

Crown Commercial Service

TRAFFIC MANAGEMENT TECHNOLOGY FRAMEWORK SCHEDULE 4F – TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC3 SUPPLY SHORT CONTRACT), CONTRACT DATA AND Z CLAUSES

Suffolk Constabulary (on behalf of Suffolk Constabulary and Norfolk Constabulary)

And

ESRI (UK) Limited

Dated: 24th April 2017

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Contract Data – Supply Contract (Short Form)

Part One – Data provided by the Purchaser

The *Purchaser* is

Name Suffolk Constabulary (on behalf of Suffolk Constabulary and Norfolk Constabulary)

Address Police Headquarters, Martlesham Heath, Ipswich, Suffolk, IP5 3QS

Telephone 01473 613500

E-mail address

The *goods* are N/A: see numbered paragraph 5 below, which sets out 'Services and other things provided by the Purchaser', which includes Software to be licensed to the Purchaser.

The Goods Information is in the document entitled "Goods Information"

The *end date* is 3 years after the award of this contract unless extended in accordance with this contract up to a maximum of 2 further years.

The law of the *contract* is English Law

The *period for reply* is N/A.

The *starting date* is Date of final signature.

The *delivery date* is On dates to be mutually agreed.

**If the goods are instructed by Batch Order enter here.
'The *delivery date* is identified in the Batch Order'.**

The *premises* are As agreed.

The period for the correction of Defects after Delivery is N/A

The interest rate on late payment is N/A % per complete week of delay.

Enter a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Supplier's* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to 110% of the charges.

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of £1M for any one event.

The *Purchaser* provides this insurance N/A.

The *Adjudicator nominating body* is the Chartered Institute of Arbitrators

Part Two – Data provided by the Supplier

The *Supplier* is

Name ESRI (UK) Limited (“Esri UK”)

Address Millennium House, 65 Walton Street, Aylesbury,
Buckinghamshire HP21 7QG.

Telephone 01296 745 500

E-mail address

The Supplier offers to Provide the Goods in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*

The offered total of the Prices: as detailed in the Supplier’s Response (defined below).

The **Supplier’s Response** means: the Esri UK response document to the Purchaser’s mini-competition for the supply and configuration of an intranet GIS and WMS/WMTS Servers to the Norfolk and Suffolk Constabularies, contract reference 2017-005; response dated 23 February 2017 and subsequent clarification questions/answers.

Price Schedule

Requirement / software / services	No Off	Pricing		
		Year 1	Years 2 & 3 ³	Totals
Software licences ArcGIS Enterprise Standard (up to 4 cores) ArcGIS Enterprise Standard Staging (to 4 cores) ArcGIS Enterprise Level 1 Term Users ¹ ArcGIS Enterprise Level 2 Term Users ¹ ArcGIS Desktop Standard (single use) Maps for MS Office (Aligned Assets) SinglePoint ArcGIS Locator licence ProductivitySuite Single Seat Licence				
Annual Support and Maintenance		N/A		
Professional Services: Design, Implementation and Knowledge Transfer				
TOTAL				£99,950.00

Notes (from the Supplier's Response):

1. ArcGIS Enterprise has three types of user, as described below. A 'Named User' has a unique identity that provides an audit trail for system entitlement and usage. The choice of Named User 'Level' is based on the required level of access and privilege.
 - o Level 2 Named Users: the highest level, for users who need to own groups, create and share content as well as view.
 - o Level 1 Named Users: for users that need to view private content and participate in permissible group interactions.
 - o Anonymous Users: any other user requiring simple view access of publicly available information.

Based on a combination of experience with other police forces, the numbers and types of users provided in the ITT and the proposed ArcGIS configuration, we have included 55 Level 2 Named Users and 730 Level 1 Named Users. The remainder would be anonymous. More Named Users can be added in the future for appropriate additional fees.

2. The prices quoted above are intended to be highly competitive and have been secured for Norfolk and Suffolk to enable us to be within the stated budget and provide the numbers of Level 1 and Level 2 Named Users as described. They are valid for the required period and are, as per Schedule H of the ITT, confidential.
3. The prices quoted for Years 2 & 3 'Annual Support & Maintenance' are the prices at today's values and therefore may be subject to, as per Section 2.2 of the ITT, the CPI at the time of annual review. Support and Maintenance for Year 1 are included within the Software Licence cost.

