



**Crown
Commercial
Service**

CALL-OFF CONTRACT

Quality Assurance and Testing for IT
Systems RM3810

PART A Order Form , Specific Terms
PART B Schedules
PART C RM3810 Standard (non-
variable) Terms (*held separately online*)

Buyer Ref:	Resilience Review
Date sent to supplier:	Set date 18/7/2017
Purchase Order Number:	TBC

This agreement is between:

the "Buyer"

Department of Health, Ambulance Radion Programme
4th Floor, Stephenson House, 75 Hampstead Road, London, NW1 2PL

the "Supplier"

ITSUS Consulting Ltd
Supplier No. 06628075
4 Cwrt, Y Parc, Earlswood Road, Llanishen, Cardiff, CF14 5GH (Registered office address)

Together the "Parties"

Service delivery contact details:

Buyer	Name:	Chris Lucas
	Title:	Ambulance Senior User & Assurance Manager
	Email:	chris.lucas@nhs.net
	Telephone:	0203 688 1439

Supplier:	Name:	Alex Cousins
	Title:	Chief Technical Officer
	Email:	alex@itsusconsulting.com
	Telephone:	02920 003171

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Quality Assurance (QA) and Testing for IT Systems RM3810 and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3810 Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply QA and Testing Services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

Call-Off Contract term:

- 1. Commencement Date:** 04/07/2017
- 2. Length of Contract:** Submission of Final Report required by 29/08/2017

Contract Charges and payment

- 3. The method of payment for the Contract Charges (GPC or BACS):** BACS
- 4. Invoice details**
 - 4.1. Where and how to send invoices** Accounts Payable, Department of Health, Room 530, Richmond House, 79 Whitehall, London SW1A 2NSA
 - 4.2. Who to send invoices to:** Accounts Payable
 - 4.3. Invoice information required: e.g. PO, Project** Invoices to quote Purchase Order number
- 5. Invoice Frequency** Upon submission of the Final Report to the satisfaction of the 'Buyer'

6. Contract Charges

£29,405 (EX VAT) (TWENTY NINE THOUSAND, FOUR HUNDRED AND FIVE POUNDS)

Buyer contractual requirements:

7. Services required:

Provide a Final Report that reviews and includes:

1. The Levels of Resilience currently provided as part of the Home Office Police and Fire and Department of Health Airwave Contracts;
2. The proposals in the enhanced resilience paper which builds on baseline resilience delivered for the Emergency Services Mobile Communications Programme (ESMCP);
3. Using the Airwave products as a baseline, identify;
 - a. The extent to which the proposed option in the enhanced resilience paper matches the baseline and considers the flexibility of emerging threat and risk to ESN communication resilience
 - b. Any gap, and the extent of the gap, in the proposed solution against this baseline; and
 - c. Identifying and quantifying any risks emanating from the gap between current provisions and proposed ones.

8. Delivery Location(s)/Premises:

Home Office at 2 Marsham Street, London SW1P 4DF and ARP Offices, 4th Floor, Stephenson House, 75 Hampstead Road London, NW1 2PL

9. Relevant convictions:

The Supplier may be required to disclose any change of circumstances that may affect the information on their SC clearance at the request of the Buyer

10. Staff Vetting and Security Clearance:

All Supplier staff will be SC cleared

- | | |
|---|--|
| 11. Local health and safety procedures: | Not Applicable |
| 12. Non-Disclosure requirements: | As per signed NDA on 05 th June 2017 |
| 13. Exit Planning: | The Supplier will be required to submit a Final Report that will be subject to approval from the Home Office and the Emergency Services |
| 14. Security Requirements:
(including details of Security Policy and any additional Buyer security requirements) ** | The Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice |
| 15. Protection of Buyer Data: | The Supplier shall implement appropriate technical and organisational measures to protect the Buyers' Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. |
| 16. Standards: | The Supplier shall employ standards of good practice, methods and procedures that conform to Good Industry Practice. |
| 17. Business Continuity and Disaster Recovery: | Not Applicable |
| 18. Insurance: | As per Clause 16 of the <u>Agreement</u>

<i>Liability Insurance – minimum level of cover £5,000,000</i>

<i>Professional Indemnity – minimum level of cover £2,000,000</i> |

Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

- | | |
|--|-----------------|
| 19. Supplemental requirements in addition to the Call-Off Terms | Not Applicable. |
| 20. Buyer Specific Amendments to the Call-Off Terms | |
| The table below lists the editable terms from the Standard Call-Off Terms for this Call-Off Contract | |

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain 90 Working days from the date the Buyer accepts the release of work.
18	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain <ul style="list-style-type: none"> • direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring • £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
39	Termination Events Material Breach	Will remain 15 consecutive Calendar Days

Winning Supplier's information:

21. Suppliers commercially sensitive information	Not Applicable
22. Key Sub-Contractors	Not Applicable
23. Contract Charges	PLEASE SEE SCHEDULE 3

Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Services to the Buyer as described in Agreement.
- The Parties acknowledge and agree that they have read the Call-Off Contract and Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Agreement specify: [Call-Off Procedure](#))
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of Agreement's [Standard Terms](#).

