Further Competition Order Form Template

CALL-OFF REFERENCE: AGEMCSU/TRANS/24/1777

THE BUYER: NHS Black Country Integrated Care Board

BUYER ADDRESS NHS Black country Integrated Care Board

Civic Centre

St Peters Square Wolverhampton

WV1 1SH

SUPPLIER REFERENCE Not Applicable

THE SUPPLIER: Southern Communications Corporate Solutions

Limited T/A SCG Corporate

SUPPLIER ADDRESS: Glebe Farm, Down Street, Dummer, Hampshire,

United Kingdom, RG25 2AD

REGISTRATION NUMBER: 02645307

DUNS NUMBER: N/A

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17/07/2024. It's issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT:

Lot 2: Mobile Voice and Data Solutions

Framework Ref: RM6261 Project Version: v2.1 Model Version: v3.8

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6261
- 3. Framework Special
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6261
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6261
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6261
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

CALL-OFF START DATE: 1st October 2024

CALL-OFF EXPIRY DATE: 30th September 2026

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CALL-OFF INITIAL PERIOD:

2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 1 Year, 0 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION Three months.

CALL-OFF DELIVERABLES

Option A:



MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is



CALL-OFF CHARGES

Option A: Insert the Charges for the Deliverables



The above is an attachment of the original submission for the Charges for the Deliverables. The ICB have revised the quantities against your submission pricing, and this can be found in Call-Off Schedule 5 (Pricing Details) section below.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

BUYER'S INVOICE ADDRESS:

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NHS Black country Integrated Care Board QUA PAYABLES M875 PO BOX 312 Leeds LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

https://blackcountry.icb.nhs.uk/

SECURITY REQUIREMENTS Not applicable

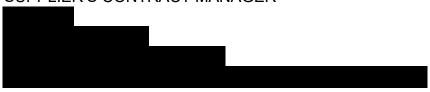
BUYER'S SECURITY POLICY

https://blackcountry.icb.nhs.uk/

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter

KEY STAFF Not Applicable

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KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION Commercials/Pricing

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT

Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	25/07/2024	Date:	10/10/24

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Specification for Provision of Calls, Data, and contract for NHS Black Country Integrated Care Board.

In September 2024, the NHS Black Country Integrated Care Board (BCICB) contract for mobile phones, data and virtual lines are up for renewal.

The appointed partner will support mobile working for the effective delivery of services and therefore is seeking a provider who can support this requirement through effective network coverage.

The current contract (supplied by Class Networks now known as Southern Communications ltd) runs predominantly on EE, although there are accesses to other network carriers if necessary.

We are now seeking to procure a voice & data service to consolidate all our existing requirements into a 2-year contract with the option to extend for a further 1 year, starting from 23rd September 2024.

NHS BCICB are seeking a provider that can offer a consolidated data allowance model rather than individual data allowances.

As remaining existing voice and data connections expire (subject to the need for continuation); or there is a requirement for additional voice and data connections, it is expected these will become new service requirements to be added to this new 2-year (plus optional 1 year) contract. However, any additional services irrespective of their start date(s), will 'co-terminate' at the same three-year contract end date. Each connection regardless of start date must have a 30-day cancellation notice without any further termination charges being applied.

2.0 Annex A - Technical Specification

2.1 Mobile Voice and Data

2.1.1 User Categories

NHS BCICB has varied requirements as listed below:

- Talk and Text Voice (local and national) and SMS
- Data Access Access to email, calendar, contacts, MS Teams, internet etc.
- Ability to make and receive calls over Wi-Fi (Voice over internet) i.e. Wi-Fi calling.
- A centralised consolidated data allowance
- Ability to proactively manage account through an online portal, with ease and simplicity with features such as adding connections, removing connections, ordering hardware, SIM tracking, order tracking, live chat capability, SIM swaps, online billing, monthly reports, upgrades, and accessories

Suppliers are requested to describe how they could deliver a resilient service suitable to maintain communications in the event of significant service interruption. For example, to be able to provide within their portfolio a mobile APN. This is anticipated to be based along the lines of a 4G/5G router, Mi-Fi device or similar with installed SIM(s) with APN connectivity to be deployed in instances where a temporary office is required, a Disaster Recovery / Business Continuity deployment or where fixed line data services are not practical.