The total of the Prices: £99,950.00 (Exc. VAT)

Goods Information

The Goods information should be a complete and precise statement of the *Purchaser's* requirements. If it is complete or imprecise there is a risk that the *Supplier* will interpret it differently from the *Purchaser's* intention. Information describing the *Purchaser's* requirement for the supply of the goods, including the information to be provided by the *Supplier* in connection with the supply of the goods, should be stated in the section headed Supply requirements.

1. **Description of the goods** Not applicable. Goods are not supplied. See paragraph 5 below for details of deliverables and services.

Give a detailed of what goods the *Supplier* is required to supply. This may include drawings. Give the information of the required quality standards, the tests and inspections required and any health and safety requirements.

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2. **Specifications**
- The relevant specification is the Purchaser's ITT document, subject to the Supplier's Response.

3. **Constraints on how the *Supplier* Provides the Goods** Not applicable.
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- State any constraints on how the Supplier is to provide the goods such as any limits on subcontracting.
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4. **Requirements for the Programme**
- State whether a programme is required and if it is, state what form it is to be in, what

information is to be shown in it, when it is to be submitted and when it is to be updated.

Not required.

5. **Services and other things provided by the Purchaser**

Describe what the *Purchaser* will provide, in connection with the supply of the *goods*, such as transport, loading or unloading of the *goods*.

6. **Supply requirements**

State the information which describes the Purchaser's requirements (other than services he is to provide) in connection with the supply of the goods including the requirements for transport, the mode of transport and the loading and unloading of the goods. N/A: Goods are not being supplied.

State the delivery place, the houses of access to the delivery place and other information to be provided by the *Supplier* at the time of Delivery such as the delivery note, which notifies the actual delivery date. The information necessary for a purchase that involves international cross

border transactions should be stated here, such as export and import requirements of the Customs authorities.

Supply Short Contract - Conditions of Contract

NEC3 SUPPLY Contract (April 2013) Core Clauses.

The terms and conditions of contract applied at call-off for the Traffic Management Technology 2 Framework Agreement are the core clauses of the NEC Supply Short Contract. These are set out in a separate document.

The terms and conditions are supplemented by any relevant Supply Contract Short – Optional Z Clauses, as detailed below.

Goods are not being supplied. This contract is for the provision of Software and Services only. Any clauses that relate to Goods are not applicable. For the avoidance of doubt, title in the Software remains with the applicable software licensor: Software is licensed.

Batch Orders are not relevant. Any clauses that relate to Batch Orders are not applicable.

Supplier additional clauses for Software

As COTS software products are to be provided, then in accordance with Crown Commercial Service clarification answers issued during the tendering for Framework Agreement RM1089, such COTS software products shall be licensed solely and exclusively under the relevant COTS software products licence terms.

These COTS software licences can be provided upon request, are accepted as part of click-use licensing acceptance, or are available on the Esri UK website legal page (<http://www.esriuk.com/Legal/terms-and-conditions>):

- For Esri products, this is the 'Esri Inc License Agreement'.
- For Esri UK products / software code this is the 'Esri UK Software Licence Agreement'.

In accordance with Purchaser's answer No. 3 to clarification questions, Suffolk Constabulary will be the 'licensee'.

Norfolk Constabulary shall also be entitled to use the Software as if it is also the Licensee, such use to be in accordance with the software licences detailed above.

Suffolk Constabulary and Norfolk Constabulary have in place an agreement for shared liability for this contract and the software licences.

Support and maintenance will be provided in accordance with the Supplier's Response.

Agreement

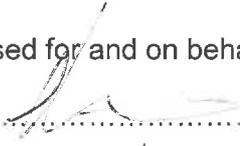
This Supply Short Contract has been duly executed as BETWEEN:

Suffolk Constabulary (on behalf of Suffolk Constabulary and Norfolk Constabulary)

And

ESRI (UK) Limited

Signed duly authorised for and on behalf of **Suffolk Constabulary**

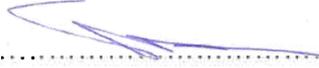
Signature: 

Name: *Len Matthews*

Position: *Head of Procurement and Supplies*

Date: *20/04/2017*

Signed for and on behalf of **ESRI (UK) Limited**

Signature: 

Name: *Stuart Bonthron*

Position: *Managing Director*

Date: *25 April 2017*

Supply Contract Short – Optional Z Clauses

Clause Z1 Corrupt practices

Z1.1 The *Supplier* does not

- offer or give to any person in the service of the *Purchaser* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Purchaser* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Purchaser* or
- enter into this contract or any other contract with the *Purchaser* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z1.2 A failure to comply with this condition is treated as the *Supplier* having substantially failed to comply with this contract.

Clause Z5 Discrimination

Z5.1 The *Supplier* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the “Discrimination Acts”).

Z5.2 In Providing the Goods, the *Supplier* co-operates with and assists the *Purchaser* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Z5.3 Where any employee or Subcontractor employed by the *Supplier* is required to carry out any activity alongside the *Purchaser's* employees in any premises, the *Supplier* ensures that each such employee or Subcontractor complies with the *Purchaser's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z5.4 The *Supplier* notifies the *Purchaser* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Supplier* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from

the *Purchaser* to attend) any associated meetings,

- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigatory body, court or tribunal.

Z5.5 The *Supplier* indemnifies the *Purchaser* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Purchaser* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Supplier* or any of his staff.

Z5.6 The *Supplier* includes in the conditions of contract for each subcontract obligations substantially similar to those set out above.

Clause Z6

Disclosure of information

Z6.1 A Disclosure Request is a request for information relating to this contract received by the *Purchaser* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

Z6.2 The *Supplier* acknowledges that the *Purchaser* may receive Disclosure Requests and that the *Purchaser* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Purchaser* consults with the *Supplier* before doing so in accordance with the relevant Code of Practice. The *Supplier* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Purchaser* and acknowledges that it is for the *Purchaser* to determine whether or not such information should be disclosed.

Z6.3 When requested to do so by the *Purchaser*, the *Supplier* promptly provides information in its possession relating to this contract and assists and co-operates with the *Purchaser* to enable the *Purchaser* to respond to a Disclosure Request within the time limit set out in the relevant legislation.

Z6.4 The *Supplier* promptly passes any Disclosure Request which it receives to the *Purchaser*. The *Supplier* does not respond directly to a Disclosure Request unless instructed to do so by the *Purchaser*.

Z6.5 The *Supplier* acknowledges that the *Purchaser* is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Procurement Policy Note entitled "Published guidance on implementing requirements for greater transparency in central Government procurement and contracting" (or any later revision) except to the extent that any information in it is exempt from disclosure

pursuant to the Freedom of Information Act 2000. The *Purchaser* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Purchaser* has the final decision. The *Supplier* co-operates with and assists the *Purchaser* to publish this contract in accordance with the *Purchaser's* obligation.

Clause Z7 Data Protection

Z7.1

(1) The Data Protection Acts are the Data Protection Act 1998 (as amended) and any other laws or regulations relating to privacy or personal data.

(2) Personal Data is information collected by the *Supplier* on behalf of the *Purchaser* in relation to this contract, which relates to living individuals who can be identified

- from that information or
- from that information combined with other details in (or likely to come into) the possession of the *Purchaser*.

Z7.2 For the purposes of this contract and the Data Protection Acts

- the *Purchaser* is the Data Controller and
- the *Supplier* is the Data Processor.

Z7.3 The *Supplier* processes the Personal Data in accordance with (and so as not to put the *Purchaser* in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing his obligations under this contract.

Z7.4 The *Supplier* has in place for as long as it holds the Personal Data

- appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

Z7.5 The *Supplier* immediately notifies the *Purchaser* if it receives

- a request from any person whose Personal Data it holds to access his Personal Data or
- a complaint or request relating to the *Purchaser's* obligations under the Data Protection Acts.

