



Crown
Commercial
Service

**Technology Products 2 Agreement RM3733
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733>



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details

Customer organisation name

Scottish Fire and Rescue Service

Billing address

The Scottish Fire and Rescue Service
REDACTED INFORMATION

Customer representative name(s)

REDACTED INFORMATION

Customer representative contact details

REDACTED INFORMATION

Supplier details

Supplier name

Prime Contractor as per RM3733 Framework Agreement:
European Electronique Ltd

Subcontractor:

Virgin Media Business

Supplier address

Prime Contractor as per RM3733 Framework Agreement:

European Electronique Ltd
REDACTED INFORMATION

Subcontractor:

Virgin Media Business
REDACTED INFORMATION

Supplier representative name

REDACTED INFORMATION

Supplier representative contact details

REDACTED INFORMATION



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Order reference number
CCIH19A13



Section B Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input checked="" type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |

Customer project reference

CCIH19A13

Call Off Commencement Date

10th October 2019

Call Off Contract Period (Term)

The Contract will be for an initial three (3) year period with an option to extend in x2 one (1) yearly increments reviewed on an annual basis. (3+1+1)

Call Off Initial Period

Three (3) Years

Call Off Extension Period (Optional)

x2 one (1) yearly increments reviewed on an annual basis. (+1+1)

Specific Standards or compliance requirements

The Supplier will be a certified Cisco Gold partner

Quality and Compliance standards shall be as outlined in this Contract Order Form and in line with the Terms and Conditions of RM3733 Technology Products 2.



Section C Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

Expression or Acronym	Definition
Priority 1 Incident	This refers to any fault with the Customer's equipment that impacts the ability of the SFRS to deliver any network related services.

The scope of this Contract has four (4) main elements:

To cover Cisco hardware – (maintenance, support, replacement and, where required, installation services).

To cover Cisco software - (maintenance, support, replacement and, where required, installation services).

Close to the Box/Value Add Services: The Customer requires a trusted partner that will work with the Customer on the development of a network infrastructure refresh programme and advice on Cisco purchasing. This may also include integration with existing systems and platforms, services for which would be called off depending on the specific requirements.

To provide a route to market for all Cisco purchases within the contract period.

The following Cisco devices are indicative of the installed estate subject to this procurement.

- (a) Layer 3 Switches – 35 units
- (b) Nexus Switches – 8 units
- (c) Routers – 368 units
- (d) Wireless Controllers – 3 units
- (e) Firewall's – 19 units
- (f) Unified Computing Servers – 6 units

Note: quantities stated are approximate, The Customer reserves the right not to place specific equipment under commercial support arrangements.

All Support and Maintenance contracts must be backed off to Cisco to ensure the Customer has direct access to Cisco TAC.

The scope of this procurement does not include:

- (a) A route to market for any ICT kit other than Cisco
- (b) Commitment to extend any signed contracts without formal review
- (c) Planning and analysis related to the network infrastructure refresh program



THE REQUIREMENT

The Supplier will work with the Customer on the development of a network infrastructure refresh programme and advise on Cisco purchasing.

The Supplier will provide a route to market for all Cisco purchases within the specified contract.

The Supplier will provide Customer staff with direct access to; latest Operating System software, Cisco TAC and online resources for all Cisco equipment operated by the Customer.

Please refer to the attached document **Annex 1** for details on existing Cisco Hardware that will be supported and maintained by the Supplier.

What is included in each requirement:

To cover Cisco Hardware

This entails support and maintenance on the Customer owned Cisco Hardware sitting within the Customer's infrastructure.

The details of this kit are outlined in a separate document labelled Annex 1 – Devices for Maintenance for the Current Cisco Hardware.

This scope will include support, replacement and, where required, installation services as outlined below:

- (a) Support SLA required for Priority 1 Support Incident as previously detailed:
- (b) On site 24 x 7 x 4-hour response, 24 hours a day, 7 days a week, including public holidays.

Support SLA required for all other Support Requests:

- (a) On site 8x5xNext-business-day delivery, defined as local business hours, 5 days a week with options for Hardware replacement only and on-site support.
- (b) SLA for Procurement: To be processed within 3 business days of receipt of order.
- (c) SLA for Delivery: All goods to be delivered within 30 business days of order being placed on Cisco.

To cover Cisco Software

This entails the provision of an appropriate support contract on the software associated with each of the hardware devices listed in **Annex 1**.

The level of the support contract will be such that it will entitle the Customer's ICT Staff direct access to:

- (a) The latest Operating System (OS) software for all licensed feature sets to include: (OS) software updates, bug fixes, PSIRTs, etc.
- (b) Technical support from the Cisco TAC 24 hours a day, 365 days a year.



(c) Online resources e.g. online self-help tools such as the Cisco extensive knowledge library, software downloads and support tools.

To find a trusted partner that will work with the Customer on the development of a network infrastructure refresh programme and advise on Cisco purchasing:

This entails understanding the current Cisco infrastructure deployed.
This may require a review by the Supplier.

Assisting in refreshing the current Cisco infrastructure deployed as needed to meet the needs of the Customer.

Reviewing the Customer Cisco purchase requests to ensure they are fit for purpose and align with the Cisco long-term strategic plan and Roadmaps for Cisco Products. This includes advising on upcoming EOL Cisco products and aligning the Customer's processes to ensure informed procurement decisions.

To provide a route to market for all Cisco purchases within the specified contract timeline:

The following Cisco devices under review are:

Layer 3 Switches – 78 units

Nexus Switches – 8 units

Routers – 377 units

Wireless Controllers – 3 units

Firewall's – 17 units

Unified Computing Servers – 6 units

Providing a mode of procurement for all Cisco hardware and software products

The route to market will be seamless and have notable impact on the amount of time by which the Customer receive Cisco kit in relation to the current procurement process

The items procured will fall directly under the umbrella maintenance contract

MANAGEMENT INFORMATION/REPORTING

Reporting when necessary will be directly through a primary and/ or secondary point of contact provided by the Customer.

VOLUMES

The Customer has recently undergone the WAN project which looked at overhauling the Customer's network connectivity throughout Scotland. The near completion of this project is expected to reduce the amount of kit required moving forward. REDACTED INFORMATION

Volumes for the Hardware, Software and Maintenance shall be as outlined in this Statement of Requirements.



CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier will present new ways of working to the Customer during quarterly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

QUALITY

The Supplier must be a certified Cisco Gold partner and able to support the full spectrum of all Cisco hardware and software.

The Supplier must specify and detail:

The number and location of UK based engineering resources.

The number of UK based engineering resources holding Government Security Clearance and the level held.

Number, technology/product line and level of Cisco certifications held within the:

UK based engineering resource.

Organisation as a whole.

Number, technology/product line of Cisco Specialisations held within the:

UK based engineering resource.

Organisation as a whole.

How the Supplier proposes to meet the SLAs stipulated, across all geographically dispersed Customer sites, specifically in more remote areas.

The specific Support Services proposed - whether they based upon Cisco Partner Support Services or another Cisco offering such as Smartnet.

Quality shall be measured against the requirements outlined in this Statement of Requirements and in line with the Terms and Conditions of RM3733 Technology Products 2.

STAFF AND CUSTOMER SERVICE

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE



The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Maintenance and support of priority 1 requests	Priority 1 requests relate directly to control rooms and the Customer's ability to respond to an incident. The Customer would require a response within 3 hours of the Customer's support request	98%
2	Maintenance and support of any other requests	Any other requests would need to be responded to within 24 hours.	90%
3	Procurement	The procurement of any future Cisco kit will be processed within 3 business days.	90%
4	Delivery	Delivery of any future Cisco kit will be within 30 business days unless otherwise identified and agreed at the time of purchase.	95%
5	Feedback on network infrastructure refresh and procurement items. This includes the call for professional services.	Response to be expected within 3 business days of initiation. The length of time by which the feedback will be given may be determined based on the requirements at the time.	90%
6	Contract Management	All complaints and issues will be acknowledged within 24hrs and a resolution provided within 3 working days.	98%

The Customer agrees to work with the Supplier to resolve service failure issues. However, it will remain the Supplier sole responsibility to resolve any such service failures.

Where the Successful Supplier falls against the KPI's listed above, the Customer will in the first instance, seek a mutually agreeable solution with the Supplier. However, if this is not possible, the



Customer reserves the right to cancel the agreement and seek alternative supply from the next ranked Supplier identified during the procurement event.

CONTRACT MANAGEMENT

Contract Management is outlined above within the requirement and will be measure and monitored in line with the SLAs and Milestones outlined in this Statement of Requirements.

Attendance at Contract Review meetings shall be at the Supplier’s own expense. Contract review meetings are likely to take place at the Customer’s HQ located in Cambuslang, Glasgow.

Warranty Period, if applicable

As per manufacturer’s warranties for hardware and as per the agreed Support & Maintenance provision detailed in this Contract Order Form.

Location/Site(s) for Delivery

The location of the Services will be carried out based on the support requirements of each piece of kit. This may be via telephone, email or onsite maintenance if required. The customer has over 400 sites across Scotland.

Please refer to Annex 1 – Devices for Maintenance

Contract review meetings are likely to take place at the Customer’s Headquarters:

Scottish Fire and Rescue Service

REDACTED INFORMATION

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Have all the specified Cisco kit under a maintenance/ support agreement, ensure all accounts are setup properly and communicate the proper process and procedure for utilising this agreement.	Within 30 days of Contract Award
2	Begin discussions on the network infrastructure refresh programme with the Customer appointed contacts.	Within 4 weeks of Contract Award
3	Milestone Payments	Procurement payments per purchase. Maintenance from April to March (Annual) with 1 st year to be prorated to fit this billing cycle.

