

## **Schedule 1: Specification (Statement of Requirements (SOR))**

Technical & Quality Standards  
Service Level Agreement (SLA)

### **For the Provision of Mobile Preliminary Roads Drugs Testing Devices (MPRDTD)**



## Document Control

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## Schedule 1: Statement of Requirements (SOR) Technical & Quality Standards:

### 1. Introduction

Outlined within Schedule 1 is the Statement of Requirements along with the Service Level Agreement (SLA) and the Technical and Quality Standards (Annex 1 and Annex 2) that support the manufacture, delivery and regulatory requirements for the Mobile Preliminary Roads Drugs Testing Devices (**MPRDTD**) “Powered” and “Unpowered” to be used by the Contracting Authorities purchasing from this DPS Framework.

This document will provide Suppliers who wish to participate in this Dynamic Purchasing System (DPS), with up to date and detailed information to ensure all products procured by the Contracting Authorities meet and provide a high quality, regulated service, from the initial order to on-time delivery at the final destination, and includes requirements to meet the safety standards, ease of use by the operators along with the safety and comfort for the end user.

There can be no changes to Technical and Quality Standards outlined in Annex 1 and Annex 2 unless agreed in writing by the Police Powers Unit, Home Office, Fry Building 2 Marsham Street, SWIP 4DF

#### Key Documents to Read

The full list of key documents for the DPS are listed in the **Invitation to Participate (ITP)**

All the documents are available on the e.Tendering Portal to download.

<https://bluelight.eu-supply.com>

The outcome of any subsequent Call-Off Contracts is for the Contracting Authority to work with qualified Suppliers who fully support the aims and ambitions of the National Police Chiefs' Council (NPCC) with regards to the Roads Policing Strategy: making roads safer for the community

## 2. Schedule 1: Technical and Quality Standards Annex 1: Annex 2

The DPS Framework is for Mobile Preliminary Roads Drug Testing Devices (MPRDTD), their associated consumables, equipment, and accessories (Goods).

The device can be either:

LOT 1 Unpowered MPRDTD single use disposable test cartridges.

LOT 2 Powered MPRDTD re-usable handheld devices with cartridges

Both are used to detect the presence of a specified drug or drug group in a sample of saliva and to provide an indication of the presence of the target drugs. The drug test can be administered either at the roadside or in hospital or at a police custody station or elsewhere.

Also included in scope is the offer of training & technical support on the MPRDTD and where required under the specific LOT 2 any annual maintenance service on re-usable handheld devices (equipment) provided along with any periodic calibration tests and any repair services on equipment that is advised. (Services)

The drug test device must be a type approved by the Secretary of State for obtaining an indication a person has one or other or both target drugs in their body offences under Section 5A of the Road Traffic Act 1988

If the result is positive, the suspect can be arrested, and an evidential specimen of blood can be taken at a police station.

## 3. Mandatory: Target Drugs

The Suppliers devices therefore must be able to detect the following target drugs currently specified under the Road Traffic Act 1988:

- Delta-9-tetrahydrocannabinol (the main active ingredient of cannabis)
- Cocaine.

Where the Supplier cannot provide the Drug Testing Devices to those target drugs, they will leave the procurement process.

Note: Fifteen other drugs are specified, with associated limits, under the Road Traffic Act 1988. These are not currently required as target drugs and their addition to the target drug list would require approval by the Home Office. Changes in the legislation would be required before further drugs not already specified under the Road Traffic Act 1988 can be added.

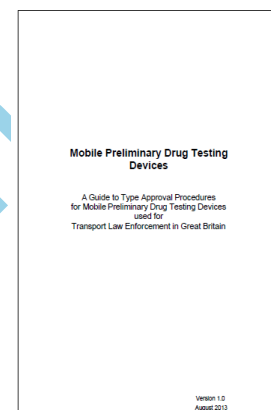
See Annex 1 for more details on the drugs

## 4. Mandatory: Home Office Type Approval

Supplier's device must have Home Office Type Approval for police use in Great Britain.

