## FRAMEWORK SCHEDULE 7

### ORDER FORM AND CALL-OFF TERMS AND CONDITIONS

Part 1 – Order Form

**Between**

**Oxfordshire County Council [[1]](#footnote-2)**

**And**

**NAME OF CONTRACTOR**

Relating to the supply of

**Thermal Imaging Cameras - I-1393**

Via the following Lot/s of the Framework Agreement

**Lot 5 – Thermal Imaging Cameras**

**Framework Agreement Reference:** C002687

**Call-Off Contract Reference:** I-1393

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## Introduction and Background

This Order Form is issued subject to the provisions of the framework agreement entered into between West Midlands Fire and Rescue Authority and the Contractor on [DATE] ("Framework Agreement"). The Contractor agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract and for the avoidance of doubt this Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

This Order Form outlines the Good and Services to be supplied and performance monitoring processes that are applicable to the Contract.

**Forming the Contract**

The Contracting Authority shall enter into a Contract by sending this Order Form to the Contractor for the provision of the Goods and Services referred to in this Order Form.

The Contractor shall enter into the Contract by returning a signed copy of this Order Form to the Contracting Authority.

The Contract shall be formed when the Contracting Authority acknowledges the receipt of the signed copy of the Order Form.

## Contract Period

The period of the Contract shall be:

Commencement Date: [March 2022]

Expiry Date: [March 2026]

Ability to Extend:

The Contracting Authority may, in accordance with Clause 3 of the Call Off Terms, extend the Initial Term for up to an additional 48 months in aggregate on the same terms upon written notice to the Contractor provided always that, unless otherwise agreed with the Contractor, no less than 3 months prior written notice shall be given on each occasion.

## Contractor

The Contractor has been included on the Framework Agreement following a tender procedure conducted under an OJEU Open Procedure, as defined in the Public Contracts Regulations 2015. The details of the Contractor are as follows:

|  |  |
| --- | --- |
| Name: |  |
| Correspondence address: |  |
| Telephone: |  |
| Fax: |  |
| General e-mail address: |  |
| Website: |  |
| Registered office address: |  |
| Company registration number: |  |

## Notices

In accordance with clause 6 (Notices) of the Call-Off Terms and Conditions notices shall be delivered to the following addresses:

1. For the Contracting Authority:

|  |  |
| --- | --- |
| Address for Notices: | County Hall, New Road, Oxford, OX1 1ND |
| For the attention of: | Amy Keylock |
| Fax: | NA |
| E-mail address: | [ProcurementandContractManagement.Enquiries@Oxfordshire.gov.uk](mailto:ProcurementandContractManagement.Enquiries@Oxfordshire.gov.uk) |

1. For the Contractor

|  |  |
| --- | --- |
| Address for notices: |  |
| For the attention of: |  |
| Fax: |  |
| E-mail address: |  |

## Invoices

Invoices must be sent to the following address, quoting the official purchase order number

|  |  |
| --- | --- |
| Address for invoices: | Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) |
| For the attention of: | Richard Woodward |
| E-mail address: | [Richard.Woodward@Oxfordshire.gov.uk](mailto:Richard.Woodward@Oxfordshire.gov.uk) |

## Key Personnel

## The Contractor

**Primary contact:**

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Responsible for: |  |
| Contact address: |  |
| Telephone number: |  |
| Mobile: |  |
| Fax number: |  |
| E-mail address: |  |

**Escalation:**

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Responsible for: |  |
| Contact address: |  |
| Telephone number: |  |
| Mobile: |  |
| Fax number: |  |
| E-mail address: |  |

**Payment and invoice queries:**

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Responsible for: |  |
| Contact address: |  |
| Telephone number: |  |
| Mobile: |  |
| Fax number: |  |
| E-mail address: |  |

## 

**Contact for transfer of Personal Data (see Data Protection clause 40):**

|  |  |
| --- | --- |
| Name: |  |
| Position: |  |
| Responsible for: |  |
| Contact address: |  |
| Telephone number: |  |
| Mobile: |  |
| E-mail address: |  |

