

Order Form

CALL-OFF REFERENCE:

Project_24964 Desktop Hardware Catalogue Services 2023

THE BUYER: REDACTED

THE SUPPLIER: REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th April 2023

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S)

Lot 2 Hardware & Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6068

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data) - N/A

Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules

4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

Not used

CALL-OFF START DATE: 27th April 2023

CALL-OFF EXPIRY DATE: 26th April 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL EXTENSION 1 x 12 months

CALL-OFF DELIVERABLES

Contract to delivery Accessibility and Standard Catalogue Peripherals – detailed within call-off schedule 5.

The below tables outlines the scope of services to be delivered and will be set out in the operational manual which will be agreed between the Supplier and the Buyer within ninety (90) days of contract signature in line with transition. The service will be delivered as per Appendix C the Supplier's response.

Scope of Services

Standard request	Upon request, the Supplier shall procure and deliver Goods to a UK location as specified by the Buyer within 5 working days. Goods shall be in working order with no cosmetic damage. The Supplier shall use the Buyer's ServiceNow tooling to fulfil these requests in-line with DWP Request Management processes.
	For the avoidance of doubt, Buyer Goods shall be managed using an agreed standard catalogue and where a standard catalogue item cannot be obtained by the Supplier, a substitute item shall be recommended to the Buyer and only provisioned once approved by the Buyer.
	The Supplier shall manage escalations and queries as part of the request process and adhere to the SLAs

	Standard requests for Standard Catalogue peripherals are any requests for up to and including 29 items.
	Standard requests for Accessibility Catalogue peripherals are any requests for a single item.
Non-Standard Orders	Non-Standard Orders can be a non-standard volume or an order of non-catalogue item(s).
	Non-standard bulk orders:
	Upon request from the Buyer, the Supplier shall provide a quote and lead times for bulk peripherals. Upon approval of the quote, the Supplier shall order, store and/or deliver the Goods to any UK location. For the avoidance of doubt, bulk is classed as any quantity of 30 or above.
	Non-catalogue orders:
	Upon request from the Buyer, the Supplier shall provide a quote and lead times for an item or items that are not included in the catalogue. Upon approval of the quote, the Supplier shall order, store and/or deliver the Goods to any UK location.
Assistive Tech requests – custom products	Where custom products including multiple items are required to meet the needs of a user, the Supplier shall pro-actively manage this in order to meet the user's need as one request and deliver the full bundle in one package. Items where this has historically applied are indicated in the pricing template. The items this shall apply to as part of this contract shall be agreed as part of on-boarding.
	Where applicable, the Supplier shall facilitate on-site set-up and training between vendor and user. Items where this has historically applied are indicated in the pricing template. The items this shall apply to as part of this contract shall be agreed as part of on-boarding.
	The Supplier shall manage escalations and queries as part of the request process and adhere to the SLAs
Catalogue	As part of on-boarding, the Supplier shall provide details of all catalogue items including but not limited to the following headings. The Supplier shall continually maintain this catalogue list throughout the life of the contract.

	Catalogue Reference
	Product Code
	Supplier Part Code
	Short Description
	Name
	Detailed Description
	Cost Price
	Additional Charges
	Catalogue Price
	Price Breakdown
	Lead Time
	Manufacturer

