**2. SPECIFICATION**

1. **Description of the Service**
   1. The Contractor shall be responsible for the provision of IT Support Services across all of the Company’s sites. This includes office buildings, Household Waste Recycling Centres (HWRCs) and Transfer Stations. For a full list of sites please see Appendix 1.
   2. Examples of IT services required include, but are not limited to;

- Providing and maintaining internet/data connectivity,

- Provision and support of internal phone lines and Mitel phone system,

- Provision and maintenance of servers including daily backups,

- Provision and support of network hardware;

- Provision of an IT helpdesk for users;

- Provision of a Disaster Recovery Service.

**For a full list of requirements, please refer to Appendix 2**.

* 1. The list of services shown in Appendix two is not exhaustive. The Company may also require additional services or support from the Contractor during the course of the contract. The costs and implications of any additional services needed will be discussed by both parties prior to agreeing a course of action.
  2. The Contractor will aim keep both scheduled and unscheduled downtime to a minimum. Where possible any scheduled downtime will be outside Yorwaste core operating hours of 0730 – 1800.
  3. The contractor will be responsible for providing all network related hardware. Yorwaste will provide general hardware such as desktops and laptops. The Contractor is expected to provide support with hardware is faults develop.
  4. The Company reserves the right to include additional, and also remove, sites from the Contract as the Company requires. The fees for any additional sites will be negotiated with the Contractor through a variation of the Contract.
  5. The Company shall not permit anyone other than the Contractor to provide the Service on any of the Company’s sites without the prior written permission of the Company, unless the Contractor has failed to execute its duties and obligations under this contract or where required by law, the emergency services (such as the police or fire brigade) or under the terms of the Company’s lease requiring the landlord or sub-contractors to access, service or otherwise handle the Equipment.
  6. The Contractor will provide a single point of contact for all of the Company’s queries. This includes any part of the service the Contractor needs to sub-contract out to another company. **For the avoidance of doubt, all queries are to be directed through one point of contact**.

