

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 10/10/2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference:

Project_25116

Contract Title:	Storage Solution
Contract Description:	Solution to store DWP at Suppliers site.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	REDACTED
Estimated Year 1 Charges:	REDACTED
Commencement Date: this should be the date of the last signature on Section E of this Order Form	02/12//2022

Buyer details
Buyer organisation name Department for Work and Pensions

Billing address Your organisation's billing address - please ensure you include a postcode
REDACTED

Buyer representative name The name of your point of contact for this Order REDACTED

Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. CD ED Desktop BAG <ED.DESKTOPBAG@DWP.GOV.UK>

Buyer Project Reference Please provide the customer project reference number. 25116

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Agreement REDACTED

Supplier address

Supplier's registered address

REDACTED

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

REDACTED

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

[Click here to enter text.](#)

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

]

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable]

Guarantor Registered Address

Guarantor's registered address

Not Applicable]

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

1. TECHNOLOGY STRATEGY & SERVICES DESIGN

☐
2. TRANSITION & TRANSFORMATION

☐
3. OPERATIONAL SERVICES

a: End User Services

☐

b: Operational Management

☐

c: Technical Management

☐

d: Application and Data Management

☐
5. SERVICE INTEGRATION AND MANAGEMENT

☐

Part B – The Services Requirement

Commencement Date See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

24

Extension Period (Optional) Months

12

Minimum Notice Period for exercise of Termination Without Cause**30**

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites: **Buyer Premises:**

Not Applicable

Supplier Premises:

REDACTED

Third Party Premises:

Not Applicable]

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Not Applicable

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Not Applicable

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards>

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

[Not Applicable]

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

Computacenter Hatfield is £1bn full policy limit covering assets stored in the Hatfield warehouse.
RDC have a £10m Public Liability Insurance.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- Provide details of device type, serial number and end of life data for all assets
- Provide delivery manifest to the Supplier prior to the Supplier receipting any goods
- Organise deliveries to the Supplier
- Provide access to DWP Place through provision of a DWP device(s) (Citrix first instance, DWP device as backstop)
- Provide the Supplier adequate training for use of DWP Place
- Provide the Supplier a forecast for all expected stock shipments at least 25 days in advance further discussion following award of PSS contract.
- Make the Buyer locations for delivery available to the Supplier (CDW PSS, actual locations)
- Confirm correct quantity of items delivered to the Buyer locations within 48 hours of delivery. The timescales will be confirmed as part of the review before April 2023
- Notify the Supplier of any updates that the Buyer makes to the Suppliers virtual stock room in DWP Place

Goods

Guidance Note: list any Goods and their prices.

Not Applicable]

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not Applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Supplier's detailed pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier
REDACTED TABLE

For and on behalf of the Buyer
REDACTED TABLE

Attachment 1 – Services Specification

As part of the onboarding process the Buyer and Supplier will jointly agree an Operations Manual to cover the delivery of the Service as part of the transition. This will cover roles and responsibilities of the Buyer and the Supplier, management reporting, and exceptions management. The final agreed Operations Manual will be approved as a change under the formal change process and agreed by both parties before adoption. Any subsequent change to the Operations Manual will be approved as a change under the formal change process.

Transition

The transition will comprise of the following high-level inclusions prior to Service Commencement Date (SCD);

Initiate

- Transition Kick Off Meeting
- Contractual Run-Through
- Creation of user accounts and access to DWP Place for required resources □ Device Build Validation (IT Healthcheck)

Document

- Agree and document all in scope processes for Service operation
- Capture Service descriptions and document
- Creation of operational handbook
- Creation of onboarding pack for new service resources to ensure seamless integration and handover
- Agree asset baseline
- Agree, configure and test reporting requirements
- Agree governance structure between teams
- Agree Social Value Initiatives
- Agree Asset Data capture process for stock currently on the Supplier premises to support end of life activities

Knowledge Transfer

- Conduct stock and asset management knowledge transfer
- Conduct onboarding for service team, including training (e.g., DWP Place) and awareness (e.g. DWP policies)

Dynamic storage

- Storage arrangements that enable access to items for use in Service Delivery Includes requirements to call off delivery to DWP and Supplier locations

Inactive Storage

- Storage arrangements that may require infrequent access for use in Service Delivery; These items are surplus to current DWP requirements incl devices no longer required on the estate:
- Mini PCs
- Laptop Devices

Storage will be limited to 2300 Pallets at Hatfield and 500 at Braintree

Asset Management

- The Supplier is responsible for managing and updating device status in DWP Place of devices in their stock room
- The Buyer will perform bulk uploads – for the avoidance of doubt “Bulk” is in excess of 1000 devices, due to the ability to upload 50 devices at a time.
- The Buyer’s Asset Management team will provide training for DWP Place
- Need to agree best option for access to DWP Place

Support for End of Life

- The Supplier will store devices in a manner that will enable the Buyer to decommission specific devices when the device becomes end of life
- The Buyer will provide the Supplier end of life information as specified in the Ops Manual to support this activity. The Buyer acknowledges that without this end of life information, the Supplier cannot store devices based on end of life.

Disposal (Optional service)

Where items are damaged and not usable and it would make financial sense to enable the storage supplier to dispose at source

Items that could be considered for resale will be transferred to our resale supplier

Further Optional Services

- Removal of packaging at Computacenter site to reduce waste on customer site
- Trolley Service
- Secure delivery to home with app-based control for users to schedule directly with couriers
- Build of devices using SCCM or Cloud First (Intune)
- Over-boxing of item bundles

Volumes

The provision of this service consists of:

- Two activities per calendar month (delivery or receipting from supplier premises).
- The volume of devices delivered and receipted in this period will not exceed 3000 devices every one (1) calendar month for January, February and March 2023 only.
- From April 2023 no further delivery or receipt of items will take place until agreement has been reached between both parties on an ongoing charging mechanism.
- The below table is maximum receipting throughput allowable for this contract:

	Max Number of Pallets Received per day	Max Vehicles Received Per Day
Hatfield	72	3
Braintree	48	2

An activity will be defined as a single request by the Buyer, this will be limited to the above volumes and will be completed on a single day. For outbound deliveries from the Supplier's site this will be to a single Buyer location.

Termination/Exit Obligations

In the event of early termination or upon the end of the Contract Period, the parties will agree a project to deliver to the Buyer or Buyer's supplier any remaining equipment at the Supplier's facilities that has not been allocated or in transit ("Remaining Equipment"). This project will include the required activities, delivery schedule, timelines, obligations of each party and costs. Any Remaining Equipment held by the Supplier under this Storage Contract not transferred to the Buyers nominated delivery location or disposed of at the Suppliers facilities shall attract Supplier standard warehousing charges.

Decommissioning of Buyer SCCM servers and Network link at Supplier Hatfield site

The parties may agree to extend the scope of services under this Order to include decommissioning of the Buyer's SCCM servers and Network link held at Hatfield. In such circumstances the parties will agree the terms and pricing relating to such decommissioning. The parties anticipate that a decision to include decommissioning will be made no later than March 2023.

Attachment 2 – Charges and Invoicing

As part of the onboarding process for this service the Buyer and Supplier will agree a rate card for all optional service, delivery, and collections. In addition, the Buyer and the Supplier will agree a rate card to manage up to 8 activities per month. Should the volumes of activities per month increase beyond 8, both parties will agree a different commercial model due to significant change in scope.

All Charges under this Contract are subject to Indexation which shall apply from the 1st April 2023 and every year thereafter.

REDACTED TABLE