

**INVITATION TO TENDER**

**FOR**

**THE PROVISION OF A**

**Case Management System**

**for The**

**London Lorry Control Scheme**

**Version 1.3**

**27 January 2016**

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# Introduction

1. London Councils invites Tenders for the provision of a hosted Case Management System (CMS) to support the operation of the London Lorry Control Scheme (LLCS). Detailed requirements for the system and hosted service are set out at Section D below.
2. The contract is for an initial period of three years, with an option, subject to agreement by London Councils, to extend the initial period by further yearly periods not exceeding a further two years in aggregate.
3. This document sets out both the requirements and criteria for assessing the economic standing, financial and technical capacity and capability of prospective suppliers of the services, and the requirements of the provision of the services and the criteria for assessing the degree to which these are satisfactorily met by bidders. Tenderers should note that the first stage of assessing the tenders will focus upon the former aspects of their bid, and only those bids which meet these criteria will then be considered in respect of their ability to meet the service requirements.

# About London Councils

1. London Councils (LC) represents all 32 London boroughs and the City of London. London Councils is committed to fighting for more resources for London and getting the best possible deal for London’s 33 councils. It also acts as a think-tank in new policy initiatives, spreads good practice amongst its members and provides a range of valuable services. London Councils is in an ideal position to advise on a wide range of issues relating to local government and other matters of concern to Londoners. It also works closely with the national Local Government Association and with many private, voluntary and public sector bodies.
2. London Councils’ Transport and Environment Committee is responsible for transport policy, traffic and parking enforcement (including managing the London-wide night time and weekend lorry control scheme), the London Tribunals service, concessionary fares and regulatory and environmental issues. The concessionary fares schemes include the Freedom Pass that provides more than 1.3 million older and disabled people with free public transport, and Taxicard which offers subsidised travel in taxis and private hire vehicles (PHVs) to over 70,000 Londoners with mobility issues.

# The London Lorry Control Scheme

1. The London Lorry Control Scheme (LLCS) controls the movement of heavy goods vehicles (HGV) over 18 tonnes maximum gross weight, at night and during the weekend. The scheme is in place to help minimise disruption and noise pollution in residential areas during unsocial hours through the restricted use of roads.
2. The LLCS regulations are set out in the Greater London (Restriction of Goods Vehicles) Traffic Order 1985 London Local Authorities & Transport for London Act 2003, which applies in all 31 of the 32 London boroughs (Barnet is excluded) and the City of London. It allows for the control of HGV movement at night and at week-ends for defined ‘prescribed hours’. Currently, 29 of the boroughs allow London Councils to enforce the LLCS on their roads.
3. The scheme is designed to ensure that HGV above 18 tonnes cannot use the restricted roads controlled by the Order, during the prescribed hours, without permission. However, it specifies a network of roads that are excluded from the Order, which are commonly referred to as the ‘Excluded Route Network’ (ERN).
4. Hauliers whose vehicles are over 18 tonnes and want to travel off the ERN must have permission to do so. Hauliers can apply to London Councils for permission but it will only be granted if it is actually needed. Vehicles that can make the complete London element of the journey on the ERN, or are less than 18 tonnes, are advised that permission is not required.
5. To be compliant during the prescribed hours, goods vehicles with permission must travel along the ERN to the closest point to their destination then travel the shortest possible distance along restricted roads. Hauliers without permission cannot use restricted roads at all.
6. The permit system did not fundamentally change with the introduction of civil (ie, ‘decriminalised‘) enforcement of the scheme in 2004. However, from that point onwards the haulier and the driver no longer faced criminal prosecution, as under the civil regime they now receive Penalty Charge Notices (PCN).
7. The penalty charge is currently £550 for hauliers and £130 for drivers. These charges are reduced by 50% if paid within 14 days. As with a parking penalty charge, the recipient can make a representation and thereby challenge the PCN. Should the initial representation be rejected they can then appeal their case to the adjudicators at London Tribunals. In January 2010 London Councils ceased issuing physical permits to hauliers and now simply grants virtual permissions.
8. In order to comply with the scheme, hauliers obtain permissions from London Councils that allow their vehicles to travel on specified routes. There are approximately 3,600 hauliers registered to the scheme, encompassing a total of approximately 66,000 vehicles. During the controlled hours, enforcement observations of relevant vehicles are made to ensure compliance. Where an observed vehicle is found to be in contravention of the scheme, a PCN is issued.
9. The issuing of permissions and administration of PCNs is undertaken in-house by London Councils, whereas the observation of vehicles is carried out by a team of Enforcement Officers (EOs) under a contract with NSL Ltd.
10. Further information on the processes involved in the current operation of the scheme (ie, as supported by the existing CMS) is provided at Section E.

# The LLCS Case Management System

1. London Councils is seeking a CMS to be provided as a hosted service, in accordance with the requirements for the system and hosted service that are set out at Section D below.
2. The CMS will allow EOs to efficiently and effectively transfer details of observed vehicles onto the system, which should then cross-reference against the permissions database and DVLA records to indicate whether it is necessary to issue a (PCN) and where appropriate to enable requests for further information. Bidders should note that unlike other PCN-based enforcement schemes, such as parking control, under the LLCS PCNs can be issued to both the driver and the registered keeper, i.e. the haulier.
3. The CMS must have the capability to manage and process PCNs electronically and provide specific management reports to support the system functionality.
4. Bidders should include with their tenders an option, which London Councils may or may not take up, to provide data capture and transfer of enforcement activities using automatic number plate recognition (ANPR) software and hand-held mobile devices. Requirements for this option are set out at Section D2 para ii.
5. The Pricing Schedule is included at Section H Appendix 6: Pricing Schedule, which the Tenderer must complete, using the response pro forma as set out in that schedule.

# Instructions to Tenderers

1. Tenderers are asked to complete the schedules in SECTION H TENDER RESPONSE stating how they will deliver the services required as specified r.
2. The tender response should indicate how they will meet the requirements of the relevant specification and how overall functionality will be integrated, delivering an efficient, cost effective service. However, Tenderers need to consider all sections of the Tender documentation carefully to fully complete the Tender.
3. Tenderers must give due regard to the following:
4. How the CMS will be designed and developed, including interactions during this process with the main users of the system and the provision of design documentation to the Authority during the development process
5. How the fully specified service will be delivered.
6. Communication and data transfer and system interrogation methodology.
7. System support, hosting, maintenance and availability for the duration of the contract.
8. For planning purposes, the submission from Tenderers should be based upon the volumes indicated in the specification. However, Tenderers should note that future volumes may vary and are not guaranteed.
9. Provision of project plans including key milestones and dates for delivery, testing, training and system go live.
10. Provision of diagrams and flow charts of the system architecture and data flows.
11. Tenderer’s response documents should be in Word and Excel (ideally 2010) formats

# Management

1. The client-side project manager during the implementation will be the Chief Contracts Officer. There will be monthly project management meetings during the implementation stages and thereafter monthly board meetings of the Core Group throughout the life of the contract between the Service Provider and London Councils, which will be recorded. These meetings will monitor the progress of the implementation, contract and performance of the Service Provider. London Councils also reserve the right to call for urgent meetings should issues arise relating to changes to the contract or poor performance.

# Performance Review, Service Levels and Service Credits

1. Service Levels and Service Credits are set out in D13: Service Levels/Credits and Key Performance Indicators.
2. The contract will be subject to on-going performance monitoring. Given the considerable impact poor performance will have on LLCS service users and the reputation of London Councils, Service Provider performance will be measured against Service Levels, as this is critical and the provisions of D13 of the conditions of contract will therefore be invoked in the event of Service Provider non–performance.
3. The Service Provider will have a three month grace period from 1 October 31 December (inclusive) in which the performance will be measured, though will not be assessed. The provisions of Appendix 7 of the conditions of contract will therefore not apply to this grace period.

# Timetable

1. London Councils intends to follow the timetable below to ensure that it is possible to commence the contract in October 2016. However, London Councils reserves the right to amend the timetable should it so require:

|  |  |
| --- | --- |
| Tender Return Date | 9 March 2016 |
| Evaluation of Tenders | 10 March 2016 – 31 March 2016 |
| Interviews with shortlisted companies | w/b 4 April 2016 |
| Complete London Councils governance process /Alcatel period | 29April 2016 |
| Contract award | 1 May 2016 |
| Contract commencement | 1 October 2016 |

1. No Tenderer will be given further information at interview, or any other stage of the tender process, that is not generally provided to all other Tenderers.

# Requirements of Service Providers

1. If you are aware that the submission of your tender may give rise to a potential conflict of interest please inform Stephen Boon, Chief Contracts Officer at [Tmtenders@londoncouncils.gov.uk](mailto:Tmtenders@londoncouncils.gov.uk) A conflict of interest may arise where you are related to a member or staff officer of London Councils or you have privileged information about the organisation that places you at an unfair advantage over other competitors in the bidding process, or where your organisation is intimately involved as an agent for a party to an appeal.
2. You should be aware that the information you submit may be subject to a request for information. The provision of any information to external parties by London Councils is determined by statutory conditions provided for in the Freedom of Information Act 2000. All information provided by London Councils shall be treated by the Tenderer as confidential except where prior written consent has been given by London Councils that such information may be disclosed for the purpose of obtaining sureties and quotations in preparation for the Tender. The dissemination of information within your organisation should be on a need-to-know basis. By the deadline for the receipt of tenders, the Tenderer must submit their bid to deliver the Managed Services. All tenders must be signed in ink by directors or other managers authorised for that purpose.
3. Tenderers must obtain for themselves all information necessary for the preparation of their tender including, but not limited to, all research, investigations and enquiries to have satisfied itself as to the nature, extent, standards, volumes and character of the services to be provided. Information supplied to Tenderers by London Councils is supplied only for the general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by London Councils for any loss or damage of whatever kind and howsoever arising from the use by Tenderers of such information. No claims will be entertained whatsoever before or after the award of the contract if inaccuracies in the measurement of descriptions are discovered.

# The Tender

1. Tenders should be completed in full and must be strictly in accordance with these instructions and without qualification. For the avoidance of doubt, Tenders will not be accepted and will be disallowed by London Councils if they are:

* Qualified
* Not submitted as instructed
* Not received by the date and time specified on the Form of Tender

1. All documents must be submitted in English. All prices and rates should be quoted in pounds sterling.
2. London Councils does not bind itself to necessarily accept the lowest priced Tender or any Tender at all. London Councils will not be liable for or pay any expenses, losses or costs incurred by the Tenderer in submitting its Tender. The Tenderer shall have no claim whatsoever against London Councils in respect of such costs and in particular (but without limitation) London Councils shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by London Councils to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

# Format of Tender Responses

1. If you wish to apply, four (4) copies, plus one (1) electronic copy of your tender response for each lot that the Tenderer is bidding for should be sent to London Councils to arrive no later than 12 noon Wednesday 9 March 2016. The envelope should be plain without any reference to the Tenderer and marked: “Tender Application”. Responses should be sealed, clearly marked for the attention of Frank Smith, Director of Corporate Resources, and sent to the following address:

London Councils, 59½ Southwark Street, London SE1 0AL

1. Electronic versions of the tender will be accepted; however, only in addition to the required hard copies. Please allow for receipt of electronic tender to occur over a full working day. Tenders may also be sent by e-mail to: Tm[tenders@londoncouncils.gov.uk](mailto:tenders@londoncouncils.gov.uk) however they MUST also be received by the above mentioned due date and time. A hard copy MUST also be provided by the specified due date and time. E-mailed tenders will not be accepted in isolation.
2. If necessary, you may seek clarification on the tender process, contract terms and conditions or any of the documentation by contacting Stephen Boon, Chief Contracts Officer. All enquiries should be sent to [Tmtenders@londoncouncils.gov.uk](mailto:Tmtenders@londoncouncils.gov.uk).
3. Enquiries will not be answered if received after Wednesday 2 March 2016. Tenderers should note that responses to each enquiry will be copied to all organisations tendering (though will not identify the originator of the enquiry). On no account before the tender opening date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless London Councils redirects the enquiry. The canvassing of London Councils’ employees or members will result in disqualification.

# Non-Consideration of Tender

1. London Councils may in its absolute discretion refrain from considering any Tender if:
   1. It is not in accordance with these Instructions to tenderers and all other instructions issued by London Councils during the tender period;
   2. The tenderer makes or attempts to make any variation or alteration to the terms of the Tender Documents, except where a variation or alteration is provided or permitted in accordance with the terms thereof.

# Glossary of Terms

1. The table below provides an explanation to the definitions and acronyms contained within this document.

|  |  |
| --- | --- |
| ANPR | Automatic Number Plate Recognition |
| Authority | London Councils |
| CC | Charge Certificate |
| CCTV | Close Circuit Television |
| CMS | Case Management System |
| Core Hours | 8am-6pm Mondays to Fridays inclusive, but excluding Bank Holidays |
| CRN | Case Reference Number |
| Customer | Hauliers, Drivers |
| DVLA | Driver Vehicle Licencing Agency |
| EO | Enforcement Officer |
| HGV | Heavy Goods Vehicle |
| ID | Identification |
| KPI | Key Performance Indicators |
| LC | London Councils |
| LLCS | London Lorry Control Scheme |
| LTS | London Tribunal Service (formerly ‘PATAS’ – Parking & Traffic Appeals Service) |
| Permissions | Permissions granted to hauliers/drivers to operate in compliance with the LLCS. |
| PCN | Penalty Charge Notice |
| PHV | Private Hire Vehicle |
| PIN | Personal Identification Number |
| TEC | Northampton County Court Traffic Enforcement Centre |
| TfL | Transport for London |
| User | LC LLCS team, EOs |
| VRM | Vehicle Registration Mark |

# Requirements

1. Section D sets out London Councils’ requirements in regard to this tender. The sub-sections are grouped using letters and further sub-division of each section is made using Roman numerals.
2. Bidders should note that each sub-section is preceded by an un-numbered descriptive paragraph setting out the procedure and the administrative context, followed by a series of numbered paragraph setting out the specific requirements to support the process
3. In the response to this ITT, bidders should describe HOW they are going to meet the specific requirements. No response is required regarding the introductory un-numbered paragraphs, and any responses that may be made to these paragraphs will not be scored.

## D1: General

# Statutory and Legal Framework

1. The system shall allow London Councils to comply with all the relevant legislation including but not limited to the Road Traffic Act 1991, Road Traffic Regulation (Special Events) Act 1994, London Local Authorities Acts 1996 to 2008, Traffic Management Act 2004, Greater London (Restriction of Goods Vehicles) Traffic Order 1985, Data Protection Act 1998, Freedom of Information Act 2000 and the Human Rights Act 1998. Bidders should ensure that they have a working knowledge of these regulations and can demonstrate via their existing contracts and/or experience their understanding of how these apply to the services being sought.

A summary of the processes involved in the current operation of the scheme (ie, as supported by the existing CMS) is shown at Section F Appendix 1. Further information of the current processes can be provided on request.

