

PART 1 – ORDER FORM

SECTION A

DATE: []

ORDER NUMBER []

FROM: Police and Crime Commissioner for Avon and Somerset, Force HQ, Valley Road, Portishead, BS20 8JJ (Customer / Participating Authority)

TO: Capita Business Services Ltd, T/A Capita Secure Information Solutions Limited (Supplier)

This Order Form is issued in accordance with the provisions of the Framework Agreement for Managed Service – Y16018. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt, consists of the following (listed in order of precedence should there be a conflict between them):

- This Order Form
- Schedule A: Terms & Conditions between the Customer and Supplier For the Managed Services framework Y16018
- Schedule B: Managed Service Framework Agreement Y16018
- Schedule C: Charges
- Schedule D: Supported Hardware and Software

SECTION B

Definitions

In this Call Off Contract unless the context otherwise requires the following expressions have the following meanings:

- “Application Software” means the software comprising the Software and Third Party Software which together provide the system facilities and functions.
- “Third Party Software” means software in which the intellectual property rights are owned by a third party.
- “Equipment” means the computer equipment and associated operating system and any other items of hardware supported under this Call Off Contract
- “Release” means any release of software to modify the Application Software under this Call Off Contract.
- “Service Level Standard” means the agreed response times to a request for support
- “Site” means the installed locations of the System
- “Software” means the software in which the intellectual property rights are vested in the Supplier.
- “System” means the combination of Equipment and Application Software.

TERM

Call Off Commencement Date:

1st October 2017

Call Off Expiry Date:

30th September 2022

Goods and/or Resourced Based Services and/or Services required

The Support and Maintenance Service is provided for the System detailed at Schedule D and located at A&S Police Force HQ, Portishead. The Support and Maintenance Service includes on site Field Service Support, off site 1st, 2nd and 3rd line Support from Methuen Park, monthly service reports and on-site Service review meetings at times to be agreed between the parties.

Warranty Period (Goods only)

N/A

Location/Sites of Delivery

A&S Police (ASP) HQ, PO Box 37, Valley Road, Portishead, Bristol, BS20 8QJ.

Dates for Delivery of the Goods and/or the Services

Service to commence from 1st October 2017.

Implementation Plan

N/A

Support and Maintenance

The Support and Maintenance Service shall be performed within the **Service Level Standard** as specified.

The Support and Maintenance Service shall include:

- Help Desk to log System faults or requests for support in accordance with **Help Desk** as below;
- Releases of Software and Rectification of Equipment faults in accordance with **Releases and Replacement** and **Software Releases** below.

Help Desk

The Supplier shall provide the Customer with a Help Desk telephone number where they may log a request for support or report a fault.

All reported faults against the System shall be categorised by the Supplier as specified in **Call Category** below.

The Supplier shall provide the Customer with such technical advice by telephone as shall be reasonably necessary to resolve the Customer's difficulties and queries in using, managing, administering and maintaining the System.

Call Category

All Calls will be assigned one of four categories.

- **Critical** fault which is a major system hardware or software fault resulting in the permanent loss of some functionality effecting the primary function of the system.
- **Major** fault which is a major system hardware or software fault resulting in the intermittent loss of some functionality effecting the primary function of the system.
- **Minor** fault which is a minor system hardware or software fault resulting in the loss of some functionality not effecting the primary function of the system.
- **No Operation Effect** fault which is a fault that does not impair operational efficiency including those of a cosmetic nature

Service Level Standard

Detailed below are the Service Level Standard times per Call Category.

Category	Critical	Major	Minor	No Op. Effect
Initial Response	20 mins	40 mins	60 mins	24 hours
On Site	4 hours	4 hours	next working day	14 working days
Fault Identified	6 hours	6 hours	2 working days	15 working days
Service Restored if software fault	24 hours	48 hours	7 working days	Next release
Service Restored if hardware fault	8 hours	8 hours	2 working days	Next visit (Reasonable endeavours)

If the fault is found to be an Application Software fault, the Supplier will use all reasonable efforts to restore service by the implementation of an Emergency Application Software Change.

If the fault is found to be an Equipment fault, the Supplier will use all reasonable efforts to restore service by module substitution.

