

**ID 1539733 – FRAMEWORK FOR PROVISION OF OFF-SITE STORAGE and Records Management**

**CONTRACT USERS PROTOCOL**

**State Date: 1 March 2019**

**End Date: 28 February 2023**

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| **Contents** |
| 1. Background |
| 1. AccountNI |
| 1. Framework Arrangement |
| 1. Adding / Reducing / Removing Services |
| 1. Call off Contracts |
| 1. Implementation of Services |
| 1. Price |
| 1. Contract Management |
| 1. FAQ Sheet |

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| **Annex A -** Monitoring Schedule |
| **Annex B –** Contract Documents |

**This Framework has been set up by:**

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1. **Background**

1.1 CPD is responsible for the implementation of the NI Collaborative Procurement Strategy. The objective of the Strategy is to centralise the procurement of an agreed range of common supplies and services within CPD and to maximise opportunities for aggregation with other Centres of Procurement Expertise (CoPEs) to achieve best value for money in support of the delivery of better government services.

1.2 Facilities Management falls under the scope of collaborative procurement and as such, CPD has established a collaborative Framework Agreement for the Provision of Off Site Storage and Records Management for the participating bodies listed in <https://www.finance-ni.gov.uk/publications/list-public-bodies-which-can-participate-cpd-collaborative-frameworks>.

1.4 The bodies listed in <https://www.finance-ni.gov.uk/publications/list-public-bodies-which-can-participate-cpd-collaborative-frameworks> are defined as the ‘Client’ in the Specification Schedule; accompanying Framework Agreement conditions; the Conditions of Contract and the Supplementary Conditions of Contract. All contract documents are attached at Annex A.

1.5 Each Client using the Services under the Framework Agreement will do so independently, therefore the Client is responsible for ordering the Services and managing the Contractor’s performance. The Contractor is responsible for setting up each separate Client account, invoicing each Client and handling complaints directly with each Client.

1.6 This protocol highlights the key processes and documents users of this arrangement should be aware of to ensure full compliance with this Framework Agreement and that the Contract is managed appropriately to ensure value for money.

**2. AccountNI**

Account NI Contract Purchasing Agreement (CPA) detailed in table below:

|  |  |
| --- | --- |
| **CPA** | **6100035982** |

1. Framework Arrangements

3.1 The Construction Procurement Delivery (CPD) Supplies and Services Division (SSD) has awarded a Framework for the Provision for Off-site Storage and Records Management. The Framework contract term is from 1 March 2019 up to 28 February 2023 with no further options to extend.

3.2 The overall ranking within the Framework is detailed below:

|  |  |
| --- | --- |
| **Framework Provider** | **Framework Ranking** |
| Oasis Group NI Limited | 1st |
| Fileservice Ltd | 2nd |

3.3 The provision of Ordered Services under any Call-Off Contract / Order entered into under this Framework Agreement shall commence on the Service Commencement Date set out in the Order on the basis of the Charges and shall expire no later than the date specified in the Call-Off Contract / Order.

3.4 All Call off Forms should be completed and forwarded to CPD at [Collaboration.CPD@finance-ni.gov.uk](mailto:Collaboration.CPD@finance-ni.gov.uk) to take forward (further details available at section 5).

1. **Adding / Reducing / Removing Services**

4.1 Over the lifetime of the Framework additional buildings or services can be added / reduced / removed. Where a department / organisation relocates, this service will transfer to the new building’s postcode. The contractor requires 3 months’ notice for changes to service delivery.

4.2 Costs for additional buildings / services will be as per the rate card. If there is any doubt about cost this can be clarified with the CPD Contract Manager.

4.3 When adding, changing or removing a service to a building the Client must complete a variation to the contract which must be agreed in advance between the Department and the Contractor.

1. **Call off Contracts**

5.1 Clients who wish to call off this framework through a direct award should complete a Call off Form (attached in Annex B) to include ALBs and NDPBs and send to CPD [Collaboration.CPD@finance-ni.gov.uk](mailto:Collaboration.CPD@finance-ni.gov.uk).

