

Chief Executive

2 Franklin Street
BELFAST
BT2 8DQ

Tel: 028 9536 3863

Email: FOI.BSO@hscni.net

23rd July 2024

BY EMAIL

Our Ref: FOI 2236

Dear 

Your request for information was received on 27th June 2024 and was dealt with under the terms of the Freedom of Information Act 2000. Please be advised that the Business Services Organisation (BSO) has now completed its search for the information you requested below:

Kindly and urgently forward a copy or provide links to the technical specifications and commercial agreement in the tender and award documentations and advise who was invited to consult in formalising the technical specifications and what their credentials are and who was awarded this contract through the Contract Adjudication Group (CAG)?

Please see Appendix 1, Appendix 2, Appendix 3 and Appendix 4 attached

Section 40 Personal Information

Redactions have been carried out to documents on the grounds of Sections 40 (2) and (3) (a)(i) (*personal information*) of the Freedom of Information Act 2000. This exemption is absolute and no public interest test is required. The identification of named individuals and personal contact details constitutes personal data as defined in the Data Protection Act 2018 (DPA) and disclosing it would breach the fair processing principle set out in the DPA.

Section 43 Commercial Interests

Redactions have been carried out to documents on the grounds of section 43(2) of the FOIA states that "*Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).*"



Under the FOIA, section 43 (commercial interests) is a qualified exemption. This means that even if information falls within an exemption, a public authority is under a duty to consider whether disclosure should nevertheless be made in the public interest.

A copy of the public interest test, as applied by BSO, is provided for your information

The Public Interest Test

In determining whether or not the public interest in withholding information outweighs the public interest in disclosing information, BSO considered the factors favouring disclosure and the factors against disclosure. The application of the Public Interest Test is set out below.

Exemption claimed in respect of Section 43(2) Commercial Interest			
In favour of disclosure of information		In favour of not disclosing information	
1	Expenditure of public money requires openness, transparency and accountability.	1.	The disclosure of the information may prejudice the winning tenderers' market position and therefore its commercial interests.
2	Disclosing information could feasibly aid the public in understanding public authority contracting arrangements and tendering processes.	2	Deter competition for public sector contracts – There is a public interest in ensuring that companies can compete fairly and that there is fair competition for public sector contracts. Disclosure of the information may prejudice this.
3	Promoting competition for public sector contracts –There is a public interest in ensuring that there is competition for public sector contracts. Increasing access to information about the tendering process may encourage more potential suppliers to enter the market. This could lead to improved bids/service improvements being submitted in future.	3	Disclosure may restrict the number of companies willing to work with the public sector for fear of losing a commercial advantage through the release of their tender documentation.

		4	Disclosure may deter suppliers from bidding for future opportunities. This in turn may lead to HSC not being able to attract the optimum service providers which will ultimately impact on the quality of service provided to the public.
		5	The release of such information to competitors could expose BSO PaLS to breaches of the principles of transparency, non-discrimination and equal treatment.
		6	The confidential nature of the information if disclosed could result in a claim for breach of confidence.

1. Consultants to draft and approve the technical and commercial aspects of an ANPR system to be retrofitted to existing ZEAG parking systems. What is the impact of highly questionable maintenance and software upgrades and end of life systems at different stages at each facility.

BSO PaLS do not hold this information, the Trusts may be able to advise

2. How have the trusts identified and engage with impartial industry experts on ANPR systems?

BSO PaLS do not hold this information, the Trusts may be able to advise

3. Did the consultants draft and approve necessary civil and network infrastructure changes to all of the parking facilities?

BSO PaLS do not hold this information, the Trusts may be able to advise

4. Have the documents prepped and ready for procurement procedures?

Response will follow in FOI2255

5. How was the procurement documents issued to all interested parties for bidding.

The tender documents were issued via eTendersNI

6. How was the evaluation of bids conducted with specialist industry experts?

The evaluation of bids was conducted in accordance with the Tender Evaluation Methodology and Marking Scheme as agreed by the Contract Adjudication Group.

7. On the existing equipment, why are magstripe parking tickets used in the trust's hospital environments, especially with the newer equipment as at Ulster and other sites?

BSO PaLS do not hold this information, the Trust may be able to advise

The magstripe parking ticket system is antiquated technology. It uses Low Coercivity (LoCo) read write magnetic foil that is highly susceptible to corruption of data on track 2 and 3 when brought near any electronic inductive equipment (MRI/CT security scans, smart phones etc). Because the magnetic foil has different thermal coefficient properties to the thermal top board, this causes paper twisting and feeder jams in the machines, especially on more humid days.

8. The global norm is for hospitals and other similar environments to be using barcode tickets. Zeag offer barcode ticket systems, and the current magstripe equipment can be easily converted to a barcode system with alternative readers at the APS and LX stations. This should significantly reduce maintenance costs by removal of extremely expensive magnetic heads.

Your comments are noted, however BSO PaLS do not hold this information, the Trusts may be able to advise.

9. There is an additional charge for each colour on the parking ticket. If the trusts are trying to find ways to reduce the operational costs, why are the trusts paying a premium of 3 colours on the parking tickets?

BSO PaLS do not hold this information, the Trusts may be able to advise

10. The exemption clause on the back of the parking ticket is lawfully misleading as per the unfair trading terms. "...the Proprietor is in no way responsible for the loss, injury or damage sustained by them..." The Proprietor, whether "responsible" or not, cannot apply a misleading limitation of liability clause for injury as an exemption clause in contractual use for parking. What is the trusts true intention with this exemption clause?

BSO PaLS do not hold this information, the Trusts may be able to advise

- **What were the "legal challenges" that took 6 months from November 2023 to May 2024 and how much did this impact procurement pricing?**

Legal proceedings were issued against the contract award decision by two unsuccessful tenderers in January 2024 and both sets of proceedings were discontinued in February 2024. The challenges didn't impact the procurement pricing at all- there was no change to the tendered prices

- **If the rollout commissioning is expected Autumn 2024 – then why did the 2024 hospital act push out the 2022 hospital act to 2026.**

BSO PaLS do not hold this information, the Department of Health may be able to advise.

- **Legislation regarding ANPR and data protection rules and responsibilities under the Data Protection Act 2018 ("the DPA 2018"), and also responsibilities under the predecessor legislation, the Data Protection Act**

1998 (“the DPA 1998”) – the ICO. And as per the Protection of Freedoms and the keeping of personal data and appointment and functions of a commissioner + Code of practice for surveillance camera systems?

1. The trusts must have regard to the surveillance camera code when exercising any functions to which the code relates. Which code will the trusts be using?

BSO PaLS do not hold this information, the Trusts may be able to advise

2. Is there a Surveillance Camera Commission in NI for CCTV which oversee the trusts code of conduct for the implementation, monitoring and reporting of abuse of the ANPR system?

BSO PaLS do not hold this information.

3. What is the trusts intended operational procedure in terms of retaining personal data on the ANPR database?

BSO PaLS do not hold this information, the Trusts may be able to advise

4. Has the detail of this information been made public and is there public consultancy on this?

BSO PaLS do not hold this information, the Trusts may be able to advise

5. Has an impact assessment on people's privacy been compiled in accordance with Article 8 of the European Convention on Human Rights? What are the necessary factors that the trusts have considered (in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others) that will necessitate the implementation of the ANPR system?

BSO PaLS do not hold this information, the Trusts may be able to advise

6. Has a data controller for the ANPR system been appointed and are there proper qualified operators available to administer the complexity of the system and the additional operational demands? Has the system been upgraded to secure direct and indirect access – e.g. automated idle time user lockouts.

BSO PaLS do not hold this information, the Trusts may be able to advise

7. Has the proposed system been established on a proper legal basis and operated in accordance with the law?

BSO PaLS do not hold this information, the Trusts may be able to advise

8. Is it justified in the circumstances?

BSO PaLS do not hold this information, the Trusts may be able to advise

9. Is it proportionate to the problem it is designed to deal with?

BSO PaLS do not hold this information, the Trusts may be able to advise

10. How will the ANPR system be configured for both UK and IE libraries?

BSO PaLS do not hold this information, the Trusts may be able to advise

11. What is the retention period for ANPR data?

BSO PaLS do not hold this information, the Trusts may be able to advise

12. Is there an option for the parker to opt out of surveillance but still have access to healthcare?

BSO PaLS do not hold this information, the Trusts may be able to advise

I hope that the information provided assists you. If you are dissatisfied in any way with the handling of your request, you have the right to request a review. You should do this as soon as possible or in any case within two months of the date of issue of this letter, as the BSO, along with all other public authorities are not obliged to accept internal review requests after this period has lapsed.

In the event that you require a review to be undertaken, you can do so by writing to

Information Governance Manager,
2 Franklin Street,
Belfast,
BT2 8DQ

If, following an internal review, carried out by an independent decision-making panel, you remain dissatisfied in any way with the handling of the request, you may make a complaint under Section 50 of the Freedom of Information Act, to the Information Commissioner's Office and ask that they investigate whether the BSO has complied with the terms of the Freedom of Information Act.

You can contact Information Commissioner at:

Website: www.ico.org.uk
Phone: 0303 123 1113
Email: casework@ico.org.uk
Post: Information Commissioner's Office
3rd Floor, 14 Cromac Place
Belfast
BT7 2JB

In most circumstances the Information Commissioner will not investigate a complaint unless an internal review procedure has been carried out. However, the Commissioner has the option to investigate the matter at his discretion.

Yours Sincerely,

A handwritten signature in cursive script that reads "Karen Bailey".

