



Crown
Commercial
Service

**Technology Services 2 Agreement RM3804
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 provide the 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 ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

The Police ICT Company Limited

Billing address

Accounts Payable, Finance Office, The Police ICT Company, 33 Queen Street, London, EC4R 1AP

Customer representative name

Dave Edwards, Head of Commercial

Customer representative contact details

dave.edwards@ict.police.uk

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
CACI Ltd



Crown
Commercial
Service

Supplier address

Supplier's registered address

CACI House, Avonmore Road, Kensington Village, London, W14 8TS

Supplier representative name

The name of the Supplier point of contact for this Order

Inde Uppal, Vice President and Director Digital Solutions

Supplier representative contact details

Email and telephone contact details of the supplier's representative

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure

Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number

CACI1581

Section B**Overview of the requirement****Framework Lot under which this Order is being placed****Customer project reference**

PICTCN-100-2020

1. TECHNOLOGY STRATEGY & SERVICES DESIGN ☐

2. TRANSITION & TRANSFORMATION ☐

3. OPERATIONAL SERVICES ☐

Call Off Commencement Date

14/09/2020

a: End User Services ☐

b: Operational Management ☒

c: Technical Management ☐

d: Application and Data Management ☐

4. PROGRAMMES & LARGE PROJECTS

a. OFFICIAL ☐

a. SECRET (& above) ☐

Call Off Contract Period (Term)

Call Off Initial Period Months



31 months (from Commencement Date until 31st March 2023) **Call Off Extension Period (Optional)** Months
12 + 12

Minimum Notice Period for exercise of Termination Without Cause 60 calendar days

Additional specific standards or compliance requirements

Services to be provided by the Supplier in accordance with the requirements as set out in Appendix 2 (Technical Specification) to this Order Form.

The Service shall be delivered in accordance with the Method Statements attached at Appendix 3 (Method Statements) and any Customer Policies and Guidance attached at Appendix 5 (Security Aspects Letter and Customer Policies and Guidance).

The Supplier's Charges and Draft Implementation Plan shall take into account the Customer Dependencies, Technical Assumption and Exclusions set out in Appendix 4 (Customer Dependencies, Technical Assumption and Exclusions).

Customer's ICT and Security Policy

The Supplier must comply with the Security Aspects Letters version 1, dated 11th September 2020, as set out in Appendix 5 (Security Aspects Letter and Customer Policies and Guidance) to this Order Form.

Security Management Plan

The Supplier must provide a Security Management Plan for agreement with the Customer's representative no later than 30 calendar days from the Call Off Commencement Date.

The Supplier will use best endeavours to reach an agreement with the Customer within 15 calendar days of submission of the draft Security Management Plan by the Supplier (unless an alternative timeframe is agreed in writing by the Customer) and failure to reach an agreement will be considered by the Customer, a material Default of the Call Off Contract.

Section C

Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

The Services to be delivered to the Customer by the Supplier are detailed at Appendix 2 (Technical Specification).

Location/Site(s) for provision of the Services

From the Supplier's premises at 5th Floor, 8 St Pauls Street, Leeds LS1 2LE and from its Head Office at CACI House, Kensington Village, Avonmore Road, London, W14 8TS plus remote



working (in the UK). All Services must be performed from premises within the UK and no offshoring of development, technology, infrastructure or call centres is permitted.

Additional Clauses (as per Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

☐

C: Call Off Guarantee

☐

D: Relevant Convictions

☐

A3: Staff Transfer

E: Security Requirements

☒

A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

☒

A1: Testing

☒

A2: Key Personnel

☒

G: Security Measures

☒

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

H: MOD Additional Clauses

☐

B1: Business Continuity and Disaster Recovery

☒

B2: Continuous Improvement & Benchmarking

☒

Alternative Clauses

B3: Supplier Equipment

☐

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

B4: Maintenance of the ICT Environment

☒

Tick any applicable boxes below

B5: Supplier Request for Increase of the Call Off Contract Charges

☐

Scots Law
Or

☐

B6: Indexation

☐

Northern Ireland Law

☐

B7: Additional Performance Monitoring Requirements

☒

Non-Crown Bodies

☐



Collaboration Agreement

Organisations required to collaborate

Without limitation: Bramble Hub Ltd, Bluestar Software Ltd, Amazon Web Services, local and national policing organisations, Placecube Ltd & various other technology partners as deemed necessary by the Customer.

