



Please note:

It is agreed between the parties that this project is wholly dependent upon the ESN programme and the Home Office. Should the ESN programme be cancelled, or should there be a change to the deliverables of the ESN programme such that Avon and Somerset Police do not need to upgrade the DS3000 to operate ESN, then Supplier will not be held liable.

**Goods and/or Resourced Based Services and/or Services to be delivered/supplied:**

- Phase 1 upgrade of DS3000 system to 2017 R1 ESN baseline;
- Provision of hardware enhancements required to host ESN components;
- Phase 2 upgrade DS3000 system to NATS approved software release;
- ESN integration test of control room systems and customer site acceptance; and
- Support enhancement to provide additional ESN related support activities during the ESN pilot and transition periods

Further detail is provided in the proposal 047079 Avon and Somerset Constabulary – Control Room ESN Integration Proposal V5 which is contained in Schedule F.

The following sections of proposal 047079 Avon and Somerset Constabulary – Control Room ESN Integration Proposal V5 shall not apply to this Individual Contract:

- 6 Support
- 7.2.5.1 Five Year DS3000 Support and Maintenance
- 7.2.5.2 ESN Annual Support Uplift

Should there be a conflict between the proposal 047079 Avon and Somerset Constabulary – Control Room ESN Integration Proposal V5 and this Order Form, then this Order Form shall take precedence

**Warranty Period (Goods only)**

Warranty support is provided for Dell Servers: 5Yr Basic Warranty – Next Business Day.

**Location/Sites of Delivery**

Main location for provision of service:  
Avon & Somerset Constabulary  
Force HQ, Valley road  
Portishead  
BS20 8QJ

**Dates for Delivery of the Goods and/or the Services**

Service to commence from - On contract signature ]

**Implementation Plan**

Draft project timelines have been issued. These plans will be updated once the project has started with site specific activities so that a joint project plan is created. Draft plans are shown in Schedule C.

**Service Levels and Service Credits**

Service Levels are not applicable to this Individual Contract. Support for the ESN will be ordered via a separate Individual Contract in due course.

Service Credits shall not apply to this Call-Off

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

Details of Capita Software and third party software are detailed in schedule D

### **SUPPLIER'S INFORMATION**

Supplier's inspection of Sites, Customer System, Customer Property and Customer Assets In Clause 45.4 of the Call Off Terms and Call Off Schedule 11 (Exit Management)

### **Commercially Sensitive Information**

See Completed FOI Exemption Form at Schedule G for information that the Supplier considers commercially sensitive and exempt from disclosure

### **CUSTOMER RESPONSIBILITIES AND DEPENDENCIES**

#### **Phase 1**

The objective of this upgrade phase is to bring the deployed system up to a common baseline and to perform infrastructure preparation in readiness for eventual ESN software deployment.

The Supplier will look to schedule a site survey with Avon and Somerset to confirm the scope of works for phase 1 and to jointly identify any additional dependencies on either side that need to be addressed e.g. equipment rack space, power supply availability.

The Supplier will pre-build all new servers to the correct standard within our factory build area. This will minimise the on-site upgrade activities with the objective of reducing disruption to the operational system

#### **Customer Responsibilities**

The following are the anticipated activities for Avon and Somerset during the **phase one** works:

- Project Management engagement with the Supplier for document review, design review, activity scheduling and progress monitoring;
- Review of new functionality in 2017 R1 release and confirmation of which elements are required to be included within the deployed solution;
- Provision of up to date system databases for the Supplier data preparation;
- Optional one day pre-upgrade review in Chippenham of updated data and system configuration;
- Liaison with operational users of the system to arrange suitable access for undertaking agreed on site works to implement upgrade;
- Acceptance of upgrade back in to operational use; and
- Pre-planning of ESN deployment configuration (potential on going activity with Phase 2A).

## Phase 2

The objective of this phase is to integrate your control room system with the production ESN environment.

Whilst it is expected that the activities defined for phase 2 will be undertaken as a single item of work, the ESN integration test and associated Site Acceptance activities have been costed separately (and titled phase 2B) in case there is a need for the upgrade and test activities to be de-coupled due to ESN programme scheduling reasons and availability of ESN interface at a customer site. Any agreement between Avon and Somerset and the Supplier to split phase 2 works into a non-contiguous item of work would be undertaken under standard project change control processes.

