

**National Highways Limited**

**Call Off Contract Specification**

in relation to goods for

National Highways Work Equipment & Consumables Contract 2024\_28

1 June 2024 to 31 May 2028

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# Identified & defined terms and reference documents.

* 1. In this Specification, definitions shall have the meanings as defined in the Crown Commercial Services RM6202 Tail Spend Solution Framework RM6202, and these are supplemented by the Defined Terms as set out within Specification [**Annex 01**](#_Annex_01_–)**.**
	2. References to documents within this Specification can be found in Specification [**Annex 02**](#_Annex_02_–).

# Scope of the Call Off Contract

* 1. The Buyer is National Highways, a government company charged with operating, maintaining and improving England’s motorways and major A roads. The Buyer delivers public facing duties via our Operations Directorate directly on the SRN and indirectly on any part of National Highways assets. In order to provide these services an array of deliverables not limited to both goods and services are required to be procured to safeguard both employees and members of the public.
	2. The Buyer employs circa 5,500 staff, employed in a variety of roles and located in operating centres across the England. Of this number circa 2,200 employees could potentially call on the catalogue of goods referenced in this Specification.
	3. The Buyer’s staff are located in offices, outstations, and depots situated across England (as detailed in **Annex 06**).
	4. The Supplier is that identified to deliver the Call-Off Contract (Contract) and includes the Suppliers Subcontractor and Vendor who provides the Buyer with Deliverables under this Contract.
	5. This Specification document and associated [Annexes](#_Table_of_Annexes) sets out the Buyer’s requirements and is supplemented by the Suppliers requirements as specified within the Crown Commercial Services RM6202 Tail Spend Solution Framework Schedule 5 Specification and associated Schedules.
	6. This Contract is intended to support the Buyer (as an employer) to fulfil its legal obligations under the Health and Safety at Work Act 1974 (HASAWA), by providing employees with suitable safety equipment that support a continuous safe system of working (i.e., operating procedures).
	7. This Contract is not exclusive to Operations and does not carry a minimum or maximum order value nor any guarantee of orders to be placed.
	8. Whilst it is expected that many of the Buyer’s Deliverables are to be ordered from this contract, the Buyer reserves the right to make use of other contracts available to it.
	9. The Supplier shall provide the Buyer with the final Implementation Plan ten (10) working days after the Contract Date.
	10. The Supplier shall:
* Ensure the supply and continuous supply of Goods to front line operations.
* Provide the Buyer with additional services, such as maintenance, calibration and repairing of designated items of work equipment,
* Provide the Buyer with a cyber-essentials accredited ordering portal.
* Programme the of delivery of goods in a manner that minimises the impact on the Buyer.
* Supports the Buyer’s commitment to the reduction of carbon emissions by aiming to reduce deliveries between Supplier locations and the Buyer locations.
	1. Several requirements listed by the Buyer within this specification have been highlighted as ‘if required’ and this is to provide a degree of flexibility both during the mobilisation and operative period of contract to determine best approach to be agreed between the Buyer and Supplier.

# Digital Requirements

## Online Ordering System

* 1. The Supplier shall provide an online ordering system fully functional and operational as per the Implementation Plan and agreed with the Buyer.
	2. The functionality shall include but not be limited to the Buyer’s requirements which are as follows:
* An e-catalogue of all goods containing the visual images of each item, specification details and item performance characteristics (where applicable).
* Group items of Goods to specific user groups and/or individuals as required by the Buyer’s role profiles.
* Provide a single individual user, a super user and specific operational department accounts as required by the Buyer.
* Set limits and/or restrictions (i.e. number of items, specific items and user spend allocation) and the allocation of items available to specific individuals or groups of individuals as required by the Buyer.
* Add new or remove obsolete items as requested by the Buyer.
* The ability to place orders on a 24/7 – 365-day basis.
* The ability to contact the Supplier to request the collection of items to be returned from any location**.**
* The ability to track orders.
* The ability for the Buyers single sign on requirements or provide individual accounts that require the protection of a secure password to be implemented.
* Provides functionality for online help for users.
* Provides customer service helpdesk during working hours.

## Online electronic ordering system - Orders

* 1. The Suppliers online ordering system should include the following details:
* The individual who placed the order
* The date the order was placed.
* The status of the order, i.e., ordered, pending, awaiting stock, returned, shipped, delivered and invoiced.
* The total value of the order placed.
* The actual date when delivery was made.
* Details of whom signed for the order on delivery.
* The final delivery location.

## Online Electronic Ordering System - Testing and Acceptance

* 1. The Supplier shall test the online ordering system to ensure system is fully functional prior to the Go Live Date as per the Implementation Plan.

## Single Sign on Requirements (if required)

* 1. The Supplier’s online ordering portal supports role-based access control, with password creation, allocation and management to be agreed between the Supplier and Buyer (refer to **Annex 02** Design Guidance – identity access management).
	2. Role profiles are determined by the Buyer during the Implementation Period,
	3. The solution has an automated admin support for password lookup/reset/prompt,
	4. The Buyer requires Single Sign-On (SSO) via Active Directory / AD Azure / AD Federated Services.
* <https://learn.microsoft.com/en-gb/azure/active-directory/manage-apps/what-is-single-sign-on>,
	1. The starters / movers/leavers process and the ID / Authentication method meets the Buyer’s security requirements **(**refer to **Annex 02),**
	2. The Supplier controls and secures each user’s access to the functions they are required to as determined by the Buyer to use through the use of authentication and authorisation services based on an appropriate, industry standards-based directory system and
	3. In providing the access control service the Supplier shall
* enable a ‘single sign-on’ access to the system and role-based access control via SAML 2.0 authentication requests and responses that Azure Active Directory (Azure AD) supports for Single Sign-On,
* records, logs and report key events,
* reviews the current and future provision of user profiles and categories and recommend improvement actions,
* manages and monitor the use and control of privileges,
* enables the users to request, provision, manage and revoke privileged user and system accounts and the associated credentials,
* manages user’s accounts such that they have only the privileges necessary to perform their function and
* provide users with the ability to add, delete or change user accounts in accordance with service requests.
	1. The Supplier includes the deployment of SSO in the Implementation Plan.
	2. The Supplier arranges through liaison with the Buyer’s Digital Services leads to test and deploy prior to the Go Live Date.
* <https://learn.microsoft.com/en-gb/azure/active-directory/manage-apps/plan-sso-deployment>.

## User Profiles and ordering

* 1. The Supplier’s online ordering platform shall support user profile-based access control, with password creation, allocation and management to be agreed between parties.
	2. Role profiles shall be determined by the Buyer’s contract manager during the Implementation Period.
	3. The Supplier shall control and secure each user’s access to the functions they are required to use through the use of authentication and authorisation services.

## Online electronic ordering system - Operation and Maintenance

* 1. In the provision, operation and maintenance of the online electronic ordering system the Supplier shall ensure:
* All data is held securely and complies with the requirements in Specification **Annex 03** (Data Protection).

## Supplier Information Systems & Security

**General**

* 1. To the extent that the Supplier is required to create or maintain any information under the Contract in electronic format, the Supplier shall ensure that, at all times.
* such a format is agreed with the Buyer,
* such information is maintained to allow fast and efficient electronic transfer of information to the Buyer.
	+ without additional costs to the Buyer,
	+ the need for complex, expensive procedures or processes, and
	+ in any event in such format as complies with the Buyer’s requirements for such transfer,
* such information is backed‑up, and copies are held in off‑site storage in accordance with procedures agreed with the Buyer and it implements and complies with (and ensures that its subcontractors implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.
	1. The Supplier maintains all its Information Systems so as to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the Supplier and transfer to the Buyer or an incoming supplier, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
	2. The Supplier complies with the information management system (IMS), a platform outlining additional information for the processes of data and information requirements, which is available at <https://highwaysengland.co.uk/ims>.

**Supplier Information System**

* 1. The Supplier shall provide, two (2) calendar months prior to the Go Live Date
* proof of compliance with the His Majesty’s Government (HMG) Security Policy Framework (SPF) (see link in **Annex 02**) in respect of those Information Systems.

## Software and Licenses

* 1. The Supplier grants, or procures the grant of, licences required to enable the Buyer to use the Information Systems developed, procured or otherwise provided by the Supplier to the Buyer.