	Make
	Model
	Supplier
	Version
	Storage
	Capacity
Catalogue Management	The Supplier and Buyer shall agree a priced Standard Catalogue, to be updated with agreement by the Buyer from time to time. These changes shall be ratified as part of that month's Monthly Service Review.
	The Supplier and Buyer shall agree a priced Assistive Technology Catalogue, to be updated with agreement by the Buyer from time to time. These changes shall be ratified as part of that month's Monthly Service Review.
	The Buyer reserves the right to swap unsuitable items from the catalogue from time to time. It is anticipated that the Supplier shall have access to a broad range of hardware suppliers in order to facilitate this
	The Supplier shall pro-actively notify the Buyer when catalogue items are anticipated to or have become end of life. The Supplier shall recommend potential replacements for end-of-life items including specialist advice and support in relation to Accessibility hardware. The Supplier shall provide samples for the Buyer to test upon request from the Buyer.
	The Supplier shall provide recommendations for frequently ordered non-catalogue items to be added to the catalogue
	The Supplier shall provide recommendations of new items that could be adopted by the Buyer including new market alternatives to existing catalogue items
	Where a catalogue item is unavailable or has extensive lead-times, the Supplier shall notify the Buyer and recommend a suitable alternative
	The Supplier shall fix catalogue prices for 6 months at a time and conduct a twice-yearly review of the catalogue, with the Buyer, including pricing.
	Where products have passed testing during evaluation but on further usage by the Buyer's users prove to be of poor quality and lacking in robustness and comfort, the Buyer retains the right to request an
	alternative product that meets our specification and passes our testing criteria. The Supplier shall provide a test unit of this device at no additional cost to the Department.
	When notified of a DOA (Dead on Arrival) peripheral, the Supplier shall collect and replace the faulty unit within 3 working days of notification from the user. For the avoidance of doubt, the end user can raise a DOA ticket up to 5 working days after confirmation of delivery.

Bulk Delivery	The Supplier shall, where requested, provide management of bulk deliveries. For example, a bulk delivery may be required to be delivered to multiple locations across multiple dates. Bulk Delivery pricing to be discussed by Supplier and Buyer following contract finalisation
Bulk Delivery Management	Where the Buyer requests delivery to another supplier, the Supplier shall ensure that the goods are securely delivered and work with the Buyer's third-party supplier to ensure effective delivery: this includes any booking-in activity.
	Where a bulk request has been made, the Supplier shall store items until the Buyer requires them to be called off in batches, whilst maintaining accurate stock records. the Buyer will receive 3 months free of charge storage and after this pint a storage will be incurred by the Buyer.
Bulk storage	Where a bulk request has been made, the Supplier shall store items until the Buyer requires them to be called off in batches, whilst maintaining accurate stock records the Buyer will receive 3 months free of charge storage and after this pint a storage will be incurred by the Buyer. Stock shall be called off on a first-in-first-out (FIFO) basis.
Stock Management	The Buyer is responsible for authorising the purchase of the physical stock, utilising Buyer supply contracts, to meet the ongoing peripheral demand on a just-in-time basis or through bulk stock holding. The Buyer shall provide a forward view of anticipated demand to the Supplier in a format and frequency to be agreed as part of onboarding.
	The Supplier shall not charge the Buyer for holding any stock that facilitates the contract's fulfilment needs. Where stock is held on behalf of the Buyer but does not act to facilitate the contract's fulfilment needs, the Supplier shall store this free of charge for a minimum of three months.
	Where storage charges are applicable, the Supplier shall obtain prior agreement from the Buyer.
	Upon written agreement where the Buyer requires, the Supplier shall take into stock Buyer Goods purchased through a third party for use in fulfilling this contract. The Supplier will levy additional charges as set out in Appendix C.
	The Supplier shall provide timely stock and supply information on all Buyer Goods held at the Supplier's site to ensure that the Buyer can meet their responsibility where applicable, and this shall include the
	Supplier's demand and fulfilment requirements. This shall be provided at the following frequency:
	Weekly view to include the total volume of stock held at the Supplier site and status, e.g., in Gold Stock ready for call off

