

Order Form

Framework agreement reference: SBS/19/AB/WAB/9411

Date of order	8 January 2024	Order Number	[REDACTED] To be quoted on all correspondence relating to this Order
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FROM

Customer	Ambulance Radio Programme ("ARP") on behalf of the Department of Health and Social Care ("DHSC") "Customer"
Customer's Address	[REDACTED]
Invoice Address	[REDACTED]
Contact Ref:	[REDACTED]

TO

Supplier	Insight Direct (UK) Ltd (Company Number 02579852) "Supplier"
Supplier's Address	Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
Account Manager	[REDACTED]

GUARANTEE

Guarantee to be provided	No
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1. TERM
(1.1) Commencement Date
18th January 2024
(1.2) Expiry Date
18th January 2026
The Contract shall expire on the date which is 24 Months after the Commencement Date.

2. GOODS AND SERVICES REQUIREMENTS**(2.1) Goods and/or Services**

Goods – Hardware and Software, these are set out in detail in the Terms and Conditions in Schedule 5 and 6.

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

Service Profile -To be agreed when services required

[Guidance: Insert details of the service profile agreed]

Minimum Order Value

Optional Services

Buying Administration ☒

Decommissioning ☒

Interface with ARP's Service Partner ☒

Requirements

These are set out in detail in the Terms and Conditions in Schedule 5 and 6. The supplier hereby acknowledges that all goods, equipment and software provided under the Contract are business critical items and the supplier shall comply fully with the provisions of the Terms and Conditions in Schedule 5 and 6.

(2.2) Premises

There are 27 geographically spread Control Rooms; these currently cover the 11 English Ambulance Trusts. Details of the locations of each Trust's Control Rooms (including 7 x additional Control Room locations for Optional Service Recipients in Scotland and Wales) are provided in below – Anticipated Delivery Locations. The Ambulance Services in Scotland and Wales have decided to adopt the Control Room Software and Mobilisation Application Solutions and so are Service Recipients of this procurement.

ANTICIPATED DELIVERY LOCATIONS (may be subject to change)

Delivery Location	Address	
ARP Data Centres		
1. Data Centre B		
2. Data Centre A		
ARP Testing Suite		
ARP Bristol Office		

Ambulance Service and Location	Address	
North West Ambulance Service NHS Trust		
South Western Ambulance Service NHS Foundation Trust		
North East Ambulance Service NHS Foundation Trust		
South East Coast Ambulance Service NHS Foundation Trust		
East of England Ambulance Service NHS Trust		
West Midlands Ambulance Service NHS Trust		
East Midlands Ambulance Service NHS Trust		
London Ambulance Service NHS Trust		
Yorkshire Ambulance Service NHS Trust		

Isle of Wight NHS Trust		
South Central Ambulance Service NHS Trust		

Wales and Scotland (Optional Service Recipients)

Ambulance Service and Location	Address
Welsh Ambulance Services NHS Trust	
Scottish Ambulance Service Board	

(2.3) Lease/ Licenses

The Supplier shall obtain and maintain throughout the duration of this Contract all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) that may be required by the Customer and which are necessary for the provision of the Goods and the Services.

(2.4) Standards

The Supplier shall always during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

- The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - be appropriately experienced, qualified and trained to supply the Goods in accordance with this Contract;
 - apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Services; and
 - obey all lawful instructions and reasonable directions of the Customer (including, if so

required by the Customer, the ICT Policy) and provide the Goods to the reasonable satisfaction of the Customer.

- The Supplier shall ensure that the Goods are Delivered in accordance with the Specifications, requirements in the Order Form and Terms and Conditions, the manufacturer's specification (as applicable) and the Contract.
- The Supplier shall ensure the Goods are free from defects in design and workmanship and are fit for the purpose.
- All goods and services supplied are to conform to and maintain the following Standards/ accreditations as a minimum:
 - BS EN ISO 9001 Quality Management System
 - BS EN ISO 14001 Environmental Management System
 - ISO/IEC 27001 Information Security Management
 - Directive 2002/96/EC Waste Electrical & Electronic Equipment
 - Directive 2002/95/EC Restriction of Use of Certain Hazardous Substances in Electrical or Electronic Equipment.

(2.5) Security Requirements

Security Policy

The Supplier shall comply with the ARP Security Policy (Schedule 7 of the Terms and Conditions) and where specified by the Customer, including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the ARP Security Policy.

The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

If the Supplier believes that a change or proposed change to the ARP Security Policy will have a material and unavoidable cost implication to the provision of the Goods it may propose a Variation to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Contract Charges shall then be subject to the Variation Procedure.

