

Highways England Company Limited

Area 12

Maintenance and Response Contract

Scope

Annex 21

Client's Stocks

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	05/06/2020
1	1	Several updates to Section 1.4	SOS	26/06/2020

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1 CLIENT'S STOCKS

1.1 Airwave Equipment

1.1.1 The *Client* is a category 2 responder, and as such under the Civil Contingencies Act (2004) is required to share information with Category 1 responders, including the emergency services, currently performed via the Airwave radio network. Airwave is a mission critical communications system used by the *Client's* Traffic Officer Service and emergency services to enable safe, reliable and secure communications between control rooms and on-road resources, and between the *Client* and its partner organisations at scenes of major incidents on the Strategic Road Network.

The *Client* provides *the Contractor* (referred to as a Service Provider in the Airwave supporting documentation in **Annex 3**) with Airwave radios as part of the *Client* supplied equipment for use by the *Contractor*. Airwave radios and associated equipment assist the *Contractor* and *Client* in the management of Incidents and the severe weather service, via direct voice to voice communication with the *Client's* Traffic Officer Service, Others and the emergency services.

Airwave radios are detailed in the Network Information.

The *Client* holds the TEA2 license enabling it to use Airwave¹. The Home Office issued a Temporary Conditional Accreditation Certificate (TCA) to the *Client* on 30th September 2019. It formally replaces the need for the *Contractor* to obtain its own TEA2 sub licence. The TCA sets out new licencing requirements for the *Contractor*.

The TCA assigns responsibility to the *Client* to ensure the secure handling, storage and usage of its Airwave radio terminals, by the *Contractor* and this is documented and signed by the Parties in a Memorandum of Understanding (MOU). The MoU is in Appendix 1.

Where the *Contractor* operates in more than one area of the *Client's* national road network, the MoU can be extended to cover each Area, if accepted by the *Service Manager*. The MoU specifies the following:

- the working arrangements between the *Client* and *Contractor* for this contract i.e. Integrated Incident Management and not for usage in a wider commercial interest,
- confirms that the MOU is not transferrable to another organisation,
- confirms that the *Contractor* or Others cannot use Airwave radio terminals unless stated therein,
- confirms that the *Contractor* or Others are not permitted to purchase Airwave radio terminals and these must be provided by the *Client*,

¹ See Section 4.2 of Reference 1 for background on the TEA2 Licence.

- confirms that any changes are managed as detailed in the “Code of Practice to the Highways England – Airwave for Service Providers – Project Sponsor”, listed in **Annex 03**.

The *Contractor* provides and maintains an effective telecommunications system in the area at all times.

To meet this requirement in “Home Office - Airwave Service Code of Practice Issue Version 5.0 - 10 Dec 15” as listed in **Annex 3**, all the *Contractor’s* Airwave users are required to have passed the Client’s BPSS process in **Annex 8**.

All the *Contractor’s* Airwave users should receive the *Client’s* approved Airwave training before usage, to ensure they correctly and safely use of the Airwave equipment and infrastructure.

One of the conditions of the TCA is that the *Client* must ensure the secure handling and use of its Airwave radio terminals by the *Contractor*, are formally documented and signed off between both parties in the MOU.

The *Contractor* liaises with the Outgoing Contractor to facilitate the safe and effective transfer of Airwave radios in accordance with “Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment (v3)” listed in **Annex 3**.

Mobile telephone communication should not be the primary method of communication, however, the *Contractor* is required to operate its own mobile phone arrangement as contingency (or backup) in the event that the Airwave radios are not working.

- 1.1.2 The *Contractor* notifies the *Service Manager* of any defective Airwave radios and/or infrastructure within five working days of the fault being identified. The Contractor complies with the repair process as described in the – ‘ISU Terminal Repair Process’, issued by the *Client* as detailed in the document “Incident Support Units Terminal Return process (v4)” listed in **Annex 3**.
- 1.1.3 The *Contractor* is liable for the cost of repair or replacement of any damaged Airwave radios that is due to negligence by the *Contractor*.
- 1.1.4 The *Contractor* safeguards the Airwave radios (including protective cases, harnesses or other means for carrying, adaption or provision of suitable PPE and earpieces).
- 1.1.5 Consumables, such as replacement aerials and batteries are a responsibility of the *Client*.
- 1.1.6 If the *Contractor* requires relocation of any fixed mobiles, docking stations or associated aerials, it gains acceptance from the *Service Manager* beforehand.
- 1.1.7 In operating and safeguarding the Airwave radios and associated equipment, the *Contractor* complies with the requirements of the airwave radio documents, listed in **Annex 3**.
- 1.1.8 The cost of authorised work, requested by the *Client* will be borne by the *Client*.

