strategies for the successful achievement of KPIs in relation to on-street enforcement <i>(Schedule 4 to Contract Conditions 'Key Performance Indicators')</i>	5	1	5
9	Strategies for the successful achievement of KPIs in relation to CCTV monitoring <i>(Schedule 4 to Contract Conditions 'Key Performance Indicators')</i>	5	1	5
10	Strategies for the successful achievement of KPIs in relation to clamping and removal and pound and payment centre operations <i>(Schedule 4 to Contract Conditions 'Key Performance Indicators')</i>	5	1	5
<b>Management structure and effectiveness (8%)</b>				
11	Overall local contract management structure, including the numbers of contract management staff and brief job descriptions of each post <i>(Instructions to Tenderers Specification item 2.2)</i>	5	2	10
12	Relevant experience for managing the operations to meet and maintain service levels in this Contract to ensure service outcomes are met	5	2	10
13	Strategies for the effective management of overall contract operations	5	3	15

Item Reference	Focus Area	Max. Available Marks	Weighting	Max. Weighted Mark
14	CVs for the proposed Contract Manager and one other Manager to be deployed from the Commencement Date, evidencing relevance in terms of experience, qualifications, and skills <i>(Specification item 2.2.2)</i>	5	1	5
15	The fit of this Contract with other Contracts and teams in the corporate management structure, demonstrating communication channels and authority levels	5	1	5
16	Central/local support services in terms of payroll, HR, IT, quality management, health and safety, police liaison	5	1	5
<b>Staffing and training (7.5%)</b>				
17	Strategies in relation to the recruitment and selection of Staff <i>(Specification item 2.2.4)</i>	5	3	15
18	Strategies in relation to the training and development of Staff <i>(Specification item 2.2.5)</i>	5	3	15
19	Details of how health, safety and staff welfare policies and schemes will be applied in this Contract	5	3	15

Item Reference	Focus Area	Max. Available Marks	Weighting	Max. Weighted Mark
<b>Resources and resources management (5.5%)</b>				
20	Vehicle proposals (including any associated equipment) <i>(Specification items 2.4, 4.4.1.6, 4.4.17, 4.4.18, 4.4.19, 5.2.2.4; Appendix 6 &amp; Appendix 7 to the Specification)</i>	5	2	5
21	i. Fleet management strategy: maintenance programs, insurances, taxes, licences. ii. Evidence of an operator's licence  <i>(Specification items 2.4, 4.4.1.6, 4.4.17, 4.4.18, 4.4.19, 5.2.5)</i>	5	2	10
22	Strategies for the sourcing, maintenance and management of IT hardware (HHCTs, printers, cradles, cameras, personal radios, head-cams, IT hardware within CCTV vehicles)  <i>(Instructions to Tenderers – Point 10; Specification – Section 6)</i>	5	2	10
23	Sourcing strategies in relation to the provision of: i. A CEO base ii. A decant pound, with a supporting statement explaining the operational benefits of the proposed site, and outlining the proposed number of decant spaces  <i>(Specification items 2.2.15.3, 2.2.15.8, Section 4)</i>	5	2	10

Item Reference	Focus Area	Max. Available Marks	Weighting	Max. Weighted Mark
<b>Equality and sustainability (3%)</b>				
24	Strategies for implementing and maintaining the principles of equal and diversity in the workforce	5	2	10
25	i. Strategies for implementing the Environment Management System ii. Plans for year on year carbon reductions  <i>(Instructions to Tenderers Point 11.10, Appendix 9 &amp; Appendix 7 to the Specification)</i>	5	2	10
<b>Data and record management (2.5%)</b>				
26	Strategies in relation to information storage, distribution, security of data, handling of personal data, transfer of data processes, back up facilities, and disposals	5	3	15
<b>Implementation planning (2.5%)</b>				
27	i. Contract implementation planning (including project plan with dates and milestones), ii. Risk identification and management in relation to implementation iii. CV of Project Manager for implementation	5	3	15

Item Reference	Focus Area	Max. Available Marks	Weighting	Max. Weighted Mark
<b>Working in partnership (2.5%)</b>				
28	Strategies partnership working during the life of the Contract	5	3	15
<b>Demonstration of an overall understanding and compliance with the Council's requirements (2.5%)</b>				
29	Evidence of compliance to the tender documents	5	3	15

- Tenderers must provide responses to items 1 – 29, Table 1, in the form of a method statement or series of method statements detailing how the Contract will be performed. Where information other than a method statement is required, this has been stated. Certain items in the tender documents have been referenced in italics for convenience; however, these references, where provided, are not necessarily exhaustive and Tenderers should ensure that the tender documents have been read in full before formulating responses. As a part of the evaluation process, and in order to decide whether or not to accept your Tender, the responses you provide will be used to evaluate against the criteria specified. The completed responses will form part of the Contract.
- The column headed 'Max. Available Marks' refer to the maximum marks that are available in relation to a single Focus Area. Each response will be marked out of five by the Council as follows:

1 = not met  
2 = met only in part  
3 = met requirements  
4 = exceeds requirements  
5 = exceeds requirements and shows innovation

- The column headed 'Weighting' refers to the weighting factor being applied to that focus area. Weighting factors range from 1 to 3. The weighting factor will be multiplied by the mark allocated to the response to give a weighted mark.
- The column headed 'Max. Weighted Mark' refers to the maximum weighted mark that may be arrived at as a result of multiplying the mark by the weighting factor.

11.5. As part of the evaluation process you will be required to:

- i. attend meetings with authorised representatives of the Council to present, explain or amplify details of your Tender. A letter will be sent to you within two working days of the Council receiving your Tender. Please ensure that you have availability on the dates stated in the procurement timetable.
- ii. provide any other information the Council reasonably requests.

11.6. Following close of Tenders all the Tenders will be marked against the criteria specified above. All Tenderers will be invited to interview to present their written submissions and to answer questions. Following interviews, all short-listed Tenderers may have their Tenders marks reviewed.

11.7. Tenderers may be required to demonstrate their ability to provide the Service and Council officers may make arrangements to visit sites which the Tenderer is currently servicing under existing contracts (as outlined in the PQQ submission),



visit the Tenderer's premises, interview the Tenderer, test the Tenderer's systems and/or vet equipment arrangements and leasing contracts. Tenderers will facilitate the Council's requirements for site visits, presentations and general supply of information.

11.8. This Invitation to Tender document does not imply that the Tenderer has completely satisfied all the Council's criteria to be selected to Tender and further clarification information relating to all or any part of your Tender response may in any event be required.

11.9. Following the Council's decision to award the Contract, the Council may notify the Tenderer of areas in the Method Statements which need further consideration by the Tenderer before it can be approved by the Council. Such amendments requested by the Council shall not:-

- (a) vary the scope of the Services described in the Specification;
- (b) require the Tenderer to provide Services in addition to the Services described in the Specification;
- (c) require the Tenderer to omit any of the Services described in the Specification;
- (d) vary the amount of the Tender.

11.10. The following Schedules to the Conditions of Contract shall contain information supplied by Tenderers:

**Schedule 12**      **Quality Manual** – please submit a copy of your quality manual

**Schedule 13**      **Environmental Management System** – please submit a copy of your environmental management system

**SECTION 1: INSTRUCTIONS TO TENDERERS**

**APPENDIX A: VARIATION FROM CONTRACT TERMS FORM**

Please detail below any technical, commercial or contractual stipulations of the Conditions of Contract/Instructions to Tender documents with which you are unable to comply. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

<b>Section of Tender document</b>	<b>Area of Non-Compliance</b>	<b>Extent of Non-Compliance/Alternative Proposal</b>

Signed: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 1: INSTRUCTIONS TO TENDERERS**  
**APPENDIX B: TENDER RETURN LABEL**

**IMPORTANT:**

**TENDER DOCUMENTS ENCLOSED.**

**DO NOT OPEN UNLESS AUTHORISED TO DO SO.**

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**Head of Legal Services  
Room 207  
London Borough of Camden  
Town Hall  
Judd Street  
LONDON  
WC1H 9LP**

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**To arrive at the above room no later than 12:00 NOON on 20 AUGUST 2009**

SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX C

LONDON BOROUGH OF CAMDEN

TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES

FORM OF TENDER

To: The Mayor and Burgesses of the London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP

I/We.....  
(insert registered company name)

Trading as.....

Whose registered office is situated at.....

.....  
.....

Having examined the Instructions to Tenderers, , the Articles of Agreement, the Conditions of Contract, the Specification and Appendices, Tendering Schedules and all other Tender documentation issued by the Council for the provision of the above named Services, I/We hereby Tender and undertake to execute and complete all the Services required in conformity with the Specification, the Conditions of Contract and all associated appendices and schedules for the prices inserted in the Schedule of Rates, and in accordance with the following conditions:

I/We are submitting this Tender in compliance with the instructions and conditions of Tendering as specified in the Instructions to Tenderers.

I/We understand that the Council is under no obligation to accept my/our Tender.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn until the expiry of 6 months from the Tender return date.

I/We understand you are not bound to accept the lowest or any Tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

I/We further undertake to execute the Articles of Agreement, to be prepared by the Council with each party bearing its own expenses in relation to the execution thereof, for the proper and complete fulfilment of the Service(s).

If my/our tender(s) is/are accepted I/we will, if and when required by the Council, procure that our ultimate holding company will execute and deliver to the Council a Deed of Guarantee in the form annexed to the Guarantee Undertaking herewith.

Our tender has been prepared on the basis of TUPE applying and I/we accept all liabilities in relation to the transferring employees.

Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof shall constitute a binding contract between us upon the terms set out in the contractual documents.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person, firm or Company.

I/We also certify that I/we am/are not a party to a scheme or arrangement under which any other Tenderer was reimbursed for any part of his/her Tender costs.

I/We certify that this is a bona fide Tender and that I/we are authorised to submit the same by the Company/Firm.

Tenderer's  
Signature(s)\* .....

Print name(s)  
in full .....

Position in  
Organisation.....

Correspondence address:  
.....  
.....

Email address:.....

Direct phone number:.....

Date .....

**Company registration number (if incorporated)**

**Registered office (if incorporated otherwise main business address)**

\* Where the Service Provider is an incorporated association, the Company Secretary and a duly authorised Director/or two Directors should sign.

In the case of a partnership at least two duly authorised partners should sign. In the case of an individual, the individual should sign.

- Where the Service Provider is an incorporated association, the Company Secretary and a duly authorised Director/or two Directors should sign.

Parent Company name and address (where applicable)

.....

.....