Karen Bailey
Chief Executive

Scoping and Specification

Tender Number:	4565034
Contract Title:	Car Parking Solution Incorporating Automatic Number Plate Recognition and Enforcement
Period of Contract:	Five Years from the date stated on the Award Letter with provision to extend for up to and including 36 Months

Tenderers should note that the Specification incorporates the content of this document and the Call for Tender (Ref: 4565034)

Revised 09/11/2023

Contents

1. Introduction and Overview	4
1.1 Introduction.....	4
1.2 Definitions.....	4
1.3 Contract Scope.....	4
1.4 Out of Scope.....	5
2. Services Required	5
2.1 British Parking Association (BPA) Approved Operator Scheme	5
2.2 ANPR System.....	6
2.3 Signage	7
2.4 Vehicle Management.....	8
2.5 Patrol Wardens / Civil Parking Enforcement.....	8
2.6 Parking Charge Notice (PCN) Issue and Processing	10
2.7 Handheld and Mobile Devices	12
2.8 Clamping and Removals Management.....	12
3. Implementation	12
3.1 Implementation Plan	13
3.2 Installation, Project Management and Commissioning	14
4. Training	16
5. Cyber Security	16
6. Standards.....	17
7. Customer Support.....	17
7.1 Key Account Manager and Key Account Team	17
7.2 Complaints Handling /Helpdesk.....	18
7.3 Reporting Tool	18
8. Changes to Service	19
9. Maintenance.....	19
9.1 Maintenance	19

9.2 Call-Outs.....	20
9.3 Key Performance Indicators	20
9.4 Warranty	20
9.5 Spare Parts.....	21
10. General Requirements	21
10.1 Initial Contract Period	21
10.2 Quantities/Estimated Usage	21
10.3 Contract Management	21
10.4 Management Information.....	21
10.5 Deliveries.....	22
10.6 Invoices	23
10.7 Environmental Considerations.....	27
10.8 Human Rights and Ethical Procurement.....	27
SCHEDULE 4 – SOCIAL CONSIDERATONS SCHEDULE.....	29
SCHEDULE 5 - SECURITY SCHEDULE	52
SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	56
SCHEDULE 7 – NOT USED.....	59

1. Introduction and Overview

1.1 Introduction

This procurement process will lead to the award of a Contract for a car parking solution incorporating Automatic Number Plate Recognition (ANPR) and enforcement to meet the requirements of Health and Social Care Northern Ireland (HSCNI).

This is a new requirement in order for the Clients to comply with the Hospital Parking Charges Act (NI) 2023 by 1 May 2024 to provide free car parking to legitimate users.

1.2 Definitions

A full list of the definitions and interpretations which apply to these documents and all other documents can be found in the Public Sector Standard Conditions of Contract for Supplies, Services and ICT Contracts SS16 and Commercial Conditions of Contract for Services Contracts SS17ac.

1.3 Contract Scope

The scope for car parking solution will include ANPN and enforcement for car parks on the Client's sites below with the provision for sites to be added or removed as required by the Client. Some sites will require equipment only, see below, at implementation and will onboard at a later stage.

- **Belfast Health and Social Care Trust (BHSCT)**
 - Belfast City Hospital
 - Mater Hospital
 - Royal Victoria Hospital
- **Northern Health and Social Care Trust (NHSCT)**
 - Antrim Area Hospital
 - Causeway Hospital, Coleraine
- **South Eastern Health and Social Care Trust (SEHSCT)**
 - Ards Community Hospital
 - Bangor Hospital - Equipment only
 - Downe/Downshire Hospital - Equipment only
 - Lagan Valley Hospital, Lisburn
 - Ulster Hospital, Dundonald
- **Southern Health and Social Care Trust (SHSCT)**

- Craigavon Area Hospital
- Daisy Hill Hospital, Newry
- **Western Health and Social Care Trust (WHST)**
 - Altnagelvin Acute Hospital, Londonderry
 - Omagh Hospital and Primary Care Complex
 - South West Acute Hospital (SWAH), Enniskillen

The scope will require all equipment associated with the car parking solution be delivered by the end of March 2024 and the solution must be fully installed and operational for the go live date of 1 May 2024. The equipment associated with the car parking solution will be purchased and owned by the Client.

The scope will require the Contractor to capture predominantly ANPR data and supplementary from patrol wardens employed where ANPR is not suitable; liaise with DVLA; issue Parking Charge Notice (PCN); chase payment and escalate to recover debt, if required.

There may be a requirement during the of the Contract for Services to be added or removed.

1.4 Out of Scope

Barriers and pay stations are considered out of scope of this Contract.

2. Services Required

The Contractor must provide ANPR car park management solution across the identified car parks in Appendices 1 to 5. This allows the Client to manage free car parking for patients, staff, and visitors whilst also maintaining control of car park capacity and traffic flow on site. It will also deter motorists from abusing free car parking facilities and ensures availability on site for everyone who needs to use the car parks.

2.1 British Parking Association (BPA) Approved Operator Scheme

The Contractor must be a member of the BPA Approved Operator Scheme. During the life of the Contract the Client may request evidence of membership, if requested the Contractor must provide this at no additional cost to the Client.

2.2 ANPR System

2.2.1 The Contractor must provide as a minimum the following:

- Supply and install ANPR cameras, poles and mounts situated at strategic locations within each car park. The cameras must be HD digital single cameras providing a black and white overview and number photographic plate patch through the one single camera. The cameras must be able to communicate via LAN, WAN, Broadband or 4G/5G. The cameras must be able to capture legally enforceable data images 24 hours a day, 7 days per week. The cameras must be for external use and weatherproof.
- Supply and install 15" minimum touch-screen terminals, incorporating anti-glare screen; user instructions; full alpha numeric touch screen keypad for number plate entry; multi-functional capability; automatic search facility for number plate identification and multi communication / language facility. The touch screen terminal must be energy efficient lower power consumption; any external touch screen terminals must have an anti-condensation heater and operate in environments ranging from -20 °C to +40 °C. The touch screen terminal must include a cabinet with door that is constructed from 2mm steel minimum; door hinges of strength and recessed to protect external attack; a multi-point door locking system and be drill resistant and have an alert system when the door is opened. The touch screen terminal must be able to advertise Client related information as a screen saver; update and upgrade software as new versions become available and to provide full undisclosed transaction logs for all activities that the machine has performed including access and maintenance. The touch screen must be wipeable and can be cleaned as per the manufacturer instructions. The touch screen terminals is a means for patients, staff and visitors to enter vehicle registration numbers and validate attendances or enter blue badge details.
- Supply and install a full solution including server, software and router, cabling including coax, telephone, and broadband lines.
- Any cabling must be suitable for external use, where required.

2.2.2 The Contractor must provide an ANPR system to capture and record vehicle registration numbers and must integrate without any manual intervention with the current car parking system entry and exit barriers.

The Contractor must have the capability to incorporate an integrated ANPR system within the Client's entry and exit barrier requirement. The current barriers operate via induction loops, fobs and taking a ticket.

The ANPR system must:

- Capture Vehicle Registration Number (VRN) information for vehicles at all entry and exit lanes.
- Have a correct read rate of a minimum 98% of all UK VRNs in normal operating conditions. To clarify if 100 cars pass through the ANPR camera a minimum 98 of the number plates of these 100 cars will be read correctly.
- Allow ticketless entry for authorised vehicles.
- Ability to deny access to a blacklist of vehicles.
- Store VRNs in a database along with the time and date for a minimum period of 3 months and in accordance with the Information Commissioner's Office guidance.

2.3 Signage

The Contractor must provide signage which must be approved by the Client including the location before it is erected. The Contractor must ensure as a minimum:

- Provide signage to inform patients, staff and visitors of car park regulations and any charges, if applicable. The minimum size for all entrance and exit signs will be 1200cm x 900 cm. Signage must meet relevant statutory and legislative compliance and in more than one language, if required. It must also meet the standard set out in the BPA Approved Operator Scheme Code of Practice and be visible and obvious.
- Signage must be provided in sufficient numbers and locations to ensure drivers are aware of the terms and conditions applied to the areas; must be erected that does not inhibit pedestrian or vehicular movements, care must be taken to accommodate high sided vehicles.
- Signage must display, as a minimum:
 - Car park number/name.
 - Zone location, if used.
 - Parking charge advisement.
 - Parking charge payment options.
 - HSC/Trust branding.

- Appeals process contact number including Parking on Private Land Appeals (POPLA).
 - Signage must be of a suitable material able to withstand weathering.
- Signage must be legible and updated as agreed with the Client.

2.4 Vehicle Management

There may be a requirement for permits including virtual permits to be issued and processed for the car park users during the life of the Contract. If required the Contractor must work with Client to provide an integrated visual and virtual web based permit system which allows the Client to:

- Process online permit applications.
- Process online permit applications renewals.
- Process online permit holders' amendments.
- Upload and receive documents.
- Interact with capture equipment i.e. hand held devices.

The Client must have the flexibility to amend permit management as and when required without any additional cost.

2.5 Patrol Wardens / Civil Parking Enforcement

The Contractor must provide patrol wardens to visit car parks every day to catch offending vehicles which are in breach of the car park rules and to assist in the free flow of traffic during normal working hours, 8am to 5pm. There will also be an out of hours requirement for some of the sites. The purpose of patrolling is to prevent as a minimum the following:

- Parking outside of marked bays.
- Parking on double red/yellow lines or other restricted/forbidden areas.
- Parking on any non-designated parking areas.
- Parking in disabled bays without displaying current and relevant particulars.
- Waiting in a drop off or delivery zone beyond the permitted time.
- Issuing warning notices and/or information leaflets.
- Potential to extend the technology to the management and enforcement of Electric Vehicle (EV) charging areas.
- Patrol wardens are also required to offer assistance and to include but not limited to:
 - Help with using the ANPR terminals.
 - Giving directions to hospital entrances.
 - Explaining HSC Smoke Free Policy in our hospitals, grounds and premises.

- To record any incidents, anti-social behaviour or crime observed or informed about and liaise with Client's security department and Police Service of Northern Ireland (PSNI) as appropriate.
- First fault maintenance.

The normal working hours are between 8am and 5pm Monday to Friday excluding public and bank holidays. Out of hours are between 5pm to 8am Monday to Friday, Saturday and Sunday and public and bank holidays.

The frequency and timing of patrols will vary from site to site and the site specific requirements will be agreed with the Contractor during implementation. Some sites may require 24 hour enforcement and patrol wardens may be required during these times.

The requirement for the Contractor's patrol wardens may not be required for all sites, in these instances the Contractor must provide all training including any industry standard and/or recommended BPA qualification as applicable to Client's staff to become patrol wardens during implementation and as required during the life of the Contract.

2.5.1 Contractor's Staff

The Contractor's staff must follow the Client's site specific rules which will be advised to the Contractor. The following rules as a minimum must be adhered to:

- The Contractor must ensure that all staff and sub-contractors are aware of infection, prevention and control measures including:
 - Hand hygiene must be performed on entering and leaving the work area.
 - Wearing of personal protective equipment (PPE) where required.
- No smoking on all sites.
- Access to buildings within the scope of the Contract must be agreed with the Client to ensure security at all times.
- The Contractor is responsible for all staff on site.