1. **Undertaking the Service**
   1. The Company shall provide to the Contract:
      1. In writing and in due time, any further information and instructions that the Contractor reasonably requires in order to carry out the Services by the date fixed for their completion.
      2. The access to areas and facilities stated in Appendix One.
   2. The Contractor shall maintain the Equipment installed on the sites subject to agreement of a detailed asset register complied by the Contractor within 90 days of commencement of the Contract.
   3. If the Contractor is delayed by the Company or for any reason beyond the Contractor’s control, the Company shall fix a fair a reasonable revised date for completion of the Services detailed in 2.2. The Contractor shall constantly use all reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Services.
   4. The Contractor shall keep and maintain site report records which are kept up to date following each activity (i.e. any support or maintenance required) on that site. The records will remain the property of the Company at all times. The Company shall be able to access these records at any time.
   5. The Contractor shall visit the Company sites during Normal Opening Hours and carry out any such inspection, examination, investigation and/or assessment of the Equipment as may be required by the Company and for whatever purpose stipulated by the Company.
   6. The Company shall grant to the Contractor for the purposes of the inspection, examination, investigation and/or assessment access to the Equipment and make available all manuals; system logs, and/or records pertaining to the Equipment.
   7. The Contractor shall be responsible for the ordering of all parts and services required to maintain the Equipment. The Contractor is not to store any parts on the sites without prior approval from the Company Representative.
   8. The Contractor shall ensure that all rubbish and waste resulting from the provision of the Service or other work performed under this Contract, is removed the Company’s site at the end of each day, or by a time agreed by the Contractor and the Company Representative at no additional cost to the Company.
   9. The Contractor will exert their best efforts to ensure that the Company remains compliant of all statutory requirements and best practice as determined by regulatory bodies. Where there is a conflict, the Contractor will formally communicate where the Company is in breach.
   10. The Contractor will act in the best interest of the Company at all times.
   11. The Company shall not unreasonable deny the Contractor access to the site and the Equipment therein at all agreed times.
   12. The Company shall allow the Contractor whilst on the Company’s site to have reasonable use of, without charge, gas, water and/or electricity, telephone and domestic sewerage. This use will be in connection with the proper course of the Contractors duties under this Contract.
   13. The Company shall endeavour to notify the Contractor in writing of any changes and/or alteration made to either the sites or the Equipment on the sites. Any such change or alteration may give rise to an amendment to the Contractor’s charges as stated in the Price Schedule. Such changes in charges will be finalised by negotiation and agreement between the Contractor and the Company in accordance with the terms of this Contract.
   14. The Contractor shall keep the working areas tidy and comply with any regulations.
   15. The Contractor shall provide to the Company any information that the Company may reasonable require as to the methods and materials used or to be used in carrying out the Services and/or as to their conformity to the Contract.
   16. The Contractor shall promptly comply with all reasonable written instructions given by the Company.
   17. The Contractor shall be able to conduct repairs to the Equipment where required providing the cost to the Company does not exceed £250. Where the costs would exceed £250, a quote shall be submitted to the Company for approval.
2. **Defects & Emergencies**
   1. As part of the service, the Contractor shall provide a full support service to the Company, to cover all areas of the service listed in Appendix 2.
   2. As part of 3.1, the Contractor will also provide an out of hours support service. Details of the Company’s requirements are stated in Appendix 2.
   3. Where the Contractor is unable to resolve the issue raised in the time specified, any additional costs to the Company shall be borne by the Contractor unless the reason for the failure is outside of the Contractor’s control.
   4. If the work required is to take a substantial amount of time, the Contractor shall notify the Company and, where relevant, provide the Company with a quote for the work
   5. Any parts needed for any repair or maintenance work will be charged at cost plus the mark up rate stated in the Price Schedule.
   6. The Contractor at no cost to the Company shall promptly on being notified make good any defects in the Service which appear within the Rectification Period of 12 months and which result from materials and/or workmanship not being in accordance with the Contract. The Company will give prompt notice of any defects and give reasonable access for making good.
   7. If the Contractor fails to promptly make good any defects of which notice is given under paragraph 3.8 above, the Company may employ other contractors to do so and shall be entitled to deduct or recover a debt the costs of doing so.
   8. Where the Contractor has undertaken repair or maintenance work to the Equipment, the Contractor shall no later the end of the week following that in which the work has been carried out, deliver to the Company in such form as the Company may reasonable require, a return giving full details of the labour, material and equipment for the relevant week.
3. **Replacement & Reconditioning of Parts**
   1. Except where the equipment has been damaged or adversely affected by the Contractor’s actions (in which case the Contractor will expedite any necessary repairs/works at its cost);
      1. The provision of support, emergency testing and/or inspection under this Contract does not include, unless expressly provided, the replacement or reconditioning of any parts of the Company’s Equipment. Therefore any charge or charges for parts made under this Contract are to be charged to the Company at cost plus the mark up rate given in the Price Schedule,
      2. If, in the Contractor’s reasonable opinion, it is necessary to replace or recondition parts of the Equipment, the Company shall either instruct the Contractor to replace or recondition such parts or otherwise make replacements or reconditioned parts available to the Contractor at no cost to the Contractor. The Company may request the Contractor to submit a cost estimate in advance of being instructed to replace or recondition parts.
      3. The Contractor’s cost estimate of parts shall be based on the net cost of the part or parts and/or materials plus the mark up figure stated in the Price Schedule.
      4. The Contractor shall not be responsible for the good working order of the Equipment if the Company declines to replace or recondition defective or worn-out parts and/or materials when advised by the Contractor to do so.
      5. The Contractor shall maintain open book transparency in regards to the cost of parts.
