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**LINCOLNSHIRE COUNTY COUNCIL**

**INVITATION TO TENDER**

**DOCUMENT 2: SPECIFICATION**

**FOR**

The repair and maintenance of CCTV systems, smoke/ fire detection systems, automatic gate systems with an access control system and electric fences

**PROJECT REFERENCE: WS/PL2202**

**CONTRACT NOTICE REFERENCE: 2022/S 000-025362**

**DATE: 9th September 2022**

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1. Specification
	1. General Information
		1. The Customer Lincolnshire County Council is looking for a Supplier to provide the services briefly described as repair and maintenance of CCTV systems, smoke/ fire detection systems, automatic gate systems with an access control system and electric fences at it’s sites (Customer's Sites). Please see Appendix 1 for details of the Customer’s Sites.
		2. The aims of this Contract are:
* To minimises the downtime of the Customer’s Equipment throughout the Contract Period.
* For the Supplier to provide the Customer with technical support.
* For the Supplier to carry out Scheduled Maintenance and Unscheduled Maintenance of the Customers Equipment.
* For the Supplier to provide all relevant upgrades to the Customer’s Equipment / software when required.
* Maximise Social value achieved through the Contract.
	+ 1. All repair and maintenance work shall be carried out in compliance with the Specification, the Suppliers Service Delivery Plan and all relevant Law, Good Industry Practice, and Data Protection Legislation requirements.
		2. The Supplier shall provide where applicable, at least the minimum software technical requirements in line with those listed in Appendix 2 Technical Requirements for Externally Hosted Solutions.
		3. The Supplier’s Attention is drawn to the fact that the Household Waste Recycling Centres (HWRC) Customer’s Sites are open to the public.
	1. Anticipated Service Development within the term of the Contract.

**Infrastructure**

* + 1. The list of the Customer's Sites in Appendix 1 may be subject to change during the life of the Contract, and the Customer reserves the right to add and / or remove sites from this list during the Contract. The Customer shall give the Supplier a minimum of 3 months' notice of any such changes to the list of Customer's Sites along with the level of service required for any new site.
		2. The opening times and days stated in Appendix 1 are currently under review, and it is likely that some or all of those shown will be changed during the life of the contract. The Customer shall give the Supplier a minimum of 10 days' notice of any change to the opening times and / or opening days of the Customer’s Sites.

**Assets**

* + 1. The Customer reserves the right to install ANPR cameras or use the current ANPR cameras for the purposes of ANPR (where on site, the current function of the ANPR cameras are for CCTV purposes only) at any of the Customer's Sites. The Customer shall give the Supplier a minimum of 3 months' notice of use of ANPR cameras at any of the Customer's Sites.
		2. The Customer is looking into installing thermal imaging CCTV fire detection system at some or all the WTSs currently operating a smoke detection system. The Customer will confirm with the Supplier what level of service is required for any thermal imaging CCTV fire detection systems once they are installed. The Customer shall give the Supplier a minimum of 3 months' notice of any thermal imaging CCTV fire detection systems being added to the requirements of this Contract.
		3. The Customer reserves the right to add CCTV, smoke/ fire detection, automatic gate systems with an access control system and electric fences to any Customer’s Site they are not currently installed on. The Customer shall give the Supplier a minimum of 3 months’ notice of any of these systems being added to a Customer’s Site.
	1. Implementation of the Service
		1. The Supplier shall ensure that any work necessary to deliver the Service has been completed by the Services Commencement Date.
		2. The Supplier shall be required to work with the Customer's IT supplier to gain access to the Customer's Equipment Systems to monitor the systems for faults and to carry out any remote repairs needed during the life of the Contract. The Customer's Equipment is currently accessed by separate broadband lines in the case of the Household Waste Recycling Centres (HWRCs) and Waste Transfer Stations (WTS), and the equipment is accessed by a business line in the case of the Highways depots.
		3. The Supplier shall submit an implementation plan to the Customer no later than 10 days following the initial contract meeting. The Customer and the Customer's IT supplier shall review and agree the implementation plan before any work can be undertaken.
		4. The Supplier shall ensure that all required licences are in place and up to date by the Services Commencement Date
		5. The Supplier will need to arrange for the Customer to be able to access and control CCTV camera footage and automatic gates and access control systems from all the Customer's Sites on the Customer’s laptops. To do this the Supplier will need to work with the Customer's IT supplier.
		6. The Supplier shall have set the alarms on the Customer's Equipment / systems to send alerts to the Customer’s laptops from the Services Commencement Date.
		7. The Supplier shall set up automatic deletion of CCTV images after a time period stated by the Customer, this needs to have an overwrite facility the Customer can use in order to keep images beyond the stated time period that are to be used as evidence.
		8. The Supplier’s Staff shall only view the CCTV footage as part of either Scheduled or Unscheduled Maintenance and shall be licenced to do so where required. The Supplier’s Staff shall not view the CCTV footage for any other purpose.
	2. Technical Support
		1. The Supplier shall provide the Customer with a phone number for technical support which can be used between 08:00 and 16:00 Monday to Friday for the Contract Period.
	3. Maintenance of Customer's Equipment