### Annex 1 Mobile Preliminary Roads Drug Testing Devices

The purpose of this document is to define requirements for the construction and performance of Mobile Preliminary Drug Testing Devices. The guidance document was produced by the Home Office. The Defence Science and Technology Laboratory (Dstl) are the current Home Office nominated laboratory for type approval.



### Annex 2 Update to ISO Standards

This Annex 2 is a quick update and reference guide to the standards Suppliers.

Suppliers will be asked to self-certify they have Home Office Type Approval which includes the target drugs stated above.

Where the Supplier does not have the Home Office Type Approval, they will leave the procurement process at that point.

## 5. Changes to Law or Government Policy

Legal and technological changes may render parts of these Technical and Quality Standards outlined in Annex 1 as obsolete. The Home Office as the Type Approval Authority reserves the right to revise the Technical and Quality Standards accordingly. In that case a revised Guide will be published but the change may be introduced prior to such publication.

Over the life of the framework the range of substances required for testing may be expanded or changed by the Authority/Home Office in response to any changes in patterns of misuse, Government Policy and Legislation.

Any such changes in the range of substances required would follow the Dstl process to gain Type Approval and would be verified accordingly.

Where there is a changes in Legislation such as but not limited to; Road Traffic Act 1988 and or Government Policy that is directly related to this DPS Framework and the specifications and requirements of the goods or services, these changes will apply and will be updated to the DPS Framework Schedule 1: Statement of Requirements (SOR) Technical and Quality Standards, during the life of the DPS Framework. (Schedule 4 Call-Off T&C Clause 18 Change Management Variation)

## 6. Applying for Home Office Type Approval

If a manufacturer has a suitable product, they can request the Home Office consider it for Type Approval, which will include testing and assessment by Dstl. This is applicable for both new devices and modification to already Type Approved devices.

Annex 3 Home Office Type Approval Process. Outlines the process involved and the contact details.

Where a Supplier/manufacturer gains the Home Office Type Approval, they can then complete a Standard Selection Questionnaire (SSQ) and apply to join the DPS for the Provision of Mobile Preliminary Roads Drug Testing Devices and undergo the SSQ evaluation.

Draft Document

## Schedule 1 : Service Level Agreement (SLA)

Any specifics within these Service Levels may be selected at any time to become Key Performance Indicators to be reviewed on a quarterly bases at either Local Call-Off management meetings or National DPS Management Meetings.

Management information shall be supplied to the Contracting Authority which specifies the performance of product delivery and quality against each participant. Performance Measures must include but not be limited to those outlined under Key Performance Indicators (KPI)

### 7. The Goods

- 7.1. The “Goods” include the drug testing devices, their associated consumables, equipment and accessories. The device can be either re-usable handheld devices with cartridges or single use disposable test cartridges designed to detect the presence of a specified drug or drug group in a sample of saliva and to provide an indication of the presence of one or more of the target drugs. (see Annex 1)
- 7.2. The Supplier acknowledges that the Contracting Authority relies on the skill and judgement of the Supplier in the supply of the Goods & Services and the performance of its obligations under the Call-Off Contract.

### 8. Quality Assurance

- 8.1. The Supplier shall ensure that the devices supplied to the Contracting Authority for use by the police officers either when new or after factory servicing, that they comply and meet the standards detailed in Schedule 1: Annex 1
- 8.2. The Supplier to ensure the goods are provided free from defect and fit for purpose intended.
- 8.3. The Supplier(s) shall ensure that the calibration of re-usable devices is stable for at least 6 months and is therefore checked every six months. A Calibration Certificate shall be issued to the Contracting Authority.
- 8.4. The Supplier(s) of single-use cartridges for the detection and measurement of the target drug shall be supplied in numbered batches. Each batch delivered to a Contracting Authority shall be accompanied by a Quality Control Report, issued by a suitable accredited or certified laboratory, confirming the cartridges in the batch meet the requirements outlined within Annex 1



