

DPS Schedule 1 (Specification)

This Schedule sets out what we and our Buyers want.

The Supplier must only provide the Deliverables for the Filter Categories that they have been appointed to.

For all Filter Categories and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in Paragraph 2 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during an Order Procedure to reflect its Deliverable Requirements for entering into a particular Order Contract.

Our priorities for this DPS

The Road to Zero Strategy, published in July 2018, set out new measures and targets for the UK to transition to zero emission vehicles. This DPS aims to support public sector organisation in delivering Vehicle Charging Infrastructure Solutions (VCIS) for its fleets, workforce and the general public.

Central government are required to conform to the Government Buying Standards for Transport (GBS). This includes the Government Fleet Commitment to electrify 25% of in scope vehicles by 2022, and 100% by 2030. Buyers in the Wider Public Sector also have obligations to deliver local initiatives to reduce air pollution such as Clean Air Zones (CAZ), Ultra Low Emission Zones (ULEZ) and Zero Emission Zones.

The Supplier shall meet and assist the Buyer to comply with any existing, replacement or new government policy standards and legislation.

Our social value priorities

The Supplier shall comply with the social value or community benefits Deliverables set out in the Call-Off Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

These are our priorities in this procurement:

- To support public sector organisations to meet environmental and sustainability targets (such as net-zero carbon emissions) through the implementation of electric vehicle charging infrastructure which meets the individual needs of each locality
- To enable public sector organisations to promote health and wellbeing in their localities by reducing air pollution and the impact on local communities
- To ensure that public sector organisations have a compliant route to market for electric vehicle charging infrastructure which delivers best value and maximises the economic impact of local investment in order to deliver positive environmental and behavioural change

The Buyer can identify specific social value priorities at the point of ordering.

1. Modifications to the Core Terms

The following Core Terms are modified in respect of the Order Contract (but are not modified in respect of the DPS Contract).

Clause	Amendment
3.1.2	Warranty period is amended to 36 months.
3.2.2	Amended to "All manufacturer warranties covering the Goods must either be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."
3.2.3	Amended to "The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."
3.2.11	Amended to "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."
4.8, 4.9, 4.10	Will not apply
11.2	Amended to "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form."
11.5	Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows: "11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, or 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract."
11.5	In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million.
16.1	Amended to "The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information."

2. Scope of DPS Services

- 2.1 The intent of this agreement is to provide Buyers with the full scope of Vehicle Charging Infrastructure Solutions (VCIS) which will enable them to define and procure appropriate services and products to meet their individual needs.
- 2.2 The DPS includes, but is not limited to, the installation of VCIS for public sector fleets and their workforce, home charging, and for the delivery of vehicle charging facilities which provide a service to the general public in locations such as on-street residential areas and off-street car parks.
- 2.3 The Supplier shall deliver and/or install Equipment at any address within Great Britain and Northern Ireland, as specified in the Order Contract.
- 2.4 Buyers may procure individual services (such as feasibility and consultancy services, hardware only supply or back office services) or a full end to end service, depending on their own requirements. A full list of the products and services available under the DPS can be found in Annex 1.
- 2.5 As documented in the DPS Appointment Form the Supplier must demonstrate that they can maintain the capability to provide at least one of the following three Service Types for the purposes of this DPS Contract:

i) Service Type 1 - Buyer Funded Vehicle Charging Infrastructure (purchase or lease)

The Supplier is required to provide a range of services and solutions for vehicle charging infrastructure which Buyers will fund either partially or fully from their own capital resources, and which may include an element of grant or match funding from an external source such as OLEV, a private sector partner or the Supplier themselves. Buyers may purchase individual products or services or a full end to end managed service, and may also choose to outright purchase or lease the charging Equipment. The Buyer may require a chargeable payment service as part of their solution.

ii) Service Type 2 - Supplier Funded Vehicle Charging Infrastructure

The Supplier is required to provide VCIS where the upfront costs are met fully by the Supplier and may also include grant funding where available. The Order Contract may include a revenue gain-share arrangements with the Buyer. Supplier funded models include, but are not limited to:

- **Concession Model** - The Supplier will supply, operate and maintain vehicle charging infrastructure which will be available to the general public over an agreed period of time. The Supplier will be remunerated by being able to provide chargeable services to chargepoint users. The Buyer will transfer the upfront investment costs and the operational costs and risks either fully or partially to the Supplier, which will be agreed as part of the Order Contract.
- **No Fee Model** – The Supplier will supply, operate and maintain the vehicle charging infrastructure at no cost to the Buyer. Charging locations are determined on the basis of their revenue earning potential and may include closed schemes (such as workplaces and fleets) or those open to use by the general public.

iii) Service Type 3 - Funding Model to be decided

Where the Buyer requires vehicle charging infrastructure to be available to the public on a chargeable basis, and has yet to determine which funding option would be most appropriate or available to them. The Supplier shall provide consultancy and feasibility services to Buyers which will enable them to determine whether a Buyer funded or Supplier funded model is suitable for their vehicle charging infrastructure needs. Consultancy and feasibility services provided by the Supplier may include, but are not limited to, site surveys and assessments, technical advice such as power supply and Distributor Network Operator (DNO) connectivity assessments, and the availability of grant/match funding dependent on a Buyer's specific circumstances.

3. Supply of Vehicle Charging Infrastructure Solutions (VCIS)

- 3.1 This VCIS Specification details the mandatory Deliverables for the supply of Buyer funded vehicle charging infrastructure in clauses 4.1 to 5.5, and the desirable Deliverables in clauses 6.1 to 6.4.
- 3.2 Unless otherwise specified in sections 4.1 to 5.5 below, the Supplier shall supply VCIS as specified and agreed with the Buyer in the Order Contract.
- 3.3 The Supplier shall undertake supply chain management throughout the duration of the DPS Contract to ensure that both continuity of supply, and quality services are provided for all Buyers. Suppliers should also refer to Joint Schedule 6 - Key Subcontractors.

4. Mandatory Deliverables for Service Type 1 (Buyer Funded Vehicle Charging Infrastructure)

4.1 Supply of Hardware and Accessories

- 4.1.1 The Supplier shall ensure that chargepoint Equipment is Open Charge Point Protocol (OCPP) compliant to a minimum standard of 1.6, unless otherwise agreed with the Buyer.
- 4.1.2 The Supplier shall ensure that chargepoint Equipment is smart or is capable of being controlled by a smart master unit and has electricity load management capability, unless otherwise agreed with the Buyer.
- 4.1.3 The Supplier shall ensure that all charging hardware Equipment is supplied with a manufacturer's warranty for a minimum of 36 consecutive month period, unless otherwise agreed with the Buyer in the Order Contract.
- 4.1.4 The Supplier shall ensure that all accessory Equipment (which may include, but is not limited to mounting poles and cables) are supplied with a manufacturer's warranty for a minimum of 12 consecutive months from the date of installation, unless otherwise agreed with the Buyer in the Order Contract.

- 4.1.5 Where the Equipment is leased or within the manufacturer warranty period, when requested by the Buyer the Supplier shall assist the Buyer in identifying whether an Equipment fault is the result of vandalism or third party interference, or due to a hardware failure.
- 4.1.6 Where clause 4.1.4 applies, and the Parties agree that the Buyer will pay any maintenance or repair costs as a result of vandalism or misuse, then the Supplier must advise the Buyer of the costs as soon as practicable. This must be subject to approval in writing by the Buyer. The Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless otherwise agreed with the Buyer.
- 4.1.7 The Supplier shall provide the option for the Buyer to utilise the Supplier's support network for the service, maintenance and repair of the Buyer's Equipment. This will be invoiced on an as and when used basis or as part of a chargeable service provision.

4.2 Installation and Decommissioning Services

- 4.2.1 The Supplier shall ensure that all activities are undertaken by appropriately trained personnel, including sub-contractors, delivering services on behalf of the Supplier.
- 4.2.2 The Supplier shall ensure that Equipment is supplied, delivered and installed in accordance with the requirements specified in the Order Contract.
- 4.2.3 Where the Equipment, land and/or premises are not owned by the Buyer, the Supplier shall work with the Buyer and any other relevant third parties to ensure that all necessary permissions and approvals are obtained prior to commencement.
- 4.2.4 Where clause 4.2.3 above applies, the Supplier shall ensure that all installation and removal of Equipment is carried out within the provisions set out by the third party.
- 4.2.5 When requested by the Buyer, the Supplier shall provide a list of all Supplier Staff requiring admission to Buyer premises or any specified third party premises, in advance of the Equipment delivery, installation or removal date. This may include any additional information that the Buyer or third party may reasonably require.
- 4.2.6 The Supplier shall provide an update on the progress of any installation plan to the Buyer, at the frequency agreed in the Order Contract.
- 4.2.7 The Supplier shall ensure that all appropriate works are compliant with British Standards BS 61851 and BS 7671.

4.3 Software and Back Office Solutions

4.3.1 Vehicle Charging data

- 4.3.1.1 Supplier shall provide the appropriate licensing and software to support data retrieval from Equipment.

