



Crown
Commercial
Service

**Technology Products 2 Agreement RM3733
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733>



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details
Customer organisation name Royal Airforce Air Cadets (RAFAC)
Billing address REDACTED TEXT
Customer representative name REDACTED TEXT
Customer representative contact details Email: REDACTED TEXT Telephone: REDACTED TEXT
Supplier details
Supplier name Trustmarque Solutions Limited
Supplier address REDACTED TEXT
Supplier representative name REDACTED TEXT
Supplier representative contact details Email: REDACTED TEXT
Order reference number CCSO19A19



Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input checked="" type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |

Customer project reference

Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management

CCSO19A19

Call Off Commencement Date

26/06/2019

Call Off Contract Period (Term)

From 26th June 2019 until 31st March 2021

Call Off Initial Period

From 26th June 2019 until 31st March 2021

Call Off Extension Period (Optional)

From 01st April 2021 until 31st March 2022 if taken up by the Customer

Specific Standards or compliance requirements

The specification for this requirement is outlined within the Attachment 3 – Statement of Requirements. By signing this Contract the Supplier has accepted the Customer's completed Call Off Schedule 5 Schedule of Processing, Personal Data Subjects in line with GDPR, which can be found within Attachment 5b RM3733 Terms and Conditions.



Section C

Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

To include where relevant Packing/Packaging

1. SCOPE OF REQUIREMENT

- 1.1 The Contracting Authority requires the ability to assign cloud services, software licensing and assurance from Microsoft. Items below are mandatory requirements that after purchasing in CP&F can be assigned via the RAFAC tenant using the Business Centre. This is normally accomplished through a Microsoft Products and Services Agreement (MPSA).
- 1.2 The current licences which expired on 31st March 2019 have been extended on a grace period but will be disabled on 02nd July 2019. The Contracting Authority require the renewal of licences for a two (2) year term to commence upon 01st April 2019 and expire on 31st March 2021.
- 1.3 There will be an option to extend for up to one (1) further year from 01nd April 2021 and expire on 31st March 2022.
 - 1.3.1.1 It is the Authority's discretion if they wish to proceed with the Contract extension and will be decided upon throughout the initial Contract term.
- 1.4 The Contracting Authority requires indicative pricing for an optional twelve (12) month extension period following the initial Contract expiry.
- 1.5 The Contract Authority requires the renewal of the following licences;
 - 1.5.1 Twelve thousand (12,000) Microsoft Office 365 F1 Licenses;
 - 1.5.2 Fifty (50) Microsoft 365 E5 Licenses;
 - 1.5.2.1 All licensing capabilities from Office 365, Windows 10 and Enterprise Mobility and Security are to be included and able to be assigned to Active Directory accounts.
 - 1.5.3 Software Assurance
- 1.6 Please note, the Contracting Authority do not require support and maintenance as part of this procurement.



2. THE REQUIREMENT

- 2.1 The Contracting Authority requires pricing for the renewal of following Licences identified in table 1 below.
- 2.2 The Contracting Authority require pricing for the renewal of licences for a two (2) year term to commence upon 01st April 2019 and expire on 31st March 2021.
- 2.3 There will be an option to extend for up to one (1) further year from 01st April 2021 and expire on 31st March 2022.
- 2.3.1 Please note, the Contract term will be from Contract Award until 31st March 2021.

2.4 Table 1

Item	SKU Code/EA Numbers	Description	Quantity
1	AAA-30428	Microsoft 365 – E5 Licence	50
2	AAA-04147	Microsoft Office 365 – F1 Licence	12,000

- 2.5 As part of this licencing requirement, the Contracting Authority requires the ability to assign Microsoft licensing for their products to RAFAC accounts to ensure legal requirements for licensing capability are met.
- 2.6 Upon receipt of the licences, the Contracting Authority requires visibility within the Business centre and in order that they are able to be assigned to accounts in the RAFAC tenant.

3. KEY MILESTONES AND DELIVERABLES

- 3.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Contract Order Form signed by the successful Supplier	Within two (2) working days of Contract Award
2	Successful delivery of the Microsoft Office 365 Licence Renewals to be received by the Contracting Authority;	Within two (2) days of raising the Purchase Order 2019
3	Licence Certificate to be sent to the Authority;	Within two (2) working days of Milestone two (2)
4	Provision of the Licences as outlined in Section 6 – The requirement, for the full Contract term;	Between Contract Award and 31 st March 2021



5	Provision of the Licences as outlined in Section 6 – The requirement, for any extension options if taken up;	Between 01 st April 2021 and 31 st March 2022
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Warranty Period, if applicable
N/A

Location/Site(s) for Delivery

The location of the Services will be carried out at:

REDACTED TEXT

The tenant address for delivery of the licences is: REDACTED TEXT

Dates for Delivery of the Goods and/or the Services

26th June 2019

Software

Supplier Software
N/A

Third Party Software
Microsoft Office 365

Maintenance Agreement
N/A

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses

Scots Law Or ☐

Northern Ireland Law ☐

Non-Crown Bodies ☐

Non-FOIA Public Bodies ☐

Additional Clauses

Tick one box below as applicable

A: Termed Delivery – Goods ☐

B: Complex Delivery – Solutions (includes Termed Delivery – Goods) ☐

NB Both of the above options require an Implementation Plan which should be appended to this Order Form

Optional Clauses

Tick any applicable boxes below

C: Due Diligence ☐

D: Call Off Guarantee ☐

E: NHS Coding Requirements ☐

F: Continuous Improvement & Benchmarking ☐

G: Customer Premises ☐

H: Customer Property ☐

I: MOD Additional Clauses ☒



Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data)

Not Applicable

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

REDACTED TEXT

Please note that all prices given for Year 2 onwards are indicative as this MPSA agreement works on a rolling 1 year term from 01st April 2019 until 31st March 2020. This means that accurate pricing cannot be provided for Year 2 or for the option to extend

Is a Financed Purchase Agreement being used?

Tick as required

☐

If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£)

For Orders with a defined Call Off Contract Period

[Click here to enter text.](#)

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

REDACTED TEXT

Total contract value

REDACTED TEXT

Please note that all prices given for Year 2 onwards are indicative as this MPSA agreement works on a rolling 1 year term from 01st April 2019 until 31st March 2020. This means that accurate pricing cannot be provided for Year 2 or for the option to extend.

Based on firm pricing for year (1) and indicative pricing for years two (2) and the option to extend, the potential cost for the full three (3) years should the extension option be taken up is £1,191,900.00 (excluding VAT).



Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED TEXT
Job role/title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

For and on behalf of the Customer

Name	REDACTED TEXT
Job role/title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT