



Essex Police, Fire and Crime Commissioner Fire and Rescue Authority

Decision Report

Report reference number: 061-21
Government security classification: Not protectively marked
Title of report: New Control Systems Contract Sign Off
Area of county / stakeholders affected: ECFRS Control and Operations
Report by: Sarah Smith, Contracts Officer
Date of report: 13 August 2021
Enquiries to: Karl Edwards, Director of Corporate Services

1. Purpose of the report

The purpose of the report is to document the key parts of the new control systems contract in order that the contract documentation can be approved and signed by the Essex Police, Fire and Crime Commissioner Fire and Rescue Authority (the Authority).

2. Recommendations

This report makes and provides supporting information for the following recommendation:

That the contract between the Authority and Airwave Solutions Ltd attached at Appendix 1 is signed [REDACTED] by the Essex Police, Fire and Crime Commissioner Fire and Rescue Authority.

[REDACTED]

[REDACTED]

The contract is for an initial term of five years, with the option to extend in 24- or 12-month increments, up to a maximum of 10 years by giving Airwave at least 90 days' notice before the end of the initial term.

In the event of an extension, the Service Charge shall be the annual Service Charge for the final year of the initial five years after Indexation has been applied. If a technology refresh activity is necessary to maintain the level of service, the associated costs will be agreed between parties. Any change shall be agreed in accordance with the Change Control Procedure.

The total cost for the initial five-year contract is £2,901,808 as approved in the Decision Report 035-21. A breakdown of the financials is provided in Section 8 below.

3. Benefits of the proposal

Please refer to Decision Report 035-21 New Control Systems Contract Award.

4. Background and proposal

Please see the full Contract Report collated by Bevan Brittan as a background paper to this report which highlights some of the key provisions contained within the contract and the position taken in relation to those provisions.

[REDACTED]

1. [REDACTED]

- [REDACTED]

- [REDACTED]

■ [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

- [Redacted text block]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- Insurance

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

- Risk Allocations

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	<ul style="list-style-type: none"> [REDACTED] [REDACTED] 	[REDACTED]
[REDACTED]	<ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] 	[REDACTED]
[REDACTED]	<ul style="list-style-type: none"> [REDACTED] [REDACTED] 	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

• Rights of Termination and Termination Payments

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

E| 1 [REDACTED]

[REDACTED]	[REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none"><li data-bbox="507 454 1417 517">■ [REDACTED]<li data-bbox="507 544 1326 577">■ [REDACTED]<li data-bbox="507 607 1425 734">■ [REDACTED]<li data-bbox="507 763 890 797">■ [REDACTED]<li data-bbox="507 826 890 860">■ [REDACTED]<li data-bbox="507 889 1369 952">■ [REDACTED]<li data-bbox="651 981 991 1014">[REDACTED]<li data-bbox="651 1043 1326 1077">[REDACTED]<li data-bbox="651 1106 1241 1140">[REDACTED]<li data-bbox="507 1196 1342 1258">■ [REDACTED]<li data-bbox="507 1288 1425 1442">■ [REDACTED]<li data-bbox="507 1471 1374 1534">■ [REDACTED]<li data-bbox="651 1563 959 1597">[REDACTED]<li data-bbox="651 1626 1134 1659">[REDACTED]<li data-bbox="651 1688 1310 1722">[REDACTED]<li data-bbox="651 1751 1027 1785">[REDACTED]<li data-bbox="651 1814 1027 1848">[REDACTED]<li data-bbox="651 1877 1342 1910">[REDACTED]<li data-bbox="651 1939 1369 1973">[REDACTED]

[REDACTED]	[REDACTED]
	<p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] <ul style="list-style-type: none">■ [REDACTED] <ul style="list-style-type: none">■ [REDACTED] <ul style="list-style-type: none">■ [REDACTED] <ul style="list-style-type: none">■ [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- **Exit Management**

Airwave is required to prepare an Exit Plan following commencement of the contract, and this should be kept up to date. This will provide the full detail of the arrangements on exit that will be specific to Airwave’s solution. Due to the nature of the solution to be provided (likely to be cloud) the focus has been on continuing to provide the Services in compliance with the contract until the point of termination and an obligation to ensure that data will be transferred.

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] od

[REDACTED]

5. Alternative options considered and rejected

Please refer to Decision Report 035-21 New Control Systems Contract Award.

6. Strategic priorities

Please refer to Decision Report 035-21 New Control Systems Contract Award.

7. Operational implications

Please refer to Decision Report 035-21 New Control Systems Contract Award.

The contract requires Airwave to complete an Outline Implementation Plan at the outset, which is to be progressed to a Detailed Implementation Plan following execution of the contract. This identifies the milestone deliverables and deliverables that must be met before a milestone is deemed to have been achieved and is required to be updated at regular intervals throughout the implementation phase.

