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| **Standard Contract Terms and Conditions**  **for the supply of Services** |  |

# Definitions AND INTERPRETATIONS

* 1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Agreement”: the document signed by both Parties agreeing to the terms of the Contract.

"Commencement Date": the date specified by the Council when the Services are to be first supplied as set out in the Invitation to Quote.

"Conditions": the terms and conditions of supply of the Services set out in this document together with any special terms and conditions agreed in writing by the Council.

“Contract”: the contract between the Council and You for the supply of the Services comprising the signed Agreement, these Conditions, the Invitation to Quote, Your Quote and any documentation referred to therein.

“Contract Manager”: the individual appointed by the Council to act in the name of the Council for the purposes of the Contract, as identified in Schedule 4 and notified to You from time to time.

“Contract Representative”: the individual nominated in writing by You from time to time to act in Your name for the purposes of the Contract as identified in Schedule 4.

“Contract Year” any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

“Council” Sprowston Town Council.

“Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Invitation to Quote” the Council’s document setting out its requirements, inviting quotes or bids and offering to purchase the Services in accordance with these Conditions.

“Key Materials” the LED lights as specified in clause 1.1 of Schedule 1 to this Agreement.

“Key Personnel” those personnel employed by You and identified in Schedule 4 for their respective roles in relation to the Contract.

“KPI” the key performance indicators listed in Schedule 1.

“Mandatory Policies” the Council’s policies listed in Schedule 2 and available on the Council’s website as updated from time to time.

“Necessary Consents” all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the supply of the Services.

“Parties”: means the parties to the Contract being the Council and You.

“Purchase Order” the Council’s Purchase Order for the supply of the Services which will be sent to You and includes the Purchase Order number to be quoted on Your invoice.

"Price": the price for the Services excluding Value Added Tax as set out in Your Quote.

"Quote": any Quote You have submitted to the Council for the supply of the Services.

"Services": the services set out in the Invitation to Quote.

“Service Failure” a service failure as set out in Schedule 1

“SLA” the service level agreement attached at Schedule 1.

"Term": subject to the ability to terminate the Contract early, the period from the Commencement Date until the date specified by the Council in the Invitation to Quote, during which You will supply the Services.

“You/Your/Yourself": the supplier who will supply the Services as set out in Your Quote.

* 1. Words in the singular shall include the plural and vice versa.
  2. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
  3. Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

# OFFER AND ACCEPTANCE

* 1. The Invitation to Quote constitutes and offer by the Council to purchase the Services in accordance with these Conditions.
  2. Your Quote shall be deemed to be accepted and the Contract shall come into existence on the signing of the Agreement by both Parties.

# COMMENCEMENT AND term

You will commence the supply of the Services on the Commencement Date and shall continue to supply the Services, unless terminated earlier in accordance with clause 9, until the date set out in the Invitation to Quote, when the Contract shall terminate automatically without notice.

# Applicable Conditions

* 1. These Conditions apply to all Contracts for the supply of Services by the Council from You, to the exclusion of any other terms or conditions which You may seek to apply under any sales or service offer or similar document. You waive any right You may have to rely on any term endorsed upon, delivered with or contained in any of Your documents that is inconsistent with these Conditions.
  2. Where the Services are stated in Schedule 1 to be subject to a specific KPI or the SLA, You will provide the Services in such a manner as will ensure that the target KPIs or the SLA are complied with.
  3. Where clause 4.2 applies, if You commit a Service Failure, the Council shall be entitled to either submit an invoice to You or make deductions from the Price corresponding to a Service Credit set out in Schedule 1.