## Information Security

Security Plan

* 1. The Supplier prepares a robust information security plan complying with the Buyer’s information security requirements and submits it to the Buyer for acceptance. The Supplier includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which
* ensure compliance with the Data Protection Legislation,
* protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
* ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
* protect IT systems from viruses and similar threats,
* provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and
* provide for the vetting of its employees and subcontractors’ staff in accordance with the Buyer’s staff vetting procedures.
	1. The Supplier does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the service. The Supplier implements measures to prevent the disclosure of such information by its employees or subcontractors.
	2. The Buyer’s security policy is set out in the IMS (refer to **Annex 02**).
	3. On expiry of the Contract, termination or if requested by the Buyer, the Supplier shall provide the Buyer all Personal Data held by them in a format specified by the Buyer (or any subcontractor at any stage of remoteness from the Buyer and Sub-Processor) and destroys and procures any subcontractor (at any stage of remoteness from the Buyer) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
	4. Where the Supplier obtains or collects Personal Data on behalf of the Buyer, the Supplier
* provides to Data Subjects a data protection notice in a form accepted by the Buyer informing the Data Subject of the identity of the Buyer, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
* where applicable, obtains all necessary consents for the processing of Personal Data.

Data handling Requirements

* 1. The Supplier complies with the Buyer’s data handling policy (refer to **Annex 02**) when working on the Buyer’s systems or handling the Buyer’s data.
	2. Prior to processing personal data on behalf of the Buyer, the Supplier submits a security plan to the Buyer for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002.
	3. A system on which the Supplier holds any Buyer’s data, including back-up data, is a secure system that complies with the security policy.

# Service Level Agreements

* 1. The Supplier ensures that the Goods or services required by the Buyer shall meet or exceed the service level performance metrics for each service level.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Level | Service Level Performance Criterion  | Key Indicator  | Service Level Performance Measure  | Service Requirement |
| 1 | Delivery of Orders within 5 working days from time of notification via the online ordering system or time of receipt of paper order.  | Timescales   | 0 -100% | 95%  |
| 2 | All Deliveries to be received during Monday - Friday working week and between the hours of 9:00am and 18:00pm. | Timescales | 0 -100% | 95% |
| 3 | If requested by the Buyer for same day pick, despatch and delivery service (i.e. within 1 working day of receipt of order)  | Timescales   | 0 -100% | 95%  |
| 4 | Management of availability of goods to maintain minimum order levels. | Timescales  | 0 -100% | 95%  |
| 5 | Provision of proof of Delivery (POD, when requested)) at the Buyer’s premises within 1 working day of delivery.  | Timescales   | 0 -100% | 95%  |
| 6 | Regarding goods returns at regional stores, agreeing collection either at the time of the next delivery or within 5 working days of receipt of the request, whichever is the earliest.  | Timescales   | 0 -100% | 95%  |
| 7 | Availability of e-ordering platform and asystem up time at above ninety-nine (99%) availability. | Timescales  | 0 -100% | 99%  |
| 8 | Accurate and timely invoicing submitted to The Buyer by working day 2 of each month.  | Accuracy/timeliness  | 0 -100% | 95%  |
| 9 | Monthly Management Information (MI) reports submitted to The Buyer by working day 2. | Timescales   | 0 -100% | 95%  |

# Deliverables

## Goods

* 1. The Buyer has identified several products that have been previously trialled, and therefore by definition have been pre-approved by the Buyer or operational use. These products are therefore required (i.e. no substitutes) or can only be obtained from a specific supplier. These products have been identified and are contained within **Annex 04.**
	2. All Goods required by the Buyer shall meet the minimum design, standards and specifications as provided within Specification **Annexes 04 and 05 (a, b & c)**.
	3. Forecasted annual volumes required for each product are provided within **Annex 04 however these may be subject to change throughout the Contract period.**
	4. The Buyer shall call off items from the Supplier who, in return, delivers these to the Buyers’s delivery locations in Specified within **Annex 06**. – Buyers Delivery Locations.
	5. The Supplier shall ensure that all the goods supplied to the Buyer is supported by relevant information to evidence the specification applicable to them i.e., relevant British Standard (abbreviated BS denotes Britain's National Standards which are controlled by the British Standards Institute (BSI)) or European Standards (abbreviated EN, EN denotes a Standard which is adopted by the European community and is controlled by the European Committee for Standardisation (CEN).
	6. All goods requiring the addition of the Buyer’s corporate branding and/or any other branding legend stipulated by the Buyer during the life of the contract, will comply with the requirements as set out by the Buyer.

## Product specification amendment

* 1. Where an addition or change to any of the goods listed in **Annex 04** is required by the Buyer or a change is proposed by the Supplier this will be agreed via consultation with the Buyer and the Supplier.

# Buyers Requirements

* 1. The Buyer’s requires a range of Deliverables to ensure the supply of Goods to front line operations, such as
* Marking of goods
* Tests and inspections (if required)
* Towing equipment
* Cyclical replacement of items
* Loadcell calibrations (if required)
* New Traffic Officer vehicle kit
* [Redacted under FOIA Section 43(2) Commercial Interests]
* Inspectors’ equipment for recalibration (if required).

## Buyer’s goods (if required)

* 1. The Buyer has approximately 70 Loadcells that if requested shall be transferred to the Supplier by the go-live date. The Supplier shall provide secure storage facilities to store the Buyer’s stock of business-critical equipment.
	2. The Supplier shall hold these Loadcells, or any other number as determined suitable by the Buyer and on behalf of the Buyer. Refer to section 6.21 of this specification for further details.
	3. The Supplier shall provide a vesting certificate for the Buyer for all loadcells held on behalf of the Buyer ten (10) working days after receipt of items.
	4. The Supplierensures that items under the ownership of the Buyer is held in*:*
* a clear and tamper-proof marking system is always in place,
* the goods are stored in a dedicated area,
* the goods within the area are clearly marked as to identify the goods as the Buyer’s stock,
* the marking includes the labelling of racking, storage baskets, boxes, and any other storage solution in which the goods are placed,
* the goods are marked upon processing into storage.

## Tests and Inspections (if required)

* 1. The Buyer currently has a range of products that require ongoing cyclic maintenance to ensure that each item performs to its required functions when deployed and used by the Buyer’s operatives. A full list of products that require ongoing cyclic maintenance is provided in Annex 09.
	2. For each maintenance activity specified, the Supplier will be required to
* Arrange for collection (of items) from Buyer’s premises (where specified)
* Provide replacement items (where specified) by the Buyer.
* Arrange for maintenance activity (of items) to be undertaken (from the appropriate manufacturer)
* Arrange for return (of items) to point of origin.
* Arrange for the collection of replacement items (where specified) by the Buyer.
	1. The Supplier ensures that the test and inspection activities relating to towing equipment and any other specialised equipment (refer to Annex 09) include (but are not limited to) the following:
* Objective, procedure and standards to be used.
* When they are to be done.
* Who carries out the tests, and who is in attendance.
* Testing and inspections method.
* The facilities required and who provides these.
* Access arrangements.
* Information or instructions that need to be provided.
	1. The Supplier is responsible for the management of tests, inspections and provision of samples as applicable for all goods supplied under this contract.

## Towing Equipment (If required)

* 1. Towing equipment which includes tow ropes and shackles are used by Traffic Officers for the removal of broken down or stricken vehicles off the strategic road network (SRN) to a place a safety. This activity takes places across the whole of the SRN. Refer to **Annex 09** for further details of numbers held by each Region.
	2. If requested, The Supplier shall provide towing equipment to the Buyer that is either,
* New
* or where the item has been previously inspected and where authorised meets the necessary standards
* or has been repaired and meets the necessary standards.
	1. The Buyer’s towing equipment is currently inspected every 6 months (usually January & July) and the Supplier shall manage and maintain a 6-month programme to inspect and return or replace the items of towing equipment as specified below.
	2. Any repairs identified as needed are to be discussed with the Buyer and decided on a case-by-case basis.
	3. The timescales are to be agreed with the Buyer and are delivered to the Buyer’s regional operational centres. These items are:
* Single leg straps (EN 1492 – 1: 2000)
* Tow leg straps (EN 1492 – 1: 2000)
* Round slings (EN 1492 – 2:2000)
* Shackle 3.25 tonne Shackles (US FED SPEC RR-C-271) safety factor 4 – 1 (MBL 13 tonne).
* Shackles are not inspected but are to be replaced every 6 months.
	1. Towing equipment is required to be maintained, inspected and / or replaced by them on a bi-annual basis.
	2. Each unit to be supplied with unique identification numbers showing towing capacity and labels colour coded to show month of operation.
	3. Following the supply of replacement towing equipment to the regional operational centres, the Supplier shall collect the old towing equipment from each regional operational centre at an agreed timescale with the Buyer.

