

**PROJ00052 Invitation to Tender for the Provision of a Network and Server Resilience Service**

**Royal Berkshire Fire and Rescue Service and Thames Valley Fire and Rescue Control Services**

PROPOSED TERMS AND CONDITIONS OF CONTRACT

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| Contract Reference: TBC on award of Contract  Contract relating to: Network and Server Resilience Services  Contract Commencement Date: TBC on Award of Contract  Contract Duration: 1 year  Termination Date: TBC on Award of Contract  Made between |

|  |  |
| --- | --- |
| (1) “The Authority” - | Royal Berkshire Fire Authority  Registered office: Newsham Court,  Pincents Kiln,  Calcot,  Reading,  Berkshire RG31 7SD |
| (2) “Supplier” - | Supplier’s full name: TBC on award of Contract  Registered office: TBC on award of Contract  Registered Number: TBC on award of Contract |

The Supplier shall complete and deliver to the Authority such Services and the Supplier and the Authority agree to

perform their respective obligations in accordance with this Contract.

This Contract comprises this front page and the following appended documents:

* Form of Tender
* Suppliers Tender
* Schedule 1 – Terms and Conditions
* Schedule 2 – Specification of Requirements
* Schedule 3 – Pricing and Key Performance Indicators

In the case of any conflict, the documents above shall have precedence in the order listed.

Unless otherwise expressly stated in the Contract, the Authority shall be under no obligation to purchase any particular value or quantity of the Goods and / or Services, or at all.

|  |  |
| --- | --- |
| **SIGNED for and on behalf of The Authority**  ……………………………………………..  Signature  ……………………………………………..  Name  ……………………………………………..  Position | **SIGNED for and on behalf of the Supplier**  ……………………………………………..  Signature  ……………………………………………..  Name  ……………………………………………..  Position |

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# SCHEDULE 1 – TERMS AND CONDITIONS

## 1. Definintions

In these terms and conditions, the following meanings apply, unless clarified within the document:

* “Commencement Date” The date in which the Contract is due to start, as specified on the front page of this document.
* “Conditions” the standard terms and conditions of purchase set out in this document.
* “Contract” the contract for purchase of the supply of Goods and / or Services incorporating these Conditions and any Special Conditions.
* “The Authority” is Royal Berkshire Fire Authority
* “Goods” The products or goods that may be ordered by the Authority under the Contract
* “Job” a specific piece of work that the Authority requires to be completed.
* “Services” the Services to be provided as specified within this Contract or subsequent Order including any materials, articles or goods to be supplied in connection therewith.
* “Special Conditions” additional terms and conditions that the Authority may specify in relation to any particular Order or Job.
* “Specification” The description of Goods and/or Services to be supplied by the Supplier under the Contract and in accordance with the Contract Terms and Conditions.
* “Supplier” is the organisation contracted to supply Goods and / or Services as specified within this Contract.
* “Term” the period from the Commencement Date until the Termination Date or the date of earlier Termination in accordance with the terms and conditions.
* “Termination date” the date in which the Contract is due to end.

## 2. Scope

The Scope of the Services provided shall be in accordance with Schedule 2 – Specification of Requirements of this Contract and the following:

2.1 All Services shall be delivered strictly in accordance with the terms and conditions of this Contract.

2.2 The Authority may order Services from time to time during the period of Contract.

2.3 The Supplier shall confirm receipt and acceptance of the Authority’s individual Jobs. The Supplier shall make direct arrangements with the Authority’s Nominated Employee for the fulfilment of the Services.

2.4 The Supplier will issue an invoice, in accordance with Clause12 Invoice and Payment, of this Contract, upon completion of delivery of the Services.

2.5 The Supplier shall ensure that all of its employees, agents, lower tier supplier and associates engaged to carry out the Services under this Contract are legally qualified to work, suitably trained and have the appropriate skills and qualifications to carry out the requirements of Schedule 2 – Specification of Requirements.

2.6 It is anticipated that the majority of the on-site work carried out by the Supplier shall be at the Authority’s main headquarters building at Calcot, Reading RG31 7SD. However, the Supplier maybe required to visit other Authority locations to complete the required Services.

2.7 The Supplier has sufficient information about the Authority and Specification and that it has made all appropriate and necessary enquiries to enable it to perform and complete the Services in accordance with Agreement.

2.8 The Services may include assisting other suppliers providing services to the Authority at no additional cost to the Authority to the extent that such assistance or management of other suppliers as required to complete their obligations under the Contract.

## 3. Term

The Contract shall commence on the commencement date as detailed on the front page and shall remain in force for the Contract duration as detailed on the front page unless extended or terminated in accordance with its provisions.

The Authority shall have the option to extend the Term by a further period of up of twelve months. The option to extend is to be exercised by the Authority by giving written notice to that effect to the Supplier’s Commercial Contact. The option to extend shall be executed by the Authority not less than three calendar months prior to the termination date.

4. Pricing

The price of the Services shall be as stated in Schedule 3 – Pricing and Key Performance Indicators, unless otherwise expressly agreed in writing by The Authority shall be:

1. Exclusive of any applicable Value Added Tax (which shall be payable by the Authority subject to receipt of a correctly drawn VAT invoice);
2. Fixed rate prices inclusive of insurance, expenses and other charges.

The price shall include the provision by the Supplier for all Services, equipment, materials and consumables necessary for the provision of Services unless otherwise specially agreed in writing by the Authority.

## 5. Independent Contractor

The Supplier is an independent contractor and shall maintain complete control of and responsibility for its employees and lower-tier suppliers, and for the means, the methods, and the safety in the delivery of Services to the Authority.

The Supplier is responsible for all aspects of the performance and behaviour of the Supplier’s employees, sub-tier employees, agents and associates.

## 6. Laws and Regulations

The Supplier shall comply with all statutory and local laws, regulations, applicable to the Performance of the Services under this Contract.

## 7. Quality

7.1 All Services will be verified by the Supplier’s quality control processes to ensure they comply fully with the specification and each Service requirement and any agreed amendments thereto.

7.2 The Performance Services will be carried out with due care, skill and professionalism and to the satisfaction of the Authority.

7. 3 Any deviation from the technical requirements specified in a Job must be notified to the Authority in writing as soon as such deviation becomes apparent. Any acceptance by the Authority for the deviation shall not be construed as approved for any future or past deviation and shall not relieve the Supplier of his obligation to supply the Services to comply with the Contract.

7.4 The Supplier shall provide an exception report to the Authority detailing and remedies any failures in it’s’ supply of Services to the Authority.

7.5 The Supplier’s performance will be measured against the Key Performance Indicators as detailed in Schedule – Pricing and Key Performance Indicators.

## 8. Delivery

8.1 Unless otherwise notified by the Authority, the Performance of the Services shall be effected at the time or times in agreement with the Authority and its’ Employees. Time of the Supply of Performance of the Services shall be of the essence of the Contract. If performance is not made when agreed, the Authority shall have the right to cancel specific Services without prejudice to its rights of action for breach of Contract or otherwise.

8.2 The Authority shall be entitled to reject any Services performed that are not in accordance with the Contract.

8.3 Where the Services performed are by instalments, the Job will be treated as a single contract and not severable.

8.4 When Performing the Services at the Authority’s premises, and at any other time when the Supplier is at the Authority’s premises, the Supplier, its employees, agents and lower tier suppliers shall comply with all safety and other regulations relating to such premises as displayed at the premises or notified to the Supplier from time to time.

## 9. Title & Risk

The title and risk in any Goods shall pass to the Authority when the Goods have been delivered and the Authority has acknowledged delivery in writing and accepted the Goods.

## 10. Assignment

The Supplier shall not subcontract or assign any of the Performance of Services covered by this Contract without the prior written approval of the Authority.

## 11. Termination

11.1 If the Supplier becomes insolvent; or (if an individual) becomes the subject of bankruptcy proceedings or makes any arrangement with its creditors or becomes subject to an administration order or has a receiver appointed over any of its assets or property or winding up proceedings are issued against or an incumbent takes possession of any of its assets or property or the Supplier ceases or threatens to cease to carry on business or if the Authority reasonably believes any of the above is about to happen then the Authority may, without prejudice to any other rights it may have hereunder, terminate the Contract forthwith by written notice to the Supplier or any other person in whom the Supplier’s affairs have become vested.