# The Price and Payment

* 1. The Price will be in accordance with Your Tender or Quote exclusive of Value Added Tax. Any applicable Value Added Tax will be due at the rate ruling on the date of invoice. No extra charges shall be effective unless agreed in writing with the Council.
  2. You will submit an invoice, quoting the Purchase Order number, to the Council at monthly intervals for the Services supplied to the Council in the preceding month setting out such detail as the Council may reasonably require to enable the Council to verify the Services supplied during that period.
  3. The Council shall consider and verify the invoice in a timely fashion and pay You any sum due no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
  4. Where the Council fails to comply with clause 5.3, after a reasonable time has passed and dependent upon the circumstances or any concerns expressed at that time, the invoice shall be regarded as valid and undisputed for the purposes of clause 5.3.
  5. If the Council disputes any invoice:
     1. the Council will notify You in writing specifying the reasons for disputing the invoice;
     2. provision of the Services may be suspended at the Council’s discretion and payment of subsequent invoices will be suspended whilst the disputed invoice is investigated by the Council;
     3. You will provide all evidence as may be necessary to verify the disputed invoice;
     4. the Council will pay You all amounts not disputed as required by clause 5.3 above;
     5. the Parties shall negotiate in good faith to attempt to resolve the dispute promptly; and
     6. if the Parties have not resolved the disputed within 30 days of the Council giving You notice, the disputes shall be resolved in accordance with clause 27 (Disputes).
  6. The Council shall be entitled to set off against the Price (including any applicable Value Added Tax payable) amounts due from You, under this or any other contract.
  7. The Price is inclusive of all Your obligations under this Contract. Any increase in Price is to be agreed by the Council as set out in the Invitation to Quote.
  8. You may increase the Price on an annual basis with effect from each anniversary or the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. The first such increase shall take effect at the beginning of the second Contract Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Contract Year.
  9. Unless agreed in writing by the Council, the Council will not be liable for the cost of any work done or time spent, or expense incurred in excess of that provided for by this Contract.

# Services

* 1. You will carry out the Services described in the Contract in accordance with the Invitation to Quote. If there is any ambiguity or inconsistency in or between the documents comprising the Contract, the priority of the documents is in accordance with the following sequence: (i) the Invitation to Quote; (ii) these Conditions; (iii) Your Quote.
  2. In providing the Services, You shall at all times:
     1. fully comply with the terms of this Contract and the Council’s reasonable directions;
     2. comply with all applicable law and the Mandatory Policies;
     3. use reasonable skill and care in the performance of the Services and in accordance with generally recognised commercial practices and standards in the industry for similar services;
     4. ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design and, where applicable, are in accordance with all applicable British or European Standards and of satisfactory quality and fit for their intended purpose;
     5. obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Council);
     6. allocate sufficient resources to provide the Services in accordance with the terms of the Contract; and
     7. ensure that the Contract Representative and Key Personnel who are engaged in the provision of the Services attend such meeting as may be required.
  3. Unless terminated early in accordance with clause 9, You must carry out the Services, beginning on the Commencement Date, for the Term.

# Liquidated damages

7.1 If the Supplier fails to supply Key Materials that are essential for the performance of the services, the Supplier shall pay the sum of £1,000 per full calendar week as liquidated damages.

7.2 The Supplier shall pay these liquidated damages on demand.

7.3 The liquidated damages payable under this Clause 7shall accrue from the agreed date for supply and shall continue until the earlier of:

1. supply of the materials by the Supplier;
2. termination of this agreement by the Council;
3. expiry of this agreement; or
4. abandonment of this agreement by the parties.

This clause 7.3 is without prejudice to the right of Party 1 to claim general damages arising out of late supply of key materials.

# WAIVER

Failure by either Party to enforce at any time or for any period any one or more of the provisions of this Contract will not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the Parties to enforce any provision in accordance with its terms.

