



DEVON &  
SOMERSET  
FIRE & RESCUE SERVICE

# Schedule 5 Framework Contract Management

Version 2

NFCC Emergency Response Vehicle  
Framework

DS478-24

## Framework Level Contract Management Overview

1.1 The Framework Team are committed to contract management at a framework level. The following table shows the minimum expected from each action from the NPPS:

NPPS Missions	Focus	Action	Related Sustainable Development Goals
<b>Make Britain a clean energy superpower</b>	Reduce CO2 emissions	<p>Develop, implement and maintain a Carbon Reduction Plan that includes a net zero carbon target and year on year carbon reduction targets (as a percentage). The plan shall be reviewed and updated no less frequent than annually.</p> <p>The plan shall concentrate on the organisations scope 1 and 2 emissions, but the organisation may optionally include their scope 3 emissions.</p>	SDG13 – Climate Action
	Ensure responsible waste management	<p>Implement and maintain a Waste Reduction and Management Plan that applies the Waste Hierarchy and aims to reduce its organisations waste, reduce the percentage of waste going to landfill and use resources more efficiently.</p> <p>The plan shall be reviewed and updated no less frequently than annually. The Supplier shall report the impact on the organisations waste as a result of the plan on an annual basis.</p>	SDG13 – Climate Action
<b>Kickstart economic growth</b>	Support SMEs	<p>Consider your supply chain and the percentage of SMEs and the level of business you conduct.</p> <p>Develop, implement and maintain a plan of how to support SMEs through the Framework.</p>	SDG11 – Sustainable Cities and Communities
	Protect and mitigate against modern slavery	<p>Implement and maintain a modern slavery policy that is reviewed and updated no less frequently than annually.</p> <p>To provide evidence of how the Supplier ensures that modern slavery isn't happening in their</p>	SDG1 – No Poverty

		workplace or throughout the supply chain.  For suppliers with under £36 million turnover, you must complete the <a href="#">Modern Slavery Toolkit</a> and share the results with the Framework Owners with any improvements required.	
<b>Breaking down barriers to opportunity</b>	Addressing the skill gaps and facilitating access to training and other development opportunities	To provide evidence of how the Supplier addresses the skill gaps and the number and type of training opportunities.	SDG10 – Reduced Inequalities
<b>Take back our streets</b>	Encouraging suppliers to recruit from groups that struggle to access employment opportunities	To provide evidence of how you recruit from groups that struggle to access employment.	SDG10 – Reduced Inequalities

## Key Performance Indicators and Service Level Agreement

- 2.1 The performance of the awarded suppliers will be monitored throughout the life of the Open Framework as detailed in this section. The Suppliers will submit their KPI report to the Framework Team at least 6 monthly using Schedule 1 – KPI Report.
- 2.2 Following the return of the KPI reports in the format of Schedule 1 - Key Performance Indicator Report, the data will be reviewed, and the following data will be published to FRSs to ensure compliance with the Framework:
- Carbon Reduction progress
  - Waste Reduction progress
  - Modern Slavery Statement in place
  - Insurances in place
  - Business Continuity and Disaster Recovery in place
  - Health and Safety policy in place
- 2.3 For Call-Off Contracts, the Contracting Authority shall monitor the performance of the suppliers that has been awarded the Call-Off Contract. The contract performance will be carried out in accordance with Appendix 3 – Call Off Terms under Annex C.

### Background Information

- 2.4 This Framework has been established to provide UK Fire and Rescue Emergency Response Vehicles, commonly known as Pumping Appliances, Aerial Appliances and/or Special Vehicles and Vehicle Disposal.

- 2.5 The term of the Framework shall be in accordance with Schedule 3 - Framework Award Form under sections 6 – 8.
- 2.6 The Framework Terms and Conditions state notices shall be delivered to address found for either party in Schedule 3 – Framework Award Form in accordance with clause 32 of the Framework Terms & Conditions.

### **Summary of Goods and Services**

- 2.7 The Goods and Services available via this Framework and requirements set by the Framework are detailed within the Invitation to Tender and in the Contractors tender submission.
- 2.8 Contracting Authorities may specify further additional requirements to those set by the Framework as part of their Call-Off Contract.
- 2.9 The requirements stipulated within the Framework and by the Contracting Authority shall apply to any resulting Call-Off Contracts.
- 2.10 The Goods and/or Services may require delivery to anywhere within England, Wales, Scotland or Northern Ireland. The Contracting Authority shall confirm the delivery location and/or Premises in their Call-Off Contract.