11.2 The Authority may terminate the Contract if the Supplier commits the following:

11.2.1 commits a Prohibited Act and fails to comply with Relevant Requirements in connection with the Contract; or  
11.2.2 gives any financial or other advantage to any person working for or engaged by the Authority in connection with the Contract; or

11.2.3 commits a material Default of the Contract which is capable of remedy, but has failed to remedy it in the timescales agreed with the Authority; or

11.2.4 commits a material Default which is not capable of remedy; or

11.2.5 commits a Default on a persistent or repeated basis; or

11.2 6 The Contractor makes any public announcement or a director of the board of directors of the Contractor advises an officer of the Authority that the Contractor is no longer going to continue to develop or to offer the provision of Service similar to the Service;

11.2.7 ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Authority would materially affect the delivery of the Service; or

11.2.8 has provided any information as part of its Tender including that given in the questionnaire at any time prior to the Authority entering into a binding contract with the Contractor shall prove to be materially untrue or incorrect;

11.3 Where the Contract, or the Service are terminated by the Authority under Clause 11.2:

11.3.1 the Authority shall be entitled to recover from the Contractor the amount of any loss resulting from the termination including, but not limited to, the cost of arranging alternative provision and use of the Service and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period as applicable (calculated on the basis that there had been no early termination of the Contract); and

11.3.2 the Authority shall cease to be under any obligation to make any payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and the Authority shall then be entitled to deduct from any sum or sums due from the Authority to the Contractor under the Contract the amount of such costs, loss and/or damage.

11.3.3 The Authority shall be entitled to carry out themselves, or engage a third Party to carry out, the Service or any of them on a temporary basis (without terminating the Contract) for a period of three (3) months where:

11.3.3.1 The Contractor is in Default; or

11.3.3.2 The Contractor is prevented from providing some or all of the Service by a Force Majeure Event.

11.3.3.3 The Contractor shall be liable for any costs incurred by the Authority in carrying out the actions set out in Clause 11.2

11.3.3.4 Where the Authority carries out the Service, or any of them, under Clause 11.3 it shall not constitute a waiver of any breach of the Contract by the Contractor.

11. 4 In addition to other rights within these Conditions, the Authority may terminate the Contract or individual Order whether in whole or in part by written notice to the Supplier at any time. In such cases the Authority’s sole liability to the Supplier shall be to pay the relevant part of the Contract price or Order value to the Supplier for all elements of the Services as at the date of the notice to cancel together with the reasonable costs of the Supplier in terminating its commitments properly and reasonably undertaken to third parties as at the date of the notice to cancel.

11.5 No payments will be due or made by the Authority unless and until a properly documented and complete claim is submitted by the Supplier and agreed by the Authority.

## 12. Invoices and Payment

The Supplier shall submit an invoice to the Authority at the end of each calendar month.

Each invoice must show applicable references and Supplier’s Employee Name and Hours worked and be strictly consistent with this Contract.

Any invoice deviating from the requirements of the Contract and this Clause will be returned to the Supplier for correction and/or acceptable support.

Payment terms shall be 30 days from receipt of the Supplier’s invoice unless otherwise specified within this Contract or individual Order and shall take precedence over terms of payment shown on the Supplier’s proposal, invoices or elsewhere.

## 13. Indemnity

The Supplier shall indemnify the Authority against any and all direct and consequential losses, costs, claims, damages and expenses incurred by the Authority and arising out of or in connection with a contract and/or the use, possession, operation or sale of the Goods and / or Services supplied by the Supplier there under. Such insurance and indemnity shall cover but shall not be limited to any claims that the Goods and / or Services infringe or are alleged to infringe any intellectual property right of a third party, provided always that this indemnity shall not apply to any infringement which is due wholly to the Supplier having followed a design or instruction furnished or given by the Authority.

## 14. Legal Costs

If it becomes necessary for the Authority to take legal action to enforce any portion of this Contract, the Supplier shall be liable to the Authority for all costs included in such legal action, including reasonable solicitor fees and litigation costs.

## 15. Program of Services

All of The Supplier Goods and / or Services must be supplied or performed, as applicable, according to any agreed Program of Services, and in accordance with the terms and conditions of this Contract.

## 16. Insurance

Before commencing the Performance of the Services and as a condition of payment, the Supplier will maintain from the effective date of this Contract through a period of at least two (2) years after the expiration of this Contract the minimum insurance limits as detailed below..

The Supplier shall ensure that their insurances are applicable and cover all sub-contractors and associates working on this Contract.

The Supplier will submit to the Authority original certificates of insurance meeting or exceeding the limits of specified as follows:

(a) Employer's liability insurance in an amount not less than £5,000,000 per accident and disease for all employees engaged in the Performance of Services.

(b) Vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than £1,000,000 combined single limits.