# ASSIGNMENT OR SUB-CONTRACTING

* 1. You must not assign, transfer, sub-contract, licence or otherwise dispose of any part of Your rights or obligations under this Contract without the Council's written consent. Sub-contracting is prohibited unless the written consent of the Council is first obtained. You will be responsible for the observance of all the provisions of the Contract by all sub-contractors and by manufacturers and suppliers of goods used in the execution of the Contract.
  2. If consent is given to sub-contracting, where You enter into a sub-contract, You shall include in that sub-contract:
  3. provisions having the same effect as clauses 5.2 to 5.4 above; and
  4. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards, provisions having the same effect as clauses 5.2 to 5.4 of this Contract.
  5. In clause 8.2, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

# TERMINATION

9.1 Without affecting any other right or remedy available to it, the Council may terminate this Contract at any time by giving You 3 months’ written notice.

9.2 The Council may by notice terminate this Contract immediately without compensation to You if:

* + 1. You, or any of Your partners, are declared bankrupt.
    2. You go into liquidation.
    3. You are in breach of any material obligation under this Contract provided that if the breach is capable of remedy, the Council may only terminate this Contract under this clause 9.1 if that breach is not remedied within 30 days of You receiving notice specifying the breach and requiring it to be remedied;
    4. You repeatedly breach any of the Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the Contract;
    5. You, or any person employed by You, or acting on Your behalf, has in relation to any Contract with the Council committed an offence under the Bribery Act 2010 or given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
  1. The Council may terminate this Contract in accordance with clause 21.
  2. The right of the Council to end the Contract is without prejudice to any other rights it possesses.

# CONSEQUENCES OF TERMINATION

1. The Council upon termination of the Contract will be entitled to employ and pay other persons to provide and complete the provisions of the Contract and to recover any monies paid in doing so from You.
2. Upon termination, unless an invoice is disputed by the Council in accordance with clause 5.5, the Council will pay You any outstanding sums for the Services provided to the satisfaction of the Council prior to written notice to terminate being given to You.
3. At any time before expiry or earlier determination of the Contract, where provision of the supply of Services is to transfer to another supplier, You will assist the Council in all respects with such transfer including, but not limited to, providing the Council with any information required to enable the Council to comply with its obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2006.
4. Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry shall remain in full force and effect.

# SUFFICIENCY OF INFORMATION

* 1. You will be deemed to have satisfied Yourself before submitting Your Quote as to the accuracy and sufficiency of the Price stated by You which will (except in so far as is otherwise provided in the Contract) cover all Your obligations under the Contract and will be deemed to have obtained for Yourself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect Your Quote.
  2. Ambiguities, inconsistencies or discrepancies between Contract documents
     1. You will inform the Council immediately You become aware of any ambiguities, inconsistencies or discrepancies between the Contract documents giving full details.
     2. Any ambiguities, inconsistencies or discrepancies found within the Contract documents will be resolved by the Council who will issue to You appropriate instructions or where necessary a variation notice in accordance with clause 16.

# COPYRIGHT

Copyright in the Contract documents will vest so far as it lawfully can in the Council, but You may obtain or make at Your own expense any further copies required for use by You in the supply of the Services.

# EXCLUSION OF RIGHTS AND THIRD PARTIES

No third Parties will acquire any rights under this Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

# CONTRACT MANAGEMENT

* 1. You will comply with the reasonable instructions of the Contract Manager.
  2. From time to time the Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods and will provide You with written notice of this.
  3. You must allow the Council's Section 151 Officer, or their nominated representative, access to such of Your records as they may reasonably require for audit purposes.
  4. The Contract Manager, Contract Representative and the Key Personnel shall meet in accordance with the details set out in Schedule 4 and You shall, at each meeting, present any contract monitoring information as reasonably requested by the Council including (if applicable) achieved KPIs against target KPIs and measures to be taken to remedy any deficiency.
  5. You will provide the Council with reports of the nature and frequency set out in Schedule 4.

# YOUR PERSONNEL

* 1. You will employ a Contract Representative and sufficient managers and appropriate personnel to ensure that the Services are provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).
  2. You must ensure so far as it is possible that all persons employed by You in carrying out the Contract are sufficiently competent, skilful and properly trained, efficient, sober and honest and that such persons are properly and sufficiently instructed and supervised.
  3. You shall obtain the results of suitable employment checks where the performance of the Contract may involve contact with children or vulnerable adults and take appropriate action.
  4. If on the Commencement Date, staff transfer to You and those staff were once employed by the Council, You must ensure that You comply with all applicable legislative obligations in relation to Local Authority pensions.