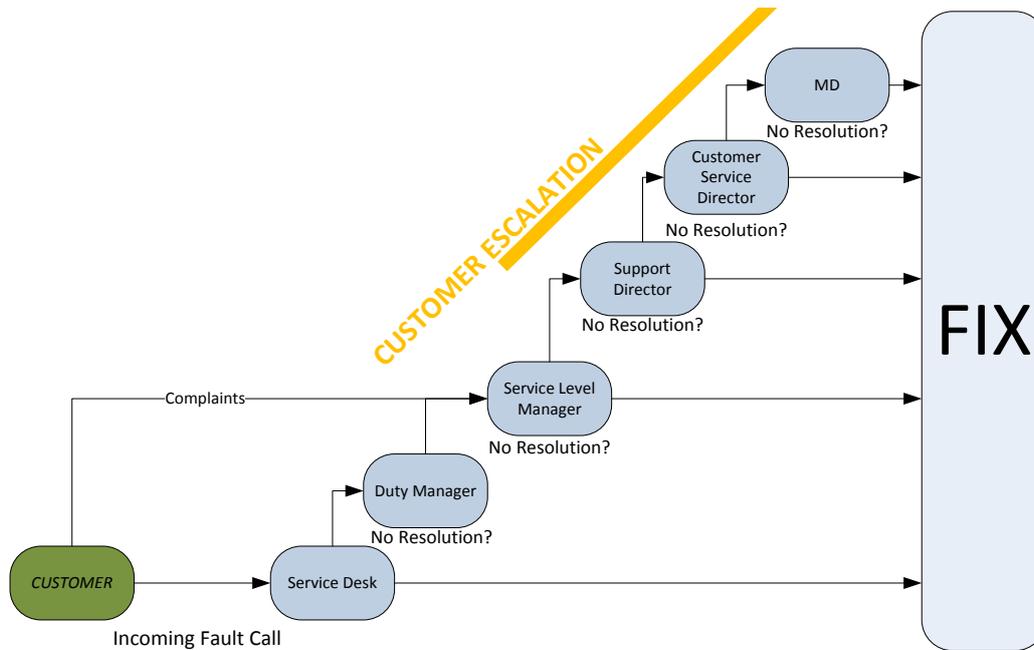
Supplier Escalation Process

An internal escalation will occur when any of the above Service Level Standard time limits has been reached and the status of an incident remains unchanged. For example if a Critical incident

is still at the Fault identified status (I.e. no solution agreed) 6 hours after the incident was logged, it will automatically be escalated to the Duty Manager without the need for any Customer involvement.

Customer Escalation Process

The Customer may contact the Service Desk and escalate an incident to the next level if in the Customer's view there is little progress being made to resolve it.



Maintenance Cover Time (MCT)

Telephone Support Service

Critical Call Category –

24 hours per day 7 days per week 365 days per year

General Call Category –

9.00am – 5.00pm Monday – Thursday,

9.00am – 4.30pm on Friday

Excludes English Bank Holidays

On Site Support Engineer

Critical Call Category –

24 hours per day 7 days per week 365 days per year

General Call Category –

9.00am – 5.00pm Monday – Thursday,

9.00am – 4.30pm on Friday

Excludes English Bank Holidays

Software Support Service

Critical Call Category –
24 hours per day 7 days per week 365 days per year

General Call Category –
9.00am – 5.00pm Monday – Thursday,
9.00am – 4.30pm on Friday
Excludes English Bank Holidays

Telephone Advice Service
9.00am – 5.00pm Monday – Thursday,
9.00am – 4.30pm on Friday
Excludes English Bank Holidays

In the event that a support request for a Critical fault is logged close to the end of the MCT for that day, the Contractor will make all reasonable endeavours to continue to work outside the MCT. Any out of MCT hours of working will be decided in conjunction with the Customer.

Customer Responsibilities/Obligations

All Customer infrastructure, networks, infrastructure cabling, headsets and assisting the Supplier where reasonably requested to resolve support issues including Western Digital Recorders.

The Customer shall:

- be solely responsible for the operation, supervision, management and control of the System during the term of this Call Off Contract and shall ensure that the System is used in a proper manner by appropriately trained staff;
- not alter or modify or allow any other third party to alter or modify the System unless agreed otherwise in writing by the Supplier or at the Supplier's request;
- will perform the operational maintenance routines specified in the System handbooks or as instructed by the Supplier;
- will maintain archive and back-up copies of the Application Software, associated database, configuration files and computer records as specified in the System handbooks or as instructed by the Supplier;
- will maintain the environmental conditions for the System as specified by the Supplier in any System documentation or as instructed by the Supplier;
- shall provide the Supplier with full and free access to:
 - the System at the appropriate Sites;
 - the appropriate Customer's staff;
 - archive and back-up copies of the Application Software, associated database,
 - configuration files and computer records;
 - facilities and services reasonably required to enable the Supplier to perform the Support and Maintenance Service including but not be limited to office accommodation, telephones, fax machines and photocopying facilities.
- will at its own cost shall provide such telecommunication facilities as are reasonably required by the Supplier for remote access testing and remote diagnostics.