8. Financial implications

The following table is extracted directly from the contract (Schedule 7.1 Charges and Invoicing), which was submitted as part of Airwave’s Final Tender response:

[REDACTED]

The procurement process has been carried out according to the Competitive Procedure with Negotiation (CPN) route and all contractual terms have been agreed in principle by both parties with guidance and advice from Bevan Brittan LLP. The procurement exercise was carried out pursuant to Regulation 29 of the Public Contracts Regulations 2015. The contract has been reviewed with all relevant internal stakeholders as appropriate.

10. Staffing implications

Please refer to Decision Report 035-21 New Control Systems Contract Award. The Authority does not believe that TUPE will apply at the commencement of the contract, and Airwave has not raised any considerations with regard to this.

11. Equality and Diversity implications

Please refer to Decision Report 035-21 New Control Systems Contract Award.

12. Risks

The mitigations relating to key risks associated with the contract are set out in section 4 above. Other key risks associated with the contract include:

- [REDACTED]

- **Risk of the integrated communication and control system and mobilisation solution supplied by Airwave not interfacing successfully with third party applications**

The supplier acknowledges through the contract that the Authority has contracted with other suppliers for various hardware and software products and services, including those of third party applications which must interface with the solution, and that it will be required to work collaboratively with other such suppliers. Clause 3.10 confirms that, “the Supplier shall at all times support the cooperation between the Supplier and the Other Suppliers and act reasonably and in good faith having regard for the Authority requirements, the business critical nature of the Services and the need for a joined up solution. For the avoidance of doubt, a failure to act reasonably in cooperating and collaborating with the Other Suppliers shall be deemed a Default of this Agreement.”

The key risk of not signing the contract is presented as follows:

- **Delay to mobilisation and contract start**

Until the contract is fully signed by both parties, work cannot commence on the project and the project implementation date will be pushed back.

13. Governance Boards

The decision for contract award has been discussed at the following meetings and signed off under Decision Sheet 035-21:

- 21 May 2021: COSMOS Programme Board
SLT Decision Meeting (extraordinary)
- 28 May 2021: SLT Decision Meeting (extraordinary)
- 11 June 2021: Statutory Officers Meeting

The Authority has established an internal governance structure surrounding implementation of the contract comprising a Programme Board, Strategic Change Board and a Service Delivery Board. Airwave is required to align with this structure.

14. Background papers

Appendix 1 – AGREEMENT Relating to the provision of an integrated communication control system and mobilisation solution including implementation, commissioning, support and maintenance

The following papers are attached as background information to this report:

- PFCC Decision Report 035/21 New Control Systems Contract Award
- Bevan Brittan ECFRS Contract Report – Award Stage 12 08 21
- [REDACTED]

Decision Process (061-21)

Step 1A - Chief Fire Officer Comments

(The Chief Fire Officer is asked in their capacity as the Head of Paid Service to comment on the proposal.)

.....I support this recommendation

Sign: ...  Date:.....13/8/21.....

Step 1B – Consultation with representative bodies

(The Chief Fire Officer is to set out the consultation that has been undertaken with the representative bodies)

N/A previously discussed with rep bodies under 035-21.

Step 2 - Statutory Officer Review

The report will be reviewed by the Essex Police, Fire and Crime Commissioner Fire and Rescue Authority’s (“the Commissioner’s”) Monitoring Officer and Chief Finance Officer prior to review and sign off by the Commissioner or their Deputy.

Monitoring Officer Sign: 
Print: P. Brent-Isherwood
Date: 6 September 2021

Chief Finance Officer Sign: 
Print:Neil Cross.....
Date: ... 13/8/21

Step 3 – Publication

Is the report for publication? YES but not appendices

If 'NO', please give reasons for non-publication *(Where relevant, cite the security classification of the document(s). State 'none' if applicable)*

.....

If the report is not for publication, the Monitoring Officer will decide if and how the public can be informed of the decision.

Step 4 – Redaction

If the report is for publication, is redaction required:

- 1 Of Decision Sheet YES**
- 2 Of Appendix YES**

If 'YES', please provide details of required redaction:

The Bevan Brittan advice is not to be published as this is subject to legal professional privilege.

The Decision Report 035-21 if published should be the redacted version.

The legal points highlighted above taken from Bevan Brittan's report should be redacted.

The pricing schedule, along with any other commercially sensitive information as set out in Schedule 4.2 to the contract, must be redacted.

Date redaction carried out:6/10/21.....

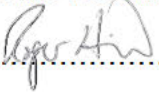
If redaction is required, the Chief Finance Officer or the Monitoring Officer are to sign off that redaction has been completed.

Sign:  Print: Neil Cross

Date signed: 7/10/21

Step 5 - Decision by the Police, Fire and Crime Commissioner or Deputy Police, Fire and Crime Commissioner

I agree the recommendations to this report:

Sign:  (PFCC)

Print: Roger Hirst

Date signed: 8 September 2021