# VARIATIONS

* 1. The Contract Manager may, at any time, by written notice, request You to make any reasonable alteration to the Contract (a ‘Variation’). In the event of a Variation being required, the Council will instruct You to state in writing Your ability to meet the requirements of the Variation and the effect the Variation will have on the Price. You will respond within fourteen (14) days from receipt of the relevant Contract Manager’s instructions, or such other period as may be agreed.
  2. The Contract may be amended by agreement between the Parties but no amendment to the Contract will be binding unless it is recorded in writing and signed by a duly authorised representative of each Party.

# CONFIDENTIALITY

* 1. You will not at any time during the Term or for a period of two years after expiry, without written consent of the Council, make use of for Your own purposes or disclose to any person (except as may be required by law), the Contract documents or any information contained therein or in any material provided to You by the Council pursuant to the Contract or prepared by You pursuant to the Contract, all of which information will be deemed to be confidential.
  2. For the purposes of clause 17.1, the Parties agree that information is not confidential if:
     1. it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or
     2. the information came from a source not connected with the Contract and that source is not under any obligation of confidence in respect of the information; or
     3. the information was known to You before the date of the Contract, and You were not under any obligation of confidence in respect of the information; or
     4. a party is required by law to disclose it; or
     5. the Parties agree in writing that it is not confidential.

# HEALTH AND SAFETY

* 1. You will at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of the supply of copies of Your risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.
  2. You will, so far as the same may impact on the Council, adopt safe methods of work in order to protect the health and safety of Your own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).

# EQUAL OPPORTUNITIES

You will not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing You will not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

# AGENCY

* 1. You must not in any circumstances hold Yourself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
  2. You must not in any circumstances hold Yourself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
  3. You will not in any circumstances hold Yourself out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

# PREVENTION OF FRAUD AND CORRUPTION

* 1. You will not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
  2. You will take all reasonable steps, in accordance with good industry practice, to prevent fraud by Your staff, shareholders, members and directors in connection with the Contract and shall notify the Council immediately if You have reason to suspect that any fraud has occurred or is occurring or is likely to occur.
  3. If the You, your staff, shareholders, members or directors engage in conduct prohibited by clause 21.1 or commit fraud in relation to the Contract or any other contract with the Council, the Council may:
     1. terminate the Contract and recover from You the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract; or
     2. recover in full from You any other loss sustained by the Council in consequence of any breach of this clause 21.

# INDEMNITY AND INSURANCE

* 1. You will be liable for and will fully indemnify the Council, their officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise directly or indirectly out of or in the course of or in connection with any provision of the Contract and any Law, regulation, code of practice or regulatory requirement (whether of the United Kingdom or elsewhere) which is applicable to the Contract or from any negligence, negligent act, negligent omission, default or breach of duty on Your part or the breach by You of any provision of the Contract. For the avoidance of doubt:
     1. Your liability to indemnify the Council pursuant to this Condition on account of loss of or damage to any property of any nature whatsoever includes a liability to reimburse to the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property.
     2. Your liability and indemnity arising under this Condition will be without prejudice to any other right or remedy available to the Council.
  2. You must take out and maintain such insurance with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of Your obligations under the Contract and against all actions, claims, demands, costs, charges and expenses in respect thereof. This includes Public/Third Party Liability and Professional Indemnity Insurance and any other insurances as required by the Council and notified to You. All such insurances shall provide sufficient cover for all Your liabilities under the Contract in respect of any single claim or series of claims made in respect of any incident.
  3. You will supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this clause 22.
  4. If You consist of more than one person or body, Your obligations will be joint and several.