SIGNED:

	Supplier:	Buyer:
Name:	DR SHAHID MIAN	JIN SAHOTA
Title:	MANAGING DIRECTOR	DIRECTOR
Organisation	ITSUS CONSULTING LTD	DEPARTMENT OF HEALTH
Signature:	 _____	 _____
	04/07/2017	04/07/2017

PART B – THE SCHEDULES

SCHEDULE 1 – SERVICES NEEDED

About the emergency services network

The Emergency Services Mobile Communications Programme (ESMCP) will provide the next generation communication system for the 3 Emergency Services (police, fire and rescue, and ambulance) and other public safety users. This system will be called the emergency services network (ESN). ESN will provide the next generation integrated critical voice and broadband data services for the 3 Emergency Services.

ESN will be a mobile communications network with extensive coverage, high resilience, appropriate security and public safety functionality. This allows users to communicate even under the most challenging circumstances.

ESN will enable integrated critical voice and broadband data services that are:

- enhanced: to provide integrated broadband data services
- flexible: to better match and be responsive to user needs
- affordable: to address financial pressures on central and user budgets

In addition to the 3 Emergency Services, over 300 other organisations are active users of the current emergency communication service. ESMCP is working with them to help manage their transition to ESN.

Emergency services network timeline

The timeline for ESN is:

- main contracts awarded in December 2015
- transition to ESN between 2018 and 2020

Enabling projects

The programme is also managing a number of projects to support the main procurement:

- user devices and accessories
- vehicle installations
- air to ground (A2G) network
- control room upgrades, this may require:
 - upgrading the 200+ integrated command and control systems
 - connection of control rooms to ESN via a Direct Network Service Provider (DNSP)
 - connection to mobile data systems, mobilising systems and command and control systems
- extended area services, this project will take account of:
 - the mobile network operators commitment to provide 98% in building coverage by population

- the mobile network operators commitment to provide 90% geographic coverage
- the mobile infrastructure project, a government initiative to improve rural mobile coverage

The Department of Health has set up the Control Room Solution (CRS) and Mobile Data Vehicle Solution (MDVS) Programmes to replace the current Airwave provision into both the control room and the infield environments.

2.3 ESSENTIAL SKILLS AND EXPERIENCE

The Supplier will have extensive experience in undertaking a review of resilience issues in telecommunications and mobile communications, including the following key areas:

- Ability to look beyond the technical solutions at processes and organisations
- Identifying and reviewing the critical communication activities that underpin response arrangements
- Ensuring diversity of technical solutions
- Adopting layered fallback arrangements to support business continuity
- Planning for appropriate interoperability, for example see the specific interoperability programmes that are aimed at increasing public and personnel safety through improved multi-agency communication and co-ordination.

Given the nature of the work, an extremely high degree of confidentiality is required from the Supplier before, during and after completion of the work.

The Buyer encourages an approach that is innovative and considers new or alternative technologies to achieve the necessary resilience.

2.4 OBJECTIVE AND DELIVERABLES

Provide a Final Report that reviews and includes:

1. The levels of resilience currently provided as part of the Home Office Police and Fire and Department of Health Airwave contracts.
2. The proposals in the enhanced resilience paper which builds on baseline resilience delivered for the Emergency Services Network (ESN) by the Emergency Services Mobile Communications Programme (ESMCP).
3. Using the Airwave products as a baseline, identify;
 - a. The extent to which the proposed option in the enhanced resilience paper matches this baseline and considers the flexibility of emerging threat and risk to ESN communication resilience
 - b. Any gap, and the extent of the gap, in the proposed solution against this baseline
 - c. Identifying and quantifying any risks emanating from the gap between current provisions and proposed ones.

Additionally propose a way forward for consideration by ESMCP and emergency services representatives.