## The Authority

**Primary contact[[2]](#footnote-3):**

|  |  |
| --- | --- |
| Name: | Richard Woodward |
| Position: | Station Manager |
| Responsible for: | Operational Contract Management |
| Contact address: | Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) |
| Telephone number: | NA |
| Mobile: | 07900407343 or 07946160187 |
| Fax number: | NA |
| E-mail address: | [Richard.Woodward@Oxfordshire.gov.uk](mailto:Richard.Woodward@Oxfordshire.gov.uk) |

**Escalation:**

|  |  |
| --- | --- |
| Name: | Jason Crapper |
| Position: | Area Manager |
| Responsible for: | Operational Contract Management |
| Contact address: | Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) |
| Telephone number: | NA |
| Mobile: | 07766498055 |
| Fax number: | NA |
| E-mail address: | Jason.Crapper@Oxfordshire.gov.uk |

**Payment and invoice queries:**

|  |  |
| --- | --- |
| Name: | Richard Woodward |
| Position: | Station Manager |
| Responsible for: | Operational Contract Management |
| Contact address: | Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) |
| Telephone number: | NA |
| Mobile: | 07900407343 or 07946160187 |
| Fax number: | NA |
| E-mail address: | [Richard.Woodward@Oxfordshire.gov.uk](mailto:Richard.Woodward@Oxfordshire.gov.uk) |

# Summary of Goods and Services

The Goods and Services required via the Call-Off Contract are detailed within appendix 5 of this Order Form.

Where a Further Competition has been used to appoint the Contractor, the Invitation to Tender and Contractors response shall form part of the Call-Off Contract.

The requirements stipulated within the Framework Agreement C002687 shall apply to the Call-Off Contract.

## Delivery of Goods and/or Services

|  |  |
| --- | --- |
| Goods shall be delivered[[3]](#footnote-4) at: | Delivery date/ time: |
| Oxfordshire Fire and Rescue Service, Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) | From contract start date |
| Buckinghamshire Fire and Rescue Service Headquarters, Stocklake, Aylesbury, HP20 1BD | From contract start date |
| Royal Berkshire Fire and Rescue Service, [Newsham Court, Reading RG31 7SD](https://www.bing.com/local?lid=YN1082x230593826&id=YN1082x230593826&q=Royal+Berkshire+Fire+and+Rescue&name=Royal+Berkshire+Fire+and+Rescue&cp=51.442623138427734%7e-1.065878987312317&ppois=51.442623138427734_-1.065878987312317_Royal+Berkshire+Fire+and+Rescue) | From contract start date |

|  |  |
| --- | --- |
| Services shall be delivered at: | Delivery date/ time: |
| Oxfordshire Fire and Rescue Service, Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station) | From contract start date |
| Buckinghamshire Fire and Rescue Service Headquarters, Stocklake, Aylesbury, HP20 1BD | From contract start date |
| Royal Berkshire Fire and Rescue Service, [Newsham Court, Reading RG31 7SD](https://www.bing.com/local?lid=YN1082x230593826&id=YN1082x230593826&q=Royal+Berkshire+Fire+and+Rescue&name=Royal+Berkshire+Fire+and+Rescue&cp=51.442623138427734%7e-1.065878987312317&ppois=51.442623138427734_-1.065878987312317_Royal+Berkshire+Fire+and+Rescue) | From contract start date |

If so, required by the Contracting Authority, the Contractor shall produce within one (1) Month of the Commencement Date implementation and delivery plans to be agreed by the Supervising Officer, which shall form part of this Contract.

The timescale within which the Goods and Services shall be provided shall be in accordance with this Order Form and the agreed implementation and delivery plans.

# Summary of the Contractor’s Responsibilities:

The Contractor shall be responsible.