The Contractor must ensure that all staff on site must as a minimum:

- Have a uniform that identifies the Contractor.
- Their clothes and footwear are clean and presentable.

- They must be provided with all necessary PPE as identified through the Contractor's risk assessment of the task and environment.

The Contractor must ensure that all staff wear a photographic identify card whilst on the Client's sites. The photographic identify card must include:

- Contractor's name and address.
- Company logo.
- Employee's photograph.
- Name.
- Signature.
- Contact telephone number for verification.

The Contractor must ensure that all staff working on this Contract have as a minimum a basic AccessNI check.

The Contractor must be responsible for the conduct, attendance and performance of all staff and sub-contractors who are engaged in the execution of the Service.

The Contractor must ensure that all staff and sub-contractors are licensed to drive the class of vehicle used in the Service.

2.5.2 Vehicles

The Contractor must ensure all vehicles used in the operation of the Service are taxed and insured.

The Contractor must ensure that all vehicles used in the operation of the Service are identifiable whilst on the Client's premises.

The Contractor must have GPS tracking on all vehicles used in the operation of the Service.

2.6 Parking Charge Notice (PCN) Issue and Processing

The Contractor must provide a system that meets the following requirements for issuing and processing PCNs:

- Allows for PCNs to be processed in line with the relevant legislation for private land and in accord with BPA Approved Operator Scheme good practice.
- Includes an end-to-end PCN processing tool.
- Includes an automated progression of PCN stages.
- Includes a tool to manage challenges and appeals.
- Allows for the manual uploading of photographs.
- Allows for the processing and logging of payments from a variety of sources to include, but not be limited to, online, postal, cash.
- Includes a debt management tool which allows for formal legal proceedings, if requested.
- Includes a dedicated web portal for the public to make PCN payments, fully integrated with the PCN software.
- Has the ability to include a Driver Vehicle and Licencing Agency (DVLA) registry.
- Has the ability to incorporate existing data from a different provider, for example the barrier and ANPR systems must be able to work in concert when a vehicle enters or exits a barrier controlled environment.
- Interacts with a variety of capture equipment to include but not be limited to handheld devices, written notices and ANPR.
- Allows for hosting by either the Contractor or the Client. It is envisaged the Client will have the ability to view live data (subject to GDPR/PIA requirements) on unauthorised vehicle activity and to electronically mark the event with a waiver to prevent PCN issue.

The Client will advise the Contractor the maximum number of PCNs which can be issued per day, per site. It is anticipated that the charge for PCNs will be £40 and then £70 after 14 days. The Client reserves the right to set and revise the maximum number of PCNs and charges during the life of the Contract. The Contractor will charge a fee for each PCN issued with 100% of the paid PCNs being returned to the Client as either as a reduction on the invoices or as a separate credit.

The Contractor must operate an appeal process for processing of appeals. This must be approved by the Client during implementation. A flow chart to show the escalation process is required to show how appeals are handled.

For the majority of Clients appeals against PCNs will be dealt with by the Contractor, however the Client reserve the right to waive/cancel any PCN and provide white and black lists. For one Client the appeals will be dealt with by that Client.

2.7 Handheld and Mobile Devices

The Contractor must be able to provide handheld and mobile devices and printers to facilitate PCN processing. These devices must meet the following requirements:

- Fully integrate with the software system.
- Be GPS enabled.
- Be WLAN (IEEE802.11b/g) enabled.
- Be Bluetooth enabled.
- Include a minimum 2.0 Mega Pixel integrated camera with flash, to record evidence of potential parking enforcement events and parking ticket contraventions.
- Include a high capacity battery.
- Include as minimum Windows Embedded CE 6.0 (or similar) software.
- Be water resistant.
- Be able to be used in all weather conditions.
- Store, handle and transfer the data in real time to the Contractor's software in accordance with GDPR requirements and PIA.

The Contractor must provide consumables for PCN processing and issuing.

2.8 Clamping and Removals Management

The Contractor must be able to provide clamping and removals management, if required by the Client and as agreed by the Client.

3. Implementation

The Contractor must ensure that a tailored implementation plan is in place to ensure the smooth transition of the Service for the Client. The Contractor will be required at implementation to ensure that operational activities are managed effectively. The Contractor must provide support and guidance to the Client throughout the implementation phases and the during the life of the Contract.

Within 5 days of Contract award the Contractor will be required to contact the Client representatives to have an initiation meeting to develop and agree a tailored implementation plan which details key milestones, resource allocation and timeframes for the Services to be established.

The Contractor must ensure that all equipment associated with the Car Parking Solution must be delivered by the end of March 2024 and the solution must be fully installed and operational for the go live date of 1 May 2024.

The Contractor must invoice each Client separately as agreed between the Client and Contractor.

3.1 Implementation Plan

The implementation plan must be agreed within 5 days of the initiation meeting taking place and will include as a minimum but is not limited to:

- Site surveys for the installation of equipment.
- Risk assessments for sites and mitigating measures required if necessary. Any revisions to the current risk assessment register must be agreed with the Client's representative within 30 days from the Contract Commencement Date.
- Agree frequency and method of communication through implementation stage with Client representatives.
- Detail key dates, milestones, resource allocation and timescales.
- Training and user guides, if required for Client's patrol wardens and for the online portal.
- Business continuity plan.
- Confirm Key Performance Indicators (KPIs).
- Process for managing the Contractor's patrol wardens including performance and absence management.
- Provide information and media resources for successful implementation.

The Contractor must establish a communication process with the Client's representatives. The Client's representatives will require at least a weekly update with the Contractor during the period of implementation, i.e. between agreement of the implementation plan and Commencement Date of Contract, to discuss progress against the Implementation Plan and ensure service delivery on commencement of the Contract.

It is anticipated that there will be a soft launch of the solution for the first month of go live. This means no PCNs will be issued during this time, instead warnings of infringements will be identified to the user of the vehicle. The Client will discuss and agree with the Contractor how this will be managed during implementation.

3.2 Installation, Project Management and Commissioning

The Contractor will either install the hardware equipment with their own in-house engineers, or sub-contract installation work to a nominated third party. Installation work may include but not be limited to:

- Groundworks for soft and hard landscapes, including digging trenches, removal of waste.
- Electrical work, including the supply and installation of all associated electrical equipment. such as distribution boards, breakers and cabling required and laying of such cabling.
- Traffic management where required.
- Equipment installation including fixing to the wall etc., connecting to the mains, switch on, testing and commissioning.
- Site re-instatement, including asphalt, paving flags, turf and all other re-instatement materials.
- Providing new ducting unless agreed with the Client that they can share existing ducting.
- Providing all data connections to any independent data network including all cabling, ducting and equipment associated with the capture and use of ANPR data.

The Contractor must liaise with the Client's Estates Department before commencement of any works:

- The Contractor will be responsible for managing the schedule of works and the sub-contractors and regular communication with project updates with the Client.
- All staff must be qualified and received induction and orientation by Estates Department and follow all H&S policies of the Client including any permit to work systems which may be in place.
- There must be no additional installation costs, unless the Contractor has to undertake, for example, substantial additional work on the electricity supply, which could not be foreseen. In any event, the Contractor's price for the additional works must be itemised to the Client and agreed before commencement of work.
- The Contractor will commission the equipment and all hardware equipment is communicating with the back office system, if installed, etc.

- A site acceptance test must be completed by the Contractor and first line maintenance instructions must be provided to the Client in writing.

All cabling and associated works must be carried out in accordance with BS7671 18TH Edition, ACOP'S and building regulations, and British Standards.

Cables must be buried where ducted no less than 450mm deep, or 600mm if unducted, the appropriate backfilling must be used to include 150mm sand with tape on top of the sand, and topsoil/hard fill.

All columns must have a root for planting to a depth shown by the middle range listed in Clause 5 of Part 2 of BS 5649 as below:

5 metre columns 800mm planting depth

6 metre columns 1000mm planting depth

8 metre columns 1200mm planting depth

10 metre columns 1500mm planting depth

12 metre columns 1700mm planting depth

- All columns must have a cable entry slot 75mm x 150mm with the top of the slot 350mm below ground level with a 50mm duct in the cable entry hole to protect incoming cable.
- Concrete used in the backfill must be grade ST5 as specified in the Specification for Highway Works or equivalent as agreed with Estates Project Manager.
- In the event of cable damage, however slight, to any lighting cable the Contractor must immediately inform the Estates Project Manager who will assess the damage and determine what action is required, the repair of the damaged cable must be treated as detailed above, and must be carried out at the Contractor's expense. If the damage to any cable extends into the cable armouring, then a new length of the same cable is to be installed.
- Cable Location: The Contractor is responsible for locating and marking all existing lighting power cables under the Client's permit to dig.
- All metallic parts of the equipment, column, luminaire and any other applicable gear must be bonded together to form a continuous earth path to the earth stud of the column.

All RAMS to be issued prior to work commencing / all work will be re-measured against PSA rates:

- Works to comply with all relevant British Standards and ACOP.
- The Contractor must visit the site to ascertain the nature and extent of the works.
- The Contractor must confirm all dimensions on site and must not use scale off drawings.
- Site to be left clean and tidy on completion of works.
- All works to be programmed and agreed with Estates Project Manager.
- All isolations to be carried out under Estates supervision and Permit systems.
- All areas are to be scanned and relevant services drawings obtained and checked prior to cutting ground.

Trenching must be appropriate to the depth of the dig, the substrate being cut through and the location of other services.

All poles must be galvanised steel poles minimum 60mm in diameter.

4. Training

The Contractor must provide training and technical support requirements and the below requirements are only designed as the minimum criteria the Contractor is expected to meet, this training must be carried out during implementation and the life of the Contract where required.

- The Contractor must offer comprehensive training to the Client to ensure that all their operational staff are competent users of the system hardware, software and reporting capabilities, at no additional cost to the Client.
- The Contractor must provide training including any industry standard and/or recommended BPA qualification as applicable for Client's patrol wardens during implementation to be completed by the go live and as required during the life of the Contract.

All material required for the training must be accessible electronically however if required hard copies must be supplied at no additional cost to the Client.

5. Cyber Security

The Client is cognisant of its own and its Contractors' obligations with respect to GDPR compliance. The Client is also aware of the ongoing risk of cyber-attack either direct or indirect on its systems. To ensure compliance with its obligations with respect to GDPR and to minimise

the exposure to cyber-attack the Client will require the Contractor to have achieved a Cyber Essentials certification on to the Contract Commencement Date and maintain this certification for the duration of the Contract. The Certification must cover the scope of all aspects of this Contract.