The Supplier will use best endeavours to agree appropriate agreements including Collaboration Agreements where required by the Customer with the relevant Parties within 45 days (unless an alternative timeframe is agreed in writing by the Customer) of the Call Off Commencement Date and failure to do so will be considered by the Customer, a material Default of the Call Off Contract.

45
days

Licensed Software

Supplier Software

N/A

Third Party Software

As defined within Appendix 2 (Technical Specification)

Customer Property *(see Call Off Clause 21)*

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

As described within Appendix 2 (Technical Specification)

Call Off Contract Charges and Payment Profile *(see Call Off Schedule 2)*

In accordance with Appendix 1 (Charges). Pricing comprises of the following components:

Ser	Subject	Price Type	Payment Conditions
1	Set-up, transition, Knowledge Transfer & Implementation	T&M subject to Maximum price	Upon Customer sign-off of deliverables within the Implementation Plan.
2	Core Service Management	Annual Fixed price, paid monthly	Monthly in arrears following sign-off of monthly service report, net of applicable Service Credits
3	Additional per ticket cost	Fixed Price per ticket, paid monthly following agreement of monthly service report	Monthly in arrears following sign-off of monthly service report, net of applicable Service Credits
4	Exit Management	T&M subject to Maximum price	Upon Customer sign-off of deliverables within Exit Plan



5	Termination for Without Cause	T&M subject to Maximum price	Upon Customer sign-off of deliverables within Exit Plan
6	Fixed price rate card	T&M	As defined within separate Change Control agreement
7	Option Prices	Fixed	To be incorporated into Ser 2 if selected by the Customer

The Supplier confirms that there will be no increase in the Supplier's charges in the event that the volume of users exceeds that specified within Appendix 2.

The Customer reserves the right to perform a full cost reconciliation, as a minimum on a rolling 12 month basis (or sooner at the discretion of the Customer), to review value for money and potentially negotiate amendments to the pricing mechanisms.

Undisputed Sums Limit (£)	£200,000
Delay Period Limit (calendar days)	10 days
Estimated Year 1 Call Off Contract Charges (£)	£459,766.83 This price will be amended and prorated to reflect the actual date when the Services commence.

Enhanced Insurance Cover

Third Party Public Liability Insurance (£)	£5,000,000
Professional Indemnity Insurance (£)	£5,000,000
Cyber Insurance (£)	£5,000,000

Transparency Reports (Schedule 6)

• Transparency Reports (see Call Off Schedule 6) • If required by the Customer populate the table below to describe the detail • Title	• Content	• Format	• Frequency
• Performance	<ul style="list-style-type: none"> • Project highlight report • Project Escalations • SLA & KPI performance data • Review Issues & Risk • Demand Planning (Pipeline & Resourcing) • Supplier Added Value • Updates on organizational or staff changes 	• MS Powerpoint slides	• Monthly, in conjunction with Service Review
• Call Off Contract Charges	<ul style="list-style-type: none"> • Detailed breakdown of charges invoiced in period • Forecast for next period 	• MS Word & Excel as appropriate	• Monthly



	<ul style="list-style-type: none"> • Identification of opportunities for cost reduction 		
<ul style="list-style-type: none"> • Sub-Contractors and engagement with 3rd Parties 	<ul style="list-style-type: none"> • Status & highlights • Identification of any changes in roles & responsibilities • Updated RAID report (Risks, Assumptions, Issues & Dependencies) • Key Sub-Contractor personnel 	<ul style="list-style-type: none"> • Approx. 1 page report in MS Word 	<ul style="list-style-type: none"> • Quarterly
<ul style="list-style-type: none"> • Technical 	<ul style="list-style-type: none"> • Opportunities for the performance enhancements, • Change / Service requests and their implementation • No of incidents and resolution in place, • Knowledge database and its effectiveness, • Roadmap for the future integrations – pipeline review, technology involved 	<ul style="list-style-type: none"> • MS Powerpoint slides 	<ul style="list-style-type: none"> • Monthly
<ul style="list-style-type: none"> • Security 	<ul style="list-style-type: none"> • Security incidents reporting • Reporting on security updates • Patching Status • Staff clearance status • Future enhancement 	<ul style="list-style-type: none"> • MS Powerpoint or Word as appropriate 	<ul style="list-style-type: none"> • Monthly