# System Design

1. The system shall be a well-designed single, integrated product, which meets industry best practice (e.g. single click menus, automatic field population with known data, pick lists/prompts etc.).
2. The system must be web-based and allow access to authorised users from any location via an internet connection.
3. The system must be fully interactive for both ‘internal’ users (ie, LC and EOs) and ‘external’ users (ie, hauliers), dependant on the relevant user rights/authorisation.
4. The system shall provide a consistent, user-friendly method of operation incorporating easy to use menu structures. Each part of the system shall be operated in the same way, so that a user does not have to learn different methods of operation for different parts of the system.
5. The system must be able to open a record directly from a search result. Where there are multiple results, the system must be able to open the record by clicking on the chosen result.
6. The system must have the ability to be updated in real time. This will include PCNs issued via mobile devices, customer interaction via website (payments, appeals and digital image/video viewing, telephone and on-line payments, on-line representations, e-mail challenges, etc.).
7. The system must be able to create and interpret, check digits and search other validation marks where required, by searching by way of ‘wildcard’, e.g. using but not limited to the following: PCN numbers, VRMs, case reference numbers, name, location PIN codes for accessing web pages to view digital evidence and haulier accounts.
8. The system shall provide users with the ability to move and resize viewing windows
9. The system should allow users to work on multiple cases simultaneously by opening a new window for each case
10. The system must allow multiple windows from the same and/or different parts of the system to be open at any one time on a single user screen, with the ability to switch easily between them and without degradation or loss to any work within the open windows. For example, the system must allow users to open more than one PCN record at one time.
11. The system must allow for multiple PCNs with different enforcement types and their various recovery stages to co-exist on a single case, depending on the relevant criteria that apply to each PCN, for example, where PCNs that have been issued for a single contravention to both an Operator and the vehicle’s Driver.
12. The system shall provide full audit trail including the date and time of all transactions processed and notes added, including user identification. Notes must not be editable except where prescribed otherwise in this document.
13. The system shall have the facility to enable/disable user permissions (as distinct from scheme permissions) for certain transactions, such as authorisation of refunds and cancellations by a manager.
14. The system shall have the ability to create a case on the CMS without needing to create a PCN for the case, eg, so that potential contraventions can be recorded and correspondence exchanged prior to deciding to issue a PCN. The information held for the case shall include, but not be limited to, a case reference number, the EO ID number, the VRM and make of the relevant vehicle, the date and time at which the vehicle was observed, the location where the vehicle was observed, notes and the borough in which the vehicle was observed.
15. The system shall have an option to allow users to link cases on the CMS that share common data (eg, VRM, haulier name, driver name, location, time).
16. The system shall provide the following portals for user/customer access, which shall be integrated as appropriate with the LC website and ICT infrastructure:

* **Permissions portal -** provision of a haulier portal hosted within the CMS. Accessible by the general public and LC staff. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS
* **Complaints portal -** provision of a complaints portal for LLCS hosted within the CMS, accessible by the general public and LC staff. Customers should have the capability to add personal details and free text and for LC staff to respond directly to the customer through the portal. It would be useful if the information contained within can be exported using Microsoft software i.e. CSV file. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol)
* **On-line Representations -** provision of an on-line representation application allowing the general public to enter personal details, PCN details, upload images/word documents, etc. Have the capability to link cases to the CMS and allow LC staff to respond via the portal to the general public. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS
* **Payments** - provision of an automated web/IVR payment portal hosted within the CMS accessible by the general public and LC staff. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS, matching payments made to PCNs issued. The portal should be fully compliant with the relevant Securitymetrics standards, see details at: <https://www.securitymetrics.com/>

## D2: Enforcement Processes Support

The CMS must provide IT support to the following key enforcement and administrative processes:

* Permissions
* On-street enforcement & EO observations of contraventions
* Updates to the CMS to input data
* LC administration staff progression of each observation to DVLA or to records held within the CMS database.
* Correspondence handling
* Appeals
* Charge Certificates
* Recovery of debt
* Payments.

The system requirements to support each of these processes are set out in the following sub-sections.

# Permissions

The LLCS allows hauliers to travel within the controlled area, with a need to make deliveries/collections within the controlled hours of the scheme. Hauliers are required to engage with London Councils by making application for permission for their vehicles to do so. The database currently holds in excess of 66,000 vehicular information records and the contact details of approximately 3,600 hauliers.

The system must enable authorised users to:

1. Add, amend or remove permissions on the CMS database.
2. Define the data fields required to be entered by the user when applying/updating/adding permissions.(see file layout at Section F Appendix 3)
3. Configure under an authorised users control, the permission length (ie, timescale), the unique haulier reference number and all associated details.
4. Record permissions against address records.
5. Handle permission applications and renewals made online.
6. Assign each permission with a unique reference number.
7. Search for permission records using different criteria, such as the address, the holder’s name and/or the vehicle registration mark, or unique reference number.
8. For the user to renew a permission using a single action, without re-entering details such as the name, address and vehicle registration mark in instances where this information has not changed.
9. Log applications received and create a queue which can be viewed from within the system with the ability to later mark applications as completed and remove them from the queue.
10. For LC administration staff to move permission applications to user queues through workflow.
11. For LC staff to create permission restrictions and add notes to explain why the restriction has been added if it is not a general restriction. For example, the ability to restrict permissions to certain times or routes.
12. For an authorised user to set a permission start date in the future or the past with the ability to restrict how far this may be set.
13. Store and maintain permission applications, customer evidence and all related documentation for the length of time specified in LCs data retention policy
14. Generate a renewal notice automatically for expiring permissions and where an email address has been entered for an applicant, the system must send an email reminder when permissions are due for renewal.
15. View permission history for each valid vehicle and permission address.
16. The permission history shall include data such as: date and method of reminders being sent, the date and time of permission issue and the date and time of permission expiry.
17. View (in ‘read-only’ mode) a vehicle’s PCN status of a case, including payment detail and date of next action, when issuing/updating a permission. For example, to view for a given VRM the status of any outstanding PCNs, those on appeal and/or those that have been transferred to a bailiff for debt recovery, etc.
18. Generate bulk correspondence to multiple addresses automatically.

# On Street Enforcement &Contraventions

Contraventions are captured by a team of EOs at the roadside, who observe vehicles and make manual records of possible contraventions of the scheme in their pocketbooks. This data is subsequently updated onto the system, allowing the information to be processed by the administration team.

The requirements for recording contraventions on the system are as follows:

1. The Tenderer should demonstrate the ability to provide a robust integrated system (on a hosted platform) to allow for electronic methods of capturing contraventions data. including an option for the use of Automatic Number Plate Recognition (ANPR) software and appropriate mobile devices.
2. The details of each potential contravention must be captured and uploaded onto the CMS. This update process must happen at least on a daily basis, or more frequently, depending upon the mode of data capture employed. Suppliers must propose a number of options for data capture and upload, including using a mobile device such as a digital camera, or a PDA/tablet, or allowing users to continue to record data ‘manually’ on a pocket book (ie, as now) and subsequently update the system directly by data entry from a PC screen. Where a digital camera is proposed, the supplier must set out the upgrade/migration path for the move from existing methods of data capture to the use of the hand-held mobile devices.
3. Bidders should also describe and price for ANPR software and appropriate hardware, including mobile devices that support working in the hours of darkness and in moving vehicles by enforcement officers for the purposes of assessing traffic contraventions on street and/or monitoring compliance with the scheme. London Councils retains the right not to exercise this option.
4. The system must allow contraventions data captured on mobile devices to be uploaded onto the CMS either in real time or via an overnight transfer of data in batches, or via a streaming upload, where the mobile device polls the CMS and uploads the data whenever a suitable data-transfer link can be established.
5. The system must hold a pre-defined list of the locations to be used for observations from which the user can make a selection (if they so wish), or alternatively, the system must enable the user to record the location of any ad hoc observations made outside of the pre-defined list.
6. The system shall maintain full audit details relating to the capture of an observed contravention, including but not limited to: date, user ID, time, etc.
7. The system should optionally provide the facility to capture digital data and images of observed contraventions from CCTV systems, which could be operated by either a local authority, the Metropolitan Police, TfL or another party. These files will be sent electronically via the internet or transferred via secure magnetic media such as an encrypted flash drive. The system must allow for storing the digital clips against a case, together with the location, date and time at which the video/image was taken. Bidders should also describe and price for this option, including any required software and appropriate hardware. London Councils retains the right not to exercise this option.
8. The system shall have the ability to automatically identify and discard duplicate contraventions, where these match on VRM, time and location. The system shall allow the user to review potential matches, if required, prior to the duplicates being deleted by the system.

# Penalty Charge Notices

The cycle of PCN progression are set out in legislation, following strict timelines. The main stages of progression and timelines are set out in the table at Section E Appendix 1 and are summarised below:

* PCN issued within 28 days of the contravention date
* Representations (if applicable) received within 28 days of date of PCN issue
* Formal response from LC within 56 days of receipt of the representation
* Appeal (where this right is exercised) lodged with LTS within 28 days of the Notice of rejection service date
* Charge Certificate issued 28 days after PCN issued where no payment or no appeal lodged, or 28 days after an appeal decision
* Debt Recovery issued 14 days after the Charge Certificate has been issued
* Warrant Recovery 21 days after no payment received.

The system shall have the ability to set parameters for automatic progression through each stage of the cycle, with or without user intervention. The LLCS is unique in the way PCNs are issued, in that there may be two separate notices for one contravention, (haulier and driver). Each contravention requires a case reference number, which must be consistent throughout the life cycle of the charge(s), regardless of how many PCNs it refers to. There are ‘standard’ charges for a haulier PCN and a driver PCN, both of which have a 14 day prompt payment reduction of 50%. If a Charge Certificate is issued the value of the charge increases by 50%. If the charge is registered as a debt a further £7 is added to the charge.

The standard charges for haulier/driver PCNs are set out in the table below:

|  |  |
| --- | --- |
| **Haulier PCN** | **Driver PCN** |
| £550 (full value) | £130 (full value) |
| £275 (paid within 14 days) | £65 (paid within 14 days) |
| £825 (Charge Certificate issued) | £195 (Charge Certificate issued) |
| £832 (Debt registration) | £202 (Debt registration) |

The seven main steps (for the LLCS team) within the process are:

* Enquiry letter
* PCN issue
* Response to representations
* Appeals
* Charge Certificate
* Debt Recovery
* Warrant Recovery

The system must:

1. Support the automatic progression of PCNs in accordance with timescales defined by legislation and any amendment thereto; including the defined minimum and maximum elapsed periods between the various recovery stages as set out in the relevant legislation (currently the London Local Authorities and Transport for London Act 2003) and/or recognised Codes of Practice/Conduct and Statutory Guidance.
2. Allow for the automatic creation and progression of enquiry letters (these are sent to hauliers with permissions in respect of potential contraventions, allowing the haulier to respond with any reasons that might apply which would mitigate the contravention and obviate the need to issue a PCN) to be sent to hauliers, to the addresses as listed on the permissions database.
3. Allow for automatic progression to continue after manual intervention depending on the action selected by the user.
4. Enable progressions to be mapped by current status of the PCN. For example, progression to the next PCN stage such as representation should only be followed by the action of a rejection or acceptance. There shall also be the ability for authorised users to maintain this mapping easily.
5. Allow permitted users to extend pre-defined timescales manually, between each stage of progression unless this contravenes the relevant legislation.
6. An option whereby there is the ability for the user to review an action regarding the progression of a PCN, prior to the system automatically progressing the PCN to the next stage.
7. Automatically calculate the amount of money due at each relevant stage of progression, with the ability to adjust the outstanding charge automatically so that it corresponds with the stage of progression that has been selected.
8. Be capable of automatically updating and recording the time, date and frequency of each automatic progression.
9. Allow authorised users to re-open a closed or cancelled PCN and allow it to resume its normal progression from the stage of progression selected.
10. Enable users to select a number of cases individually or in a group (via search results) and progress them to a pre-defined stage in bulk.
11. Allow for a user to change the current keeper details held on a PCN or to add new keeper details.
12. Have the ability to automatically add a specified address to multiple PCNs.
13. Have the ability to check address details against a recognised and reputable property gazetteer.
14. Allow an authorised user the option of moving the progression of the PCN back to the first relevant stage or to a different stage manually, if keeper details are changed or added.
15. Retain a record of the original keeper details, where keeper details are changed or added, to the system.
16. Allow for the pre-defined stages of progression governed by internal or legislative timescales and, highlight any cases where timescales have been exceeded before further automatic or manual progression takes place.
17. Allow authorised users to cancel or write off PCNs.
18. Allow users to suspend progression of a PCN indefinitely or for a defined period of time with the ability for the system to highlight charges that are on hold for longer than 14 days.
19. Enable users to revert a PCN to an earlier stage in the relevant PCN process at any time with the ability to remove surcharges and/or apply discounts as needed.
20. Enable users to create and add correspondence to a case before a PCN notice is entered.
21. Have the ability to automatically assign the next available case reference number on creation of a case.
22. Provide for two PCN types to be attached to each case number (one for the haulier and one for the driver).
23. Include the facility to have different penalty levels for the two types of PCN.
24. Be capable of differentiating between PCN types and allow them to run independently and/or concurrently under the relevant case.
25. Provide to the user (eg, via a drop-down menu) a pre-defined a list of contravention types (as supplied by LC) from which the user can make a selection.
26. Allow for the automatic generation of a PCN where owner/keeper details are known and a user-defined number of days have elapsed since the contravention where the case has not been cancelled or on hold.
27. The ability to populate a PCN with indicative data, to include but not limited to: PCN number, date of contravention, date of issue, location, EO, ID etc (as defined by LC).
28. Provide the facility to view single or batch PCN, with the ability to select/deselect prior to sending/printing.
29. Allow authorised users to generate new addresses and PCNs for transfer of liability to other Owner/Keeper/Driver detail.
30. Provide for the creation, storage and maintenance of statutory notices including, but not limited to: PCN, Charge Certificates, Orders for Recovery and Warrants of Control (as defined by LC).
31. Support the automatic generation of Statutory Notice at a pre-defined stage of progression with a record of the date and time it was generated.
32. Log the date and time a Statutory Notice is printed.
33. Lock CMS data related to printed Statutory Notices, so that there can be no subsequent adjustment to any of the relevant information.
34. Enable users to reproduce a printed notice at a later date with a corresponding record of the action on the system.
35. Enable an authorised user to mark a printed notice as unsent and to produce a new or replacement notice.
36. Provide for the creation, storage and maintenance non-Statutory Notices and letters such as permission reminder letters and ad hoc correspondence.

# Correspondence

PCN processing creates a large amount of correspondence and evidence, which must be stored on the CMS and can be accessed in a user-friendly format.

The system must provide:

1. The ability to store copies of physical correspondence and associated evidence, (including photos, letters, emails, receipts, invoices and delivery notes), that will be scanned or uploaded onto the system, with the ability to index correspondence and assign it to individual/multiple cases. An automatic update of the time, date and user adding the correspondence should be added to the audit history for the case.
2. The automatic generation of an acknowledgement email for received correspondence, details of which will be stored with the case
3. When any correspondence is received, the case must automatically be placed on hold for subsequent user review, prior to the record being released by the user so that the case can proceed to the next enforcement stage.
4. The facility to view other PCNs linked by the same VRM, with the option to select whether the correspondence should also be logged against them.
5. Correspondence and associated evidence to be accessed by users from within the PCN display screen (eg, via the opening of another window on the PC screen with the evidence displayed therein) with the ability to enhance, rotate and zoom the evidence when viewing it.
6. At the point of assigning correspondence to a particular case, the ability for the user to search for the relevant case/PCN via a method other than via the PCN number, such as the VRM, the name and/or address held on the charge, the case reference number (CRN), the appeal reference number, the date of contravention or the location of the contravention.
7. When assigning correspondence to a particular case, the system must display the current status of the case after the user has entered the relevant PCN or CRN.
8. The ability to store ‘unidentified’ correspondence (ie, correspondence for which it is not possible to determine which PCN/VRM it relates to) and/or associated evidence within a holding file and allocate a temporary CRN. Where the correspondence is subsequently identified to belong to an existing case/PCN, the system should merge the records and delete the temporary CRN.
9. The system must generate an acknowledgement email for any ‘unidentified’ correspondence, requesting the sending haulier/driver to provide the notice number and the vehicle registration mark. If the haulier/driver responds with the requested data, the system must alert the user to update the case record and log the correspondence against the relevant PCN.
10. The automatic indexing and assignment of correspondence received via the on-line portal to the relevant PCN.
11. The production of letters or emails notifying customers of any decision taken regarding a case.
12. An authorised user to have the ability to select a cancellation code, automatically cancelling the case with a prompt to enter a note on the case record.
13. An authorised user to have the ability to remove the hold status of a case with a prompt to enter a note on the case record.
14. An authorised user to have the ability to generate a refund request against any amount already paid on a PCN, with a prompt to enter a note on the case record.
15. An authorised user to have the ability to override the charge amount on a PCN and specify any amount to be accepted in full settlement of the outstanding charge, with a prompt to enter a note on the case record.
16. The system must enable the user to access the relevant correspondence directly from the case record, eg by opening and viewing of correspondence from within the PCN OR CASE display screen, with the correspondence displayed in another window, or by any alternative method that provides the same user functionality.
17. The creation, storage, and maintenance of pre-defined letter templates and a paragraph library of standard phrases (to be provided by LC) to generate responses to correspondence.
18. Letter templates to appear in letter format when being created by the user, i.e. the system should display the letter template as the recipient would see it, rather than simply providing the author with form fields to complete or insert into the letter.
19. The paragraph library to be accessible from within a letter that is being edited and for user-selected paragraphs to be inserted directly into the letter.
20. The ability to customise the content of any generated letter.
21. The saving of draft versions of letters with the ability to return to the letter at a later time/date for completion.
22. The ability to merge data from the PCN record into a letter that is being edited. This shall include, but not limited to, date of issue, VRM and PCN.
23. The facility to switch from the letter that is being edited to scanned correspondence and back to the letter, or to display more than one item (ie, letter and/or scanned correspondence) on the screen at the same time.
24. The user to either print letters on a local/network printer or to send them to a print queue and/or file, which can be printed internally or by a third-party.
25. The ability to mark a letter as finalised and printed with a log of the date, time and user.
26. The facility to lock a letter and remove the ability to edit it once it has been finalised and confirmed as such.
27. The authorised user to respond to more than one PCN. The system must answer them all with one letter/action without having to copy and paste, and without having to go into each PCN to progress individually.
28. The ability to progress a PCN automatically to a pre-defined stage after marking a letter as finalised.
29. The ability to send a letter via email or via web-based portal and record the method of sending automatically.
30. The facility to select a cancellation option and for the user to be given a choice letter generated before the PCN is closed.
31. The facility to maintain and add records of all enquiries received in person, by post, by telephone, by email, by fax or via an online form to the relevant case in the CMS.
32. The referral of enquiries to a user automatically via the system’s ‘workflow’ operation.
33. The highlighting to specified users of enquiries that are nearing deadlines for response.
34. The ability for an authorised user to refer an enquiry electronically to a senior member of staff and record as such and for the enquiry to be returned to the originator.
35. The facility to assign each enquiry a unique reference number.
36. A search facility where it is possible to open an enquiry individually or open it directly from the case (PCN, permission record etc.) against which it has been logged.
37. The logging of different types of enquiry including those made about PCNs, permissions and payments and the facility to free-text enquiry notes.
38. The system to have an option for the user to select type of note taken e.g. telephone call, post, email etc.
39. The system to have the functionality for users to add notes to one or more cases at any time during the cycle of a PCN.
40. Notes added to the system should only be editable by the user that originally entered the relevant notes.
41. The facility to print a copy of a logged enquiry in a presentable format, which can be handed to customers.
42. The ability to respond to email enquiries, from within the system, where the customer has provided email details.
43. The ability to identify full postal addresses from post code and house number. Where a 3rd party application is used to verify the address the Supplier must state which systems are compatible with the Supplier’s solution and the associated annual licensing and related costs. The return file from the 3rd party application should be editable by the user.
44. The facility to enter new or updated address details at time of scanning or any other point in the administrative process.

# On-line Representations and Challenges

London Councils requires the service to provide the ability for customers to correspond directly through a managed portal. This will enable efficient communications, allowing the customer the ability to view progress status on individual cases.

The system must have the ability to:

1. Respond automatically to all correspondence received electronically, either by email or via a web based portal.
2. Allow customers to challenge PCNs (i.e. make representations) on-line, automatically indexing the challenge to the relevant PCN.
3. Pre-define the data required to be entered by the user when logging enquiries.
4. To prompt customers to enter e-mail and postal addresses, phone numbers, names etc.
5. For customers to upload supporting documentation/evidence which will be indexed to the relevant CRN/PCN, eg, digital photographs, scanned delivery notes, Word documents, etc, in accordance with an authority defined file size limit, and without reducing the overall performance of the system.
6. Recognise incoming correspondence as a document that can consist of one or more pages / images of varying type e.g. letter, PCN, receipts, photos etc.
7. Identify what stage a PCN is at, and assign any correspondence to particular a queue, whilst placing the case on hold, automatically generating an acknowledgement response.
8. Store scanned colour images of physical correspondence (letters, photos, etc.) against the relevant case, together with the date and time of uploading.
9. To have a separate functionality allowing the public to log complaints. The system should allow the user to free text, log postal/email addresses, telephone numbers, locations, times dates etc.
10. The public complaint portal shall have the ability to upload documents/images using a browser tool or email attachment. It should allow the user to enter, edit and save up to a user-defined file size-limit (as defined by LC).

## D3: APPEALS & CHARGE CERTIFICATES

# Appeals

London Tribunals are an independent arbitration service that considers appeals made against PCNs issued by London Local Authorities and Transport for London. The appeals service was put in place to give appellants the right to appeal against a decision made by a local authority requesting payment for a PCN, after submission of their representation had been rejected.

The adjudicators’ decision is legal and binding, however if the local authority or the appellant disagree with the decision they do have the right to further contest the decision in the High Court.

The standard[[1]](#footnote-2) appeals process involves the following steps:

* LC rejects haulier / driver representations
* Notice of Rejection sent by LC to haulier / driver with official LTS appeal form
* LTS informs LC that an appeal has been lodged (via electronic database)
* There are approximately two weeks for LC to respond with a witness statement outlining the reasons why LC contests the appeal status.
* LC responds in writing, uploading the witness statement directly onto the LTS CMS.
* The case is heard by an LTS adjudicator
* A decision is made by the adjudicator on the basis of the evidence provided by the parties
* LTS informs LC that an appeal has been decided (as either ‘Allowed’ or ‘Refused’)
* Allowed = appellant has won the case (case closed); Refused = appellant has lost the case (payment requested).
* Following the decision, parties have the right to ask the tribunal to review the decision or to make a further application for the award of costs.

All PCNs issued are subject to the appeals process. This service is carried out by the London Tribunal Service (LTS), and provides an independent platform whereby the recipient of a PCN is given an opportunity to have their case reviewed before an independent adjudicator. There are three grounds for appeal for both the haulier and/or the driver, as shown in the table below:

|  |  |
| --- | --- |
| **Haulier** | **Driver** |
| I was not the operator of the vehicle at the time the alleged contravention of the order took place; | I was not the person in control of the vehicle at the time the alleged contravention of the order |
| There was no contravention of the lorry ban order; | There was no contravention of the lorry ban order; |
| The penalty exceeded the amount applicable in the circumstances of the case. | The penalty exceeded the amount applicable in the circumstances of the case. |

1. London Tribunals requires that all appeal related communication is carried out electronically. The incumbent supplier of back office services for LTS, Northgate Public Services Ltd., will shortly be releasing a schema that sets out the requirements for electronic transfer. The system requirements for the transfer of information for Appeals data to and from the LTS must include but should not be limited to the following:

Inbound communications

1. date appeal lodged with the LTS
2. appeal reference number;
3. type of hearing (personal or postal);
4. grounds under which the appeal was made and any additional comments;
5. hearing date(s) including revised dates;
6. adjournment date(s) including revised dates;
7. date evidence must be sent to the LTS (including revised dates);
8. outcome of the appeal and reasons given for substantiating the outcome; and
9. details of any costs awarded by the LTS Adjudicator responsible for the appeal
10. Date of Appeal decision

Outbound communications

1. record of the details supplied by London Councils to LTS, including the date they were sent;
2. date copy evidence was sent to the appellant;
3. witness attendance requests;
4. Evidence packs
5. User responsible for the Appeal
6. Scan, index and assign appeals from the LTS and automatically adjust the stage description and apply any relevant holds.

The system must have the ability to:

1. Duplicate and create standard forms, for evidence packs, supplied by LTS, with the ability to edit, print or attach to an Appeals pack to be electronically sent to LTS.
2. Create and print an evidence pack easily with copies of each piece of evidence, each item of correspondence, each notice and any related documentation.
3. Process evidence and correspondence related to appeals electronically including the ability to electronically send evidence packs to the LTS in a format that fulfils their requirements.
4. To log progress whether there is an adjournment, a withdrawal, a request for further evidence, a decision, a review or a cost application.
5. To search for an appeal by the case reference number or the appeal reference number. Where this applies to more than one PCN (for example, if a PCN were issued to both driver and haulier), the cases shall be provided in list form, whereby the user can select the relevant case and it can then be opened directly.
6. To lodge an appeal against two or more PCNs under one appeal reference number, the system must to log a different decision against each PCN.
7. To suspend the automatic recovery action of the PCN once an Appeal has been logged.
8. To allow users to select and print any documents, photos, scanned documents including witness statement relevant for the specific appeal.
9. To allow the original hearing date to be updated if the hearings are rescheduled. The user will input the outcome of the appeal to progress a case to the next stage.
10. To record and update the date and reason where LC does not contest an Appeal, preparing the appropriate letter to be sent to LTS and the appellant.
11. To record any correspondence from the appellant if the appeal is withdrawn before the hearing.
12. The system must store and maintain copies of standard forms (for evidence packs) supplied by the LTS with the ability to edit and print them.

# Charge Certificates

Charge Certificates (CC) are issued 28 days (or thereafter, at user discretion) after non-payment of a PCN or no formal representation has been submitted. The charge increases by 50% when the CC is issued, as follows:

* Driver PCN £130 increases to £195.
* Operator PCN £550 increases to £825.

There is no legal requirement to respond to any further representation at this stage; however it is good practice to respond to all incoming mail.

The process for Charge Certificates involves the following steps:

* Issue CC within statutory guidelines
* Payment increased by 50%
* Correspondence received – respond
* No payment – issue Order for Recovery of unpaid Penalty Charge Notice

1. The system shall progress the PCN automatically and include any additional time period for payment, before automatic issuance of a CC, incorporating the relevant amount then required for payment, with the time defined for the issue of the CC under user control
2. The system shall record the receipt of any correspondence received/sent in relation to the CC.

## D4: Debt Recovery

# Debt Registration

If a PCN remains unpaid after a CC has been issued, LC will register the outstanding payment as a debt. This functionality is an electronic process via a secure email account, provided by TEC.

The system shall provide for:

1. Provide information and data to TEC in the format required by it. The detailed technical specification is provided by TEC, which must be strictly adhered to. The Service Provider must check the accuracy of the specification provided by TEC and verify with the Authority that it is up to date, and also ensure that sufficient time is allowed for testing the TEC link prior to system live running.
2. Cases at an eligible and pre-defined stage to be batched in preparation for electronic exportation to TEC.
3. A batch containing several PCNs to be identified by the unique 10 digit PCN number e.g. LB00123456 and followed by a 0 (LB001234560). The system will be required to have the ability to re-register PCNs several times, and must have the facility to change the PCN numbers from 10 digit to 11 digits, for example on the second registering the PCN number would change from LB00123456 0 to LB00123456 1 and so on.
4. The production of a unique reference number for each batch. For debt registration the batch will start RLB and for warrant registration the batch will start WLB.
5. The production of a Global Certificate and Advice Note for each batch with the ability to imprint an electronic signature on each certificate.
6. The ability to transfer Data Batches, Global Certificates and Advice Notes to the TEC electronically.
7. The recording and storage of each batch sent to TEC, including information such as whether the transfer was successful or failed/rejected, with the ability to recall and view it a later date.
8. The ability for a rejection batch, to have the capability to remove the PCN(s) responsible for the fail and to resend the batch to TEC.
9. The progression of a successful batch to be automatically progressed to a pre-defined stage and to generate an Order for Recovery/Warrant of Control for all PCNs within that batch.
10. The system to store scanned statutory declarations against the relevant PCN with the ability to open, view and print them from within the PCN display screen.
11. The facility to record the date on which each registration was posted, either as a batch by date generated or by individual PCN. The system must show in the case history, the batch identifier and whether successful or rejected.
12. To automatically process files returned by TEC, flagging rejected files for investigation or to show accepted files in case history with the batch identifier.

# Warrants & Bailiffs

London Councils currently work with three bailiff companies who enforce registered debts on its behalf across England. The bailiff companies are mapped to geographical areas for enforcement, to ensure LCs debtors are not approached by more than one bailiff company, keeping duplication or error to a minimum.

The system must have the ability to:

1. Progress PCNs within a successful warrant batch automatically.
2. Progress to a pre-defined stage and assign warrants to bailiff companies according to postcode.
3. Assign warrants to bailiff companies within a required format, usually an excel, XML or CSV file
4. Allow authorised users to send/hold warrant notifications from the system to the bailiff systems.
5. Receive and record messages from the bailiff companies through the system.
6. Automatically write the Warrants of Control to a pdf file and have the capability to select/deselect for bulk sending to one or more bailiff companies for action.
7. Produce warrants to files for transmission to the bailiff company, for input onto their internal systems, and record the date on which the Warrants are sent.
8. Update a case status to show PCN at bailiff.
9. Print warrants (in PDF and/or TIF format) for selected bailiff companies, or to automatically send a pdf file to the bailiff company.
10. Produce and store warrants in a non-editable TIF format to each case, once the action has been completed.
11. Record the date and time of TEC registration and warrant issue.
12. Automatically process payments collected by bailiff companies, that are supplied electronically and close cases where the payment received is sufficient to cover the charge showing the amount paid.
13. To process unpaid warrants, supplied on a file by the bailiff companies, closing cases where the reason for non-payment code is one of those defined within the system (e.g. gone away, warrant out of date) and flagging all other unpaid warrants for investigation.
14. Produce a file of payment confirmations to bailiff companies from LC.

# Statutory Declarations

Statutory Declarations can be applied for by the debtor and granted by TEC. There are two types of Statutory Declaration. In-time (this is applied for once an Order for Recovery has been issued). Out-of-time (this is applied for once a Warrant of Control has been issued). At each stage, and if agreed by TEC, the issuing authority is ordered to revoke the Order for Recovery or Warrant of Control and Charge Certificate and either re issue the PCN or contest TECs decision.

* The debtor can only apply for an In-time Statutory Declaration using form PE2, on the following grounds: I did not receive the Penalty Charge Notice
* I made representations about the Penalty Charge Notice to the enforcing authority (London Councils) within 28 days of service of the notice to owner but did not receive a rejection notice
* I appealed to the Traffic Adjudicator against the enforcing authority’s decision to reject my representation, within 28 days of service of the rejection notice but have had no response to my appeal.

To apply for an out-of-time Statutory Declaration the debtor can only apply using form PE3, providing contact details and reason for application.

If Statutory Declarations are accepted by TEC, the system must have the ability to:

1. Scan, index and assign Statutory Declarations and automatically adjust the stage description and apply any relevant holds.
2. Prompt for the relevant reason, which shall be visually reflected in the PCN screen.
3. Electronically request a bailiff places a hold on a warrant indefinitely or for a set period of time.
4. Accept evidence and correspondence relating to Statutory Declarations electronically.
5. Record Statutory Declarations on Grounds 1 - 3.
6. Progress Statutory Declarations and Witness Statements on Grounds 1 - 3.
7. Compile responses (evidence pack) to LTS in relation to accepted Statutory Declarations. This must mirror the documentation set out in the Appeals section of this document. The evidence forms from LTS will differ for these cases.
8. Compile evidence packs for TEC in relation to Statutory Declarations. This should be accordance with the Civil Procedural Rules and in accordance with the Code of Practice issued by the County Court Bulk Centre issued by Northampton County Court. This includes the ability to send forms and evidence by e-mail or web-based portal.
9. Hold the progression of a case on receipt of a Statutory Declaration, prompting the user to enter the grounds applicable.
10. Generate a new PCN or collate the evidence for sending to LTS, depending on the grounds indicated by the user.
11. Generate relevant correspondence opposing the Statutory Declaration.
12. Generate a user defined email or letter to the appropriate bailiff, if a warrant has been issued.

# N244s

An N244 Application Notice is a document by which the applicant (ie, the recipient of a PCN or the Authority) states their intention to seek a Court Order to object to TECs decision. The process is governed through the applicant’s local court and falls outside of the TEC process.

If a N244 is accepted by TEC, the system must have the ability to:

1. Scan, index and assign N244s and automatically adjust the stage description and apply any relevant holds.
2. Prompt for the relevant reason, which shall be visually reflected in the PCN screen.
3. Electronically request a bailiff places a hold on a warrant indefinitely or for a set period of time.
4. Accept evidence and correspondence relating to N244s electronically.
5. Record N244 applications and their acceptance/denial by local county courts
6. Progress N244s and Witness Statements on Grounds 1 - 3.
7. Process N244 applications allowing the authorised user to respond to TEC and a respondent’s local County Courts for postal and personal hearings.
8. Hold the progression of a case on receipt of a N244, prompting the user to enter the grounds applicable.
9. Generate a new PCN or collate the evidence for sending to LTS, depending on the grounds indicated by the user.
10. Generate relevant correspondence opposing the N244.
11. Generate a user defined email or letter to the appropriate bailiff, if a warrant has been issued.

## D5: Payments

Payment of PCNs can be made by companies or individuals, and processing of the payment is undertaken by LC staff. The system must be capable of identifying the PCN stage and the correct value associated with each stage.

The system must have the ability to allow:

1. Drivers / Hauliers to make payments through the system via a number of different methods and record all details.
2. LC staff to process payments the system via a number of different methods and record all details.
3. Methods shall include, but not be limited, to:

* credit/debit card transaction by phone or via the internet
* By cheque, postal order or bank draft
* Cash.

1. Credit/debit card processing software to be integrated in to the CMS fully.
2. A cheque, postal order or bank draft to be manually input onto the CMS, with the details of the payment recorded for auditing.
3. The payment of multiple items in one transaction. E.g. for a haulier to pay the driver and operator’s PCNs together.
4. Authorised users to accept part payments in full and final settlement of a PCN.
5. Authorised users to process an underpayment and for the user to select whether the case shall close or progress.
6. Authorised users to adjust a PCN to accept a reduced amount for a designated period of time with the ability for the PCN to revert automatically to the full amount at the end of the designated period of time.
7. Alternatively, where a user has agreed to accept a part payment, there shall be a facility to highlight this via the PCN display screen. This shall include, but not be limited to:

* The amount accepted
* The date the reduced amount is accepted.

1. Automatic closure of PCNs when the authorised user has agreed to accept a part payment and where the part payment has been received. This applies to both single and bulk transactions.
2. Authorised users to adjust the outstanding amount of a PCN and for such changes to be recorded in audit trail.
3. The generation of a receipt with details of the transaction.
4. The automatic recording of details of the user, the location, the method of payment and the time/date of a transaction.
5. The creation of all financial transactions automatically with the ability to recall such data via different search criteria. E.g. date/time/PCN specific.
6. To create an individual financial audit trail automatically for each PCN including, any payments and/or refunds.
7. Users to see the outstanding amount owed with a breakdown of how the charge is formed.
8. The setting of payment restrictions. For example, the system should have the ability to prevent a payment being accepted when a case has been progressed to a bailiff company.
9. Authorised users to override payment restrictions.
10. All unassigned payments to be searched with the facility to reassign those with incorrect or non-existent PCN numbers.
11. Authorised users to refund a payment and to reflect this with details of the date, time, user, amount and method.
12. The registration of a cheque payment as ‘bounced’ and to reopen the PCN and adjust the amount and progression accordingly.
13. The storage of a record of debtor names and vehicle registration marks where charge backs and/or bounced cheques have been received, with the ability to check this list automatically and highlight relevant information when payments are processed.
14. Credit/debit cards to be authorised by system with a reference number provided. Suppliers should list the capability of the system in detail.
15. Users to process check and audit refunds made either directly from the system, by LC, our web acquirer or automated telephone system provider.
16. The ability to record and track overpayments and underpayments, and flag these when relevant. Automatic adjustments at a later date must be possible.
17. The handling of refunds and/or allocations as required. This should be supported for all payment types, e.g. cash, cards, cheques, postal orders, etc.

## D6: Reports &Document Production

# Reports

It is a requirement for London Councils to monitor compliance, manage staff and workflows, create reports for financial and auditing purposes etc. In order for this to be carried out effectively a suite of management reports must be supplied. A list of standard reports that are required is shown in Section F Appendix 2.

The system must provide:

1. A suite of standard reports covering areas such as, but not limited to :

* enforcement officer activity detailing times, dates, number of sightings and locations;
* income reconciliation detailing PCN number, amount, time and date of payment;
* payment statistics, with the ability to calculate records on a rolling period e.g. 6 months;
* cancellation statistics by cancellation code, with the ability to calculate records on a rolling period e.g. 12 months;
* correspondence statistics relating to specific letters printed;
* PCN status statistics relating to numbers issued, type issued etc. with the ability to calculate records on a rolling period e.g. 12 months ;
* permission statistics to include number of vehicles, hauliers and applications;
* user activity to include, system capability, usability, downtime, uptime etc;
* third-party statistics (for example, DVLA, TEC etc.);
* bailiff statistics to include, number of issued warrants, time and date of issued warrants etc. with the ability to calculate records on a rolling period e.g. 12 months

1. Facilities for users to create their own ad hoc reports using criteria submitted to the system via an easy-to-use report writer.
2. There shall be the facility to request ad hoc reports from the Supplier’s support team and, where required, for any such reports to be added to the existing suite of reports.
3. There shall be the facility to request ad hoc data to be extracted from the database(s) by the Supplier’s support team and presented to the user as a document in a suitable format such as a Microsoft Excel spreadsheet or Word document.
4. The system must export and save reports in a number of different formats.
5. The system must allow for reports to be run at any time of day without degradation to the work of other users and to the system operating speed. That is to say, running a report shall not affect the normal operation speed of any part of the system.

# Printing

The system must provide:

1. The efficient management of all print jobs including single and bulk printing.
2. The management of all print queues and the ability to re-organise the order of print jobs.
3. The ability to print to a local/networked printer or to send documents to a queue/file for transfer to an external third-party.
4. Users to review, on screen, the contents of a bulk print file before and after printing, allowing random checking for auditing purposes.
5. Users to remove items from an unprocessed print file. For example, before a print file has been processed there should be the ability to remove items that no longer require printing. This shall be the opposite for processed print files, where items shall be locked and irremovable.
6. Users to have the ability to select/deselect any correspondence from a print queue before printing.
7. The facility to update a PCN with historical details of printing.
8. Batch runs to take place in the background without locking use of any other application in the processing system

## D7: Integration with Other Systems

The LLCS team works with several internal departments and external agencies that require system access and/or data transfer to process data for PCN progression activity, including

* Other London Councils departments, such as Finance
* DVLA
* LTS
* TEC
* Bailiffs
* CCTV links.

The system requirements in respect of these links are set out below:

# London Councils Departments

1. The system must interface with the LC office software. The central system must support, but not be limited to, Microsoft Windows 7 / Chrome Office 2011 Service Pack, Firefox and Internet Explorer 11 and above.
2. The system must interface with the scanning and indexing software/equipment used by LC to capture paper correspondence/evidence/images onto the CMS. (The scanning equipment currently used are Epson Workforce DS7500 colour scanners driven by the Epson Document Capture Pro software v1.0.9 or equivalent);
3. Authorised LC users shall be able to log-in to the CMS via LC ICT infrastructure from remote sites and have full access to the system/data. This shall not result in any degradation to the work of other users or to the system operating speed, nor any loss of work.
4. For systems that are able to send email correspondence, it is a requirement that these emails are sent via a link into the LC email system, and do not appear in any way to have been sent from a 3rd party. Outgoing emails should appear to have been sent from a London Councils email address e.g. from [londoncouncils@londoncouncils.gov.uk](mailto:londoncouncils@londoncouncils.gov.uk); and the reply to address should also be a London Councils email address e.g. [to: london.councils@londoncouncils.gov.uk](mailto:to:%20london.councils@londoncouncils.gov.uk).
5. The system shall provide the following portals for user/customer access, which shall be integrated as appropriate with the LC website and ICT infrastructure:

* **Permissions portal -** provision of a haulier portal hosted within the CMS. Accessible by the general public and LC staff. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS
* **Complaints portal -** provision of a complaints portal for LLCS hosted within the CMS, accessible by the general public and LC staff. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol)
* **On-line Representations -** provision of an on-line representation application allowing the general public to enter personal details, PCN details, upload images/word documents, etc. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS
* **Payments** - provision of an automated web/IVR payment portal hosted within the CMS accessible by the general public and LC staff. The portal should interface directly with LC webpage [www.londoncouncils.gov.uk/lorrycontrol](http://www.londoncouncils.gov.uk/lorrycontrol) and provide a seamless link to the CMS, matching payments made to PCNs issued.

1. The system must interface with the LC automated IVR and phone payment system linked to current CMS via the LC website.

# DVLA

The DVLA provide keeper information to progress cases that are not registered on the haulier permissions database.

1. There shall be the facility to generate DVLA VQ4 requests automatically for each PCN at the relevant stage of progression.
2. The system must load DVLA VQ5 returns automatically against the relevant PCN and in turn move the charge automatically to the next stage of progression.
3. The system must highlight PCNs where the DVLA has sent electronic notification that the VQ4 was unsuccessful.
4. The system must allow users to either resend a VQ4 or to cancel a PCN where the original VQ4 has been returned as unsuccessful by DVLA.
5. The system must allow a user to review DVLA make and colour mismatches on screen and choose whether to accept or reject the keeper details.
6. Where the DVLA has returned keeper details by paper, the system must input these details manually.
7. Where there is no response from the DVLA to a VQ4, there shall be the facility to resend a second VQ4 automatically and, if necessary, a third VQ4 after a designated period of time with a record of the dates and times.
8. Where there is no response from the DVLA to a third VQ4, there shall be the facility to cancel the PCN automatically with a record of the specific reason and the date and time.

# London Tribunals

The system requirements for the transfer of information for Appeals to LTS include, but should not be limited to, the following:

1. Provide information and data to LTS in the formats required by it and its service provider (Northgate Public Services Ltd.).

# Other

1. The system shall provide the following links, which shall be integrated as appropriate with the CMS and the LC ICT infrastructure:

* TEC – in accordance with electronic TEC requirement. This is currently undertaken utilising a secure email account supplied by Criminal Justice IT (CJSM). There are three files for each batch submission; a data file; a Global Certificate and an Advice Note. The CMS will have the ability to produce all three using a unique reference number and have the ability to transfer the required files from the CMS to the secure email account. The detailed technical specification for this data transfer is provided by TEC, which must be strictly adhered to. The Service Provider must check the accuracy of the specification provided by TEC and verify with the Authority that it is up to date.
* Bailiffs (currently three agents) - the file transfers are currently sent using an Excel CSV file format detailing the relevant details of the PCN (e.g. PCN number, contravention date, name, address etc). The Warrant files are sent to the bailiff companies by email
* Sagem Monetel credit card processing machine (the machine is connected to LC phone lines)
* CCTV links (for capture of possible contraventions from LLA/MPS/TfL cameras) see para 83 above.

## D8: Users

There are four types of user that will access the system on a daily basis:

* Enforcement Officers (EO) for the recording and reviewing of contraventions;
* Administration Officers, who will access, manage and maintain the system;
* Hauliers that will access their individual permission accounts and update and edit their records in accordance with LC policy, view contraventions, make online representations: and make payments
* Drivers who view contraventions, make online representations and make payments.

1. The system must support the numbers and types of users as set out in Section F Appendix 3, para i: User Numbers & Locations.

## D9: System Operation

# Hosted and Managed Solutions

1. London Councils requires a solution that is hosted and managed by the Supplier. The system should be accessible to Users over the Internet via a web-based portal.

# System Availability and Maintenance

1. The system is required to be available to LC and its customers 24 hours a day, 7 days a week with a target of 99% uptime during Core Hours (8am-6pm Monday-Friday excluding Bank Holidays) and 95% outside Core Hours
2. Should the system have to be scheduled by the Service Provider to be unavailable for more than 4 hours in any given week due to unavoidable maintenance issues, the Supplier must notify LC 24 hours in advance where possible to do so.
3. The Supplier must take every reasonable step to ensure system downtime is kept to a minimum.
4. The supplier shall diagnose and maintain control of the resolution of all incidents, including those caused as a result of the Suppliers sub-Suppliers. This includes but is not limited to:
   * + - * Installation
         * Fault finding
         * Repair
         * Patching and upgrading
         * Fixes
         * workarounds

# Fault Reporting

1. The Supplier must provide a web-based platform for London Councils’ staff to report technical faults that may occur in the CMS and/or the hosted service.
2. The Supplier will be expected to adhere to the fault resolution targets as set out in the table below:

|  |  |  |
| --- | --- | --- |
| Priority | Fault Description | Resolution target |
| Critical (1) | Faults resulting in part or complete system failure rendering the CMS unusable for London Councils.  Fault resulting in a major functionality of the system being unusable for London Councils i.e. inability to add or view PCN data.  If an issue persists and becomes business critical. | Response time = 1 hour  Provider to respond London Councils with expected rectification time.  Rectification time = 4 hours maximum |
| High (2) | All faults that are serious in nature but does not completely stop functionality.  When system reports an error message.  When a statutory deadline is under threat | Response time = 1 hour  Provider to respond London Councils with expected rectification time.  Rectification time = 2 working days maximum |
| Low (3) | Minor disruption | Response time = 1 hour  Provider to respond London Councils with expected rectification time.  Rectification time = 4 working days maximum |

1. All faults will be acknowledged and rectified within the timescales set out in the table above. The KPI for achieving the satisfactory resolution of all three priority levels is 95%. The performance against KPIs will be measured on a three (3) month rolling basis, during which the maximum permitted deviation for each of the three priority levels is an average of 5%. If the maximum deviation is exceeded, London Councils will issue an Improvement Notice.
2. The Supplier is required to assign a priority to all faults within one hour of the fault being identified. During the Core Hours. The Supplier must agree the category of priority with LC prior to the priority level being assigned.
3. Outside of the Core Hours, the Supplier will have the responsibility of assessing and assigning the priority level. The instances in which the Supplier self-assigns the priority will form part of a monthly report which will be reviewed by LC for the appropriateness of action taken.
4. All monthly information fault reports will be available to London Councils in an agreed format on the first working day of the month.

# Disaster Recovery& Escrow

1. The Supplier shall ensure a comprehensive Disaster Recovery Plan is in place, which will enable LC, when the plan is put into effect, to continue with the operation of the CMS within 48 hours of the critical failure of the system.
2. The Supplier shall have a valid Escrow agreement in place, to ensure that the system shall be able to continue to operate and LC has access to the software source code if the provider ceases to trade.
3. The Supplier shall ensure the Escrow agreement is annually reviewed and re-registered as appropriate.