Until and/or unless a change to the Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Goods in accordance with its existing obligations.

Additional Security Requirements

The Supplier (and any Sub-Contractors) accessing delivery locations of the Customer, or any Service Recipient shall comply with all Service Recipient / data centre security policies (which shall include any prior registration and security clearance requirements).

Processing personal data under or in connection with this contract

NO

(2.6) Exit Plan (where required)

EXIT PLAN

To facilitate uninterrupted continuity and the smooth running of the facilities provided by the Supplier under this contract it is important that at the conclusion of the agreement that data/information be provided to the Customer before the end of term.

[REDACTED]

[illegible]

3. SUPPLIER SOLUTION	
(3.1) Supplier Solution	
<p>Goods – Hardware and Software, these are set out in detail in the Terms and Conditions in Schedule 5 and 6.</p>	
(3.2) Account structure including Key Personnel	
Key Personnel:	<div style="background-color: black; height: 1.2em; width: 460px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 540px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 460px;"></div>
(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods	
N/A	

(3.4) Outline Security Management Plan

As set out below:

The Supplier shall comply with the ARP Security Policy (Schedule 7 of the Terms and Conditions) and where specified by the Customer, including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the ARP Security Policy.

The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

(3.5) Relevant Convictions

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided

N/A

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY**(4.1) Key Performance Indicators**

1. Timely and accurate delivery and/or replacement of all goods, equipment and software, in each case in line with the timescales.
2. Quotations to be provided within a timely period.
3. Invoice accuracy
4. Effective account management to Contracting Authorities, including but not limited to:
 - a. Proactive monitoring and management of service level agreements and key performance indicators.
 - b. Benefits tracking of uptake and savings arising from the Framework Agreement
5. Percentage of the supply chain for which supply chain mapping has been completed in order to reduce the risks of modern slavery
6. Monthly Service Review Meetings to be held focusing on service, deliverables, obligations and the invoicing process

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Level Performance Criterion	Key Indicator	Performance Levels	Severe KPI Failure	Service Credit
Timely and accurate delivery and/or replacement of all goods, equipment and software, in each case in line with the timescales.		<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	<div> <div></div> <div></div> </div>	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>
Quotations to be provided within a timely period.		<div> <div></div> <div></div> <div></div> </div>	<div> <div></div> </div>	<div> <div></div> <div></div> </div>

Invoice accuracy				
Benchmarking				
Provision of Transaction Report				

KPIs for social value are listed below:

Theme	KPI
Tackling Economic Insecurity: Diverse Supply Chains Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.	
Equal Opportunity: Identifying and managing the risks of modern slavery Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.	

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment

profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

(5.2) Invoicing and Payment

[illegible]

[illegible]

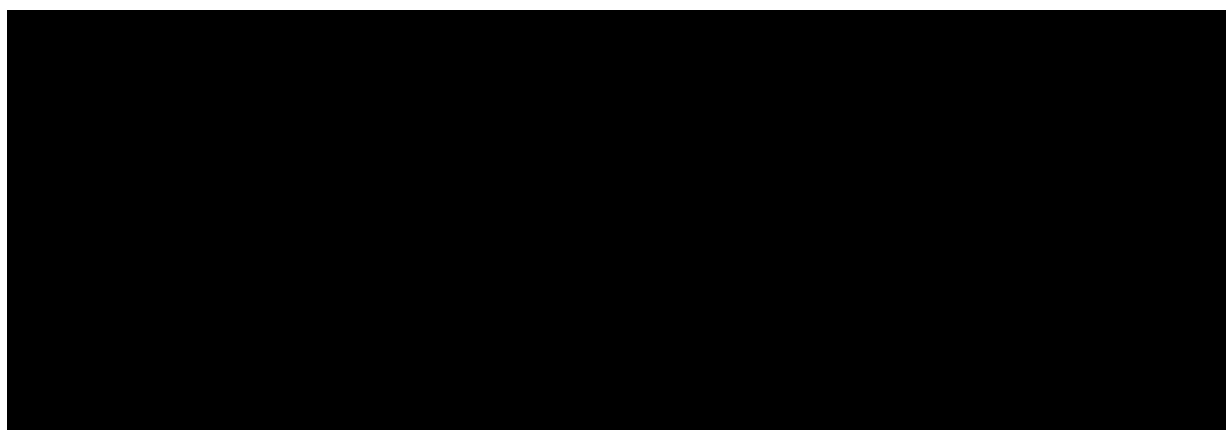
6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

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BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:



For and on behalf of the Customer:

