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## DATED: 12 February 2021



**GOODS AND SERVICES AGREEMENT** 

(1) THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

AND

(2) TELENT TECHNOLOGY SERVICES LIMITED

# AGREEMENT

relating to the provision of vehicle installation, field support and logistics services relating to the Ambulance Radio Programme

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## THIS AGREEMENT is made on 12 February 2021

## **BETWEEN**:

- (1) **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE** of 39 Victoria Street, London SW1H 0EU, acting as part of the Crown (the "**Authority**"); and
- (2) **TELENT TECHNOLOGY SERVICES LIMITED** a company incorporated in England and Wales under company number 00703317 whose registered office is at Point 3, Haywood Road, Warwick, CV34 5AH (the "**Supplier**"),

(each a "Party" and together the "Parties").

## INTRODUCTION

- (A) The ESMCP is replacing the current Airwave Network with the ESN.
- (B) The Authority is delivering additional programmes which, combined with the ESMCP, will create an end-to-end safety of life critical communications system for the English Ambulance Trusts, as well as providing options for other Service Recipients to receive Services under this Agreement.
- (C) Under separate arrangements, the Authority has procured, and is delivering the NMA and associated Vehicle Hardware for every frontline emergency ambulance vehicle within each English Ambulance Trust's fleet, which will utilise the ESN.
- (D) Under this Agreement, the Authority now wishes to procure a supplier to provide Vehicle Installation Services to install the Vehicle Hardware across the vehicle fleet, Field Support Services for the Vehicle Hardware (once operational) and associated Logistics Services (as more particularly described in Part A of Schedule 2.1 (Services Description)), to English Ambulance Trusts as well as other Service Recipients in accordance with this Agreement.
- (E) On 19 February 2019, the Authority advertised in the Official Journal of the European Union (reference 2020/S 037-088830)), inviting prospective suppliers to submit proposals for the provision of vehicle installation, field support and logistics services in respect of the Ambulance Radio Programme.
- (F) The Supplier is a provider of vehicle installation, support and logistics services and has previous experience delivering goods and related services to Service Recipients.
- (G) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier to provide the Services and the Parties have agreed to contract with each other in accordance with the Terms and Conditions set out below.

IT IS AGREED as follows:

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This Agreement has been duly executed by the Parties on the date which appears at the head of its page 8.

SIGNED for and on behalf of TELENT TECHNOLOGY SERVICES LIMITED by a director	Signature:
	Name (block capitals):
SIGNED for and on behalf THE SECRETARY OF STATE FOR HEALTH AND SOCIAL	
	Signature:
	Name (block capitals):
	Position:

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## SCHEDULE 2.1

## SERVICES DESCRIPTON

## FIELD SUPPORT SERVICE & VEHICLE INSTALLATION SERVICE REQUIREMENTS

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This Schedule consists of a Part A and a Part B. Part A contains the Service Requirements of the Authority and Part B contains the Supplier Solution.