**SECTION 1: INSTRUCTIONS TO TENDERERS**

**APPENDIX D**

**LONDON BOROUGH OF CAMDEN**

**TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES**

**GUARANTEE UNDERTAKING**

To: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

We, ..... whose registered office is situated at  
....., being the ultimate holding company of  
..... (name of subsidiary), hereby irrevocably and  
unconditionally undertake that, in the event of the Tender submitted by  
..... (name of subsidiary) being accepted by you we will  
forthwith and upon request properly execute and deliver to you a Deed of Guarantee in the  
form attached hereto, together with a copy of the minutes of the meeting of directors (or a  
certified extract thereof) approving the Guarantee and recording the fact that the giving of  
the Guarantee is for the commercial benefit and in the best interests of this Company.

**Dated:** ..... **20**

**The COMMON SEAL of** )  
 )  
**was hereunto affixed in the** )  
**presence of :-**  
**Director**

**Director/Secretary**

**OR**  
**SIGNED as a DEED by** )  
 )  
**acting by a Director and its Company** )  
**Secretary/two Directors** )

**Director**  
**Director/Company Secretary**

SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX E

LONDON BOROUGH OF CAMDEN

TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED  
SERVICES

DEED OF GUARANTEE FROM PARENT COMPANY

This Deed of Guarantee is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**B E T W E E N**

[ \_\_\_\_\_ ] company registration number [ \_\_\_\_\_ ] whose registered office is situated at ..... ("the Guarantor") and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London, WC1H 9JE ("the Council")

**WHEREAS**

- (1) **This Guarantee is supplemental to a contract (hereinafter referred to as "the Contract") of today's date / of .....[insert date] and made between [ \_\_\_\_\_ ] ("the Service Provider") and the Council whereby the Service Provider has agreed to [describe services / goods] ("the Goods/the Work/ the Services") for the Council upon the terms and conditions more particularly described therein.**
- (2) The Service Provider is a subsidiary company of the Guarantor.
- (3) The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing.

**NOW THEREFORE**

- 1. The Guarantor hereby unconditionally and irrevocably guarantees to the Council that if any sums are due and owing to the Council by the Service Provider pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the monies which are due to them and unpaid by the Service Provider together with all costs and expenses which the Council may incur in enforcing this Guarantee.
- 2. The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Council against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reason of any default on the part of the Service Provider in performing and observing the terms and conditions of the Contract and in particular such costs and expenses as may be incurred as a result of a third



party providing all or any part of the **Goods and/or the Work and/or the Services** (as defined in the Contract) by reason of a failure by the Service Provider to provide the **Goods and/or the Work and/or the Services** in accordance with the terms of the Contract.

3. The Guarantor shall not be discharged from this Guarantee nor shall its liability under this Guarantee be affected or impaired by any agreement, conduct or forbearance between or afforded to the Service Provider by the Council. The Council shall not be obliged to require payment from the Service Provider before enforcing the terms of this Guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Service Provider for all liabilities obligations and undertakings of the Service Provider as provided in the Contract.
4. This Guarantee shall remain in full force and effect until all moneys and liabilities now or hereafter due and owing or incurred by the Service Provider to the Council have been satisfied in full and this Guarantee is in addition to and not in substitution for any other Guarantee, undertaking, indemnity, security or other obligation given or owing to the Council in respect of sums due or liabilities arising pursuant to the terms of the Contract.
5. If any monies shall become payable under or in respect of this Guarantee the Guarantor shall not so long as any monies due and owing by the Service Provider to the Council under the terms of the Contract remain unpaid:-
  - (a) in respect of the amounts paid by the Guarantor under this Guarantee seek to enforce repayment by subrogation or otherwise,
  - (b) in the event of the insolvency, winding up, liquidation or dissolution of the Service Provider prove in competition with the Council in respect of any monies owing to the Guarantor by the Service Provider on any account whatsoever but will give to the Council the benefit of any such proof and all monies to be so received in respect thereof.
6. All demands made by the Council under this Guarantee shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Council. Such demand shall be deemed to have been made and received by the Guarantor:
  - (a) if sent by mail on the day after the date of posting; or
  - (b) if sent by facsimile at the time the Guarantor's facsimile machine acknowledges receipt.
7. No failure to exercise and no delay in exercising on the part of the Council any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.
8. The Guarantor hereby warrants and represents to the Council that it has full power and authority to enter and perform its obligations under this Guarantee.

9. This Guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Service Provider or the Council.
10. This Guarantee shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof \*[the parties hereunto have caused their respective Common Seals to be hereunto affixed] \*[this Deed of Guarantee has been duly executed as a Deed by the Guarantor and the Council has caused its common seal to be affixed to this Deed] the day and year first before written.

**\*THE COMMON SEAL OF  
XXXXXX LIMITED** )  
was hereunto affixed in )  
the presence of:- )

**Director**  
**Director/Secretary**

**OR**

**\*SIGNED AS A DEED BY  
XXXXXXX LIMITED** )  
acting by (a director and its )  
secretary or two directors) )

**Director**  
**Director/Secretary**

**THE COMMON SEAL OF THE COUNCIL** )  
was affixed in the presence )  
of:- )

.....  
**The Officer duly authorised by the  
Council**

**delete as applicable.**

SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX F

LONDON BOROUGH OF CAMDEN

TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES

**BOND UNDERTAKING**

**TO: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

We hereby undertake that in the event of the Tender submitted by  
[\* ] for the [ ]  
being accepted by you and in accordance with the Conditions of Contract,

We, [ **BANK/INSURANCE COMPANY**]

[of ] will forthwith upon request properly execute and deliver to you a Bond in the form attached hereto.

**\*Insert name of Tenderer.**

**Dated 20**

**THE COMMON SEAL )  
OF )  
[name of BANK/INSURANCE CO.] )  
was hereunto affixed )  
in the presence of:- )**

Director:

Director / Company Secretary:

**OR (for execution without company seal)  
SIGNED AS A DEED )  
BY )  
[BANK/INSURANCE CO.] ) [signature]  
acting by [a director and )  
its Company Secretary/ two )  
Directors\*] ) [signature]**

\* delete as applicable

SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX G

**LONDON BOROUGH OF CAMDEN**

**TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES**

**FORM OF BOND**

THIS DEED OF BOND is made the .....day of 20

BETWEEN:

(1) ..... whose registered office is situated at ..... (“the Surety”)

and

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London, WC1H 9LP (“the Council”).

**WHEREAS:**

(A) The Council and [.....] (“the Service Provider”) have entered into a binding agreement whereby the Service Provider will provide..... (“the Services”) upon the terms and conditions contained in documentation issued by the Council on [.....] (“the Contract”)

and

(B) Pursuant to an undertaking given by the Surety to the Council on [.....] the Surety has agreed to enter into a Bond on the following terms and conditions:

**NOW THEREFORE**

(1) The Surety irrevocably undertakes to pay forthwith to the Council the established and ascertained losses as sustained by the Council as calculated in accordance with the Contract, and which are unpaid by the Service Provider in either of the circumstances set out in paragraphs (a), or (b) below:

(a) the occurrence of any of the Events of Default entitling the Council to terminate the Contract set out in the Conditions of Contract;

(b) the termination of the Contract by reason of the insolvency of the Service Provider notwithstanding that the Contract may automatically determine upon such insolvency under the terms of the Contract.

Provided that the Council supplies the Surety with a certificate of the Service Providers failure or Event of Default signed by the Councils Director, ..... Department, to include a detailed statement of the Council’s losses as calculated in accordance with the Contract, and all payments made under this bond shall not exceed in aggregate the sum of £[

.....]  
**[10% of contract sum].**

- (2) The Surety acknowledges that no alteration in the terms of the Contract made by agreement between the Council and the Service Provider or in the extent or nature of the Services to be performed thereunder and no allowance of time by the Council nor any forbearance or forgiveness in respect of any matter or thing concerning the Contract on the part of the Council shall in any way release the Surety from any liability under this Bond.
- (3) Any demands made by the Council under this bond shall be sent to the Surety at the address set out above or such other address as may be notified by the Surety to the Council. Such demand shall be sent by recorded delivery and shall be deemed to have been received by the Surety once a signature is given for its receipt.
- (4) This Bond shall operate without prejudice to any other guarantee, undertaking, security or other obligations given or owing to the Council in respect of sums due or liabilities arising pursuant to the terms of the Contract.
- (5) Within one month of the Service by the Council on the Surety of the notice as set out herein the Surety shall pay the Council the full amount of the sum claimed in the demand.
- (6) This Bond shall continue in force for so long as the Contract shall remain in force and for a further nine month period thereafter.
- (7) The law of England shall apply to this Bond.

**IN WITNESS WHEREOF** this Bond has been executed as a Deed on the date set out above

**THE COMMON SEAL of** )  
 [ ] )  
**was hereunto affixed in the** )  
**presence of:** )

Director .....

Director/Secretary\* .....

**OR**

**SIGNED AS A DEED by** )  
 [ ] )  
**acting by [a director and its** )  
**secretary or two directors]** )

Director .....

Director/Secretary \* .....

**THE COMMON SEAL** )  
**OF THE COUNCIL** )  
**was affixed in the presence of:** )

.....  
**The Officer duly authorised by the Council**

\* *delete as applicable*

## SECTION 1: INSTRUCTIONS TO TENDERERS

### APPENDIX H

#### CONFIDENTIALITY AGREEMENT

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (“the Council”); and

(2) [ ] (Company Registration No. [ ]) of [ ] (“the Tenderer”)

#### BACKGROUND

- (A) The Council has invited tenders for the provision of civil parking and traffic enforcement and associated services (“the Services”) as more particularly specified in the Specification issued with the Instructions to Tenderers.
- (B) The Council has provided to the Tenderer specific information on a confidential basis. This Agreement therefore sets out the terms and restrictions which will apply to that information and to any other information the Council provides.

#### TERMS AND CONDITIONS OF THE AGREEMENT

- 1 “Confidential Information” means all information obtained from or relating to the Council’s business, agents or employees, including any information provided to the Tenderer about employees transferring as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE Regulations”), Transferring Employees (“Transferring Employees” means the employees who will transfer from the employment of the Council to the employment of the service provider appointed to provide the Services as a result of the application of TUPE Regulations in relation to the contract for Services) and Transferring Original Employees (“Transferring Original Employees” means the employees who previously transferred to the employment of the Former Service Provider (“Former Service Provider” means any service provider who provided services the same as or similar to the Services to the Council immediately prior to the commencement date of the provision of Services and who will transfer to the employment of the service provider appointed to provide

the Services as a result of the application of TUPE Regulations in relation to the contract for Services).