## 9. Delivery of Goods

- 9.1. The Supplier(s) will supply and deliver, in a flexible way that reflects value for money to the Contracting Authority, all materials necessary for the collection of the sample and operation of the device to undertake the drug testing.
- 9.2. The Supplier(s) will be delivered within 5 working days of point of order.
- 9.3. Deliveries shall be made to the Contracting Authority during normal office hours between 9am – 5pm. Or as specified within the Specific Requirements set out by each Contracting Authority.
- 9.4. The Supplier must ensure that outer packaging used to transport devices.
  - 9.4.1. Is such that damage in transit is minimised.
  - 9.4.2. Is of safe manual handling weight.
  - 9.4.3. Minimum 70% of packaging is made up from recycled materials.
  - 9.4.4. The percentage of outer packaging is over 70% recyclable after use
- 9.5. Delivery shall include the unloading, stacking of the Goods or installation of a Device by the Supplier's staff or the Suppliers carriers at such place as the Contracting Authority or duly authorised person shall reasonably direct.

*Schedule 4 Call-Off Contract Terms & Conditions Clause 1:2:3*

## 10. Suppliers Staff on Police Premises

- 10.1. The Supplier shall comply with all reasonable security requirements of the Contracting Authority while on the Contracting Authority's Premises and shall ensure that all their staff and sub-contracted delivery or maintenance, service staff comply with such requirements.
- 10.2. The Supplier shall comply with all reasonable Health & Safety requirements of the Contracting Authority while on the Contracting Authority's Premises and shall ensure that all their staff and sub-contracted delivery or maintenance, service staff comply with such requirements
- 10.3. The Supplier shall comply with NPCC security vetting of any staff or sub-contractors staff who have access to police premises, police staff and police systems.

## 11. Damaged & Maintenance & Repair (Service)

- 11.1. Following a report to the Supplier of a problem with the devices the Supplier will acknowledge the issue raised within 24 hours of receiving the report from the Contracting Authority.
- 11.2. Annual Maintenance Services for any Drug Testing Device equipment purchased by the Contracting Authority
- 11.3. Repair of any Drug Testing Device equipment purchased by the Contracting Authority which is in warranty

*Schedule 4 Call-Off Contract Terms & Conditions Clause 3*

## 12. Training Support (Service)

- 12.1. The Supplier(s) will provide the necessary means to provide training to operators (users) on the operational use of the MPRDTD. Proposals can include training sessions over a video call service decided by the Contracting Authority, such as TEAMS, or delivered on request as workshops for train the trainers on police premises, to support cascade training for the Contracting Authority. Such training events to be at sites across England and Wales.
- 12.2. Also, to provide other methods that will facilitate cost-effective onward training for Contracting Authorities operators (users): e.g., Training Manuals & User Guides (literature) and video clips.
- 12.3. Training Manuals and User Guides should be available in English and Welsh language.

*Schedule 4 Call-Off Contract Terms & Conditions Clause 4*

## 13. Customer & Technical Service Support

- 13.1. The Supplier(s) must provide Customer Service Support between the hours of 9am and 5pm Monday to Friday excluding Bank holidays. This can be by email and/or phone and ensure all calls/emails are acknowledged and where possible, solved within 24 hours of the call/email being made with any more complex issues completed within 3 working days of the original enquiry.
- 13.2. The Supplier(s) will provide Technical Support for their products, between the hours of 9am and 5pm Monday to Friday excluding Bank holidays. The expectation is to ensure Technical Support calls are acknowledged within the hour and where possible over phone or email are solved within 24 hours to allow a Force to continue operationally. With more complex technical issues resolved within 7 working days
- 13.3. The Contracting Authority may explore technical support options outside of these hours and response times within their Specific Requirements (SR) at ITT stage.
- 13.4. Instruction Manuals on the use of test kits must be made available in English and Welsh language and ideally be available in both hard copies and soft electronic copies as the Contracting Authority requests

## 14. Sub-Contracting

- 14.1. There is no expectation that the provision of this service warrants any sub-contractors. *Schedule 4 Call Off Contract T&C Clause 25*
- 14.2. Unless agreed otherwise, in writing, where Sub-Contractors are to be used, the Authority/Contracting Authorities will deal directly only with the Prime Supplier awarded under any Call-Off Contract who shall be responsible for the liaison with and control of, all Sub-Contractors.
- 14.3. In addition, Suppliers shall acceptance full prime Supplier responsibility for all products and services to be provided under the DPS Framework Agreement. *Schedule 4 Call-Off Contract Terms & Conditions Clause 25*