## Load cell (recalibration) (if required)

* 1. Load cells (Tow Cells) are used by Traffic Officers in conjunction to towing equipment that measures the load of vehicles pulled to ensure they are safe to remove from the strategic road network. This activity takes places across the whole of the SRN, refer to **Annex 09** for further details and numbers held by each Region.
	2. Loadcells are a single sourced product and are defined in both **Annex 04 and 05a** Technical specifications.
	3. The Supplier shall provide a cyclical load cell recalibration service upon receipt of an order from the Buyer to commence the annual recalibration programme.
	4. The Supplier shall manage the recalibration service one region at a time and will use the Buyer’s owned stock of approx. 70 spare units for recalibration purposes.
	5. The Buyer agrees the timescale for the annual recalibration programme with the Supplier within 3 (three) calendar months of the Go Live Date.
	6. The Supplier ensures that all load cells supplied to the Buyer have been recalibrated via the load cell manufacturer’s recalibration services as agreed with the Buyer. Each load cell will be marked with a recalibration due date following recalibration at the load cell manufacturer’s premises.
	7. Any repairs identified as needed are to be discussed with the Buyer and decided on a case-by-case basis.
	8. The load cells are Bluetooth (as shown in **Annex 05a**) with 100 metres range, high quality aircraft grade aluminium, internal components with IP67/NEMA 6 waterproof environmental protection. Capacity of 25kN.
	9. At a time agreed with the Buyer, the Supplier will deliver a fully recalibrated load cell per Traffic Officer Vehicle to each of the Buyer’s regional operational centres in a cyclical programme, one region at a time.
	10. After the delivery of newly recalibrated load cells to the regional operational centres, the Buyer will pack in batches, all load cells past their recalibration due date, and despatch to the load cell manufacturer’s premises for recalibration services.
	11. Once the Buyer has been notified by the Supplier that the recalibration has been completed, the Supplier redistributes the recalibrated items, and re-calibration failures and any new items ordered by the Buyer to replace recalibration failures in accordance with the agreed programme.

## Road Spillage Absorbent Product

* 1. National Highways uses a super absorbent organic compound that is used to clean up a variety of liquids not limited to diesel, oil and liquid spillages from the carriageway. It is a single sourced product as defined in **Annex 04 and Annex 05b** Technical specifications.
	2. The Supplier shall provide this product that can be ordered directly from the pre-approved supplier/vendor that meets the following specification upon receipt of an order from the Buyer:
* Product to meet specification to cover bulk spreadable products (Type II as defined in BS 7959:2004 Pt 1) for absorbing Diesel (EN 590 Automotive fuels – Diesel – requirements and tests).
* The pre-packed bags shall not exceed a 10 Litre capacity and not exceed 50cm x 25 cm in size.

## **New Traffic Officer Vehicle Kit**

* 1. The Buyer has a fleet of approximately 356 vehicles, and this can increase or decrease. For each new vehicle purchased and added to the fleet, each vehicle is required to be fully converted (by a third party already appointed by the Buyer) and kitted with a range of equipment prior to deployment. The Traffic Officer Vehicle Kit are standard items of equipment that is required for each new vehicle purchased by the Buyer, which are used by Traffic Officers when undertaking their daily duties. These vehicle kits are required to be assembled as a complete unit and delivered as one consignment per vehicle.
	2. The items required to complete the New Traffic Officer Vehicle Kit are as per **Annex 07a.**
	3. The Supplier shall provide a complete kit per vehicle as required by the Buyer, to the premises (refer to **Annex 06**) and to a national programme as required.
	4. On a per vehicle basis, the Supplier shall consolidate, pick, pack and wrap items comprising the Traffic Officer vehicle kit list onto a single pallet for delivery to receiving regional location as advised by the Buyer.
	5. Items that comprise the Traffic Officer Vehicle kit are included and identified in **Annex 07a**. The list of goods and technical specification descriptions for the Traffic Officer Vehicle kit in Specification **Annex 04** specifically sets out the equipment needed with a Traffic Officer vehicle.
	6. On receipt of delivery, each Vehicle kit received to the required buyer’s location will have items of equipment transferred into the new Traffic Officer Vehicle by the buyer’s operatives.

## Inspectors’ equipment for annual recalibration service (if required)

* 1. National Highways Inspectors carry out a range of maintenance and testing activities and require a varied selection of technical Goods to undertake specific duties on a sporadic basis.
	2. The Supplier shall provide an annual (unless otherwise stated) recalibration service for:
* [Redacted under FOIA Section 43(2) Commercial Interests] Gas detector (6-month recalibration cycle)
* Cat & Genny’s
* Cygnus Probes
* Laser Level, Tripod & Staff
* Laser Measure handheld
* Non-contact Infrared Digital Thermometer (24-month recalibration cycle)
* Fluke Meter
* Cover Meter
* Bat Detectors (all types in operation)
	1. The Buyer shall agree a programme for the annual recalibration of equipment identified in para 6.38 with the Supplier within 3 (three) calendar months of the Go Live Date.
	2. On completion of the annual programme, the Supplier shall provide fully recalibrated items to the Buyer.
	3. The Supplier shall ensure that items supplied to the Buyer have been recalibrated via the manufacturer’s recalibration services and are marked with a recalibration due date following recalibration at the manufacturer.
	4. The Supplier shall ensure that all repairs identified are discussed with the Buyer and decided on a case-by-case basis.
	5. Once the Buyer has been notified by the Supplier that the recalibration has been completed, the Supplier redistributes the recalibrated items, any recalibration failures and any new items ordered by the Buyer to replace recalibration failures in accordance with the agreed programme.

## Process improvement

* 1. The Supplier shall advise the Buyer on production methods and processes that will improve quality, reduce production time and cost prior to making any changes to the provision of the Buyers requirements.

# Ordering Contingency Arrangements

* 1. In the event of the Suppliers online ordering system not being available, the Supplier shall provide an alternative process of ordering (not limited to by phone or email).
	2. In the event that the Suppliers online system is unavailable, the Supplier shall notify the Buyer when the online ordering service will become available, and for any orders processed manually, that these are incorporated onto the online portal as practicably as possible so that a full history of orders is maintained.

# Delivery

## Delivery Requirements

* 1. The Supplier shall provide a delivery service which meets the following requirements:
* From the time of order being placed by the Buyer, to the time of the item being delivered to the Buyer’s premises, shall be measured in accordance with Buyer’s service levels, (see Specification section 4.1), unless agreed otherwise with the Buyer.
* Delivery to the Buyer’s premises to the working day / daily hours schedule in accordance with Buyer’s service levels.
* Delivery of items directly to the Buyer’s requested delivery addresses where the Buyer orders large quantities of items.
* Deliveries of items shall be grouped where practicable to minimise packaging and transport requirements.
* Delivery of items will be packaged so they can be safely handled by a single person and that the maximum weight of a single package does not exceed 15 Kilograms.
* The reduction of unnecessary packaging material and use of recycled materials wherever possible.
* Where deliveries are made on pallets the Supplier shall remove the goods from the pallet(s).
* All pallets shall be removed either at the time of the delivery or at the next delivery to the location as required in the item delivery instructions for that location.
* Drivers shall hold current and relevant UK driving licence consummate with the vehicle category being driven and ensure they are fit to drive in accordance with relevant legislation and industry best practice.
* Delivery vehicles shall be maintained in accordance with UK legal requirements and as per manufacturer’s recommendations, e.g., MOT’d, taxed, insured and be maintained in a road worthy condition at all times.

## Buyers Delivery Locations

* 1. The Supplier shall provide a distribution service to deliver and collect from various locations as described in **Annex 06** - Buyer’s Delivery Locations.
	2. Information relevant to the Buyer’s Delivery locations in **Annex 06** including working hours and any site-specific constraints are to be provided to the Supplier by the Buyer during the Implementation Period.
	3. The Supplier shall maintain a set of instructions for each permanent location to enable safe and appropriate access and item delivery requirements based on information provided by the Buyer.
	4. The Supplier shall determine and ensure availability of a suitable and sustainable delivery method or vehicle.
	5. When requested by the Buyer the Supplier ensures:
* Deliver to Temporary Locations – these are locations located within England and may include locations operated on behalf of the Buyer by third parties or newly added building locations included with the Buyer’s estate.
	1. Unless otherwise agreed with the Buyer, the Supplier shall deliver the Goods to an agreed area inside the Buyer’s delivery locations e.g. Reception Area or to an area designated for the delivery of goods.

## Confirmation of all deliveries

* 1. Where items are delivered by the Supplier, the point of delivery shall be when the goods are removed from the transporting vehicle and transferred at the sites.
	2. The Supplier shall provide the Buyer with proof of delivery (POD) when requested and to do so will provide the following:
* A delivery note indicating the destination for each item.
* Items securely packed and labelled with a delivery note before being dispatched.
* All deliveries clearly marked with description of contents.
* Hold proof of delivery for the duration of the Contract, either by hard copy or electronically.
	1. The Supplier shall report all incidents in the instance of
* A delivery failing to achieve the Buyer’s service levels.
* A delivery incident occurs at a location owned or operated on behalf of the Buyer the Supplier must inform the Buyer who will provide instructions on how to proceed 24 hours of the incident occurring.
	1. The Supplier is liable for the cost of any lost or damaged orders belonging to the Buyer whilst in their custody or the custody of the Supplier’s designated sub-contractors.
	2. The Supplier is liable for any additional transportation costs resulting from failure to deliver an order (including the reinstatement cost of items lost or damaged) or an order that has not arrived at the designated location due to negligence, fraud, theft or breach of the Contract.