- shall use in connection with the System only magnetic media and other consumable supplies with the System as are specified by the manufacturer or as specified by the Supplier.
- shall provide to the Supplier at least 30 days prior notice in writing of any proposed significant changes to the operating environment and/or the Equipment to enable the Supplier to assess any effect on the operation of the System.
- shall ensure that current health and safety regulations, including ensuring the presence of a member of the Customer's staff (when requested by the Supplier), are observed whilst the Supplier personnel are on the Customers premises.

Extent of Supplier's Servicing Obligations

- The Supplier shall provide on site Field Service Support and off site 1st, 2nd and 3rd line Support for the System detailed in Schedule D.

If, on arrival at the appropriate Site or upon connection to the appropriate Site (via remote access), the Supplier's service engineer finds that sufficient and proper access to the System and/or the recommended environmental conditions and/or other facilities and services are not provided and/or the Customer has not been performing its obligations and/or the call was not warranted and/or due to a user error and/or the fault is not in the System, the Supplier may exercise the right not to perform the Support and Maintenance Service and/or to charge the Customer for the Supplier's time & material expenditure reasonably incurred under this Clause at the then current rates.

The Support and Maintenance Service under this Call Off Contract is subject to:

- the proper use of System;
- the System not being modified in anyway without the Supplier's prior approval;
- the System not being subject to unusual physical or electrical stress.

The Supplier will use its reasonable endeavours to ensure that the performance of the System shall not be adversely affected by any of its obligations under this Call Off Contract and shall at its own expense restore a reasonable level of performance in the event of such adverse effects.

The Supplier shall be under no obligation to provide the Support and Maintenance Service if:

- adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, environmental conditions, failure of storage media not furnished by the Supplier, transportation or causes other than ordinary use;
- the System is maintained or repaired, or if attempts to maintain or repair the System are made by other than the Supplier approved personnel;
- the System or any part thereof is removed from its Site of initial installation and/or reinstalled without the prior written approval of the Supplier;
- unauthorised changes are made to the System;
- software and/or system support files have been deleted and/or corrupted by the System and such files have not been back-up by the Customer;

The Support and Maintenance Service does not include:

- supply or fitting of operating materials and consumable such as printer paper or laser printer toner, laser drums, floppy discs or tapes, or accessories, the painting or refinishing the Equipment or the furnishing of materials for this purpose;
- electrical work external to the Equipment;
- maintenance of accessories alterations attachments or other devices not furnished by the Supplier unless specified within Schedule D;
- the repair, reconditioning or replacement of mechanical parts for printers or disc drive mechanisms or the replacement of cathode ray tubes or electronic display devices after more than five years from the date of their purchase. Such remedial work will if so agreed by the Supplier and authorised by the Customer be carried out on a time & materials basis at the then current rates.

If any part of the System cannot be economically maintained due to age, obsolescence (unsupported as an item or unsupported on a particular environment applicable to the System) or wear and tear, the Supplier shall give the Customer ninety (90) days notice thereof. The Supplier shall continue to maintain the System for as long as, in its sole opinion, it is reasonable to do so but shall reserve the right to make an additional charge upon expiry of such notice period and to withdraw the Support and Maintenance Service for the affected part of the System after a further notice period of sixty (60) days has elapsed.

Releases and Replacement

The Supplier shall make available appropriate new releases of Third Party Software as soon as reasonably practicable after they are made available by the third party following consultation with the Customer.

An Emergency Software Release may, with the agreement of the Customer, be installed in order to restore service. Emergency Software Release shall remain in force until a Maintenance Release is accepted by the Customer.

The Supplier shall from time to time deliver to the Customer a new Release for the Application Software. The Release will be supplied with amendments to the appropriate documentation. The documentation will specify the nature of the change and provide instructions for the proper use of the Release. The Supplier shall provide the Customer with reasonable support to implement the Release.