* for providing high quality Goods and cost effective, efficient, professional Services, complying with all legal requirements including Health and Safety legislation, whilst considering and mitigating the impact of their operations on the environment
* for the supply of staff as may be required for the provision of the Goods and Services and the administration relating thereto
* for appointing a person to be responsible for the provision of the Goods and Services, providing the Contracting Authority with the names and contact details of that person and of the person(s) who will deputise for such person in their absence and for keeping such information complete and up to date
* for compliance with all statutory provisions or regulations relating to the provision of the Goods and Services
* for providing the Contracting Authority with copies of all relevant documentation to demonstrate that the Goods comply with the prevailing Standards throughout the period of the Call-off Contract
* for notifying the Contracting Authority promptly of any issue that does or could prevent or hinder the Contractor in the performance of the Call-off Contract or where the Contractor becomes aware of any failure on its part to perform all or part of the Call-off Contract
* for the keeping and maintaining of books of account relating to the provision of the Goods and Services including records for VAT and audit purposes
* for providing sufficient supporting documentation to accompany invoices to enable the Contracting Authority to have a clear understanding of all charges associated with the provision of the Goods and Services.

Business Continuity:

The Contractor shall:

* if required, provide the Contracting Authority, on request, with a copy of its Disaster Recovery and Business Continuity Plans.

# Summary of the Contracting Authority’s Responsibilities

The Contracting Authority shall;

* appoint a Supervising Officer, shall promptly notify the Contractor the identity and full contact details of such person and shall notify the Contractor of all others authorised to act on behalf of or in place of the Supervising Officer
* proactively engage with the Contractor in monitoring the performance of the Call-off Contract and the Contractor

# Monitoring Schedule

## General

* The Contracting Authority may monitor the performance of the Contractor by any means, which are practical and reasonable.
* The Contract shall be monitored against this Service Level Agreement incorporating Key Performance Indicators and key performance targets, as agreed between the Contractor and the Contracting Authority.

Any performance issues, non-compliances or failure against the Contract will be managed by the Contracting Authority.

The objectives of this Schedule are to:

* ensure that the Goods and Services are delivered to a consistent quality standard that meet the requirements of the Contracting Authority;
* provide a mechanism whereby the Contracting Authority can understand the level of performance per Goods and Services delivered, and quickly identify performance issues or failures to enable corrective action plans to be developed and deployed;
* create a platform to enable continuous improvement in the levels of delivery of Goods and provision of Service Levels provided to the Contracting Authority and thereby enhance and increase value for money.

## Quality Monitoring

* The Contractor shall monitor the provision of the Goods and Services, in accordance with the provisions of the Service Level Agreement, on a daily basis to ensure that compliance with the Contract documentation, keeping a written record of all deficiencies, key performance events and Force Majeure events.

## Performance Review Meetings

* If required the Contracting Authority and the Contractor, the Parties, shall meet to discuss their respective levels of satisfaction in respect of the Call-off Contract and to agree any changes necessary to address areas of dissatisfaction.
* The Contractor shall ensure that a suitable member of the Contractor’s personnel attends monitoring meetings, together with such other meetings as are reasonably required by the Contracting Authority in relation to the performance of the Contractor under the Call-off Contract.
* Performance review meetings will take place quarterly or more frequently if necessary.

The location of the meetings will be at:

* Oxfordshire Fire and Rescue Service, Rewley Road Fire Station, [Rewley Road, Oxford, OX1 2EH](https://www.bing.com/local?lid=YN1029x17925502908555192913&id=YN1029x17925502908555192913&q=Rewley+Road+Fire+Station&name=Rewley+Road+Fire+Station&cp=51.753684997558594%7e-1.2673829793930054&ppois=51.753684997558594_-1.2673829793930054_Rewley+Road+Fire+Station)
* Buckinghamshire Fire and Rescue Service Headquarters, Stocklake, Aylesbury, HP20 1BD
* Royal Berkshire Fire and Rescue Service, [Newsham Court, Reading RG31 7SD](https://www.bing.com/local?lid=YN1082x230593826&id=YN1082x230593826&q=Royal+Berkshire+Fire+and+Rescue&name=Royal+Berkshire+Fire+and+Rescue&cp=51.442623138427734%7e-1.065878987312317&ppois=51.442623138427734_-1.065878987312317_Royal+Berkshire+Fire+and+Rescue)

or at a location as may be agreed between the Parties from time to time.