- 2 The Tenderer must use all reasonable endeavours to ensure that, subject to the compliance with the requirements of the *Data Protection Act 1998* (in so far as they apply to the provision of Services and/or otherwise to the above mentioned contract for Services) the Tenderer (and any person employed or engaged by the Tenderer) will:
  - 2.1 only use the Confidential Information for the purposes necessary in the preparation of its Tender Response in relation to the Services; and
  - 2.2 not disclose any Confidential Information to any third party without the Council's prior written consent (which the Council shall be entitled to refuse without giving any reason).
- 3 The restrictions in Clauses 2.1 and 2.2 shall not prevent the Tenderer disclosing to any other person Confidential Information about a Transferring Employee or Transferring Original Employee where this is in the best interests of the Transferring Employee or Transferring Original Employee concerned or such disclosure is necessary so as to protect the health, safety or welfare of the Transferring Employee, Transferring Original Employee or other transferring employees.
- 4 Further, the restrictions in Clauses 2.1 and 2.2 shall continue to apply after the contract for Services has come to an end but they shall not apply (whether whilst this Agreement is in force or after) to information which:
  - 4.1 is in, or comes into the public domain (except if this is as a result of a breach by the Tenderer of this Clause);
  - 4.2 is required to be disclosed by law;
  - 4.3 was already in the Tenderer's possession without any restriction as to its use;
  - 4.4 subsequently lawfully comes into the Tenderer's possession from a third party; or
  - 4.5 is required to be disclosed by any governmental body.





.....

**By:** .....

**Date:**.....

SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX I

**REDACTED**

**SCHEDULE 12  
NSL LIMITED'S TENDER RESPONSE**

**REDACTED**

**SCHEDULE 13  
FORM OF TENDER SUBMITTED ON 20 AUGUST 2009 AND THE DECLARATIONS  
SIGNED BY THE SERVICE PROVIDER**

**AUTHORISED OFFICER**



SECTION 1: INSTRUCTIONS TO TENDERERS  
APPENDIX C

**LONDON BOROUGH OF CAMDEN**

**TENDER FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES**

**FORM OF TENDER**

To: The Mayor and Burgesses of the London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP

I/We NSL LIMITED  
(insert registered company name)

Trading as NSL LIMITED

Whose registered office is situated at FOURTH FLOOR

WESTGATE HOUSE, WESTGATE, LONDON W5 1TY

Having examined the Instructions to Tenderers, the Articles of Agreement, the Conditions of Contract, the Specification and Appendices, Tendering Schedules and all other Tender documentation issued by the Council for the provision of the above named Services, I/We hereby Tender and undertake to execute and complete all the Services required in conformity with the Specification, the Conditions of Contract and all associated appendices and schedules for the prices inserted in the Schedule of Rates, and in accordance with the following conditions:

I/We are submitting this Tender in compliance with the instructions and conditions of Tendering as specified in the Instructions to Tenderers.

I/We understand that the Council is under no obligation to accept my/our Tender.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn until the expiry of 6 months from the Tender return date.

I/We understand you are not bound to accept the lowest or any Tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

I/We further undertake to execute the Articles of Agreement, to be prepared by the Council with each party bearing its own expenses in relation to the execution thereof, for the proper and complete fulfilment of the Service(s).

If my/our tender(s) is/are accepted I/we will, if and when required by the Council, procure that our ultimate holding company will execute and deliver to the Council a Deed of Guarantee in the form annexed to the Guarantee Undertaking herewith.

Our tender has been prepared on the basis of TUPE applying and I/we accept all liabilities in relation to the transferring employees.

Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof shall constitute a binding contract between us upon the terms set out in the contractual documents.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person, firm or Company.

I/We also certify that I/we am/are not a party to a scheme or arrangement under which any other Tenderer was reimbursed for any part of his/her Tender costs.

I/We certify that this is a bona fide Tender and that I/we are authorised to submit the same by the Company/Firm.

Tenderer's  
Signature(s)



Print name(s)  
in full

MARK UNDERWOOD      GRAHAM WILLIAMS

Position in  
Organisation

CHIEF EXECUTIVE      COMMERCIAL DIRECTOR

Correspondence address:

FIFTH FLOOR, WESTGATE HOUSE, WESTHATS,  
LONDON W5 1LJ

Email address: justin.garrett@nslservices.co.uk

Direct phone number: 020 8991 7702

Date 20 AUGUST 2008

Company registration number (if incorporated)

Registered office (if incorporated otherwise main business address)

\* Where the Service Provider is an incorporated association, the Company Secretary and a duly authorised Director/or two Directors should sign.

In the case of a partnership at least two duly authorised partners should sign. In the case of an individual, the individual should sign.

- Where the Service Provider is an incorporated association, the Company Secretary and a duly authorised Director/or two Directors should sign.

Parent Company name and address (where applicable)

NSC SERVICES GROUP LIMITED

FOURTH FLOOR, WESTGATE HOUSE, WESTGATE, LONDON W5 1TY



Lloyds TSB

**Lloyds TSB Bank plc**

Trade Operations London	Telephone	: 0830 90 20 300
4 <sup>th</sup> Floor	fax/Dial	: 241
18 Crosswell Street	Direct line	: (020) 7775 2943
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NSL LIMITED  
CAMDEN PARKING SHOP  
13-15 GUILDFORD STREET  
CAMDEN  
LONDON, WC1N 1DW

20 August 2009

Your Ref:  
Our Ref: GTYA30352

**Sent by courier**

For the attention of:  
Graham Smith

Dear Sirs,

**OUR BOND UNDERTAKING REF: GTYA090030352**  
**AMOUNT: GBP750,000.00**  
**BENEFICIARY: THE MAYOR AND THE BURGESSES OF THE LONDON BOROUGH**  
**OF CAMDEN**

At the specific request of Damian Byrnes of your Westgate office, we enclose the original of our above mentioned Guarantee.

Yours faithfully,

Authorised Signatory,  
**GUARANTEES SECTION**

Enc.



FOR PEOPLE BY PEOPLE



**SCHEDULE 14  
SCHEDULE OF RATES**

**REDACTED**

**SCHEDULE 15  
LETTER OF ACCEPTANCE FROM THE COUNCIL TO THE SERVICE PROVIDER DATED  
11 DECEMBER 2009**



Nicolina Cooper

Head of Parking Services  
Public Realm & Sustainability  
Culture & Environment  
100 St Pancras Way  
London NW1 9NF

Tel: 020 7974 4678

Email: nicolina.cooper@camden.gov.uk

11<sup>th</sup> December 2009

Mr J Garnett  
NSL Limited  
4<sup>th</sup> Floor  
Westgate House  
Ealing  
W5 1YY

Dear Mr Garnett

**Re: Civil Parking and Traffic Enforcement and Associated Services Contract (09/S 69-100385/EN)**

Further to submission of your tender for the Civil Parking and Traffic Enforcement and Associated Services Contract ("the Contract") and my previous letter of 27 November 2009, I am pleased to confirm award of the Contract to NSL Limited.

The London Borough of Camden ("the Council") will conclude a formal Contract with you comprising the documents shown below, but in the meantime this letter accepting your tender brings a binding Contract into effect. The Contract documents will consist of the following:

- Articles of Agreement
- Conditions of Contract
- Schedule 1 Schedule of Variables
- Schedule 2 Specification and Appendices to the Specification
- Schedule 3 Payment Mechanism
- Schedule 4 Key Performance Indicators
- Schedule 5 Schedule of Defaults
- Schedule 6 Change Control Procedures
- Schedule 7 Transferring Employees
- Schedule 8 Adjudicator and Expert
- Schedule 9 Race Relations
- Schedule 10 Target Cost
- Schedule 11 Instructions to Tenderers
- Schedule 12 NSL Limited's tender response
- Schedule 13 Signed Form of Tender
- Schedule 14 Schedule of Rates
- Schedule 15 Contract award letter
- Schedule 16 Any other relevant correspondence relating to the Contract

You will be required to provide a Guarantee Deed and Form of Bond (if requested by the Council). You will also be required to enter into legal documentation in relation to your organisation's use of any premises provided by the Council in relation to the Contract.

The Contract period will be for an initial term of six years commencing on 1 April 2010, as may be extended on a two yearly basis for a maximum of a further four years at the sole discretion of the Council.

You will be sent the Contract for sealing by the Council's legal department in due course.

Please acknowledge receipt of this award letter.

I look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read "Nicolina Cooper". The signature is written in a cursive, flowing style.

**Nicolina Cooper**  
**Head of Parking Services**

C.c. Bob Mann

**SCHEDULE 16**  
**ANY OTHER RELEVANT CORRESPONDENCE**

## Civil Parking and Traffic Enforcement and Associated Services Contract

### Clarification Questions

#### Date log

#	Date questions were answered	Question numbers
1	10 July 2009	1 - 18
2	21 July 2009	19 - 53
3	27 July 2009	54 – 72
4	31 July 2009	73 – 78
5	7 August 2009	79 – 93
6	18 August 2009	94

#	Reference Cited	Tenderer's Question
<b>Bulletin 1</b>		
1	ITT 5.17 / Appendix E	<p>We note that the surety is to indicate the premium to be paid for the bond however, the wording of the Undertaking does not appear to include a field for this. Please issue an amended Undertaking or advise in what format this should be provided</p> <p><b>Answer:</b> The Bond Undertaking (Appendix F) must be completed by Tenderers, however, contrary to Point 5.17 of the Instructions to Tenderers, the amount of the premium payable does <i>not</i> need to be stated on this form. Post contract award, the amount will need to be stated on the Form of Bond (Appendix G), representing 10% of the aggregated contract sum (as opposed to an annual contract sum).</p> <p>Please note that for the purposes of tender evaluation, Point 8 of the Schedule of Rates requires an amount that represents 10% of the <i>annual</i> contract value for both a six year contract term and an eight year contract term.</p>
2	ITT 5.17	<p>Please can the council confirm that the bond to be provided is for 10% of the annual value of the Contract</p> <p><b>Answer:</b> The value of the bond will be 10% of the aggregate contract sum.</p>
3	Spec 2.1.2	<p>Please can the Council provide updated volumes for the financial year 08-09</p> <p><b>Answer:</b> The column farthest on the right in the table within Point 2.1.2 of the Specification provides volumes for the financial year of 08-09. For some items we do not have volumes, e.g., specifically in relation to the line relating to clamping and removals off-street on Council Housing Estates (Decants/Recants), current practice is that all vehicles removed from housing estates are taken directly to a decant pound where there is a customer interface, hence there is no decanting and recanting to a main pound. However, as the Council wishes to better align the operations of on-street clamp and removals and on-street clamp and removals, in the first</p>