**General**

* + 1. The Supplier shall provide the Customer with a contact phone number and email address to report faults with the Customer's Equipment.
		2. The Supplier shall be responsible for disposing of all waste material arising from either Scheduled or Unscheduled Maintenance in accordance with the Law.
		3. The Supplier shall ensure all its staff are suitably trained and qualified to carry out the Scheduled and Unscheduled Maintenance work they are required to carry out and remain so for the duration of the Contract Period.
		4. Any passwords or access codes issued to the Supplier during the duration of the contract shall not be passed on to third parties without prior authorisation from the Customer.
	1. Customers Equipment
		1. The Supplier shall maintain all the items listed in Appendix 3 (including any new Customer's Equipment added during the life of this) for the duration of the contract through a series of Scheduled Maintenance Services for each of the Customer's Sites.
		2. Any items of the Customer's Equipment that are replaced by the Supplier shall be replaced by an item of equipment which is to the same specification as the item of Customer's Equipment it is replacing, or to a standard agreed at the time by the Customer.
		3. All Replacement Parts and Replacement Equipment must be compatible with the existing system and shall be provided by the Supplier.
		4. The Supplier shall ensure that all parts and replacement equipment provided are new and meet all current Quality Standards, and any future amendments and revisions of or replacements to these standards.
		5. When installing new cameras, the Suppler shall ensure that they have all the required licences, for example to be able to access the Customer's software.
		6. In the event that the Customer is prohibited by Law from using any Customer Equipment the Customer shall provide the Supplier with 10 days written notice and the Supplier shall make arrangements for the replacement such items of equipment with equipment to the standard agreed at the time by the Customer, and to timescales agreed by the Customer.
	2. Software, security programmes and Customer’s Equipment Systems
		1. The Supplier shall maintain and repair all the software and security programmes installed on the Customer's Equipment Systems (see Appendix 3).
		2. The Supplier shall ensure that all the software, security programmes and operating systems installed on the Customer's Equipment (see Appendix 3) shall have a published security patching schedule for all Customer’s Equipment, including Firmware and Soft patches, and the Supplier shall ensure updates and patches are installed so that the software remains a supported version by the manufacturer.
		3. The Supplier shall inform the Customer of any hardware and software that is reaching End of Life including removed support from the manufacturer. The Supplier shall provide the Customer with a minimum of 3 months' notice.
		4. The Supplier shall be responsible for ensuring that all software used for the delivery of this Service is done so in accordance with all licensing laws.
		5. Should the Customer's Equipment, Customer’s Equipment Systems or operating systems require an urgent update to any security programmes to prevent a breach of security, The Supplier shall work with the Customer and the Customer’s IT supplier via telephone and follow up via email as and when the Supplier will need emergency access to the Customer’s Equipment onsite, connected over the internet. as soon as the Supplier is made aware of this requirement. The required update shall be done at a date and time agreed with the Customer.
		6. The Supplier shall have processes and methods in place to protect the Customer's Equipment, and Customer’s Equipment Systems from cyber-attack. These processes and methods shall be in line with, reviewed and updated in accordance with cyber security industry practice, and by legal obligation
		7. Notifications of cyber related incidents must be made via telephone or email to the Customer as soon as the Supplier is made aware, in line with Law and Good Industry Practice. The supplier shall in addition provide the customer a report within 5 days of the cyber-attack detailing;
1. Date and time of the attack
2. Site (s) and Customer's Equipment or systems affected
3. Nature of the attack
4. Was the attack successful
5. What is the extent of the attack if successful?
6. What is being done by the Supplier to repair damage caused by the attack
7. What will be done by the Supplier to prevent similar attacks in the future.
8. What is being done by the Supplier to respond to and prevent further impact from the attack.
	1. Scheduled Maintenance of the Customer's Equipment.
		1. The Customer requires 2 Scheduled Maintenance Services per site, per year for the CCTV and smoke / fire detection systems, and 1 Scheduled Maintenance Service per year, per site for the automatic gates with access control systems and electric fence systems.
		2. The 1 Scheduled Maintenance Service per year per site for the Customer’s Sites with automatic gates and electric fence shall be carried out during the same visit as one of the CCTV Scheduled Maintenance Services for those sites. The Supplier shall not carry out a separate Scheduled Maintenance Visit just for the automatic gates and electric fence.
		3. The 2 Scheduled Maintenance Services per site, per year for the CCTV and smoke/ fire detection systems shall be at least 5 months and not more than 7 months apart.
		4. For the Customer’s Sites which are Highways Depots the Scheduled Maintenance Services shall be carried out between March and October.
		5. The Supplier shall prepare a Schedule of Maintenance for the Customer's Equipment covering all Scheduled Maintenance Services. This schedule shall be agreed and approved by the Customer before it is implemented. This schedule shall be issued by the Supplier to the Customer no later than 30 days after the Commencement Date for the first Contract Year, then 14 days before anniversary of the Services Commencement Date for each subsequent Contract Year. Should new Customer's Sites be added to this contract, then the Supplier shall add these to the existing Schedule of Maintenance and reissue the Schedule of Maintenance to the Customer within 30 days of being informed of the new requirement by the Customer.
		6. These Scheduled Maintenance Services shall take place on the date identified in the Schedule of Maintenance. For the Customer's WTSs these shall be carried out during the Customer's Sites Monday – Friday 08:00 – 16:00. For the Customer's HWRCs the Scheduled Maintenance Services shall be carried out on Wednesdays & Thursdays 08:00 – 16:00. For the Customer’s Highways Depots, the Scheduled Maintenance Services shall be carried out Monday – Friday 07:30 – 16:30. Unless there is prior agreement with the customer top attend the Customer’s Site outside of these times.
		7. If during the Scheduled Maintenance Service, the Supplier should discover any additional work beyond that identified as part of a Scheduled Maintenance Service within this specification, the Supplier shall inform the Customer as per 3.13.1 of this Specification.
		8. All Scheduled Maintenance work shall be carried out in accordance with the appropriate manufacturer's recommendations.
	2. Scheduled Maintenance Services of CCTV/ ANPR systems
		1. During the Schedule Maintenance Service for the Customers CCTV and ANPR systems the Supplier shall as a minimum;
9. inspect all items of the Customer's Equipment at the Customer's Site,
10. Carry out any required preventative maintenance work on any item of the Customer's Equipment.
11. clean the viewing window (s) on all CCTV Cameras and ANPR cameras
12. re-focus all CCTV and ANPR cameras if required,
13. Inspect all CCTV and ANPR camera mounting poles and brackets for corrosion, and ensure they are the required tightness.
14. Any brackets needing tightening shall be tightened to the correct tension
15. If any CCTV and/or ANPR camera mounting poles or brackets are found to be corroded, this shall be reported to the Customer, who shall decide what action to take.
16. The Supplier shall also report to the Customer any signs of the Customer's Equipment being tampered with, and any other areas for concern.
17. The Supplier shall also inspect the Customer's CCTV recording system, to ensure it is operating in accordance with the manufacturer's instructions. The supplier shall report any issues with the operation of the Customer's CCTV recording equipment to the Customer, who shall decide what action to take.
18. The Supplier shall also ensure that the Firmware within the CCTV cameras and recorders is the latest version, and update if required.
19. Carry out a walk test detection to ensure that the CCTV remains effective in ensuring security and effectiveness of monitoring.
20. Apply an environmentally friendly spider deterrent to CCTV cameras, to include the CCTV lens and body.
21. Secure hardware cabinets and power supply to prevent tampering, accepting that there must be a power isolator present.
22. All accessible equipment fans/vents/housings to be cleaned.
	1. Scheduled Maintenance Service for smoke or fire detection systems
		1. During the Schedule Maintenance Service for the Customer’s smoke detection systems the Supplier shall as a minimum:
23. Clean the detector heads
24. Test the smoke detection system in line with the manufacturers maintenance schedule
25. Ensure that the system is fully working in accordance with the manufacturer's specification.
26. Change detector head annually

Please note the supplier shall change the detector head during one of the two annual Scheduled Maintenance Services, then clean the detector head on the remaining annual Scheduled Maintenance Service.

* + 1. During the Schedule Maintenance Service for the Customer's thermal imaging CCTV fire detection systems the Supplier shall as a minimum:
1. Test the temperature detection on the thermal imaging camera in line with the manufacturer’s recommendations
	1. Scheduled Maintenance Services for automatic gates and access control systems
		1. During the Schedule Maintenance Service for the Customer’s automatic gates and access control systems, the Supplier shall as a minimum:
		2. Run a force test
		3. Clean sensors to make sure they receive information.
		4. Add grease if required
	2. Scheduled Maintenance Services electric fences
		1. During the Schedule Maintenance Service for the Customer’s automatic gates and access control systems, the Supplier shall as a minimum:
		2. Walk the fences (max fence length is 200m)
		3. Test the energisers (there is 1 energiser per site)
	3. Unscheduled Maintenance
		1. The Supplier shall monitor the Customer's Equipment for faults. The Supplier shall inform the Customer via email of any faults detected. The Customer shall then decide if to raise an Equipment Defect Notice for this fault.
		2. Equipment Defect Notices shall be provided to the Supplier via email, the Customer shall provide the Supplier with a description of the fault and the name of the Customer's Site the fault has occurred on.
		3. The Customer shall only raise Equipment Defect Notices on weekends or bank holidays in emergencies, for example if the whole system goes down. For most defects occurring over weekends or bank holidays the Customer shall raise Equipment Defect Notice on the Monday after the weekend or the Tuesday after a bank holiday.
		4. All work carried out in response to an Equipment Defect Notice shall be carried out on WTSs and Highways Depots within the Customer's Sites opening Hours, for HWRC's shall be carried out Monday – Friday (keys or codes shall be provided to the Supplier for the days the HWRCs are not open, but only with the prior agreement of the Customer
		5. Emergency work needing to be carried out at weekends on the WTSs will need to be agreed in advance with the Customer, who shall arrange for the Customer's Site be to be unlocked for the Supplier. Emergency work needing to be carried out on a HWRC or Highways Depot shall be agreed with the Customer in advance of the Supplier attending the site.
		6. If the fault can be remedied remotely then the Supplier shall do so, within 2 hours of the fault being reported to the Supplier or detected by the Supplier. Or within a timeframe agreed with the customer if the work required cannot be completed within 2 hours.
		7. Should the Supplier determine that an engineer needs to attend the Customer's Site to remedy the fault, the following shall apply.
2. If the fault is with the Customer's smoke / fire detection, automatic gate or electric fence systems, the Supplier's engineer shall attend site within 5 hours of the Equipment Defect Notice being raised, or at a time and date agreed with the Customer.
3. If the fault is with the Customer's CCTV system, then the Supplier's engineer shall attend the Customer's Site within 24 hours of the Equipment Defect Notice being raised, or at a time and date agreed with the Customer.
	* 1. The Supplier’s engineer shall remedy the fault on the day of they attend the Customer’s Site, except for circumstances out lined in 1.13.9, 1.13.10 and 1.13.11 of this Specification in which case the time scales outlined in the appropriate Specification item shall apply.