* The Contractor shall produce an agenda, incorporating items requested by the Contracting Authority, one week in advance of the review.
* The Contractor shall minute the proceedings of such meeting(s) and such minutes shall be forwarded to the Contracting Authority for acceptance within ten working days of the meeting. Once the minutes, including any agreed changes thereto, have been agreed and signed by the Parties, such minutes shall be deemed to be an authoritative record of the matters discussed and agreed.
* Should the most appropriate member of the Contractor's staff be unable to attend the meeting, then a suitable replacement of equivalent status shall be fully briefed and shall attend on his behalf.
* The Contractor is responsible for providing management information and statistical information as required by the Contracting Authority. The exact format of the statistics and the information and level of detail required to be included in it shall be that reasonably specified from time to time by the Supervising Officer and shall be provided within such timescale as the Supervising Officer may reasonably specify. The Supervising Officer may vary this from time to time as the need arises.

## Key Performance Indicators

* The Key Performance Indicators and key performance targets set out in Appendix 1 will apply in respect of the performance by the Contractor of the Contract.
* The Contractor shall, on a quarterly basis, monitor and record the Contractor’s performance of the Contract by reference to the criteria applicable to each of the Key Performance Indicators (as summarised in the table in Appendix 1), including any Force Majeure Events, deficiencies and complaints for the purpose of preparing and delivering to the Contracting Authority a quarterly Key Performance Indicator Report.

# Response Times/Priority for Resolutions

Timescales and actions for resolution of issues shall be considered on a case-by-case basis by the Supervising Officer. The Supervising Officer and the Contractor shall agree actions and timescales for resolution, and time shall be of the essence.

|  |  |  |
| --- | --- | --- |
| ***Problem Priority*** | ***Status*** | ***Impact*** |
| *Priority 1* | *Mission critical* | *Serious health and safety, operational or financial impact and/or is preventing operational services* |
| *Priority 2* | *Extremely urgent* | *Significant health and safety or financial impact and/or is disrupting operational services* |
| *Priority 3* | *Urgent* | *Medium health and safety or financial impact and/or is delaying operational services* |
| *Priority 4* | *Medium priority* | *Minimal health and safety or financial impact and/or has a minor impact on operational services* |
| *Priority 5* | *Low Priority* | *No health and safety or financial impact and/or has a low impact on operational services* |

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Contracting Authority to provide the Goods and Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

|  |  |
| --- | --- |
| **For and on behalf of the Contractor:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

|  |  |
| --- | --- |
| **For and on behalf of the Contracting Authority:** | |
| Name and Title |  |
| Signature |  |
| Date |  |

|  |  |
| --- | --- |
|  | |
| Name and Title |  |
| Signature |  |
| Date |  |

**ORDER FORM**

## Appendix 1 – Key Performance Indicators and Key Performance Targets

These Key Performance Indicators and targets shall be applicable for the life of the Goods and Services, unless agreed otherwise with the Contracting Authority.

Definitions shall be used to determine the rating scale for performance against the Contractors Performance Review Table. If any concerns arise in relation to the Contractor’s performance, the Contracting Authority(s), may choose to hold Performance Review Meetings to address and resolve issues.

|  |  |  |
| --- | --- | --- |
| 4-5 | Exceeding Expectations  High Standard | * Sometimes exceeds and consistently achieves the required standard * Very few weaknesses * Limited management support needed |
| 3-4 | Meeting Expectations  Acceptable Standard | * Meets required standard * Few Weaknesses * Some management support required |
| 2-3 | Minor Concerns  Below Standard | * Usually meets but sometimes fails to meet the required standard * Some weaknesses * Considerable management support needed |
| 0-1 | Major Concerns  Failure | * Cannot meet required standard without excessive management support * Many Weaknesses |