2.1.2 Devices

NHS BCICB would expect the supplier to use the current handset models issued to staff.

We currently we have

- iPhone 12 (approx. 60%)
- Samsung S20 (approx. 35%)
- Samsung A03/04 (approx.5%) these devices are given to staff who are from agencies or temporary.

Devices are not required as part of this tender.

2.1.3 - MS Team direct routing

As part of the contract, there may be a requirement to provide the NHS BCICB with MS Teams direct call routing at individual user level.

It is envisaged that staff may be given the option of having an MS Teams telephony number as a direct dial instead of a work mobile phone. At present, 122 staff have stated that this MAY be their preferred option. The supplier is therefore required to provide as part of this contract a geographical number on an individual basis and configured within MS Teams directly without the need of any other third-party platform\software, as well as a geographical number that will be required to have a call package for each individual member of staff.

The costing for the above must be submitted on the FMT 'additional cost tab'. If a shared pool of minutes is available, please add this as an additional line(s) on the same appendix of the 'additional cost tab'.

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Please note that the staff who have expressed their interest in MS Teams have not been officially committed. However, it will be confirmed when the contract is awarded as part of the staff engagement phase (post contract award)

2.2 Mobile Network Coverage

Majority of NHS BCICB staff predominately work from home and can be based all around the West Midlands, however we do have some staff who work further afield. Although staff will be given an option to have MS Teams calling enabled but there will a proportion of staff that will require a mobile phone as they will need to travel for work.

The Supplier is required to provide a minimum of 90% geographic coverage and 98% population coverage for 4G\5G services throughout the UK and most importantly across the West Midlands.

The Supplier is expected to provide a solution should their own network offer insufficient coverage. If a SIM from a 3rd party network or provider is required to overcome any coverage or capacity issues the supplier will warrant support [or similar].

2.3 Service Migration

The Supplier shall minimise the service impact of migrating from the current to the new service provider, describing the practical steps that they will take to demonstrate how this will be achieved.

Any costs for migration purposes must be included in the financial template.

The Supplier shall migrate all contract telephone numbers that have currently reached their minimum contract term from the existing service provider to the new service. The Supplier shall migrate these current users from the existing service provider in a mutually agreed timescale with NHS BCICB.

The Supplier will state how service migration will be undertaken providing details of the process and how this will be managed. The Supplier will provide a detailed project plan, a dedicated Project Manager and the necessary resource required to ensure a successful migration.

2.4 Security

Providers must have Cyber Essentials Plus accreditation.

2.5 Tariff Flexibility

All connections must co-terminate at the same expiry date as the main contract term.

Suppliers are required to state their policy should NHS BCICB exceed the allocated/agreed centralised data allowance (shared data pool), in any defined period. It should be stated clearly whether any centralised data caps will be automatically imposed, or any additional charges will be incurred by NHS BCICB for excess data usage and how this will be notified and or monitored. It is important that the Supplier provides a simplified management reporting

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mechanism for alerting NHS BCICB, ahead of any such data cap breach. These alerts may be initial alert, second alert, final alert (action).

The messages to users are to be customisable by the NHS BCICB but not necessarily to individual level.

Suppliers are required to detail any Fair Use policies which may apply. (Information only) It is a requirement that the call and text allowance(s) on this contract be reviewed on a periodic basis.

All data must be via a shared pool and not allocated on a per user/connection basis.

2.6 Voice Tariff

Each voice and data connection shall be for unlimited texts; unlimited voice calls across landlines and all networks (UK only).

Each data only connection must allow for access to internet as a standard with the ability to add voice if and when required on an individual case by case basis.

All connections shall be consolidated to a single renewal date regardless of when they are activated during the contract term.

2.7 Outbound Tariff

NHS BCICB shall not be charged for failed calls. NHS BCICB shall not be charged for calls to voicemail. NHS BCICB shall not be charged for calls to your customer care. The Supplier shall provide contact numbers for us to call your customer support free of charge from a mobile phone.

2.7.1 International Roaming

By default, international roaming should be disabled in all supplied SIM's, but all devices should be capable of operating worldwide. NHS BCICB should be able to request that International Roaming is enabled on any handset and shall not be charged for enabling of this service. Charges for international roaming should be readily available upon request.