The Contractor must adhere to the requirements in Appendix 6 – HSC Security Management Schedule and Appendix 7 – HSC Supplier Security Policy.

6. Standards

The Contractor must comply with the current statutory requirements, regulations, legislation and standards and any subsequent updates or revisions. All data is held within the United Kingdom.

7. Customer Support

The Contractor must provide the following customer support as a minimum:

7.1 Key Account Manager and Key Account Team

The Contractor must appoint a key account manager and key account team for the Contract Period that will be point of contact and escalation point for all contractual issues. The key account manager and key account team must be included in a full organisation chart showing the escalation contact points.

The key account manager will be directly responsible for the day-to-day operations of the Contract. The key account team will provide operational support under the key account manager's direction to ensure the smooth implementation and service delivery for the duration of the Contract period.

Account management must include as a minimum but is not limited to:

- Sales and marketing.
- Contract management and governance, including a complaints escalation procedure.
- Implementation activity, planning and technical assistance.
- Training.
- Provision of Management Information.
- Sharing and implementing within this Contract when established of Industry Best Practice.

- Opportunities for innovation and how to implement within this Contract when established.
- Monthly invoices, broken down by Client and by site, where requested by the Client.
- Regular review meetings agreed with the Client representatives to discuss performance.
- Coordinating and collating information in response to a complaint or enquiry received by the Client and within an agreed stipulated timeframe.

7.2 Complaints Handling /Helpdesk

The Contractor must have a complaints procedure in place to effectively manage and resolve issues on a day-to-day basis and an escalation process where issues cannot be resolved. A process chart must be provided to Client representatives outlining the process should there be a complaint or issue identified.

The Contractor must provide a Helpdesk facility to handle all ANPR and PCN related complaints which is suitable to receive enquiries from patients, staff, visitors, service providers, emergency services, and approved sub-contractors employed by the Client and offer a responsive service to deal with telephone enquiries where other means of resolving queries have failed. Core hours will be agreed between the Contractor and business areas but will typically be 9am to 5pm Monday to Friday.

7.3 Reporting Tool

The Contractor must provide a web based management reporting tool so real time data can be accessed from a database allowing the Client access a variety of reports relating to the ANPR system and enforcement.

The tool reports on, as a minimum, but not exhaustive to the following per car park:

- Number of vehicle movements.
- Duration of stay.
- The tool allows files to be exported in a standard MS Office format e.g. MS Excel, PDFs and csv format daily flow.
- Occupancy by hour.
- PCN's issued, including location, type, etc.

The Contractor must produce and issue a report each month to the Client. The report must provide the Client with the following:

- Number of fixed penalties issued for staff and for visitors; the number paid and at what rate and staff and visitor split.
- Staff repeat offenders – The Client to be notified on 3 fines per staff per year. Staff members may be identifiable as repeated vehicles on site for the duration of a shift or half shift with a regular pattern of parking behaviour. The Contractor will discuss and agree with the Client a system to identify likely offenders.
- This information must be broken down based on each parking location for each site.

The format and the date of the report must be agreed between the Contractor and the Client.

8. Changes to Service

During the life of the Contract period there may be changes to the requirements as follows:

- Additional Service. The Client acknowledges that such changes to Service may attract a charge; however the Contractor must keep such a charge to an absolute minimum.
- Reduction to Service. The Contractor must accommodate such changes, ensuring no additional cost or a reduction in costs were appropriate.
- Additional and removal of sites.
- Patrol Wardens. The Contractor must accommodate the change from Client's patrol wardens to Contractor's patrol wardens.

Any changes to Service must be agreed with the Client and Contractor before implemented.

9. Maintenance

9.1 Maintenance

The Contractor must provide regular maintenance and updates of their software to the Client as per the manufacturer's instructions for all equipment provided, maintenance fee for equipment will commence after the warranty period of 12 months has expired.

The Contractor must ensure that all work being carried out on site must be by a suitably qualified trained member of staff for the class of work being undertaken, with clearly viable photographic identification.

The Contractor must provide technical support to the Client including a dedicated helpline number, dial in health checks, service engineers, etc.

The Contractor must provide a manned helpdesk support available during working hours 8am to 5pm Monday to Friday, excluding bank and public holidays.

The Contractor must provide a dedicated email address to the Client where the Client can email their queries.

The Contractor must ensure that all equipment and signage are cleaned and maintained a minimum of 4 times per Year and provide evidence that this has been completed.

9.2 Call-Outs

The Contractor must ensure that all call-outs must be responded to within an 8 hour period Monday to Friday between the hours of 8am to 5pm. Service reports must be completed for each visit and be available to the Client when requested.

The Contractor's staff must report to the Estates Department on arrival on site and adhere to policies and procedures of the Client. The Client will provide contact information during implementation.

9.3 Key Performance Indicators

The Client will measure as a minimum the following KPIs for maintenance:

- Downtime of hardware and software – less than 5%.
- Engineer visits – 98% within agreed timescale.
- First time fixes – 95%.
- Parts – 95% available on attendance e.g. first engineer visit following call out.

KPIs will be reviewed throughout the life of the Contract.

9.4 Warranty

The Contractor must provide a minimum 12 month warranty for all equipment supplied and/or installed. The warranty must cover parts, labour and any call-out/travel charges as a minimum and will commence upon handover of the project to the Client.

9.5 Spare Parts

The Contractor must ensure that they use original equipment manufacturer (OEM) spare parts for all maintenance and repairs. The Contractor must hold critical parts and consumables that are available for delivery to a Client within 24 hours of order. The spare parts supplied as part of this Contract must cost the Client no more than the manufacture recommended retail price (MRRP). The minimum period for the warranty of spare parts is 12 months from the date of replacement, excluding Fair Wear and Tear, must be provided.

10. General Requirements

10.1 Initial Contract Period

It is anticipated that the Initial Contract Period will be five years.

10.2 Quantities/Estimated Usage

The quantities, which it is anticipated will be required under this Contract, are set out in the SS19a Pricing Schedule. This information is given for the guidance of the Contractor and is not deemed to be a condition of Contract or a guarantee of minimum demand or uptake. No compensation will be payable to a Contractor should the actual demand be less than that stated.

10.3 Contract Management

As part of the Contract management the Contractor will be invited to attend regular Contract review meetings with the Authority and possibly the Client where performance and all other issues pertaining to the Contract will be discussed. The Management Information provided will also be discussed. The frequency of these meetings will be advised following award.

10.4 Management Information

The Contractor will be required to submit Management Information (MI). The range of MI required, its frequency and timescales for submission will be agreed with the Contractor.

Typical MI required will include, but is not restricted to:

- Total value/volume of business transacted against the Contract split according to Service /Clients procured.
- Current POPLA BPA rating.

- BPA rating and non-conformances.
- Complaints received.
- Car parking utilisation per site.
- Vehicle activity per site.
- PCN data.
- Appeals data.

The MI may be required at individual business unit level, as well as at top level in the Client. It must be capable of being submitted in electronic format and be free of charge to Client.

10.5 Deliveries

Deliveries will be required to be made to the following participants:

- Belfast HSC Trust.
- Northern HSC Trust.
- South Eastern HSC Trust.
- Southern HSC Trust.
- Western HSC Trust.

As the Organisational structure and emphasis of care changes within HSC it may be necessary to add or remove delivery points to or from this section or amend current details of Organisations and corresponding addresses and Contractors will be advised accordingly.

The Contractor must supply with every delivery of the goods an advice note giving full and accurate details of the goods delivered (including, without limitation, their description, weight, measure and number). No goods must be delivered without an official order.

The Contractor must deliver the goods during normal working hours unless otherwise agreed with the Authority prior to delivery. All third party carriers engaged to deliver the goods must be deemed to be an agent of the Contractor and not of the Authority.

If the Contractor has notified the Authority in the offer document (or otherwise in writing) that it has appointed, or it intends to appoint, a third party (including, without limitation, a full line national or regional wholesaler) to act as its distribution agent:

- Such appointment must not relieve the Contractor of its obligations under the Contract.

- The Contractor must be liable for the acts or omissions of its distribution agent. Without prejudice to the generality of the foregoing, the Contractor agrees that any delivery time agreed between the Authority and the distribution agent in writing must be binding on the Contractor.

10.6 Invoices

Invoices must be quoted in Sterling (GBP) and forwarded to the address as indicated on the Purchase Order or written instruction to commence a Contract, or as advised by the Client and/or Authority quoting the Contract number and Purchase Order number (if applicable).

The Client will require all invoices to be submitted electronically within 10 days of the end of the month.

An invoice template is provided below and the Contractor should ensure that they adopt this template (as applicable) and include all the information as applicable to the Contractor's business and service provided to ensure that there is no delay in payment.

The Client will require the Contractor to send by email a Data Rich PDF invoice with supporting documentation.

Information on invoices is better left un-boxed as boxing makes the scanning process difficult.

The Client will require the Contractor to provide one file per invoice with supporting documentation. The Contractor should note that multiple files can be attached to a single email.

The Client will provide the Contractor with the following information which must be included on invoices:

- Name of the authorised officer and their department.
- Contract number.
- Purchase Order number (if applicable).
- Commodity details.
- Commodity location.

Invoices must be submitted in the format required by the Client and include:

- Name of the authorised officer and their department.
- Cost centre code.
- Contract number.
- Purchase Order number (if applicable).
- Full name and contact address of Contractor.
- Contract Price

Invoices received without the above information may be returned to the Contractor by the Client.

The Client reserves the right to withhold payment against any invoice which is not submitted in accordance with the Contract or which covers or purports to relate to supplies/services which have not been provided in accordance with the Contract, and must forthwith notify the Contractor accordingly in writing.

All invoices must be made payable to the Contractor and not to any nominated sub-contractor(s) of the Contractor.

During the Contract Period the Client reserves the right to review invoice procedures with the Contractor. This review may include the possibility of cost savings by amendments to the invoicing procedure.

Invoices for services carried out by the Contractor at the request of anyone other than the Authorised Officer may not be paid.

Unpaid Invoices

In the event that the Contractor experiences issues with regard to unpaid invoices, notification of the issues should be made by the Contractor in writing, by letter or e-mail, to the relevant Authorised Officer.

The Contractor must continue to fulfil all of the requirements of the Resultant Contract, while the issue is being dealt with. Specifically, the Contractor must not withdraw the service or threaten to withdraw service until a period of 4 weeks from receipt of the original notification has elapsed.