(c) Public liability insurance covering Performance of Services and contractual liability covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the Supplier or of any of its employees, agents, or lower-tier suppliers, in an amount not less than £5,000,000 per occurrence and in the aggregate.

(d) Professional Indemnity Insurance of not less than £2,000,000 for each and every claim covering the Supply of Performance of Services provided under this Contract.

## 17. Intellectual Property

17.1 The Supplier warrants that all licences, permissions and consents required in relation to the use by the Authority of the Services delivered or provided shall have been obtained and hold harmless the Authority against any claim, cost proceedings, expenses and demands from any third parties alleging infringement of intellectual property rights.

17.2 All designs, developments and such like developed by the Supplier or its lower tier suppliers, agents or associates as part of the supply of Services to the Authority shall be owned by the Authority unless otherwise agreed in writing.

## 18. Employment Legislation

The Supplier shall comply with applicable laws and regulations concerning non-discrimination in employment.

## 19. Employee Safety

The Supplier is solely responsible for the safety of its Contract Staff. When applicable, the Suppliers Employees and Sub-tier employees, agents and associates shall ensure compliance with all of the Authority’s on-site policies and guidance documents.

## 20. Changes

The Authority may make changes in the Specification, and the Contract scope, price and schedule will be equitably adjusted for such changes. Any such changes will be notified to the Supplier in writing.

## 21. Performance and Warranty

The standard of care applicable to the Supplier's Performance of Services will be to the degree of skill and diligence normally employed by others supplying or performing the same or similar services. The Supplier will re- Perform any Services not meeting this standard without additional charges to the Authority. If such deficiencies are not corrected in a timely manner, the Authority may cause the same to be corrected and deduct costs incurred from the Supplier's costs.

## 22. Damages and Sureties

Where appropriate the Supplier shall be required to pay to the Authority liquid dated damages at a rate agreed within Schedule 3 of this Contract. The agreed rate for liquidated damages is fair and reasonable recovery of costs incurred due the Supplier’s failure. The rates are not a penalty upon the Supplier for failure to deliver and / or perform the Service.

## 23. Freedom of Information (FOIA)

23.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and shall assist and co-operate with the Authority (at the Supplier’s expense) to enable the Authority to comply with these information disclosure requirements

23.2 The Supplier shall and shall procure that its sub-contractors shall;

23.2.1 Transfer any request for information to the Authority as soon as practicable after receipt and in any event within two working days of receiving a request for information; and

23.2.2 Provide the Authority with a copy of all information in its possession or power in the form that the Authority requires within seven (7) working days (or such other period as the Authority may specify) of requesting the information; and

23.2.3 Provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for information within the time for compliance set out in the FOIA.

23.3 The Authority shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;

23.3.1 is exempt from disclosure in accordance with the provisions of the FOIA; and

23.3.2 Is to be disclosed in response to a request for information and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Authority.

23.4 The Supplier acknowledges that the Authority may be obliged under the FOIA or to disclose information;

23.4.1 Without consulting the Supplier; or

23.4.2 Following consultation with the Supplier and having taken its views into account.

23.5 The Supplier shall ensure that all information produced in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

23.6 The Supplier acknowledges that any lists or Schedules provided by it outlining confidential information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with this Clause.

## 24. Non disclosure

To enable the Supplier to conduct activities related to the Specification or terms and conditions of this Contract, it may be necessary for the Authority to disclose proprietary or confidential information to the Supplier. In that regard, the Supplier agrees, for a period of five years from the date of disclosure of information identified as proprietary or confidential by the Authority, that the Supplier will treat the information in strictest confidence and will not disclose it to third parties unless the information:

1. Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the Supplier;
2. Prior to disclosure, was already in the Supplier’s possession and not subject to an obligation of confidence imposed in another relationship; and
3. Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to the Authority with respect to the information.

## 25. Data & Documents

25.1 Where applicable, one legible copy each of all notes, drawings, prints, and plans and other related documentation prepared under this Contract will be maintained and delivered by the Supplier to the Authority upon completion of the Services. The Authority, including any affiliates, shall have an irrevocable, non-transferable, non-exclusive royalty-free license to all Materials generated as a result of the Performance of the Services.

25.2 All documentation, files and data produced by the Supplier under this Contract for the Authority shall be the sole property of the Authority and must be returned to the Authority at Termination the Contract. The Supplier must not retain Authority documents and data on their own systems after Contract Termination.