## 15. Purchase Orders & Invoices

- 15.1. A Purchase Order will be issued by the Contracting Authority, using their own purchase systems, in respect of any goods/service to be supplied under the Call-Off Contract. The Purchase Orders must clearly state all the information inclusive of call off volumes, prices and delivery addresses.
- 15.2. A Contracting Authority can express on their Purchase Order the quantity of goods to be called off as and when required, to be delivered by the Supplier and paid for as and when received following agreed monthly invoice terms.
- 15.3. A Supplier shall only be entitled to invoice for Goods/services covered by a valid Purchase Order and delivered to the Contracting Authority.
- 15.4. The Suppliers Invoice must quote a Purchase Order Number and any other information deemed as essential by the Contracting Authority.

## 16. Prices

- 16.1. All prices shall be in pounds Sterling and shall be inclusive of any import duties, customs fees and transport charges. VAT to be shown separately.
- 16.2. Baseline Charges – Catalogue Price List, must be submitted as part of applying to join the DPS along with the SSQ Application. Baseline Charges are unit prices or hourly prices for all the Goods and Services as appropriate to the LOT.
- 16.3. Baseline Charges Catalogue Price List is not evaluated at the SSQ stage, but is to be used as a not to exceed price at the ITT Stage
- 16.4. At the ITT Stage the Supplier will submit their best price, for the respective Mini-Competition and resulting Call-Off Contract.

*Schedule 4 Call-Off Contract Terms & Conditions Clause 8*

## 17. Verification of Drug Testing Devices

- 17.1. The Authority and Contracting Authority reserves the right to undertake field trials of the drug devices at the ITT evaluation stage prior to award of any Call-Off Contract.
- 17.2. For an ITT field trials requested by Contracting Authority the Supplier (Manufacturer) are expected to provide, sufficient equipment and consumable items for those field trials. This equipment and consumables shall be provided at no cost to the Contracting Authority.

## 18. Stock Management & Warranty

- 18.1. The Supplier(s) will put in place a stock management system which maximises efficiency of stock usage and minimises waste.
- 18.2. The Supplier(s) will be required to keep sufficient supply capability in place to meet all the Contracting Authority's needs.
- 18.3. The Supplier(s) to maintain minimum stock levels in place to meet the demand and inform the Contracting Authority and The Authority where stock levels fall beneath the minimum level and there is a risk to the continuation of supply.
- 18.4. All stock delivered to the Contracting Authorities nominated delivery addresses shall have a shelf-life of not less than 12 months from date of delivery and have clearly labelled batch numbers.
- 18.5. All equipment within the device and consumables required, must carry a minimum manufacturer's warranty of at least twelve months from date of delivery.
- 18.6. The Supplier(s) will specify on the packaging of the Drug Device and all associated consumables, the recommended storage conditions including, but not limited to, temperature and use-by date.
- 18.7. All Goods stored and to be delivered are to be protected from any form of moisture or water ingress and as such should be packed and stored in regulated environments to ensure all deliver consignments do not arrive at the final destination in a wet condition.
- 18.8. A batch may be rejected for some or all of the following reasons:
  - 18.8.1. Damaged stock including outer cartons, inner boxes or kit components.
  - 18.8.2. Opened packaging or missing product/ kit components.
  - 18.8.3. Packaging damaged by water or showing signs of water ingress.
  - 18.8.4. Contaminated Product. E.g presence of foreign objects or dirt marks.
  - 18.8.5. Incorrect labelling that risks inability to provide end-to-end traceability.
  - 18.8.6. Expired product.
- 18.9. This is not exclusive or exhausted list and where an issue is determined and reported to the Supplier, the Contracting Authority will follow the process as outlined in Schedule 4 T&C Clause 3 Inspection, Rejection and Recall of the Goods.
- 18.10. It is not possible to forecast the total annual volume of drug testing to be conducted by the Contracting Authorities. However, where the Contracting Authority becomes aware of a future increase in demand, they will endeavour to inform the Supplier(s) with as much notice as is practicable to enable manufacturers production planning
- 18.11. Disposal and End of Life. The supplier is to work towards devices and consumables to be recyclable following all appropriate codes of practice and WEEE Regulations as appropriate for end of life.

