

## MUNICIPAL YEAR 2018/2019 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

**PORTFOLIO DECISION OF:**  
Cabinet Member for Environment

**REPORT OF:**  
Director – Regeneration & Environment

**Agenda – Part: 1**

**KD Num: 4808**

**Subject: Procurement and award of a new Parking, Traffic and Related Services Contract**

**Wards: All**

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### 1. EXECUTIVE SUMMARY

- 1.1 This report seeks approval to procure a new parking and traffic enforcement contract. The new contract will run for a length of 6 years plus options to extend for a further 4 years.
- 1.2 Parking Services may require the use of a parking contract writer with regard to this project
- 1.3 Parking services will also be exploring the possibility of a joint procurement with interested boroughs.
- 1.4 The current parking contract expires in July 2020.
- 1.5 A further report will follow to recommend the award of the contract to the successful bidder at the end of the process.

### 2. RECOMMENDATIONS

- 2.1 That the cabinet member for Environment:
  - Agree to officers going out to procure for a new parking contract and traffic enforcement contract stated.
  - Explore any joint procurement opportunities with other boroughs
  - Agree to a further report coming back to approve the award of the contract
- 2.2 To note that the procurement and award of the successful tender will be in accordance with the terms of the current contract and meets EU procurement and the Council's Contract Procedure Rules.

### **3. BACKGROUND**

3.1 Parking was decriminalised in 1994 when local authorities took over enforcement from the police. The primary parking legislation is covered under the Traffic Management Act 2004 (formally the Road Traffic Act 1991) though other legislation covers additional enforcement areas such as CCTV and bailiffs (enforcement agents).

3.2 The majority of the parking function is outsourced to our Parking Contractor NSL. They were the incumbent contractor having first been awarded the parking contract in 2004. The current contract from July 2010-July 2016 had an option for a further 4 years in yearly increments. The extensions were taken by the Council meaning it will expire in July 2020.

3.3 The current contract value is £3.2m p.a. (2017/18).

3.4 The Council is currently responsible for:

- managing and co-ordinating the activities of the contractor,
- carrying out the adjudication and bailiff debt recovery operations; this is a statutory function
- dealing with financial management, auditing/reconciliation functions
- Parking furniture (pay and display machines etc), unattended CCTV, car parks and lorry park maintenance
- Parking appeals (the statutory function)
- Contract monitoring which includes Civil Enforcement Officer monitoring, signs and lines, vehicle pound (scrapping of vehicles), staff permits, FOIs and members enquires

3.5 The contractor is currently responsible for:

- All parking and traffic enforcement activities within the Borough including initial appeals to CCTV Penalty Charge Notices (PCNs)
- Civil Enforcement Officers
- Notice Processing which includes scanning of documents, issuing or reminder notices, processing of CCTV Penalty Charge Notices (PCNs) and banking payments
- IT system and website management
- CCTV, removal and clamping of vehicle enforcement and management
- Management of the Council vehicle pound and lorry park
- Management of residents and business permit system
- Management of Palace Garden car park

3.6 As part of this procurement, we will ask the contractor to price other optional duties that we may require them to provide at some stage during the length of the contract:

- cashless parking,

- abandoned and untaxed vehicles,
  - all the Council's car parks (such as leisure, Parks, FM and Council Homes
  - blue badge enforcement
  - debt recovery
  - signs and lines
  - environmental enforcement such as litter dropping, dog fouling etc.
- 3.7 We will also be exploring procuring with our neighbouring boroughs and other local authorities; currently we are in discussions with Camden Council
- 3.8 We will procure and award the successful tender in accordance with the terms of the contract and which meets current EU procurement and Council's Contract Procedure Rules.
- 3.9 The Contract will be awarded by using scoring matrices agreed by the Parking Procurement teams that give the Council a quality product which will last and will give value for money
- 3.10 Once the procurement exercise is completed, a further report will set out the rationale and process reasons for the award to the successful bidder.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Bring the whole Parking Enforcement Service in house. This may be expensive to implement and manage but once we have indicative prices we will review the options
- 4.2 A shared parking contract was investigated in 2016 with Barnet, Waltham Forest, Haringey and Islington. After a year of discussions the boroughs could not agree to a way forward. However, we will re-visit this again through this process

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 To progress the parking procurement project to a successful conclusion.
- 5.2 The Council has a duty to manage traffic and parking spaces effectively as the highway authority under the Traffic Management Act.