- 4.3.1.2 The Supplier acknowledges that all data retrieved from the Equipment is the property of the Buyer.
- 4.3.1.3 The Supplier shall ensure that, as a minimum, the following information is recorded for each charging session:
- Charging session ID
 - Chargepoint ID
 - User ID
 - Plug in date and time
 - Unplug date and time
 - Charge start date and time
 - Charge end date and time
 - Total energy drawn (kWh)
- 4.3.1.4 The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.
- 4.3.1.5 The Supplier shall ensure that all data retrieved is held securely for the duration of the Order Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Order Contract.
- 4.3.1.6 The Supplier shall ensure that a suitable back-up system for data is in place for both data retrieved from Equipment and that held within the web-based portal.

4.3.2 Web-Based Portal

- 4.3.2.1 The Supplier shall supply a web-based portal which will provide the Buyer with access to real time data on the Equipment as specified by the Buyer and agreed in the Order Contract.
- 4.3.2.2 The Supplier shall grant access rights to the web-based portal to the Buyer's authorised representatives and users with a tiered level of permissions and access, to be determined and agreed with the Buyer.
- 4.3.2.3 The Supplier shall provide a specified number of user accounts when requested by the Buyer and agreed in the Order Contract.
- 4.3.2.4 The Supplier shall ensure that the web-based portal is accessible to the Buyer twenty four (24) hours a day, three hundred and sixty five (365) days per year.
- 4.3.2.5 The Supplier shall ensure that the Buyer is given twenty eight (28) calendar days' notice of any scheduled maintenance which will affect the availability of the web-based portal, or as otherwise agreed with the Buyer in the Order Contract.
- 4.3.2.6 The Supplier shall ensure that the web-based portal is compatible with Windows and Mac browsers.

4.3.2.7 When requested by the Buyer, the Supplier shall ensure that the portal is accessible from handheld devices and will run on iOS and/or Android software as specified in the Order Contract.

4.3.2.8 The Supplier shall ensure that user accounts are password protected.

4.3.2.9 The Supplier shall ensure that the web-based portal has the capability of providing the Buyer with the management information specified in the Order Contract.

4.3.3 Managing the Buyer's account

4.3.3.1 The Supplier shall ensure that all relevant documentation relating to the Buyer's vehicle charging operation are maintained and updated at all times.

4.3.3.2 The Supplier shall provide a Helpdesk service for dealing with Buyer's queries, complaints and support needs. This may include, but is not limited to, a telephone helpdesk, online portal or email facility as specified in the Buyer's Order Contract.

4.3.3.3 The Supplier shall ensure that any Helpdesk telephone number is freephone or does not charge users more than a basic rate, local rate or national rate telephone number.

4.3.3.4 When requested by the Buyer, the Supplier shall de-activate identified Equipment remotely within twenty four (24) hours of the deadline specified, unless otherwise agreed with the Buyer.

5. Mandatory Deliverables for all Service Types

5.1 Legislation

5.1.1 The Supplier shall ensure that all Equipment and services supplied pursuant to this DPS Contract conform to all applicable UK and EU legislation.

5.1.2 The Supplier shall ensure that all data held within the system is held securely and complies with the General Data Processing Regulation (EU) 2016/679 and the Data Protection Act (2018) as set out in Joint Schedule 11 (Processing Data).

5.1.3 The Supplier shall ensure that all electrical Equipment is disposed of in compliance with the Waste Electrical and Electronic Deliverables (WEEE) Directive 2012/19/EU.

5.1.4 The Supplier shall ensure that it complies with the provisions set out in the Modern Slavery Act (2015).

5.2 Sustainability

5.2.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability. This requires consideration of commercial needs and the ability to make a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility).

- 5.2.2 The Supplier shall support the Buyer to meet their government policy obligations in relation to reducing impact on the environment. This includes, but is not limited to, the Greening Government Commitment, the Government Fleet Commitment and the National Air Pollution Control Programme.

5.3 Regional and National Standards

- 5.3.1 The Supplier shall ensure that VCIS products and services delivered within a devolved administration region (Wales, Scotland or Northern Ireland) conform to their applicable standards.
- 5.3.2 The Supplier shall ensure that applicable products and services conform to the VCIS standards required by the Office for Low Emission Vehicles (OLEV) and/or specified by an individual locality or region.