*Schedule 4 Call-Off Contract Terms & Conditions Clause 9*

## 19. Environmental Procurement

- 19.1. The Contracting Authorities understand the importance of Environmental Strategies which includes the promotion of environmentally sensitive procurement arrangements within their contracts. The purchase (and disposal) of all goods and acquired by the Contracting Authorities shall therefore be fit for purpose and the manufacture, transport, use and disposal shall have minimal impact on the environment, wherever possible.
- 19.2. The Suppliers should consider how their products/services and their supply chain meet environmental aims and particular reference should be given but not limited to the following:-
- 19.2.1. reduction in the consumption of resources such as energy and water
  - 19.2.2. reduction in the level of harmful emissions into the atmosphere
  - 19.2.3. products that the Supplier will recycle at the end of their useful life
  - 19.2.4. reduction of packaging used and
  - 19.2.5. packaging materials used to contain at least 30% recycled plastics
  - 19.2.6. the ability to recycle as much waste packaging material as possible
  - 19.2.7. continuous review of products with a view to sustainability
  - 19.2.8. the use of energy efficient vehicles for delivery
  - 19.2.9. timber products purchased from sustainable and legal sources
  - 19.2.10. the lifetime cost of ownership.
- 19.3. The avoidance of
- 19.3.1. Products/equipment contain/using ozone depleting substances such as CFCs and HCFCs.
  - 19.3.2. Products/equipment contain/using/manufactured with substances with a high global warming potential such as HFCs, PFCs, methane etc;
  - 19.3.3. products containing toxic substances such as mercury etc.
- Schedule 3, clause 1 and 3 and Schedule 4 Call-Off Contract Terms & Conditions Clause 17*
- 19.4. The adoption of Modern Slavery Act 2015, either where thresholds are met or in principle where the Supplier(s) are below the turnover threshold of £36m. To maintain vigilance over the supply chain and raise concern to any incidents of poor practices which fall under the Modern Slavery Act 2015.

## 20. Performance Monitoring (KPI) (Service Levels)

- 20.1. Suppliers awarded a Call-Off Contract will take part in Performance Monitoring of the Service provided and follow the Key Performance Indicators as outlined in the table below.
- 20.2. These KPIs may be amended from time to time at National Strategic Meetings and with agreement of the Suppliers.
- 20.3. The Contracting Authority in conjunction with the supplier may add Specific KPIs for their respective Call-Off Contracts.

| Ref | Category              | Criteria  | Performance Measured                     | Method                    |
|-----|-----------------------|---|--|---------------------------|
| 1   | Contract Delivery     | Goods Received on Time. From the point the supplier receives the order to the point the Contracting Authority signs for the delivery. | ≤ 10 working days<br>95%                 | MI Report                 |
| 2   | Contract Delivery     | Urgent Requests for Goods   | ≤ 2 working days<br>(95%)                | MI Report                 |
| 3   | Quality               | No. of goods returned due to damage in transit  | <5%                                      | MI Report                 |
| 4   | Quality               | No. of goods returned due to quality issue  | <5%                                      | MI Report                 |
| 5   | Quality               | Batch Test Certificate (QA) Completed & Accurate giving assurance   | 99.9%                                    | Certificate               |
| 6   | Performance           | Quality issues alerted proactively and sorted within agreed timescales dependent on the incident                                      | 98%                                      | MI Report                 |
| 7   | Performance           | MI Reports received as agreed; Monthly or Quarterly or Annually   | 100%                                     | MI Report                 |
| 8   | Social Value (people) | Total number of justifiable complaints against the service or product, resolved within 5 days   | 95%                                      | MI Report, Feedback Staff |
| 9   | Social Value (people) | Courtesy, Politeness, Respect, and consideration of others  | +/- and feedback. Resolved within 5 days | Feedback Staff            |
| 10  | Social Value (people) | Number of queries raised and dealt with within 3 days   | 95%                                      | MI Report                 |
| 11  | Economic              | Percentage of Invoicing process & accuracy  | 95%                                      | MI Report                 |