	<p>3-month forecasting based on historical and volume analysis</p> <p>As part of the contract's governance, the Supplier shall attend a Monthly meeting with internal and, where applicable, external Suppliers to assist the Buyer in managing Demand.</p> <p>The supplier is required to provide a dedicated Account Manager for the provision of this contract. The Account Manager shall be responsible for:</p>
Account and Service Management	<p>1. Contract Management</p> <p>2. Catalogue Management</p> <p>3. Order queries and resolution within agreed timescales</p> <p>4. Complaints resolution within agreed timescales</p> <p>5. Management Information (MI) reporting to support stock management, fulfilment lead times and the Buyer's demand management forecasting</p> <p>6. Contract performance data reflecting performance against SLAs and KPIs. For the avoidance of doubt, all timings for SLAs will be measured from DWP ITSM tooling. Mitigations will only be considered if presented in full before closure of the reporting period which is the last working day of the month.</p> <p>7. Monthly report of total contract spend to date, broken down by PO number and month</p> <p>8. Attendance at Monthly Service Review which shall cover, at a minimum, any catalogue changes and performance data including SLAs.</p> <p>The Account Manager will be responsible for conducting monthly reviews, as agreed with the Buyer</p> <p>The Supplier must provide details of persons responsible for the management of the Contract. Key Supplier team members and team structure shall be confirmed as part of on-boarding.</p> <p>Changes of persons responsible for the management of the Contract during its lifetime must be communicated 10 Working Days in advance of the change taking effect</p> <p>Key Supplier team members cannot be moved to other Supplier accounts without agreement from the Buyer.</p> <p>Where there are significant issues with key Supplier team members the Buyer reserves the right to ask for these to be replaced</p> <p>In delivery of services to DWP, comply with DWP Security Policies and Standards</p>
Security	<p>https://www.gov.uk/government/publications/dwp-procurementsecurity-policies-and-standards</p>
	<p>Suppliers must have the appropriate support infrastructure, processes, and policies in place to ensure continuity of delivery of contracted services and solutions to the Buyer.</p>
Business Continuity	<p>The Supplier agrees to the following policies regarding invoicing:</p>

Invoicing Policy	The Supplier must provide accurate invoices and supporting Management Information (MI) monthly.
	The Supplier shall present a monthly single-line, single-value invoice for standard catalogue services and a monthly single-line, single-value invoice for Accessibility catalogue services. This shall consolidate all catalogue orders fulfilled in that calendar month.
	The Buyer shall create a Purchase Order (PO) per service line which the Supplier must invoice accurately against. In the case of the Supplier invoicing against the incorrect Purchase Order, the Buyer will reject the invoice.
	The Supplier shall ensure that any invoice or credit note includes, without limitation, the following information:
	The Purchase Order reference
	The date of the invoice
	A unique, numerical invoice number
	The period to which the charges relate
	Details of the correct contract reference
	A contact name and telephone number of a responsible person in the Supplier's Finance department in the event of any administrative queries
	The banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number)
	Clear indication of whether it is a credit note or invoice
	In the case of a credit note, detail of the invoice number the credit note is being raised against
	The amounts charged, broken down at a summary level and matching the amounts detailed in the Management Information
	Where any invoice or credit note does not conform to these requirements and therefore does not constitute a valid invoice or credit note, the Buyer will reject this invoice or credit note.
	Any invoice or credit note shall be accompanied with Management Information (MI), the format and content of which shall be agreed during the on-boarding process. This MI shall include, without limitation, the following information:
	The dates upon which the services being charged were performed
	Detail of the services being charged including volumes and unit costs
	The methodology applied to calculate the charges
	The invoice and Purchase Order reference that the MI corresponds to
	The Supplier shall submit, as soon as possible and in any case within ten (10) Working Days after the end of each calendar month, all invoices and accompanying Management Information in such format as the Buyer may specify from time to time, for the Charges incurred during that calendar month.