* + 1. If the Supplier’s engineer cannot remedy the fault on the day they attend the Customer’s Site because of the need to use either a mobile working platform or scaffold tower in accordance with item 3.15.5 of this specification, the supplier shall agree with the Customer a date and time to return to the Customer's Site to remedy the fault.
		2. If the Supplier’s engineer cannot remedy the fault on the day they attend the Customer’s Site because they need to order parts, the supplier shall agree with the Customer a date and time to return to the Customer's Site to remedy the fault.
		3. If the Supplier’s engineer cannot remedy the fault on the day they attend the Customer’s Site, and the fault is with a server, then the Supplier shall provide the Customer with a loan server of at least the same specification as the faulty server for the duration of the time the server is faulty, or until it is replaced with a new server. This loan server shall be installed and operational on the Customer's Site the by 16:00 the day after the Supplier's engineer attended the Customer’s Site.
		4. Under no circumstances shall the Supplier or any other parties remove a server from the Customer's Site without the prior express written permission of the Customer.
		5. Before a loan server is removed from the Customer's Site, the Supplier shall ensure that all images recorded of the Customer's Site shall be copied on to the new server. The Supplier shall then delete all images of the Customer's Site from the loan server in accordance with their Data Protection obligations before the loan server is removed from the Customer's Site.
		6. Any faulty servers, or any other Customer's Equipment that stores images shall be handed to the Customer by the Supplier to be destroyed. No such items of the Customer's Equipment shall be removed from the Customer's Site by the Supplier for any reason.
		7. Once on site the Supplier shall report to the Customer with the Equipment Defect Sheet, see Appendix 4.
		8. Once the Supplier has diagnosed, and repaired the fault with the Customers Equipment, the Supplier shall complete the Equipment Defect Sheet, a copy shall be sent to the Customer via email within 5 days.
	1. Access to the Customer's Equipment Systems
		1. The Supplier shall be provided with access to the Customers CCTV, smoke or fire detection systems, automatic gates with access control systems and electric fences to carry out maintenance work. Access shall only be allowed for maintenance work, and the Supplier shall not be allowed to use the Customer's CCTV systems for any other purposes other than those outlined within this Specification.
		2. The Supplier shall not record, store, broadcast, download or use any images from the Customer's CCTV systems without the express permission, in writing, of the Customer.
	2. Health and Safety
		1. The Supplier shall comply with all Health and Safety Law.
		2. The Supplier's Staff shall;
1. Undergo any site induction training required by the Customer
2. Wear personal protective equipment (PPE) when on the Customer's Site, to be provided by the Supplier. This shall consist of at least protective footwear with toe protection and mid sole protection, gloves and a high visibility vest or jacket worn as the outermost layer. And any other PPE specified in the Supplier's risk assessments.
3. In addition to the above the Supplier shall also be required to wear hard hats when working on the Customer's WTSs
4. Not enter the salt barns at the Highways Depots without prior approval from the Customer, and only enter when escorted by a trained member of the Customer’s staff.
	* 1. The Supplier shall report all accidents/ incidents occurring on Customer's Sites to the Customer to be included in the Customer's Site accident book.
		2. The Supplier shall have in place Health and Safety procedures including lone working procedures for working on the Customer's Sites outside of the Customer's Sites opening hours.
		3. Owing to the location of some items of Customer's Equipment there will be times when ladder access to the Customer's Equipment will not be suitable. For these occasions the Supplier shall need to use suitable equipment (such as a mobile working platform or scaffold tower) to safely access them, it is the responsibility of the Supplier to provide this equipment when required. The supplier shall have Health and Safety procedures in place for working at height when on the Customer’s Sites
		4. The Supplier shall have in place Health and Safety procedures to protect members of the public, and Site Staff while work is being carried out on the Customer’s Sites.
	1. Data Protection (UK General Data Protection Regulation and Data Protection Act 2018)
		1. As Controller, the Customer is responsible for ensuring that personal data is processed in accordance with the law ([ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr)).
		2. The purpose and manner in which personal data must be processed for the purposes of this Service is defined within Schedule 7 of the Terms and Conditions.
		3. As Processor, the Supplier will act only under the instruction of the Customer as to how it processes personal data and has no discretion or autonomy to process personal data for any purpose other than to achieve the purpose determined by the Customer.
		4. The Supplier must provide ‘Sufficient Guarantees’ to the Customer that the requirements of Data Protection Legislation will be met and the privacy rights of individuals protected.
		5. The type and complexity of these guarantees and the extent to which controls are deployed will be dictated by various factors including the method of processing and/or sharing; the sensitivity of information; and the amount of information involved. Any review of these guarantees may include an assessment of:

1. the extent to which the Supplier complies with industry standards, if applicable in the context of the processing;
2. assertions sought from and provided by the Supplier in line with the Customer’s third party information sharing and processing policy, including how they satisfy the minimum security controls contained within that policy; and
3. any relevant documentation, such as a data protection policy, records management policy and retention and destruction procedures.
	* 1. In addition, the Supplier shall;
4. ensure that any employees who will have access to personal data are subject to a duty of confidence;
5. take appropriate measures to ensure the security of processing;
6. only engage Sub-Processors with the written consent of the Customer;
7. provide any assistance required by the Customer to respond to subject access requests or provide any other request from an individual to exercise their rights under Data Protection Legislation;
8. ensure that adequate controls are in place concerning the gaining of consent or notification that user information captured as part of the delivery of the Service may be shared with the Customer;
9. assist the Customer in meeting its statutory obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
10. delete or return all personal data to the Customer, as requested at the end of the contract;
11. submit to audits and inspections as deemed necessary by the Customer and inform the Customer immediately if it is asked to do something infringing Data Protection Legislation or any other applicable data protection legislation; and
12. maintain its own record of processing and employ its own Data Protection Officer, where required.
	1. Exiting the Contract
		1. Once the Contract ends, either at the end date, or in accordance with Clauses H1,H2 or H3 of the Terms and Conditions. The Supplier shall not access the Customer's Equipment systems or Customer's Equipment for any reason, without the express written permission of the Customer.
		2. The Supplier shall work with the Customer and the incoming Supplier during the 6 months leading up to the end of the contract to ensure a smooth transition to the new Supplier to enable a break free continuation of the Service. There shall be no additional cost for this beyond the charges set out in Schedule 3 (Payment Schedule) of the Terms and Conditions.
		3. At the end of the Contract all images remain the property of the Customer and shall not be retained or used by the Supplier.
		4. All of the Customer's Equipment remains the property of the Customer and shall not be removed by the Supplier.
	2. Service Reports and Customer / Supplier meetings
		1. The Supplier shall be required to attend quarterly progress meetings with the Customer to discuss and review Performance Standards. These meetings shall be held either at the Customer's offices, or remotely over Microsoft Teams. The regularity of these meetings shall be subject to change on the request of the Customer, once the initial year has passed, any change to the regularity of these meetings shall be agreed by both parties before they are implemented.
		2. The Supplier shall be given 10 days written notice, to attend any quarterly meetings and 2 days to attend any ad hoc meetings called by the Customer regarding the operation of the Contract.
		3. The Supplier shall, not more than 7 days following the end of the calendar month, submit to the Customer a monthly Service Report, in electronic format. This Service Report shall contain information as described in Appendix 5.

Section 2 contract & performance management arrangements

* 1. General Instructions
		1. The Supplier shall meet all of the Customer's requirements as set out in the Specification and shall comply with its proposals contained at Section 5 (Working Methods) in order to ensure that it meets the requirements of the Contract in all respects.
		2. This Performance Management Framework shall apply in full from the Commencement Date and details the elements of the Services that shall be measured to monitor and to incentivise performance by means of application of Performance Deduction via Schedule 3 (Pricing Schedule) of the terms and conditions, for substandard performance. The Customer shall monitor the Supplier's performance of the Services in accordance with this Contract and shall notify the Supplier of any Service Failure or Critical Service Failure occurring during the provision of the Services.
		3. The Customer shall confirm to the Supplier details of the Service Failure or Critical Service Failure via email, including what remedial action is required and the level of Performance Deduction that shall apply, in accordance with the Contract, within five (5) Working Days of the Customer becoming aware of the Service Failure.
		4. If a Service Failure as detailed in Table 2 occurs then, subject to the terms of this Performance Management Framework, the Customer shall be entitled to apply the appropriate Performance Deduction to the Service Charges without prejudice to any other remedies the Customer may have. Additionally, the Supplier shall undertake all relevant remedial action identified in table 2 below. If the Supplier does not complete the required remedial action within the timeframe specified, the Service Failure automatically becomes a Critical Service Failure and shall be dealt with as such.
		5. If the same Service Failure occurs more than twice within a single month, the Service Failure automatically becomes a Critical Service Failure and shall be dealt with as such.
		6. If a Critical Service Failure as detailed in Table 2 occurs then the Customer shall be entitled to make the appropriate Performance Deduction to the Service Charges without prejudice to any other remedies the Customer may have. The Customer may terminate this Contract in accordance with Clause H2.1. However, the Customer may, at its absolute discretion, implement a Remediation Plan Process in accordance with Clause H7A.
		7. The Customer shall have up-to-date contact details for the Supplier or any including name, work email address and mobile telephone numbers. The Supplier shall be available to meet the Customer at all reasonable times and shall provide such written reports as the Customer may reasonably require prior to such meetings or generally.
		8. The Customer may in its sole and absolute discretion grant relief from the application of Performance Deductions or their powers under the Contract, if it is satisfied that the reason for the Service Failure or Critical Service Failure was outside the reasonable control of the Supplier. To claim such relief evidence must be provided by the Supplier to the Customer for each event for which relief is sought. Such evidence must show that the Supplier was unable to mitigate the effects of the reason for the Service Failure or Critical Service Failure as the case may be. The Customer shall review the application for relief and determine if the event causing a Service Failure was or was not outside the reasonable control of the Supplier. The conclusion of the Customer shall be final. The Supplier must apply reasonable measures to mitigate problems/events which affect the delivery of the Service to prevent the occurrence or minimise the amount of Service Failures.
		9. The Performance Management Framework shall be reviewed on an annual basis by the Customer and the Supplier with Service Levels being reviewed every six (6) Months. No changes shall be made to the Performance Management Framework except by agreement of both Parties.