# System/Software Change Control

1. All changes to software and hardware infrastructure of the hosted solution should be appropriately managed by the Supplier and coordinated with LC.
2. The Supplier will notify London Councils of any changes to the software or hardware infrastructure that may affect the running of the day to day operations, within specified timescales. The timescales will be set out in the contract.
3. Pricing for system amendments will be carried out under Change Control and will be undertaken in accordance with rates to be specified in the contract (Schedule of Rates hourly rates for industry-standard staff grades as defined by LC), with hourly based quotes and 40 hours per annum system development time priced into the contract.

# Licencing

1. The Supplier should advise what, licensing needs to be procured for this contract.
2. The Supplier should indicate whether there are any costs associated with the procurement of such licensing that are not included, for any reason, in the service charges.

# System Development

1. The system must be capable of enhancement/further development to meet changing user needs and new legislative requirements throughout the life of the contract.
2. The Supplier shall observe the system development/change control target times as set out in the table below, which may be subject to any changes agreed between both parties as required.

|  |  |  |
| --- | --- | --- |
| **Priority** | **Change Description** | **Resolution Target** |
| Critical (1) | Where change is essential to meet corporate deadline or when the software does not meet the needs of the user. | Within 1 month of LC notifying the contractor. |
| High (2) | Where change is essential but a work around method will provide the information temporarily. | Within 2 month of LC notifying the contractor. |
| Low (3) | Change required by the user that is desirable rather than essential | Within 3 month of LC notifying the contractor. |
| Legislative | Changes implemented by Government | Target dates set by DfT, LC or any other relevant bodies. |
| Reports | New reports or changes to existing reports | Within 10 working days of LC notifying the contractor. |

1. System development: target 95% of specified target times per rolling period of three months.
2. The Supplier will complete development work within the timescales set out in Table sown above. Where appropriate the change will be delivered in the next release of the software unless an alternative date is specified and agreed by both parties.

# Test System & Testing

1. The Supplier shall supply a test version of the system, which shall exist alongside the ‘live’ system. This shall be used to facilitate testing. For example, when new versions of the system are released, where configuration has been amended and/or where new letters are added.
2. The test system shall be a replica of the ‘live’ system and the Supplier shall ensure that it remains up-to-date with changes made to the ‘live’ system.
3. A detailed test plan will be agreed between London Councils and the Supplier prior to the acceptance testing of the system.
4. Testing shall allow the acceleration of enforcement progressions, so as to test the whole life cycle of each PCN type. This element of testing shall include, but not be limited to, generating and printing statutory notices (including permissions) and correspondence.
5. Full test scripts shall be devised by the Supplier and agreed by London Councils in view of testing every function the system is intended to deliver.
6. Operational response times shall be measured to ensure that upgrades and changes do not negatively impinge on the normal operating speed of the system.
7. The test system shall allow existing interfaces to be tested to ensure data transfer is fully operational.
8. Prior to the formal acceptance of the new system as suitable for live-running, the Authority will conduct a full testing programme, including UAT, using a full copy of the data from the current system and a parallel run of the test and ‘live systems.

## D10: Data

# Data Storage & Back-up

The Supplier will be expected to store LC data within the EEA and backup London Councils data on a daily basis and store a copy of the backup data off site. The Supplier will provide evidence of how the back-up procedure will work. Current data volumes are provided in Appendix F.

1. The Service Provider shall guarantee to the Authority, not to store or Process Personal Data at sites outside of the European Economic Area (EEA).
2. The Supplier shall supply full details of back-up procedures for the system so that data is secure and any lost work may be reconstructed in full.
3. The Supplier shall keep safe copies of all documentation used once the contract has been awarded. This shall include, but not be limited to, templates of all statutory and non-statutory documentation together with all Contract documentation.
4. All data held on the system shall, in the event of failure, be capable of being fully restored within the timescales agreed by London Councils and the Suppliers shared contingency plans. No data loss should exceed a period of 24 hours recovery.

# Data Access

1. To mitigate the risk of losing access to operational data for an extended period of time, London Councils will require a method of direct access to a complete copy of operational data, for example physical access to off-site backup tapes or electronic access.
2. The operational data accessed via this method must be in a suitable format to enable interrogation with industry standards.
3. The Supplier will provide evidence of the procedure that the above action will follow.

# Data Migration

The current CMS is hosted by PayByPhone, formerly Adaptis Solutions, with the software & service provided by Sagoss.

1. It is a requirement that data from the existing hosted system be migrated successfully to the new system.
2. The Supplier should provide a failsafe plan for the transfer data between the current and proposed systems.
3. Following the transfer data between the current and proposed systems, the Supplier shall test and validate the data to ensure that the migration process has resulted in a complete and accurate replication of the operational data.

# Data Archiving

1. Where scanned evidence and associated images/documentation have been held on the CMS, there shall be an archiving system to compress or move scanned images that are older than a specified age from the live database to a dats archive.
2. Archiving of data on the CMS shall be managed in such a way as to:

* optimise the database handling and response times
* limit the time taken to undertake archiving
* be included as part of automatic progression
* enable limited checks of archived records (for example, to provide a skeleton summary of archived information)
* enable archived records to be fully retrieved within one working day of request.

1. The system archiving requirements will be in line with London Councils Archiving and Retention Policy (available on request).

# Data Protection

1. The Supplier shall observe their obligations set out in the Data Protection Act 1998 and Data Security Legislation, as applicable.
2. The Supplier may be requested by London Councils to deal directly with the Information Commissioner, and accept liability of the access control of the system.

## D11: Security& Confidentiality

There shall be the facility to restrict access to the system to those with a valid username and password and appropriate authorisation.

1. Appropriate security facilities / procedures / controls shall be put in place to ensure the security and integrity of the data held by the system.
2. The system must define user permissions at any level. For example, rather than overall administration user permissions, the system must define different levels of permission for administrators as well as normal users.
3. The system must support ‘Single Sign On’ within Microsoft Windows Active Directory.
4. All software shall comply with security updates released by Microsoft.
5. The Supplier shall certify that their software, and all related media and upgrades are free of viruses and other harmful applications.
6. The system shall have the following security features:

* The system should have the capability to provide unique identification for each user of the system and periodically request change of passwords.
* User management-controlled password maintenance
* Security levels related to user identification
* Data access (enquiry and update) related to user security levels
* A history file recording all attempts at entry by user name and/or password facility
* System recovery from failure within a maximum of five working days with complete control over record locking and prevention of data corruption.

1. The system shall have extensive validation procedures to ensure:

* Errors at input, processing and/or output are detected at the earliest stage
* All validation errors are reported by exception report(s), prompted and actioned.

1. The system shall have processing controls for:

* File maintenance and back-up
* Agreement and reconciliation of data transfers between the system and any one of the possible interfaces.

1. Output design features and controls of the system shall ensure that:

* All reports are clearly identified and readily documented with, or related back to, source documents. This applies to system-based audit reports, exception reports and management information
* All reports state what processing action has been taken for validations, expectations and errors; and
* All reports state the total number of records processed or rejected and the reason for rejections.

1. The Supplier shall be responsible for security of the data and be held totally accountable for the security of data held within the central system.
2. Every transaction should be logged in the audit trail and be available for audit requests.
3. The Supplier shall ensure that access to data held within the system provided is strictly available to be viewed only by authorised users.
4. The data held and processed by London Councils may include sensitive information. Any breach or anticipated breach of London Councils confidences in this respect which can be directly attributed to the Suppliers staff or sub-contracted staff shall be considered a serious breach of contract, and may be grounds for contract termination.

## D12: System Implementation

# Project Management

1. The Supplier should include in their offer the preferred project governance structure for project delivery, including a nominated Supplier Project Manager/Single Point of Contact and provide a CV and the costs for this, if any.
2. The Supplier should include career profiles of staff who would be involved in the project should it be awarded.
3. The Supplier should supply a clear escalation process in the event of contract condition dissatisfaction.
4. In addition to meetings with London Councils’ nominated project manager, the Supplier shall arrange meetings with designated users to discuss project and development issues. Such meetings shall be held monthly for the first six months, after which time the frequency shall be quarterly subject to agreement by both parties.
5. All project meetings shall be held within London Councils offices; 59 ½ Southwark Street, London. SE1 0AL.
6. Within ten Working days of the Contract Award Date, the Supplier shall supply London Councils with a draft Detailed Implementation Plan. Modifications may be required to ensure compatibility with delivery of the enforcement contract (if delivered separately) and other business activities. Any such amendments will be finalised with the Supplier prior to the commencement of Contract mobilisation.
7. The Supplier’s implementation plan must include the planned dates for the supply, installation and testing of the software, together with milestone dates for payments.

# Support and Training

1. The Supplier shall provide full system training for five members of LC staff.
2. The Supplier shall provide a ‘train the trainer’ scheme.
3. The Supplier shall provide configuration and system administration training to designated users.
4. The Supplier shall supply a User Guide for the system. This must instruct and guide a user on how to operate all elements of the system and will be updated as and when new functions are introduced or changes are made. The User Guide is to be provided electronically so London Councils can print as many copies as needed.
5. The Supplier must provide clear training manuals to support the staff training.
6. The Supplier shall have an established training programme, training documentation and must provide ‘help’ support features in the system, with the ability to deliver training both on and off site.
7. The Supplier shall complete full training of designated users of hardware and software no later than ten Working days prior to the Commencement Date. The location of such training will be agreed by the Supplier and London Councils after the Contract is awarded.

## D13: Service Levels/Credits and Key Performance Indicators

# Service Levels

1. The Supplier shall observe the Service Levels listed in the table below which may be subject to any changes agreed between both parties as required.
2. System response/speed. The system shall respond within three seconds of the user depressing the key or mouse button. There will be an agreed set of actions that will measure the system response speed.
3. System availability. The system shall be available for Users 24 hours a day, 7 days a week. The target will be set at 99% within Core Hours and 95% outside Core Hours, as shown in the table below.

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description** | **Target %**  **Core/Non-core** |
| A | Availability of dedicated IVR phone number | 99%/95% |
| B | Availability of website, portals and end user system functionality | 99%/95% |
| C | Availability of reports | 99%/95% |
| D | Availability of support desk within specified hours | 99%/95% |
| E | CMS availability | 99%/95% |

1. London Councils will monitor the Supplier’s performance to ensure that the Contract and/or services are provided in accordance with this specification and the terms and conditions of the awarded contract.
2. Except where stated, the Supplier shall, at its own expense, collect and present to LC in an agreed format, all performance data at the requested frequencies, which shall be delivered a minimum of once monthly. In addition LC will carry out random sampling and testing to reassure itself that the reported performance is accurate. The format proposed by the Supplier for approval by LC should recognise the partnership approach, be simple and transparent and be easily capable of audit by internal or external bodies.
3. The measurement and criteria for performance may change during the life of the Contract and the Supplier shall work to achieve the requirements set at any time and to record performance in such a way that the relevant data can be collated as defined by Best Value, the Audit Commission or other organisations charged with setting performance standards and target for this range of services.
4. No additional payments will be made by the LC for any changes in the defined performance management regime and the Supplier shall allow for all costs associated with performance management, record systems and access within their Tender price.
5. At regular management meetings as described above, the Supplier shall provide details of any areas of the service that fail or are failing to meet the specification and KPIs, including details of remedial work undertaken. The Supplier shall present any observations that are made whilst carrying out the service and any other general comments. This performance information and observations shall be presented in a written report to be sent to LC no later than five working days prior to the meeting.
6. Best practice suggests that LC should periodically compare service performance with other similar service providers. The Supplier will support this requirement by the supply of the relevant management information on this Contract and in addition assist LC to benchmark the service(s) against comparable provision within other authorities.
7. Not less than one month prior to the end of each year from the Commencement Date, delegates of LC and the Supplier shall meet to agree the targets for the following year.

# Service Credits

Service Credits will apply in accordance with the criteria set out in the table below:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Type** | **Item** | **Service Level** | **KPI** | **Service Points (if target not met)** | **how measured?** | **Why Measured?** | **How often measured?** |
| **System Avail-ability (Core Hours)** | CMS Avail-ability | CMS & associated IT infrastructure available for target percentage of Core Hours in any given month. | 99% | 5 per hour that the System/IT infrastructure is not available during the relevant month | KPI target measured as the No of hours the CMS & associated IT infrastructure is available as a percentage of total Core Hours. Service points measured as the no of hours the system is available inside Core Hours. | Lack of CMS/ IT infrastructure prevents all staff working | Month-ly |
| **System Avail-ability (Non-Core Hours)** | CMS Avail-ability | CMS & associated IT infrastructure and telephony availability for target percentage outside Core Hours. | 95% | 1 SPs per hour that the System/IT infrastructure is not available during the relevant month | As above, but outside Core Hours | As above | Month-ly |
| **System Perform-ance** | CMS Perform-ance | % of all screen responses (including scanned images) shall be displayed within 3 seconds of depressing the Enter key or mouse button. | 95% | 1 SPs per percentage point below target | No. of screen responses within 3 seconds against total number | A delay in screen responses affects the productivity of LC staff | Month-ly |
| **Reports** | CMS performance | % of availability and accuracy of reports | 99% | 1 point per inaccurate/unavailable report | Number of accurate and available reports to officers through system | In the absence of reports, officers unable to monitor performance of the scheme | Month-ly |
| **Change Request/Control** | Support Perform-ance | % of all change requests provided within target times | All change request items delivered within one week of target | 1 SPs per day delay (does not include delays by authority cause) | No of days beyond allowable margin. | Delays in changes affects users | As appropriate |

1. NB Service Credits will be deducted monthly/ annually in arrears, up to an amount of no more than 10% of contract payments, or in the case of change control items, the value of the item, due in any given period (see worked illustrations in table below). One service point is equal to one service credit and each service credit is equal to a one per cent reduction in payment.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Change request in given year.** | **Agreed Delivery Time (days measured from scheduled start date to scheduled end date)** | **Acceptable margin** | **Actual Delivery time** | **Service Points Accrued** | **Value of Chargeable Time in Change Request (net of VAT)** | **Value of Service Credit** |
| Change request 1 | 01-Jun-17 | 08-Jun-17 | 01-Jun-17 | 0 | £2,000 |  |
| Change request 2 | 30-Sep-17 | 07-Oct-17 | 30-Sep-17 | 0 | £5,000 |  |
| Change request 3 | 30-Nov-17 | 07-Dec-17 | 11-Dec-17 | 4 | £1,000 | £40 |
| Change request 4 | 31-Jan-17 | 07-Feb-17 | 09-Feb-17 | 2 | £550 | £11 |
| Change request 5 | 07-Mar-17 | 14-Mar-17 | 26-Mar-17 | 12 | £10,000 | £1,000 |
| **Total** |  |  |  | **18** | **£18,550** | **£1,051** |

# KPIs

1. The delivery of the service must meet the KPIs set out at in the table below

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI** | **Availability Core Hours**  **99%** | **Availability Non Core Hours**  **95%** | **Frequency** |
| Haulier Portal availability | √ | √ | 24/7 |
| Database availability | √ | √ | 24/7 |
| Access to DVLA portal | √ | √ | Monday – Friday 9-5 |
| Access to TEC portal | √ | √ | Monday – Friday 9-5 |
| System speed | √ | √ | 24/7 |
| System Capacity | √ | √ | 24/7 |
| Change request | √ | √ | Monday – Friday 9-5 |
| Fault resolution | √ | √ | Monday – Friday 9-5 |
| WEB/IVR portal availability | √ | √ | 24/7 |
| Reporting data accuracy | √ | √ | Monday – Friday 9-5 |

# Current Processes

## SECTION E APPENDIX 1: CURRENT PROCESSES

The main processes used for the operation of the LLCS are as follows:

* Haulier Permission on-line application
* Haulier Permission on-line application assessment by LC
* On-street enforcement takes place
* Observations noted within a pocket book note from the roadside
* Enforcement Officer accesses system to input data from pocket book note using drop down options available
* Data is stored until LC administration staff progress each observation to DVLA or to records held within the database.
* If records are held within the database then letter of enquiry is sent to registered haulier
  + Response required within 14 days from haulier requesting provision of evidence
    - Evidence received within timeframe or not – assessment by LC administration
    - Possible outcome = PCN issue or cancellation of record
* If no records are held on database the VRM is sent to DVLA for keeper information
  + PCN issued (each case has unique case reference number that stays with the contravention throughout its life, whether driver PCN added or transfer of liability. It is the only constant reference other than the date/time/location etc. of the contravention)
    - Evidence received within timeframe or not – assessment by LC administration
    - Possible outcome = PCN issue or cancellation of record
* Type of PCN
  + Haulier No Permit
  + Driver No Permit
  + Haulier No Documentation provided
  + Haulier Failure to Minimise
  + Driver Failed to Minimise
* Possible scenarios
  + Transfer of liability = change keeper detail –reissue PCN
  + Not the vehicle – haulier provision of evidence
* Correspondence handling
  + Received by fax, email & post
  + All uploaded to each case using unique case reference number
  + Access can be viewed or printed through each case
  + Two types of correspondence with differing timescales for response (enquiry letters and PCN)
  + Handled in date order
  + Automatic response generated by email.
  + Standard letters set within the system for general response with the ability to edit and change
  + Currently majority of responses are sent by post (we need this to become more efficient)
  + All correspondence currently has a countdown to 0 feature to alert LC administration to take action
  + Haulier/driver responses received cases placed on hold until LC respond
  + LC response with appropriate letter of appropriate time i.e. PCN/Notice of Rejection/Acceptance
  + Once initial stage for PCN has been exhausted we enter into appeal stage or Chare Certificate stage
* Appeal
  + Receive notification electronically from London Tribunals
  + Produce statement and supporting evidence
  + Provide to London tribunals and appellant
  + Wait for hearing outcome
    - Refused/Allowed = payment requested/PCN cancelled
* Charge Certificate
  + Issue within statutory guidelines
  + Payment increased by 50%
  + Correspondence received – respond
  + No payment – issue Order for Recovery of unpaid Penalty Charge Notice
* Order for Recovery
  + Register debt with Northampton County Court Traffic Enforcement Centre (TEC) using CMS links and TEC specifications
  + Await response
  + All ok?
    - Yes – produce letter
    - No – investigate why and re-register
  + Payment received
    - Yes – close case
    - No – re register with TEC for Warrant of Control
  + Await response
  + All ok?
    - Yes – produce letter, select contracted bailiff agent and instruct action
    - No – investigate why and re-register
* Stat Decs/N244
  + Debtor applies for Statutory Declaration/N244 and is successful
    - At Debt Reg – reissue PCN/transfer liability/cancel
    - At Warrant – recall Warrant –reissue or cancel PCN
* Payments
  + On-line payment by automated phone line or IVR system – credited directly to PCN and automatically closed
  + Manual Credit/Debit Card taken by LC administration –manually credited to PCN and closed
  + Cheques - manually credited to PCN and closed
  + Postal orders -manually credited to PCN and closed
  + Cash (rare, but accepted) -manually credited to PCN and closed
* Interfaces
  + Internal
    - As prescribed
  + External
    - DVLA – in accordance with electronic DVLA requirement
    - London Tribunals – in accordance with electronic LT requirement
    - TEC – in accordance with electronic TEC requirement
    - Bailiffs - standard files of Warrants in pdf/Excel formats (currently set to three agents)

**PCN Progression Stages**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| PCN issued | PCN issued | PCN issued | PCN issued | PCN issued | PCN issued | PCN issued | PCN issued | Order for Recovery issued | Order for Recovery issued | Order for Recovery issued |
| Payment made | Representation received | Representation received | Representation received | Representation received | Representation received | No representation received | No representation received | Payment received | Statutory Declaration applied for | No payment made |
| Case closed | Representation accepted | Representation rejected | Representation rejected | Representation rejected | Representation rejected | Charge Certificate issued | Charge Certificate issued | Case closed | Case on hold | Register PCN for bailiff action with Northampton County Court |
|  | Case closed | Payment made | Appeal lodged | Appeal lodged | Appeal lodged | Charge increase by 50 per cent | Charge increase by 50 per cent |  | Statutory Declaration accepted | Apply Bailiff action |
|  |  | Case closed | Appeal heard | Appeal heard | Appeal heard | Payment received | No payment received |  | Reissue or cancel PCN dependant on box ticked by respondent | Payment made |
|  |  |  | Case refused | Case allowed | Case refused | Case closed | Register PCN as debt with Northampton County Court |  |  | Case close |
|  |  |  | Payment made | Case closed | No payment made |  | Charge increase by £7 |  |  |  |
|  |  |  | Case closed |  | Charge Certificate issued |  | Payment received |  |  |  |
|  |  |  |  |  |  |  | Case closed |  |  |  |

## SECTION E APPENDIX 2: CURRENT PROCESSES WORKFLOWS

**Permission Application Process**



**Observation and PCN Cycles Processes**



# Reports, File Layouts & Volumes

## SECTION F APPENDIX 1: REPORTS

**Required Reports, including but not limited to the following:**

|  |  |
| --- | --- |
| Type of report | Frequency of report |
| PCN by volume | Ad hoc Date range report |
| PCN by location | Ad hoc Date range report |
| PCN by borough | Ad hoc Date range report |
| PCN by contravention | Ad hoc Date range report |
| PCN by date | Ad hoc Date range report |
| PCN by cancellation reason | Ad hoc Date range report |
| PCN by stage in cycle | Ad hoc Date range report |
| PCN by Enforcement Officer | Ad hoc Date range report |
| ‘Live’ Permissions | Ad hoc Date range report |
| Permissions issued within timescale | Ad hoc Date range report |
| Permission status | Ad hoc Date range report |
| Permission application status | Ad hoc Date range report |
| Time taken to process Permissions applications | Ad hoc Date range report |
| DVLA activity enquires | Ad hoc Date range report |
| Discarded sightings | Ad hoc Date range report |
| Sightings by date | Ad hoc Date range report |
| Sightings by time | Ad hoc Date range report |
| Sightings by location | Ad hoc Date range report |
| Sighting by user | Ad hoc Date range report |
| Sightings by VRM | Ad hoc Date range report |
| Payment summary reports:- | Ad hoc Date range report |
| * Date (single/batch) | Ad hoc Date range report |
| * Time | Ad hoc Date range report |
| * PCN number | Ad hoc Date range report |
| * Payee | Ad hoc Date range report |
| * amount etc | Ad hoc Date range report |
| Number and % of PCNs paid in 12 month rolling period | Ad hoc Date range report |
| Number and % of PCNs paid at discount rate in 12 month rolling period | Ad hoc Date range report |
| % of PCN cancelled at any stage in 12 month rolling period | Ad hoc Date range report |
| Number of unpaid PCNs registered with Traffic Enforcement Centre | Ad hoc Date range report |
| Number of unpaid PCNs registered with Traffic Enforcement Centre in 12 month rolling period | Ad hoc Date range report |
| Number of unpaid debts referred to bailiffs (operator/driver split) | Ad hoc Date range report |
| Number of unpaid debts referred to bailiffs in 12 month rolling period and average time taken to refer after Order for Recovery stage | Ad hoc Date range report |
| Number of appeals considered by adjudicators each month and % allowed | Ad hoc Date range report |
| % of registered debt recovered which were due for payment within 12 month rolling period | Ad hoc Date range report |

## SECTION F APPENDIX 2: PERMISSIONS FILE LAYOUT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Char-acter** | **Fields** | **Numeric** | **Fields** |
| Name and address of Haulier |  |  |  |  |
| Name | √ | 30 |  |  |
| Address | √ | 100 | √ | 5 |
| Postcode | √ | 6 | √ | 4 |
| Email | √ | 40 | √ | 5 |
| Telephone |  |  | √ | 15 |
| Mobile phone |  |  | √ | 15 |
| Fax |  |  | √ | 15 |
| Goods Vehicle Operator’s Licence number | √ | 8 | √ | 8 |
| Tick box for yes/no |  |  |  |  |
| Name and address for correspondence if different from above |  |  |  |  |
| Name | √ | 30 |  |  |
| Address | √ | 100 | √ | 5 |
| Postcode | √ | 6 | √ | 4 |
| Email | √ | 40 | √ | 5 |
| Telephone |  |  | √ | 15 |
| Mobile phone |  |  | √ | 15 |
| Fax |  |  | √ | 15 |
| Registered to company office | √ | 8 | √ | 8 |
| Tick box for yes/no response |  |  |  |  |
| Vehicles to be leased out or loaned as a business |  |  |  |  |
| Four tick boxes for yes/ no response |  |  |  |  |
| Nature of Haulier’s business and commodities carried |  |  |  |  |
| What is the nature of Haulier’s business | √ | 200 |  |  |
| Describe the main commodities carried | √ | 200 |  |  |
| Frequency of vehicle operations |  |  |  |  |
| Three tick boxes |  |  |  |  |
| If regular or infrequent , give detail and frequency | √ | 200 | √ | 10 |
| Origin and destination of vehicle journeys |  |  |  |  |
| Address(es) of the operating base of the vehicle(s) |  |  |  |  |
| Name | √ | 30 |  |  |
| Address | √ | 100 | √ | 5 |
| Postcode | √ | 6 | √ | 4 |
| Address(es) of regular destination |  |  |  |  |
| Name | √ | 30 |  |  |
| Address | √ | 100 | √ | 5 |
| Postcode | √ | 6 | √ | 4 |
| Time |  |  | √ | 6 |
| Routing of vehicle journeys |  |  |  |  |
| Describe routes taken | √ | 200 | √ | 50 |
| Vehicles requesting permission |  |  |  |  |
| VRM | √ | 5 | √ | 5 |
| Make | √ | 10 | √ | 5 |
| Model | √ | 10 | √ | 5 |
| Max gross weight |  |  |  | 5 |
| Declaration |  |  |  |  |
| Tick box for agreeing to Ts&Cs; Permission Conditions; Policy Statement |  |  |  |  |
| Name | √ | 30 |  |  |
| Email | √ | 40 | √ | 5 |
| Telephone |  |  | √ | 15 |
| Mobile phone |  |  | √ | 15 |
| Date |  |  | √ | 10 |
| Declaration Tick box |  |  |  |  |

## SECTION F APPENDIX 3: VOLUMES

**User Numbers & Locations**

The system must support the following users:

1. Numbers of system users, in total, and split by:

* Full time (6-8 hours/day) - five LC LLCS staff
* Occasional (1-2 hours/day) five Enforcement Officers (NSL) – for inputting data
* Plus Hauliers – we have in excess of 3,600 hauliers registered on our database who have the ability to access part of the system 24/7 (via a Haulier portal)

1. Location(s) of users:

* Office (& on-site if not LC) - five full-time LC staff five days per week
* Home - all have this ability but it is only utilised as and when
* Mobile - five Enforcement staff (NSL) – during operational hours of the scheme

1. Access devices currently used by each user:

* PC - all users have this ability
* Mac - the number is unknown LC use standard Dell models but personal MAC computers can access the system
* Phone - two Enforcement Officers have Samsung mobile phones

**Data Volumes**

**Volumes**

1. What is the size of the current CMS database, in terms of:

* Gigabytes? **Database is 2.64 GB + 10GB files (PCNs, appeals etc)**

1. What is the growth in the system, in terms of (GB/PCNs):

* Over the last 3 years? **approximately 500KB per transaction**
* There has been an increase from approximately 3,500 PCN to approximately 5,500 PCNs per year
* Over the next 3 years?
* If the trend continues and efficiency are made through enforcement practice and CMS design there is potential to increase this volume

**Archiving**

1. Size of the current archive = **1TB**

* Average 30/day, 900/month, 11000/Year Transactions per day / month / year
* Growth in the system, in terms of (GB/Transactions) over the next 3 years - Growth for next 3 years should be the same as the last 3 years
* How much data will be archived in the new system? - 2 TB

# 

# SECTION G: PRE-QUALIFICATION QUESTIONNAIRE

This section sets out both the requirements and criteria for assessing the economic standing, financial and technical capacity and capability of prospective suppliers of the services. Tenderers should note that the first stage of assessing the tenders will focus upon this aspect of their bid, and only the five highest scoring bids following the assessment of these criteria will then be considered in respect of their ability to meet the service requirements.

**Notes for completion**

1. The “Authority” means the public sector contracting Authority, or anyone acting on behalf of the contracting Authority, that is seeking to invite suitable Suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. This Pre-Qualification Questionnaire (PQQ) has been designed to assess the suitability of a Supplier to deliver the Authority’s contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent award stage of the process.

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

**Verification of Information Provided**

1. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 7 of this PQQ relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Consortia arrangements**

10. If the Supplier completing this PQQ is doing so as part of a proposed consortium, the following information must be provided;

* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of the PQQ as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

15. When providing details of contracts in answering section 6 of this PQQ (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

## 1 - Supplier information – this is not a scored section

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | | |
| Full name of the Supplier completing the PQQ |  | | | |
| Registered company address |  | | | |
| Registered company number |  | | | |
| Registered charity number |  | | | |
| Registered VAT number |  | | | |
| Name of immediate parent company |  | | | |
| Name of ultimate parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | ▢ Yes | | |
| ii) a limited company | ▢ Yes | | |
| iii) a limited liability partnership | ▢ Yes | | |
| iv) other partnership | ▢ Yes | | |
| v) sole trader | ▢ Yes | | |
| vi) other (please specify) | ▢ Yes | | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes | | |
| ii) Small or Medium Enterprise (SME) [[2]](#footnote-3) | ▢ Yes | | |
| iii) Sheltered workshop | ▢ Yes | | |
| iv) Public service mutual | ▢ Yes | | |
| **1.2 Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | | ▢ Yes |  |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | ▢ Yes |  |
| c)       Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | ▢ Yes |  |
| d)      Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | | | ▢ Yes  **Consortium members**  **Lead member** |  |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix. | | | ▢ Yes  **Consortium members**  **Current lead member**  **Name of Special Purpose Vehicle** |  |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this PQQ | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | ▢ Yes  ▢ No  If Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | ▢ Yes  ▢ No  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

**2 - Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

## 3. Grounds for discretionary exclusion – Part 1

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting Authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## 4. Grounds for discretionary exclusion – Part 2

The Authority reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Authority has indicated that the contract is over £5million in value, and the Authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
   * + 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
       2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
2. the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

|  |  |  |
| --- | --- | --- |
| From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking ‘X’ in the relevant box). | | |
| 4.1 | Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; | ▢ Yes  ▢ No |
| 4.2 | Been found to be incorrect as a result of:   * + - HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or     - A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it  under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or     - the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. | ▢ Yes  ▢ No |
| If answering “Yes” to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Authority to take into consideration.  This could include, for example:   * + Corrective action undertaken by the Supplier to date;   + Planned corrective action to be taken;   + Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or   + Changes in financial, accounting, audit or management procedures since the OONC.   In order that the Authority can consider any factors raised by the Supplier, the following information should be provided:   * A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc. * Where the OONC relates to a DOTAS, the number of the relevant scheme. * The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended. * The level of any penalty or criminal conviction applied. | | |

## 

## 5 - Economic and Financial Standing – this is a scored section London Councils expects suppliers to have had a minimum annual turnover of £120,000 in each of the last two years. London Councils also reserves the right to use credit rating agencies to assess financial standing.