### System upgrade to NATS approved software (Phase 2A)

- The following are the key activities that will be undertaken:
  - Validate DNSP link connectivity from customer site (this activity is considered a pre-requisite for other activities in this phase);
  - Deploy ESN NATS conformance tested software releases to control room systems;
  - Perform ESN integration configuration activities based on customer fleetmap information; and
  - Validate that Avon and Somerset's existing Airwave integration still functions as expected to ensure operations can continue as expected following deployment of ESN software and configuration;

### ESN Integration Test (Phase 2B)

The proposal includes site acceptance test activities to demonstrate correct integration of the Supplier systems with ESN. This testing will be performed on an end to end basis using Avon and Somerset supplied ESN terminals loaded with ESN core terminal applications.

This testing will be carried out using a standard test approach that will be documented and agreed with Avon and Somerset in advance of the test activity. If the Customer requires testing over and above the standard baseline scope additional charges will be applied at standard engineering time and material rates:

- Test of each defined ESN User profile (up to a maximum of two profiles) to ensure that when used to log on to ESN that all communication resources (groups) are available for access through the WRIF used for the test;
- For each defined ESN user profile that when used to log on to ESN that all data services accessible via the PSCS interfaces and functionally supported by the control room systems are available for use; and
- WRIF operation test (30 mins max duration per WRIF):
  - Ensure that for each deployed WRIF each defined user profile type can be logged on to the WRIF; and

- Ensure that for each deployed WRIF a random selection of five groups can be used for monitor select and transmit functions with audio being correctly passed from and to the control room users.

Following successful completion of this ESN integration site acceptance test, the control room systems will be handed over to Avon and Somerset and will be deemed in a fit state for Avon and Somerset to conduct whatever internal test and training activities you wish to undertake prior to operational transition.

The Supplier have not included any support for post acceptance test activities. Any involvement over and above that which could reasonably be expected as part of the Customer support contract will be quoted on a time and materials basis at standard Supplier engineering rates.

### **Customer Responsibilities**

The following are the anticipated Avon and Somerset activities during the **phase two A and B** works:

- Project Management engagement with the Supplier for document review, design review, activity scheduling and progress monitoring;
- Ongoing interaction with the Supplier prior to Phase 2A deployment to confirm ESN configuration details for the system (it should be noted that the exact details of these elements are still subject to definition based on programme level discussions around fleetmapping and configuration);
- Provision of up to date system databases for the Supplier data preparation;
- Optional one day pre-upgrade review in Chippenham of updated data and system configuration;
- Liaison with operational users of the system to arrange suitable access for undertaking agreed on site works to implement upgrade;
- Acceptance of Phase 2A upgrade back in to operational use on Airwave;
- Liaison with ESN providers around DNSP interface and customer configurations;
- Review and approval of ESN integration test plan; and
- Observation and acceptance of final ESN integration testing activities.

### **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 F.

### **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 Individual 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**

Schedule A Clause 15.1 shall not apply to this Individual Contract

Schedule A Clause 15.3 shall only apply in the event that the Home Office cancels the ESN Programme, or change the deliverables of the ESN Programme such that the Customer no longer needs to upgrade the DS3000 to operate ESN. For the avoidance of doubt, if the Home Office cancels the ESN Programme, then any payments made to the Supplier up to and including the date of termination will not be refundable to the Customer.

#### **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. 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 CAPITA SOFTWARE**

2.1 Upon delivery of Capita Software, the following terms and conditions will apply:

- a) The copyright and all other proprietary rights of all the Supplier 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 Capita software.
- b) On delivery of software, 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 ACCEPTANCE

3.1 The Supplier shall co-operate with the Customer (and any third parties as appropriate) in relation to the Acceptance Tests, respond to their reasonable requests for information concerning and clarification relating to such Tests, and provide such access to its premises and/or systems for the Customer and third parties as is reasonably necessary to advise and/or conduct and/or attend such tests.

3.2 The Acceptance Tests shall be carried out as stated in the ESN Integration Test (Phase 2B) section of the Order Form above

a) If the System or any part thereof fails to pass the Acceptance Tests, and such original failure is as a result of the Supplier's acts and/or omissions repeat tests shall be carried out at the Supplier cost and within a reasonable timeframe. If the repeat tests show that the Goods and Software are not materially in accordance with the Contract, and such original failure is as a result of the Supplier's acts and/or omissions, then, without prejudice to any other rights or remedies which the Customer might have under the Contract, the Customer shall have the right to:-

i) require the Supplier to supply, free of charge, such additional or replacement Goods and/or Software as may be necessary to enable the System or any part thereof to pass the Acceptance Tests; or

ii) accept and retain such of the Goods and/or Software as the Customer may consider expedient at such reduced price as may be agreed between the Customer and the Supplier in writing; or

iii) reject any of the Goods and/or Software where it is not in accordance with the Contract.