2.7.2 Call Barring

When requested by NHS BCICB, the Supplier shall add or remove call barring for certain call and messaging prefixes without charge. Including but not limited to the following:

- International Calls
- Premium Rate
- Directory Enquiries

2.7.3 Cost of Services Exceeding Included Allowance

The Supplier should detail the cost of any features and facilities which may be offered but are not included in the base cost. For example: (information only)

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- Location based services,
- Group hunting,
- Call restrictions (outgoing / incoming)
- Call Forwarding etc.

2.08 Roadmap

Upon commencement of the contract, and periodically throughout the lifetime of the contract, Suppliers should provide a roadmap detailing any upcoming technologies that may be introduced that may be of benefit to NHS BCICB., such as

- 5G trials within and across healthcare
- IoT (internet of things)

NHS BCICB would also like to have details of how they can participate in any pilots for new and emerging technologies.

2.09 Call, Data Management Reporting and Invoicing

The Supplier is required to describe any:

- On-line system which you will provide that would allow NHS BCICB to administer tariffs and cancellation or ordering of Sims.
- On-line system which you will provide that would allow NHS BCICB to report on its mobile call, message, and data usage.
- The Supplier shall provide a monthly report listing monthly call, texts, and data usage for all individual SIM(s)/device(s). This monthly report should also include overall usage (including Zero usage).

An Example of a monthly report expected to be provided by supplier has been included part of the tender.

All connection must be billed at the end of each calendar month and invoiced to ICB within 14 days via Tradeshift. The ICB will provide the supplier with a PO which must be referenced on each Invoice. As well as the invoice being submitted, the monthly usage report must also be emailed to PMO for that particular month as backing data. Invoices will then be receipted by the ICB once usage report has been analysed.

Invoices MUST also be sent in Excel format to bcicb.digitalpmo@nhs.net at them same time of the usage report.

2.10 Data retention

- 2-year network performance statistics
- 1-vear detailed call records
- 1 year internet history records
- 6 year financial and aggregated call records
- All data shall be destroyed securely at the end of the retention period listed above or where UK law prevails

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 Data shall not be shared with any 3rd parties except where explicitly requested by or agreed NHS BCICB or where UK law prevails.

2.11 Additional requirements for NHS BCICB

NHS BCICB request that it, or it's nominated agents have regular contact with a dedicated account manager for system updates, innovations, problem solving, contract issue reporting and resolution or other supplier provisions and information. These meetings should be arranged prior to attendance at a minimum half yearly, ideally quarterly throughout the contract term.

2.12 Social Values - Digital health inequality

As part of its ongoing commitment to help reduce overall health inequality, NHS BCICB (in collaboration with all major healthcare, academic institutions, and voluntary providers across the Sustainable Transformation Partnership) have a social value to tackle this problem by reducing 'digital' health inequality.

The digital health inequality programme has 4 fundamental pillars that have been recognised as part of its success:

- Access to data
- Access to kit
- Access to skills
- Access to training

More information can be found at: Black Country Connected :: Black Country ICS

It is expected that the NHS BCICB partner for corporate mobile and data joins this programme (with influence) and help bring commodity to support and help this high-profile and important programme over the next 3 years.

Annex B - Current Position

Network Service Provider - EE	<u>Totals</u>
No of Connections	492
Average data usage per month (GB)	617
Average data usage per year (GB)	7404
Voice only tariffs	0
Voice & Data tariffs	486
Data only tariffs	6

Network Service Provider - Vodafone	Totals
No of Connections	67
Average data usage per month (GB)	63
Average data usage per year (GB)	758
Voice only tariffs	0
Voice & Data tariffs	27
Data only tariffs	40

Network Service Provider – o2	Totals
No of Connections	9
Average data usage per month (GB)	128
Average data usage per year (GB)	1535
Voice only tariffs	0
Voice & Data tariffs	8
Data only tariffs	1

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Network Service Provider – Three	Totals
No of Connections	2
Average data usage per month (GB)	4
Average data usage per year (GB)	48
Voice only tariffs	0
Voice & Data tariffs	1
Data only tariffs	1