5.2 CPD will confirm once the Call off Form has been accepted and confirm the contractor contact details.

5.3 Clients who wish to call off this framework through a further competition should contact CPD at [Collaboration.CPD@finance-ni.gov.uk](mailto:Collaboration.CPD@finance-ni.gov.uk) to progress this request.

**6.** **Implementation of Services**

6.1 During the implementation stage the Contractor shall contact the Department before the service commencement date to agree the operational procedures and site specific assignment instructions for all business areas which will include:-

* Inventory of records to Transfer;
* Departments policies and procedures;
* Business continuity plan;
* Departmental Business Area representative. Requests for records / boxes must only be actioned if they are endorsed by a person nominated by the Department;
* Agree user guides for their on-line portal;
* Key Performance Indicators (KPIs);
* Advice in the Best Practice of naming conventions and training;
* Times of delivery; and
* Privacy Impact Assessment and any necessary mitigating measures.

6.2 Material already within the Contractor’s store through a previous arrangement will transfer to the Contractor’s custody at commencement date of this contract.

6.3 Material in storage areas through previous Contracts will transfer to the new Contractor’s custody when they take possession of the Department’s storage records.

6.4 The Department shall identify Business Area Representatives for which the Contractor shall provide training on the on-line portal.

**7. Price**

7.1 All prices are Commercial in Confidence and **must not** be disclosed under any circumstances to any source outside the Department.

7.2 Section 2 of this protocol details the Blanket Purchasing Agreement (BPA) reference number for raising purchase orders for the contract. All purchase orders must be linked to the BPA reference number. The Department must ensure that the contractor complies with the Pricing Schedule rate card and only these rates can be applied to this contract. If invoices detail costs not on the pricing schedule rate card then this should be raised with the contractor to ensure that they are removed from the invoice.

There are no licence fees payable under this new contract as access to the portal is provided to the department free of charge.

To obtain the rate card please complete a Non-Disclosure Agreement (NDA) available at Annex B and send to [Collaboration.CPD@finance-ni.gov.uk](mailto:Collaboration.CPD@finance-ni.gov.uk).

**8. Contract Management**

## 8.1 Please note the first point of contact in relation to operational contract queries / issues should be directed to the Contractor and not CPD.

## 8.2 CPD is an escalation point only, once the Monitoring Schedule (Annex A) has been fully followed.

## 8.3 Performance monitoring is key to ensure that value for money is achieved. Poor performance and defaults will be managed in relation to the specific business area. Poor performance and defaults must be managed by the Departmental Representative in relation to the services delivered.

## Contract Management and Performance Monitoring will be taken forward in three tiers: -

* Daily Operational Management and Monthly Performance Report with the Client’s Premises Officer / Team;
* Monthly / Quarterly Review Meeting with the Client’s Representative / Departmental Representative, depending on the Clients requirements; and
* 6 monthly Contract reviews with the CPD Contract Manager.

## Monitoring and Contract Management will be taken forward as detailed and outlined in Schedule 3 - Monitoring Schedule (Annex A).

8.5 The Contractor Key Account Manager will provide regular contact with the Departmental Representative / nominated Representative. The Contractor shall liaise with and be the first point of contact for the Business Area’s Representative for operational queries.

8.6 The Contractor shall, in liaison with the Departmental Representative incorporate into the running of the Contract, measurements which indicate levels of performance. The Department has identified core Key Performance Indicators (KPIs) detailed in Schedule 3 - Monitoring Schedule (Annex A) to support the delivery of the Off-Site Storage contract. KPIs will be specific to the services required for each business area. The KPIs are intended to be quantifiable measurements that reflect key elements of the Specification Schedule and are based on areas of service where a weakness or failure could result in a major impact on departmental operations. The purpose of the KPIs is to ultimately drive future improvements in the service provision delivery.

8.7 You should also make yourself familiar with the Procurement Guidance Note (PGN 01/12 Contract Management) available at Annex B.

1. **FAQ Sheet**

**Q. What is the start and end date for this Framework?**

**A.** The Framework Agreement starts on 1 March 2019 and expires on 28 February 2023.

**Q. Who can use this Framework Agreement?**

**A.** The list of participating bodies listed at <https://www.finance-ni.gov.uk/publications/list-public-bodies-which-can-participate-cpd-collaborative-frameworks> can use this Agreement. For clarity, please see attached bodies listed on the website at the time this contract was advertised.



**Q. How do I implement Services?**

Please contact the Contractor to arrange implementation of Services. Please refer to Section 6 for further details.

**Q. How do I order Off Site Storage Services?**

In order to order Services please use one of the following options:

* Order via OASIS Bridge (an online ordering service). To be set up as an OASIS Bridge user please contact the Contractor via [Clientcare.belfast@oasisgroup.com](mailto:Clientcare.belfast@oasisgroup.com); Or
* Users can order via the Order Form attached below. This order form should be completed and emailed to [Clientcare.belfast@oasisgroup.com](mailto:Clientcare.belfast@oasisgroup.com)



**Q. Is a business case required for each Order?**

**A.** Please refer to your internal Departmental policies / procedures.

**Q. Who do I contact if I have a problem with the standard of service being received?**

**A.** The first point of contact in relation to operational contract queries / issues should be directed to the Contractor and not CPD.

Please refer to section 8 Contract Management and Annex A for further details.

**Q. What are the payment arrangements?**

**A.** Account NI users can use the BPA set up for the contract to raise purchases orders. BPA details available at Section 2.

Non AccountNI users should follow their own Departmental procedures.

Any invoice issues should be directed to the Contractor and the relevant finance department in the first instance.

**Annex A**

# [SCHEDULE 3 CONTRACT MANAGEMENT / MONITORING SCHEDULE](#GotoSchedule3)

The successful Contractor’s performance on this Contract will be managed as per specification and regularly monitored see Procurement Guidance Note 01/12 Contract Management

<https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-01012-Contract-Management-Principles-Procedures-25-Sept-2017.PDF>

Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Construction and Procurement Delivery for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Written Warning and Notice of Unsatisfactory Performance and this Contract may be terminated. The issue of a Notice of Written Warning and Notice of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of up to three years from the date of issue of the Notice.

**1 Performance Management**

1.1 The successful Contractor’s performance on this Contract will be managed as per specification and regularly monitored see [Procurement Guidance Note 01/12 - Contract Management - Procedures and Principles](http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/content_-_cpd_-_policy_-_procurement_guidance_notes.htm). Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in Central Procurement Directoratefor further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Unsatisfactory Performance and this Contract may be terminated. The issue of a Notice of Unsatisfactory Performance will result in the contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of twelve months from the date of issue of the certificate.

1.2 Performance monitoring is key to ensure that value for money is achieved. Poor performance and defaults will be managed in relation to the specific business area.

1.3 The Contractor will nominate a Key Account Manager, who will provide regular contact with the Client’s Information Managers or their Representatives. The Contractor shall liaise with and have a daily point of contact for the Business Area’s Representative for operational queries.

1.4 The Contractor shall, in liaison with the Client’s Information Manager, incorporate into the running of the Contract, measurements which indicate levels of performance. The Client has identified core Key Performance Indicators (KPIs) detailed in Table 1 below to support the delivery of the Offsite Storage contract. KPIs will be specific to the services required for each business area. The KPIs are intended to be quantifiable measurements that reflect key elements of the Specification Schedule and are based on areas of service where a weakness or failure could result in a major impact. The purpose of the KPIs is to ultimately drive future improvements in service delivery.

1.5 On Award of Contract the Client’s Information Manager and the Contractor shall develop Operational Procedures and Assignment Instructions incorporating the relevant KPIs as part of the Implementation Plan. The Contractor shall note the Clients will link agreed KPIs to a service credit regime.

1.6 The Client shall during the Contract Period suggest further additional KPIs if it believes they are necessary to ensure the delivery of the Services.

1.7 The Client will work in partnership with the Contractor to monitor and improve service delivery.

2 **Contract Management**

2.1 Performance Monitoring and Contract Management will be taken forward in three tiers: -

* Operational management on an ongoing basis between the Client’s Business Area Representative and the Contractor;
* Quarterly monitoring review meeting (or earlier by request of the Client) between the Client’s Information Manager and the Contractor; and
* Annual Contract review between the CPD Contract Manager and the Contractor.