Note: - There will be a need for the ESMCP and Emergency Service representatives to share the report (or elements of the report) with a wider audience within government. The Supplier will support this process by providing the report in easily accessible soft copy editable format e.g. MS Word.

SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

Key Project timescales are as follows:-

<i>Project Phase</i>	<i>Start Date</i>	<i>Completion Date</i>
Initial Project kick-off	04 th July 2017	
Review Phase	04 th July 2017	14 th August 2017
Submission of Draft Report	15 th August 2017	15 th August 2017
Buyer Review	16 th August 2017	22 nd August 2017
Submission of Final Report	29 th August 2017	29 th August 2017

SCHEDULE 3 – STATEMENT OF WORK (SoW)

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

- The initial Service Delivery Plan – developed for this SoW
- Addition documents to support the deliverables
- High level objectives for this SoW

Overview:

SoW start date:	04/07/2017
SoW Reference:	
Buyer:	Department of Health, Ambulance Radio Programme
Supplier:	ITSUS Consulting Ltd
Sub-Contractors: <i>(list all sub-contractors)</i>	N/A
Overall Estimated Service Completion Date: <i>(the "Completion Date")</i>	29/08/2017
Duration of SoW <i>(How long the SoW will last – expressed as Working Days)</i>	41 days
Charging Mechanism(s) for this SoW: <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Capped Time and Materials

Key Personnel:

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

Table of Key Personnel:

Name	Role	Details
Shahid Mian	Project Lead	Onsite (as instructed)
Rhys Jeffs	Enterprise Architect	Onsite (as instructed)
Alex Cousins	Chief Technical Officer	
Marc Williams	Senior Consultant	

Deliverables:

- Draft Report by 15th August 2017
- Final Report by 29th August 2017

Additional Requirements

Not Applicable

Contract Charges:

The Maximum Price for this SoW is: £29,405.00

The preferred charging mechanism for this SoW is: *(Please tick below)*

- CAPPED TIME AND MATERIALS (complete Time and Materials table)
- TIME AND MATERIALS (complete table below)
- FIXED PRICE (complete table below)
- MILESTONE DELIVERABLES

The detail behind each charging mechanism is found below.

Capped Time and Materials

- The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
- The Buyer must specify the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
- Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

Time and Materials (T&M)

- The T&M pricing structure shall apply:
 - ✓ for Services delivered (or as agreed otherwise by the Parties); and
 - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
 - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
 - or pro rata for every part of a day that the Supplier Staff are actively performing the Services
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Roles	Experience Level/ Day Rate/planned duration for this SoW						Total
	[Experience level] Day Rate £	Planned Duration No. of Days	[Experience level] Day Rate £	Planned Duration No. of Days	[Experience level] Day Rate £	Planned Duration No. of Days	
Lead Consultant SFIA 5	£735.00	23					£16,905
Senior Consultant SFIA 4	£640.00	15					£9,600
Travel and Subsistence	£2,900						£2,900
Total value of this SoW:							£29,405
Estimated Contract Charge: <i>(23. of the Order Form)</i>							£30,000
Remainder of value under Estimated Contract Charge: <i>(23. of the Order Form minus All SoW total values)</i>							£595.00
Is there any risk to exceed Estimated Contract Charge: <i>Y/N & Comments below.</i>							No
Comments:							

Fixed Price

- Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
- The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
- Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

Fixed Charge	Description	Service Period (or if Payment linked to Milestones then, Milestone Date)	Breakdown By Role and Duration

Milestone Deliverables

- Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
- The Supplier must complete the Deliverable by the due date.
- The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
- Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the Call-Off Contract terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:	DR SHAHID MIAN	JIN SAKOTA
Title:	MANAGING DIRECTOR	DIRECTOR
Organisation	ITSUS CONSULTING LTD	DEPARTMENT OF HEALTH
Signature:	 X <u>Shahid Mian</u>	 X <u>Sakota</u>
	04/07/2017	04/07/2017

SCHEDULE 4 - CONTRACT CHANGE NOTE

Call-Off Contract reference:

Contract Change note variation number:

This amendment to the agreement is between:

the "Buyer"

the "Supplier"

The variation:

The Contract is varied as follows and shall take effect on the date signed by both Parties:

Full Details of the proposed change:

Reason for the change:

Likely impact, if any, of the change on other aspects of the Contract:

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:	<input type="text"/>	<input type="text"/>
Title:	<input type="text"/>	<input type="text"/>
Signature:	<input type="text" value="X"/> _____	<input type="text" value="X"/> _____
	<input type="text" value="Select date"/>	<input type="text" value="Select Date"/>