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
|  |  | |
| 5.1 | **Please provide one of the following to demonstrate your economic/financial standing;**  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years |  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
|  |  |
| 1. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  |
| 5.2 | The Authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this PQQ, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. | ▢ Yes  ▢ No |
| 5.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  |  | | --- | --- | | Name of the organisation |  | | Relationship to the Supplier completing the PQQ |  |   If yes, please provide Ultimate / parent company accounts if available.  If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?  If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) | ▢ Yes  ▢ No  ▢ Yes  ▢ No  ▢ Yes  ▢ No |

## 6 – Technical and Professional Ability

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 6 | **Relevant experience and contract examples** | | |  |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Authority’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. | | |  |
|  |  | Contract 1 | Contract 2 | Contract 3 |
| 6.1 | Name of customer organisation |  |  |  |
| 6.2 | Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |  |
| 6.3 | Contract start date  Contract completion date  Estimated Contract Value |  |  |  |
| 6.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  |
| 6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | | | | |
|  | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Additional PQQ modules N/A A – Project specific questions to assess Technical and Professional Ability – this section is a scored section Further project specific questions relating to the technical and professional ability of the Supplier.   |  | | --- | | With reference to the answers provided in section 6 above, please state in no more than 1,500 words, why you consider you have the relevant technical and professional ability to deliver this contract. | |  |   Responses will be scored using the following framework:   |  |  |  | | --- | --- | --- | | **Grade** | **Interpretation** | **Criteria** | | 0 | Unacceptable | Nil or inadequate response. Fails to demonstrate technical and professional ability. | | 1 | Poor | Response is partially relevant but generally poor.  The response demonstrates some technical and professional ability, but contains insufficient/limited detail or explanation to demonstrate required capability and capacity to undertake the Contract. | | 2 | Adequate | Response meets the requirements of the question is relevant and acceptable. The response provides sufficient evidence of required some technical and professional ability to undertake the contract but may lack details on how the requirement will be fulfilled in certain areas. | | 3 | Good | Response performs well against the question showing considerable relevant evidence of some technical and professional ability to meet the Contract requirements. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. |  B - Insurance  |  |  |  | | --- | --- | --- | | 1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £x  Public Liability Insurance = £x Professional Indemnity Insurance = £x Product Liability Insurance = £x  \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | ▢ Yes  ▢ No |  C – Compliance with equality legislation  |  |  |  | | --- | --- | --- | | For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | | | 1. | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | ▢ Yes  ▢ No | | 2. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | ▢ Yes  ▢ No | | 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |  D - Environmental Management  |  |  |  |  | | --- | --- | --- | --- | | 1. | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Authority (including local Authority)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | ▢ Yes  ▢ No | | | 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | ▢ Yes  ▢ No |  |  E - Health and Safety  |  |  |  | | --- | --- | --- | | 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ▢ Yes  ▢ No | | 2. | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | ▢ Yes  ▢ No | | 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |  8 - Declaration | | |  |
|  | I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of Supplier**).  I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the Authority’s requirement.  The following appendices form part of our submission;   |  |  | | --- | --- | | **Section of PQQ** | **Appendix number** | |  |  | |  |  | | |  |
| **PQQ COMPLETED BY** | |  |
| 8.1 | Name |  |  |
| 8.2 | Role in organisation |  |  |
| 8.3 | Date |  |  |
| 8.4 | Signature |  |  |

**PQQ – Template for Appendices (as provided by the Supplier in their response)**

|  |
| --- |
| **Appendix Number -** |
| **PQQ section -** |
| **Question Number -** |
|  |

**PQQ Responses Evaluation Template**

The Evaluation Template for PQQ responses and scoring/weighting criteria is shown below:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PQQ** | | **Reference** | **Part 1** | **Part 2** | **Part 3** | **Part 4** | **Part 5** | **Part 6** | **Part 7 A** | **Part 7 B** | **Part 7 C** | **Part 7 D** | **Part 7 E** | **Part 8** | **Total Score** |
| **Information requested** | | | Supplier Information | Mandatory Exclusions | Discretionary Exclusions Part 1 | Discretionary Exclusions Part 2 | Econ-omic & Financial Standing | Technical & Professional Ability (TPA) | Project specific questions to assess TPA | Insurance | Compliance with Equality Legislation | Environ-mental Management | Health & Safety | Declaration | **Sum of Parts 5 and 7A** |
| **% Weightings** | | | Not scored but must be completed | Bidders that have inidicated Y to the mandatory exlusions will not be considered | Bidders that have inidicated Y to the mandatory exlusions will not be considered | Bidders that have inidicated Y to the discretionary exlusions may not be considered | 30% | 0.00 | 70% | Not scored but must be completed | Not scored but must be completed | Not scored but must be completed | Not scored but must be completed | Not scored but must be completed | **100%** |
|  | **Expression 1** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 2.50 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 2** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 3** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 4** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 5** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 6** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 7** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 8** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 9** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 10** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |
|  | **Expression 11** | | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | 0.00 | 0.00 | 0.00 | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | Confirm Y or N | **0** |

# SECTION H TENDER RESPONSE

## SECTION H APPENDIX 1: Form of Tender

Tender for Case Management System for the London Lorry Control Scheme:

To: London Councils,

1. I/We having read the Instructions to Tenderers, Generic Conditions of Contract, Specification and other documents supplied (collectively referred to as "the Contract Documents") and having inspected and made all necessary enquiries do hereby offer to execute and complete the Services described by or referred to in the Contract Documents for the rates stated in the Pricing Schedule excluding Value Added tax.
2. I/We declare that the tender price or any other figures or other information in connection with the tender have not been disclosed by me/us to any other party (including any other company or part of a company forming part of a group of companies of which I/we are a part) nor to any sub-Service Provider or supplier whomsoever or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise and that I/we have not otherwise colluded with any person with such intent nor have I/we any knowledge either of the sum quoted or of any other particulars of any other tender for this contract by any other party. I/We also accept that offering an inducement of any kind in relation to obtaining this or any other contract will disqualify my/our tender from being considered.
3. I/We further acknowledge that any breach of the foregoing provisions shall lead to the immediate disqualification of this tender and may further lead to criminal or civil proceedings.
4. I/We certify that I/We as Tenderer will carry out the order for the Services, that I/We hold all appropriate and required certification, that I/We will provide copy of same when called upon to do so prior to the letting of the formal contract to us and I/We accept that London Councils is entitled to disqualify this tender if I/We fail to provide such certification when required.
5. I/We acknowledge that, while London Councils, shall so far as possible, treat any tender received in confidence, London Councils reserves the right to make the same available to Trading Standards Departments, the Office of Fair Trading, and/or any other statutory regulatory authority either having jurisdiction over the Services or who may now or at any future time have statutory power to require disclosure of this tender or otherwise as it may be obliged by Statute so to do, including in relation to any requests made pursuant of the Freedom of Information Act 2000 (FoIA) ( and other public to access information).
6. I/We agree that should obvious errors in pricing or errors in arithmetic be discovered in the Tender Documents submitted by me/us before the acceptance of this offer, the errors shall be dealt with in accordance with Section C Instructions to Tenderers in the Invitation to Tender.
7. I/We further warrant that in the event of a Contract being placed for the Services:
   1. I/We shall comply with any statutory provisions concerning equal opportunities for the time being in force and all relevant areas of London Councils Equal Opportunities Policy
   2. I/We shall ensure that our agents and / or sub Service Providers shall likewise comply with the foregoing provisions.
8. I/We further acknowledge that this tender is submitted at my/our own expense and that neither the lowest nor any tender will necessarily be accepted and that London Councils shall not be obliged to disclose the reason for the non-acceptance of any such tender.
9. I/We undertake that in the event of acceptance by London Councils of this tender I/we will execute a contract embodying or incorporating all the Generic Conditions of Contract and terms referred to in the Contract Documents above referred to and forming part of the Invitation to tender.
10. I/We understand that nothing in this tender or its appendices or any other communication made between London Councils and any other party including ourselves shall be taken as constituting a contract, agreement or representation between London Councils and any other party - including ourselves (save for the award of contract made in writing by the London Councils), nor shall such be taken as constituting a contract, agreement or representation that any contract shall be offered in accordance herewith or at all. I/We also understand that except as otherwise expressly provided, no communication to you shall have any validity under any resultant contract unless made in writing and agreed by London Councils.
11. I/We further acknowledge and confirm that this tender will remain open for acceptance without variation in either terms or price for a period of 180 days from the date upon which this tender was due.

|  |  |
| --- | --- |
| Signed |  |
| Dated |  |
| For and on behalf of |  |
| Position of status within company |  |
| Address |  |

1. Tenderers are further reminded that any qualifications made by them to the terms forming part of this Invitation to Tender may lead to their tenders being disqualified.
2. London Councils abides by the rules laid down by the EU in respect to tendering and in this regard in open and restricted procedures London Councils will only exceptionally, and at its sole discretion, entertain discussions with Tenderers for the purpose of clarifying or supplementing the content of their tenders or the requirements of London Councils as contracting authority and provided this does not involve discrimination.

## SECTION H APPENDIX 2: Instructions to Tenderers & Evaluation Criteria

1. The Supplier will be required to provide a detailed offer describing the product, costs, modules, product innovation, third party products (if used), third party dependencies, assumptions and constraints.
2. The offer should clearly set out the entire cost including supply, implementation, support and maintenance, and project management. Please see Table 1. Evaluation Criteria
3. Suppliers must state clearly where the offered products/services are sub-contracted to another Supplier or third party.
4. London Councils reserves the right to amend any of the requirements contained within this document. And should it identify significant issues that call into question a bidder’s suitability to deliver the services as a result of responses received at any part of the qualitative assessment, London Councils reserves the right to score the entire section at 0.
5. London Councils is not obliged to accept the lowest cost bid submitted through this process. The intention is to award the contract on balance of quality and cost of the content of the Tender. Consideration will be given to the following criteria:

Table 1. Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weighting** | **Sub-weighting** |
| Cost | 40% |  |
| Quality | 60% |  |
| *Tender response* |  | 40% |
| *Interview* |  | 10% |
| *References* |  | 10% |

1. As part of the evaluation process, selected Suppliers will be expected to be available for detailed discussions concerning the solution proposed. The number of meetings and their locations, within Greater London, will be at London Councils’ discretion. London Councils will not be liable for any expenses Suppliers may incur in meeting this requirement. In addition, selected Suppliers may be required to arrange demonstrations of similar products and/or solutions, in operational conditions comparable to those proposed for London Councils.
2. During these demonstrations, London Councils may ask to see copies of additional documents, too large to be enclosed with the quotes. These may include, but are not limited to, samples of user guides and manuals, technical documentation, etc.
3. Direct or indirect canvassing of any London Councils Elected Officers, Employees or agent by any Supplier concerning this requirement, or any attempt to procure information from any Minister, public sector employee or agent concerning this Invitation To Tender (ITT) may result in the disqualification of the Supplier from further consideration in this procurement.

## SECTION H APPENDIX 3: Tender Submission Checklist

One Tender submission checklist per Lot to be returned with the Form of Tender with the requisite documents attached (see paragraph 3.15 in the Instructions to Tenderers).

|  |  |
| --- | --- |
| Name of tenderer |  |

|  |  |
| --- | --- |
| Document name | Please tick if completed and enclosed |
| Executive Summary |  |
| Signed Form of Tender |  |
| Completed response to Section G PQQ pro forma, including Freedom of Information Questionnaire |  |
| Completed Qualitative (non-Price) Schedule (Appendix 5) |  |
| Completed Pricing Schedule including Excel Workbook (Appendix 6) |  |
| Confirmation of understanding of TUPE position |  |
| Equal Opportunities Questionnaire |  |

## SECTION H APPENDIX 4: TUPE Information

TUPE information (if applicable) will be provided to tenderers on request and following the receipt of the SECTION H APPENDIX 7: MUTUAL NON-DISCLOSURE AGREEMENT. Requests should be submitted to: [Tmtenders@londoncouncils.gov.uk](mailto:Tmtenders@londoncouncils.gov.uk)

**General information**

1. It is anticipated that no staff currently working on the service will be subject to TUPE

## SECTION H APPENDIX 5: Qualitative (non-price) Schedule

**Notes on Completion**

1. Tenderers should complete the relevant boxes in the Tender Response Schedules on the following pages.
2. Tenders will be evaluated against the Award Criteria. A statement that a particular requirement (Qualitative Criteria) will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the requirement. Detailed information regarding how, when and to what extent a requirement can be met must be provided where appropriate. In evaluating a given requirement, scores will be awarded accordingly. Furthermore, if any requirement or part of a requirement cannot be met, this must be stated explicitly along with reason why.
3. The weighting for each section reflects the importance we attach towards that item.
4. The weighting for this Tender is:

|  |  |
| --- | --- |
| Quality | 60 per cent |
| Price | 40 per cent |

**Qualitative (non-price) Award Criteria**

1. The 60 per cent of the award criteria which is attributable to quality will be based on the Tenderer’s response in the Qualitative (non-price) Tender Response Schedules below, the Tenderer’s presentation on how they will deliver the services which are specified in Section D of this Invitation to Tender and references[[3]](#footnote-4) taken up by London Councils. The relative weightings are shown below:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weighting** | **Sub-weighting** |
| *Tender response* |  | 40% |
| *Interview* |  | 10% |
| *References* |  | 10% |

1. Tenderers should assume that the evaluation panel has no knowledge of their organisation, its activities, experience or previous work undertaken for London Councils or for other contracting authorities.
2. Tenderers should provide full details for any claims, statements or examples used to address the qualitative criteria. Assessors will be looking for evidence that the Tenderer understands the Authority’s goals, that it can identify any issues pertinent to the achievement of these goals, that it details the features to be included in the service (and that these meet the specifications), that it describes the benefits to the authority of its approach and that it has proofs that the approach works.
3. The maximum scores and weighting for each element of the Tender Response are described in the tables below[[4]](#footnote-5). Bidders should note that London Councils reserves the right not to consider tenders that score below 50% on questions 0, 10 and 11.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section** | **0** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **Total** |
| **Max Points** | 20 | 117 | 14 | 46 | 31 | 13 | 22 | 6 | 36 | 40 | 14 | 13 | **372** |
| **Weight-ing** | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 7.50% | 17.50% | **100.00%** |

|  |  |  |
| --- | --- | --- |
| **Tender Response** | | |
| **Question** | **Score** | **Weighting %** |
| Q0. Explain how your system will meet the requirements regarding compliance with legislation and systems design | 20 | 7.5 |
| Q1. Explain how your system will meet the requirements regarding permissions, on street enforcement and contraventions, penalty charge notices, correspondence, and online representations and challenges. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 117 | 7.5 |
| Q2. Explain how your system will meet the requirements regarding appeals and charge certificates. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 14 | 7.5 |
| Q3. Explain how your system will meet the requirements regarding debt recovery including; debt registration, warrants and bailiffs, statutory declarations and N244s. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 46 | 7.5 |
| Q4. Explain how your system will meet the requirements regarding payments. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 31 | 7.5 |
| Q5. Explain how your system will meet the requirements regarding reports and document production. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 13 | 7.5 |
| Q6. Explain how your system will meet the requirements regarding integration with other systems. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 22 | 7.5 |
| Q7. Explain how your system will meet the requirements regarding users (please also reference Section F Appendix 2). Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 6 | 7.5 |
| Q8. Explain how your system will meet the requirements regarding system operation, including; hosted and managed solutions, system availability and maintenance, fault reporting, disaster recovery and escrow, systems software and change control, licensing, sytem development, test system and testing. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 36 | 7.5 |
| Q9. Explain how your system will meet the requirements regarding data, security and confidentiality. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 40 | 7.5 |
| Q10. Explain how you will meet the requirements regarding system implementation, including; Project management, transition, support and training. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 14 | 7.5 |
| Q11. Explain how your service will meet the requirements regarding service levels and KPIs, including; Project management, transition, support and training. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. | 13 | 17.5 |
| **TOTAL** | 372 | 100.00% |