## 21. Management Information (MI)

- 21.1. Management information (MI) Reports shall be provided to the Authority by the Supplier which will confirm the **national performance** and the quality of the service delivered. (National)
- 21.2. Management Information (MI) Reports shall be provided to the Contracting Authority(s) focusing on their Force or Region as requested of the Supplier(s). (Local MI Reports)
- 21.3. The following are examples of MI Reports to be available both at a National level for the Authority and at a Local Level by the Contracting Authority and or their region or consortium as requested. This listing is not intended to be an exhausted listing:

| REF    | Title                         | Description   | Format options to be available |
|--------|-------------------------------|---|--------------------------------|
| MI-001 | Spend & Quantity              | Spend and Quantity of products, issued date and delivered date, to the Contracting Authority(s) under the DPS Framework. (National) (Local) | excel                          |
| MI-002 | KPI Status Report             | MI reports on the status of the KPI directly relating to the performance of the supplier under the DPS Framework. (National) (Local)        | excel/word/ppt                 |
| MI-003 | Quality Control Reports       | MI Reports on the Quality Control Batch Testing Results.  | excel/word/ppt                 |
| MI-004 | Calibration & Servicing       | MI Reports on the Calibration and Annual Services as maybe required on powered drug testing devices.  | excel/word/ppt                 |
| MI-005 | Risks & Issue Report          | Supply Chain & Quality Risks and Issues with mitigation MI Reports and Updates.   | excel                          |
| MI-006 | Action or Rectification Plans | Action Plan or Rectification Plan Reports and Updates   | excel                          |

- 21.4. The frequency of such MI reports to be agreed, with the general expectation to be monthly, quarterly and some on an annual basis. (National) (Local)
- 21.5. MI report formats to be available in excel and word and PDF as requested by the Authority or Contracting Authority (National) (Local)
- 21.6. And any other MI as agreed with the Authority, Contracting Authority and Supplier during the DPS and or Call-Off Contracts



## **22. Local Contract Management (Contract Aftercare)**

- 22.1. The Supplier(s) shall provide a dedicated Contract Manager that will act as an interface between the Contracting Authority and the Supplier(s)
- 22.2. Named contacts will be available between 9am – 5pm Monday to Friday and for outside of these hours an answering service and/or email address will be made available. Cover is to be provided for the liaison person's absence from work.
- 22.3. Contracting Authority Supplier Reviewing Meetings shall be held as agreed by the Supplier and Contracting Authority at a venue nominated by the Contracting Authority or via a virtual solution for example "TEAMS" as agreed by both parties.
- 22.4. The Suppliers Contract Manager will support with any issues around the goods or services, deal with any complaints or concerns and ensure the Contracting Authority has the MI required regarding their contract performance.

## **23. Contract Management (Service Level Failure)**

- 23.1. Where a Call Off Contract Performance by the supplier is not meeting the KPIs or service delivery of the contract; the Contracting Authority working with the Supplier can introduce an Action Plan to encourage and focus on the areas required to meet the contract obligations.
- 23.2. Both Parties will agree the timelines to complete the Action Plan and the continued monitoring at Contract Management Meetings.
- 23.3. Where a Supplier does not deliver on the agreed Action Plan, the Contracting Authority can escalate to a Rectification Plan to provide further opportunities for the Supplier to meet their contract obligations.
- 23.4. Where the Supplier continues to evidence, they cannot meet their contractual obligations both Parties can then escalate to the Authority to facilitate an agreement to progress that would satisfy both parties
- 23.5. Where an agreement is not reached to the satisfaction of all parties the process would be to follow the Dispute Resolution Procedure. Schedule 4 Call-Off T&C