An example of the agreed invoice template is as follows:

Invoice Template

CONTRACTOR NAME

Address Details1

Address Detail 2

Address Details 3

Postcode

Telephone No.

Email Address

VAT Reg

INVOICE

Invoice Number:

Invoice Date:

Purchase Order No:

Contract Number:

Invoice to:

[XXXXXX] Health & Social Care Trust

PO Box 1045

Ballymena

BT42 9BU

Description	Price
[Name of Authorising Officer:	
Department:	
Contract Price:	
	£
	£
	£
	£

Total Net: £

Total Vat: £

Total Gross: £

10.7 Environmental Considerations

All packaging associated with the supply of the goods should be minimised, recoverable and should not exceed, by weight, specified concentrations of heavy metals. The Contractor must therefore ensure that packaging complies with the Packaging (Essential Requirements) Regulations 1998 SI 1165 (and any amendments) which implements the EU Directive on Packaging and Waste (94/62/EC) the Contractor must provide documentary evidence if requested of their compliance with these directives. Further information and guidance can be found on the BERR Website at: <http://www.bis.gov.uk>

The Contractor must provide, on request, such packaging data as required to discharge its duties under the Packing Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended).

The Contractor must provide, on request, information on the proportion of post-consumer recycled material in the product and in the product packaging.

The Contractor must provide, on request, information on the weight and volume of product packaging applied to products received under this Contract.

The Contractor must provide, on request, information on the management of the product and associated consumables at end of life including opportunities for re-use and recycling.

10.8 Human Rights and Ethical Procurement

Human Rights Act 1998

The Contractor must comply with all applicable provisions of the Human Rights Act 1998. The Authority reserves the right to request information on the Contractor's compliance with this Act at any time during the Contract Period.

Human Rights Policy

The Contractor must maintain a Human Rights Policy. The Contractor is required to provide a copy of this policy to the Authority within 30 days of Contract award. If a copy of the Policy is not received within this timeframe, the Authority will request a copy and this request must be actioned within 5 working days. The Authority reserves the right at any time during the Contract Period to request a copy of said Policy. This Policy must be agreed at Board (or appropriate organisational)

level by the Contractor's Board and published on the Contractor's website, where the Contractor maintains a website.

Modern Slavery Act 2015

In addition to Clause 19 of the Public Sector Standard Terms and Conditions of Contract, the Contractor is required to provide the Authority/Client, upon request, a copy of their Modern Slavery Statement, where the Modern Slavery Act 2015 (MSA) requires such a Statement to be maintained by the Contractor.

SCHEDULE 4 – SOCIAL CONSIDERATIONS SCHEDULE

1. Background

In accordance with the Procurement Policy Note (PPN) 01/21 (Scoring Social Value Policy), this Contract will deliver measurable social value outcomes.

2. Social Value Delivery Plan

The Contractor must deliver the services in accordance with this Schedule and their Social Value Delivery Plan and methodology submitted at Tender stage, unless otherwise agreed with the Authority, at the Authority's discretion.

The Authority may request an updated Social Value Delivery Plan at interims throughout the Contract, to take into account any increases in the Contract value, the Contractor's delivery of social value initiatives during a specific period and the Contractor's forecasted delivery of social value initiatives.

3. Social Value

The Contractor must deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged invoiced value of £3 million per annum. The social value initiatives which are eligible for inclusion on this Contract are outlined at clause 4.

The Contractor may provide a mix of all eligible social value initiatives as outlined at clause 4, or may provide only one or a subset of the eligible social value initiatives, based on business need and providing the social value initiatives deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged invoiced value of £3 million per annum.

The Contractor can deliver social value initiatives throughout the Contract, based on business need, providing the overall social value requirement as outlined in this Schedule is delivered within the lifetime of the Contract.

The Contractor must only count towards their Social Value points target those activities that have been delivered as a direct result of the social value requirements set out in this Schedule.

4. Social Value Points Matrix

Details of the number of points that each social value initiative generates can be found here:

THEME 1: Increasing secure employment and skills				
PFG OUTCOMES	SOCIAL VALUE INDICATOR	SOCIAL VALUE INITIATIVES	AMOUNT	SOCIAL VALUE POINTS (pro rata)
- Our economy is globally competitive, regionally balanced and carbon-neutral - We have an equal and inclusive society where everyone is valued and treated with respect - Everyone can reach their potential	1.1 Create employment, retraining and other return to work opportunities for those furthest from the labour market	Paid employment	52 person weeks FTE	75
		Paid employment – priority group		90
		Paid employment for a person with a disability	52 weeks FTE	90
		Unwaged work placements	4 weeks FTE	10
		Unwaged work placement priority group		15
		Unwaged work placements for a person with a disability	4 weeks	15
		Skills development and educational attainment	8 hours of support or training	10
		Skills development and educational attainment priority group		15
		Skills development and educational attainment for a		15

People want to live, work and visit here		person with a disability		
	1.2 Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas	Paid employment	52 person weeks FTE	75
	1.3 Create employment and training opportunities in industries with known skills shortages or in high growth sectors	Paid employment	52 person weeks FTE	75
		Paid employment – priority group		90
		Unwaged work placements	4 weeks FTE	10
		Unwaged work placements – Priority Groups	4 weeks FTE	15
		Skills development and educational attainment	8 hours of training or support	10
		Skills development and educational attainment – priority groups	8 hours of training or support	15
	1.4 Support in-work progression and educational attainment in the workforce, including training schemes that address skill gaps and result in	In-work progression and skills development for employees engaged on the Contract who are disadvantaged	1 strategy	30
			1 annual update to strategy	10

	recognised qualifications, to help people to move into higher paid work by developing new skills			
--	---	--	--	--

THEME 3: Delivering Zero Carbon				
PFG OUTCOMES	SOCIAL VALUE INDICATOR	SOCIAL VALUE INITIATIVES	AMOUNT	SOCIAL VALUE POINTS
- We live and work sustainably – protecting the environment - Our children and young people have the best start in life	3.1 Deliver additional environmental benefits in the performance of the Contract including working towards net zero greenhouse gas emissions.	Environmental Strategy for the Contract	1 strategy	30
			1 annual update	10
		Waste and Resource Efficiencies in the delivery of the Contract	1 VCSE organisation	40
			1 SME	30
			1 Other Business	20
		Environmental Awareness Initiatives	8 hours of support or improvement	10

THEME 4: Promoting Wellbeing				
PFG OUTCOMES	SOCIAL VALUE INDICATOR	SOCIAL VALUE INITIATIVES	AMOUNT	SOCIAL VALUE POINTS (pro rata)
- We all enjoy long, healthy, active lives - Everyone can reach their potential - We have a caring society that supports people throughout their lives - We have an equal and inclusive society where everyone is valued and treated with respect	4.1 Support the health and wellbeing, including physical and mental health, in the Contract workforce	Health and wellbeing initiatives to support employees, including those working remotely, on the Contract.	8 hours of support	10
		Mentoring/pastoral support for those employees engaged on the Contract who are disadvantaged	8 hours of support	10
	4.3 Promote equality, diversity and inclusion in the Contract's workforce	Equality, Diversity and Inclusion Strategy	1 strategy	30
			1 annual update	10
		In-work progression and skills development for employees engaged on the Contract who are disadvantaged	1 strategy	30
			1 annual update	10

5. THEME 1: INCREASING SECURE EMPLOYMENT AND SKILLS

This theme aims to create employment and training opportunities, contribute to in-work progression and skills development, create opportunities for entrepreneurs and support economic growth.

Indicator 1.1 – Create employment, re-training and/or other return to work opportunities for those furthest from the labour market

Paid Employment Opportunities

The delivery of paid employment for people who face barriers to employment. The Contractor must ensure that they satisfy one of the following categories:

- a person who is in education or has left education in the last 12 months and is seeking employment.
- people who are long-term unemployed¹¹.
- people who have a disability and are seeking employment.
- people who are located in deprived areas and are seeking employment.
- people who are underrepresented and new to the sector and are seeking employment.
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion.

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

Each employment vacancy must be notified to Jobcentre Online (www.jobcentreonline.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

¹¹ a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment.

Support and Training

Each beneficiary must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform.
- asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills.
- supported in undertaking training e.g. through flexible working arrangements, where practicable.
- The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

Unwaged Work Experience Placements

The delivery of unwaged work experience placements for:

- people who face barriers to employment and/or who are located in deprived area. This can include for example, people who are long-term unemployed, people who are located in deprived areas, people who have a disability and people who are underrepresented in the Contract's workforce.

The Contractor is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

Each unpaid work placement opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

Skills Development and Educational Attainment

The delivery of skills development and educational attainment support in areas related to the Contract to a school or organisation within the Voluntary, Community and Social Enterprise sector to aid the career development of:

- people who are considered to be disadvantaged in the labour market or at risk of social exclusion. This can include for example, people who are long-term unemployed, people who are located in deprived areas, people who have a disability and people who are underrepresented in the Contracts workforce.

This support can include vocational talks, curriculum support, careers guidance, workplace visits, mentoring or as otherwise agreed by the Authority. The Contractor must agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

Indicator 1.2 – Create employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas

Paid Employment Opportunities

The delivery of paid employment for people who face barriers to employment. The Contractor must ensure that they satisfy one of the following categories:

- a person who is in education or has left education in the last 12 months and is seeking employment.
- people who are long-term unemployed².
- people who have a disability and are seeking employment.
- people who are located in deprived areas and are seeking employment.
- people who are underrepresented and new to the sector and are seeking employment.
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion.

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

Each employment vacancy must be notified to Jobcentre Online (www.jobcentreonline.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

²² a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment.

Support and Training

Each beneficiary must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform.
- asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills.
- supported in undertaking training e.g. through flexible working arrangements, where practicable.

The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

Indicator 1.3 – Create employment and/or training opportunities in industries with known skills shortages or in high growth sectors

Paid Employment Opportunities

The delivery of paid employment for people who face barriers to employment. The Contractor must ensure that they satisfy one of the following categories:

- a person who is in education or has left education in the last 12 months and is seeking employment.
- people who are long-term unemployed³³.
- people who have a disability and are seeking employment.
- people who are located in deprived areas and are seeking employment.
- people who are underrepresented and new to the sector and are seeking employment.
- another person who faces barriers to employment or who is at risk of social exclusion and is seeking employment, as accepted by the Authority, at the Authority's discretion.