#	Reference Cited	Tenderer's Question
		instance all removed vehicles shall be taken to the main pound at Regis Rd, NW5.
4	Spec 2.2.4.7	Please can the Council clarify the CRB check requirement. Does performed mean the application must have been made or that the result needs to be know prior to the member of staff being deployed?
		<b>Answer:</b> As a minimum, the application must be made prior to deployment.
5	Spec 2.2.5	We note the training requirements and that the Council will provide training in C&G and BTEC Level 2 for CCTV. In order that we can evaluate the costs of training the transferring staff please provide details of existing qualifications
		<b>Answer:</b> All staff deployed in relation to the CCTV enforcement operation presently hold the BTEC Level 2 Award in CCTV Enforcement Operations ('BTEC Level 2').
6	Spec 2.2.5	Would it be acceptable to the Council for the Service Provider to deliver the training the specification states will be provided by the Council if this would deliver substantial cost savings?
		<b>Answer:</b> No. The Council shall provide the initial training, as specified in point 2.2.5 of the Specification, though the Service Provider also has training responsibilities as outlined in 2.2.5.2.
7	Spec 2.2.8.4	This refers to indicative deployment numbers for pricing and evaluation purposes being in Schedule 11. Should this refer to Schedule 10?
		<b>Answer:</b> The first sentence in Point 2.2.8.4 of the Specification – "Schedule 11 of the Conditions of Contract gives indicative deployment numbers for pricing and tender evaluation purposes" - is incorrect. Indicative deployment numbers for pricing and evaluation purposes are in Appendix I to the Instructions to Tenderers. The Tender response from the tender appointed by the Council to be the Service Provider will be placed in Schedule 11 (Service Provider's Tender Response). From this response, a copy of the Schedule of Rates will also be placed in Schedule 10 (Target Cost).
8	Spec 2.2.15	We note the Council will provide premises. Would it be possible to arrange a viewing of the premises to review the location and facilities available to aid our understanding of any issues which may need to be considered
		<b>Answer:</b> Whilst we don't object in principle to this request, it does present some logistical challenges for us. We would prefer to try to assist you with any specific questions you may have in relation to general accommodation matters or any specific premises.
9	Spec 2.2.15.3	It is requested that the cost of premises in the South of the borough be included in SOR Premises, however, the SOR does not include an item for premises. Please advise where this cost should be included.
		<b>Answer:</b> Please refer to 1.10 of the Schedule of Rates.

#	Reference Cited	Tenderer's Question
10	Spec 3.2.26.1	The specification states the minimum information to be recorded in the CEO pocketbook can be found at Appendix 10, should this read Appendix 4
		<b>Answer:</b> Point 3.2.26.1 of the Specification should refer to Appendix 4, not Appendix 10.
11	Spec 3.2.28.13	We note the requirement to provide two dedicated Fraud CEOs. Which item should the cost of these CEOs be included in within the SOR
		<b>Answer:</b> For pricing purposes, a Fraud CEO is a deployed CEO (see 1.2 – 1.4 of the Schedule of Rates).
12	Spec 4.4.25	Please can the Council clarify the location requirements for the decant pound as the specification states it must be within 10 miles of LBC and no further than 20 miles from Regis Road. For clarity please can the Council confirm one radius within which the decant pound should be located
		<b>Answer:</b> The first sentence of Specification Point 4.4.25.1.4 ("The decant pound will be provided by the Service Provider; it must be within 10 miles of LBC") should be disregarded by Tenderers.  Instead, Tenderers should refer to the location requirement specified in Point 4.4.25.1.5 which reads "In the interests of operational efficiency, the decant pound shall be no further than 20 miles from Regis Road, NW5, unless it has been demonstrated to the Council that there is an economic benefit to the Council over the duration of this Contract from the Service Provider providing a site outside of such a geographical location".
13	Spec 5	We note that the Service Provider is to ensure there is no duplication of PCN issue by on foot CEOs and CCTV. Can the Council provide a list of camera locations / locations monitored by CCTV enforcement
		<b>Answer:</b> A spreadsheet has been attached to the notification email giving details of camera locations.
14	Spec 6.2	This section appears to require the purchase of cameras from the Council's IT supplier. We have a number of suppliers we use and procuring the cameras through these suppliers may offer a cost saving over the purchase from the Council's supplier. Please can the Council advise whether it is a requirement to purchase all the equipment mentioned in this section from the Council's supplier or whether, if a cost saving can be made, we can use an alternative supplier
		<b>Answer:</b> Tenderers are not restricted to purchasing IT hardware such as HHCTs, cradles, printers, and cameras directly from the Council's parking enforcement software supplier. An alternative supplier may be sourced for the hardware purchase(s).
15	Spec 6.6	Please can the Council advise what functionality is required via GPS and GPRS. Would the Council consider the provision of this functionality via another method if the functionality can be



#	Reference Cited	Tenderer's Question
		delivered more cost effectively?
		<p><b>Answer:</b> GPS has been specified for the purposes of providing objective and reliable electronic CEO and vehicle location tracking. Alternatives that would be considered are:</p> <p>i) <b>'real time'</b> tracking, available to the Council at any point in time (see Point 2.4.1.6 of the Specification), and</p> <p>ii) tracking information that is downloaded at the end of shift and made available to the Council thereafter.</p> <p>With regards to CEO tracking in particular, the Council will consider suitable alternatives such as whether the tracking device is embedded in the HHCT, retro-fitted to a HHCT, or wholly separate from the HHCT, e.g., on the person of the deployed CEO.</p> <p>Please that note that as per 2.4.1.6, <b>'real time'</b> tracking is required for all vehicles supplied by the Service Provider that are deployed on this contract:</p> <p>GPRS has been specified for the purpose of transmitting PCN data from HHCTs to a server in real time. This is a level of service the Council wishes to continue to deliver. GPRS is also required for the transmission of clamping and removal data via "message buddy" as well as PCN data</p>
16	SOR / Appendix 5	The SOR states the Core Hours are 0700 – 2000 and there are a variety of Operational Hours given within Appendix 5. Please can the Council confirm the Core Hours stated in the SOR are for pricing purposes only
		<b>Answer:</b> The core hours referenced in the Schedule of Rates are defined for pricing purposes only and are not directly related to Operational Hours.
17	N/A	Is it possible to get the ITT documents in Word format?
		<b>Answer:</b> Relevant Word documents will be attached to an email to be sent in the week commencing 13/07/09. Please note that in the event of any discrepancy between the content of the Word documents and the content of the Invitation to Tender documentation despatched 29/06/09, the content of the Invitation to Tender documentation despatched 29/06/09 will prevail.
18	N/A	Would it be possible for you to send us a soft copy of the T & C's of Employment?
	N/A	<b>Answer:</b> it is feasible for us to send a soft copy of the Terms and Conditions of personnel employed by the Council. This has been attached to the email and is in Word format.
<b>BULLETIN 2</b>		
19	Specification 5.17	If an ultimate holding company guarantee can be provided will the Council still require a performance bond?
		<b>Answer:</b> The Council reserves the right to make that decision

#	Reference Cited	Tenderer's Question
		after tenders have been received.
20	Instructions 10	HHCT software – please confirm that the Council will arrange via MTS for HHC software to be installed onto the Service Provider's HHCTs at no charge to the Service Provider?
		<b>Answer:</b> The Service provider will not be responsible for costs associated with the initial installation of parking enforcement software onto the HHCTs that they supply in relation to this contract.
21	Instructions 10	We note that the Service Provider is required to enter into an agreement with MTS for the support and maintenance of the HHCT software and that this cost would have represented £29,651 to Council for the period of 01/04/10 – 31/12/11.  Can the Council please confirm what they are currently playing for HHCT software support and maintenance per HHCT per annum?
		<b>Answer:</b> The Council does not currently pay for the HHCT software support as a standalone item. It is presently bundled together with the Licence fee. The council has negotiated the cost supplied with MTS from April next year.
22	Instructions 10	Please confirm that it's the Council's intention to continue utilising bar code permits, i.e. the HHCTs we provide will need to incorporate a bar code reader?
		<b>Answer:</b> The Council is reviewing the present use of electronic permits for which RFID readers may be used, though as RFID readers are not the sole means for accessing permit details, RFID readers have not been specified within the technical specification for HHCTs as a requirement. The barcode reader has been specified in Specification item 6.10.1 in relation to reading barcoded tax disc data.
23	Quality evaluation/method statements Item reference 12	Please clarify what information the Council is expecting under this method statement?
		<b>Answer:</b> Item 12 reads: <i>“Relevant experience for managing the operations to meet and maintain service levels in this Contract to ensure service outcomes are met”</i> . The Council is expecting Tenderers to provide a response that could cover the following: <ul style="list-style-type: none"> <li>▪ Details of organisational/managerial core competencies that are relevant to the delivery of this contract</li> <li>▪ Details of organisational/managerial experience of contracts of a similar nature (e.g., experience of BPA model contract, Schedule of Rates, 'combined'/high value contracts, performing against KPIs)</li> <li>▪ Details of relevant 'lessons learned' from contracts of a similar nature, and how the benefit of those learning those lessons will be demonstrated in being our Service Provider</li> </ul>

#	Reference Cited	Tenderer's Question
24	Quality evaluation/method statements Item reference 14	Please confirm that the Council only requires two CVs to be included and do both managers have to be 100% allocated on the contract or can one of the CVs be of a regional / general manager resource?
		<b>Answer:</b> The CVs should be for Managers to be directly involved in providing Services. A CV for a Manager at a regional level is acceptable. A CV generalist Manager who has no direct responsibility for the delivery of this contract is not acceptable.
25	Quality evaluation/method statements Item reference 20	Please confirm that the reference to clause 4.4.1.6 should be 4.4.16.
		<b>Answer:</b> Item 20 should refer to 4.4.16, not 4.4.1.6.
26	Specification 2.2.8	We note the definition of a deployed hour in relation to CEOs, however, can the Council please confirm what is considered deployed for: <ul style="list-style-type: none"> <li>• CEO CCTV operators?</li> <li>• Clamp van units / operatives?</li> <li>• Removal vehicle units / operatives?</li> <li>• Deployed unit rates for the management team?</li> </ul>
		<p>Answer: Item 2.2.8 of the Specification (Section – General Requirements) specifies what is, and what is not, included for the purposes of interpreting what constitutes deployed hours in relation to all core service areas. In addition, Tenderers should take particular note of other clauses specifically in relation to deployment:</p> <p>On-street CEOs – 3.2.3 of the Specification Clamping and removals – 4.5 of the Specification</p> <p>In relation to the management team, deployed hours are to be those hours that the Managers are actively engaged in providing designated parking and/or traffic enforcement duties in relation to this contract. Hence deployed time would not include, for example, any days that managers were exclusively performing duties on other contracts, or tea/lunch breaks. Using the example of breaks: if the successful Tenderer proposed that each manager would be working a 9 hour day, the daily rate that the Tenderer has proposed will be based on that manager working 9 hours a day, not, for example, 8 hours a day with a one hour break.</p>
27	Specification 2.2.15	Our understanding is that the Council will provide and maintain a download PC at each of the premises and also provide and maintain communications links between each of the premises. Is our understanding correct?
		<b>Answer:</b> Yes.
28	Specification	LBC states that CEOs cannot be deployed until they have passed

