

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CCS FRAMEWORK REF: **RM6143 Vehicle Telematics: Hardware and Software Solutions**

CALL-OFF REFERENCE: **TRK/RD/1121 Provision of Vehicle Tracking**

THE BUYER: **South Gloucestershire Council**

BUYER ADDRESS *[Information redacted]*

THE SUPPLIER: **Trakm8 Limited**

SUPPLIER ADDRESS: *[Information redacted]*

REGISTRATION NUMBER: **04415597**

DUNS NUMBER: **424280415**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18th December 2021.

It's issued under the Framework Contract with the reference RM6143 for the provision of **Technology/Telematics Hardware and Software Solutions**.

CALL-OFF LOT(S): Lot 1

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6143
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6143

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- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6143
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Parts C and E only
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security) – Part A only
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6143

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

Clause 11.5 of the Core Terms shall be deleted and replaced with:
"The Supplier's total liability for any indemnity including under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Call-Off Contract shall be limited in accordance with clause 11.2)."

For the purposes of Joint Schedule 11, the Buyer will ensure that it provides or puts in place all necessary information, consents and notices to/with data subjects (e.g. vehicle users/drivers) to enable the lawful transfer of Personal Data to the Supplier and in respect of the Supplier's processing of such Personal Data.

NB Customer to carry out its own de-installation work, including replacing, as necessary, any plates where a device has been installed on the dashboard at its own cost.

CALL-OFF START DATE:	1st December 2021
CALL-OFF EXPIRY DATE:	Initial 36 months minimum term contract expiry: 30th November 2024 Option to extend expiry: 30th November 2026 (this is also a minimum contract term, if the option to extend is exercised)
CALL-OFF INITIAL PERIOD:	36 months, with option to extend for 24 months.

CALL-OFF DELIVERABLES

Deliverables for Lot 1 (Supply of vehicle telematics hardware, software and

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Model Version: v3.5

associated products)
Mandatory Deliverables

- 3.1 Order and Supply of Telematics Solutions
 - 3.1.1 Terms and Conditions of supply
 - 3.1.2 Vehicle telematics solutions Orders
- 3.2 Telematics Systems
 - 3.2.1 Telematics systems and equipment
 - 3.2.2 Installation and Decommissioning of equipment
 - 3.2.3 Warranty and Repair
- 3.3 Telematics data
- 3.4 Web-based portal
- 3.5 Managing the Buyer's Account
 - 3.5.1 Contract Management
 - 3.5.2 Management information
 - 3.5.3 Continuous Improvement
 - 3.5.4 Training
- 3.6 Legislation and Policy
 - 3.6.1 Legislative Requirements
 - 3.6.2 Policy Requirements
 - 3.6.3 Sustainability
 - 3.6.4 Social Value and Community Benefits

Desirable Deliverables

Deliverables listed at document ref TRK/RD/1121 Provision of Vehicle Tracking – Deliverables.

3.7 Asset Tracking

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £32,000.

CALL-OFF CHARGES: See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Monthly by invoice (Purchase orders must be quoted) BACs payment.

BUYER'S INVOICE ADDRESS:

[Information redacted]

OR post to:
South Gloucestershire Council
[Information redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Information redacted]

BUYER'S ENVIRONMENTAL POLICY

available at: <https://www.southglos.gov.uk/environment/our-environmental-policy/>

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 – No action required by the Supplier, as they won't be accessing the Buyers IT system, it does not impact the service delivery –

Confirmed by **[Information redacted]** (above Buyer's Authorised Representative) via email on Monday 22nd November 2021.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Information redacted]

Trakm8 Limited **[Information redacted]**

SUPPLIER'S CONTRACT MANAGER

[Information redacted]

[Information redacted]

Trakm8 Limited

[Information redacted]

PROGRESS MEETING FREQUENCY

Bi Annual for regular contract updates – supplier to arrange meeting.

KEY STAFF

[Information redacted]

Trakm8 Limited ***[Information redacted]***

[Information redacted]

Trakm8 Limited

[Information redacted]

KEY SUBCONTRACTOR(S)

Preferred Install Partner - ***[Information redacted]***

Alternative Install Partners such as:

[Information redacted]

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

DATA PROCESSING

Annex I to Joint Schedule 11 (Processing Data) attached.

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Framework
Schedule 6 .tlocx

For and on behalf of the Supplier:

Signature:

Name: **[Information redacted]**

Role: **[Information redacted]**

Date: 15/12/21

For and on behalf of the Buyer:

Signature:

Name: **[Information redacted]**

Role: **[Information redacted]**

South Gloucestershire
Council

Date: 16/12/21