**Table 2 Service Levels and Performance Deductions**

| **Number** | **Service Level** | **Critical Service Failure** | **Service Failure** | **On target** | **Accumulative £ Performance Deduction for each Critical Service Failure**  | **Accumulative £ Performance Deduction gained for each Service Failure**  | **Remediation action required** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | The Supplier shall ensure that any work necessary to deliver the service has been completed by the Service Commencement Date. **Specification item 1.3.1** | The Supplier cannot deliver the Services on the Service Commencement Date, because they have not completed all the work required to do so. | N/A | The Supplier can deliver the Service on the Service Commencement Date.  | **£325 per occurrence** The Supplier shall also cover all costs incurred by the Customer in retaining the Incumbent Supplier to provide the services until the Supplier is able to undertake the services. | N/A | N/A |
| **2** | During the Scheduled Maintenance Services for the Customer's Equipment Systems the Supplier shall carry out all the actions outlined in the Specification relating to Scheduled Maintenance Services**Specification items 1.9.1, 1.10.1, 1.10.2, 1.11.1 &1.12.1** | If the remediation action following a Service Failure has not been completed within 3 days of being notified by the Customer of the Service Failure, it shall automatically constitute a Critical Service Failure.  | The Supplier fails to carry out one or more of the actions outlined the Specification during a Scheduled Maintenance Service.  | The Supplier carries out all of the actions outlined in the Specification during a Scheduled Maintenance Service.  | **£270 per occurrence** that the Supplier fails to attend site to carry out the missed actions from the Scheduled Maintenance Service within 3 days of being notified of the Service Failure  | **£84 per occurrence** that the Supplier fails to carry out one or more of the actions outlined in the Specification during a Scheduled Maintenance Service. | The Supplier shall attend site to carry out the missed actions from the Scheduled Maintenance Service within 3 days of being notified by the Customer of this Service Failure. ***These 3 days do not include Saturday, Sunday or Bank Holidays.***  |
| **3** | If the fault can be remedied remotely then the Supplier shall do so, within 2 hours of the fault being reported to the Supplier or detected by the Supplier. Or within a timeframe agreed with the Customer if the work required cannot be completed within 2 hours. **Specification item 1.13.6** | If the remediation action following a Service Failure has not been completed within 1 hour of being notified by the Customer of the Service Failure, it shall automatically constitute a Critical Service Failure | The Supplier does not remedy remotely the fault within two (2) hours of the fault being reported to or being detected by the Supplier, or within the timeframe agree with the Customer  | The Supplier remedies remotely the fault within 2 hours of the fault being reported to or being detected by the Supplier or remedies the fault within the agreed timeframe.  | **£270 per occurrence** that the Supplier has not remedied the fault remotely or agreed a timeframe to remedy the fault with the Customer within 1 hour of being informed of the Service Failure.  | **£84 per occurrence** that the Supplier does not remedy remotely the fault within two (2) hours of the fault being reported to or being detected by the Supplier, or within the timeframe agree with the Customer | The Supplier shall remedy the fault remotely, or shall agree a timeframe to remedy the fault with the Customer within 1 hour of this Service Failure being reported to the Supplier by the Customer, |
| **4** | Should the Supplier determine that an engineer needs to attend the Customer's Site to remedy the fault, the Supplier's engineer shall attend site within the timescales outlined in the Specification or those agreed with the Customer. **Specification item 1.13.7** | If the remediation action has not been completed within 1 day of being notified by the Customer of the Service Failure, it shall automatically constitute a Critical Service Failure. | The Supplier's engineer does not attend the Customer's Site to remedy the fault within the timescales outlined within the Specification or agreed with the Customer.  | The Supplier's engineer attends the Customer's Site to remedy the fault within the time scales outlined in the Specification or agreed with the Customer.  | **£270 per occurrence** that the Supplier fails to arrange for their engineer to attend the Customer's Site within one (1) day of being informed of the Service Failure.  | **£ 84 per occurrence** that the Supplier’s engineer fails to attend the Customer's Site within the timescales outlined in the Specification, or agreed with the Customer.  | The Supplier's engineer shall attend the Customer's Site to remedy the fault with in one (1) day of notification of the Service Failure,**This 1 day does not include Saturdays, Sundays, or Bank Holidays**  |
| **5** | If the Supplier’s engineer cannot remedy the fault on the day they attend the Customer’s Site, and the fault is with a server, then the Supplier shall provide the Customer with a loan server of at least the same specification as the faulty server for the duration of the time the server is faulty, or until it is replaced with a new server. This loan server shall be installed and operational on the Customer's Site the by 16:00 the day after the Supplier's engineer attended the Customer’s Site. **Specification item 1.13.11** | The Supplier fails to provide the Customer with a loan server within the time scales stated in the Specification or fails to undertake the remedial action following a Service Failure it shall automatically constitute a Critical Service Failure. | The Supplier provides a loan server which is below the specification of the faulty server in question.  | The Supplier provides a loan server which is of the same or better specification as the faulty server in question within the required timeframe. | **£289 per occurrence** that the Supplier either fails to provide the customer a with loan server by 16:00 the day after the Supplier’s engineer attended the Customer’s Site, and / or **£270 per occurrence** the Supplier fails to complete the remediation action and replace a loan server which is below the specification of the faulty server within the required timeframe.  | **£ 76 per occurrence** that the Supplier provides a loan server that is below the specification of the faulty server.  | The Supplier shall replace the loan server which is below the specification of the faulty server by the end of the next day that the service failure is reported to the Supplier by the Customer.  |

***Calculation of Performance Deductions***

The Performance Deduction is the amount (£) deducted from the Service Charge for the month in question.