## PART A – SERVICE REQUIREMENTS

## 1 INTRODUCTION

- 1.1 This Part A contains the Service Requirements.
- 1.2 The services under Part A of this Schedule are made up of the following:
  - 1.2.1 Mobilisation Services;
  - 1.2.2 Operational Services;
  - 1.2.3 Optional Services; and
  - 1.2.4 Future Services.
- 1.3 Scope of the Services
  - 1.3.1 Unless different commencement dates are expressly identified in the Mobilisation Plan for any applicable parts of the Services, commencing on the Effective Date the Supplier shall fulfil the following services, functions, responsibilities, requirements and deliverables (as the same may evolve during the Term including adding, removing, supplementing, enhancing, modifying and/or replacing any services and/or activities or deliverables in accordance with this Agreement or as otherwise approved in writing by the Authority in accordance with the Change Control Procedure, from time to time):
    - the services, functions, responsibilities, requirements and deliverables that the Supplier is required to carry out as specified in Part A (Service Requirements) of this Schedule or any other part of this Agreement, including the relevant Schedules, Annexes and Appendices of this Agreement;
    - (b) any incidental services, functions, responsibilities, requirements and deliverables not specified in the Agreement as within the scope of Supplier's responsibilities but that are reasonably and necessarily required for, or related to, the proper and timely performance and provision of the services, functions, responsibilities, requirements and/or deliverables set out in Paragraph 1.3.1(a) of Part A of this Schedule above;
    - (c) any services, functions, requirements, responsibilities and/or deliverables agreed pursuant to Schedule 8.2 (*Change Control Procedure*); and
    - (d) subject to Paragraph 1.4 of Part A of this Schedule, the services, functions, responsibilities, requirements and deliverables that the Supplier shall carry out as specified in Part B (Supplier Solution) of this Schedule, Schedule 2.4 (Security Management), Schedule 6.1 (Mobilisation Plan), and Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning).
- 1.4 If there is any conflict between the scope of the services, functions, responsibilities, requirements and deliverables under: (i) Paragraphs 1.3.1(a) and 1.3.1(b) of Part A of this Schedule above; and (ii) Paragraph 1.3.1(d) of Part A of this Schedule above, the provisions of Paragraphs 1.3.1(a) and 1.3.1(b) of Part A of this Schedule above shall apply and prevail.
- 1.5 The Supplier shall meet and fulfil all of the Service Requirements in this Part A (and the Supplier confirms that the Supplier Solution set out in Part B of this Schedule meets and fulfils all of the Service Requirements in this Part A), as the same may evolve during the Term and as they may be supplemented, enhanced, modified or replaced in accordance with this Agreement, but excluding any Authority Responsibilities and Dependencies.

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- 1.6 If there is any conflict between the provisions of Part A of this Schedule and the provisions of Part B of this Schedule, the provisions of Part A of this Schedule shall apply and prevail, except that the Authority is entitled to accept the provision of any conflicting element of Part B where such conflict is in the favour of, or otherwise beneficial to, the Authority.
- 1.7 The Supplier acknowledges that pursuant to Paragraph 6 of Schedule 6.1 (*Mobilisation Plan*), the Authority is entitled to suspend the Services for any amount of time in the event of a Vehicle Hardware Delay and/or Trust Delay in accordance with such Paragraph 6 of Schedule 6.1 (*Mobilisation Plan*).

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## 2 SCOPE

## 2.1 BACKGROUND

2.1.1 The diagram below is intended to indicate the scope of the Services set out in this Schedule. To the extent that there is a conflict between the diagram below in this Paragraph 2.1.1 and the provisions of this Schedule (excluding the diagram below), the provisions of this Schedule (excluding the diagram below) shall apply and prevail. The Parties agree that the diagram below is not legally binding and is for information purposes only.

Mobilisation Services	Planning Mobilisation	
	Field Support Service	Field Support Personnel (daytime resources)     • Vehicle Hardware     • Control room desktops (hardware only)     • ESN devices (future)     • Legacy Airwave devices and other equipment as required
Operational Services	Vehicle	Field Support Service Desk Image: Constraint of the service of the
	Installation Service	designs, execution, Hardware
	Logistics Service	Supporting logistics: • Order Fulfilment • Spares and Returns Mgt • Spares Storage • Disposal Service • Asset tracking
	Service Management	Field Support Service Desk Performance Reviews Activity Reporting Maintenance of Field Support Procedures Governance, Change Mgt Training
Optional Services	Call-Out Support (24 Service Desk Integra Additional Vehicle Integra	Specialist Vehicle Installation Service
Future Services	ESN devices – install Expansion/enhancer future if required	

- 2.1.2 The Ambulance Radio Programme ("**ARP**") provides NHS ambulance services with emergency mobile communications associated services. The current network services (using the 'Airwave' TETRA network) are due to be replaced by the new 'Emergency Services Network' (ESN) being introduced through a cross-government programme hosted by the Home Office.
- 2.1.3 One of ARP's projects is the procurement and deployment of a 'National Mobilisation Application' (NMA) for every frontline emergency ambulance vehicle which may utilise

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the ESN. A separate procurement is underway for Vehicle Hardware that will support the NMA.

