Order Form

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

Date of order	26 February 2025	Order no.	Project ref. 1811 Atamis ref. C338006

FROM

Customer	NHS England on behalf of South, Central and West (SCW)		
	Commissioning Support Unit "Customer"		
Customer Address	Omega House, 112 Southampton Road, Eastleigh, SO50 5PB		
Invoice Address	NHS South, Central and West CSU, 0DF Payables M425, PO BOX 312,		
	Leeds, LS11 1HP		
Contact Ref:	Name: Senior Technical Analyst		
	Phone:		
	Email:		

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Supplier	Softcat PLC "Supplier"		
Supplier Address	Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW		
	Companies House no. 02174990		
Account Manager	Name: Partner Alliance Senior Account Manager		
	Phone:		
	Email:		

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	N/A
Parent Company address	
Account Manager	

1. TERM		
(1.1)	Commencement Date - 1 March 2025	
(1.2) Expiry Date - 28 February 2026		
The Contract shall expire on the date which is 12 months after the Commencement Date.		

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

- 1. 34 SIP Trunks VoiceHost inbound and outbound, with restrictions on international and premium number calls.
 - a. 4 Bundled trunks 63 total channels. 4000 minutes per channel. 50/50 mobile/landline.
 - b. 30 Pay as You Go trunks.
- 2. Pay as You Go calls outside 'included minutes'
- 3. DDi number rentals 3766
- 4. Wall boarding integration data collection with Power BI using SCW SQL Exists within same DC as the to log call data from 3CX which is used in PowerBI reports / SCW created dashboard. SQL server is hosted in same data center as the 3CX server. Will need to engage third party to maintain connection.
- 5. 1 x 8TB 3CX (virtual) server 3.89TiB usable storage. Used for call recording archive. (separate to the VM Cluster)
- 6. VM cluster 16-Core 2.9Ghz CPU, 64GM RAM, 800GB Datastore, 1500 IOPS. (3 total VMS, 2 3CX servers and stats server.)
- 7. 2 x enterprise licenses / each with 128 concurrent users. 1000+ users in total.
 - a. 1 x Version 18 (to be upgraded to Version 20
 - b. 1 x Version 20
- 8. Ad-hoc professional services to support efficiencies (i.e. clinical system integration of APIs).

All services supplied are required to fully integrate (full and all features interoperability) with the existing SCW hosted Core 3CX IP PBX system to ensure continuity and consistency of service provision to SCW and its customers.

Additional services will be called off as required (in writing via email from the SCW Contract Manager to the supplier Contract Manager however any financials must be agreed in advance by SCW, and cannot exceed the maximum Contract value (£197,651.63) unless formally agreed within a supporting Contract Change Notice) when legacy systems are migrated to the core service and new customers are onboarded as well as existing customers further expansion and consumption of the core service. The volumes of services required are pragmatically sized for the immediate as well as future demands of requirement, for the duration of this and the existing core contract.

The payment profile is based on a 'call off variable model' based on consumption with a maximum contract value of £197,651.63 excluding VAT. A minimum spend is not guaranteed.

The services provided will work in harmony with the existing equivalent services and be fully interoperable with the core service architecture and configuration.

Services will be consumed, implemented and deployed in a shared services configuration allowing for the consumption billing and apportionment by customer and / or consumer department.

For Information

1. SCW don't own any server hardware.

- 2. User hardware (i.e. POE LAN switches, firewalls, data cabinets and servers) is out of scope for this contract.
- 3. SCW currently manage (none using hard-phones) 8 Session Border Controllers.
- 4. Over the contract period, some new staff members will need 3CX, although some will use the 'MS Teams' telephony function so 3CX usage is likely to decline.

Monitoring and Reporting

The supplier will share with the SCW Contract Manager:

- 1. Email alerts for component failure triggers such as (but not limited to) trunk failures.
- 2. Proactive trending reports to monitor trunk utilisation including concurrent call volumes.
- Security risks and breaches related to the service provision including root cause analysis
 reporting and mitigating actions including recommendations for improving security
 protocols.
- 4. A remediation plan within 10 working days of the licensed threshold being triggered for SCW consideration.
- 5. Monthly reporting on usage and support SLA (uptime etc.).
- 6. Quarterly account reviews either face to face or via MS Teams including mitigates to infrastructure security risks.

The supplier is required to work closely with Insperix (3rd party provider) to ensure that SCW can take live systems data extracts (SQL) and inject these into a data warehouse (SQL) for advanced wall boarding and reporting development.

Note - the core system (IP PBX hosting) reporting is already in place and operational.

Service Level Agreements (SLAs)

SCW IT Services Service Desk will provide 1st line support 07:00 to 20:00hrs Monday to Friday, Saturday 07:00 to 14:00hrs.

The supplier shall provide 2nd and 3rd line telephone support 08:00 to 18:30hrs Monday to Friday, with critical support 24/7.