**Contractors Performance Review Table**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Target** | **Method of measurement** | **Frequency of measurement** | **Measured and reviewed by:** |
| Delivery  All Goods and services delivered to the agreed location on or before the due date as agreed by both Parties.  Applies to delivery of:   * The Goods * Maintenance services * Parts, spares & consumables * Training * any other items properly ordered by FRS   Resolution:  Supervising Officer to determine priority for resolution. Both parties to agree method and timescales for resolution | 100% | Date due v date delivered (at agreed location)  Quarterly statistical return  Quarterly performance review  Complaint’s log | Continuous | Contractor  Contractor & FRS |
| Compliance with specification:  Goods and services to:   * Fit for purpose * meet User Requirements, Specification and tender submission including Standards   Resolution:  Supervising Officer to determine priority for resolution. Both parties to agree method and timescales for resolution | 100% | Time from issue raised to time issue resolved  No of issues raised  Quarterly statistics  Complaint’s log | Continuous | Contractor  Contractor & FRS |
| Quality of Goods & Services:  All Goods to meet agreed quality standards and agreed design  All Services to meet agreed Standards   * number of reported defects * response to reported defects * resolution of reported defects   Resolution:  Supervising Officer to determine priority for resolution. Both parties to agree method and timescales for resolution | 100% | No of issues raised  Time from issue raised to time issue resolved  Quarterly statistics  Complaints log | Continuous | Contractor  Contractor & FRS |
| Availability of Goods  Goods spares & parts and consumables to be available as agreed with the Contractor  Impress stock to be maintained at agreed levels – target 100%  Resolution:  Supervising Officer to determine priority for resolution. Both parties to agree method and timescales for resolution | 100% | Date of actual availability v date of anticipated availability  Impress stock level  Quarterly statistics  Complaint’s log | Continuous | Contractor & FRS |
| Health and Safety  Compliance with the Authority’s health & safety procedures for Contractor’s site visits and on-site reporting  Compliance with requests / requirement for Contractor to assist with / attend H&S investigations and RIDDOR investigations  Resolution:  Supervising Officer to determine priority for resolution. Both parties to agree method and timescales for resolution | 100% | H& S - Near miss/Accident Injury reporting  Actual time/date of services provided against target date/time for services to be provided  H&S investigations Quarterly statistics | Continuous | Contractor & FRS |
| Customer support  First point of contact or second point of contact to be available during working hours (08:30 to 16:30) Monday to Friday except Public Holidays  Attendance at scheduled contract performance review meetings not to fall below 100% | 100% | Actual response times v target response times  Attendance at meetings | Continuous  Quarterly statistics  Complaint’s log | Contractor & FRS |
| Management information  Quarterly & annual statistical reports, complaints log and any other MI as agreed with the Contracting Authority to be presented to the Contracting Authority one week before scheduled performance review meeting | 100% | Actual date provided against target date | Quarterly and annual  Quarterly statistics  Complaints log | Contractor and FRS |

**ORDER FORM**

### Appendix 2 – Pricing Schedule

The Contract Price payable by the Contracting Authority (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS)):

[Contracting Authority to insert the Pricing Schedule for all Goods and/or Services.

*Optional terms where the Contact Price is subject to indexation (delete as applicable):*

Base CPI Month: 46th MONTH FROM THE COMMENCEMENT DATE.

Base Contract Price: £[INSERT STARTING CONTRACT PRICE].

Contract Price: the initial Contract Price of £[AMOUNT] and then as revised pursuant to these provisions.

CPI: the Consumer Prices Index or any official index replacing it.

Review Date: fifth and subsequent annual anniversary of the Commencement Date.

**Review of the Contract Price**

Call-off contract

Prices shall be fixed and firm for the initial 48 -month period of the Call-off Contract period. Prices shall, if the option to extend the Call Off Contract period is exercised by the Contracting Authority, then be subject to review annually thereafter, in line with the Consumer Price Index and agreed between the Contracting Authority and the Contractor.

Any request for increase in prices in the Call-off Contract shall be subject to one months’ notice in writing, and a demonstration of additional costs incurred by the Contractor. No price increase will be accepted unless agreed in writing by the Contracting Authority.