#	Reference Cited	Tenderer's Question
	2.2.5.1	an assessment, please confirm the timescales In which LBC will confirm the results of an assessment.
		<b>Answer:</b> 2-5 days.
29	Specification 2.2.5.1.5	Can the service provider charge for TUPE CEOs whilst they are attending LBC's specified City and Guilds training?
		<b>Answer:</b> The time spent by transferred Staff in the classroom and sitting the examination for the C&G Vocationally Recognised Qualification (VRQ) Level 2 Award for Civil Enforcement Officers (Parking) (1889-01) ('C&G VRQ') or equivalent will be included in deployed time in relation to the Actual Deployed Hours KPI. This will also be 'payable' time as if the Staff were deployed on-street. NB: this arrangement will not apply to Staff undertaking the BTEC Level 2 Award in CCTV Enforcement Operations ('BTEC Level 2').
30	Specification 2.2.5.1.7	LBC states generally no more that seven candidates to a course. Please confirm how many courses the Council can run simultaneously?
		<b>Answer:</b> The Council will have, as a minimum, two classes (C&G VRQ OR BTEC Level 2) per week from the Commencement Date through to 31/07/10, enabling the attendance of 6-7 delegates for each class (maximum of 6 for the BTEC Level 2). In this period the Council will assess the demand for future programmes to determine their frequency. However, it is unlikely that the Council will (at least in the foreseeable future), run more than two programmes simultaneously in one week.
31	Specification 2.2.8.4	This clause refers to schedule 11 giving indicative deployment numbers, the schedule 11 we have received is blank?
		<b>Answer:</b> This clause should refer to "Appendix I of the Instructions to Tenderers, not Schedule 11.
32	Specification 2.2.15.13	Please confirm what utility bills the service provider will be responsible for at the Council provided premises.  Please provide the actual costs of each bill for the most recent year.
		<b>Answer:</b> The Council has reviewed the inclusion of Specification item 2.2.15.13 which reads "The Service Provider shall be responsible for the administration and payment of utilities in connection with the CEO bases the Council supplies." Instead, <b>the Council</b> shall be responsible for the administration and payment of utilities in connection with the CEO bases the Council supplies. Therefore, Tenderers shall exclude these particular overheads from their rates.
33	Specification 3.2.17.3	Please confirm where the radio operators should be priced within the schedule of rates.

#	Reference Cited	Tenderer's Question
		<b>Answer:</b> Radio Operators for on-street enforcement shall be priced as an overhead within the unit cost of on-street deployed CEOs.
34	Conditions 8.4	<p>We note that cost savings will be split 50:50. How will overspends be treated?</p> <p>For example, the KPI relating to CEO deployed hours is set at 100% but if the service provider slightly over deploys on the agreed level of hours will the Council pay for this? If yes, is there a maximum ceiling on this?</p>
		<b>Answer:</b> With reference to the example you've provided, the Council will not pay for any deployed hours above that which has been required as per the deployment plan, so any "overspend" in this sense would be a cost for which the Service Provider is responsible.
35	Schedule of Rates Items 6.1 to 6.4	These SOR items currently have no quantities against them. Please clarify this.
		<b>Answer:</b> Please see note 14 in Schedule I/pricing workbooks: "Item 6 - Management staffing levels - tenderers are required to submit their management staff numbers tendered, as described in their method statement(s), in sheet QUANTITIES"
36	Schedule of Rates Item 3.13	Please confirm that the Council will pay for a set up number of decant spaces and will pay for these regardless of if they are filled or vacant?
		<b>Answer:</b> Tenderers shall make their own estimates of the total space required (see Method Statement 23). Lack of car pound space must never be a reason for the cessation of removal operations. The item in the Schedule of Rates is a unit price per space per day, regardless of occupancy, based on the Tenderer's recommendation of the number of spaces. The amount of spaces initially agreed may change during the contract; e.g., if the Council had a change of policy where only persistent evaders' vehicles may be removed, then this would affect the demand for decant pound spaces and therefore the Council may advise the Service Provider that the quantities initially agreed for decant spaces should be reduced. In these circumstances, the Council will consult the Service Provider and a minimum of three month's notice will be provided by the Council where the quantities of decant spaces shall be reduced. ,
37	Schedule of Rates Overheads and profit	<p>Please confirm that we are required to include our overhead and profit (i.e. margin) in our schedule of rate items and therefore 10% of the total cost (which includes our margin) for delivering the service will be at risk against the specified KPIs?</p> <p><b>Answer:</b> Yes.</p>
38	Schedule of Rates	Schedule 3 refers to a Maximum Performance Payment (MPP)

#	Reference Cited	Tenderer's Question
		and the Example Payment Mechanism Application includes reference to the MPP, however, unlike previous SORs for the BPA contract the MPP is not included on the SOR. Please advise where the MPP should be included.
		<b>Answer:</b> The MPP is not a SOR item and does not need to be explicitly calculated for tender evaluation purposes. Rather, following confirmation from the Council of initial deployment hours to the Service Provider, the MPP will be calculated to represent 10% of each core service area.
39	Schedule of Rates	Please could the Council confirm what Tender prices are required as we are unclear about how the Council would like the application of the costs of the Workforce Code to be included. Our policy is to bid including all TUPE costs, including those resulting from the Workforce Code. Our query relates to points 7.14 and 9.2 of the ITT which do not appear to ask for the same items to be included in Tender prices 1 & 2
		<b>Answer:</b> Instruction to Tenderers Point 9.2 is correct and this is the methodology tenders should follow with regards to their pricing. 7.14, however, is inconsistent with 9.2, and 7.14 therefore, it should read:  7.14. If Tenderers are of the view that TUPE applies:  i. Tender Prices 2a and Tender Price 2b must include the cost of complying with all the successful Service Provider's obligations under TUPE and providing equivalent pensions for TUPE transferred Staff; and  ii. Tender Price 1a and 1b includes all the costs of Tender Price 2a and Tender Price 2b respectively, <i>plus</i> the additional costs of complying with the Code in respect of new joiners.
40	Specification 2.4.1	In order to evaluate the number of vehicles we need for deployment please can you provide a sample deployment plan for all areas including a breakdown of on foot and mobile CEOs.
		<b>Answer:</b> At this stage, it is not a requirement, for the purposes of tender evaluation, that Tenderers propose the number of vehicles required for the on-street enforcement operation. Rather, the Council is seeking a unit price per day for cars and powered two wheelers (items 1.8 and 1.9 of the Schedule of Rates respectively).
41	Specification 2.2.5.1	Can the Council advise what action should be taken if the transferees fail to achieve the City and Guilds qualification
		<b>Answer:</b> If an individual (transferee or new recruit) fails the first sit of the test in relation to either the BTEC Level 2 (or equivalent), or the C&G VRQ (or equivalent), one re-sit is permitted. If the re-sit is also failed, the Council considers that the individual has not demonstrated sufficient competency to perform the requisite service(s) and therefore that individual is not suitable for

#	Reference Cited	Tenderer's Question
		deployment in relation to this contract. The Service Provider will be notified of this accordingly. Once that notification has been served, the Council will not make take into account any deployed hours performed by that individual, and no financial contribution will be made by the Council to the Service Provider in relation to the deployment of that individual.
42	Specification 2.2.5.1	Can the Council provide details on the success rate of candidates in achieving the City and Guilds and BTEC qualifications following completion of the training courses provided by LBC.
		<b>Answer:</b> The success rate (with one test re-sit included) has historically been at about 90% for the BTEC Level 2 programme. The Council has not run the C&G VRQ (or equivalent) courses for on-street enforcement so no historical data is available in relation to that programme.
43	Specification 2.2.5.1	The Council will be aware that knowledge of the legislation is a significant part of the role of a CEO and training is critical to the quality of the enforcement operation. Can the Council advise what quality and performance criteria are applied to the training which will be provided and will the Service Provider be invited to participate in any quality monitoring?
		<b>Answer:</b> Both the C&G VRQ and the BTEC Level 2 have a legislative component which is assessable. Our trainers are externally verified by the awarding body (Edexcel) annually. The trainers delivery methods are internally verified every six months. A sample of delegates' tests are verified each month. The Council would welcome quality monitoring from a member of the Service Provider's Staff, who is employed by the Service Provider directly in relation to this contract with respect to contract management, i.e., the Contracts Manager, an On-street Manager or the CCTV Manager.
44	Clarification Response Q5, Specification 2.2.8.1	We note from the Council's response that all transferring CEO staff (except CCTV Staff) will require the City and Guilds 1889 training. As the Council is aware this is a five day course and the removal of the staff from enforcement duties for training will affect the number of staff available for deployment. Can the Council advise in what size groups and frequency staff could be trained and the impact on deployment requirement during the time the transferring staff are receiving training, and the measurement of any related KPIs. We would also ask the Council would this training be defined as ongoing training in the case of the transferring staff for the purposes of deployed time defined in 2.2.8.1 as this training will not be able to be provided by a new Service Provider in advance of the Contract start date.
		<b>Answer:</b> The time by transferred Staff in the classroom and sitting the examination will be included in deployed time in relation to the Actual Deployed Hours KPI. This will also be 'payable' time as if the Staff were deployed on-street.  New recruits, i.e., non-transferred personnel, will secure priority

#	Reference Cited	Tenderer's Question
		<p>places ahead of transferred personnel as new recruits must not be deployed until they have successfully been accredited as competent.</p> <p>In the first four months from the Commencement Date where no charge applies for the provision of the BTEC Level 2 or the C&amp;G VRQ training or equivalent training programmes, the Council will have, as a minimum, two classes per week, enabling the attendance of 6-7 delegates for each class (maximum of 6 for the BTEC Level 2). The type of programme i.e., C&amp;G VRQ, BTEC Level 2, or their equivalents, to be scheduled for any given week will be determined by demand. In the event that a scheduled training programme cannot go ahead as planned due to unforeseen circumstances, e.g., a trainer is unwell, the Council will liaise with the Service Provider to arrive at alternative programme dates. The Council will reasonably evaluate the potential impact of the Council's failure to deliver a scheduled training programme in terms of the Actual Daily Deployment KPI.</p>
45	Specification 2.2.15	<p>We note the Council will provide the accommodation fitted and furnished and we will be responsible for maintenance / replacement of furniture and fittings should it be necessary. Please can the Council confirm they will be responsible for the redecoration of the premises.</p>
		<p><b>Answer:</b> Typically, the Council will redecorate Premises supplied by the Council if there is a corporate or health and safety requirement to do so. If redecoration is required because of the actions of the Service Provider, e.g., in the event that the Service Provider's Staff vandalise or damage any aspect of the property, the Service Provider will be responsible the costs to promptly remedy the situation. The lease, licence or other similar legal agreement as determined by the Council will contain specific clauses on this type of matter.</p>
46	Specification 2.2.15	<p>Please confirm there is structured cabling and walled network points within the premises.</p>
		<p><b>Answer:</b> Yes, where there been a need, structured cabling and network points are within the premises supplied by the Council.</p>
47	Specification 2.2.15	<p>Is there a comms room or rack in the premises?</p>
		<p><b>Answer:</b> Yes, there is a "comms rooms" or "racks" within each of the Premises supplied by the Council for networking purposes.</p>
48	Specification 2.2.15	<p>We note we are responsible for the utility charges on the premises. Can you please provide the amount paid in the last year</p>
		<p><b>Answer:</b> The Council has reviewed the inclusion of Specification item 2.2.15.13 which reads "The Service Provider shall be responsible for the administration and payment of utilities in connection with the CEO bases the Council supplies." Instead, <b>the Council</b> shall be responsible for the administration and payment of utilities in connection with the CEO bases the Council supplies. Therefore, Tenderers shall exclude these particular overheads</p>