# INTELLECTUAL PROPERTY

* 1. You warrant that the Services will not infringe any patent, registered design trademark or copyright or other protected right and will fully indemnify the Council against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.
  2. All intellectual property introduced in connection with this Contract will remain the property of the introducing party. Unless otherwise agreed in writing, any intellectual property created pursuant to this Contract will vest in the Council.

# LEGAL PROCEEDINGS

Immediately upon becoming aware of the same, You must notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract and where requested to do so by the Council will assist the Council with any legal proceedings or internal hearings giving evidence or providing documentation as necessary.

# WHOLE CONTRACT

Subject to any specific clause in this Contract incorporating or referencing any other document, the Contract constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the Parties with respect thereto.

# NOTICES

* 1. Any demand, notice or other communication required to be given to a Party in connection with the Contract shall be in writing and will be sufficiently served if delivered by hand or sent by prepaid first-class post to the address of the Parties set out in the Agreement.
  2. Any demand, notice or other communication shall be deemed to have been received (i) if delivered by hand, at the time the demand, notice or other communication is left at the proper address, or (ii) if sent by prepaid first class post on the second business day after the date of posting.

# DISPUTES

* 1. With the exception of disputed invoices which shall initially be dealt with in accordance with clause 5.5, any disputes arising which cannot be resolved at an operational level within 14 days of written notification will be escalated to a senior manager in each Party who will attempt to resolve the dispute in good faith or if unable to be resolved within 2 months following escalation may be referred by either party to mediation.
  2. If the Parties agree that there will be some benefit, the dispute may be referred to more senior representatives of each Party who will attempt to resolve the dispute in good faith prior to escalation to mediation.
  3. Where a matter is referred to mediation it will be referred to two mediators, one to be appointed by the Council and one to be appointed by You.

# FORCE MAJEURE

* 1. Neither Party will be liable in respect of any breach of the Contract due to any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, Act of God, flood, lightning or fire; industrial action or lockouts (other than a strike or lockout induced by the Party so affected); government instruction issued in a pandemic; the act or omission of Government, highway authorities or other competent authority; war, military operations or riot.
  2. A Party affected by a Force Majeure Event will inform the other Party as soon as practicably possible of the circumstances involved and the likely timeframe for resolution. Should the Force Majeure Event not be resolved within thirty (30) days of notification, the other Party will be entitled to terminate the Contract by notice in writing.

# SEVERABILITY

If any provision or part-provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision or part-provision will be severed, and the remaining provisions will continue in full force and effect. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

# FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION

* 1. You acknowledge that the Council is subject to the powers of the Local Government Ombudsman and has obligations under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004. You shall assist and cooperate with the Council free of charge to enable the Council to comply with these information disclosure requirements as necessary (including but not limited to providing requested documentation and making staff available to be interviewed) to allow the Council to meet its legal obligations.

30.2 You acknowledge that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the FOIA, be obliged to disclose information:

(i) without consulting with You, or

(ii) following consultation with You and having taken Your views into account.

# SUSTAINABILITY

In the performance of the Contract, You will take into account the Council’s responsibilities to minimise any adverse environmental impact generated by its direct or indirect activity, including sustainability, equality, diversity and other social implications.

# ORGANISATIONAL CHANGE

The Parties acknowledge that during the Term the Council may be subject to administrative changes and the need may arise to terminate this Contract and/or seek its novation or potential variation with any successor or assign of the Council. In these circumstances the Council will give three months’ notice to You. This is in addition to the rights set out in clause 9 and the Council shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of reorganisation.

# BUSINESS CONTINUITY

You will maintain in place throughout the Term business continuity arrangements and will review those arrangements at appropriate intervals and if necessary, update them, so as to ensure as far as reasonably practicable that in the event of unexpected circumstances, either within or external to Your organisation, supply of the Services to the Council is subject to a minimum of disruption.