Each employment opportunity can be counted towards the Social Value Points target for up to 52 person weeks, where the definition of a person-week is the equivalent of one person working for 5 days.

³³ a person aged under 25 that has been unemployed for more than 26 weeks and is seeking employment; or a person aged 25 or over that has been unemployed for more than 52 weeks and is seeking employment.

Each employment vacancy must be notified to Jobcentre Online (www.jobcentreonline.com) and one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

Support and Training

Each beneficiary must be:

- provided with the opportunity to obtain training and accreditation relevant to the tasks they are expected to perform.
- asked if they would like to receive support with numeracy, literacy and information technology, and those that do must be signposted to sources of training and accreditation for these Essential Skills.
- supported in undertaking training e.g. through flexible working arrangements, where practicable.

The costs of training and accreditation/registration must be covered by the Contractor either directly or through public or industry sources that they identify.

Unwaged Work Experience Placements

The delivery of unwaged work experience placements for:

- people who face barriers to employment and/or who are located in deprived area. This can include people who are long-term unemployed, people who are located in deprived areas, people who have a disability and people who are underrepresented in the Contracts workforce.

The Contractor is to provide work placement participants with meaningful work experience, training and development which will enhance their opportunities for future employment.

Each unpaid work placement opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

Skills Development and Educational Attainment

The delivery of skills development and educational attainment support in areas related to the Contract to a school or organisation within the Voluntary, Community and Social Enterprise sector to aid the career development of:

- people who are considered to be disadvantaged in the labour market or at risk of social exclusion. This can include people who are long-term unemployed, people who are located in deprived areas, people who have a disability and people who are underrepresented in the Contracts workforce.

This support can include vocational talks, curriculum support, careers guidance, workplace visits, mentoring or as otherwise agreed by the Authority. The Contractor must agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

Indicator 1.4 – Support in-work progression and educational attainment relevant in the workforce, including training schemes that address skill gaps and result in recognised qualifications, to help people to move into higher paid work by developing new skills

In-work Progression and Skills Development

The New Decade, New Approach Deal emphasised the importance of access to good jobs, where workers have a voice that provides a level of autonomy, a decent income, security of tenure, satisfying work in the right quantities and decent working conditions. Creating good jobs and protecting workers' rights impacts upon better health and wellbeing by tackling inequalities, building self-efficacy and combating poverty and also helps employers to attract and retain the talent they need to grow and thrive.

The Contractor will develop, implement and maintain a strategy to promote and support educational attainment in the Contract's workforce for those employees who are disadvantaged. This could include, for example, people who were long-term unemployed, people who have a disability, looked after children/care leavers and people who are underrepresented in the Contract's workforce.

This should be provided within 60 days of Contract award and must at least include and address among other things the Contractor's actions to:

- Promote and encourage employees to access training schemes that address skills gaps and result in recognised qualifications.
- Provide opportunities for progression and support employees who are undertaking skills development or management courses.
- Stimulate career development, particularly for those who are considered to be disadvantaged.
- Mentoring support for those who face barriers to employment so that they are supported to remain in the workforce.

At end of year review meetings, the Contractor will submit an annual progress report to the Authority, detailing the progress made in relation to the In-work Progression and Skills Development Strategy and setting out the quarterly actions for the year ahead.

The report must be in writing and must detail:

- The steps taken by the Contractor and its sub-contractors (if any) to implement the In-work Progression and Skills Development Strategy on the Contract.
- The number of weeks of training opportunities on the Contract (BTEC, City & Guilds, NVQ, HNC or equivalent) that have been completed during the year.
- The number of hours spent to support educational attainment relevant to the Contract, including training schemes that address skill gaps and result in recognised qualifications.
- The number of hours mentoring/support provided to employees who are disadvantaged.

The Authority reserves the right to request an updated progress report at interims throughout the Contract.

6. THEME 3: DELIVERING ZERO CARBON

This theme aims to promote environmental benefits, influence environmental protection and improvement and work towards net zero greenhouse gas emissions.

Indicator 3.1 – Deliver additional environmental benefits in the performance of the Contract including working towards net zero greenhouse gas emissions

Environmental Strategy and Practices

As set out in the Programme for Government, the Executive aim to develop a regionally-balanced economy that is globally competitive and carbon neutral and to build a place where everyone can reach their potential. The Executive's Green Growth Strategy aims to ensure the sustainability of Northern Ireland's natural environment, while fostering the necessary conditions for innovation, investment and competition that can give rise to new sources of economic growth, while building resilient ecosystems. By doing so, we can create jobs, reduce carbon, enhance profitability, lower waste, increase efficiency and protect our environment and climate for future generations.

The Contractor will develop a sound proactive environmental approach in the delivery of this Contract, designed to minimise harm to the environment by:

- conserving energy and minimising carbon emissions and identifying opportunities to increase the amount of renewable energy used on the Contract.
- conserving materials such as wood, paper and other natural resources.
- minimising packaging and waste, and using compostable, reusable or recyclable options;
- phasing out the use of single-use resources, instead re-using (where possible), recycling or using recycled resources.
- promoting circular economy outcomes through extending the useful life, reusing, refurbishing and reconditioning products used to deliver this Contract.
- phasing out the use of ozone depleting substances and minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- raising awareness of the environmental impacts related to the Contract amongst the Contractor's workforce and encouraging environmentally conscious behaviours within the workplace including the use of sustainable methods of transport for commuting.

The Contractor will develop, implement and maintain an Environmental Strategy detailing their environmental commitments in relation to this Contract. The Strategy will set out the processes and actions that the Contractor will undertake to demonstrate that their activities in relation to this Contract show a consideration to the environment and a commitment to continually reduce the Contract's impact on the environment. This should be provided within 60 days of Contract award.

The Contractor must submit an annual progress report to the Authority, detailing the progress made in relation to the Environmental Strategy and setting out the quarterly actions for the year ahead. The report must be in writing and must detail the steps taken by the Contractor and its sub-contractors (if any) to implement the environmental improvements on the Contract. The Authority reserves the right to request an updated progress report at interims throughout the Contract.

The Contractor must provide the mandatory minimum requirements for the Environmental Strategy listed within the Social Value Points Matrix in point 4 and in accordance this Schedule.

Waste and Resource Efficiencies in the Delivery of the Contract

Moving towards a more circular economy will reduce our demand for virgin materials and reduce our greenhouse gas emissions, by keeping resources in use as long as possible, extracting maximum value from them, minimizing waste and promoting resource efficiency. Companies that manage their business waste efficiently achieve significant cost and energy savings. In doing so they also make a contribution to tackling climate change. Reuse, repair, remanufacture and recycle are key components of the circular economy with the focus being to retain as much value as possible in line with the waste hierarchy.

The Contractor will take measures to actively reduce waste and transfer business waste, unwanted materials and by-products (both bio-based and technical materials) from the Contract's supply chain to be reused, repaired recycled, reprocessed and repackaged by another organisation.

Reuse and repair organisations work to do more with less, to make better use of available resources and to reduce waste while promoting new forms of employment and tackling inequality. A directory of reuse and repair organisations can be found at www.ni-rn.com/reuse-and-repair-near-me/.

Invest NI's Resource Matching Service (<https://www.investni.com/support-for-business/resource-matching-service>) provide advice and guidance to help businesses achieve resource matching solutions specific to their resource and waste management needs.

Any action taken by the Authority or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

Environmental Awareness Initiatives

The delivery of environmental awareness initiatives in areas related to the Contract designed to influence staff, Contractors, Clients and communities through the delivery of the Contract to support environmental protection and improvement.

Activities may include: delivery of training to the Contract workforce to promote environmental awareness in the performance of the Contract; partnering/collaborating in engaging with the community in relation to the performance of the Contract, to support environmental objectives; volunteering opportunities for the Contract workforce, e.g. undertaking activities that encourage direct positive impact; supply chain events to raise awareness of environmental issues in relation to the Contract; or equivalent initiative as agreed with the Authority, at the Authority's discretion. The Contractor must agree the scope of activities with the Authority prior to delivery.

Each opportunity must be notified to one or more organisations registered on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) and/or equivalent agencies named by or agreed with the Authority for this purpose.

7. THEME 4: PROMOTING WELLBEING

This theme aims to improve the health and wellbeing of the Contract workforce, tackle employment inequality, contribute to in-work progression and skills development, and improve community integration.

Indicator 4.1 – Support the health and wellbeing, including physical and mental health, in the Contract workforce

Health and Wellbeing Initiatives to Support Employees Including Those Working Remotely on the Contract.

The Public Health Agency (PHA) recognises that using the workplace as a setting to promote and support health and wellbeing makes good business sense and has many benefits for both employers and employees which is especially important as workplaces emerge from the COVID-19 pandemic. According to the World Health Organisation, the definition of a healthy workforce is: ‘... one in which workers and managers collaborate to use a continual improvement process to protect and promote the health, safety and wellbeing of all workers and the sustainability of the workplace’.⁴

The Contractor will deliver initiatives that are designed to support the physical and mental health of employees working on the Contract, including those who are working remotely. These initiatives should support employees to use personal health resources, adopt a healthier lifestyle, promote a positive psychosocial work environment and/or prevent stress at work.

Initiatives can include, for example:

- workplace wellbeing initiatives (e.g. yoga classes, meditation courses, counselling support, stress management courses etc.).
- wellbeing initiatives beyond the workplace (e.g. couple counselling, post-trauma support, etc.).
- initiatives to engage people in health interventions (e.g. smoking cessation, healthy eating, exercise, addiction treatment and support etc.). or
- equivalent initiative as agreed with the Authority, at the Authority’s discretion.

Mentoring/Pastoral Support for those who Employees Engaged on the Contract who are Disadvantaged

The Contractor will deliver mentoring/pastoral support for those employees engaged on the Contract who are disadvantaged. This could include, for example, people who were long-term unemployed, people who have a disability, looked after children/care leavers and people who are underrepresented in the Contract’s workforce.

⁴ [Healthy workplaces: a model for action \(who.int\)](https://www.who.int/publications-detail/healthy-workplaces-a-model-for-action)

The Contractor must deliver mentoring/pastoral support initiatives which will support the employee to address issues which may be a barrier to their ability to remain in employment. The Contractor must agree the scope of activities with the Authority prior to delivery.