Costs of delivery and packaging shall be included in the price of the Goods and services, unless otherwise indicated in the Pricing Schedule.

The indexed contract price for a Review Date shall be determined by multiplying the Base Contract Price by the All-Items index value of the CPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the CPI for the Base CPI Month.

The Contracting Authority shall calculate the indexed Contract Price as soon as reasonably practicable and shall give the Contractor written notice of the indexed Contract Price as soon as it has been calculated.

**ORDER FORM**

### Appendix 3 – Data Security and Commercially Sensitive Information

**DATA SECURITY**

In this Appendix the following definitions shall apply:

|  |  |
| --- | --- |
| **Breach of security** | means the occurrence of:  a) any unauthorised access to or use of the Services, the Contractor System and/or any ICT, information or data (including the Confidential Information and the Contracting Authority Data) used by the Contracting Authority and/or the Contractor in connection with the Contract; and/or  b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Contracting Authority Data), including any copies of such information or data, used by the Contracting Authority and/or the Contractor in connection with the Contract, |
| **Contracting Authority Data** | means:  a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Confidential Information belonging to the Contracting Authority, and which:  i) are supplied to the Contractor by or on behalf of the Contracting Authority; or  ii) the Contractor is required to generate, process, store or transmit pursuant to this Contract; or  b) any Personal Data for which the Contracting Authority is the Data Controller; |
| **Contractor System** | means the information and communications technology system used by the Contractor in supplying the Services; |
| **Data Protection Policy** | means the Contracting Authority's security policy in force as at the Commencement Date (a copy of which has been supplied to the Contractor), as updated from time to time and notified to the Contractor; |

1. **Introduction**

1.1 The Contractor acknowledges that it will hold “low level” information concerning the Contracting Authority’s employees, for the purposes of managing the Goods and Services provided pursuant to the Contract. This information includes but is not limited to name, station or location; size of Personal Protective Equipment issued and date of issue.

Accordingly, the Contractor must ensure the security of this data in accordance with the provisions of the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and the requirements of the Information Commissioner.

**Data Processor Agreement**

Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

2. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| Description | Details |
| Subject matter of the processing | Provision of the thermal imaging cameras and related customer support and maintenance services. |
| Duration of the processing | For the period of Contract I-1393 |
| Nature and purposes of the processing | The data shall be held and solely for the purposes of recording and managing personal protective equipment issued by the Authority to individual personnel.  The data shall be held, securely, by the Contractor, which shall only be accessible by authorised personnel.  Authorised personnel shall include the Contractors staff responsible for the management and processing of the personal protective equipment.  No data shall be released, transmitted or otherwise shared, except with Authority’s personnel who are named in this Service Level Agreement. |
| Type of Personal Data | • Name  • PR number  • Location |
| Categories of Data Subject | Staff of Contracting Authority. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Data shall be retained for the duration of Contract (insert contract reference)  On expiry of the Contract (insert contract reference)  the Contractor shall provide the Authority with copies of the data in a format to be agreed at that time.  The Contractor shall then delete and remove all records relating to the Authority’s staff and personal protective equipment.  The Contractor shall hold and process the data on a secure server, with restricted access, in the UK. |

**2. Principles of Security**

2.1 The Contractor acknowledges that the Contracting Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Contractor Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of the Contracting Authority's Data.

2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:

a) is in accordance with Good Industry Practice and Law;

b) complies with the Data Protection Policy;

c) meets any specific security threats to the Contractor System; and

d) complies with the requirements of the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and the Information Commissioners Office.

2.3 Without limiting to the paragraph above, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to minimise the following risks:

a) the occurrence of a Breach of Security;

b) loss of integrity of Contracting Authority Data;

c) loss of confidentiality of Contracting Authority Data;

d) unauthorised access to, use of, or interference with Contracting Authority Data by any person or organisation;

e) unauthorised access to network elements and buildings;

f) use of the Contractor System or Services by any third party in order to

gain unauthorised access to any computer resource or Contracting Authority Data; and

g) loss of availability of Contracting Authority Data due to any failure or compromise of the Services.