### 

Qualitative (non-price) Tender Response Pro Forma

Tenderers should answer the questions as set out above in the preceding section of this Appendix, and enter their responses in the relevant boxes in the tables below, adding additional lines and pages as may be deemed necessary to provide a comprehensive and detailed response to demonstrate how the requirement will be met. Please note, in the interests of fairness, tenderers should use Arial font, size 11 and limit their Qualitative (non-price) Tender Response to 60 pages[[5]](#footnote-6) (attachments such as Gantt charts and organisation structure charts do not count towards this total).

|  |
| --- |
| Executive Summary |
|  |
| Q0. Explain how your system will meet the requirements regarding compliance with legislation and systems design |
|  |
| Q1. Explain how your system will meet the requirements regarding permissions, on street enforcement and contraventions, penalty charge notices, correspondence, and online representations and challenges. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q2. Explain how your system will meet the requirements regarding appeals and charge certificates. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q3. Explain how your system will meet the requirements regarding debt recovery including; debt registration, warrants and bailiffs, statutory declarations and N244s. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q4. Explain how your system will meet the requirements regarding payments. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q5. Explain how your system will meet the requirements regarding reports and document production. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q6. Explain how your system will meet the requirements regarding integration with other systems. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q7. Explain how your system will meet the requirements regarding users (please also reference Section F Appendix 2). Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q8. Explain how your system will meet the requirements regarding system operation, including; hosted and managed solutions, system availability and maintenance, fault reporting, disaster recovery and escrow, systems software and change control, licensing, system development, test system and testing. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q9. Explain how your system will meet the requirements regarding data, security and confidentiality. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q10. Explain how you will meet the requirements regarding system implementation, including; Project management, transition, support and training. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |
| Q11. Explain how your service will meet the requirements regarding service levels and KPIs, including; Project management, transition, support and training. Assessors will be looking for examples and illustrations to reinforce your answers. These will be used to assess how convincing your responses are. Please note that simple statements that the requirements will be met may not be taken into consideration by assessor. |
|  |

## SECTION H APPENDIX 6: Pricing Schedule

**Notes on Completion**

1. Pricing will be evaluated on the basis of the prices offered by the Tenderer. Tenderers must complete the attached Excel Pricing Tender Response Schedule workbook as well as the Pricing Schedule below.
2. Prices quoted should be inclusive of all fees for delivering the services described in the specification excluding VAT. A price must be provided for all items listed in the schedule for which the Tenderer is bidding. Tenders will be scored on the whole life cost (i.e. 5 years) of the contract.
3. Tenderer’s submitting Tenders that include an ANPR option should clearly and separately identify costs relating to this.
4. For ease of evaluation there is no inflation assumption in terms of years two onwards of the contract term.
5. Tenderers must provide a fully detailed, itemised breakdown and the individual cost of each item included in their fixed and variable charge with the Excel. These are set out in Table 1. Pricing Schedule - Fixed and Variable Cost Elements (below)

**“LONDON LIVING WAGE (LLW)**

1. London Councils, the Client for the purposes of this tender promotes the LLW for London Councils contractors, taking account, like other organisations who have promote the LLW of the legal, financial and operational circumstances that apply when considering contracts on a case by case basis.
2. London Councils has determined that the Services to be provided under this competition will be suitable for LLW considerations. Tenderers must therefore when submitting Tenders take into consideration and include within their Tender Responses the following information:-
   1. Details of actual wage rates provided for within the Labour prices set out in the Pricing Schedule (i.e. at minimum equivalent to LLW rates).
   2. The benefits of paying LLW to their employees, this must include matters such as improved service delivery requirements.
   3. A copy of any policy which they may have in respect of LLW. “

Table 1. Pricing Schedule - Fixed and Optional Cost Elements

|  |  |  |
| --- | --- | --- |
| **Ref** | **Item** | **Charge**  **£ per annum (excluding VAT)** |
| **P1.1** | The annual fixed charge for delivery of the Service as specified in Section D, BUT EXCLUDING ANY OPTIONS. Tenderers must provide a fully detailed, itemised breakdown and individual cost of each item included in their fixed charge. |  |
| **Option A** | The annual fixed charge for the optional delivery of the ADDITIONAL requirements for ANPR and related software/hardware |  |
| **OptionB** | The annual fixed charge for the optional delivery of the ADDITIONAL requirements for uploading CCTV images/videos to the CMS and related software/hardware |  |

1. Tenderers should include all development and set-up costs in any fixed prices which they quote. NB London Councils intends to pay these costs over the life of the contract and not exclusively in year one.
2. As indicated in the OJEU Notice, London Councils is seeking quotations on the basis of a five- year contract.

**Price Award Criteria**

1. When assessing Tenderers’ Pricing Tender Response, London Councils will take into consideration:

* The relative costs of each Service Provider’s Pricing Tender Response compared to the current costs of the service using the following methodology:
  + The cheapest Tender will score 100%
  + Other Tenders will be scored in relation to the cheapest Tender according to the following bands (see table overleaf):

|  |  |
| --- | --- |
| **Score** | **%** |
| Lowest | 100% |
| +1-10% compared with the lowest | 95% |
| +10.1-20% compared with the lowest | 90% |
| +20.1-30% compared with the lowest | 85% |
| +30.1-40% compared with the lowest | 80% |
| +40.1-50% compared with the lowest | 75% |
| +50.1-60% compared with the lowest | 70% |
| +60.1-70% compared with the lowest | 65% |
| +70.1-80% compared with the lowest | 60% |
| +80.1-90% compared with the lowest | 55% |
| +90.1-100% compared with the lowest | 50% |
| +100.1-110% compared with the lowest | 45% |
| +110.1-120% compared with the lowest | 40% |
| +120.1-130% compared with the lowest | 35% |
| +130.1-140% compared with the lowest | 30% |
| +140.1-150% compared with the lowest | 25% |
| +150.1-160% compared with the lowest | 20% |
| +160.1-170% compared with the lowest | 15% |
| +180.1-190% compared with the lowest | 10% |
| +190.1-200% compared with the lowest | 5% |
| +200% compared with the lowest | 0 |

1. This information (alongside the qualitative, non-pricing score) will be used by assessors and the project board to evaluate which Tenderer has made the most economically advantageous offer.

# SECTION H APPENDIX 7: Mutual Non-Disclosure Agreement

London Councils

and

[Participant]

MUTUAL NON-DISCLOSURE AGREEMENT

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**This Agreement** is made on 2016

**Between**

London Councils of 59 ½ Southwark Street London SE1 0AL (London Councils); and

[Participant] (company registered number ♦) of [address] (Participant)

**Whereas**

1. London Councils is proposing to engage a Contractor to provide a hosted Case Management System for the London Lorry Control Scheme*.*
2. London Councils is proposing to invite tenders for the Project using the Procurement Procedure (as defined below), during which time both London Councils and the Participant will disclose Confidential Information (as defined below) to the other for the purposes of the Project.
3. In consideration of such disclosure the parties agree to use such Confidential Information in accordance with the terms of this Agreement.

**It is agreed**

1. Definitions

In this Agreement the following words and expressions whether appearing in the singular or the plural shall have the meaning set out against them:

**Confidential Information** means any technical and non-technical information, material, presentation or data relating to the Project or to London Council’s or Participant's business or affairs, including but not limited to, data, documents, papers, drawings, diagrams, discs, tapes, ideas, processes, programs, know-how, improvements, discoveries, developments, budgets, unpublished financial statements, licenses, prices and costs, (whether in physical form, oral or otherwise) disclosed by the Discloser to the Recipient and/or its Representatives under this Agreement including (without limitation):

* + 1. information obtained by the Recipient and/or its Representatives from the Discloser as a result of being present at any premises of the Discloser;
    2. information which is designated by the Discloser as confidential;
    3. information obtained by the Recipient and/or its Representatives from the Discloser as a result of the current discussions between the parties, this Agreement and the provisions of this Agreement; and
    4. any information relating to any member of any partnership or consortia to which the Participant belongs.

**Contract** means the contract between London Councils and the successful bidder chosen by London Councils to carry out the Project in accordance with the Procurement Procedure

**Discloser** means the party disclosing Confidential Information under this Agreement

**Permitted Purpose** means any discussions or negotiations between the parties or internally by either party concerning any, or any potential, relationship between the parties relating to the Project

***Procurement Procedure*** means the ‘Open’ public procurement procedure being followed by London Councils in accordance with the *Public Contracts Regulations 2006 (SI 2006 No. 5)* and all applicable laws, regulations and administrative provisions to award the Contract

***Project*** means the provision of a hosted Case Management System for the London Lorry Control Scheme

**Recipient** means the party receiving the Confidential Information under this Agreement

**Representative** means in respect of either party, its directors, officers, employees, advisers, partners or potential partners, agents (collectively or individually), sub-contractors and consortium members.

1. Confidentiality Obligations
   1. Each party shall treat and safeguard all Confidential Information disclosed to it by the other or the other's Representatives as strictly private and confidential and take all steps and precautions necessary to preserve such confidentiality.
   2. Without prejudice to sub-clauses 2.3 and 2.5 of this Agreement, the Recipient shall not at any time without the prior written consent of the Discloser:
      1. use, copy, reproduce, distribute or exploit any of the Confidential Information at any time otherwise than for the Permitted Purpose (provided that a reasonable number of copies may be made for the Permitted Purpose and all such copies shall be regarded as Confidential Information); nor
      2. disclose any of the Confidential Information to any third party (save to the extent that London Councils is required to disclose Confidential Information to third parties pursuant to the *Freedom of Information Act 2000* and the *Environmental Information Regulations 2004*).
   3. The Participant may disclose, distribute or pass Confidential Information to third parties (including, but not limited to, its Representatives) if either:
      1. this is done for the sole purpose of enabling the Participant to take part in the Procurement Procedure and the person receiving the Confidential Information undertakes in writing to keep the Confidential Information confidential on the same terms as set out in this Agreement; or
      2. the Participant obtains the prior written consent of London Councils in relation to such disclosure, distribution or passing of the Confidential Information.
   4. The Participant shall procure that any third party to which Confidential Information is disclosed pursuant to sub-clause 2.3 of this Agreement is made aware of, and complies with, the provisions of this clause 2 as if they were the Participant.
   5. London Councils may disclose Confidential Information relating to the Participant's bid to its Representatives. London Councils shall ensure that any of its Representative to which Confidential Information is disclosed pursuant to this sub-clause is made aware of, and complies with, the provisions of this clause 2.
   6. Each party agrees that the duty of confidentiality imposed by this Agreement extends to any Confidential Information which has been, or may have been, supplied to it before the date of this Agreement in connection with the Permitted Purpose, despite the absence of a prior written agreement, and that this Agreement records in writing the oral confidentiality obligations under which the Recipient received the Confidential Information.
   7. Neither party shall make any commercial or other use of Confidential Information except to the extent that this is necessary for the Permitted Purpose.
   8. Each party shall be responsible to the other for the performance of clauses 2.1 to 2.7 (inclusive) on the part of its Representatives and any other third parties to whom it discloses Confidential Information.
2. Exclusions

This Agreement shall not apply to Confidential Information which:

* + 1. is already or becomes common knowledge in any way without breach of this Agreement or any other obligation of confidentiality;
    2. the Recipient (or any of its Representatives) can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Discloser for the purposes of the Procurement Procedure and was not previously received by the Recipient (or any of its Representatives) from the Discloser under an obligation of confidence or to have been developed by or for the Recipient (or any of its Representatives) at any time independently of the information disclosed to it by the Discloser;
    3. becomes known by the Recipient (or any of its Representatives) from a third party without breach of this Agreement or any other obligation of confidentiality;
    4. is required to be disclosed by law, regulation or order of a court provided that when required to make any disclosure in accordance with this clause 3(d) the Recipient shall give the Discloser not less than two (2) business days' notice of each disclosure and shall consult with the Discloser prior to such disclosure with a view to avoiding such disclosure if reasonably practicable and legally possible; and/or
    5. is disclosed by the Recipient (or any of its Representatives) with the prior written approval of London Councils.

1. Return of Confidential Information

Both parties (and any of their Representatives) shall upon request from the other party immediately return all Confidential Information (together with all copies whether authorised or not).

1. Disclaimer

Save as may be subsequently agreed between the parties:

* 1. All rights in the Confidential Information are reserved by the party to whom the Confidential Information belongs and no licence or rights for the other party (or any of its Representatives) to use the Confidential Information (except for the Permitted Purpose) are granted under or are to be implied from this Agreement.
  2. In particular but without limiting effect no licenses are hereby granted or to be implied by either party to the other or any of the other party's Representatives (except for the Permitted Purpose) under any patent, copyright, trade mark or other intellectual property right now or in the future with reference to the Confidential Information.

1. Use for purpose

Both parties confirm that the other party and its Representatives shall have the right to use the Confidential Information only for the Permitted Purpose.

1. Period

This Agreement shall come into force on the date hereof and shall continue for a period of six (6) *years* following the end of the Procurement Procedure unless otherwise agreed between the parties.

1. Employee confidentiality undertakings
   1. Each party agrees to (and to procure that each of its Representatives shall) keep the existence and nature of this Agreement confidential and not use the same or the name of the other parties in any publicity, advertisements or other disclosure with regard to the Procurement Procedure or the Project without the prior written consent of the other party.
   2. The Participant shall not undertake (or permit to be undertaken) at any time, whether during the Procurement Procedure or thereafter, any publicity activity with any section of the media (to include, without limitation, radio, television, newspapers, trade and specialist press, the internet or email accessible by members of the public and the representatives of such media) in relation to the Project other than with the prior written agreement of London Councils.
2. No representation

This Agreement is not intended to create, nor shall it be construed as creating, expressly or by implication, any partnership, joint venture or agency relationship whatsoever between the parties and neither party shall have, nor shall it represent itself to have any authority or power to act for or to undertake any obligation or responsibility on behalf of the other party.

1. Assignment

This Agreement is personal to the parties and shall not be assigned, subcontracted, sub-let, pledged or otherwise dealt with in whole or in part.

1. Notices

Any notices to be given under this Agreement by either party to the other must be in writing and delivered by hand or first class letter to the address at the beginning of this Agreement (or such other address as may from time to time be designated in writing by the relevant party for this purpose) and in the case of post will be deemed to be given two (2) working days after the date of posting and in the case of other notices will be deemed to be given on delivery.

1. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect.

1. Variation

This Agreement cannot be changed except by written agreement between the parties.

1. Third Party Rights

Unless this Agreement expressly states otherwise a person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and if a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement (and any documents entered into in accordance with it or in connection with it) without the consent of that person.

1. Governing law and dispute

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

**Signed** by the parties or their duly authorised representatives on the date of this Agreement.

|  |  |  |
| --- | --- | --- |
| Signed by  duly authorised for and on behalf of  **London Councils** | ) |  |
| ) |  |
| ) |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| Signed by  duly authorised for and on behalf of  **[Participant]** | ) |  |
| ) |  |
| ) |  |
|  |  |  |

1. Cases may also come to the tribunal by way of statutory declaration or witness statement. Where this is the case, it is the responsibility of London Councils to inform the tribunal. Therefore, the system must also be able to process statutory declarations and witness statements as required by the tribunal. See section below on statutory declarations. [↑](#footnote-ref-2)
2. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-3)
3. London Councils will make arrangements with Tenderer’s for the presentation (to be held at London Councils) and the site visits (to a site at which the Tenderer is conducting similar activities (as chosen by London Councils)) following the submission of Tenders. These will be conducted once London Councils has had the opportunity to read through the Tenderers’ submissions. [↑](#footnote-ref-4)
4. [↑](#footnote-ref-5)
5. This is a limit and not a target. [↑](#footnote-ref-6)