# Payment

## Payment of Deliverables

* 1. The Supplier shall receive payment from the Buyer for the goods and services supplied once those goods have been received and services provided in full by the Buyer**.** Notification of receipt by theBuyeris required before the Supplier can submit a payment invoice to the Buyer.

## **Invoicing / Supplier payments**

* 1. The Supplier shall submit monthly invoices to the Buyer by the 2nd working day of each new month.
	2. The Supplier shall invoice using electronic invoicing systems and shall provide consolidated invoice and, in excel format, a breakdown per location as required by the Buyer.
	3. Where required, the Supplier manages the validation and payment of invoices on behalf of the Buyer.

## Monthly Spend Forecasting

* 1. The Supplier shall provide the Buyer with an initial twelve-month financial forecast when requested.

# Implementation and Go Live

* 1. The Supplier shall provide the testing programme of the online electric ordering system to the contract manager twenty (10) Working Days after the Contract Date.
	2. The testing programme shall include
* an overview of how testing is conducted during Implementation Period,
* sample orders placed by the Buyer from selected nationally dispersed locations,
* the process to be used to capture and record test results,
* the procedure to report to the contract manager and to be followed should a test produce unexpected results,
* procedure for the resolution of test issues, including repeat sample orders where applicable and
* timescales to have a live demonstration of a fully functional system.

## Acceptance of online electronic ordering system

* 1. The Supplier shall provide the online ordering system for acceptance by the Buyer by demonstrating that the required functionality has achieved compliance against the Buyer’s requirements as per section 3 of this Specification. Reasons for non-acceptance are that the online electronic ordering system:
* does not meet the requirements,
* does not have the required functionality or
* does not meet the required Go Live Date.
	1. The Buyer informs the Supplier of the acceptance of the online electronic ordering system prior to Go Live Date.

## Agreeing and following the Implementation Plan

* 1. The Implementation Plan sets out how the Supplier will meet the Deliverables by the Go Live Date.
	2. The Implementation Plan demonstrates how the Supplier intends to mobilise the goods and services and documents the Supplier’s activities during the implementation period. The Supplier provides a draft Implementation Plan ten (10) working days after receipt of the tender documents.
	3. The Supplier ensures that the draft Implementation Plan
* Contains information at the level of detail necessary to manage the Implementation Period effectively and as the Buyer may otherwise require and
* Takes account of all dependencies known to, or which should reasonably be known to, the Supplier.
* Provides assurance that all Suppliers systems and processes to be used are initiated, tested and made available for use 20 (twenty) working days before the Go Live Date.
	1. The Supplier submits the draft Implementation Plan to the Buyer for acceptance. A reason for not accepting the draft plan is
* it does not comply with the contract,
* it does not provide sufficient detail or information to enable the Buyer to understand the Supplier’s action or Supplier’s interactions to deliver any Milestone by the relevant Milestone Date.
* it does not provide sufficient detail or information to enable the Buyer to understand the Supplier’s action or Supplier’s interactions to deliver any Deliverable Item by the relevant date set in the contract.
	1. Following receipt of the draft Implementation Plan from the Supplier, if the Buyer cannot accept the Implementation Plan, then the Buyer and the Supplier shall meet to agree the necessary changes to the contents of the plan. If the Buyer and the Supplier cannot agree the amendments to the contents of the plan within twenty (20) working days of its submission, then the Supplier shall update the content in line with the Buyer's direction.
	2. To ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date the Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the earlier of:
* relevant Milestone Date or
* the date stated in the Implementation Plan
	1. The Supplier shall monitor its performance and progress against the Implementation Plan and milestones and report to the Buyer on such performance and progress weekly.

## Reviewing and changing the Implementation Plan

* 1. The Supplier shall keep the Implementation Plan under daily review and updates the Buyer on all changes during the Implementation Period.
	2. The Buyer may instruct the Supplier to make any reasonable changes or provisions in each version of the Implementation Plan.
	3. The Supplier shall remain compliant with the Implementation Plan to enable it to meet the Milestones by the Milestone Date.
	4. The Supplier shall update any aspect of the Implementation Plan for any reason such as
* An actual or perceived Delay,
* A proposed changed to the Milestone Date or
* A proposed change to the Implementation Plan to mitigate risks in not meeting a Milestone or Milestone Dates.
	1. The Supplier shall update and submits the updated Implementation Plan to the Buyer for acceptance within two (2) working days. A reason for not accepting the updated plan is that
* It does not comply with the contract,
* It does not provide sufficient detail or information to enable the Buyer to understand the Supplier’s action or Supplier’s interactions to deliver any Milestone by the relevant Milestone Date, or
* It does not provide sufficient detail or information to enable the Buyer to understand the Supplier’s action or Supplier’s interactions to deliver any Deliverable Item by the relevant date set in the contract.

## Delay’s

* 1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract it shall:
* Notify the Buyer as soon as practically possible and no later than within two (2) working days from becoming aware of the Delay or anticipated Delay,
* Include in its notification an explanation of the actual or anticipated impact of the Delay,
* Undertake any reasonable action in order to address the impact of the Delay or anticipated Delay and
* use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## Implementation Plan

* 1. During the Implementation Period, the Buyer’s incumbent supplier retains full responsibility for the supply of all goods and services until the Go Live Date.
	2. In accordance with the Implementation Plan, the Supplier shall*:*
* Work cooperatively and in partnership with the Buyer and the Buyer’s incumbent supplier to ensure a mutually beneficial handover of any transferable assets, i.e Load cells, held by the Buyer’s incumbent supplier.

# Management Information and Data Reporting Requirements

* 1. The Supplier’s online ordering system shall provide the following Management Information as a minimum:
* The ability to produce reports showing:
	+ ordering/usage data (not limited to per user/per item and/or department/cost centres/delivery locations and for any time parameter).
* The ability to customise reports.
* The ability to produce reports in a variety of downloadable and exportable formats.
* The Supplier provides full training to the Buyer on the use of the electronic online ordering system, refer to Specification section 19 - Training.
* The ability to produce reports on the delivery and carriage charges of these items.
* Generates data, provides and outputs Management Information via the online electronic ordering system when required by the contract manager and in line with the Buyer’s monthly accounting processes.

## Monthly Supplier performance meetings

* 1. As part of the Buyer’sperformance measurement processes, collaborative meetings shall follow the format set out below:
* Supplier performance meetings shall take place monthly between the Buyer and the Supplier to discuss Supplier performance in line with National Highways Collaborative Performance Framework (CPF) and associated performance metrics, see section 18.23 – Collaborative Performance Framework.
* Quarterly CPF assessments are also discussed as part of the regular monthly meetings,
* Meetings also include, and are not limited to, communicating relevant information or changes affecting the contract and the goods and services outlined in the specification and associated annexes,
* The Buyers contract manager is the chairperson and provides an agenda to the Supplier three (3) working days before the mutually agreed meeting date.
* The Buyer’s contract manager is responsible for taking and preparing the minutes of the meeting and subsequently issuing to all those invited, within five (5) working days following the meeting.
	1. The first meeting shall take place within 10 working days of the Go Live Date, and thereafter at monthly intervals on a mutually convenient date, within normal working hours (Monday to Friday - 9.00 to 17.00 hours). Where face to face meetings cannot be arranged, meetings shall proceed via Microsoft Teams or equivalent.
	2. The Buyer will be represented by the OCSD Contracts Team. The primary role of the OCSD Contracts Team is to manage national contracts and all subject matter related issues, where front line operational colleagues are our leading internal customers.
	3. The Supplier’s performance meetings will consist of the following personnel (subject to change):

|  |  |
| --- | --- |
| **Attendees**  | **Position**   |
| Contract Manager   | National Highways   |
| Assistant Contract Manager   | National Highways   |
| Contracts Team Leader   | National Highways   |
| Senior Administrator (minutes)   | National Highways   |
| Account Manager   | Supplier   |
| Delegated Account Manager (where applicable)   | Supplier   |

## Other Meetings

* 1. On occasion the Supplier may be required to attend any meetings arranged by the Buyer, where their expertise and input is required to support user working groups or projects directly related to the goods and connected services set out in this Scope. Sufficient notice to attend such meetings shall be provided by the Buyer and the most appropriate personnel released by the Supplier to attend and contribute to the meeting**.**

# Breach of Security

* 1. “Breach of security” is the occurrence of
* any unauthorised access to or use of the Information Systems, the Buyer premises, the Service Provider System, (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with the contract and
* the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with the contract.
	1. The Supplier develops and maintain a Security Incident management and reporting policy in accordance with the Customer's ‘Information Security Incident Management Requirements’ (refer to link in **Annex 02**) and ISO27001. The Supplier makes a full log of Security Incidents available to the Buyer on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the Buyer as soon as practicable (in any case within twenty-four (24) hours of the Supplier becoming aware of the Incident).
	2. The Security Incident management process (refer to link in **Annex 02**), as a minimum, requires the Supplier upon becoming aware of a breach of security or an attempted breach of security to
* immediately take all reasonable steps (which includes any action or changes reasonably required by the Buyer which will be completed within such timescales as the Buyer may reasonably require) necessary to
	+ minimise the extent of actual or potential harm caused by such breach of security
	+ remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security
	+ apply a tested mitigation against any such breach of Security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier ability to deliver the Services so as to meet any Performance Indicator, the Suppliers granted relief against the failure to meet such affected Performance Indicator for such period as the Buyer, acting reasonably, may specify by written notice to the Service Provider; and
	+ prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure,

as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security, provide to the Buyer full details of the breach of security or attempted breach of security, including a root cause analysis where required by the Buyer.

* 1. In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and/or the risk management with the Baseline Personnel Security standard outlined in the HMG SPF and the contract, then such action and any required change to the Information System and/or risk management will be completed by the Supplier at no cost to the Buyer.

# Off-shoring

* 1. The Supplier does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that is classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (refer to **Annex 02**).
	2. The Supplier does not
* keep any data offshore.
* allow in any way for data to be accessed from an offshore location.
* host the Buyer’s project systems, services or information outside the UK.
* allow staff based outside the UK to have access to the Buyer’s systems, services or information.
* develop system applications outside the UK, or
* send diagnostic data to an organisation outside the UK as a result of break / fix activity.

until the Buyer has confirmed to the Supplier that:

* the Buyer has gained approval for such action in accordance with the “National Highways Information Security Policy” (refer to **Annex 02**) or
* such approval is not required.
	1. The Supplier complies with a request from the Buyer to provide any information required to allow the Buyer to
* gain approval for storing data or allowing access to data from an offshore location in accordance with 13.1.
	1. The Supplier ensures that any subcontract (at any stage of remoteness from the Buyer) contains provisions to the same effect as this clause.

# Data Privacy Impact Assessment

## Data Protection

* 1. For the purposes of the contract and the Data Protection Legislation:
* for the purposes of this Specification section 14 – Data Protection only, the Buyer is the Data Controller (refer to **Annex 03**),
* the Supplier is the Processor and
* this section and schedule [A] (data protection) (**Annex 03**) constitutes a data processing agreement where required by the Data Protection Legislation.
	1. The Buyer may, at any time revise this Specification section 14 – Data Protection and **Annex 03** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
	2. Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.

# Minimum Quality Standards

* 1. The Supplier shall during the operative period of contract comply with BSI and EU standards and maintains, where applicable, accreditation with the relevant standards authorisation body.
	2. Throughout the contract, the Supplier and the Buyer shall notify each other of any new or emergent standards which could affect the Supplier’s provision, of the goods and/or connected services. The adoption of any such new or emergent standard, or changes to existing standards, shall be agreed in between the Supplier and the Buyer.
	3. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier is responsible for ensuring that the potential impact on the Supplier’s provision, or the Buyer’s receipt of the goods and/or connected services, is explained to the Buyer (within a reasonable timeframe), prior to the implementation of the new or emergent standard.
	4. Where any standards referenced conflict with each other or with best professional or industry practice adopted after the Go Live Date, then the later standard or best practice shall be adopted by the Supplier.
	5. The Supplier ensures that their team be appropriately experienced, qualified and trained to supply the goods and/or connected services in accordance with this Contract and apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the goods and/or services.
	6. The Supplier shall ensure that the Buyers additional requirements as below are implemented.

# Business Continuity and Disaster Recover

* 1. The Supplier shall prepare a business continuity plan that complies with ISO22301:2019 (refer to **Annex 02**) and submit the draft plan to the Buyer no later than thirty (30) working days after the Go Live Date for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019. The Supplier amends the plan to address the Buyer’s comments and resubmits for acceptance within five (5) working days.
	2. The Supplier shall undertake an annual test event to test the business continuity plan. The Supplier agrees with the Buyer the test scenario prior to the test.  Following the test, the Supplier prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the Buyer within ten (10) working days of the test for acceptance. A reason for not accepting the proposed amendments is that the Buyer considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
	3. The Supplier implements any proposed amendments in the accepted feedback report as instructed by the Buyer.
	4. Where requested, the Supplier completes the Buyer’s annual business continuity self-assessment assurance document in the form provided by the Buyer. The Supplier provides supporting evidence to the Buyer to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The Buyer may undertake an audit of compliance with these requirements.

# Exit and Transition

## Exit Plan

* 1. The Supplier shall, within six (6) Months after the Go Live Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in this Specification and is otherwise reasonably satisfactory to the Buyer.
	2. An Exit Manager shall be appointed by each Party to manage their respective obligations under this Specification, the parties shall use reasonable endeavours to agree the contents of the Exit Plan.
	3. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	4. The Exit Plan shall set out the following Exit Information, as a minimum:
* A detailed description of both the transfer and cessation processes
* A programme and estimated timescales
* Details of how Data will transfer back to the Buyer or to the Replacement Supplier in a format specified by the Buyer, destroys and ensures any Subcontractor destroys, any electronic and paper copies of such data in a secure manner
* If applicable, how Goods will transfer to the Replacement Supplier and/or the Buyer
* Proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Goods following the Expiry Date
* Proposals for providing the Buyer or a Replacement Supplier, copies of all documentation relating to the use and operation of the goods and required for their continued use
* Proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the goods
* Proposals for the identification and return of all Buyer property in the possession of and/or control of the Supplier or any third party
* How the Supplier will ensure that there is no disruption to or degradation of the goods during the exit period, and
* Any other information or assistance reasonably required by the Buyer or a Replacement Supplier
	1. The Supplier shall:
* Maintain and update the Exit Plan (and risk management plan) no less frequently than:
	+ Twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan, and in any event no later than twenty (20) Working Days following any material change to the Deliverables (including all changes under the Variation Procedure); and
* Jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
	1. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier (as the context requires), shall that draft become the Exit Plan for this Contract.
	2. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## Obligations when the contract is terminated.

* 1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
	2. Upon termination or expiry the Supplier shall:
* Provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
* Such information relating to the Deliverables as remains in the possession or control of the Supplier.
	1. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the Expiry Date.

## Assets, Sub-Contracts and Software

* 1. Following notice of termination of this Contract the Supplier shall not, without the Buyer's prior written consent:
* Terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
* Subject to normal maintenance requirements, make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	1. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
* Which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets").
* Which, if any, of:
	+ the Exclusive Assets that are not Transferable Assets; and
	+ the Non-Exclusive Assets,
	+ the Buyer and/or the Replacement Supplier requires the continued use of; and
* Which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"),
* in order for the Buyer and/or its Replacement Supplier to provide the Deliverables the Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement goods and/or Replacement Services.
	1. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
* Procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
* Procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
	1. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to affect this novation or assignment.
	2. The Buyer shall:
* Accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
* Once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
	1. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
	2. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

# Additional Buyer Requirements

## General

* 1. The Supplier does not enter into commitments when dealing with third parties that might impose any obligations on the Buyer except with the consent of the Buyer.
	2. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Specification.

## Insurance Requirements

* 1. The Supplier discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the Contract.

## **Health and Safety and Wellbeing**

**General**

* 1. The Supplier complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice.

**Management of Health and Safety**

* 1. The Supplier
* operates a health and safety management system in line with the requirements set out in section 18.16 Quality Management,
* documents the systems and fully and effectively implements the health and safety management system prior to the Go Live Date and
* provides evidence to the Buyer to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The Buyer may prevent the Supplier from starting any work until such evidence is provided.
	1. The requirements for certification, in general, of the Supplier’s management systems are set out in section 18.16 Quality Management.
	2. The Supplier operates and develops its health and safety management system to meet the Buyer’s requirements.
	3. The Supplier carries out a programme of internal audits in accordance with the requirements of ISO 9001.
	4. The Buyer may carry out audits of the Supplier’s quality management system from time to time.

**Suppliers’ occupational health management system**

* 1. The Supplier shall
* operate an occupational health management system in line with requirements of the Health and Safety Executive’s (HSE).

**Health and safety exchange of information**

* 1. The Buyer provides relevant information requested by the Supplier, if information held by the Buyer is necessary to enable the Supplier to provide the goods in a safe and legally compliant manner.
	2. The Supplier provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the Buyer.
	3. The Supplier immediately brings to the attention of the Buyer any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

**Health and safety resources**

* 1. The Supplier retains sufficient competent health and safety resources as part of its management structure and ensures that its relevant resources meet the requirements in 18.16 below.
	2. The minimum requirements for the Supplier’s health and safety resources are that their leads:
* have chartered membership of The Institution of Occupational Safety and Health (IOSH),
* are qualified to “National Examination Board in Occupational Safety and Health” (NEBOSH) diploma standard (or higher), or
* have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the goods.

## Quality Management

* 1. The Supplier shall comply with and operates management systems as follows:
* A quality management system complying with ISO 9001 - “Quality Management”, ISO 9004 Quality Management”,
* A formal health and safety management system which complies with ISO 45001 - “Occupational Health and Safety” or another equivalent and relevant standard accepted by the Buyer,
* Operates a health and safety management system" that aligns to HSG65 - “Managing for Health and Safety”,
* an environmental management system complying with ISO 14001 - “Environmental Management Systems”,

Refer to links to all above standards in **Annex 02**.

* 1. Where a management system is certifiable against the standards above, the Supplier obtains certification from a relevant UKAS accredited body within twelve (12) weeks of the Contract Date and submits to the Buyer a copy of each certificate and audit report within one week after it is obtained. The Supplier maintains this certification for the full duration of the contract.

## Collaborative Performance Framework

* 1. The Supplier uses the ‘Collaborative Performance Framework’ (CPF) (refer to link in **Annex 02**) and follows the processes in relation to the use of performance scores to drive improved performance.
	2. The Supplier uses the following metrics:
* Health and safety management
* Effectiveness of engagement with customers and stakeholders
* Quality management, service levels and key deliverables

to record performance against each of the relevant indicators in the CPF and assists the Buyer in the development of the CPF by proposing and developing ways in which improvements can be made.

* 1. The Supplier submits a return against each CPF indicator via the Buyer’s performance management system.
	2. The first CPF covers months June to August 2024 and are thereafter submitted quarterly.

## Performance Review

* 1. The Supplier undertakes a performance review addressing all aspects of performance on a monthly basis, or as instructed by the Buyer, in accordance with the CPF.
	2. The minimum expected Performance Level is **6** and is measured in accordance with the CPF.
	3. The Buyer leads additional annual reviews to assess all aspects of Supplier performance and trends in performance indicators. The Supplier assists with any additional reviews as requested by the Buyer.

## **Energy Efficiency Directive**

* 1. Supplier supports the achievement of
* the Buyer’s carbon management ambition in its “sustainable development strategy” carbon management ambition,
* the carbon management and energy efficiency requirements stated in GG 103 “Introduction and general requirements for sustainable development and design” and
* the Buyer’s compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Notes

when providing the goods (Refer to links in **Annex 02**).

* 1. In complying with the requirements of Procurement Policy Note 7/14, the Supplier,
* ensures that any new products for use partly or wholly in providing the goods, purchased by either the Supplier or a subcontractor (at any stage of remoteness to the Buyer) complies with the standard for products in the directive “2012/27/EU” (Refer to link at **Annex 02**) and
* provides evidence to the Buyer to demonstrate how any new products for use partly or wholly in providing the goods, purchased by either the Buyer or a subcontractor (at any stage of remoteness to the Buyer) complies with the requirements of PPN 7/14.

## **Carbon reduction**

* 1. The Buyer is committed to the reduction of carbon emissions by:
* Aiming to reduce deliveries from the Supplier or handling of stock between the Buyer’s locations, exploring opportunities to reduce and recycle any waste by-products resulting from this Call Off Contract.
* The Supplier manages and supports the Buyer’s carbon emission reduction aspirations and explores opportunities to maximise the number of items included in any single delivery and minimise the actual number of deliveries nationally and to each delivery location. Opportunities identified are submitted for the Buyer’s consideration.
* The Supplier provides a distribution service across England to deliver and collect from various locations throughout England as described in **Annex 06** (Buyer’s Delivery Locations).
* The Supplier programmes the delivery in a manner that minimises the impact on the Buyer.

## **Equality, Diversity and Inclusion**

* 1. The Supplier shall assist the Buyer in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the Buyer’s employees, its supply chain (at any stage of remoteness from the Buyer) and its customers. The Buyer’s intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the Buyer) and its employees.
	2. The Buyer believes that to achieve its vision of being the world’s leading road operator it needs to deliver an inclusive, accessible road network and services that meet the needs of the diverse customers and communities it serves.
	3. This requires the Buyer to work collaboratively with its diverse supply chain (at any stage of remoteness from the Buyer) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.
	4. The Buyer also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.
	5. The Buyer expects its supply chain (at any stage of remoteness from the Buyer) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.

## Discrimination, Bullying and Harassment

* 1. The Supplier shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
	2. In providing the goods, the Supplier co-operates with and assists the Buyer to satisfy its duty under the Discrimination Acts to
* eliminate unlawful discrimination, harassment and victimisation,
* advance equality of opportunity between different groups and
* foster good relations between different groups.
	1. The Supplier ensures that its employees, or subcontractor employees (at any stage or remoteness from the Buyer) comply with the Buyer’s requirements.
	2. Where a Supplier is required to carry out any activity on the Buyer’s premises or alongside the Buyer’s employees on any other premises the Supplier complies with the requirements of
* the Discrimination Acts and
* the Buyer’s “Respect at Work” policy (refer to link in **Annex 02).**
	1. If the Buyer considers that the presence or conduct of any Staff or subcontractors (at any stage of remoteness from the Buyer) at any location relevant to the delivery of the goods is in breach of the Buyer’s policies, the Buyer instructs the Supplier to implement corrective action.
	2. The Supplier notifies the Buyer as soon as it becomes aware of any investigation or proceedings brought against the Supplier under the Discrimination Acts in connection with the contract and
* provides any information requested by the investigating body, court or tribunal in the timescale allotted,
* attends (and permits a representative from the Buyer to attend) any associated meetings,
* promptly allows access to any relevant documents and information and
* co-operates fully and promptly with the investigatory body, court or tribunal.
	1. The Supplier complies with all applicable human rights and employment laws in the jurisdictions in which it works and has robust means of ensuring that the subcontractors (at any stage of remoteness from the Buyer) also comply.
	2. The Supplier reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the Buyer) to the Buyer and the Modern Slavery Helpline (refer to **Annex 02**).
	3. The Supplier complies with the Buyer’s “Anti-slavery (Human Trafficking) policy” (refer to link in **Annex** **02**) and familiarises itself with the Buyer’s “Anti-slavery and human trafficking statement” (refer to link in **Annex** **02**). The Supplier carries out an annual audit to monitor its compliance with the “Modern Slavery Act 2015” (refer to link in **Annex 02**), which covers all its obligations under all its existing Buyer contracts.  The Supplier prepares and delivers to the Buyer no later than 1st August each year, an annual
* slavery and human trafficking report,
* transparency statement and
* a risk register with mitigating actions

which comply with the “Modern Slavery Act 2015” (refer to link in **Annex** **02**) and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

* 1. The Supplier notifies the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
	2. The Supplier does not purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
	3. The Supplier ensures that any subcontractor (at any stage of remoteness from the Buyer contains provisions to the same effect as this Specification section 18. The Supplier implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
	4. The Supplier ensures that any subcontract (at any stage of remoteness from the Buyer) relevant to the delivery of the goods, contains provisions to the same effect as this section.
	5. The Supplier may propose to the Buyer for agreement, that a specific subcontract (at any stage of remoteness from the Buyer) relevant to the delivery of the goods, does not comply with the requirements of this section.
	6. The Supplier provides a detailed reason for not including some or all of the requirements of this section in the specific contract. The Supplier provides further details when requested by the Buyer to assist their consideration. If accepted by the Buyer, the Supplier is relieved from including some or all of the requirements of this section in the specific contract.
	7. A reason for not accepting is that the Buyer considers it practicable to include some or all of the requirements of this section in the specific subcontract.

## **Innovations and Continuous Improvements**

* 1. The Supplier assists the Buyer to improve the financial and operational performance of the contract through innovation and efficiencies.
	2. This may include, but is not limited to:
* Optimising and expanding deliveries to additional locations with a view to minimising the overall number of deliveries and maximising the number of items delivered for each visit
* Providing technical logistics support in designing and developing converted new distribution arrangements
* Benchmarking of current practices against market best practice
* Identifying and implementing cost reduction strategies
* Identifying the emergence of relevant new and evolving technologies

## Records and audit access

* 1. The Supplier keeps documents and information obtained or prepared by the Supplier or any subcontractor in connection with the contract for seven (7) years after the Contract date.
	2. The Supplier permits the Buyer and the Comptroller and Auditor General to examine documents held or controlled by the Supplier or any subcontractor (at any stage of remoteness from the Supplier).
	3. The Supplier provides such explanations as the Buyer, or the Controller and Auditor General considers necessary.
	4. This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (refer to link in **Annex 02**) for the examination, certification or inspection of the accounts of the Supplier.