- 2.1.4 ARP requires installation services to install the Vehicle Hardware across the vehicle fleet, field support services for the Vehicle Hardware once operational, and a logistics service to support these activities as described in this Schedule.
- 2.1.5 The scope of equipment to be installed and supported is expected to grow over time to include additional vehicle-borne and hand-held equipment provided to Ambulance Trusts via ARP.
- 2.1.6 The diagram in this Paragraph 2.1.6 shows the indicative forecast for the number of Vehicle Hardware Bundles which may be procured by the Authority under the Vehicle Hardware Contract and is for information purposes only. The Supplier shall provide the Vehicle Installation Service, Field Support Service and Logistics Service in accordance with the Forecasts, the initial versions of which are set out in the Annexes of this Schedule, and which are based on and derived from the forecast in this Paragraph 2.1.6.

#### Vehicle Hardware Bundles

Trust	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26	Trust Total
NEAS	20	20	40	40	60	60	60	60	60	60																	480
YAS			20	40	60	60	60	60	60	60	60	60	60	60	60												720
NWAS				20	40	60	60	60	60	60	60	60	60	60													600
SWASFT					20	40	60	60	60	60	60	60	60	60	60												600
EMAS						20	40	60	60	60	60	60	60	60													480
SCAS							20	40	60	60	60	60	60	60													420
SECAmb								20	40	60	60	60	60	60	60	60	60	60									600
LAS									20	40	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	1020
EEAST										20	40	60	60	60	60	60	60	60	60	60							600
WMAS										20	40	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	960
loW									30																		30
Monthly Total	20	20	60	100	180	240	300	360	450	500	500	540	540	540	360	240	240	240	180	180	120	120	120	120	120	120	6510

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#### 2.2 SERVICES

- 2.2.1 This Schedule sets out the intended scope of the Services to be provided by the Supplier.
- 2.2.2 The Supplier shall provide the following Services as detailed in this Schedule (as such Services are more particularly described in Paragraphs 3 to 6 of Part A of this Schedule):
  - (a) **Mobilisation Services** 
    - (i) Planning
    - (ii) Mobilisation
  - (b) **Operational Services** 
    - Vehicle Installation Service (i)
    - **Field Support Service** (ii)
    - Logistics Service (iii)
    - Service Management (iv)
  - **Optional Services** (c)

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- (i) Call-Out Support
- (ii) Service Desk Integration
- (iii) Additional Vehicle Installation Designs
- (iv) Additional Vehicle Installation
- (v) Specialist Vehicle Installation Service
- (vi) Ad-hoc Services
- (d) Future Services
  - (i) Addition to, expansion or enhancement of the Services that may be requested by the Authority in accordance with Schedule 2.8 (*Future Services*).

## 2.3 **AMBULANCE TRUSTS**

- 2.3.1 The Supplier shall provide the Services to each of the English Ambulance Trusts and any successor bodies thereto that perform any of the functions previously performed by any of the foregoing bodies.
- 2.3.2 The Supplier may also be required to provide the Services to the Welsh Ambulance Service NHS Trust (WAST) and/or the Scottish Ambulance Service (SAS).
- 2.3.3 For the avoidance of doubt, the Supplier is obliged to provide Services to any Service Recipients if requested by the Authority.

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## 3 MOBILISATION SERVICES

## 3.1 **INTRODUCTION**

- 3.1.1 The Mobilisation Services shall be provided in accordance with the Service Requirements set out in this Paragraph 3, the terms of Schedule 6.1 (*Mobilisation Plan*), the Detailed Mobilisation Plan and any other terms and conditions in the Agreement that apply to the Mobilisation.
- 3.1.2 The diagram below is intended to indicate the delivery sequence of the Mobilisation Services and Operational Services set out in this Schedule. To the extent that there is a conflict between the diagram below in this Paragraph 3.1.2 and the provisions of the Schedules (excluding the diagram below), the provisions of the Schedules (excluding the diagram below) shall apply and prevail. The Parties agree that the diagram below is not legally binding and is for information purposes only.



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## ANNEX B: FIELD SUPPORT SERVICE FORECAST

## 1. FIELD SUPPORT SERVICE FORECAST

- 1.1. This Annex B sets out the initial Field Support Service Forecast for the Transition Period. Changes to the Field Support Service Forecast shall be in accordance with Annex 4 of Schedule 2.7 (Ordering Process).
- 1.2. The Supplier shall ensure that it has the capacity and resources to support the volume of Vehicle Hardware in accordance with the Field Support Service Forecast.
- 1.3. The initial Field Support Service Forecast is as follows:



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