### **Summary of the Parties' responsibilities**

- 2.11 The Supplier shall be responsible:
- for providing high quality goods and cost effective, efficient, professional services, complying with all legal requirements including Health and Safety legislation, whilst considering and mitigating the impact of their operations on the environment.
  - for the supply of staff as may be required for the provision of the Goods and Services and the administration relating thereto.
  - for appointing a person to be responsible for the provision of the Goods and Services, providing the Authority with the names and contact details of that person and of the person(s) who will deputise for such person in their absence and for keeping such information complete and up to date.
  - for providing the Authority with details, updated as necessary, of those personnel nominated to provide the Goods and Services, including names, responsibilities, qualifications and training, as well as confirmation of satisfactory completion of full background checks.
  - for compliance with all statutory provisions or regulations relating to the provision of the Goods and Services.
  - for providing the Authority with copies of all relevant documentation to demonstrate that the Goods comply with the prevailing Standards throughout the Term of the Framework
  - for notifying the Authority promptly of any issue that does or could prevent or hinder the Supplier in the performance of the Framework or where the Supplier becomes aware of any failure on its part to perform all or part of the Framework.

- for the keeping and maintaining of books of account relating to the provision of the Goods and Services including records for VAT and audit purposes.
- for providing sufficient supporting documentation to accompany Rebates to enable the Authority to have a clear understanding of all charges associated with the provision of the Goods and Services.
- for providing accurate and timely management information (Key Performance Indicator report) to enable performance measurement against the Key Performance Indicators.
- ensure that a Disaster Recovery Plan, acceptable to the Authority, is in place for its own organisation, premises and operations.
- ensure that Business Continuity Plans, acceptable to the Authority, are in place to ensure the continued supply of the Goods and Services to the Contracting Authorities.
- provide the Authority and/or Contracting Authority, on request, with a copy of its Disaster Recovery and Business Continuity Plans.

2.12 The Authority shall;

- appoint a Supervising Officer, shall promptly notify the Supplier of their identity and full contact details of such person and shall notify the Supplier of all others authorised to act on behalf of or in place of the Supervising Officer.
- proactively engage with the Supplier in monitoring the performance of the Framework and the Supplier.
- provide support and guidance to Contracting Authorities to enable them to access the Framework and complete the relevant Ordering Procedure.

### **Monitoring Schedule - General**

2.13 The Authority may monitor the performance of the Supplier by any means, which are practical and reasonable, including their financial status through the use of credit checks and any other means.

2.14 The Framework shall be monitored against this Service Level Agreement incorporating Key Performance Indicators and key performance targets, as agreed between the Supplier and the Authority. The Authority is not required to publish the Framework level KPIs under a Contract Performance Notice.

2.15 Performance will be managed in two, inter-linked ways:

- At the Framework level by the Authority
- At a Call-Off Contract level by the Contracting Authority receiving the Goods and/or Services.

2.16 Any performance issues, non-compliances or failure against a Call-Off Contract shall be managed by the Contracting Authority receiving the Goods and Services but may be escalated to the Authority as necessary.

2.17 The objectives of performance management at a Framework level are to ensure that:

- the Suppliers remain capable of providing the Goods and Services available through the Framework;
- the Suppliers remain credible and financially stable;
- Contracting Authorities are receiving sufficient competition and value for money through this Framework;
- the Supplier remains committed to social value initiatives, targets and commitments.

### **Framework Management Meetings**

- 2.18 The Parties shall meet regularly to discuss their respective levels of satisfaction in respect of the Framework and to agree any changes necessary to address areas of dissatisfaction.
- 2.19 The Supplier shall ensure that a suitable member of the Supplier's personnel attends monitoring meetings, together with such other meetings as are reasonably required by the Authority in relation to the performance of the Supplier under the Framework.
- 2.20 Framework management meetings will take place at a least every 12 months. Please note the frequency can be amended as required.
- 2.21 Framework management meetings will take place at least every 12 months. Please note the frequency can be amended as required.
- 2.22 The framework management meetings will have a set agenda including but not limited to:
- KPI review.
  - Checks on compliance e.g. insurance, policies etc.
  - Feedback on the framework
- 2.23 Should the most appropriate member of the Supplier's staff be unable to attend the meeting, then a suitable replacement of equivalent status shall be fully briefed and shall attend on his behalf.
- 2.24 The Supplier is responsible for providing statistical information as required by the Authority. The exact format of the statistics and the information and level of detail required to be included in it shall be that reasonably specified from time to time by the Supervising Officer and shall be provided within such timescale as the Supervising Officer may reasonably specify. The Supervising Officer may vary this from time to time as the need arises.
- 2.25 The location of the meetings may be remote/electronic, at a Fire and Rescue Service premises or at the Supplier's premises.