#### **6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

##### **6.1 Financial Implications**

- 6.1.1 This report seeks approval to procure a new parking and traffic enforcement contract. The new contract will run for a length of 6 years plus options to extend for a further 4 years.
- 6.1.2 The majority of the parking function is outsourced to our Parking Contractor NSL. They were the incumbent contractor having first been awarded the parking contract in 2004. The current contract from July 2010-July 2016 had an option for a further 4 years in yearly increments. The extensions were taken by the Council meaning it will expire in July 2020.
- 6.1.3 The estimated total cost of the contract in 2018/19 is £3.480m, which is funded from the Parking Services Budget.

## **6.2 Legal Implications**

- 6.2.1 The Council has responsibility for managing all on-street and some off-street parking under the Road Traffic Regulation Act 1984 and the Road Traffic Act 1991. Part 6 of the Traffic Management Act 2004 (and associated Regulations) provides for the civil enforcement of most types of parking contraventions. In addition, Section 111 of the Local Government Act 1972 gives the Council power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. The recommendations within this report are in accordance with these statutory powers.
- 6.2.2 In procuring the services envisaged in this report, the Council must comply with all requirements of its Constitution, Contract Procedure Rules (“CPRs”) and the Public Contracts Regulations 2015 (“Regulations”). Officers from Procurement & Commissioning will be assisting officers throughout the procurement process.
- 6.2.3 In the event that an existing framework is not used to procure the services envisaged by this report, the Public Services (Social Value) Act 2012 requires the Council to consider at the pre-procurement stage (i) how what is to be procured may improve the economic, social and environmental well-being of their area and (ii) how the local authority may act with a view to securing that improvement in conducting the process of procurement. This applies to all contracts listed above to which the Public Contracts Regulations 2015 apply.
- 6.2.4 No procurement may commence without confirmation that there is sufficient budget available.
- 6.2.5 Given the expected value of the proposed contract, the selected contractor must be required to provide sufficient security in the form of a guarantee, performance bond or otherwise as approved by Financial Management Services and Legal Services.

- 6.2.6 As the anticipated contract value exceeds £250,000, the authority to procure is, and any subsequent decision to award will be, a Key Decision and officers must comply with the Council's Key Decision procedure.
- 6.2.7 Throughout the procurement and engagement of the selected contractor, the Council must comply with its obligations with regards to obtaining best value under the Local Government (Best Value Principles) Act 1999.
- 6.2.8 The Council must be mindful that TUPE may apply to any future service provision change, and appropriate steps should be taken to protect the Council's interests. Before advertising the contract, officers should determine whether the proposed procurement is likely to entail a TUPE transfer of employees, seek to obtain employee liability information from the current service provider and liaise with officers from HR and Legal Services where appropriate.
- 6.2.9 All legal agreements arising from the matters described in this report must be approved in advance by Legal Services.

### **6.3 Property Implications**

None

## **7. KEY RISKS**

Not having a parking contract would mean that the enforcement of parking and traffic restrictions and the running of the vehicle and lorry park could not take place. This would lead to traffic and parking problems such as dangerous parking.

## **8. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD**

### **8.1 Good homes in well-connected neighbourhoods**

The enforcement of traffic and parking is essential in having neighbourhoods that connect both places to live and work within the borough

### **8.2 Sustain strong and healthy communities**

8.2.1 Parking and traffic enforcement is necessary to form part of a wider need to help with health communities. Enforcement takes place:

- Outside of schools to ensure that children are safe

- In cycle lanes to keep them clear for people commuting or carrying out exercise
- To deter pavement parking making pavement accessible for pedestrians

### **8.3 Build our local economy to create a thriving place**

8.3.1 The contractors should, where applicable, employ local people. They should also be encouraged to take part in the local job fairs and advertise positions locally.

8.3.2 The contractor will also be required to pay their staff the London Living Wage in line with the Council's requirements.

## **9. EQUALITY IMPACT IMPLICATIONS**

There is no impact on or changes to the current service being delivered so an Equalities Impact Assessment is not needed

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

Performance management of the parking contract will be essential. We will be drawing up new key performance indicators as part of the contract specification.

## **11. HEALTH AND SAFETY IMPLICATIONS**

When work is undertaken by a contractor there are key messages to remember that both parties will have responsibilities under health and safety law. Measures should also be taken to regularly review contractors' performance to ensure that the contractors' work, which forms part of the employers undertaking is being conducted in a way that is legally compliant.

## **12. PUBLIC HEALTH IMPLICATIONS**

Transport is a major determinant of health and controlling parking is part of this. Inappropriate parking can prevent others from conducting their daily business, blight the landscape and create areas of danger for pedestrians and cyclists. Enforcing appropriate parking is therefore a necessary function

## **Background Papers**

None