## 24. Remedies in the Event of a Complaint

- 24.1. In the event the Contracting Authority is of the reasonable opinion that there has been a serious complaint or material breach of the Contract by the Supplier, then the Contracting Authority may without prejudice to its rights under Schedule 4 Terms and Conditions, Clause 13 Termination do any of the following.
- 24.1.1. without terminating the Call-Off Contract, itself supply or procure a third party to supply all or such part of the Goods/Service until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Contracting Authority that the Supplier will once more be able to supply all or such part of the Goods or Services in accordance with the Call-Off Contract.
  - 24.1.2. terminate under Clause 13 the whole contract and/or
  - 24.1.3. charge the Supplier and the Supplier shall pay any costs reasonably incurred by the Contracting Authority (Including any reasonable administration costs) in respect of the supply of the part of the Goods and or Services by the Contracting Authority or third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such parts of the Goods and or Services and provided that the Contracting Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and or Services.
  - 24.1.4. If the Supplier fails to supply any of the Goods and or Services in accordance with the provision of the Contract and such failure is capable of remedy, then the Contracting Authority shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within (10) working days of the Contracting authority's instruction or such other period of time as the Contracting Authority may direct.
- 24.2. In the event that the provider:
- 24.2.1. fails to comply with Clause 24.1.4 above and the failure is materially adverse, to the interest of the Contracting Authority or prevents the Contracting Authority from discharging a statutory duty or;
  - 24.2.2. the Supplier persistently fails to comply with Clause 24

The Contracting Authority may terminate the Contract with immediate effect by giving the Supplier Notice in writing: Appendix C.

## **25. National (Strategic) DPS Management**

- 25.1. The Supplier(s) shall provide a dedicated contract liaison person that will act as an interface between the Authority and the Supplier(s).
- 25.2. The Authority will request the Supplier(s) representative(s) and Authority's representative(s) to attend DPS MPRDTD Strategic Framework Management & Supplier Review Meetings at a venue nominated by the Authority or via a virtual solution for example "TEAMS" as agreed by both parties.
- 25.3. The Frequency of National (Strategic) DPS Management Meetings will be set at two over a 12-month period; however, can be flexible and agreed by both parties as proportionate.
- 25.4. The DPS MPRDTD Strategic Framework Management Meetings shall follow an agreed format which, as a minimum, will review the following at a national level of business in progress across the Contracting Authorities:
  - 25.4.1. Contracting Authority satisfaction
  - 25.4.2. delivery performance
  - 25.4.3. volume & value of sales (MI Report)
  - 25.4.4. product performance
  - 25.4.5. technical support issues
  - 25.4.6. quality audit reports
  - 25.4.7. opportunities for improved efficiencies.
- 25.5. The Supplier(s) will submit to the Authority a Monthly Management (MI) Report in an agreed format within 5 working days of the end of each Month.
- 25.6. These Reports shall contain, but will not be limited to, the following information for each individual user site, total by user area (Contracting Authority) and overall total for all user sites:
  - 25.6.1. Quantity of items supplied with dates of order and dates delivered.
  - 25.6.2. The unit price of the goods/service ordered and line total value
  - 25.6.3. Percentage of orders delivered within the agreed delivery date
  - 25.6.4. No of complaints; faulty equipment & date resolved within timescales
  - 25.6.5. Number and nature of calls made to the help-line, with date & time of calls, date & time of remedy and nature of help provided;
- 25.7. These reports shall also show cumulative annual data showing volumes of items ordered and total gross costs within each framework year.
- 25.8. The Supplier(s) as part of the management of this requirement will conduct an annual Contracting Authority satisfaction survey, sharing all data with the Authority.
- 25.9. There will be a Customer Satisfaction Survey undertaken every other year.