Incident resolutions targets

KPI - Report Metric	Target	Criteria
I1 Resolution within 4 business hours	95%	 Service(s) unavailable causing a major impact for SCW and/or its customers and having the potential to cause severe financial loss or severe loss of credibility or the safety of more than one employee/patient or patients facing services are impacted. Response within 15 minutes Workaround effected within 1 hour Resolved within 2 hours
I2 Resolution within 8 business hours	95%	 Any Business Unit (Team/Department) is unable to operate, given potential for financial loss, or loss of credibility or the safety of an individual employee/patient is impacted. Response within 15 minutes Resolved within 4 hours

13 Resolution within 2	95%	A system or device fault which impacts multiple users, core
working days		business can continue, but a permanent solution is required.
		Response within 30 minutes
		Resolved within 1 Business Day
I4 Resolution within 4	95%	A single User is running degraded but can still continue to work.
working days		Minimum inconvenience with little or no business impact.
		Response within 30 minutes
		Resolved within 2 Business Days
15 Resolution within	95%	Service requests and non-supported interactions
10 working days or as		Response within 1 hour
agreed		Resolved within 8 Business Days
-		Business Days are Monday to Friday
		• Hours are between 08:00 and 18:30 on a Business Day

Escalations

In the event of extended or repeated instances the supplier shall:

- 1. Provide a named incident manager for all i1 and i2 incidents supported by an escalation plan to be provided to SCW.
- 2. Implement and complete service improvement plans within 30 working days of l1 to l2 incidents with, an escalation route giving the authority the right to bring in external expertise to review / audit systems and define steps to remediate issues at the suppliers cost, should it be forecast that the 30-working day period will be breached and,
- 3. Provide service credits to SCW in relation to l1 and 12 incidents commensurate to 10% of the support costs.

SCW reserve the right to terminate the Contract at zero cost for those months where I1 and I2 issues have occurred for more than 3 months (total or consecutive within a 6-month period) with no resolution.

Industry Standards or Accreditations (to be evidenced as part of tender submissions)

- ISO27001 information security management including vulnerability scanning and security audits. Cyber Security to enable mitigation of risks from internet-born threats as well as from threat vectors including but not limited to email, web and application servers. All web applications protected and not susceptible to common security vulnerabilities, such as described in the top ten Open Web Application Security Project (OWASP) vulnerabilities. An outline of a Security Management Plan needs to be embedded into the contract, as per the framework contract template.
- 2. Information Security Management: NHS Code of Practice <u>https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/information-security-management-nhs-code-of-practice</u>
- 3. National Cyber Security Centre (NCSC) approved penetration testing NDG Standards 6,7,8,9
- 4. NHS England Data Security Standard 9 IT Protection <u>https://www.dsptoolkit.nhs.uk/</u>
- 5. ISO9001 quality management systems
- 6. ISO14001 environmental management systems
- 7. Business Continuity Plan for a managed IT infrastructure including the capability to isolate affected endpoints/servers from the network within 48 hours of a cyber-attack.

Th	e Customer agrees to purchase the requirement	its as per the specification from the				
Su	pplier.					
Μ	Minimum Order Value £0.00					
M	Maximum Order Value £197,651.63					
Op	otional Services - as per the specification from					
(2	2) Premises - remote					
(2.	4) Standards - as per the specification					
(2.	5) Industry Standards or Accreditations					
≻	ISO27001 Certified					
≻	Adherence to Information Security Managem	ent: NHS Code of Practice -				
	https://digital.nhs.uk/data-and-information/l	ooking-after-information/data-security-				
	and-information-governance/codes-of-praction	e-for-handling-information-in-health-and-				
	care/information-security-management-nhs-	code-of-practice				
≻	National Cyber Security Centre (NCSC) approv	ed penetration testing NDG Standards				
	6,7,8,9					
\succ	NHS England Data Security Standard 9 IT Prot	ection - https://www.dsptoolkit.nhs.uk/				
\succ	ISO9001 - quality management systems					
\succ	ISO14001 - environmental management syste	ms				
≻	Business Continuity Plan for a managed IT infrastructure including the capability to					
	isolate affected endpoints/servers from the n	etwork within 48 hours of a cyber-attack.				
	ocessing personal data under or in connection	with this contract - no				
-	.6) Exit Plan (where required) - no					
(2	7) Environmental Plan - no					
	SUPPLIER SOLUTION					
-	1) Supplier Solution					
As	As per specification above. Accreditation evidence attached					
(3	2) Account structure including Key Personnel					
So	ftcat:					
Na	Name: Partner Alliance Senior Account Manager					
Ph	Phone:					
En	Email:					
Ac	Adept Communications and Technology:					

Name: Sales Director

Phone: Email: (3.3) Sub-contractors to be involved in the provision of the Services and/or Goods Adept Communications and Technology Ltd, Azure Business Centre, High Street, Newburn, Tyne and Wear, NE15 8LN. Companies House no. 04901558.

(3.4) Outline Security Management Plan

Attached at 3.1 above.

(3.5) Relevant Convictions - N/A

(3.6) Implementation Plan - N/A as incumbent supplier

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators - as per the specification

(4.2) Service Levels and Service Credits - as per the specification

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Incident resolutions targets

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I2 Resolution within 8 business hours	95%	Any Business Unit (Team/Department) is unable to operate, given potential for financial loss, or loss of credibility or the safety of an individual employee/patient is impacted. • Response within 15 minutes • Resolved within 4 hours	

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))

The payment profile is based on a 'call off variable model' based on consumption with a maximum contract value of £197,651.63 excluding VAT as per the financial offer below. A minimum spend is not guaranteed.



(5.2) Invoicing and Payment

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

Invoices will be paid via BACS. Invoices must include the purchase order number, invoice address, what the charges are for, and the period or date the charges refer to.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements – N/A

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:

Name and Title	Internal Account Manager
Signature	
Date	04/03/2025

For and on behalf of the Customer:

Name and Title	Chief Digital Information Officer	
Signature		
Date	06/03/2025	