

Supplier Questions in relation to ITT Documents

Title:	Tender for Parking Enforcement			Ref.	03876
Final Date for Questions:		Final Date to provide Answers:		Tender Due Date:	16 September 2009

Question				Response			
No.	From	Date		From		Issued	Issued to All
1		28/8/09	ITT Clause 4 - The Council has specified a list of method statements but can the Council please clarify if a different quality score / weighting will be applied to each and if so please provide the relevant details or will each one be given equal weighting.		No as specified in the ITT the Council will apply a 70/30% weighting to price and method statement. The list of method statements are intended as a guide only of what should be included. Some tenderers may wish to include other value added items which will also be taken into account when considering the submissions		
2		28/8/09	ITT Clause 8.5 - Much of the information requested by the Council has been provided at PQQ stage, e.g. accounts, director details, corporate and management structure, H&S etc. As such do we need to resubmit this as part of our tender submission?		Only any information which was not previously provided e.g. CHAS certification or Parent Company accounts must be included.		
3		28/8/09	Specification - Deployed hour – can the Council please confirm if the following times will be considered as deployed time or not, i.e. chargeable time: <ul style="list-style-type: none"> • Start and end of shift briefing? • Travel time to and from beats? • Breaks? • Lunch breaks? 		None of these will be included in the deployed hours. Deployed hours are defined as the hours spent from time of arrival on beat to leaving beat at end of shift, or time spent carrying out alternative duties as agreed with the Council's Parking Team.		
4		28/8/09	Specification Clause 1.3 - We note that the Council will provide two CCTV smart cars. Can the Council please confirm the following for these two vehicles: <ul style="list-style-type: none"> • Who is the supplier of these vehicles? • How old are the vehicles? What servicing / maintenance agreements / SLAs are		<ul style="list-style-type: none"> • TES • Both vehicles are 2004. • It is believed regular services have been carried out, but the 		

Question				Response			
			currently in place?		incoming contractor will be responsible for any further maintenance.		
5		28/8/09	Specification Clause 1.3 - If the two vehicles became unfit for use / uneconomical to maintain are we correct in assuming that the Council will provide two new vehicles to the service provider at no cost?		No, Tenderers, should be aware the third MICE vehicle is required and is to be included in the Tender price. Any additional vehicles required in the course of the contract will be by agreement between the successful tenderer and the Council. Tenderers may include a separate price as part of their tender for the provision of additional mobile enforcement vehicles.		
6		28/8/09	Specification Clause 1.5 - PCNs issued by CEOs dramatically dropped from 58,797 in 2007/08 to 46,732 in 2008/09 – is their a particular reason for this / what factors were involved?		Tenderers are advised to make their own assumptions as to the likely number of PCN s that may be issued. It is accepted the economic downturn effect There are no significant factors which led to the drop in numbers issued as compliance has not been achieved.		
7		28/8/09	Specification Clause 2.2.2 - Please confirm that the Operations Manager is effectively the Contract Manager?		No the Council does not consider this contract warrants a full time Contract Manager, past experience has shown this to be an unnecessary cost to the Contract. The contract is specific in that an Operations Manager to manage the day to day activities of the enforcement staff is required, this post will not be expected to deal		

Question				Response			
					with Contractual issues on a regular basis. As set out in the ITT the successful tenderer will provide an Authorised Representative to attend contract meetings and to agree variations etc.		
8		28/8/09	Specification Clause 4.2 - Please confirm it will be acceptable to the Council if all CEOs all have the City & Guilds Level 2 certificate in civil enforcement parking (VRQ)?		Yes this will be acceptable		
9		28/8/09	Specification Clause 4.4 - How does the level of deployed hours specified in the tender specification compare to what is currently being delivered by the incumbent contractor?		It is comparable		
10		28/8/09	Specification Clause 4.10 - How many suspensions were implemented in the last year?		109		
11		28/8/09	Specification Clause 4.12 - Who is responsible for the cost and provision of DVDs?		The Contractor		
12		28/8/09	Specification Clause 6.1 - Will the Council please confirm that the Council will be responsible (including costs) for the initial installation of the ICES HHC software onto HHCs provided by the service provider and the on-going maintenance and support of the HHC software. Consequently, the service provider will only be responsible for maintenance of the HHC hardware.		No all handheld equipment and associated software will be the responsibility of the Contractor Consequently, the service provider will only be responsible for maintenance of the HHC hardware. All related costs will be borne by the Contractor		
13		28/8/09	Specification Clause 6.1 - Will the Council provide a download PC at the service providers operational base and also provide and maintain a link between this base and the Council's operating site?		No the contractor will provide all of these items which must be able to interface with the Council 360 software.		
14		28/8/09	Specification Clause 7.2 - Please confirm that the Council will be responsible for the scanning of pocket books onto the notice processing system.		The Council expects very few notes to be recorded to pocket books and prefers most notes to be entered to the HHCT. All digital images must be		