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer
– from the Call Off Commencement Date (Working Days)

45 days

Implementation Plan (see Call Off Clause 5.1.1)

The Supplier must provide an Implementation Plan for agreement with the Customer's representative no later than 21 calendar days after the Call Off Commencement Date.

The Supplier will use best endeavours to reach an agreement with the Customer within 14 calendar days of submission (unless an alternative timeframe is agreed in writing by the Customer) and failure to do so will be considered by the Customer, a material Default of the Call Off Contract.

The draft Implementation Plan will take account of all Customer dependencies known to, or which should reasonably be known to the Supplier, including but not limited to the dependencies set out in Appendix 4 (Customer Dependencies, Technical Assumptions and Exclusions).

BCDR (see Call Off Schedule B1)



The Supplier must provide an BCDR Plan for agreement with the Customer's representative no later than 21 calendar days after the Call Off Commencement Date.

The Supplier will use best endeavours to reach an agreement with the Customer within 14 calendar days of submission (unless an alternative timeframe is agreed in writing by the Customer) and failure to do so will be considered by the Customer, a material Default of the Call Off Contract.

Disaster Period (calendar days)

2 days

GDPR (see Call Off Clause 23.6)

The Supplier will be required to handle both personal and police data and Schedule 7 will be agreed with the Supplier within 30 days of the Call Off Commencement Date.

Supplier Equipment (see Call Off Clause B3)

Not used

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

Key Personnel

Customer Responsibilities

[REDACTED]

Relevant Conviction(s)

Not used. The Supplier must comply with the requirements of the Security Aspects Letter

Appointment as Agent (see Call Off Clause 19.5.4)

Not used

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

Service Credits will be applied to the Suppliers monthly charges for Core Service Management in the event of failure to achieve the contracted Service Levels and Key Performance Indicators.

As stated within Appendix 2 (Technical Specification), the Supplier will support the data gathering exercise for a period of 3 months following Go-Live of the support services to validate the suite of SLAs and KPIs described therein in order to finalise the specific Service Level and Service Credit arrangements that will apply after the 3-month data gathering period.



The Supplier will use best endeavours to reach an agreement with the Customer within 14 calendar days of receipt of the final suite of SLAs and KPIs from the Customer (unless an alternative timeframe is agreed in writing by the Customer). Failure to agree within 14 days will be considered by the Customer, a material Default of the Call Off Contract.

As such, the Customer will not apply Service Credits until this period is complete. The agreement of the metrics which will apply for Critical Service Level Failure, in accordance with Clause 9, will also be concluded during this period. Additionally, failure to achieve 80% of KPIs in aggregate in a monthly period will attract a service credit.

For the avoidance of doubt, the methodology described within the following worked **example** will apply to the calculation of Service Credits:

Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Application Availability The availability measure is the amount of time the FCN X-Change Applications are available as a percentage of the operational hours	Availability	100% availability of service during 8:00am to 10:00pm Monday to Friday excluding public holidays and agreed planned maintenance activity	98%	1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure

Application Availability $v\%$ (Service Level Performance Measure) - $w\%$ (actual Service Level performance) Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Application Availability) – 95.21% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)	=	$y\% / 0.5 = z$ (rounded down) x service credit assigned = % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer $2.79\% / 0.5 = 5$ (rounded down from 5.58) x 0.5 = 2.5 % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer
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Service Credit Cap

The Customer may deduct Service Credits from the Core Service Management fees invoiced by the Supplier each month to the following maximum level:

For a period of 12 months following Call Off Commencement Date: 15%

For the remaining period of the Contract: 20%



Service Credit Earnback

The Supplier shall have the opportunity to earn back Service Credits that may have been applied by the Customer ("Earnback") as follows:

- The Supplier shall provide a Performance Monitoring report to the Customer within 10 working days of the end of each rolling 12-month period that details the information set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring), Part B (Performance Monitoring), paragraph 9, for the previous 12 months including:
 - Statistics on the Supplier's average monthly performance;
 - The Yearly Performance Average; and
 - The total amount of Service Credits imposed against each SLA.
- If, during the preceding twelve months, the Supplier achieved a performance average in a Service Level that was greater than, or equal to, the Service Level Target for such Service Level, the Supplier shall at the sole discretion of the Customer, be refunded to a maximum of up to 90% of the value of Service Credits applied during the preceding 12 month period.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7).

Not used

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

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£2,706,920.13. This contract value is indicative and may vary depending on i) the actual service Go-Live date, ii) the actual monthly ticket volumes, iii) the actual costs where pricing is on a T&M, Not to Exceed basis or iv) other changes agreed through change control




Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.


The Supplier shall provide the 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	Raj Afghan
Job role/title	Chief Legal Officer
Signature	
Date	14/9/20

For and on behalf of the Customer

Name	Ian Bell
Job role/title	Chief Executive Officer
Signature	 <small>Ian Bell (Sep 16, 2020 16:11 GMT+1)</small>
Date	16/09/2020

Appendix 1 (Charges)

Attachment: CACI Financial Model version 1, September 2020

Appendix 2 (Technical Specification)

Attachment: Technical Specification document, Version 1 September 2020



Appendix 3 (Method Statements)

The following management plans, which will incorporate the appropriate relevant aspects of the Supplier response to the Customer's ITSM Invitation to Tender (ref 3281), will become incorporated into this Call Off Contract upon Agreement of each document.

This Appendix will therefore be comprised of the following attachments, which are material components of the Call Off Contract:

- Appendix 3A – Implementation Plan
- Appendix 3B – Security Management Plan
- Appendix 3C – Quality Plan
- Appendix 3D – BCDR Plan
- Appendix 3E – Exit Plan



Appendix 4 (Customer Dependencies, Technical Assumptions and Exclusions)

The quality of the information provided to CACI is fit for purpose, meets functional requirements and where relevant, has passed UAT and has been fully tested and passed all necessary accreditation.

The Customer owns the contractual relationship with all 3rd party suppliers and owns the governance process in resolving any issues so will act as an escalation.

In order for the Services and Deliverables to be successfully delivered both parties accept that a high level of cooperation, in good faith between the parties is required. Both parties shall be under an obligation to act reasonably, in good faith and in a reasonably timely manner (including in responding to the other party, making decisions and providing requested information that is necessary for the provision of the Services and Deliverables) at all times in relation to Services and Deliverables (and the requirements of the Tender as qualified by the Tender Response) and in particular, when items need to be agreed between the parties in order to make further progress. The Customer acknowledges that any delay caused by it or its delivery partners is likely to cause consequential delay to the agreed dates relating to the Services and Deliverables, though the Supplier shall always endeavour to mitigate any such impact.

The Supplier has relied upon the Customer's responses to clarification questions raised during the Tender process.

Customer Responsibilities are as set out in the Supplier's Tender Response (including the Assumption set out at Call Off Contract Appendix 1 Version 1.0) and annexed to this Order.



Appendix 5 (Security Aspects Letter and Customer Policies and Guidance)

Travel & Expense costs:

Travel & Subsistence costs are included in the Charges for all travel within the M25 area and for all routine activity at the Supplier premises. Additional travel costs will be payable subject to the Customer's prior written consent and in accordance with the following:

- Mileage will be paid in accordance with the HMRC guidance as set out below:

	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Cars and vans	45p	25p
Motorcycles	24p	24p
Bicycles	20p	20p

- Overnight accommodation should not exceed £130 per night including breakfast
- Costs for standard class travel only by train will payable

Attachments:

1. Security Aspects Letter, Version 1, September 2020