**OO Services - EV charging software - Multisite 1225**

**Reference: SSE 11973**

**Key points for contract**

The Authority’s position is that the Supplier will enter into a contract with the Authority on the Authority’s proposed terms, in substantively the same form as the terms to be provided to Potential Suppliers who are shortlisted at PQQ stage and further invited to submit a response to the ITT. The Authority will take into account the Potential Supplier's acceptance or rejection of The Authority's terms (and any other amendments to them) in scoring a Potential Supplier's bid to the ITT. Regardless of the set form of terms agreed, the Authority requires its contract with the Supplier to reflect the following contract principles.

1. Description of services required:

SSE and SGN are transitioning their current combustion engine vehicle fleets across to alternative fuels. As a Group, SSE has signed up to the EV100 commitment, setting targets to electrify 3,500 operational vehicles as well as to facilitate charging for staff by 2030. SGN have plans to join the EV100 commitment, and in any case will be progressing the roll out of electric vehicles.

To support this, the installation of Workplace Charging infrastructure hardware across SSE & SGN’s complex and geographically diverse property portfolio is necessary, along with Home Charging for operatives own properties where necessary. This is the scope of a separate procurement process.

As such, an effective back-office management system is required to collect data and other usage information, as well as settlement of any charging costs, which is the scope of this procurement exercise..

The scope of the contract is to deliver, implement, configure, support and maintain the back office management system, Applicants may submit their PQQ for consideration of Invitation to Tender against.

SSE will be transitioning its fleet of 3500 vehicles to pure EV, meaning that the back office solution needs to be scalable to handle this number and take into account the 450 SSE work place chargers, the 2400+ home based chargers along side any public charging as required.

The project will bring the following benefits:

Fully implemented EV charging management system addressing all minimum requirements defined in these Procurement Documents across the SSE Group of Companies to aid the delivery of the EV100 commitment

Full and complete record of all charging across the SSE property portfolio

Provision of detailed management information to ensure utilisation of charging points is maximised and that where possible, non-operational vehicles can be charged with no impact on the overall operation

Proactive maintenance and servicing to ensure maximum up time for the charger in terms of fault monitoring and reporting

Output of information in the relevant format to ensure that drivers are reimbursed correctly for charging expenses related to either home or public charging.

2. Commencement and term: It is the intention that service go live shall be confirmed at a later stage and subject to change, with configuration work (including testing) having been completed prior to the go live date. The initial term shall be 3 years, with a right of extension for The Authority every 12 months after the initial term and a customer break clause after 12 months from the services commencement date. Termination shall also be permitted for the usual events of significant risk/loss of reputation, material breach, insolvency and change of control of the Supplier. It would be our preference to also include a termination for convenience right for The Authority.

3. Service levels: Support should be provided around the clock, but in particular within the core business hours of 8.30 to 5.30 standard UK time. The contract will include service levels requiring both: (i) an initial response; and (ii) a resolution to the issue within set timescales. Response and resolution times will also be affected by the severity of the incident, with The Authority personnel having a right to allocate the level when sending the request (with downtime of even part of the software being categorised as a serious incident). A failure to comply with service levels will result in payment of service credits by the supplier. The contract shall include

clear escalation paths if an issue is not promptly resolved (with individual contacts, rather than the need to raise a new ticket).

4. Updates/improvements: The Supplier must provide support, updates and improvements for the solution during the term.

5. Users/Devices: The Authority requires solution to be able to handle 450 work place charging chargers and 3500 home place chargers but with flexibility to increase or decrease the number of users/devices without penalty.

6. Fees: The fees for use of the system shall be transparent and shall be based on the number of actual authorised users/charge points to be managed by the back office management system. Reconciliation and billing shall be quarterly. The billing process shall include a validation period of at least 5 working days before the invoice is submitted to The Authority.

7. Affiliates, reorganisation and third party users: The software will need to be used by affiliates of The Authority, divested entities of The Authority (for an interim period, or if The Authority has agreed to provide services to them), as well as certain entities in which The Authority holds a minority stake or is in a JV relationship with.

8. Supplier Cloud Stack: The Supplier will have to disclose full details of its supplier cloud stack (including specifications of their systems and relevant data flows) to The Authority, including details of any open source software which may be used.

9. Training and Documentation: The supplier will have to provide suitable training to authorised users and documentation to The Authority to assist users in connection to the services.

10. Warranties and Representations: The supplier shall be required to provide skills and best practice warranties.

11. Audit and Record-Keeping: The supplier will be expected to maintain, and provide access to, audit trails of records in connection to the services. The Authority will be able to request such records at any time during the term of the contract.

12. Personal data: The Authority considers that personal data is likely to be exchanged. It is intended that the contract shall contain processing provisions in The Authority's standard form (including indemnities) to cover this scenario.

13. Protection of data/systems: The supplier is required to put in place rigorous protections for The Authority data and systems, keeping The Authority data separate from other data and promptly notifying The Authority of any breach. The supplier shall provide an indemnity for breach of this clause.

14. IP: The Supplier shall indemnify The Authority in respect of third party IP claims and shall ensure that The Authority and its group companies can use an alternative or modified product in substitution (or receive a refund) if required.

15. Limitation of liability: The limitations of liability provisions shall include (among other things): (i) an exclusion for losses excluded by law, supplier indemnities, loss or corruption of The Authority data, regulatory losses, fraud, or wilful abandonment; (ii) the liability of each of The Authority and the Supplier shall be subject to agreed financial limits (the liability of the supplier to be based on the potential losses incurred by The Authority should the supplier be in breach); (iii) any exclusion for consequential/ indirect losses shall not extend to damage to The Authority's goodwill or reputation, the cost of The Authority procuring additional services where required or the wasted management or administrative costs of The Authority.

16. TUPE: The supplier shall indemnify The Authority for any losses incurred arising from the application of TUPE.

17. Policies: The supplier shall agree to comply with The Authority's standard IT security policy, its governance and supplier management policy and any other reasonable policies of The Authority from time to time.

18. Anti-bribery: The supplier shall agree and comply with The Authority's Anti-Bribery Policy and current applicable anti-bribery laws and provide indemnities to The Authority for the breach of this clause.

19. Insurance: The supplier will be required to provide evidential proof of adequate insurance policies being in place in connection to (i) employer's liability (ii) public/products liability (iii) professional indemnity and (iv) criminal act insurance.

20. Post Termination: The supplier will be required to agree to handover support post-termination of the contract to any third party successor supplier selected by The Authority, as well as supporting data migration.

21. Governance and Supplier Management: The supplier will agree to a Governance Model Framework to govern the relationship between The Authority and the supplier during the term of contract.

22. Guarantee: The supplier shall provide a parent company guarantee for the benefit of the Authority.