Z7.6 The *Supplier* assists and co-operates with the *Purchaser* in relation to any complaint or request received, including

- providing full details of the complaint or request,
- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Purchaser* and
- promptly providing the *Purchaser* with any Personal Data and other information requested by him.

Z7.7 The *Supplier* complies with the requirements of the *Purchaser* in relation to the storage, dispatch and disposal of Personal Data in any form or medium.

Z7.8 The *Supplier* immediately notifies the *Purchaser* on becoming aware of any breach of this clause or of the Data Protection Acts.

Clause Z8 Conflict of interest

Z8.1 The *Supplier* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Supplier* notifies the *Purchaser* if there is any uncertainty about whether a conflict of interest may exist or arise.

Z8.2 The *Supplier* immediately notifies the *Purchaser* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Supplier* and or the *Purchaser* (including without limitation its reputation and standing), of which it is aware or anticipates may justify the *Purchaser* taking action to protect its interests.

Clause Z10 Records and Audit Access

Z10.1 The *Supplier* keeps documents and information obtained or prepared by the *Supplier* or any Subcontractor in connection with this contract for a period of 6 years after the *end date*.

Z10.2 The *Supplier* permits the *Purchaser*, Comptroller, Auditor General and any other auditor appointed by the *Purchaser* to examine documents held or controlled by the *Supplier* or any subcontractor.

Z10.3 The *Supplier* provides such oral or written explanations as the *Purchaser* or the Comptroller and Auditor General considers necessary.

Z10.4 The *Supplier* acknowledges that, for the purpose of examining and certifying the *Purchaser's* accounts or any examination pursuant to Section 6(1) of the National Audit Act 1983, the Comptroller and Auditor General or any other auditor appointed by the *Purchaser* may examine documents held or controlled by the *Supplier* or any Subcontractor and may require the *Supplier* to provide such oral or written explanations as he considers necessary. The *Supplier* promptly complies with any such requirements at his own cost. This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Supplier* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Supplier* is not a function exercisable under this contract. The *Supplier* permits the Comptroller and Auditor General to examine documents held or

controlled by the *Supplier* or any Subcontractor. The *Supplier* provides such oral or written explanations as the Comptroller and Auditor General considers necessary.

Clause Z18 **Prevention of fraud and bribery**

Z18.1 The *Supplier* represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the Contract Date:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

Z18.2 During the *services period* the *Supplier* does not:

- commit a Prohibited Act; and/or
- do or suffer anything to be done which would cause the *Purchaser* or any of the *Purchaser's* employees, consultants, suppliers, sub-suppliers or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements

Z18.3 During the *services period* the *Supplier*:

- establishes, maintains and enforces, and requires that its SubSuppliers establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- keeps appropriate records of its compliance with this contract and make such records available to the *Purchaser* on request;
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Purchaser* on request) to prevent it and any *Supplier's* employees or any person acting on the *Supplier's* behalf from committing a Prohibited Act.

Z18.4 The *Supplier* immediately notifies the *Purchaser* in writing if it becomes aware of any breach of clause Z18.1, or has reason to believe that it has or any of the its employees or SubSuppliers have:

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the

grounds of a Prohibited Act; and/or

- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or Party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

Z18.5 If the *Supplier* makes a notification to the *Purchaser* pursuant to clause Z18.4, the *Supplier* responds promptly to the *Purchaser's* enquiries, co-operates with any investigation, and allows the *Purchaser* to audit any books, records and/or any other relevant documentation in accordance with this contract.

Z18.6 If the *Supplier* breaches Clause Z18.3, the *Purchaser* may by notice require the *Supplier* to remove from Providing the Service any *Supplier* employee whose acts or omissions have caused the *Supplier's* breach.

Z18.7 In this Clause Z18, Prohibited Act means any of the following:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the *Purchaser* a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract;
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation creating offences concerning fraud; or
 - iii) at common law concerning fraud; or
 - iv) committing (or attempting or conspiring to commit) fraud.

Clause Z36 Contracts (Rights of Third Parties) Act 1999

Z36.1 A person or organisation who is not a party to this contract may enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999 only if the term and the person or organisation are stated in the Contract Data.