# DATA PROTECTION

1. **36**
   1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 34.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
   2. Both Parties will be a data controller for the purposes of the Data Protection Legislation. ENGLISH LAW

This Contract will be governed by the Law of England and subject to the exclusive jurisdiction of the English Courts.

**Schedule 1**

**Service Level Agreement (specification as set out in the ITT)**

**Part 1.**

**Conversion of the Authority’s existing non-LED streetlights to LED lights**

**Requirements of the Contract, for Part 1:**

1.1 Supply, install and commission reliable, high efficiency replacement LED lights (“LEDs”) for approximately 700 non-LED lights. Replacement lights must be of a specification suitable for footway lighting, as per the Highways Act 1980 and comply with all applicable UK regulations and guidelines. Replacement LEDs should have at least the following characteristics:

1.1.1 Minimal blue-light content.

1.1.2 Minimal perceptible flicker.

1.1.3 The appropriate socket for any CMS node required by your CMS, as proposed in Part 2.

1.1.4 The ability to support the requirements, functionality and goals set out in Part 2.

1.2 With reference to the requirements in Part 2, 2.2; if necessary, draft and implement a plan to relocate and re-use as many of the Authority’s existing LED lights as possible.

1.3 Obtain and/or provide all legally required installation safety certification prior to commissioning of the new LEDs and any relocated existing LEDs.

1.4 As may be required; provide all information necessary to register the new LED lights with the DNO and any other applicable body.

1.5 Provide to our unmetered energy supplier precise energy consumption data and any other information that may be required in order to obtain accurate billing for the entirely of the Authority’s lighting stock (new and existing LEDs)

1.6 Removal and disposal of all replaced lights and associated materials

1.7 As a minimum; conduct a visual survey of all columns and lights to determine any defects or local conditions that may prevent or impact conversion to LED.

1.8 Conduct an inventory of the Authority’s existing lights to determine the precise number of non-LED lights and existing LED lights, immediately prior to commencement of the conversion programme (due to ongoing fault replacements, the quantity of LEDs is constantly changing).

1.9 Lights shall have an option to retrofit shields/shades, which shall reduce unwanted spill. The colour of the shields shall match the body of the light.

1.10 Up to 12 calendar months after completion of this Part 1; any LED light found to exhibit light spill or pose any other nuisance to residents is to have a shade or other suitable remedial measure applied at no extra cost to the Council.

1.11 Weekly project progress meetings to be held during the period of installation and commissioning.

1.12 The Council reserves its right to claim Service Credits reasonably proportionate to any loss incurred resulting from failure (“Service Failure”) to meet the SLA/KPI as set out above.

**Part 2.**

**Supply and installation of a Central Management System for the Authority’s entire lighting stock (including the newly converted LEDs and any pre-existing LEDs)**

**Requirements of the Contract, for Part 2:**

2.1 Supply, install and commission a Central Management System (CMS) for the Authority’s entire lighting stock, to provide at least the following functionality:

2.1.1 Each light to self-report faults to a central management system.

2.1.2 Full remote monitoring and reporting of lights (in real-time, or near real-time).

2.1.3 Full remote control and adjustment of each light’s attributes, including but not limited to:

* Lighting times.
* Dimming profile (if any).
* Lumen level/power consumption.
* The ability to exercise this control and make the required adjustments to individual lights, groups of lights, and all lights, after installation.
* The ability to exercise this control, and make adjustments remotely, without the need to physically attend each light.
* The ability to exercise this control, and make adjustments, as often as desired by the Authority.

2.2 Integrate the Authority’s existing LEDs into the new CMS. This will need to be planned hand-in-hand with delivery of Part 1. Should integration not be possible; work with the Authority to draft and implement a plan to relocate and re-use as many of the existing LED lights as possible.

2.3 The CMS must be capable of, in future, integrating an unknown quantity and specification of new streetlights (provided by housing developers) on new build estates in Sprowston, at minimal cost to the Authority.