The Performance Deductions shall be calculated on the basis of the following formula;

Example;

Number of instances a Service Level was triggered multiplied by the value of the Performance Deduction awarded per instance triggered to give a Total Performance Deduction for each Service Level.

Add together the £ Total Performance Deductions for each Service Level to give the End Performance Deduction.

Subtract the End Performance Deduction from the Service Charge for the month in question.

Worked Example;

The supplier triggered the following Service Levels;

**If the fault can be remedied remotely then the Supplier shall do so, within 2 hours of the fault being reported to the Supplier or detected by the Supplier. Or within a timeframe agreed with the Customer if the work required cannot be completed within 2 hours.**

The Supplier failed to remedy remotely a fault which could be remotely remedied within 2 hours of the fault being reported to the Supplier, or being detected by the Supplier (or within the agreed timeframe) on one occasion within the month. Performance Deduction applied for each incident of failed performance is £84, therefore incurring £84 Total Performance Deductions (£84 x 1 = £84)

**If the Supplier’s engineer cannot remedy the fault on the day they attend the Customer’s Site, and the fault is with a server, then the Supplier shall provide the Customer with a loan server of at least the same specification as the faulty server for the duration of the time the server is faulty, or until it is replaced with a new server. This loan server shall be installed and operational on the Customer's Site the by 16:00 the day after the Supplier's engineer attended the Customer’s Site.**

The Supplier installed a loan server that was below the specification of the faulty server and failed to replace the loan server which is below the specification of the faulty server by the end of the next day of being informed of the Service Failure on 1 occasion.

For the providing a loan server that is below the specification of the faulty server Performance Deductions applied for this incident of failed performance is £76, for failing to replace the loan server which is below the specification of the faulty server by the end of the next day of being informed of the service Failure Performance Deductions applied for this incident of failed performance is £270.

Therefore, for this Service Level the Supplier incurred £346 Total Performance Deductions (£76+£270)

The End Performance Deduction for the month in question would be £448 (£84 + £346)

If the Suppliers Service Charge for the month in question was £4,000 then the Customer would pay £3,552 (£4,000 - £448).

Appendix 1 Customer’s Sites

|  |  |  |  |
| --- | --- | --- | --- |
| Customer's Site  | Customer's Site address | Customer's Sites opening hours  | Customer’s Equipment on site to be repaired and maintained under this Contract  |
| HWRCs |
| Boston HWRC | Bittern Way, Boston, PE21 7RQ | Friday, Saturday, Sunday, Monday & Tuesday 08:00 – 16:00 | CCTV |
| Bourne HWRC | South Fen Road, Bourne, PE10 0DN | Friday, Saturday, Sunday, Monday & Tuesday 09:00 – 16:00 | CCTV |
| Gainsborough HWRC | Long Wood Road, Gainsborough, DN21 1QB | Friday, Saturday, Sunday, Monday & Tuesday 08:00- 16:00 | CCTV |
| Grantham HWRC | Mowbeck Way, Grantham, NG31 7AH | Friday, Saturday, Sunday, Monday & Tuesday 09:00 – 16:00 | CCTV |
| Lincoln HWRC | Great Northern Terrace, Lincoln, LN5 8LG | Friday, Saturday, Sunday, Monday & Tuesday 08:00 – 17:30 | CCTV |
| Louth HWRC | Bolingbroke Road, Louth, LN11 0WA | Friday, Saturday, Sunday, Monday & Tuesday 09:00 – 16:00 | CCTV |
| Tattershall HWRC | Kirkby lane, Tattershall Thorpe, ln4 4pd | Friday, Saturday, Sunday, Monday & Tuesday 08:00 – 16:00 | CCTV |
| The Rasens HWRC | Gallamore Lane Industrial Estate, LN8 3HA |  Friday, Saturday, Sunday, Monday & Tuesday 08:00 – 16:00 | CCTV |
| Skegness HWRC | Warth Lane, Skegness, PE25 2JS | Friday, Saturday, Sunday, Monday & Tuesday 09:00 – 16:00 | CCTV |
| Sleaford HWRC | Pride Parkway, Enterprise Park, Sleaford, NG34 8GL | Friday, Saturday, Sunday, Monday & Tuesday 09:00 – 16:00 | CCTV |
| Spalding HWRC | West Marsh Road, Spalding, PE11 2BB | Friday, Saturday, Sunday, Monday & Tuesday 08:00 – 17:30 | CCTV |
| Customer’s Site | Customer’s Site address | Customers Sites opening hours  | Customer’s Equipment on site to be repaired and maintained under this Contract (see appendix 1 for further details) |
| WTSs |
| Boston WTS | Slippery Gowt Lane, Riverside industrial Estate, Boston, PE21 7AA | 07:00 – 16:00 Monday to Friday. | CCTV and smoke detection  |
| Gainsborough WTS | Marshall Lane, Somerby Park Industrial Estate, Gainsborough, DN21 1GD | 07:45 – 17:00 Monday to Friday. | CCTV and smoke detection |
| Grantham WTS | Occupation Road, Vantage Park, Gonerby Moor, Grantham, NG32 2BP | 07:00 – 16:00 Monday to Friday. | CCTV and thermal imaging CCTV fire detection  |
| Louth WTS | Bolingbroke Road, Fairfield Industrial Estate, Louth, LN11 0WA | 07:00 – 16:00 Monday to Friday. | CCTV and smoke detection |
| Sleaford WTS | Pride Park Way, Enterprise Park, Sleaford, NG34 8GL | 07:00 – 16:00 Monday to Friday. | CCTV and smoke detection |
| Customer’s Site | Customer’s Site address | Customer’s Site opening hours  | Customer’s Equipment on site to be repaired and maintained under this Contract (see appendix 1 for further details) |
| Highways Depots |
| Ancaster | Maddocks Park, Willoughby Road, Ancaster, Grantham, NG32 3PL |  | CCTV, Automatic gate, Access control system,  |
| Boston | Chain Bridge Road, Boston, PE21 7LE |  | CCTV, Automatic gate, Access control system and electric fence |
| Horncastle | Hemingby Lane Horncastle, LN9 5PN  |  | CCTV, Automatic gate, Access control system and electric fence |
| Manby | LCC Highways Depot, Manby Middlegate, Grimoldby, Louth, LN11 8SU |  | CCTV, Automatic gate, Access control system and electric fence |
| Pode Hole | Dozens Bank, Bourne Road, Spalding, PE11 3LL |  | CCTV |
| Sturton | Tillbridge Lane, Sturton by Stow, Lincoln, LN1 2BP |  | CCTV |
| Thurlby | Station Road, Thurlby, Bourne, PE10 0AJ |  | CCTV, Automatic gate and Access control system  |
| Willingham | Willingham Road, North Willingham, Market Rasen, LN8 3RH |  | CCTV |