	Invoices and credit notes shall be submitted to:
	REDACTED
	All supporting documentation and management information shall be submitted to: workplace.computing@invoices.dwp.gov.uk
	At the point that the Buyer notes a discrepancy in the billing, the Supplier shall respond within 3 working days with agreement or with further clarification. Discrepancies must be settled by the Supplier in the form of a credit note within 3 working days of such agreement. If this credit note is not raised within 10 working days of such agreement, the Buyer may reject the invoice and ask the Supplier to re-invoice for the correct amount.
	The Buyer shall have 6 months in which to raise any billing discrepancies. Any discrepancies raised after this point shall not be liable for remedy by the Supplier. For the avoidance of doubt, this 36month deadline shall only apply where the Supplier has responded to invoicing queries within the agreed timescales.
Consolidated Invoicing Policy	The Supplier must provide any invoices to the Buyer within 6 months of the completion of delivery of the relevant Services to which the invoice relates. Invoices delivered after expiry of this period shall be invalid and the Buyer shall have no liability in respect of such invoices.
	For the catalogue service, a Consolidated Invoice shall be presented at the start of each Calendar Month, covering requests fulfilled between the first and last day of the previous Calendar Month. This will be a single-line, single-value invoice.
	Prior to the submission of the consolidated invoice, the Supplier shall produce Consolidated Invoice Management Information detailing the goods being billed in the consolidated invoice.
	In the event that Goods have been dispatched, but not yet delivered, within the Calendar Month's consolidation period, upon the Supplier's confirmation that those Goods shall be delivered within 30 days from the date of receipt of the Valid Invoice, those Goods shall be included on that Calendar Month's Consolidated Invoice.
	Any Goods not dispatched within a Calendar Month shall not be included in that Calendar Month's Consolidated Invoice.
	The Customer shall receipt the Consolidated Invoice on the Customer system to release payment to the Supplier, subject to the terms detailed below.
	Where the value of a Consolidated Invoice differs from the 'Consolidated Invoice Management Information', or where the Customer believes there is a discrepancy in the total value of the Consolidated Invoice, where the discrepancy constitutes greater than 10% of the Consolidated Invoice value, the Customer may, at its discretion, reject the Consolidated Invoice. The Supplier shall remedy the discrepancy and submit a new Valid Invoice. For the avoidance of

	doubt, the date on which the new Valid Invoice is submitted to the Customer system shall define the start of the 30-day payment term.
	Where the discrepancies are within a 10% tolerance, the parties shall agree the value of the discrepancy and process credit notes. In the event that credit notes are processed (e.g. for goods returned or sundry credits), such credits shall be credited separately.
	The Supplier shall resolve any discrepancy to a Consolidated Invoice before the end of the following Calendar Month. Where discrepancies have not been resolved, the Supplier shall produce a credit note for the value of the unresolved discrepancy.
DWP Place Utilisation	In relation to Request Management:
	access request details from DWP Place following business approvals
	update DWP Place with the status of tasks for delivery and completion
	Upon request by the Buyer update DWP Place to inform requestor of any delay
	Upon request by the Buyer manage escalations and cancellations via DWP Place
	Supplier Access will be via Web access or by use of a DWP device. The Supplier shall comply with the DWP Place Code of Connectivity as detailed below.
	DWP Place Code of Connectivity for 3rd Party Direct Access
	Purpose
	This Code of Connectivity (CoCo) summarises the requirements for a 3rd party supplier to connect from their corporate infrastructure directly to the DWP Place Service Management tooling. Provision of this type of connectivity is at the sole discretion of the Department for Work and Pensions (herein after referred to as 'DWP' or 'The Department').
	Applicability
	The scope of this CoCo is that of 3rd Party Suppliers with UK based resources accessing the DWP Place system from UK locations. Where Pathway 1 or Pathway 2 approval has been received for access to DWP Place then this CoCo also applies to suppliers or supplier resources accessing DWP Place from locations as approved within their respective Pathway 1 or Pathway 2 offshore approval.
	Assurance of the Supplier Corporate end-point devices.
	<ul style="list-style-type: none"> • The Supplier will agree to their corporate build device being assured for connectivity to the Department's tooling including a penetration test to be performed by an approved Security Tester under an agreed testing standard as agreed by the ESRM Security Risk Lead against their corporate device build.

o the device should be configured in a secure manner using the CESG End User Devices Security Guidance located at the following URL. Versions are also available for other operating systems from the same website.