5.4 Social Value and Community Benefits

- 5.4.1 The Supplier shall comply with the social value or community benefits Deliverables set out in the Order Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

5.5 Modern Slavery

- 5.5.1 The Supplier shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour.
- 5.5.2 The Supplier shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice.
- 5.5.3 The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 5.5.4 The Supplier warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 5.5.5 The Supplier shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 5.5.6 The Supplier shall have and maintain throughout the term of each Order Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

- 5.5.7 The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under an Order Contract.
- 5.5.8 When requested by CCS, the Supplier shall prepare and deliver an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business, with its annual certification of compliance.
- 5.5.9 The Supplier shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.
- 5.5.10 The Supplier shall not use or allow child or slave labour to be used by its Subcontractors.
- 5.5.11 The Supplier shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

6. Desirable Deliverables for all Service Types

6.1 Enhanced Security

- 6.1.1 The Supplier acknowledges and agrees that there may be Buyers involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in the Core Terms Clauses 14 “Data Protection” and 15 “What you must keep confidential”. In order to ensure that the Buyer is not put at risk it is essential that the Supplier and their subcontractors safeguard all information relating to the Buyer’s data and operation.
- 6.1.2 The Supplier shall provide a level of security to the Buyer as agreed at the point of the Order Contract. This will include the processes that the Supplier performs directly and those that it subcontracts, so as not to compromise the Buyer’s operation. This may include the requirement to keep the Buyer’s details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors.
- 6.1.3 The Supplier shall comply with the Buyer’s personnel vetting policy and standard operating procedures.
- 6.1.4 The Supplier shall be expected to provide a list of personnel who will access the Buyer’s data and who will communicate with the Buyer’s personnel and any other third parties as requested.
- 6.1.5 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within the timescales specified by the Buyer in the Order Contract. The new personnel will only be granted access to the Buyer’s data and/or vehicles upon vetting clearance from the Buyer.

6.1.6 The Supplier shall ensure that they and all third party repairers, service providers and Suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary possession of the Buyer's vehicles and any other asset requiring this level of security.

6.1.7 Where a Buyer has further specific security requirements, they shall be outlined within the Order Contract and the Supplier shall adhere to them.

6.2 Extended Warranty

6.2.1 The Supplier shall provide the Buyer with extended warranty options for Equipment.

6.3 Data Hosting

6.3.1 When requested by the Buyer, the Supplier must ensure that the Buyer's data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US where covered by Privacy Shield.

6.4 Quality Standards

6.4.1 When requested by the Buyer, the Supplier shall ensure that charge point Equipment supplied meets the specified quality standards, such as DEKRA accreditation, as specified in the Order Contract.

6.4.2 When requested by the Buyer, the Supplier shall conform to the quality management standards (such as EFQM, ISO 14001 and ISO 9000 series) as specified in the Order Contract.

Annex 1: Vehicle Charging Infrastructure Products and Services Matrix

1. Service Filters

- 1.1 The Supplier must be eligible to supply Deliverables within the scope of those Filter Categories to which it is appointed as detailed by the DPS Appointment Form.
- 1.2 The filters consist of three (3) distinct categories under the Funding Option filter:
- a) Provision of VCIS products and services which will be funded by the Buyer or a mix of Buyer and grant/match funding
 - b) Provision of VCIS which will be funded by the Supplier or a mix of Supplier and grant funding
 - c) Provision of consultancy/feasibility services where the funding route has yet to be decided by the Buyer
- 1.3 The Level 1 filter allows the Buyer to select the Funding Option of their choice. The second level of filters provides the options for the products and services that are available to the Buyer, as well as the option to specify the installation location. These are described in further detail in Tables A, B and C below.

Table A: Buyer Funded VCIS

DPS Level 1 Filter	Funding Option A: Buyer Funded
DPS Level 2 Filter: Location, Products and Services	Installation Location
	Consultancy and Feasibility <i>Professional advice and services to help Buyers understand what they need and the funding options available</i>
	Groundworks (Civil Engineering and Construction) <i>Design, construction and delivery services, including facilitation of the DNO connection</i>
	Hardware and Accessories <i>Supply of chargepoints and associated accessories and products including, but not limited to, cables and posts for purchase or lease</i>
	Installation and Decommissioning Services
	Servicing and Maintenance
	Software and Back Office Solutions <i>Self-managed or managed service back office options, including the provision of payment solutions</i>
	End to End Service <i>Delivering a managed solution for the Buyer encompassing all or most of the above elements</i>

Table B: Supplier Funded VCIS

DPS Level 1 Filter	Funding Option B: Supplier Funded Models
DPS Level 2 Filter Location, Products and Services	Installation Location
	End to End Service

Table C: Funding route to be decided

DPS Level 1 Filter	Funding Option C: Funding route to be decided
DPS Level 2 Filter Location, Products and Services	Installation Location
	Consultancy and Feasibility