**3. Audit and Testing**

3.1 The Contractor shall review the security measures contained in the Data Protection Policy and procedures ("Security Test") on an annual basis or as otherwise agreed by the parties.

3.2 Where any Security Test carried out pursuant to paragraph 3.1 above reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Contracting Authority of any changes to the Data Protection Policy and procedures (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. The Contractor shall implement such changes to the Data Protection Policy and procedures as soon as reasonably possible. For the purposes of this paragraph 3, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Data Protection Policy and procedures or security requirements.

**4. Breach of Security**

4.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including but not limited to an actual, potential or attempted breach, or threat to, the Data Protection Policy and procedures.

4.2 Upon becoming aware of any of the circumstances referred to in paragraph 4.1, the Contractor shall;

1. immediately take all reasonable steps necessary to;

i) remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

ii) prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Contracting Authority. In the event that such action is taken in response to a breach that is determined by the Contracting Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor shall be entitled to refer the matter to the change control procedure in accordance with clause 48 (Change Control) of the Call-Off Terms and Conditions.

b) as soon as reasonably practicable provide to the Contracting Authority full details (using such reporting mechanism as may be specified by the Contracting Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

**5. Commercially Sensitive Information Schedule**

5.1 The Contracting Authority acknowledges that the Contractor has requested that the following information be treated as Commercially Sensitive Information

***Insert information supplied by the Contractor within their tender response***

* Subject:
  + Insert from tender response
* Explanation of harm if disclosed:
  + Insert from tender response
* Period of time applicable to any sensitivity:
* Insert from tender response

**ORDER FORM**

### Appendix 4 – Goods and Services

The Goods and/or Services captured within this Schedule are in addition to the requirements set-out within Schedule 2 of the Framework Agreement, which shall be incorporated in and be deemed to be part of the Contract.

Should there be a conflict between the requirements within the Framework Agreement and those contained within this Order Form, then the requirements of the Order Form shall prevail.

**Contracting Authority requirements for Goods and/or Services:**

Please refer to the Invitation to Tender document and associated appendices. The contractor’s response is also relevant.

**ORDER FORM**

### Appendix 5 – Tender and Tender Clarifications

**The Contractor’s Tender, together with the Tender Clarifications, shall be incorporated in and deemed to be part of the Contract.**

[Contracting Authority to insert (i) Contractor’s Tender and (ii) the log of clarifications relevant to the Contractors Tender]

The clarifications within this appendix are in addition to those set-out within the Framework Agreement (unless stipulated otherwise by the Contracting Authority). The clarifications of the Framework Agreement are captured within Schedule 2 of the Framework Agreement Terms and Conditions.

Should there be a conflict between the clarifications within the Framework Agreement and those contained within Order Form, then the clarifications in this Order Form shall prevail.

**ORDER FORM**

### Appendix 6 – Amended and additional clauses

**Amendments, Supplements and/or Exclusions – Not used.**

|  |  |  |
| --- | --- | --- |
| **Clause Ref.** | **Clause Title** | **Details of change** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Additional Clauses – Not used.**

Additional clauses to those within the Call-Off Terms and Conditions may also be added by the Contracting Authority (using this Schedule).

|  |  |  |
| --- | --- | --- |
| **Clause Ref.** | **Clause Title** | **Additional Clause** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Drafting Note: Separate Order Forms in common form will be entered into by each of the following respective Fire Authorities; Royal Berkshire Fire and Rescue Service (RBFRS); Buckinghamshire Fire and Rescue Service (BFRS) and Oxfordshire County Council (OCC-FRS) in relation to their respective requirements as detailed in the ITT. [↑](#footnote-ref-2)
2. Drafting Note – details of Primary Contact, Escalation and Payment / Invoice Queries to be added for BFRS and RBFRS Order Form, as appropriate, in substitution of the details given. [↑](#footnote-ref-3)
3. Respective delivery / service addresses are given for each of the respective Fire Authorities – although it will be the case that separate Call Off Contracts will be issued for each. [↑](#footnote-ref-4)