#	Reference Cited	Tenderer's Question
		from their rates.
49	TUPE	Please can you provide job descriptions for each of the roles. We are particularly interested in understanding the role of the Night Parking Attendant, Camden North
		<b>Answer:</b> The Council has provided personnel information that should sufficiently assist Tenderers for the purposes of applying "TUPE". If there are specific questions Tenderers have about Staff responsibilities, the Council will consider these on a question-by-question basis.
50	TUPE	Please advise if there are any enhancements for Sunday working and the number of hours deployed on Sunday enforcement
		<b>Answer:</b> <b>In relation to former Council personnel presently employed by the incumbent:</b> There is enhancement for Sunday but they also work on a Saturday with enhancement. The total hours excluding lunch is 14 for both days and Sunday = 7 hours. Total amount for each is £413 per month extra. [NB: Other members of Staff get £15 per shift if they work over 5 day in the same week.]
51	TUPE - NSL	We note that the pension contributions appear as a monetary value. Those for Camden Council staff are calculated on a formula which indicates the employer contribution is 18% however, the remainder are input as an amount. Please advise whether the employer contribution is a fixed amount or provide the % contribution for each pension scheme
		<b>Answer:</b> <b>In relation to former Council personnel presently employed by the incumbent:</b> Each TUPE staff contributes 6.5% but not everyone is in the scheme. The employer contribution is 18%.
52	TUPE	Please advise what pay is pensionable for each member of staff. Is it simply basic pay or are any additional payments pensionable.
		<b>Answer:</b> <b>In relation to former Council personnel presently employed by the incumbent:</b> All the regular payments are pensionable such as: basic salary, shift allowance, London waiting, w/e enhancement.
53	Performance Bond / Clarification Response Q1	In order for us to accurately determine the annual cost for the provision of the Bond will you please provide a worked example using the contract values ascribed in the OJEU notice for reference. Our reading of your response to Q1, ITT 5.17/Appendix E of 10th July is that the Bond will have to be in the order of £10.0m, which at a cost of 1.5% pa will be an annual cost of £150,000, is this correct?

#	Reference Cited	Tenderer's Question
		<p><b>Answer:</b> The 10% bond value is determined by the total contract value and one factor in this case which will determine the total contract value is the term of the contract (i.e., 6 or 8 years).</p> <p>For example, if using the figure of £9m which was a factor into the calculation in II.2.1) of the OJEU notice, and the initial contract term is 6 years, the bond value would equate to £5.4m ((£9m x 6) x 10%).</p> <p>The line entry in the SOR is there for Tenderers to state their costs in providing that bond should the Council require one. There is not a particular formula we can use to illustrate this as the costs in providing the bond will depend on the arrangements between Tenderers and their commercial partners.</p>
<p>*****<b>UPDATE ON PREVIOUS CLARIFICATION QUESTION</b>*****</p>		
(15)	Spec 6.6	<p>The below question (Q15) was asked and responded to in Bulletin 1, however, further clarification is provided below.</p> <p>Please can the Council advise what functionality is required via GPS and GPRS. Would the Council consider the provision of this functionality via another method if the functionality can be delivered more cost effectively?</p>
		<p><b>Answer:</b> GPS has been specified for the purposes of providing objective and reliable electronic CEO and vehicle location tracking. Alternatives that would be considered are:</p> <ul style="list-style-type: none"> <li>i) 'real time' tracking, available to the Council at any point in time (see Point 2.4.1.6 of the Specification), and</li> <li>ii) tracking information that is downloaded at the end of shift and made available to the Council thereafter.</li> </ul> <p>With regards to CEO tracking in particular, the Council will consider suitable alternatives such as whether the tracking device is embedded in the HHCT, retro-fitted to a HHCT, or wholly separate from the HHCT, e.g., on the person of the deployed CEO.</p> <p><b>Please note that as per Point 2.4.1.6 of the Specification, 'real time' tracking is required for all vehicles supplied by the Service Provider that are deployed on this contract.</b></p> <p>GPRS has been specified for the purpose of transmitting PCN data from HHCTs to a server in real time. This is a level of service the Council wishes to continue to deliver. <b>GPRS is also required for the transmission of clamping and removal data via "message buddy" as well as PCN data.</b></p>
<p><b>Bulletin 3</b></p>		
54	Specification 2.2.8	This clause states that lunch, rest breaks, travel and start and end of shift briefings and administration cannot be included and

#	Reference Cited	Tenderer's Question
		charged for as deployed time. However, can the Council please confirm what is included as deployed time for Supervisors as a supervisor role includes carrying out briefings and involves travel to monitor CEOs etc.
		<b>Answer:</b> 2.2.8.2 states: "For every 8 deployed operatives (i.e., CEOs and Staff designated with driving duties) on-street per day, there shall be a deployed Supervisor". Therefore, the deployed time for Supervisors shall be consistent with those of CEOs and this shall mean that briefing times is excluded from deployed time. However, time spent by supervisors patrolling beats to locate CEOs or, for example, to visit special enforcement, will be included in deployed time.
55	Specification 3.2.21	Please confirm if the Council require CEO tracking information to be provided by the use of GPS trackers or will street visit exception reports form the councils IT system be sufficient.
		<b>Answer:</b> Street visit information manually inputted by on-street CEOs is not sufficient. GPS location tracking has been specified for vehicles and CEOs. Please also see the clarification update on question 15 above.
56	Specification 3.2.33	Please confirm how many of the service providers staff are currently dedicated to carrying out suspensions
		<b>Answer:</b> On average, we believe that three members of staff per night are responsible for performing on-street suspensions operations.
57	Specification 4.4.11	Where should the pound dispatch controllers be priced on the SoR?
		<b>Answer:</b> Pound despatch controllers form part of the function of Pound Operations (see Point 4.1.1.2 of the Specification) and therefore shall be priced in relation to 4.2 and 4.4 of the Schedule of Rates.
58	Specification 4.4.11.1	Please confirm the council will meet all costs associated with TRACE.
		<b>Answer:</b> The Council will be responsible for the amounts payable to TRACE (i.e., fax services, electronic linkage)
59	Quality Evaluation	Please confirm whether or not LBC is looking for evidence from other similar parking enforcement contracts to support Tenderers proposals under each of the item references i.e. case studies, written statements. For example, if we put forward a proposal for using yellow uniforms should we explain where else we have used yellow uniforms and the benefits to that service of doing so? How many case studies will be required to demonstrate this evidence?
		<b>Answer:</b> The Council sees additional information such as case studies and written statements to illustrate the rationale behind the Service Provider's decision to provide the Services in a particular way as applicable where that additional information is clearly relevant. Such information may deepen the evaluation panel's understanding of why certain proposals being made, potentially adding "strength" to the statements being made particularly where

#	Reference Cited	Tenderer's Question
		benefits and relevance of a certain approach have been presented. However, it is not a requirement that a certain number of these types of additional information are supplied in order to obtain a score against a particular method statement.
60	Quality Evaluation	Please confirm who will be the members of the Council's evaluation panel.
		<b>Answer:</b> Those planned to be involved in the evaluation of tenders include individuals representing the parking section, directorate/corporate finance sections, the Housing and Adult Social Care Directorate, and the Improvement & Information, Communications and Technology section.
61	Quality Evaluation	Please explain the mechanism for scoring. For example, will each panel member give a mark and the average of all panel members constitute the mark or will a consensus agree a single mark?
		<b>Answer:</b> At this stage it is planned that members of the evaluation panel will individually evaluate quality aspects of the tender submission, with the average mark of all panel members determining the final scoring in that regard.
62	Quality Evaluation	If there is a post tender interview/presentation, how will this be assessed and affect the quality scoring?
		<b>Answer:</b> As stated in the Instructions to Tenderers, meetings, including presentations from each Tenderer, will be taking place on 01/09/09 – 02/09/09. Each Tenderer will be required to attend a meeting with authorised representatives of the Council to present, explain or amplify details of the tender. This is to help ensure that the Council correctly understands the content of the tender submission. The presentation shall not be longer than 30 minutes. A Q&A session will follow. A letter will be sent to each Tenderer within two working days of the Council receiving the Tender.  The Council will be responsible for recording the events in these meetings. The presentation given by a tender will not be marked.
63	Quality Evaluation Item reference 1	Strategies for delivering quality in the duration of the contract. Please confirm whether all the marks here will attributed to (i) the quality manual and (ii) environmental management system as referenced in 11.10 of the instructions to tenderers?
		<b>Answer:</b> A response to Item reference 1 need not be limited to the inclusion of, or reference to, a quality manual or Environmental Management System. Certain items in the tender documents have been cited against particular Focus Areas for convenience only. The method statement required should emphasise <i>strategies</i> for delivering quality in the contract, as opposed to simply outlining the possession of quality systems, tools, or awards, or other indicators.

#	Reference Cited	Tenderer's Question
		Please note that Item Reference 25 specifically refer to the strategies for implementing the Environmental Management System.
64	Quality Evaluation Item reference 1	Strategies for delivering quality in the duration of the contract. Our quality manual is an Intranet based ISO 9001 accredited 'interactive management system' as opposed to a ring bound document. Please advise this would be assessed and marked under the quality scoring...as it will be difficult to submit.
		<p><b>Answer:</b></p> <p>The quality manual, or electronic/hardcopy of a similar organisational document, shall be supplied to the Council to satisfy the requirement as outlined in 11.10 of the Instructions to Tenderers. Tenderers may explore the relative merits of</p> <ul style="list-style-type: none"> <li>i) submitting it in its entirety by placing a copy of it on a CD</li> <li>ii) submitting a detailed description of the system</li> <li>iii) submitting key sections of the quality manual that are relevant to this contract.</li> </ul> <p>The provision of a quality manual (or a similar document) may not in itself demonstrate strategies relating to quality (as in Item Reference 1). Therefore, Tenderers may wish include in their response to Item Reference 1 information such as:</p> <ul style="list-style-type: none"> <li>i) an example/examples of how principles in quality management, as detailed in your quality manual (or similar), have been implemented 'end-to-end' in a process in the organisation; and/or</li> <li>ii) an example/examples of how principles in quality management, as detailed in your quality manual (or similar), will be implemented in relation to a process that will arise in the course of providing a service as specified for this contract</li> </ul>
65	Quality Evaluation Item reference 1	Strategies for delivering quality in the duration of the contract. The largest element of this service is the 'management of people' and the best known quality accreditation for this is 'Investors in People' (IiP). Is the possession or not of IiP assessed under Focus Area Item Reference 1. If not, where should we reference IiP and is the Council scoring it?
		<p><b>Answer:</b> The attainment of an 'Investors in People' accreditation has not specifically been allocated available marks. However, a Tenderer who believes that this accreditation has relevance to any one of Focus Areas may make reference to it, ideally supplying evidence of the accreditation.</p>
66	Quality Evaluation Item reference 1	Strategies for delivering quality in the duration of the contract. 11.10 refers to an Environmental Management System but this is also covered in the Quality Scoring for Item Reference 25. Is LBC double counting this area in its Quality Scoring?
		<p><b>Answer:</b> The Council will not be 'double counting' references in</p>

#	Reference Cited	Tenderer's Question
		<p>responses to an Environmental Management system.</p> <p>Responses could demonstrate the relevance of possessing such a system by explaining how it forms part of a particular relevant strategy.</p>
67	Quality Evaluation Item reference 3	<p>Security measures to be applied in relation to all Premises and Locations used in the provision of Services. Please clarify:</p> <ul style="list-style-type: none"> <li>• Is the scoring for premises directly provided under the services i.e. CEO base, de-cant pound and not head office locations?</li> <li>• Is the Council scoring for proposals based on Camden owned property e.g. the car pound, CEO bases and CCTV room? If YES, will any enhancement proposed by suppliers be implemented by LBC at LBC's cost</li> </ul>
		<p><b>Answer:</b> The scoring of Item Reference 3 will be directly in relation to the suitability and feasibility of proposals Tenderers make in relation to practical security measures to protect both Premises and Locations, and the Staff and property contained within those Premises and Locations, that have been provided to enable the provision of services for this contract, i.e., CEO bases, decant pound, CCTV suite, vehicle pound. This does not include Premises/Locations that are not directly linked to the provision of Services under this contract (e.g., head office).</p>
68	Quality Evaluation Item reference 6	<p>Strategies for developing and maintaining commercial relationships with other service providers to ensure an effective and efficient service to LBC. Please confirm, giving examples, who you mean by 'other service providers'.</p>
		<p><b>Answer:</b> Other service providers include our parking enforcement software supplier, MTS, and those organisations that form part of the Tenderer's supply chain in relation to this contract.</p>
69	Quality Evaluation Item reference 11	<p>Overall contract management structure. Please explain the scoring will be marked e.g. does more management mean a higher mark or will the perceived appropriateness of the structure be marked? Please define 'Contract Management Structure'. Does this exclude Regional overhead resources? Does it include Supervisors/Team Leaders/Team Managers (depending on what different companies terms them).</p>
		<p><b>Answer:</b> The evaluation will be based on the appropriateness of the overall local contract management structure, with consideration to the minimum specification requirements. The local management structure would typically include roles such as supervisors, team leaders, team managers, and other roles up to, and including, at the regional level, so long as these roles have direct contributions to this contract.</p>

#	Reference Cited	Tenderer's Question
70	Quality Evaluation Item reference 22	Strategies for the sourcing, maintenance and management of IT hardware. Please clarify whether the 'strategy sourcing' this equipment is being marked or the actual equipment proposed or both.
		<p><b>Answer:</b> The merits of the actual equipment proposals will not be scored in relation to this Focus Area as a part of the tender evaluation; however, as a part of detailing the applicable strategies, the proposals for various types of equipment should be (re)stated. Minimum specification requirements must be met where they have been included in the Specification.</p> <p>Tenderers should also note the particular requirements stated in Point 10 of the Instructions to Tenderers in relation to the submission of HHCT proposals.</p>
71	Quality Evaluation Item reference 29	<p>Demonstration of an overall understanding and compliance with the Council's requirements. Evidence of compliance to the tender documents.</p> <p>Please clarify how this item will be scored e.g. will the Council evaluate the entire submission for compliance with the tender documents or does the council require a specific response to this item demonstrating compliance with the tender documents?</p>
		<p><b>Answer:</b> The clearest way to demonstrate to the Council that there is a full understanding of, and a full compliance with, the Council's requirements as outlined in the tender documents is to explicitly state that this is the case. If this is not the case, Tenderers should make clear the areas where compliance with the tender documents is achievable, as well as making clear which aspects will not be complied with, supported by the reasons for non-compliance.</p> <p>Please note that, where appropriate, Appendix A "Variation From Contracts Terms Form" should also be used to outline specific information concerning non-compliance.</p>
72	Training	Is the C&G training and qualification provided by the Council the full qualification including the conflict management elements?
		<b>Answer:</b> Yes.
<b>Bulletin 4</b>		
73	Specification 2.2.2.3	This clause states the requirement for a Deputy Contract Manager. Please confirm where the Deputy Contract Manager should be priced on the SoR?
		<b>Answer:</b> As in Point 2.2.2.3 of the Specification, there is a requirement for a Deputy Contract Manager in the event of the Contract Manager not being on-site. However, it has not been stated that it is a requirement that a post of Deputy Contract Manager is created and filled on a full-time basis.

#	Reference Cited	Tenderer's Question
		Tenderers proposing to make this a full-time post, or proposing any other full-time post (e.g., Operations Manager, Quality Manager, Base Manager), should insert this as an item under "any other items" in the Schedule of Rates.
74	Bulletin 2, CQ42	<p>We note the Council's response and this may give rise to a financial risk where an existing employee does not pass the examination and is therefore dismissed. There could also be claims for unfair dismissal as the requirement to hold an accredited training certificate did not apply when they were recruited, but only as a new requirement for the new contract. How does the Council propose this risk should be addressed?</p>
		<p><b>Answer:</b> The terms and conditions of contract specify the obligations of the Service Provider in terms of required qualifications (or equivalent) of Staff members.</p> <p>Tenderers should take note that Point 2.2.5 of the Specification states that there is a period of up to 12 months for on-street CEOs who have transferred under TUPE, and who continue to perform the role of the on-street CEO, to be verified as competent by means of achieving the relevant award. For those who do not pass the first examination, one re-sit of the examination will be permitted.</p> <p>If as a result of not meeting this service requirement, employment related action is taken this would be a matter between the employer and employee as a matter of law. If the Council suffers any loss, damage, costs etc as a result of such action, the Service Provider would be required to indemnify the Council under the indemnity provisions of the Contract. To clarify, the position is that the Service Provider (as the employer of the Staff) shall assume responsibility for the consequences of their Staff not achieving the relevant award. The way in which any potential financial risk is treated is a matter for the consideration by the Service Provider.</p>
75	Specification 2.2.8.2	<p>There is a requirement for a ratio of 11:1 CCTV supervisor to CCTV CEO, can you advise where these supervisors are on the TUPE list.</p>
		<p><b>Answer:</b> Our current service provider has advised us that CCTV Supervisors... "are classed as Seniors and are on line numbers 6-8 and 73-76. A total of 7, however one is returning from Maternity leave when an acting Senior will revert to CEO level".</p>
76	SOR	<p>We note that there is no SoR for a CEO Supervisor, should we put these as any other items?</p>
		<p><b>Answer:</b> On the Schedule of Rates, Supervisors have been referred to as "SCEOs", which are listed under item 1 (On-street enforcement) and item 2 (CCTV Monitoring").</p>
77	Specification 5.2.5.2	<p>CCTV van supplied by Council, who is responsible for maintenance and fuel costs?</p> <p><b>Answer:</b> The Council is responsible for the fuel and maintenance</p>



#	Reference Cited	Tenderer's Question
		costs in relation to this particular vehicle, as well as being responsible for other related matters concerning this vehicle such as ensuring that it is taxed and insured.
78	Specification 2.2	How many new CEOs has the current contractor recruited and trained in the last 12 months.
		<p><b>Answer:</b> Our current service provider has provided us with the below figures:</p> <ul style="list-style-type: none"> <li>▪ North zone (on-street): 41</li> <li>▪ South zone (on-street): 26</li> <li>▪ CCTV: 22</li> <li>▪ Clamp &amp; Removals: 0</li> </ul>
<b>Bulletin 5</b>		
79	Bulletin 2, Q 26	<p>We note the response regarding deployed hours for the contract management team and we would seek further clarification on this. The management team will work exclusively on the Camden contract, however, they will be paid an annual salary not an hourly rate as they will not work set hours, but the hours required to manage the contract effectively, including dealing with issues that arise beyond the "normal" working day. They will be expected to be available should any issues arise which need their attention while staff are deployed.</p> <p>In addition the Management team will be provided with any personal or skills development to support them in managing the contract, thereby adding value to the service to Camden. This may require formal training away from the contract or spending limited time on another contract to experience alternative ways of working. We also hold regular review meetings for our Contract Managers where they meet to discuss parking matters and share best practice, and develop company wide initiatives to improve contract performance. This will inevitably mean that Contract Managers are away from the Contract on occasions. Can the Council confirm these activities would be considered part of deployment for the purposes of the Schedule of Rates for the management team?</p>
		<p><b>Answer:</b> Activities such as those mentioned above, and in those contexts described, would be included in deployed hours provided that, in the Authorised Officer's view, these activities weren't in any way detracting from the Manager's activities in relation to the core responsibilities to this contract. The Council would not expect such time to amount for more than 5% of a Manager's total time on this contract.</p>
80	Bulletin 2, Q49	Are Night Parking Attendants fully trained CEOs?
		<b>Answer:</b> Yes.
81	Specification 4, Appendix 5	How is the night service at the pound currently met. Are current staff on call, and if so what allowances do they receive?
		<b>Answer:</b> To provide further background information and