### **Complaints Procedure**

- 2.26 The Supplier shall ensure provision of a procedure that will allow a fast and effective resolution of any problems encountered under the Framework. This could be attained through direct daily contact with the local staff, senior management and regular framework management meetings, as appropriate.

- 2.27 The Supplier shall maintain a log of complaints detailing;
- (a) time and date of receipt of complaint and sufficient details to allow the Authority's Supervising Officer to determine to nature of the complaint, location and person who has raised the complaint
  - (b) time at which the complaint was resolved
  - (c) results of investigations
  - (d) actions taken (if any) to remedy the defects
  - (e) responses to the person raising the complaint, including time at which response given to complainant.

### **Key Performance Indicators**

- 2.28 Key Performance Indicators and key performance targets are attached in Annex 1 within this document.
- 2.29 The Key Performance Indicators and key performance targets set out in Annex 1 will apply in respect of the performance by the Supplier of the Goods and/or Services.

## Annex 1 – Key Performance Indicators and Key Performance Targets

Item	Target	Method of measurement	Frequency of measurement	Measured and reviewed by:	KPI failure
Contract Management	Accurate notification of all Goods and/or Services ordered via the Framework as included in Schedule 1 – KPI Report.	Six Monthly Key Performance Indicator Report	Six Monthly	Supplier and the Authority	Failure to accurately record and report all Goods and / or Services ordered via the Framework on two or more occasions within a twelve-month period
Further Competitions	Supplier responds to all Further Competitions (they are invited to) by the deadline. Supplier to provide Contracting Authority with suitable justification prior to the deadline, should they not submit a tender.	Six Monthly Key Performance Indicator Report	Six Monthly	Supplier and the Authority	Failure to respond to two or more Further Competitions (or provide suitable justification) within a twelve-month period
Social Value - Carbon Reduction Plan	<ul style="list-style-type: none"> <li>• Calculation of organisations scope 1 and 2 emissions by [enter date supplier commits to within their response to the assessment question]</li> <li>• Implementation of Carbon Reduction Plan by (to include the organisations scope one and two emissions and a net zero carbon target) [enter date supplier commits to within their response to the assessment question]</li> </ul>	Contractors Carbon Reduction Plan	<ul style="list-style-type: none"> <li>• Calculation of scope 1 and 2 emissions by [date to be agreed]</li> <li>• Implement Carbon Reduction Plan by [date]</li> </ul>	Supplier and the Authority	Failure to provide within the timescales

	<ul style="list-style-type: none"> <li>• Provision of annually updated Carbon Reduction Plan</li> <li>• Provision of annual reporting data to demonstrate the reduction in the organisations carbon footprint i.e. measuring actual reductions against the targets committed to within the organisations Carbon Reduction Plan</li> </ul>		<ul style="list-style-type: none"> <li>• Annually updated Carbon Reduction Plan</li> <li>• Annual reporting data</li> </ul>		
Social Value - Waste Reduction and Management Plan	<ul style="list-style-type: none"> <li>• Implementation of Waste Reduction and Management Plan that applies the Waste Hierarchy by [enter date supplier commits to within their response to the assessment question]</li> <li>• Provision of annually updated Waste Reduction and Management Plan</li> <li>• Provision of annual reporting data to demonstrate the reduction in the organisations waste i.e. measuring actual reductions against the targets committed to within the organisations Waste Reduction and Management Plan</li> </ul>	Contractors Waste Reduction and Management Plan	<ul style="list-style-type: none"> <li>• Implement Waste Reduction and Management Plan by [date to be agreed]</li> <li>• Annually updated Waste Reduction and Management Plan</li> <li>• Annual reporting data</li> </ul>	Supplier and the Authority	Failure to provide within the timescales
Social Value – Supply Chain	Annual update/report on your supply chain and what percentage supports SMEs through the Framework.	Contractors Annual Report	Annually	Supplier and the Authority	Failure to provide within the timescales