1.1.9 Failure to correctly store and use the Traka® Intelligent cabinets, lockers and associated authorised radio user database in accordance with this Annex may be treated by the *Service Manager* as the *Contractor* having substantially failed to comply with its obligations under the contract, unless it is the fault of the *Client*

1.1.10 **Guidance Documents:**

The guidance document is “Highways England - Airwave for Service Providers – Processes and Procedures v4.0”, listed in **Annex 3**.

1.1.11 **Mobilisation Duties**

The *Contractor* is required to implement the Airwave radio service in consultation with the *Client* and Outgoing Contractor during the Mobilisation Period to ensure its fully operational from the *access date*.

The *Contractor* must have the ability and resources to use the Airwave radio service from the *access date*.

The *Contractor*:

- a) undertakes a pre-planning period to confirm the means and method used to ensure delivery of the airwave communication services,
- b) appoints a Radio Terminal Custodian (RTC) and at least one Deputy RTC. The duties of the RTC and the Deputy RTC are as detailed in:
 - Highways England - Airwave for Service Providers Code of Practice Version 3.1 Dated 09th August 2017, as listed in **Annex 3**.
 - Home Office - Airwave Service Code of Practice Issue Version 5.0 - 10 Dec 15, as listed in **Annex 3**.
- c) ensures that the Airwave system and equipment is covered as part of its business continuity processes as described in the Scope,
- d) ensures that all the *Contractor's* staff appointed and authorised to use the Airwave equipment have passed the BPSS vetting process and received the *Client's* approved training to ensure the safe and proper use of the Airwave equipment; intelligent secure storage lockers / cabinets and associated infrastructure.
- e) liaises with the Outgoing Contractor to facilitate the safe and effective transfer of Airwave radios and equipment;
- f) liaises with the Outgoing Contractor to agree an inventory of Airwave terminals, base and docking stations. This inventory will be accepted by both the *Contractor* and the *Client*.
- g) demonstrates to the *Service Manager* that it has gained a full understanding of the Airwave working practices, roles, responsibilities and processes to effectively operate the Airwave radios,
- h) produces a plan to fulfil the implementation requirements and obtain acceptance by the *Service Manager*,

- i) provides procedures for escalating mobilisation issues for resolution,
- j) provides a repository of all necessary documentation to be reviewed and accepted by the *Service Manager*,
- k) liaises and registers with the *Client's* appointed service agent for the repair and maintenance of installed intelligent secure storage lockers, cabinets and associated authorised radio user database,
- l) enters into a MoU with the *Client* as described in this Annex (Appendix 1).

1.1.12 Demobilisation Duties

During the last 3 months of the Service Period, the *Contractor*, in consultation with the Incoming Contractor and the *Client* produces an Airwave radio transition plan. This plan is submitted at least 8 weeks before the end of the Service Period to the *Service Manager* for acceptance.

The *Contractor*:

- a. provides details of the migration process,
- b. provides a detailed inventory of all Airwave terminal equipment, base and docking stations. This inventory must be accepted by the *Service Manager*,
- c. undertake a risk assessment exercise relating to the Demobilisation Period process and thereafter, produce a risk mitigation plan to address any identified risks,
- d. provide estimated timescales for migration and obtain acceptance by the *Service Manager*,
- e. bears all costs incurred by the *Client* and others appointed by the *Client* for decommissioning the Airwave radios, Traka® Intelligent Cabinets and lockers and associated authorised radio user database, if the *Contractor* has not used and stored the equipment in accordance with this Annex and the MoU.

1.2 Intelligent cabinets, lockers and associated authorised radio user database

1.2.1 Traka® Intelligent cabinets, lockers and associated authorised radio user database are detailed in the Network Information are *Client* supplied equipment provided for use by the *Contractor*.

1.2.2 The *Contractor* provides safe storage and accountability of the Airwave radios and the *Client* has provided Traka® Intelligent cabinets and lockers as *Client* supplied equipment for use by the *Contractor*.

The cabinets and lockers provide safe storage and accountability of the Airwave radios and facilitates compliance with the Home Office TCA and Home Office Airwave Code of Practice.

1.2.3 The *Contractor* safeguards the Traka® Intelligent cabinets and lockers.

1.2.4 **Client's appointed Airwaves service agent**

The terms of the Home Office TEA2 license and Airwave Code of Practice requires the *Client* to have control over the issue, use and security of Airwave terminal devices. The *Client* implements a single Highways England managed and centrally hosted database, which commenced in February 2019

The *Client* has appointed Secure Technology Solutions Limited (STSL) as the appointed service agent to provide a support and maintenance service for the following:

- Traka® Intelligent cabinets and lockers installed at service depots,
- Associated authorised radio user database

STSL provide a managed maintenance service, which includes an annual service of the Traka® Intelligent cabinets and lockers as well as the provision of call-out service to repair faults. The contracted service will provide on-site support Monday to Friday between the hours of 08.00 and 17.30 hrs and includes the cost of parts & labour, but not consumables.

1.2.5 The *Contractor* provides access to installed Traka® Intelligent cabinets and lockers to the *Client's* appointed service agent for the purpose of maintenance and repair of all intelligent secure storage lockers and cabinets.

1.2.6 The *Contractor* is liable for the cost of repair or replacement of any damaged Traka® Intelligent cabinets and lockers that, in the opinion of the *Service Manager* is due to negligence by the *Contractor*.

1.2.7 **Mobilisation Duties**

The *Contractor* is required to implement the Traka® Intelligent cabinets, Lockers and associated authorised radio user database in consultation with the *Client* and Outgoing Contractor during the Mobilisation Period to ensure its fully operational from the *access date*.

The *Contractor* must have the capability and competence to use the Traka® Intelligent cabinets, lockers and associated authorised radio user database from the *access date*.

The cost of authorised work, requested by the *Client* will be borne by the *Client*.

The *Contractor*:

a) ensures that it meets the requirements for the use of the Airwave infrastructure / Traka® Intelligent cabinets and lockers and associated authorised radio user database, as detailed in the *Clients* document "Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment (v3)" as listed in **Annex 3**.

b) liaises with the Outgoing Contractor to plan and execute the effective transfer of the Traka® Intelligent cabinets, lockers and associated authorised radio user database from the Outgoing Contractor to the *Contractor* in accordance with the "Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment (v3)" as listed in **Annex 3**.

c) may be instructed by the *Client* to relocate the Traka® Intelligent cabinets, lockers,

associated authorised radio user database within the Affected Property or to an adjacent area outside the Affected Property and Service Areas. The costs associated with the relocation of any *Client* supplied equipment is borne by the *Client*.

d) liaises with the Outgoing Contractor to agree an inventory of Traka® Intelligent cabinets, lockers and associated authorised radio user database. This inventory is submitted to the *Service Manager* for acceptance at least 4 weeks before the *access date*.

e) appointed *Contractor's* RTC liaises with the Outgoing Contractor's RTC to ensure that the associated authorised radio user database is correct submits it to the *Service Manager* for acceptance at least 2 weeks before the *access date*,

f) enters into a MOU with the *Client* as described in this Annex at least 4 weeks before the *access date*.

1.2.8 **Demobilisation Duties**

The duties of the *Contractor* for the decommissioning of the Traka® Intelligent cabinets, lockers and associated authorised radio user database infrastructure are identical to those duties as described in paragraph 1.1.10.

1.2.9 **Guidance Documents:**

- Synopsis of Airwave use by Area Service Providers, as listed in **Annex 3**.
- Guidance on the Deployment of Airwave for Highways England's Service Providers (v5), as listed in **Annex 3**.
- Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment (v3), as listed in **Annex 3**.

1.3 **Portable Variable Message Signs (PVMS) and Vehicle Activated Signs (PVAS)**

1.3.1 **Portable Signs.**

The Portable Variable Message Signs (PVMS) and Portable Vehicle Activated Message Signs (PVAS) associated security systems are detailed in the Network Information and are *Client* supplied equipment provided for use by the *Contractor*.

1.3.2 The *Contractor* deploys, undertakes deployment checks, retrieves, maintains and repairs Portable Variable Message and Vehicle Activated Message Signs as detailed the Network Information as instructed by the *Service Manager*.

1.3.3 **Maintenance activities**

The *Contractor* maintains the PVMS and PVAS. The maintenance comprises the following categories of work:

- Planned periodic maintenance. The *Contractor* prepares and maintains an up to date maintenance schedule for all PVMS and PVAS. The format is to be agreed by the *Service Manager* and must be made available to the *Service Manager* upon request.

The *Contractor* will undertake all planned servicing in accordance with the manufacturers requirements.

- Repairs and modification. The *Contractor*:
 - carries out repairs as instructed by *Service Manager*,
 - arranges repairs immediately where any component part is still in warranty and reports to the *Service Manager* as soon as possible.
 - replaces or repairs any damage to the PVMS and PVAS that is due to negligence by the *Contractor*, at no cost to the *Client*,
 - advises the Client of any theft or third-party damage to the PVMS and PVAS whilst deployed will be brought to the attention of the *Service Manager*, who will then agree the course of action to be taken by the *Contractor*.
 - The *Contractor* does not make any modification or fit any equipment to the PVMS and PVMS without the prior approval of the *Service Manager*.
- Painting and preservation. The *Contractor* carries out repairs to paintwork to prevent deterioration of the PVMS and PVAS as instructed by the *Service Manager*.

1.3.3 Supply of spare parts and materials. The *Contractor*:

- supplies and fits parts as instructed by the *Service Manager*,
- establishes a stock of spare parts to ensure that critical components are available immediately, if instructed by the *Service Manager*.

1.3.4 Retention of defective components. The *Contractor*:

- retains for a period of one month for inspection by the *Service Manager* any components with a replacement value greater than £250.00 removed from PVMS and PVAS, declared by the *Contractor* as beyond economic repair,
- retains defective components where serious or repeated failure is apparent.

1.3.5 Maintenance records. The *Contractor*:

- maintains an individual service, inspection and maintenance record for each of the PVMS or PVAS. The records are returned to the *Client* at the end of the Service Period. The *Service Manager* is entitled to examine the records and request copies at any time. The records contain the following documents generated during the Service Period:

Original

- Workshop job cards,
- Service and Inspection records,
- Manufacturer's warranties, and
- Legal notices (GV9's etc).

1.3.6 Pre-use checks. The *Contractor*:

- prior to any deployment, checks that the equipment is fully functioning and operational and is in a suitable safe and roadworthy condition to be transported.

1.3.7 Deployment activities (as instructed by the *Service Manager*). The *Contractor*:

- deploys the PVMS and PVAS to a pre-agreed installation site as and when requested by the *Service Manager*,
- ensures all staff are suitably trained in the transportation, installation and removal of the PVMS and PVAS,
- provides a suitable method of transporting the PVMS and PVAS to the location.
- checks that the equipment is installed safely and is fully functioning and operational.
- may be required to provide traffic management for the deployment of the PVMS and PVAS as instructed by the *Service Manager*.

1.3.8 In deployment checks. The *Contractor*:

- attends the deployment site to ensure that the PVMS and PVAS remain in a safe and operational condition as instructed by the *Service Manager*,
- advises and agrees with the *Service Manager* any activities that need attending to during the deployment period.

1.3.9 Post-use checks. The *Contractor*:

- ensures that the PVMS and PVAS are in a safe and roadworthy condition to be transported back to the storage location,
- advises and agrees with the *Service Manager* any activities that need attending to upon return to the storage location.

1.3.10 Storage. The *Contractor*:

- stores the PVMS and PVAS within the Premises. Where appropriate the *Contractor* ensures that they are suitably covered and protected.
- ensures that the storage of the PVMS and PVAS is in a safe manner and ensures that weather conditions such as wind do not compromise the safe storage.

1.4 Clients Roadside Technology Stocks

1.4.1 The *Client* stores and supplies Client Stocks (spares and parts) which are detailed in the Roadside Technology Spares List listed in **Annex 3** for the use of the *Contractor* to maintain Roadside Technology assets.

1.4.2 The Roadside Technology Client Stocks are stored in the National Technology Logistics Centre (NTLC) and/or Roadside Technology Spares Centres and/or the Premises (if accepted by the *Service Manager*), is managed by the *Client* and prioritised by the *Service Manager*.

- 1.4.3 The Roadside Technology Spares List details the minimum and maximum levels maintained by the Roadside Technology Spares Centres and will be updated regularly by the *Service Manager*, as stock types and levels change.
- 1.4.4 The *Contractor* stores Roadside Technology Client's Stocks, including test equipment in accordance with the requirements of MCH 2538 - Stock Management Operating Procedures as listed in **Annex 3**.

1.5 Other Client Stocks

- 1.5.1 Other *Client* Stocks listed in the Network Information Section 3.2

Appendix 1 – Airwave Memorandum of Understanding

Document listed in **Annex 3**