4. **Health & Safety Requirements**
   1. Without limiting either party’s statutory and/or regulatory duties or responsibilities and/or the specific health and safety requirements of the Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the Contract.
   2. The Contractor shall comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive.
   3. The Contractor shall ensure compliance at all times with all Health and Safety and Equality Act legislation.
   4. The Company shall allow the Contractor whilst on the Company’s site or sites, the free use of designated toilet and welfare facilities. The Contractor shall always use these facilities with proper conduct and shall leave the facilities as clean as they find them. The same applies when the Company is on the Contractor’s site.
   5. The Contractor and its sub-contractors shall participate as required with the Company’s emergency evacuation drills.
   6. The Contractor shall ensure suitable risk assessments and method statements controls are in place prior to any work being carried out. Risk assessments and method statements must be available for inspection at all times whilst working on the Company premises. The Contractor shall confirm when its risk assessments have been reviewed and shall supply the Company with copies of any new or modified risk assessments and safety procedures which relate to the Service if requested to do so in writing.
   7. The Contractor and any personnel must adhere to the site rules including induction processes, wearing of PPE and safe working practices.
      1. All personnel are required to complete an induction at each site prior to carrying out any work.
      2. Personnel must follow site specific access procedures and obtain necessary authorisation and/or permits to work before commencing.
      3. Minimum PPE requirements at all sites are: Hard Hat, High visibility clothing (trousers and top), gloves, safety footwear and eye protection.
   8. The Contractor shall ensure that all staff engaged or employed in or about the provision of the Service shall do so with all due skill, care and diligence and shall have such qualifications, training, skills and experience as are necessary for the proper supply of the Service.
   9. The Company reserve the right to conduct audits as they deem necessary to ensure compliance with this Specification and all relevant legislation.
5. **Response Times**
   1. The response times are the time periods commencing with the notification to the Contractor of the need for support, repairs or maintenance.
   2. Notification of the request for supply will be made by the Company Representative person by email or by telephone.
   3. The Contractor shall respond at all times in an efficient and professional manner and within the response times indicated.
   4. The Contractor shall maintain records relating to orders and deliveries and these should be retained throughout the contract period.
6. **Staffing**
   1. The Contractor shall ensure that only staff and sub-contractors that are fully trained and accredited carry out the necessary works and, where required, will provide evidence of their current qualification/authority in order to allow the Company to comply with its obligations under current regulations as set out by the appropriate regulatory bodies.
7. **Environmental Assurance**
   1. The Contractor shall ensure all waste products, as part of the supply are disposed of in strict accordance with any legislative requirements and in a safe and environmentally conscious way.
   2. The Contractor shall ensure that all transfer notes for the disposal of waste streams are kept for the duration of the contract and can be produced at any time if requested by the Company Representative.
8. **Environmental Management**
   1. The Contractor shall ensure that all necessary practices, policies and training are put in place to ensure that all products are correctly diluted (where applicable), and used only as is essential for effective provision of the Service.
   2. The Contractor shall ensure, in so far as it is reasonably practicable to do so and subject to the Equipment manufacturer’s recommendations that all consumables, materials and parts supplied by it to the Company in accordance with this Contract are:
      1. Bio-degradable, and/or;
      2. Environmentally acceptable, and/or;
      3. Ozone friendly.
   3. The Contractor shall ensure all its staff will take all practical steps to reduce energy consumption and improve the recycling of waste while undertaking their duties.
   4. The Contractor shall ensure that all waste generated by cleaning, repairs and maintenance shall be reused or recycled by the Contractor wherever the technology exists and is commonly available whilst demonstrating value for money (this includes mandatory recycling of spent light bulbs).
9. **Contract Management**
   1. The management of the Contract on behalf of the Company shall be the responsibility of the Jonny Handley, along with their representatives.
   2. Both parties shall meet regularly to progress current matters and forward planning situations. The frequency of such meetings is to be determined by matters arising, but generally not less than six (6) monthly.
   3. The Company may also request details of supply and deliveries as part of this contract from time to time. Meetings may also be arranged as part of the performance monitoring process.
   4. Throughout the contract, the Company Representative will monitor the following:
      1. Performance and quality;
      2. Compliance with the specification and contract terms; and
      3. Cost and value for money.
10. **Performance Management**
    1. The Company shall monitor compliance and evaluate the performance of the Contractor against all aspects of the Service through the Contract Period.
    2. A Service Level Agreement (“SLA”) will be drafted and agreed upon award of the Contract with the successful Contractor and inserted as a Schedule to the Terms & Conditions. The KPIs listed in 11.4 will be used as a basis for these discussions.
    3. The Contractor is required to undertake the following performance monitoring regime:
       1. To operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting.
       2. To monitor the performance of the Services and produce monthly performance reports for the Company.
    4. The Contractor shall self-monitor their performance in line with the Key Performance Indicators set out in Table 1 below:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Key Performance Indicator** | **Unit of Measure** | **Requirement** |
| 1. | Network Availability | Uptime vs Available time | 99% |
| 2. | Backup success | Completion of backups | 98% |
| 3. | Issue Resolution/SLA success | Cases resolved vs Cases received | 98% |

* 1. The Contractor and the Company shall ensure both parties fully comply with all obligations detailed in Clause 28 of the Terms & Conditions.
  2. The Contract Manager and Company Representative shall meet on a monthly basis for the initial six months of the Contract. Following this, the Contractor and the Company shall meet once per year for a general service review.
  3. In year 2 of the Contract the Contractor will meet with the Company to carry out a detailed service review. The aim of this review will be to identify areas for improvement in terms of performance and costs effectiveness.