§ https://www.ncsc.gov.uk/guidance/end-user-device-security
§ The browser on the device which is used to access the Department's tooling must be configured to use TLS 1.2 as a minimum.
§ USB storage device access should be appropriately managed. Where possible this should be locked down to become unusable but, where this is not feasible, the Supplier will confirm to the Department that all users of the Department's services have agreed to procedures acknowledging the prohibition of using USB storage devices to transfer data to or from these services. If local working practices specifically require this type of working, then the Supplier will demonstrate to the process being used to the Department and seek a waiver which may be approved on a case-by-case basis.
o The Supplier will be responsible for arranging the penetration testing prior to the Department allowing connectivity. Once this has been done the Department will need to see the output and sign off the connectivity.
o The Supplier will be responsible for the cost of this assurance exercise and for carrying out any remedial activities as identified by the ESRM Security Risk Lead.
o the scope of the test will be against the CESG End User Devices Security Guidance for the Suppliers corporate build(s)
o the purpose of the audit will be to ensure that the device is secured correctly (regularly patching, has no known vulnerabilities, has up to date anti-virus, malware etc.).
• The Department reserves the right to carry out future checks for compliance. Typically, the penetration test will need to be carried out on an annual basis or if there any major build change to the end device. It is the Suppliers' responsibility to inform the Department if there are any major changes to their corporate build e.g., new OS or security component and for arranging the required penetration test.
• Suppliers' staff are not allowed to use a personal device at any time to access DWP ServiceNow.
Acceptable Usage Policy
The Supplier will be responsible for ensuring the following obligations are adhered to for users of The Department's DWP ServiceNow:
• The Supplier's staff will need to read and agree to an acceptable usage policy.
• The Supplier's staff must be BPSS approved as a minimum or, if working under Pathway 1 or Pathway 2 offshore approval, an agreed alternative.

	<ul style="list-style-type: none"> • Connectivity directly from a home broadband connection is not supported by this solution. All access is via the Supplier's corporate network and approved IP address(es).
	<ul style="list-style-type: none"> • DWP ServiceNow will be accessed only from approved locations or as defined within the Pathway 1 or Pathway 2 offshore approval.
	On-boarding and User administration
	The Supplier will be responsible for providing:
	<ul style="list-style-type: none"> • A list of external facing IP addresses on their corporate network from which users will access the DWP ServiceNow service. Access will only be allowed from approved location(s) and when presenting the IP address, as identified by the Supplier, to DWP ServiceNow. The supplier shall be responsible for providing the Department's ServiceNow team with a list of all IP addresses or subnets used at all locations from where ServiceNow will be accessed. The range of IPs should be limited to those required for access to the service or, ideally, to the corporate proxy server addresses which the end points will use to access the ServiceNow service.
	<ul style="list-style-type: none"> • Details of users and email addresses and all other user details as requested by the on boarding team.
	<ul style="list-style-type: none"> • Any new groups for each ITIL processes that the supplier will participate in.
	<ul style="list-style-type: none"> • User to group mapping.
	<ul style="list-style-type: none"> • SLA Information (Generic Service Obligations).
	<ul style="list-style-type: none"> • Any specific closure codes/analysis codes that may assist in trending.
	<ul style="list-style-type: none"> • Call routing information.
	The Supplier is responsible for informing the Department's DWP Place administration team of any leavers and joiners using the template provided.
	Non-compliance
	<ul style="list-style-type: none"> • Failure to comply with the above terms and conditions will result in access to the tooling being rejected, suspended, or withdrawn.
	<ul style="list-style-type: none"> • Use of the service may be withdrawn for individual users or for the Supplier as a whole depending on the nature of the breach
	<ul style="list-style-type: none"> • Any breach of the above terms and conditions will be treated by The Department as a security incident.
	Useful links
	The following two links contain further information regarding ITHC providers for the UK:
	<ul style="list-style-type: none"> • https://www.ncsc.gov.uk/articles/using-check-provider
	<ul style="list-style-type: none"> • https://www.digitalmarketplace.service.gov.uk/gcloud/search?q=check+it+hc
	Version 1.0 (Final Baseline)

LOCATION FOR DELIVERY

Delivery will be to UK address specified by the Buyer at point of order.