	The Supplier will develop, implement and maintain a plan of how to support SMEs through the Framework.				
Social Value – Modern Slavery	<p>Implement and maintain a modern slavery policy that is reviewed and updated no less frequently than annually.</p> <p>To provide evidence of how the Supplier ensures that modern slavery isn't happening in their workplace or throughout the supply chain.</p>	Contractors Annual Report	<ul style="list-style-type: none"> <li>• Implement Modern Slavery policy by [date]</li> <li>• Evidence</li> <li>• Annually updated</li> <li>• Annual reporting data</li> </ul>	Supplier and the Authority	Failure to provide within the timescales
Business Continuity and Disaster Recovery Plan	Provision of updated Business Continuity and Disaster Recovery Plan	Suppliers Business Continuity and Disaster Recovery Plan	Annually (or within 3 months of an event which invoked the plan)	Supplier and the Authority	Failure to provide within the timescales
Insurance	Provision of renewed insurance policies to the required levels of the Framework Agreement	Suppliers Insurance documentation	Annually and prior to the expiry of the previous year's insurance	Supplier and the Authority	Failure to provide within the timescales
Financial Accounts	Provision of latest set of Contractors financial accounts	Suppliers Financial Accounts	Annually and within 1 month of being approved	The Authority	Failure to provide within the timescales

## Rebate

### Paying the rebate

- 2.30 The rebate is inclusive of VAT which is payable on provision of a valid VAT invoice.
- 2.31 If the four stage payment option is used by the Contracting Authority, for rebate purposes, the rebate will be calculated and payment requested upon delivery of the vehicle to the Contracting Authority.
- 2.32 The Supplier shall pay the Authority, the rebate in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

### What happens if the rebate is not paid?

- 2.33 Payment of undisputed and valid Authority invoices should be completed within 30 days. The Authority may take action on outstanding invoices by:
  - 2.33.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;
  - 2.33.2 charging statutory interest and charges on overdue invoice, as per the Late Payment of Commercial Debts (Interest) Act 1998;
  - 2.33.3 suspending the supplier from the framework until such time that overdue invoices are paid; and/or
  - 2.33.4 terminate this contract.

### What happens if the Management Information is wrong?

- 2.34 If the Supplier or the Authority identify error(s) and/or omission(s) in historic MI reports(s), the Supplier must provide corrected MI report(s) to the Authority on or before the date when the next MI report is due. Corrections may be either in the form of an addendum to the next MI submission or a resubmission of existing historic returns, at the discretion of the Authority.
- 2.35 If the Supplier fails to provide the corrected MI report(s) by the next MI report due date, then the Authority may issue a reminder to the Supplier and require the Supplier to correctly complete the MI report. The Supplier shall rectify any deficient or incomplete MI report as soon as possible and not more than 5 working days following receipt of any such reminder.
- 2.36 After any such reminder and the Supplier still failing to provide the MI report, the Authority may request for the Supplier to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority. If the Authority requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.
- 2.37 If the Supplier still fails to provide the MI report after the reminder, meeting and/or Rectification Plan, then it is deemed that the Supplier has not provided two reports in a 12 month period and clause 2.38 is applied.

## **What happens if the Management Information Reports are not provided?**

- 2.38 If two MI reports are not provided to the Authority in any 12-month period then an MI default shall be deemed to have occurred, and the Authority shall be entitled to:
- 2.38.1 suspend the Supplier from the Framework until such time that deficient MI report(s) are rectified; and/or
  - 2.38.2 terminate the Contract with the Supplier under the Framework.

## **Framework Variation Procedure**

- 2.39 The Framework Variation Procedure details the scope of the variations permitted under the Framework and the process to be followed as detailed in Schedule 4 – Framework Terms and Conditions under Section 1. The Variation Form template is provided within Appendix 3, Annex A - Framework Variation Procedure.

## **Framework Modifications**

- 2.40 The following framework modifications may take place during the life of the framework and any subsequent frameworks:
- Non-substantial
  - Provided for in the contract
  - Materialisation of a known risk – as detailed in Section 3 of this document.
  - Unforeseeable circumstances
  - Additional goods, services or work.
- 2.41 If any of the framework modifications apply during the life of the Framework, the Authority will publish a contract change notice.