## Communication

* 1. The Supplier does not release any information into the public domain in relation to the goods without prior approval from the Buyer.
	2. The Supplier does not, unless agreed otherwise with the Buyer:
* make any comment to the press regarding the goods, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes relating to the goods,
* allow any subcontractors (at any stage of remoteness from the Buyer) to make any comment to the press regarding the goods, give interviews, allow interviews to be given, or take part in programmes relating to the goods,
* issue press, news releases or other text, artists’ impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the goods,
* publish any public communications, including internet and digital communications, relating to the goods,
* use site hoardings or notices, or allow them to be used, for the purposes of advertising or use images or text relating to the goods for advertising or publicity purpose.
	1. The Supplier immediately notifies the Buyer of any communication from
* media enquiries (including social media),
* customer enquiries,
* identified stakeholder groups at regional and/or national level,
* local media or national media,
* Members of Parliament (MPs) or Members of European Parliament (MEPs) and
* any other third party
* that it receives in relation to the contract. The Supplier must not respond directly to any enquiries about, or on behalf of, the Buyer unless agreed with the Buyer.
	1. The Supplier complies with the Buyer:
* “Communication Strategy”
* “Social Media Policy” and
* visual identity specifications, “Our visual identity” and “Normal not formal” a guide to our corporate narrative, tone of voice and writing style” when providing the goods (refer to links in **Annex 02**).
	1. Any communications material developed by the Supplier must be approved by the Buyer prior to its distribution/publication.
	2. The following system and tools are used to liaise and collaborate between the Buyer and Supplier
* internet based collaboration tool,
* electronic mail system,
* standard forms and templates,
* CPF supplier performance web-based reporting tool and
* telephone.

## Format of records

* 1. The Supplier ensures that records are created and maintained in a format acceptable to the Buyer such as
* scanned electronic image (Acrobat .pdf),
* editable electronic document (Microsoft Word),
* editable electronic spreadsheet (Microsoft Excel),
* editable vectorised drawing format (.dwg AutoCAD format or equivalent),
* graphic electronic image in compressed (.jpg) format.
	1. The Supplier undertakes translation of existing records into an accepted format when instructed by the Buyer.
	2. The Supplier ensures that any subcontract (at any stage of remoteness from the Buyer) contains a right for the Buyer (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.

## Training

* 1. The Supplier identifies and outlines in the Implementation Plan, all training and that the Buyer’s staff need to undertake to access and operate the online ordering platform and any other systems or processes needed to fulfil the delivery of the contract. The Supplierdetails the delivery format of that training, including location, together with an indicative timescale for delivery.
	2. Training should include provision for all users and super users of the system.
	3. The Supplier shall provide guidance to the Buyer’s digital services team of how to resolve or escalate issues relating to the online ordering platform to the Supplier for resolution.

# Annex 01 – Identified and Defined Terms

The following definitions shall apply to this Specification document and are supplemental to those set out in RM6202 Tail Spend Solution framework contract documents.

|  |  |
| --- | --- |
| **Definition** | **Description** |
| Calibration | Describes a process where item(s) require a cyclical inspection or maintenance regime that may include an examination or test of the equipment to ensure that it conforms to manufacturers requirements. Such activities may then result is a repair or testing (including certification) that confirms that the piece of equipment is fit for purpose. |
| Contract Date | Is the date both parties sign the date the call off contract. |
| Confidential Information | is any data or information which has been classified by National Highways as being confidential. However, National Highways uses the HMG Government Security Classification Scheme (GSC).  The Information Security Data Handling Requirements document provides further information.  In addition, the Cabinet Office has produced a guidance document that sets out what it means and how to securely handle HMG GSC data/information. |
| Data | Is all Data including Personal Data collected, generated or otherwise processed by the Supplier in the course of providing the goods and Services. |
| Data Controller   | is a legal person that determines the purposes and means of the processing of Personal Data.  |
| Data Protection Impact Assessment | is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data on the rights of a Data Subject(s).  |
| Data Subject | is an individual who is the subject of Personal Data. |
| Data Subject Access Request | is a request made by, or on behalf of, a Data Subject, for access to the personal data an organisation holds about them including provision of copies of that data.  The Data Subject has the following rights: * access to, and information relating to, Data,
* rectification of inaccurate Data,
* permanent erasure of Data,
* restriction of processing of Data pursuant to the Data Protection Legislation, and
* transfer of Data to a third party (data portability)
* automated individual decision-making including profiling. concerning their rights of access to, and
* information relating to, Data,
* rectification of inaccurate Data,
* permanent erasure of Data,
* objection to or restriction of processing of Data pursuant to the Data Protection Legislation, and
* transfer of Data to a third party.
 |
| Disclosure Request    | is a request for information relating to the contract pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or later revision.    |
| Discrimination Acts  | are the Equality Act 2010 and any provisions of any earlier statutes that are expressly preserved in force by that Act.  |
| EEA | is the European Economic Area. |
| Go Live / Go Live Date | The commencement date of the contract which is 1st June 2024 from 00:01 hours. |
| Goods | is the umbrella term used to describe a broad range of products required by the Buyer such as* Work Equipment - any machine, appliance, apparatus or tool used at work by an employee in order to carry out their assigned tasks. These items are usually generic ‘off the shelf’ products.
* Consumables – items used by employees that must be replaced regularly because they are designed for single use or become life expired.
* Bespoke Products – are made to order items, specifically made to a specification for National Highways
* Pre-Approved Products- these items have been identified and trialled usually in a live environment by National Highways, and therefore by definition have been classified as the ‘go to’ item due to their output, tolerances and performance characteristics (i.e. no substitute items will generally be accepted)
 |
| Health and Safety Regulations  | is* the Health and Safety at Work etc Act 1974,
* t[he Personal Protective Equipment at Work Regulations 1995 as Amended 2002](http://www.legislation.gov.uk/uksi/1992/2966/contents/made),
* Personal Protective Equipment (enforcement) regulations 2018 and
* any other relevant health and safety or wellbeing regulations applicable in England,
 |
| Information Systems | can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation. |
| Major Incident | is an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service. The incident could result in: * An emergency situation
* Security risks or threat
* Highways England reputation (HSSE) could be adversely affected
* Multiple locations/businesses or significant user impacted.

Further details can be found in the Major Incident Management document and the Incident Management and Major Incident Management process flow found here:<https://highways.sharepoint.com/WayWeWork/Pages/ict-security-incidents-management.aspx> |
| Offshoring  | is any arrangement where the performance of any part of providing the goods, the services or a solution under the contract may occur outside the UK for domestic (UK) consumption. |
| Performance Level   | is the performance level of the Collaborative Performance Framework stated in section 36.  |
| Processor  | is a legal person which processes Personal Data on behalf of a Data Controller.  |
| Protective Measures | are appropriate, technical and organisational measures implemented, consistent with good industry practice, to ensure a level of security appropriate to the risk posed by Personal Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Security Incident, and which may include  * pseudonymising and encrypting Personal Data,
* ensuring confidentiality,
* integrity,
* availability and resilience of systems and services,
* ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and
* regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in “Procurement Policy Note 02/18 Changes to Data Protection Legislation and General Data Protection Regulation” (see link in **Annex 02**).
 |
| Security Incident | is a breach of security that leads, or may lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.  |
| Strategic Road Network (SRN) | These are the roads that are managed by National Highways and includes 4,500 miles of motorways and major A roads that carries a third of all traffic and two-thirds of all freight. |
| Traffic Officer  | is the term used by the Buyer to describe a specific group of employees and categorised as follows:* Traffic Officer – The Traffic Management Act (TMA) 2004 Part 1, transferred general traffic and road management tasks, previously performed by the Police on the strategic road network, to the Buyer resulting in the creation of Traffic Officer roles in both an on-road and off-road capacity.
 |

# Annex 02 – Reference documents

|  |  |  |
| --- | --- | --- |
| **Specification Reference** | **Document Title** | **Source** |
| Business Continuity | ISO22301:2019  | <https://www.iso.org/standard/75106.html>  |
| Carbon Net Zero | National Highways Carbon Net Zero plan  | <https://nationalhighways.co.uk/netzerohighways/>  |
| Communication | Highways England Social Media Policy 2020  | See Reference Documents folder in CCFT system. |
| Communication | Communications Strategy  | <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/490543/S150617_Communications_Strategy.pdf>  |
| Conflict of Interest | National Highways Declaration of interest’s form  | See Reference Documents folder in CCFT system. |
| Data Protection | Procurement Policy Note 02/18 Changes to Data Protection Legislation and General Data Protection Regulation  | [*https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation*](https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation)  |
| Data Protection | Data Protection Act 2018  | [*https://www.gov.uk/government/publications/data-protection-bill-general-processing*](https://www.gov.uk/government/publications/data-protection-bill-general-processing)  |
| Data Protection | General Data Protection Regulation (EU2016/679)  | [*https://www.legislation.gov.uk/eur/2016/679/contents*](https://www.legislation.gov.uk/eur/2016/679/contents)  [*https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN*](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN)  |
| Data Protection | LED (Law Enforcement Directive (Directive (EU) 2016/680  | [*https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN*](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN)  |
| Data Protection | Privacy and Electronic Communications (EC Directive) Regulations 2003  | [*https://www.legislation.gov.uk/uksi/2003/2426/contents/made*](https://www.legislation.gov.uk/uksi/2003/2426/contents/made)  |
| Data Protection | Procurement Policy Note 02/18 Changes to Data Protection Legislation and General Data Protection Regulation  | [*https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation*](https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation)  |
| Data Protection | Data Protection Act 2018  | [*https://www.gov.uk/government/publications/data-protection-bill-general-processing*](https://www.gov.uk/government/publications/data-protection-bill-general-processing)  |
| Data Protection | General Data Protection Regulation (EU2016/679)  | [*https://www.legislation.gov.uk/eur/2016/679/contents*](https://www.legislation.gov.uk/eur/2016/679/contents)  [*https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN*](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN)  |
| Disclosure requests | Cabinet Office Freedom of Information Policy July 2018.  | [Cabinet Office Freedom of Information Policy July 2018](https://www.gov.uk/government/publications/freedom-of-information-code-of-practice).  |
| Disclosure requests | Freedom of Information Act 2000 or later revision or replacement.    | [Freedom of Information Act 2000](http://www.legislation.gov.uk/ukpga/2000/36/contents)     |
| Disclosure requests | Environmental Information Regulations 2004 or later revision or replacement.     | [Environmental Regulations 2004](http://www.legislation.gov.uk/uksi/2004/3391/contents/made)    |
| Disclosure requests | The Public Interest Disclosure Act 1998  | [The Public Interest Disclosure Act 1998](http://www.legislation.gov.uk/ukpga/1998/23/contents)    |
| Disclosure requests | PPN 1/017 Update to the Transparency Principles 16 February 2017   | [PPN 01/17 Update to Transparency Principles 16 February 2017](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles)    |
| Disclosure requests | PPN 02/17 Promoting Greater Transparency 13 December 2017 or later revision or replacement.     | [PPN 02/17 Promoting Greater Transparency 13 December 2017](https://www.gov.uk/government/publications/procurement-policy-note-0217-promoting-greater-transparency)    |
| Disclosure requests | Cabinet Office’s Procurement Policy Note 1/23 update to legal and policy requirements to publish procurement information on Contracts Finder.     | [Procurement Policy Note 1/23 update to legal and policy requirements to publish procurement information on Contracts Finder](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1129018/2023-01-04-Procurement-Policy-Note-_-update-to-legal-and-policy-requirements-to-publish-procurement-information-on-Contracts-Finder.pdf) |
| Disclosure requests | Highways England Disclosure covering letter     | See Reference Documents folder in CCFT system. |
| Disclosure requests | Highways England Non-Disclosure template     | See Reference Documents folder in CCFT system. |
| Disclosure requests | Cabinet Office Freedom of Information Code of Practice     | [Cabinet Office Freedom of Information Code of Practice](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/744071/CoP_FOI_Code_of_Practice_-_Minor_Amendments_20180926_.pdf)    |
| Discrimination, Bullying and Harassment and Modern Slavery (D, B & H and MS) | Respect at Work Policy & Procedure Sept 2020  | See Reference Documents folder in CCFT system. |
| D, B & H and MS | Modern Slavery Act 2015  | <https://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>  |
| D, B & H and MS | Modern Slavery Helpline  | [www.modernslaveryhelpline.org](http://www.modernslaveryhelpline.org/) 08000 121 700  |
| D, B & H and MS | Highways England Anti-slavery (human trafficking) policy  | See Reference Documents folder in CCFT system. |
| D, B & H and MS | Equality Act 2010  | <https://www.legislation.gov.uk/ukpga/2010/15/contents>  |
| Energy Efficiency Directive | Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” | <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf> |
| H&S | Health and safety policies, procedures, and guidance notes (generally)  | <http://www.highwayssafetyhub.com/>  (general link to safety hub containing all our documents)  |
| H&S | Home Safe and Well approach  | [https://assets.highwaysengland.co.uk/about-us/Home+Safe+and+Well+Strategy+2019.pdf](https://assets.highwaysengland.co.uk/about-us/Home%2BSafe%2Band%2BWell%2BStrategy%2B2019.pdf)   |
| H&S | ISO45001:2018  | <https://www.iso.org/iso-45001-occupational-health-and-safety.html>  NB This is now cross referenced from the Quality Management section. |
| Information Security | HMG Security Policy Framework (SPF)   | <https://www.gov.uk/government/publications/security-policy-framework> . |
| Information Security | HMG Government Security Classifications   | <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1166697/Procurement_Policy_Note_-_Government_Security_Classifications_Policy.pdf> |
| Information Security | HMG Government Security Classifications   | [Procurement Policy Note 7/23: Government Security Classifications Policy 2023](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1166697/Procurement_Policy_Note_-_Government_Security_Classifications_Policy.pdf) |
| Information Security | Information management system  | <https://highwaysengland.co.uk/ims>  |
| Information Security | Public Records Act 1958 | <https://www.legislation.gov.uk/ukpga/Eliz2/6-7/51>  |
| Information Security | Highways England Information Security Secure Data Handling Requirements (Policy)  | See Reference Documents folder in CCFT system. |
| Information Security | Highways England Major Incident Management Requirements  | See Reference Documents folder in CCFT system |
| Information Security | National Cyber Security Centre End user device (EUD) security guidance  | <https://www.ncsc.gov.uk/guidance/end-user-device-security>  |
| Information Systems | Commercial reporting and monitoring system | <https://supplychainportal.highways.gov.uk/commperf/SitePages/Home.aspx> |
| Information Systems and Security  | Highways England Information Security Incident Management Requirements | See Reference Documents folder in CCFT system |
| Information Systems and Security | National Cyber Security CentreEnd user device (EUD) security guidance | <https://www.ncsc.gov.uk/guidance/end-user-device-security> |
| Information Systems and Security | HMG Government Security Classifications | <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf>  |
| Information Systems and Security | Information Management System | <https://highwaysengland.co.uk/ims>. |
| Offshoring | National Highways’ Information Security Offshoring Policy  | See Reference Documents folder in CCFT system |
| Offshoring | HMG Security Policy Framework (SPF)  | <https://www.gov.uk/government/publications/security-policy-framework>   |
| Offshoring | HMG Government Security Classifications  | <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf>   |
| Performance | Collaborative Performance Framework (CPF)  | Obtain the latest version of CPF via the link below: [Redacted under FOIA Section 40 Personal Information] To request access to the Supply Chain Portal contact: [Redacted under FOIA Section 40 Personal Information]  |
| Performance | Supply Chain Portal    | [Redacted under FOIA Section 40 Personal Information] To request an account contact: [Redacted under FOIA Section 40 Personal Information] |
| Single Sign On | Design Guidance – Identity Access Management | Reference Documents folder in CCFT system. |
| Vesting Certificate | Vesting Certificate | Reference Documents folder in CCFT system. |

# Annex 03 – Data Protection

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| **DATA PROTECTION (SCHEDULE [A])** |
| Processing, Personal Data and Data Subjects |
| This schedule is completed by the Buyer*,* who may take account of the view of the Supplier*,* however the final decision as to the content of this schedule is the Buyer’sandat its absolute discretion. |
| 1. The contact details of the Buyer’sData Protection Officer are obtainable from the Data Protection team available via [Redacted under FOIA Section 40 Personal Information]. |
| 2. The contact details of the Supplier Data Protection Officer or nominated lead are to be provided by the Supplier within ten (10) working days from the Contract Date. |
| 3. The Supplier complies with any further instructions issued by the Buyerwith respect to the processing of Data. |
| Any such further instructions are to be incorporated into this table. |
|

|  |  |
| --- | --- |
| Description | Details |
| Identity of the Buyer and Supplier | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Data Controller, and the Supplier is the Processor in accordance with Specification section 14 (Data Protection). |
| Subject matter of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide goods and services. |
| Duration of the Processing | For the duration of the contract. |
| Nature and purposes of the processing | The use of data for the purpose of allowing the ordering, recording, and processing to provide the goods and services including storing of data to facilitate such processes. This includes structuring the data to facilitate efficient processes such as into geographical areas and maintaining the list of data to align with current employees.  |
| Type of Personal Data | The types of personal data shall include:* Employee name
* Employee work location(s)
* Employee work email address
 |
| The following is classed as special category data and is especially sensitive:* N/A
 |
| Categories of Data Subject | The Buyer’s staff  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data. | All employee data shall be destroyed:* 3 months from the date of contract expiry or
* once relevant data has been handed back to the Buyer as part of any demobilisation process.

Identifiable employee data shall be destroyed at regular intervals no more than 6 months from when the Supplier is informed by the Buyer. Any relevant data can continue to be held providing all identifiable information has been removed.  |

 |