The HWRCs are open every bank holiday with the exception of 25th, 26th December and 1st January, when they are closed. The WTSs are also open on some Bank Holidays and a limited number of Saturdays, normally before or after a Bank Holiday.

The Customer's HWRC’s and WTSs are owned by the Customer, however the HWRC's are currently leased to, operated by and staffed by 3rd party contractors.

The Customer’s highways depots are all owned by the Customer, with the exception of the Ancaster Depot which is leased by the Customer from a 3rd party.

The Customer’s Highways Depots are all staffed by the Customer’s 3rd party contractor, except for:

Boston which has no offices on site

Manby which has offices, but is only occasionally staffed

Thurlby which is only occasionally staffed

Ancaster Depot is also not staffed.

Appendix 2 Technical requirements for externally hosted solutions



Appendix 3 Customer’s Equipment



Appendix 4 Equipment defect sheet

To be completed by the Site Supervisor

|  |  |  |  |
| --- | --- | --- | --- |
| Site Name  | Site Supervisor  | Name of Member of staff reporting Defect | Time / Date  |
|  |  |  |  |

|  |
| --- |
| Nature of the Defect (*please do not diagnose the defect, just enter a description for example no picture from camera 3)*  |

To be completed by the Supplier

|  |
| --- |
| Diagnosis of Defect. Time diagnosis started / ended  |
| Parts requiring replacement. | Estimated time required to complete the repair.  |
| Can the defect be repaired remotely?  | Name of Supplier's staff making the Diagnosis |

|  |
| --- |
| Repair Work carried out Time Repair Work Started / ended |
| Parts replaced | Name of Supplier's Staff who carried out the Repair Work |

Appendix 5 Service report

The Monthly Service Reports submitted by the Supplier in accordance with item 3.21.3 of the Specification, shall include for the month in question;

1. The Calculation of the Monthly Service Charge (SC) in accordance with the Pricing Schedule.
2. A summary of the Supplier's performance against each of the Service Levels specified in the Performance Management Arrangements. This must include an itemised list (as per Table 1 of Section 3b) of Service Levels and highlighted where performance is below the required Service Level.
3. The management information to be supplied by the Supplier to the Customer;
4. The number of Scheduled Maintenance Visits carried out, stating which sites these were carried out on.
5. The number of Equipment Defect Notices issued for each of the Customer's Sites, stating if the defect was remedied remotely or on site.
6. The number of Emergency Defect Notices issued for each of the Customer's Sites stating of the defect was remedied remotely or on site
7. The number of updates / patches installed to security programmes, operating systems and software, and details of these updates/ patches.
8. Nature of the defects for each of the Customer's Sites
9. Number of times the supplier did not attend a Customer's Site within the specified time frames.
10. Time taken to remedy the defect on the Customer's Equipment
11. Total time the Customer's equipment was down on each of the Customer's Sites
12. Items of Customer's Equipment replaced
13. Number of days that a loan server was used at each of the Customer's Sites
14. Details of social value initiatives for the month i.e. number of employment opportunities for the identified groups, number of apprenticeships for local people, increased spend with local communities and carbon reduction / offsetting.