2.4 The Authority wishes to avoid ‘supplier-lock-in’. Therefore, the CMS must be ‘portable’ to another contractor so that, if need be, at the end of the management and maintenance contract period the CMS can be taken over by a 3rd party.

2.5 To advise and work with the Authority to design lighting and dimming profiles for ALL of the Authority’s lights, including bespoke profiles for any specific roads or areas for which the Authority may desire different lighting and dimming solutions. To implement these profiles on the first night of operation.

2.6 To re-number and label ALL streetlight columns (new and old lights) and prepare a full asset register for the Authority.

2.7 To apply for any planning permissions that maybe required.

2.8 Your bid must list and specify all equipment, items, assets and software (if applicable) to be supplied to the Authority as part of the Central Management System and the LED conversion programme.

2.9 The Council reserves its right to claim Service Credits reasonably proportionate to any loss incurred resulting from failure (“Service Failure”) to meet the SLA/KPI as set out above.

**Part 3.**

**Annual management and maintenance of Sprowston Town Council’s streetlights (including the newly converted LEDs and any pre-existing LEDs – as per part 1) and the new Central Management System (as per part 2).**

**Requirements of the Contract, for Part 3:**

3.1 Take over maintenance of our existing lighting stock whilst the replacement programme is under way.

3.2 Monitor the CMS for fault notifications on a (at minimum) daily basis and action repairs within a maximum of 10 working days (preferably fewer).

3.3 Provide a contact number, email address and ideally a web-based option for members of the public to report light faults to you. To monitor these reporting channels at least daily and act on reports accordingly. Display these contact detail on column labels, as per Part 2, 2.5.

3.4 At any point during the contract; make any changes to lighting times and dimming profiles for individual lights or groups of lights as may be required by the Authority, at no extra cost.

3.5 Regular reports on contract performance (minimum monthly reporting).

3.6 Provide all routine maintenance at no further cost to the Authority. As a minimum this should include at least the following:

3.6.1 All reasonable labour costs, including non-emergency call outs.

3.6.2 Replacement of all components under guarantee.

3.6.3 Replacement of capacitors, fuses, ballast/chokes/drivers, wiring, lamp holders, ignitors, photocells and non-LED lamps, whether under guarantee or not.

3.6.4 Management of any legal requirements for highway working or traffic management.

3.6.5 Annual clean of all lamps.

3.6.6 Annual condition inspection of all lamps and columns.

3.6.7 Coordination of mains supply connection for new lighting.

3.6.8 Maintenance of a lighting asset inventory and sufficiently regular communication with our unmetered energy supplier to ensure precise energy consumption data is provided to them, so that the Authority may benefit from the cost savings arising from reduced energy use and accurate billing.

3.7 A rolling programme of electrical testing and record keeping, to satisfy safety legislation.

3.8 The ability to attend and make safe damaged and/or dangerous columns within 24 hours from report.

3.9 The Council reserves its right to claim Service Credits reasonably proportionate to any loss incurred resulting from failure (“Service Failure”) to meet the SLA/KPI as set out above.

**Schedule 2**

**The Mandatory Policies are:**

(Not applicable to this Agreement)

**Schedule 3**

**Data Processing**

(Not applicable to this Agreement)

**Schedule 4**

**Contract Management**

**AUTHORISED REPRESENTATIVES**

**The initial Contract Manager** (for the Council)

Mr Guy Ranaweera

Town Clerk

Sprowston Town Council

Council Office

Recreation Ground Road

Sprowston

NR7 8EW

T: 01603 408063

E. [TownClerk@sprowston-tc.gov.uk](mailto:GuyRanaweera@sprowston-tc.gov.uk)

**The initial Contract Representative** (for the Supplier)

[ ]

**Meetings**

The parties shall meet nine months from the commencement date, and then annually on that date (or the nearest working day) thereafter, to discuss:

* Any proposed price increase to the Agreement.
* KPI’s and the Service Level Agreement as specified in the Invitation To Tender.
* Any other matter agreed between the parties.