**Daily Operational Management and Quarterly Performance Report**

2.2 Using the agreed KPIs, the Contractor shall: -

* Develop clear operating procedures for staff to ensure service standards are understood, maintained and recorded on a daily basis;
* Establish management information systems to capture and record information in support of performance monitoring and to enable regular robust performance reporting; and
* Provide quarterly performance reports to the Client’s Information Manager and the Client’s Business Area Representative.

2.3 The Contractor’s performance shall be measured on a quarterly basis by the Contractor and the Client’s Information Manager and recorded against a Quarterly Contract Monitoring sheet and scored against the agreed KPIs. Each KPI depending on its importance to the Client is either Pass or Fail or a performance measurement figure of 1, 2 or 3 based on the following index:

**Performance Index Ratings**

3 Meets Standard (No Service Deduction applicable)

2 Improvement required (No Service Deduction, however if the Contractor’s performance shows no improvement in the subsequent month then 10% Service Deduction will apply)

1. Failure (Service Deduction will apply)
   1. If the Contractor fails in a KPI which has been identified as a Pass/Fail then the Contractor would be deemed to have failed to deliver a level of service as specified within the Specification and a 5% service deduction will be applied to the service price for storage for that quarter. If no improvement is shown in the subsequent quarter then a 10% deduction will be applied to the costs for storage for that quarter.
   2. Where a KPI is scored against the Performance Index of 1, 2 or 3 and a Contractor scores 3, it will have met the required performance levels and no service deduction will be applied.
   3. Where a KPI is scored against the Performance Index of 1, 2 and 3 and the Contractor’s performance scores 2, no service deduction will be applied. However if no improvement is achieved in the subsequent quarter then a 10% deduction will be applied to the service price for storage for that quarter.
   4. Where a KPI is scored against the Performance Index of 1, 2 and 3 and the Contractor’s performance scores 1, a 5% service deduction will be applied to the price for storage for that quarter. However if no improvement is achieved in the subsequent month then a 10% deduction will be applied to the service price for storage for that quarter.
   5. The Service Deduction will be applied for each KPI that is measured using the Performance Index detailed above.
   6. The Service Deduction will only be applied to the Contractor’s Performance and not to failures outside of his control.

2.10 The Contractor shall strive to achieve a performance level as required in the Specification. Where performance scores indicate a level of service below that required for the Contract, the Contractor shall perform the remedial actions necessary to bring the services to the required performance level. Where the score awarded is below the required performance level, the Client shall detail that item(s) on the Quarterly Contract Monitoring sheet and the remedial action(s) to be taken. If the Contractor is awarded figures indicating that performance is below the required level for the Contract in either of the next two subsequent quarters for the same service(s), this shall be deemed a Default by the Contractor and the Client may seek the remedies as specified in the Contract.

**Quarterly Review Meeting (or earlier by Request of the Client)**

2.11 Quarterly review meetings will be scheduled with the Client’s Departmental Information Officer and the Contractor, however they may be requested at more regular intervals by the Client in the event of poor performance. The meeting will review the performance across the previous period and will look at the management information for the period. The meeting will also be used to investigate the potential for savings or to improve Contractor efficiency.

2.12 Prior to the Quarterly review meetings, the Contractor shall at its own cost provide management information reports to the Client’s Representative for the Client’s business areas detailing the relevant KPI scores.

2.13 The Contractor shall at its own cost provide bi-annual Service Reports to support and inform regular review meetings between the Contractor and the Client. Each Service Report shall detail the following: -

* Delivery of services provided and performance in the previous quarter with a report detailing the overall KPI performance and also a breakdown of the KPI scores for each business area;
* Contract variation requests;
* Details and status of all complaints;
* Forthcoming changes in legislation;
* Service Deductions made and breakdown of all service credits and date paid to the Client;
* Service delivery proposals and contractual issues if any changes have occurred; and
* An update on sustainable aspects of the contract.

Progress reports shall be provided by e-mail by to the Client on a six monthly basis following contract award. Reports must include the quantity of records currently held, by Department, transactions to date for preceding months, receipts of new records and disposals to date.

2.14 From time to time the Contractor will be required to produce data relating to contract delivery and will provide this as requested by the Client’s Representative Officer or by CPD.