Question				Response			
					transferred electronically as must any copy of pocket book i.e. the Contractor will scan pocket books and submit them electronically through email.		
15		28/8/09	Tupe Information - Please confirm when the next planned pay review is.		January 2010		
16		28/8/09	Tupe Information - Basic working hours per week for most staff is 37.5 – does this include lunch breaks or are these outside of these hours and are not paid?		No lunch breaks are included which are unpaid		
17		28/8/09	Tupe Information - The TUPE information shows that the Assistant Contract Manager receives a higher salary than the Contract Manager, is this correct?		N/A see below		
18		28/8/09	Tupe Information - Overtime rates – please confirm if staff receive overtime at x 1.25 for the first 3.5 hours worked over contracted hours then x 1.5 for hours beyond the first 3.5 hours over contracted hours?		Confirmed		
19		28/8/09	Tupe Information - Bonus scheme – which mechanism is used since one scheme is described on the second tab of the excel spreadsheet geared around PCN issue and a second mechanism is described in a word document?		The Council cannot consider any tender which relies upon bonus payments to staff in respect of PCN issue. The Contractor has provided the attached statement re quality payments made to staff.		
20		28/8/09	Tupe Information - The key on the TUPE list includes a note indicated by *** but no role on the list is referenced by this – is this an error / omission?		My apologies it would appear this did not appear “ *** This post is subject to review and is unlikely to be included in the formal TUPE transfer list, and any changes will be notified in writing.” Please note this post has now been deleted and there are no TUPE implications. For clarity there is no		

Question				Response			
					post of Contract Manager now employed on the current contract.		
21		28/8/09	Pricing Schedule - Resolved PCNs – Do these PCNs only relate to PCNs issued by the successful service provider? If yes, this will clearly lead to a lag in payments whilst the definition of resolved for each PCN is met thus effecting payment to the contractor.		Yes this is correct.		
22		28/8/09	Pricing Schedule - CEO errors –Over 151 CEO PCN errors it appears that a charge equivalent to the full PCN rate will be applied – is this for all the PCNs above 151 or for the first 151 and all above? For the other two bands can it be assumed that 51-100 means a reduction of 0.3% from the monthly bill and for 101 to 150 a reduction of 0.5% of the monthly bill?		If errors exceed “51 - 100 a 0.3% reduction of the total monthly contract price will be applied, however, If errors exceed 101 - 150 a 0.5% reduction of the total monthly contract price will apply. Thereafter for each PCN over 151 in addition to the 0.5% detailed above the full PCN rate at the time of case closure.will be deducted.		
23		28/8/09	Specification – Clause 2.1 – Could the Council please provide details of this potential accommodation – size, facilities such as kitchen, toilets) and whether secure parking would be available on-site for the successful tenderer’s vehicles?		There may be suitable accommodation at the depot in Thames Road which has in addition to normal offices a staff canteen, toilets and parking for Contractors vehicles. Tenderers should indicate what savings they believe would be made on the Contract if they were provided such premises at the Council’s expense.		
24		28/8/09	Terms & Conditions – Clause 20.4 – Could the Council please clarify whether RPI increases will be written into this contract, or whether the price is to be fixed for the whole term?		As stated in the tender RPI increases will not be included as a condition of contract. However, the Council will consider the impact of RPI annually on the anniversary of the contract.		
25		1/9/09	TUPE - Is it possible to supply the hourly rate for all non-salaried staff?		CEO after probation = £9.20 ph. Sen CEO after probation = £9.86 ph. CCTV operative after probation = £8.70.		
26		1/9/09	TUPE - Can you confirm that the 37.5 hour week does not include meal breaks?		Please see 3		

Question				Response				
27		1/9/09	TUPE - We note that the specification makes no mention of notice processing. Can you confirm that the Notice Processing staff included in the TUPE list are now withdrawn?		There will be no notice processing functions in the new contract, however as indicated in the TUPE information 2 posts identified are used for operational support and the other 2 posts are subject to change and may be included in the TUPE transfer. Tenderers should assume they may be included.			
28		1/9/09	CPZ - Are maps of the various CPZ's available?		To be provided under separate cover Please note the plans provided are representative only and no guarantees are made as to their accuracy.			
29		1/9/09	CPZ - Are there any further CPZ's likely to be introduced in the next 24 months?		It is not Council policy at this time to introduce further CPZ areas.			
30		1/9/09	Can you give a percentage of enforcement hours between on and off street enforcement?		80% On Street 20% Off Street			
31		1/9/09	How many P&D machines are there, split between on and off street?		33 on street P&D, 60 Off Street			
32		1/9/09	Can you confirm how many PCN's were issued, split between on and off street enforcement, over the last 3 years?		On Street	Off Street	Other/CCTV	
					2007 48,511	7,129	1,853	
					2008 56,596	8,919	1,560	
					2009 49,007	7,295	241	
33		1/9/09	Can you confirm the number of Code reds, yellows and assaults on enforcement staff in the last 12 months?		17 Code Reds (includes assaults) 13 Code Yellows			
34		1/9/09	Will the contractor be allowed (limited) access to the Council's parking database in order to obtain performance management information on individual CEO's?		The Council will allow access in a limited form to the Contractor, at the Contractors expense.			