For the avoidance of doubt, the Buyer may request delivery of the devices in multiple batches.

Title to Goods is transferred to the Buyer on payment to the Supplier in full.

DATES FOR DELIVERY OF THE DELIVERABLES

Not Applicable

TESTING OF DELIVERABLES

Not used

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 (twelve) months manufacturer warranty as standard

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 2 Charges used to calculate liability in the Contract is equivalent to the total bid cost estimated at REDACTED. The total contract value for this agreement inc optional 1 year extension is REDACTED subject to further governance.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) and Catalogue Management Section of the Scope of Services above.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

DWP Information Security Policy version 1

DWP Acceptable Use Policy version 2.5

DWP Physical Security Policy version 2.0 DWP

Information Management Policy version 4.1

Available at:

<https://www.gov.uk/government/publications/dwpprocurementsecurity><https://www.gov.uk/government/publications/dwp-procurementsecuritypolicies-andstandardspolicies-and-standards>

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the tenth Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly on the fifteenth Working Day of each month

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Product unit pricing

SERVICE CREDITS

Not used

ADDITIONAL INSURANCES

Not required

GUARANTEE

Not required

SOCIAL VALUE COMMITMENT – N/A

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:

For and on behalf of the Buyer:

REDACTED TABLE

Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

(<https://www.gov.uk/government/publications/procurement-policy-note0117>[https://www.gov.uk/government/publications/procurement-policy-note0117update-to-transparency-principles](https://www.gov.uk/government/publications/procurement-policy-note0117/update-to-transparency-principles)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking

account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Please see embedded table:

Transparency Reports			
Title	Content	Format	Frequency
Performance	- inventory in stock - orders received - orders delivered	To be agreed	10 th Working Day of the Month
Call off contract Charges	- Monthly charge - Charges to date	To be agreed	1st Day of the Month

Appendix C: Scope of Services

REDACTED

Appendix D: SLAs and KPIs

Ref	Service Level	Description	Target	Measurement	Event Grading	Credits Applied
1	Standard Catalogue Requests	Delivery of requested standard peripherals (up to 29) or Accessibility peripherals (one) to any UK location	Delivered within 5 Business Days of Supplier Receiving Request Task	SLA	Green > 98%	No Action
					Amber < 98%	Remediation Plan to return service to Green
					Red < 97%	Remediation Plan to return service to Green 1% charge of the total monthly invoice for that service line and that service period
2	Accessibility Tech Requests – Custom Products	Delivery of requested items to any UK location	Delivered within 20 Business Days	SLA	Green > 98%	No Action
					Amber < 98%	Remediation Plan to return service to Green

					Red < 97%	Remediation Plan to return service to Green 1% charge of the total monthly invoice for that service line and that service period
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Remediation Plan

For the avoidance of doubt, the development and implementation of any remediation plan required as part of the SLAs outlined above shall be at the Supplier's cost.

Service Level Multiple Failure Event

A Service Level Multiple Failure Event shall occur where a Red Event is measured in 2 consecutive months. This may result in a Commercial discussion about the future of the service and the remedies available within the Call-Off terms.

Mitigation

The Supplier may claim mitigation for SLA failure in the following circumstances:

- Any negligent act or omission by the Authority
- Any breach of an express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations which is a direct cause of the SLA failure
- Any Force Majeure event

Ref	Service Line	Description	Target
1	Non-Standard Requests	Delivery of requested items to any UK location	To agreed timescales
2	Bulk Delivery Management	Delivery of requested items to multiple UK locations	To agreed timescales
3	DOA Management	Replacement of item	Within 3 days of notification by user
4	Invoicing Accuracy	Provision of accurate invoices Accuracy is measured by: □ Invoices raised against correct purchase order Percentage change between original invoice MI and final agreed invoice + credit note value following queries from Customer.	At least 98% accurate
5	Invoice Queries	Respond to Customer invoice queries	Within 3 Business Days

SLAs and service credits will apply at the later of 90 days from contract signature or written agreement of the parties of the operations manual, the Supplier will report on SLAs in this period.