3.3 If the Customer opts to reject any of the Goods and/or Software under Clause 3.2a)iii), all payments and costs incurred by the Customer in respect of the rejected Goods and/or Software shall be reimbursed to the Customer by the Supplier and, without prejudice to any other rights or remedies which the Customer might have under the Contract, the Supplier shall indemnify the Customer against any losses, expenses or costs of any nature that are incurred by the Customer as a result of the Customer exercising any of its rights under Clause 3.2 above

3.4 The Customer shall issue an acceptance certificate when, in respect of applicable deliverable(s) (including Documentation), the relevant Acceptance Criteria have been met.

### 4. Transparency

4.1 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.

4.2 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 <b>Chief Finance Officer</b>
Duly Authorised to sign Contract for and on behalf of: <b>Police and Crime Commissioner for Avon and Somerset</b> <b>Valley Road</b> <b>Portishead</b> <b>Bristol</b> <b>BS20 8JJ</b>
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: <b>Capita Business Services Ltd T/a Capita IT Enterprise Services</b> <b>71 Victoria Street,</b> <b>Westminster,</b> <b>London,</b> <b>SW1H 0XA</b>
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 – Draft Implementation Plans**



ESN Generic



ESN Generic



ESN Generic

Implementation\_draftImplementation\_draftImplementation\_draft

## **Schedule D – New Capita Software Licences and Third Party Software Licences**

The following licence pack will be issued as per the agreed project plan.

### **Capita Software:**

a) ESN Data Centre Licence

- Data Centre Licence: this is a licence fee associated with each DSX Media Exchange that is integrated to the ESN. The associated licence fee per Media Exchange is banded based on the size of the solution; for Avon and Somerset this is the Large: 51 to 100 operator positions band.

b) ESN Core client User interface

- Client Licence: a licence fee associated with each client position that will access ESN voice functionality. Client licence fees are defined to reflect the specific user interface methods used to access ESN voice communications functionality; for Avon and Somerset this is the ESN Core Client User Interface - base client functionality licence for all client workstations that can access ESN functionality.

### **Third Party Licences:**

c) Microsoft Licences

Item	Qty
ERIF (Srv 2012)	3
PDC/MSP (Srv2012)	1
APS (srv 2012 DC)	2
SQL Srv 2014	1
Win Svr 2012 CAL 5Pk	12

This License Pack does not include the provision of physical software data or software license keys. The target software will be provided to the customer as per the project plan onto target hardware following formal ESN NATS and site acceptance testing.

## **Schedule E – Charges**

### **Project charges**

The following pricing relates to the engineering labour and associated expenses to perform the various stages of implementation activity as well as associated ESN licensing charges:

[REDACTED]

### **Phase 1 Additional Hardware Components**

[REDACTED]

Dell pricing is currently under continual review based on the current fluctuation in foreign exchange rates. Supplier reserves the right to amend the quoted prices if a fluctuation of 7.5% or more occurs on the base Dell hardware prices.

### **Phase 1 / 2 Additional Third Party Licencing**

The following Microsoft third party software licences will be required for phase 1 upgrades, and the audio channel licence required at phase 2.

[REDACTED]

The Supplier have been advised that a price increase of between 13% and 22% will apply to Microsoft Enterprise and Cloud products from January 2017. The Supplier uses Embedded licence versions of Microsoft products for direct supply on DSX systems and these are currently not subject to this price increase. The Supplier reserves the right to amend these prices if a fluctuation of 7.5% or more occurs on the base Microsoft prices.

### **Rate Card**

For any time and material based work required to undertake work not included within the scope of this proposal the following standard day rates will apply:

[REDACTED]

### **Training Options**

Are detailed in Schedule F - 047079 Avon and Somerset Constabulary – Control Room ESN Integration Proposal V5.

### **Payment Profile**

[REDACTED]

**Schedule F - 047079 Avon and Somerset Constabulary – Control Room ESN Integration Proposal V5**



047079 Avon and  
Somerset Constabula

**Schedule G - Completed FOI Exemption Form**