## 26. Information Security

- 26.1. The Supplier shall use as a minimum Good Industry Practice in the day-to-day operation of any system holding, transferring or processing Contracting Authority's Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Contracting Authorities Data remains under the effective control of the Supplier at all times.
- 26.2. The security of police data, either sensitive or non-sensitive but which still could identify police colleagues, names, titles, place of work etc is critical to keep secure.
- 26.3. With the world of commerce over IT software's and cloud, security and protection of Police IT systems is essential to ensure there is no threat of virus, hacking or extraction of any Police Data.
- 26.4. The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Contracting Authority.
- 26.5. To have or to achieve Cyber Essentials Certificate for this DPS Framework within first 6 months of the framework commencing.
- 26.6. To have or achieve ISO/IEC 27001 Information Security Management System (ISMS) within first 12 months of the framework commencing. This best-practice approach helps organisations manage their data protection requirements and security of assets such as financial information, intellectual property, employee details or information entrusted by third parties.

*Schedule 4 T&C Clause 4 Information Security: Clause 2 Data Protection (GDPR)*

## 27. Business Continuity Disaster Recovery Plan (BCDR)

- 27.1. The Supplier to inform the Contracting Authority and Authority, of any issues that may impact the delivery of the service.
- 27.2. Suppliers must have a detailed BCDR Plan setting out the contingency arrangements to provide a seamless and continuous service. The plans should include, but not be limited to, fire or flood, pandemic, failure of power supplies, failure of testing equipment, shortage of essential reagents and consumables, transport disruption, Insolvency Continuity Plan, Catastrophic failure should also be addressed.
- 27.3. The Suppliers should ensure their internal staff members are fully aware of their role within the BCDR plan, should an incident occur.
- 27.4. Where the service delivery depends on the use of another facility, (manufacturer) that facility must comply demonstrably and fully with all aspects of a Business Continuity Disaster Recovery Plan.
- 27.5. The Supplier will have a Business Continuity & Disaster Recovery Plan in place which must be reviewed and updated on an annual basis.
- 27.6. The Authority shall be notified immediately of disruption to service and catastrophic failure and must be made aware of the contingency plans being invoked.
- 27.7. For the Supplier to have or to work towards ISO 22301 Business Continuity Management Systems *Schedule 4 T&C Clause 20 Force Majeure*

## 28. Audits & Verifications

- 28.1. Following the award of the DPS Framework or any subsequent Call-Off Contract, the Authority, OR their appointed Quality Advisor, reserve the right to visit the premises of the Supplier and or manufacturers premises involved in both the production and assembly/supply of the MPRDTD, to conduct a Supplier Assurance Visit.
- 28.2. Such onsite inspections for Supplier Assurance Visits, by the Authority or their Quality Advisor, will be planned and will incorporate any information submitted as part of the SSQ or ITT process.
- 28.3. The Supplier will ensure safe access and will make available all documentary evidence concerned with the production and supply of the devices or cartridges. at no additional cost to the Authority.
- 28.4. The Supplier to accept the conditions of access for the Supplier Assurance Visit team and that improvement(s) identified as a result of any Supplier Assurance Visit will be discussed and where agreed implement without additional charge in so far as such amendments are concerned with maintaining the standards set out in Schedule 1 Statement of Requirements (SOR) Technical and Quality Standards.
- 28.5. This is in addition to Schedule 4 T&C Clause 21 Records Retention and Right of Audit

## 29. Innovation and Research

- 29.1. The Authority is very interested in researching current and new psychoactive substances and the ability to introduce legally defensible products and protocols and would work with Supplier(s) on innovation and research where appropriate.
- 29.2. In addition to work with Suppliers over the lifetime of this DPS Framework to review any continuous improvement projects, streamline the process of testing and such developments.
- 29.3. It is a requirement of this framework that Suppliers highlight any future product developments or innovations that would either reduce costs or improve the quality of consumables that are supplied throughout the life of the framework.
- 29.4. It is expected that this specification and the Technical and Quality Standards, may evolve over the life of the DPS framework, supported by Government Policy changes and changes in Legislation.
- 29.5. In the future, any such device developments, would be required to be communicated through issuance of an updated specification versions, allowing Suppliers to review for consideration and adoption with the LOT.
- 29.6. In the event of a change to this specification, a transition period would be expected to allow Suppliers time to adapt and make necessary changes.
- 29.7. In turn this will allow Suppliers to achieve Type Approval of those changes and then re-apply to the DPS with either a modification declared or a new device. The new SSQ would be evaluated and either accepted or rejected with feedback.