Question				Response			
35		3/9/09	We will submit 1 hard copy and 1 CD – is this acceptable?		A minimum of 2 hard copies is required and a CD will also be acceptable.		
36		3/9/09	ITT - It is noted that a bond or guarantee will be required – can the Council provide further details of this requirement		Either a Guarantee of Undertaking and or a deed of Guarantee and Indemnity may be required, as part of post tender negotiations. It is estimated the liability on such a bond would be at a minimum of 10% of the overall contract value.		
37		3/9/09	Spec 1.5 - We note the volumes given for the last few years, can the Council advise the number of these that was resolved for each of the years. Resolved being the definitions given in the Price schedule item 3.		2007 49932 103% 2008 51365 91% 2009 46566 95%		
38		3/9/09	Spec 2.1.- We note that there may be Council premises available for use – should this be the case, can the Council confirm that there will be no rent, rates, service charge or utilities liability for the contractor. Would it be possible to view the premises?		Please see 23		
39		3/9/09	Spec 4.1 & TUPE - Can the Council advise whether the Senior CEO on this TUPE list are the equivalent required Supervisors?		No Senior CEO grades are not at same level as Supervisors currently employed on contract.		
40		3/9/09	Spec 4.2 & TUPE - Can the Council advise what qualifications/certification and training the current workforce have – specifically relating to CEO and CCTV operations		All CEO have basic certification NVQ completed NVQ undergoing All CCTV have BTEC qualification		
41		3/9/09	Spec 4.10 – Can the Council advise the number of suspensions that was carried in the last 2 years		See 10		
42		3/9/09	Spec 6.1 - Can the Council confirm the age and condition of the HHCT that will be made available		The current HHC are 18 months old but do not meet the full system spec as given upgrades to their functionality may be required.		
43		3/9/09	TUPE - There are 2 Junior Notice Processing Clerks and 2 Notice Processing Clerks on the list. Against these there is reference that whilst the identification of these is Notice Processing, they actually support operational enforcement. There is also reference that the posts are currently under review and may be subject to change.		See 20 & 27		

Question			Response				
			<p>Can the Council clarify exactly what these posts are and do, especially as there is no requirement for Notice Processing and whether these posts should be included on the list.</p> <p>There is also a reference to a post marked with 3 asterix, but we can not locate this post.</p>				
44	7/09/09	<p>1. In 'Volume 4 – Pricing Schedule', page 3, it states that: No payment will be made as PCN resolved for any PCN cancelled as CEO error.</p> <p>In addition, where CEO errors exceed 50 in a calendar month the following liquidated damages will be applied.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 51 - 100 @ 0.3% of the monthly contract price <input type="checkbox"/> 101 - 150 @ 0.5% of the monthly contract price <input type="checkbox"/> 151 + @. full PCN rate at the time of case closure <p>Could you please clarify the third item – does this mean that any errors over 151 will be charged at the full PCN rate? Eg. If 158 errors were made in that month, then the supplier would be charged 7 x £120? Or, would it be 158 x £120?</p>		Please see 22			
45	7/09/09	<p>1. What is the year of manufacture and make/model of the vehicles?</p>		Please see 4			
46	7/09/09	<p>2. Are they leased vehicles or owned outright by LB of Bexley? ?</p>		Owned outright			
47	7/09/09	<p>3. What is the expected year for replacement for these current vehicles?</p>		When they become uneconomic to continue			
48	7/09/09	<p>4. Do they all have a complete service and maintenance history?</p>		See 4			
49	7/09/09	<p>5. Is the councils depot/vehicle workshops an authorised supplier/repair facility that can be utilised by the contractor</p>		No			
50	7/09/09	<p>This clause states the contractor will be responsible for insurance, MOT and servicing of the Councils Smart car</p>		The Contractor will be responsible for all costs in respect of the CCTV vehicles			

Question				Response			
			CCTV vehicles, please clarify who will be responsible to cover the costs of fuel for the CCTV the vehicles?				
51		7/09/09	Is there a union recognition agreement in place on the contract?		A few staff are members of the GMB union		
52		7/09/09	How often is staff pay reviewed?		Annually!		
53		7/09/09	When is the next pay review scheduled?		January 2010		
54		7/09/09	Is there a pay agreement in place for staff? If so what levels of pay have been agreed for the different roles?		See TUPE information provided.		
55		7/09/09	Is the Council or Vinci prepared to warrant the accuracy of the TUPE information?		The Council is not able to warrant the accuracy of the TUPE information, which it has accepted in good faith.		