Call-Off Schedule 5 (Pricing Details)

Pricing for Hardware and Service

REDACTED TABLES

Appendix 1 Buy and Store Agreement

“Buyer Nominated Site” means a Site nominated by the Buyer for Delivery of the Goods.

“Inventory” means an inventory of Goods provided by the Supplier to the Buyer containing the information set out in clause 6 (Inventory).

1. Receipt of Goods by Supplier and invoicing

- 1.1. The Supplier shall buy and take receipt of the Goods upon receipt of acceptance of or on request by the Buyer in relation to Buyer’s purchase order (“PO”). The Buyer shall ensure that the PO contains a request for the Goods detailed therein to receive and hold the same on behalf of the Buyer for a period which shall not exceed three months.
- 1.2. Once accepted by Supplier, the PO may not be cancelled without cause and the Price agreed shall not be subject to change.
- 1.3. Subject to the prior written consent of the Buyer, the Supplier may invoice the Buyer for the Call Off Contract Charges in respect of Goods that have been bought and received by the Supplier on or at any time after receipt by the Supplier of those Goods. Payment of invoices will against standard payment terms whether goods are stored at Supplier site or delivered to Buyer site.

2. Supplier’s obligations 2.1. The Supplier shall:

- 2.1.1. securely store and correctly handle the Goods in compliance with all relevant statutory and regulatory requirements;
- 2.1.2. (irrespective of ownership) insure all Goods to the lesser of the cost of repair or replacement of the Goods at current market value for a maximum period of three (3) months from receipt of Goods;
- 2.1.3. Make good any loss to, damage to or other failure of the Goods occurring prior to delivery to an Buyer site (including while stored at the Supplier’s warehouse in Hatfield UK) such that the Buyer receives the total value of Goods procured through this Contract;
- 2.1.4. provide the Buyer with Inventories in accordance with clause 5 below (Inventory);
- 2.1.5. clearly identify and mark all Goods owned by the Buyer as being Goods owned by the Buyer; and
- 2.1.6. procure that all manufacturer’s warranties in respect of the Goods take effect from the date the Goods are Delivered to the Buyer Nominated Site.

3. Buyer’s right of inspection

- 3.1. The Buyer may inspect the Goods at the Supplier Sites, and may carry out the inspection during normal business hours and on reasonable notice.

4. Risk and title to Goods

- 4.1. In accordance with clause 2.7 of the Call Off Contract General Terms and Conditions, and without prejudice to paragraph 2.1.2 and 2.1.3, risk in the Goods

shall pass to the Buyer on Delivery to the Buyer Nominated Site which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK.

4.2. In accordance with clause 2.8 of the Call Off Contract General Terms and Conditions of the Call Off Contract, ownership to the Goods shall pass to the Buyer on the earlier of full payment for the Goods or Delivery of the Goods to an Buyer Nominated Site (which in the case of Buy & Store shall be the Supplier's warehouse in Hatfield UK).

5. Inventory

5.1. The Supplier shall provide the Buyer with:

5.1.1. an Inventory of all Goods that it receives at a site within twenty-four (24) hours of such receipt;

5.1.2. an Inventory of all Goods that it delivers to an Buyer Nominated Site at the time of such Delivery; and

5.1.3. an Inventory of all Goods that it holds at a site on the first (1st) day of each calendar month.

5.2. Each Inventory shall contain any pre-agreed information in relation to the Goods but in any event as a minimum will include without limitation the following:

5.2.1. asset categorisation;

5.2.2. manufacturer;

5.2.3. model number; 5.2.4. serial number; and

5.2.5. asset cost.