## 26. Data Protection

The Supplier shall at all times comply with the Data Protection Act 1998 and all subsequent revisions and superseding laws and regulations. Where appropriate, the Supplier shall maintain a valid and up to date register or notification under the Data Protection Act 1998.

The Supplier shall not disclose Personal Data to any third parties other than:-

To its staff, lower tier suppliers, agents and associates to such disclosure is reasonably necessary in order to perform this Agreement, or

To the extent required under a court order provided that disclosure under this Clause is made with the approval of the Authority and subject to written terms no less stringent than the terms contained within this Clause and that the Supplier shall give notice in writing to the Authority of any disclosure under this Clause immediately it is aware of such a requirement.

The Supplier shall indemnify and keep indemnified the Authority against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any act or omission of any staff, sub-supplier or agent.

The Supplier is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.

In the Clause “Personal Data” means personal data as defined in the Data Protection Act 1998 which is supplied to the Supplier by Agency or obtained by the Supplier in the course of performing this Agreement.

## 27. Access to Records

For Services performed on a time-and-materials basis, the Supplier shall maintain accounting records in accordance with any statutory requirements and generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the Authority for a period of seven (7) years after The Supplier’s final invoice.

## 28. Force Majeure

Neither party to this Contract will be liable to the other party for delays, direct costs, or indirect costs resulting from any causes beyond the reasonable control or contemplation for either party.

## 29. No Third Party Beneficiaries

This Contract gives no rights or benefits to anyone other than the Supplier and the Authority and has no third party benefits.

## 30. Permits, Licenses and Fees

The Supplier shall obtain and pay for all memberships, permits and licenses required by law that are associated with the Supplier’s performance of the services.

## 31. Transfer of Undertakings (Protection of Employment)

The Authority believes that the Transfer of Undertakings (TUPE) Regulations 2014 should not be applicable to the Services provided by the Supplier. The Supplier shall ensure that none of the Suppliers personnel shall work exclusively or predominantly under this Contract.

The Supplier shall indemnify the Authority against any TUPE Liability claim that may arise at the Termination of the Contract.

## 32. Human Trafficking

The Supplier agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons, including the recruitment, harbouring, transportation, provision or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

The Supplier further agrees that this Clause shall be implemented to all of its Lower Tier Subcontractors at any tier. Any violation of this Clause shall be considered cause for termination for default.

## 33. Sustainability

The Supplier shall be supportive of delivering Goods and / or Services, Materials, processes, and business practices that are protective of the natural environment and resources. If established elsewhere within this Contract, requirements for specific deliverables, reports, licenses, certifications, plans and other documentation required to confirm the Supplier’s achievement of sustainability performance metrics shall be submitted to the Authority based upon the established schedule.

## 34. Supply Chain Ethics and Business Conduct Principles

Acceptance by the Supplier of this Contract constitutes agreement that those who work on the Authority’s projects at any tier shall conduct business legally, ethically and in compliance with all applicable laws, statutes and regulations the terms and conditions of this Contract.

## 35. Gifts and Gratuities

The Authority and the Supplier agree to maintain the highest ethical standards in conducting business and safeguarding the integrity of the procurement process. It is the Authority's objective to award and conduct business with its suppliers on the basis of considerations such as quality, service, competitive pricing, and technical abilities. Therefore, nothing of value is to be given to or accepted by any employee, relative or associate of either party associated with this Contract. The Authority and the Supplier shall agree not to request, encourage or accept a gift or gratuity of any kind from any person to influence any business decision or transaction associated with this Contract. This includes an offer or acceptance of items or services such as the use of property or facilities, tickets to sporting or entertainment events, gift cards, product samples, travel, lodging, personal services, or any other favours of value. Any violation of this Clause by the Supplier may result in the termination of this Contract.

## 36. Conflicts of Interest

36.1 The Supplier warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual personal or organisational conflict of interest by the Supplier, the Supplier’s employees, sub-suppliers, or temporary staffing in performing work under the Contract. A Conflict of Interest means that because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice in the performance of the work, or the person’s objectivity in performing the work is or might be otherwise impaired.

36.2 Prior to commencing any work, the Supplier agrees to notify the Authority immediately if, to the best of its knowledge and belief, a potential or actual conflict of interest exists.