Any Equipment parts replaced by the Supplier to effect a repair shall become the Supplier's property. Any parts installed in the Equipment to effect a repair by the Supplier shall become the Customer's property. Replacement parts shall be new or repaired or refurbished parts functionally equivalent to the part replaced.

The Supplier reserves the right at its own expense to modify the System or parts thereof to improve its operation and/or reliability and/or to meet legal requirements.

Software Releases

The Supplier will provide quarterly Functional Releases for the Software with a supported life of 24 months from initial release. During the supported life the Supplier will provide Service Releases at a reducing frequency during the life of the Software version.

There will be one new release made per month, this will either be allocated as a Functional Release or a Service Release.

The regular Service Release Policy is intended to provide a regular planned approach to the availability of standard software Service Releases on the System. The intent being:

- To provide Customers with improved visibility of the Supplier Service Release availability.
- To provide a scheduled process within the Supplier development team to ensure the quality of Service Releases.
- To provide a mechanism to minimise the number of variants of Software versions within the installed customer base.

Parallel to this policy, the Supplier will still continue to provide “Emergency” Patch Releases to address re-occurring System issues causing critical business impact, where it is not practicable to await the next planned Service Release.

Following End of Life of a defined Software Release no more Service Releases will be provided and the Supplier will only provide emergency patch releases to address any critical issues relating to use of the release and then only after the business critical nature of the patch has been approved by the Supplier senior management.

For non-critical fixes, the Customer will be required to upgrade to a current version of Software that is still within its service release life.

New functional additions to the product will be made in the most recent Software Release under development and will only be ported back to previous versions following appropriate business case justification by the Supplier senior management.

Before being made available to the Customer, a Software Release shall have undergone a level of regression testing as reasonably determined by the Supplier.

Under this Call Off Contract, the Supplier shall maintain the Current Software Release and the Previous Software Release.

A Software Release will become the Current Release once accepted by the Customer. Software Release shall be deemed to have been accepted if:

- the Software Release passes the appropriate acceptance criteria as agreed between the parties;
- the Customer uses the Software other than for acceptance testing;
- the Supplier has not received any written notification of any errors or omissions within ten(10) days from receipt by the Customer of the Software Release or such date as may be agreed between the parties.

Once a Software Release is accepted (or deemed to have been accepted) by the Customer:

- the Software Release shall become the Current Software Release; and
- the Current Release will become the Previous Release; and
- the Previous Release will become unsupported under this Call Off Contract.

The Customer shall only employ the Current Software Release unless the Supplier agrees the Customer can revert back to the Previous Software Release. The Customer may in an emergency revert back to the Previous Software Release without reference to the Supplier as long as the Customer notifies the Supplier as soon as practical thereafter.

Unless agreed otherwise in writing, all Software Releases shall be installed within five (5) days from receipt by the Customer or by the date mutually agreed between the parties.

The Supplier shall ensure that the System conforms to any change of legislation or new legal requirements which affect the System or any function or facility of the System. The Supplier shall implement the modifications to the Current Software Release and amend the appropriate documentation which may be necessary to enable proper use of such modification.

Time & Material Services (Enhancements)

The Supplier shall during the term of the Call Off Contract provide the Customer with time & material services for the System. The services shall be chargeable at the then current daily rates.

The scope of any time & material services to be performed shall be mutually agreed between both parties and the Supplier shall provide the Customer with an estimate of costs.

Any order placed by the Customer and accepted by the Supplier for any time & material services shall be performed in accordance with the agreed programme of works.

The intellectual property rights in any works carried out by the Supplier under any time & material services order placed by the Customer shall be vested in the Supplier.

The Customer shall ensure that the Supplier is accorded sufficient access to any of its Sites, information, data or personnel and use of any equipment and software that is reasonably necessary for the completion of the services under this Call Off Contract.

Where the Supplier requires access to any third party premises, information, data or personnel the Customer will make all reasonable efforts to arrange this for the Supplier.

Any time & material services shall be subject to acceptance by the Customer.

The Customer may terminate any time & material services order at anytime by giving five (5) working days notice.

In the event that an order is terminated before the completion of the order, the Supplier shall be entitled to payment by the Customer for work completed to the reasonable satisfaction of the Customer up to the date of termination.

Supplier Software, Customer Software, Third Party Software and Specially Written Software

Please see Schedule D for the Supported System

Commercially Sensitive Information

Commercially sensitive information is in:

- Schedule C: Charges

And therefore exempt from FOI disclosure.