Indicator 4.3- Promote Equality, Diversity and Inclusion in the Contract's Workforce

Equality, Diversity and Inclusion Strategy

The New Decade, New Approach Deal emphasised the importance of access to good jobs, where workers have a voice that provides a level of autonomy, a decent income, security of tenure, satisfying work in the right quantities and decent working conditions. Creating good jobs and protecting workers' rights impacts upon better health and wellbeing by tackling inequalities, building self-efficacy and combating poverty and also helps employers to attract and retain the talent they need to grow and thrive.

The Contractor will develop, implement and maintain a strategy to continuously monitor and improve equality, diversity and inclusion on this Contract. This should be provided within 60 days of award of the Contract and must at least include and address among other things the Contractor's actions to:

- continuously develop an understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the Contract including within the Contractor's supply chain.
- increase awareness of equality, diversity and inclusion issues within the Contract workforce and provide adequate training for employees and managers engaged on the Contract.
- adopt inclusive and accessible recruitment practices to increase equality, diversity and inclusion of the Contract workforce.
- identify and address inequality in employment, skills and pay in the Contract workforce.
- provide working conditions which promote an inclusive working environment and promote retention and progression.
- support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the Contract.
- engage with employees working on the Contract to determine the most important equality, diversity and inclusion issues to address.

- measure and evaluate initiatives to continuously improve equality, diversity and inclusion on the Contract.

At end of year review meetings, the Contractor will submit an annual progress report to the Authority, detailing the progress made in relation to the Equality, Diversity and Inclusion Strategy and setting out the quarterly actions for the year ahead. The report must be in writing and must detail the steps taken by the Contractor and its sub-contractors (if any) to implement the Equality, Diversity and Inclusion Strategy on the Contract. The Authority reserves the right to request an updated progress report at interims throughout the Contract.

In-work Progression and Skills Development for Employees Engaged on the Contract who are Disadvantaged

The New Decade, New Approach Deal emphasised the importance of access to good jobs, where workers have a voice that provides a level of autonomy, a decent income, security of tenure, satisfying work in the right quantities and decent working conditions. Creating good jobs and protecting workers' rights impacts upon better health and wellbeing by tackling inequalities, building self-efficacy and combating poverty and also helps employers to attract and retain the talent they need to grow and thrive.

The Contractor will develop, implement and maintain a strategy to promote and support educational attainment in the Contract's workforce. This should be provided within [Click here to enter text](#). days of Contract award and must at least include and address among other things the Contractor's actions to:

- Promote and encourage employees to access training schemes that address skills gaps and result in recognised qualifications.
- Provide opportunities for progression and support employees who are undertaking skills development or management courses.
- Stimulate career development, particularly for those who are considered to be disadvantaged.

At end of year review meetings, the Contractor will submit an annual progress report to the Authority, detailing the progress made in relation to the In-work Progression and Skills Development Strategy and setting out the quarterly actions for the year ahead.

The report must be in writing and must detail:

- The steps taken by the Contractor and its sub-contractors (if any) to implement the In-work Progression and Skills Development Strategy on the Contract.
- The number of weeks of training opportunities on the Contract (BTEC, City & Guilds, NVQ, HNC or equivalent) that have been completed during the year.
- The number of hours spent to support educational attainment relevant to the Contract, including training schemes that address skill gaps and result in recognised qualifications.

The Authority reserves the right to request an updated progress report at interims throughout the Contract.

8. General requirements

8.1 Positive Action to Maximise Employment Opportunities

All employment vacancies on the Contract are to be notified by the Contractor to www.jobcentreonline.com and one or more organisations registered on the Buy Social website (www.socialvalueni.org/Contractors/find-a-broker/) and other agencies named by or agreed with the Authority for this purpose. Sufficient time must be allowed for information on vacancies to be made available and applications submitted.

8.2 Security Clearance

The Contractor must obtain security clearance for all persons visiting the workplace in relation to employment, work experience or site visits to the same standard as all other personnel involved in the Contract in accordance with the Contract Information.

8.3 Data Protection

Where the Contractor has selected to provide paid employment opportunities for people who face barriers to employment the following Data Protection arrangements will apply.

A Data Protection Consent Form (as provided) must be completed by each person in the Contractor's Social Value Monitoring Report and therefore counted towards the Social Value target for the Contract. Consent must be provided on a voluntary basis and can be withdrawn at any time (as noted within the Data Protection Consent Form). Completed Consent Forms must be sent to the Strategic Investment Board. Notwithstanding the above, the Contractor must

ensure it satisfies itself in respect of its obligations under the Data Protection Act 2018 (as may be amended from time to time) and the UK General Data Protection Regulation (GDPR).

The Contractor, at Contract award, must enter into a Data Processing Agreement with the Strategic Investment Board. This is to enable the sharing of personal information (provided in the Social Value Monitoring Report) for the purposes of checking and verification.

The Contractor must only engage a sub-processor, in relation to the Social Value requirements, with the prior consent of the Strategic Investment Board and must enter into a Data Processing Agreement with any sub-processor with whom the information in the Contractor's Social Value Monitoring Report is shared.

8.4 Health and Safety

It is the responsibility of the Contractor to ensure that persons recruited or otherwise visiting the worksite in relation to the social consideration requirements has or is supported to obtain the necessary health and safety accreditation or other appropriate measures and appropriate personal protective equipment if necessary.

8.5 Costs

The Contractor must deliver the social value requirements within their Tender sum (omitting any grants or other public funding that will be obtained to offset the costs of delivering the social value requirements).

8.6 The Authority's Support Activities

Organisations delivering employability, education and skills training are listed on the Social Value Unit website (www.socialvalueni.org/Contractors/find-a-broker/) established for the purpose of helping Contractors identify social value beneficiaries. However, this action does not comprise or imply any promise on the part of the Authority or their agents to provide suitable services. Responsibility for sourcing social value beneficiaries remains with the Contractor.

Any action taken by the Authority or their agents to broker relationships between the Contractor and local individuals/firms/agencies does not imply and should not be deemed to imply that they or their agents consider the individual/firm/agency as suitable for engagement by the Contractor.

8.7 Sub-contractors

It is the Contractor's responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve the Authority's social consideration requirements.

8.8 Monitoring Information

The Contractor must provide a completed Social Value Monitoring Report every month using the Social Value online monitoring system. The Authority retains the right to request interim reports. This Report will include, subject to the initiatives selected for delivery by the Contractor and Data Protection:

- the value of services invoiced to date.
- a listing of all of the people who face barriers to employment who have been employed on the Contract, which barrier to employment category they meet and the number of FTE weeks they have delivered since their employment.
- the number of weeks of unwaged work experience delivered and details of which barrier to employment category each beneficiary meets.
- details of skills development and educational attainment activities delivered, including brief description of activity and hours of support provided.
- confirmation that an In-Work Progression and Skills Development Strategy has been developed and submitted and an annual progress report provided to the Authority.
- confirmation that an Equality, Diversity and Inclusion strategy has been developed and submitted and an annual progress report provided to the Authority.
- details of initiatives designed to support the Health and Wellbeing of staff, Contractors, Clients and communities, including brief description of activity and hours of support provided.
- details of initiatives to reduce the stigma of mental illness and increase the awareness of health and well-being issues among employees and managers engaged on the Contract.
- details of mentoring/pastoral support provided for employees who are disadvantaged.
- confirmation that an Environmental Strategy has been developed and submitted and an annual progress report provided to the Authority.
- details of Waste Management training initiatives delivered, include description of initiative, hours of support provided and impact of initiative.
- the actions being undertaken to address any problems identified.

The Contractor must provide all information necessary, including obtaining it from sub-contractors and agencies, and cooperate with the Authority's Project Manager to review progress on delivering the overall Social Value requirement as set out in this Schedule.

The Contractor should not record any activities on the Social Value Monitoring Reports to the extent that they are delivered [wholly or in part] for a purpose other than satisfying the requirements specified in this Schedule.

SCHEDULE 5 - SECURITY SCHEDULE

1. The Contractor must not delete or remove any proprietary notices contained within or relating to the Client Data.
2. The Contractor must not store, copy, disclose, or use the Client Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Client.
3. To the extent that Client Data is held and/or processed by the Contractor, the Contractor must supply that Client Data to the Client as requested by the Client.
4. The Contractor must take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
5. The Contractor must perform secure back-ups of all Client Data and must ensure that up-to-date backups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Contractor must ensure that such back-ups are available to the Client at all times upon request.
6. The Contractor must ensure that any system on which the Contractor holds any Client Data, including back-up data, is a secure system that complies with the Client's Security Policy.
7. If the Client Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Client may:
 - a. require the Contractor (at the Contractor's expense) to restore or procure the restoration of Client Data and the Contractor must do so as soon as practicable; and/or
 - b. itself restore or procure the restoration of Client Data, and must be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements.
8. If at any time the Contractor suspects or has reason to believe that Client Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor must notify the Client immediately and inform the Client of the remedial action the Contractor proposes to take.
9. With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Contractor is the Data Processor.
10. The Contractor must:
 - a. Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this

Contract or as otherwise notified by the Client to the Contractor during the Contract Period);

- b. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- c. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures must be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- e. obtain prior written consent from the Client in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;
- f. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- g. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- h. notify the Client (within five Working Days) if it receives:
 - i. a request from a Data Subject to have access to that person's Personal Data; or
 - j. a complaint or request relating to the Client's obligations under the GDPR;
- k. provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - i. providing the Client with full details of the complaint or request;
 - ii. complying with a data access request within the relevant timescales set out in the GDPR and in accordance with the Client's instructions;
 - iii. providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
 - iv. providing the Client with any information requested by the Client;
- l. permit the Client or its authorised representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 28.0 (Audit) in the Public Sector Standard Conditions of Contract, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and

sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

- m. provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Client); and
 - n. not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:
 - i. the obligations of a Data Controller under GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
 - ii. any reasonable instructions notified to it by the Client.
11. The Contractor must comply at all times with the GDPR and must not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under the GDPR.
12. The Contractor must comply, and must procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor must ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
13. The Client must notify the Contractor of any changes or proposed changes to the Security Policy.
14. If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Variation in accordance with clause 11 of the Public Sector Standard Conditions of Contract. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
15. Malicious Software
- 15.1 The Contractor must, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available.
- 15.2 Malicious Software from the ICT Environment.
- a. If Malicious Software is found, the parties must co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.