36.3 The Supplier agrees that if a potential or actual organisational and /or personal conflict of interest is identified during performance, the Supplier will immediately make a full disclosure in writing to the Authority. This disclosure shall include a description of actions which the Supplier has taken or proposes to take, after consultation with the Authority, to avoid or neutralise the actual or potential conflict of interest. The Supplier shall continue with supply and / or performance until notified by the Authority of any contrary action to be taken.

36.4 In accordance with other provisions within this Contract, the Authority may terminate this Contract, in whole or in part, if it deems such termination necessary to avoid an organisational or personal conflict of interest.

## 37. Governing Law

Irrespective of the place of Goods manufacture and / or Services performance, this Contract will be construed and interpreted according to the laws of England and Wales

## 38. Complete Agreement

The Contract along with the terms and conditions, specifications, attachments and any special instructions or other terms shall constitute the entire agreement between the parties. No terms or conditions stated by the Supplier in its bid or proposal, acknowledgment or other correspondence shall be binding upon the Authority if different from or in addition to the express provisions of this Contract. Any additions to or variations from the same offered by the Supplier will be deemed proposals for revision to this Contract and shall be binding only if made in writing and signed by an authorised representative of the Authority.

# SCHEDULE 2 – SPECIFICATION OF REQUIREMENTS

This Schedule 2 to Contract details the specific requirements that the Supplier shall provide, as ordered by the Authority, in accordance with the Terms and Conditions of Contract.

# SCHEDULE 3 – PRICING and Key Performance Indicators

The rates payable by the Authority shall be in accordance with the following:

|  |  |  |
| --- | --- | --- |
| **Day rate Mon to Fri** |  | 7 hours on site |
| **Day rate Mon to Fri** |  | 7 hours working remotely |
| **Hourly rate for Mon to Fri working on site and remotely** |  | Hourly rate to cover part days |
| **Attendance out of hours** |  | On site at RBFRS (Hourly rate) |
| **Support work out of hours** |  | Remote working (Hourly rate) |
| **Mileage rate** |  | Bidders to advise location travel base location |
| **24/7 support contract**  **For TVFCS and RBFRS** |  | Monthly fee |

The Liquidated Damages applicable to any delays caused by the Supplier shall be 1% of the value of the work being carried out.

KEYPERFORMANCE INDICATORS

The Suppliers performance under the Contract shall be measured against the following Key Performance Indicators (KPIs)

1. Account Management

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Service** | **Measurement** | **Minimum Service Level** |
| 1.1 | A quarterly meeting to be held with the Authority’s IT team to review progress on current Services being performed and to plan the next 3 months program. | Meeting held in accordance with the Authority requirements. | Min 3 per year |
| 1.2 | The Supplier to provide a quarterly report detailing all Services carried out. Highlighting any issues and actions taken | Quarterly reports to be provided by the Supplier 2 working days prior to monthly meeting. | 4 reports per year produced on time |
| 1.3 | The Supplier shall submit monthly invoices within 5 working days of month end. The invoices shall detail itemised details of all personnel working on the contract and the days / hours worked. | Correct Invoices received by the Authority by working day 5 of each month. | 11 correct invoices received |
| 1.4 | All Services to be completed in accordance with agreed program of works | Work completed as program dates | 100% |

2. Call Out Response

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Service** | **Measurement** | **Minimum Service Level** |
| 2.1 | The Supplier shall provide an initial response to an out of hours call out within 2 hours of receipt. | Supplier responds to out of hours callouts within 2 hours | 100% |
| 2.2 | The Supplier shall attend to and resolve call out issues with temporary or permanent fix within 8 hours. | Supplier completes temporary or permanent resolution within timescales. | 90% |

**3. Maintaining Staffing Levels**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Service** | **Measurement** | **Minimum Service Level** |
| 4.1 | Supplier to maintain a compliment of qualified personnel to provide the Services | Supplier provides relevant cover using own personnel or sub tier suppliers personnel / associates | 95% |
| 4.2 | Ensure a spread of work across Suppliers resources | No single person shall provide the majority of Services | 95% |

**4. Quality Management – Service Delivery**

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| --- | --- | --- | --- |
|  | **Service** | **Measurement** | **Minimum Service Level** |
| 4.1 | Supplier to carry out a quality audit of Services provided to ensure consistent approach from its personnel. | All Services are provided in a consistent and acceptable standard as seen by the Authority. | 100% |
| **4.2** | Supplier shall document all work completed and provide one copy of all documents, processes, designs and configurations | The Authority’s IT team fully understand and accept the work completed by the Supplier and have reference documents to work with. | **100%** |