CALL OFF CONTRACT CHARGES AND PAYMENT

Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment.

Charges are detailed in Schedule C.

SECTION C

CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

Staff Transfer

Not Applicable

Limitations on Liability

Will be subject to a maximum value of 125% of the value of this Call Off Contract.

Termination

There shall be no right to terminate without cause.

ADDITIONAL AND/OR ALTERNATIVE CLAUSES 1

Supplemental requirements to the Call Off Terms

Not Applicable

Amendments to/refinements of the Call Off Terms

Alternative and/or Additional Clauses

1 DATA PROTECTION

1.2 The Parties shall each comply with all Data Protection obligations under Data Protection Law in the performance of the obligations under this Call-Off Contract. Definition

1.3 Data Protection Law: shall mean the Data Protection Act 1998, Regulation 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of personal data (the "General Data Protection Regulation" or "GDPR"), which regulation shall become effective as of 25th May 2018 onwards, and all UK and European Union laws (with direct effect) and any and all regulations relating to the processing of personal data and privacy, including where applicable the

guidance, orders and/or codes of practice issued by the Office of the Data Protection Commissioner.

2 SUPPLIER SOFTWARE

2.1 For the Software, the following terms and conditions will apply:

- a) The copyright and all other proprietary rights of the Software will remain the property of the Supplier, and those of any third party software will remain the property of the owner of that third party software. The Supplier will hold the master copy of any Software.
- b) The Customer accepts the Supplier's standard Software Licence (a copy of which may be supplied on request), and any licence required by the owner of the Third Party Software.

3. Transparency

3.1 The Supplier acknowledges that the Customer is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and hereby gives its consent for the Customer to publish the Contract.

3.2 Any information which the Supplier reasonably designates as confidential (in accordance with regulation 21 of the Public Contract Regulations 2015) maybe redacted by the Supplier unless:

- a) The information must be disclosed in accordance with Schedule A Clause 19 (Freedom of Information Act)
- b) In the opinion of the Customer the Supplier has not acted reasonably in designating material and information as confidential.

Key Sub-contractors

Not applicable.

CONTRACT ACCEPTANCE AND SIGNATURES

The following information is to be completed by the Customer.

Signed.....

Name (Block Capitals)

In the capacity of **Chief Finance Officer**

Duly Authorised to sign Contract for and on behalf of:
**Police and Crime Commissioner for Avon and Somerset,
Force HQ,
Valley Road,
Portishead,
BS20 8JJ**

Telephone

Dated

The following information is to be completed by the Contractor.

Signed

Name (Block Capitals)

In the capacity of:

Duly Authorised to sign Contract for and on behalf of:
**Capita Business Services Ltd T/a Capita IT Enterprise Services
71 Victoria Street,
Westminster,
London,
SW1H 0XA**

Telephone.....

Dated.....

Signature of this Contract constitutes acceptance of the Contract and all Terms and Conditions.

Schedule A – Terms & Conditions between the Customer and Supplier For the Managed Services framework Y16018



T's and C's MS
Customer V1.docx

Schedule B – Managed Service Framework Agreement Y16018



KCS MS4B Contract -
Capita Signed.docx



CCN Capita 001 -
Capita Signed.docx

Schedule C – Charges

Year	Charge Including KCS Framework charge
YR 1 – 1 st October 2017 – 30 th September 2018	[Redacted]
YR 2 – 1 st October 2018 – 30 th September 2019	[Redacted]
YR 3 – 1 st October 2019 – 30 th September 2020	[Redacted]
YR 4 – 1 st October 2020 – 30 th September 2021	[Redacted]
YR 5 – 1 st October 2021 – 30 th September 2022	[Redacted]
Total 5 YR support	£490,688

Pricing Notes

- Prices are in UK Pounds Sterling and exclusive of VAT, which will be charged at the prevailing rate at the time of invoicing;
- This proposal is supplied to the Customer as Commercial in Confidence;
- No liquidated damages or service credits are applicable to any elements of Supply
- Pricing includes the 0.5% Framework Charge
- Support and Maintenance charges will be paid twice yearly in two equal payments six months apart in advance. The total charge per year is as per the schedule identified above.
- Support and Maintenance charges will be paid thirty (30) days after receipt of a valid invoice.