2.15 The Contractor shall provide an annual assurance statement to the Client’s Representative confirming:

* the Contractor adhered to all appropriate legislative requirements;
* Information is stored in safe and secure environment as per the Specification;
* there has been **NO** Data Protection breaches; and
* Contract staff have the appropriate security vetting requirements for the business areas which they have worked in.

**Annual Contract review with CPD**

* 1. CPD will monitor the contract on an annual basis to review the performance across the preceding year. The objective is to detect any deviation from the performance standards and to take corrective action by:
* Providing a channel of communication between the Client and Contractor;
* Monitoring the standards of service to ensure compliance with contract requirements; and
* Keeping records of periodic inspections using the process of formalised visual inspections and statistical control.

The reviews will also be used to investigate the potential for savings or to improve efficiency or performance.

* + 1. **Escalation Procedures**

3.1 In the event that complaints cannot be resolved between the Client’s Business Area Representative and the Contractor, the Client’s Business Area Representative will escalate this to the Client’s Information Manager. At the Client’s Information Manager request the Contractor shall also escalate this within their organisation and agree to meet with the Client’s Information Manager to achieve complaint resolution. If the issue remains unresolved the Client’s Information Manager shall contact CPD who will review the complaint and advise how the matter is to be progressed.

**KEY PERFORMANCE INDICATORS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **KPI No** | **Area** | **Key Performance Indicator** | **Measurement** | **Score** |
| 1 | Security Clearance | All Contract staff to have the correct level of security clearance for the Client’s Business Areas. | Quarterly Performance Report from Contractor and Client’s Business areas and reports to the Client’s Information Manager. | Pass/ Fail |
| 2 | Retrieval service | Adherence to response times | Late retrievals must be reported by the Client’s Business Area Representative to the Contractor immediately. The Client’s Business Area Representative must escalate all issues to the Client’s Information Manager for the quarterly performance review meeting. Details of late retrievals must be included in the quarterly service reports. | 1, 2 or 3 |
| 3 | Retrieval service | Accuracy of Retrievals - the Contractor must retrieve and deliver the correct box to the correct business area. | Incorrect boxes must be reported by the Client’s Business Area Representative to the Contractor immediately. Details of late retrievals must be included in the quarterly service reports. | 1, 2 or 3 |
| 4 | Retrieval service | Condition of Boxes - boxes must be delivered in good condition to ensure records are not damaged or accessible in transit. If a retrieved box is damaged the damaged box procedures must be adhered to. | Damaged boxes must be reported by the Client Business Representative to the Contractor immediately. Details of late retrievals must be included in the quarterly service reports. | 1, 2 or 3 |
| 5 | Collection Service | Adherence to Response times - the Contractor must collect the boxes within 2 days of the request being placed by the Business area. | Late collections must be reported by the Client’s Business Area Representative to the Contractor immediately. Details of late retrievals must be included in the quarterly service reports. | 1, 2 or 3 |
| 6 | Invoicing | Timely and correct invoices - e-invoices must be received by the Business Area via Account NI on a monthly basis. Back up detail must be e-mailed to the Client’s Business Area Representative 5 days prior to allow time for data reconciliation. | Incorrect invoices or late receipt of back up detail must be reported by the Client’s Business Area Representative to the Contractor immediately. | 1, 2 or 3 |
| 7 | Post Filing | Record filed appropriately within 48 hours. The Contractor must include relevant details in a monthly performance report to be agreed with the Client. The Contractor must notify the Client if unable to trace any file. | Quarterly Performance Report from Contractor and Clients Business areas and reported to the Clients Information Manager. | 1, 2 or 3 |
| 8 | Reporting | The Contractor must submit the Quarterly Information Management Reports to the Client Representative 3 working days before the Client Quarterly Review Meetings. | Late reports must be reported by the Client’s Representative to the Contractor immediately. | 1, 2 or 3 |
| 9 | Information Security | Potential data loss and security breach incidents must be reported to the Client’s Information Security Team within 1 hour of occurrence and followed up with a written report within 24 hours. | Report received by Client’s Information Security Team within 1 hour. | 1, 2 or 3 |

**Annex B**

**Contract Documents**

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