Dates for Delivery of the Goods and/or the Services



The following Contract milestones/deliverables shall apply:

Software

Supplier Software	Third Party Software	Maintenance Agreement
Not Applicable	Cisco software.	As per Section C and Section D of this Contract Order Form.

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses

Scots Law Or	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>

Non-Crown Bodies	<input type="checkbox"/>
Non-FOIA Public Bodies	<input type="checkbox"/>

Additional Clauses

Tick one box below as applicable

- A: Termed Delivery – Goods
- B: Complex Delivery – Solutions
(includes Termed Delivery – Goods)

**NB Both of the above options
require an Implementation Plan
which should be appended to this
Order Form**

Optional Clauses

Tick any applicable boxes below

- C: Due Diligence
- D: Call Off Guarantee
- E: NHS Coding
Requirements
- F: Continuous Improvement
& Benchmarking
- G: Customer Premises
- H: Customer Property
- I: MOD Additional Clauses

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)

Not Applicable

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

The maximum contract value including any extensions (ex VAT) is £5,000,000.00.

Value per Contract Year (excluding VAT):
REDACTED INFORMATION



The Customer reserves the right to not spend all of the per annum values and reserves the right not to spend all of the maximum contract value. Annual and Overall Spend will be dependent on the Customer's programmes of work during the Contract Term.

Charges shall include all costs for the specification including insurance, delivery and acceptance tests and exclude VAT.

The rates stated in the Contract (Section D) shall be all inclusive of all obligations and liabilities under the Contract, including all necessary costs, profit and overheads to successfully undertake the contract to its true intent.

PAYMENT AND INVOICING

No invoices will be accepted from the Supplier without an official Purchase Order from the Customer. The order number must be quoted in full on all invoices.

The Customer will aim to ensure the prompt payment of Supplier invoices within 30 days of submission of a valid invoice and following the receipt of certification that goods/services have been delivered to their Service's satisfaction.

The Customer would also encourage the Supplier to make the same commitment to the payment of their sub-contractors/associates within a 30 day period.

One invoice, stating the relevant order number, shall be submitted for each Official Purchase Order received from the Customer. All Invoices will be sent to the following address:

The Scottish Fire and Rescue Service
REDACTED INFORMATION

Invoices will contain the following information as a minimum:

Description of purchase

Quantity

Price per item

Delivery date

Failure to do so may lead to a delay in payment.

The Customer will return any invoices received, containing error(s) to the Supplier who will supply a new invoice as opposed to sending a credit note to rectify prior errors. No interest will be payable by the Customer, on any sums outstanding as a result of the Supplier's error(s).

It is the policy of the Customer to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). The Supplier will complete and return their bank and relevant company details in Section 10 Supplier Payment Details.

In the event of late payment, initial enquiries will be made to the Contract Administrator via the Supplier's appointed Project Manager for resolution.



Due to elements of the Contract having a '999' emergency response requirement, it is imperative that under no circumstances will any element of the service be terminated unless it is done so in line with the terms and conditions of the requirement and resultant contract.

Any Travel and Subsistence shall not be paid separately and will be absorbed into the costs. On Site visits will be at the Supplier's own expense.

Is a Financed Purchase Agreement being used?

Tick as required

If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£)

REDACTED INFORMATION

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

All pricing information in the Proposal. The Supplier regards this information as commercially sensitive and confidential. The FOIA specifically sets out that information is exempt from release under section 41 of FOIA, and this is an absolute exemption, if disclosure of the information to the public (otherwise than under this FOIA) by the public authority holding it would constitute a breach of confidence actionable by that or any other person. As such, the Supplier submits that the Customer is therefore not required to consider whether there is a competing public interest and the Customer's discretion is based on a different standard to the "public interest test".



Total contract value

The maximum contract value including any contract extensions (excluding VAT) is £5,000,000.00.

The Customer reserves the right to not spend all of the per annum values and reserves the right not to spend all of the maximum contract value. Spend will be dependent on the Customer's programmes of work during the Contract Term.

Supplier Rates and Charges:

REDACTED INFORMATION

Supplier's Capped Margin:

The Supplier's percentage (%) mark-up margin will apply to called-off Goods under the Contract for the duration of the Contract Term.

REDACTED INFORMATION

Annual Service Costs and Hardware Costs

The Supplier's quoted pricing is valid for ninety (90) days following Contract Commencement. Pricing may need to be re-quoted after these 90 days but all levels of discount and the Supplier's capped margin will remain the same as stated within this Contract Order Form and associated Annex 1.

These are the Supplier's costs based on the Customer's estimated requirements structure scenario below. However, the scope of Customer's requirements are not limited only to the Cisco products and Support detailed below. Other CISCO products will be identified and discussed between the Customer and the Supplier during the Contract Term. Please also refer to the Customer's Inventory detailed in **Annex 1**.

REDACTED INFORMATION



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Supplier Response:

REDACTED INFORMATION



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Annex 2 – Supplier Cisco Certification

REDACTED INFORMATION



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED INFORMATION
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	REDACTED INFORMATION
Job role/title	
Signature	
Date	