ESN Annual Support Uplift

The following support uplift options will **apply from the date of acceptance of the System with ESN:**

Option 1

- An annual support contract. This is a fixed defined annual amount (shown below) that will be applied for the support periods from the completion of ESN integration SAT until the customer has completed one year of ESN operation following full transition of operations to ESN. Or;

Option 2

- An initial fixed amount that is reviewed on a 6 monthly basis and can then be decreased/increased as agreed between the Supplier and the Customer based on the volume of additional ESN generated support work that has been required over and above the standard support activity volume prior to ESN transition.
The uplift is intended to cover:
- Provision of reasonable time to answer support cases raised against ESN functions that are not the Supplier product specific e.g. related to issues with usage of ESN terminals or assistance in debug of DNSP or User Services issues. This support is aimed at assisting the Customer to efficiently identify ESN issues and assist with accurately reporting to the ESN service provider to minimise operational disruption. It should be noted that where extended time is required to assist the ESN service provider with fault investigation of issues, within

the core ESN provision that are not caused by issues with the Supplier provided control room systems, then additional charges may be applied;

- Allowance for software upgrades to deploy updated software necessitated by Motorola infrastructure changes that mandate re-NATS approval and/or changes to the Supplier software; and
- Support for additional ESN RIF server components.

It is also understood that the PSN code of connection is now recommending that all critical security patches should be applied on systems within sixty days. As the Customer only has a quarterly update in place, a costed option has also been provided below to upgrade this to a monthly update regime to meet the expected code of connection requirements. The decision to take this option will be at the Customer's discretion based on your own interpretation of the regime you need to have in place to meet the PSN code of connection.

ESN Support uplift charges

	Uplift Charge
Annual uplift	[Redacted]
Monthly Security and AV patching – Option Price	[Redacted]

Pricing note:

If the Customer opt for the 6 monthly review of support uplift option, then the first 6 months will be charged at 50% of the annual rate. The further 6 month periods will be charged at the rate agreed following review.

Schedule D - Supported Hardware and Software

The Supplier shall support all installed Application Software on each of the items of Equipment listed in the tables below. Including:

- The Operating system (excluding patches and updates) – further details below.
- The Software – further details below.
- And Third Party Software – further details below

media exchange site 1	
DESCRIPTION	QTY
MX Servers	
App Server - Large	2
DRSS Server (SIP Server)	2
Media Server - Large	2
HADS - Medium	1
Media eXchange Manager (MXM)	1
Core Network	
Cisco WS C3750X-48T-S	2
Miscellaneous Hardware	
Cabinet inc PDU's etc	1
End Design Adder 17" LCD, 16-Port CATx Capita Kit. (Includes 8 dongles to connect 8 servers)	1
Cabinet Cabling	1
3rd Party Software	
Windows Server R2 Datacenter (2 per App server)	4
Windows Server R2 Standard (1 per MSP/SIP server)	4
SQL SVR 2008	1
Symantec Antivirus	20
Distinct RPC Licence (Per Motorola TETRA Gateway for CADI connection only)	2
Aculab Prosody S single Channel Licence	408
Aculab Dual Redundant SIP service Licence	2
Fibre stuff	
Cisco C3KX-NM-1G	2
Cisco GLC-SX-MMD	4
Fibre Cord 5 Metre LC-SC Fibre Cable	4
Delivery of Fibres	1

Media Gateway site 1	
DESCRIPTION	QTY
Radio Interfaces	

Radio Media Gateway (RMG) 5U ePCI shelf - dual PSU	2
Radio Audio Gateway (RAG) - includes both RAG and interface card	14
TIF Large	3
Windows 7	40
Windows SVR 2008 CAL (pack of 5 licences)	12
Symantec Antivirus	58
Network	
Cisco C3KX-NM-1G	2
Cisco GLC-SX-MMD	2
Fibre Cord 5 Metre LC-SC Fibre Cable	2
Delivery of Fibres	1

Operator site 1 0 control room	
DESCRIPTION	QTY
Hardware	
touch screens	48
Company Licences	
DS3000 Operator Upgrade	48
3rd Party Licences	
GIPS Licence	48

Operator site 2 - training and local emergency centre	
DESCRIPTION	QTY
Hardware	
Cisco C3KX-NM-1G	2
Cisco GLC-SX-MMD	2
Fibre Cord 5 Metre LC-SC Fibre Cable	2
Delivery of Fibres	1
Company Licences	
DS3000 Operator Upgrade	10
3rd Party Licences	
GIPS Licence	10