#	Reference Cited	Tenderer's Question
		<p>clarification on the Council operation and staffing arrangements: the Payment Centre is currently open to customers 24 hours a day, seven days a week. Presently, the arrangement is that a night service operates with one cashier working in the payment centre, one pound attendant, and one duty supervisor. No Pound staff are on call; all work is organised on a shift basis.</p> <p>The Council plans to soon reduce the Payment Centre operational hours to 09:00 – 23:00hrs, seven days a week (<b>PLEASE NOTE: this is different to the hours of 07:00 – 23:00hrs as cited in Appendix 4, these hours in Appendix 4 are no longer relevant</b>). Customers will only be able to collect a vehicle whilst the Payment Centre is open. The change in hours will take place prior to the Commencement Date, and as such, staffing arrangements will be soon modified by the Council accordingly. Having made this transition, there will continue to be, for the foreseeable future whilst this service remains 'in-house':</p> <ul style="list-style-type: none"> <li>▪ a shift pattern in place for Payment Centre operations whilst the Payment Centre is open</li> <li>▪ no night allowances on the basis of working a night shift, and</li> <li>▪ no arrangement whereby Payment Centre staff are on call for the time the Payment Centre is closed.</li> </ul>
82	Specification 4.4.25.1.4	<p>We note from the specification that the current decant pound has 45 spaces and the quantity given on the SoR for evaluation purposes is 25. Can they Council advise is this the average run rate of decant spaces required over the course of a year?</p>
		<p><b>Answer:</b> The Council presently has 45 decant spaces available to it. This is presently compromised of 25 spaces dedicated for on-street removals, and 20 spaces dedicated for vehicles removed from housing estates. The demand for decant spaces varies considerably due to factors such as general enforcement activity/instances of non-compliance, and changes to legislation, policy and enforcement protocol. However, the current quantity of spaces is generally sufficient as mentioned in the Specification. The quantity of 25 was used in the Schedule of Rates purely for tender evaluation purposes; it was not the Council's intention to suggest to tenderers that by the insertion of a lower quantity here than in the Specification that the quantity in the Schedule of Rates should be viewed as an optimal quantity. It is the price per unit, i.e., per decant space, that will be taken into account in evaluating price; from a "quality" perspective, the number of decant spaces proposed by tenderers (Item Reference 23, Point 11.4 of the Instructions to Tenderers), will be considered given the merits of the overall proposal. Given the potential fluctuations in occupancy levels as a result of factors such as those outlined above, tenderers are encourage to put forth proposals that allow for flexibility to meet the Council's needs over time.</p>
83	Specification 5	<p>Can the Council confirm the Service Provider will have access to the Council's IT system, or be provided with reports from the system, to allow them to self-monitor the CEOs and PCN quality</p>

#	Reference Cited	Tenderer's Question
		to ensure continuous improvement over the life of the contract.
		<b>Answer:</b> The Service Provider will have restricted access to the Council's parking enforcement software (via the Council's PCs at various sites) to utilise the reporting functions that are also available to the Council. Reporting needs are frequently reviewed, and in the Contract Term the Council will consider requests from the Service Provider for reports that are not available.
84	Specification 5.2.2.2	We note that CCTV staff will be designated as CEOs. Can the Council confirm the training required by these staff will be BTEC Level 2
		<b>Answer:</b> BTEC Level 2 is required for all CCTV CEOs.
85	TUPE - NSL	Please provide the criteria for award of the bonus and details of payments made under the bonus scheme for the last full year.
		<b>Answer (As provided by NSL)</b> <ul style="list-style-type: none"> <li>▪ Absence (Any unauthorised absence )</li> <li>▪ Disciplinary action</li> <li>▪ 95% photo Quality</li> <li>▪ Client Complaints</li> </ul>
86	TUPE – NSL	We note that the average number of nights paid per month is 800. Please could this number be broken down by staff role e.g. CEO, Night Parking Attendant, Supervisor
		<b>Answer (as provided by NSL):</b> Breakdown of total days requiring paid night allowance per month will always depend on the operational needs of the contracts and this can change from month to month.
87	Schedule of Rates	We would request clarification on a number of items within the Schedule of Rates as the quantities provided and the unit descriptions are open to more than one interpretation. <b>Items 2.7, 2.9 and 2.11</b> – The unit description is per hour and the item is a CCTV vehicle with two staff. Is the monthly quantity given the hours the vehicle is required for or for each member of staff therefore equating to 3,894 deployed hours for item 2.7? <b>Item 3.11</b> – The other items in this group require a vehicle to be deployed with one or two people. The quantity given against this item is 48. Please clarify the requirement
		<b>Answer:</b> <b>Items 2.7, 2.9 and 2.11</b> In terms of staffing, deployed CCTV vehicles are vehicles that are staffed with one or two persons, depending on the Council's specified requirement, the prices for which have been stated in the relevant item in the Schedule of Rates. Therefore, tenderer prices should not just solely take into account the cost of the provision, maintenance, etc, of the vehicle itself; the prices should also take into account the specified number of staff that will be manning it.  <b>Item 3.11</b> The quantity relates to a requirement for 48 hours of deployment on Sundays in one month of a clamping van with 2 staff [4 (number of Sundays in a month) x 12 = 48].

#	Reference Cited	Tenderer's Question
88	KPI  Actual Deployed hours	Will the KPI for actual deployed hours be considered as achieved if the cumulative total of deployed hours over the month is at 100% i.e. if deployment is at 99% on one day it can be made up by deploying at 101% on a subsequent day?  <b>Answer:</b> No, the deployed hours KPI is not cumulative in the way suggested. In the first year of the Contract, the expectation is that 100% of daily deployment requirements will be met on at least 28 of the days in any one month. NB: month refers to a calendar month, i.e., a Payment Period.  The Council will not pay the Service Provider remuneration for any services, including deployed hours that are either not performed in accordance with required quantities as instructed by the Council via a deployment plan, or otherwise not performed to the satisfaction of the Authorised Officer. Therefore, hours required by the Council that are not duly performed by the Service Provider will not be payable.
<b>Questions 88 – 90 below were originally asked and responded to in relation to staff presently employed by NSL (Questions 50-52); below are responses with regards to personnel presently employed by the Council (where appropriate).</b>		
89	TUPE	Please advise if there are any enhancements for Sunday working and the number of hours deployed on Sunday enforcement  <b>Answer:</b> <b>In relation to personnel presently employed by the Council:</b> National terms and conditions for Sunday working apply (This is in section 2 of the National Agreement on Pay and Conditions of Service, "Working Arrangements").
90	TUPE - NSL	We note that the pension contributions appear as a monetary value. Those for Camden Council staff are calculated on a formula which indicates the employer contribution is 18% however, the remainder are input as an amount. Please advise whether the employer contribution is a fixed amount or provide the % contribution for each pension scheme  <b>Answer:</b> <b>In relation to personnel presently employed by the Council:</b> This information is contained within "Spreadsheet 2-LBCTUPEInformation-PoundPaymentCentreOps" despatched last month.
91	TUPE	Please advise what pay is pensionable for each member of staff. Is it simply basic pay or are any additional payments pensionable.  <b>Answer:</b> <b>In relation to personnel presently employed by the Council:</b> Overtime and shift allowances are not pensionable, but other salaried allowances (such as first aid allowance) are pensionable. Only 1 person in the staff group has one of these allowances (#103983). Value of allowance is not known at present but will be approximately £12 month.
92	Instructions	4.5 c) requests that the Bond Undertaking is duly executed by the

#	Reference Cited	Tenderer's Question
		<p>Tenderers proposed surety, including the amount of the Bond premium</p> <p>As we are required to provide a PCG would the Council consider a Parent Company Guarantee in lieu of a bond?</p>
		<p><b>Answer:</b> Please see the response to Q19, Bulletin 1.</p>
93	Specification 4.4.25	<p>It is our understanding that the vehicles removed from the housing estates are currently taken straight to the service provider's decant pound and the service provider is responsible for taking payments and the release of the vehicle directly from their pound. Can the council please confirm that this is not the case for the new contract and that vehicles removed from the housing estates will be taken to the Councils pound and all payments will be dealt with by the payment staff at this pound?</p>
		<p><b>Answer:</b> Yes. Whilst we've identified a need for decant pound spaces for vehicles removed from on the street and housing estates, these shall in the first instance be removed to the Pound. We do not require the Service Provider to supply a customer interface at the decant facility.</p>
<p>*****UPDATE ON PREVIOUS CLARIFICATION</p>		
<p><b>QUESTION*****</b></p>		
		<p><i>The below question (Q15 )was asked and responded to in Bulletin 1, however, further clarification is provided below.</i></p> <p>Please can the Council advise what functionality is required via GPS and GPRS. Would the Council consider the provision of this functionality via another method if the functionality can be delivered more cost effectively?</p>
		<p><b>Answer:</b> GPS has been specified for the purposes of providing objective and reliable electronic CEO and vehicle location tracking. Alternatives that would be considered are:</p> <ul style="list-style-type: none"> <li>i) <b>'real time'</b> tracking, available to the Council at any point in time (see Point 2.4.1.6 of the Specification), and</li> <li>ii) tracking information that is downloaded at the end of shift and made available to the Council thereafter.</li> </ul> <p>With regards to CEO tracking in particular, the Council will consider suitable alternatives such as whether the tracking device is embedded in the HHCT, retro-fitted to a HHCT, or wholly separate from the HHCT, e.g., on the person of the deployed CEO.</p> <p><b>Please note that as per Point 2.4.1.6 of the Specification, 'real time' tracking is required for all vehicles supplied by the Service Provider that are deployed on this contract.</b></p> <p>GPRS has been specified for the purpose of transmitting PCN data from HHCTs to a server in real time. This is a level of service the Council wishes to continue to deliver. <b>GPRS is also required</b></p>

#	Reference Cited	Tenderer's Question
		<p>for the transmission of clamping and removal data via "message buddy" as well as PCN data.</p> <hr/> <p><b>07/08/09:</b> In addition to the above, and Point 2.4.1.6 of the Specification, the Council would like to clarify that 'real time' tracking means active tracking information that is transmitted to the Council within approximately a minute, at any time.</p>
<b>Bulletin 6</b>		
94	Instructions to Tenderers 10	<p>The Council have indicated that if they had taken up a support and maintenance agreement for the HHC software with MTS the cost would have been £29,651 for the period 01/04/10 to 31/12/11. The costs that MTS are currently quoting potential service providers for a support and maintenance agreement of the HHC software is approximately 3 times this amount for the same period. Therefore would LBC allow tenders to take up the support and maintenance agreement that LBC had agreed with MTS and price on the basis of the £29,651 quoted?</p>
		<p><b>Answer:</b> In accordance with 10.2 of the Instructions, we confirm that the cost will need to be negotiated between MTS and each tenderer and the Council will not be a party to this contractual agreement.</p>
		<p><b>The Council received an enquiry after the clarification question deadline of 07/08/09 concerning the application of the Workforce Code of Practice. As this enquiry was made after 07/08/09, the Council is not obligated to respond, though the Council takes this opportunity to refer Tenderers to Point 7 of the Instructions, and to Point 16.7 of the Conditions of Contract. Tenderers should also note the correction cited in the response in Item 39 of Bulletin 2 of this document.</b></p>