- b. Any cost arising out of the actions of the parties taken in compliance with these provisions must be borne by the parties as follows:
 - i. by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Contractor); and
 - ii. by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client).

SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Contract Number: 4565034

Contract Title: Car Parking Solution Incorporating Automatic Number Plate Recognition and Enforcement

Period of Contract: Five Years from the date stated on the Award Letter with provision to extend for up to and including 36 Months

DATA PROTECTION SCHEDULE

Processing, Personal Data and Data Subjects

1. The Contractor must comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions must be incorporated into this Schedule.

Description	Details
Identity of the Client and Contractor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor in accordance with Clause 24.1 in the Services Conditions.
Subject matter of the processing	ANPR is a technology that uses specialist cameras, software and image processing to capture vehicle registration plates and converts the registration plate images into data. ANPR cameras are placed at the entrance and exit points of the car park. The cameras capture the licence plate details of vehicles entering and leaving the car park. The built-in number plate recognition system can then correlate the licence plate data with a range of markers including DVLA information, pre-booked slots, validated attendances and permit holder information. The use of ANPR technology has been recommended by the Northern Ireland Assembly Committee for Health and the UK Government in their guidance on hospital car parking. ANPR-run car parks can be configured to allow for a range of parking options, including:

	• Maximum stay, for example a four-hour limit; • Permit only, where approved vehicles have their details pre-loaded to an approved white list; • Limited free time parking, such as the first three hours being free which reverts to paid parking for longer stays; and • A range of all of the above options, on the same car park site. ANPR can also be used to monitor parking in specialised bays including blue badge spaces, ambulance bays and charging points for electric vehicles. Cameras are installed beside the parking bay for example in a discrete bollard. This watches the bay and correlates registration plates to ensure the bay is only used by users with a genuine need or permission. As part of the contractual arrangement with the supplier the Trust will require access to a customer portal to be able to waive infringements where issuing a PCN may cause exceptional reputational damage to the Organisation or if the Trust is aware of exceptional extenuating circumstances that led to the infringement.
Duration of the processing	1. For the duration of the Contract. Or 2. Until the Contract is terminated by the Client under the 'break' clause giving the Contractor 3 months written notice of termination.
Nature and purpose of the processing	1. Nature of processing The supplier will exclusively operate the technology and will collect, transfer and process the data to issue PCN in accordance with parameters agreed with the South Eastern Health & Social Care Trust. 2. Purpose of processing Data captured may then be used by the approved Contractor to issue Parking Charge Notices to unauthorized vehicles entering an ANPR controlled zone, to vehicles parking inappropriately within a controlled zone or to vehicles overstaying the maximum permitted duration of stay in the controlled zone.

	The supplier may share data with vehicle licensing agencies, such as the DVLA or international equivalent, the Police or other security organisations, and organisations such as the British Parking Association to maintain their accreditation.
Type of Personal Data	Registration Number of vehicles collected by ANPR White lists for permitted vehicles may also include Make Model Colour Transmission Blue Badge Status
Categories of Data Subject	Data subjects will be all users of ANPR controlled car parks on HSC sites.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union of member state law to preserve that type of data	In accordance with Information Commissioner's Office and in line with BPA best practice guidance.

SCHEDULE 7 – NOT USED

Ms [REDACTED]
Parkingeye Limited
40 Eaton Avenue
Matrix Park
Buckshaw Village
Chorley
Lancashire
PR7 7NA

Procurement and Logistics Service
Pinewood Villa
Longstone Hospital
73 Loughgall Road
Armagh
BT61 7PR

Contact us: Via the eTendersNI portal

<http://etendersni.gov.uk>

Website: www.hscbusiness.hscni.net

Thursday 25 April 2024

Dear Ms [REDACTED]

Tender No: 4565034
**Contract Title: Car Parking Solution Incorporating Automatic Number Plate
Recognition and Enforcement**

Further to our letter of intent to award dated Friday 15 December 2023, Business Services Organisation (BSO) Procurement and Logistics Service (PaLS) on behalf of:

Belfast Health and Social Care Trust (BHSCT)
Northern Health and Social Care Trust (NHSCT)
South Eastern Health and Social Care Trust (SEHSCT)
Southern Health and Social Care Trust (SHSCT)
Western Health and Social Care Trust (WHSCT)

is pleased to confirm that your response to the above Call for Tender (CfT) is hereby accepted.
Key details in relation to this Contract Award are detailed below:

Contract Commencement Date:	1 June 2024
Initial Contract Period:	1 June 2024 to 31 May 2029
Contract Extension Period(s)	with provision to extend up to and including 36 Months

The evaluation of tenders was conducted against the criteria and weightings detailed in the Tender Evaluation Methodology and Marking Scheme SS20b (TEMMS). The award schedule is included in Appendix A.

What you need to do

It is necessary for you to log into the portal at <http://etendersni.gov.uk> and formally acknowledge our acceptance of your tender by clicking on the “Accept” option for this tender. Please ensure this is completed within 7 days of the date of this letter. Please note this is an administrative requirement and failure to do so will not prevent the formation of a contract between you and the contracting authority/ies referred to above but will ensure we can all proceed promptly to the next stage.

You will be contacted by [REDACTED] to facilitate initiation and implementation of this contract.

On behalf of BSO PaLS, I would like to take this opportunity to wish you every success during the period of this contract.

Yours sincerely

[REDACTED]

[REDACTED]

Senior Procurement Manager

Enc

Name	Designation	Trust
	Logistics Manager	Belfast Health and Social Care
	Assistant Support Services Manager Trustwide Carparking	Belfast Health and Social Care
	Assistant Director Corporate Support Services	Northern Health and Social Care Trust
	General Manager for Portering & Site Services	Northern Health and Social Care Trust
	Support Services Manager	Northern Health and Social Care Trust
	Estates Contracts Officer	Northern Health and Social Care Trust
	Estates Officer	Northern Health and Social Care Trust
	Assistant Director Patient Experience	South Eastern Health and Social Care Trust
	Senior Manager, Security, Transport, Car Parking, Travel Planning, Access Control and Smoke Free	South Eastern Health and Social Care Trust
	Service Lead Car Parking/Security	South Eastern Health and Social Care Trust
	Assistant Director of Functional Support Services	Southern Health and Social Care Trust
	Security Manager	Southern Health and Social Care Trust
	Switchboard Services	Southern Health and Social Care Trust
	Assistant Director Facilities Management	Western Health and Social Care Trust
	Head of Support Services	Western Health and Social Care Trust
	Facilities Management Business Manager	Western Health and Social Care Trust

██████████, Previous Assistant Director of Functional Support Services, SHSCT (Was a CAG member but retired before publication of the tender)

██████████, Co-Director for Patient & Client Support Services, BHSCT (Stepped down from CAG before publication of the tender)



Contract Number: 4565034

Contract Title: Car Parking Solution Incorporating Automatic Number Plate Recognition and Enforcement

Contract Period: 1 June 2024 to 31 May 2029 with provision for extensions up to and including 36 Months

Company Name: Parkingeye Ltd

Appendix A - Award Schedule

Section A - Product and Service Requirements

Product Description	UOM	Unit Price	VAT Rate	Brand	Product Name and Code	Lead Time
ANPR System - Hard Dig - Supply, install and commission For evaluation purposes the pole will be 8 metres 1200mm planting depth; Dig should be per 5m run.	each	██████	ST	Tytonical	Tyton 1C camera	Delivery time only as we hold stock of these cameras
ANPR System - Soft Dig - Supply, install and commission For evaluation purposes the pole will be 8 metres 1200mm planting depth; Dig should be per 5m run.	each	██████	ST	Tytonical	Tyton 1C camera	Delivery time only as we hold stock of these cameras
ANPR System - Wall Mounted - Supply, install and commission; the brackets suitable for the camera supplied. For evaluation purposes the camera must be situated at 8 metres from ground.	each	██████	ST	Tytonical	Tyton 1C camera	Delivery time only as we hold stock of these cameras
Signage - Hard Dig - Supply and install For evaluation purposes the pole will be 8 metres 1200mm planting depth.	each	██████	ST	Signmark	One sign, size 1200mm x 900mm,	1 week
Signage - Soft Dig - Supply and install For evaluation purposes the pole will be 8 metres 1200mm planting depth.	each	██████	ST	Signmark	One sign, size 1200mm x 900mm,	1 week
Signage - Wall Mounted - Supply and install For evaluation purposes the sign must be situated at 8 metres from ground.	each	██████	ST	Signmark	One sign, size 1200mm x 900mm,	1 week
Touch Screen Terminals - Indoor	each	██████	ST	ELO	Inch Wide - Full HD 1920x1080 Display 4GB	Delivery time only as we hold stock of these cameras
Touch Screen Terminals - Outdoor	each	██████	ST	ELO	Inch Wide - Full HD 1920x1080 Display 4GB	Approx 12 weeks
Hand Held Devices and Printers for ticketing	each	██████	ST	Handheld: Samsung, Printer: Se ko	Samsung A20, Selko printer	Delivery time only as we hold stock of these cameras
Patrol Wardens (37.5 hours per week)	per hour	██████	ST			
Issuing of PCNs	each	██████	ST			
Annual Maintenance of all equipment and signage from year 2	per annum	██████	ST			
Annual fee for access to portal and reporting and full support managing all PCNs revenue collection, appeals and notices of court action	per annum	1██████	ST			

Section B - Additional Costs - for information only, will not be evaluated but will form part of the Contract

Product Description	UOM	Unit Price	VAT Rate	Brand	Product Name and Code	Lead Time
ANPR System, on pole and hard dig - Supply, install and commission	each	██████4	ST	Tytonical	Tytonical Tyton 1C Camera	Delivery time only as we hold stock of these cameras
ANPR System, on pole and soft dig - Supply, install and commission	each	██████	ST	Tytonical	Tytonical Tyton 1C Camera	Delivery time only as we hold stock of these cameras
ANPR System, wall mounted - Supply, install and commission	each	██████	ST	Tytonical	Tytonical Tyton 1C Camera	Delivery time only as we hold stock of these cameras
Patrol Wardens for out of hours	per hour	██████	ST			
Training of Patrol Wardens including accreditations	per participant	██████	ST			
Call out fee for repairs	per hour	Included in annual maintenance figure	ST			
Consumables for the hand held devices and printers, please list any additional consumables below						
Selko printer rolls	roll	██████	ST			
PCN Slips	Box (1000 per box)	██████0	ST			
Sim card	Annual	██████	ST			