



Crown
Commercial
Service

701551786 (DinfoCom/0186)

TECHNOLOGY SERVICES 2 AGREEMENT RM3804

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 provide the 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 ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

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Section A: General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer Details

Customer organisation name

Army D Info Commercial

Billing address

Blenheim Bldg, Army HQ, Monxton Road, Andover SP11 8HJ

Customer representative name

Rachel Wilson

Customer representative contact details

Email and telephone contact details for the Customer's representative
Rachel.Wilson141@mod.gov.uk

Supplier Details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Little Fish (UK) Ltd

Supplier address

Supplier's registered address
Price House, 37 Stoney Street, Nottingham, NG1 1LS

Supplier representative name

The name of the Supplier point of contact for this Order
Dave Aspindle

Supplier representative contact details

Email and telephone contact details of the supplier's representative
dave.aspindle@littlefish.co.uk

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

LF-MOD-001

Section B: Overview of the Requirement

Framework Lot under which this Order is being placed

Customer Project Reference

701551786

Tick one box below as applicable (unless a cross-Lot Further Competition)

1. TECHNOLOGY STRATEGY & SERVICES DESIGN ☐2. TRANSITION & TRANSFORMATION ☐

3. OPERATIONAL SERVICES

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

a: End User Services ☐b: Operational Management ☒c: Technical Management ☐d: Application and Data Management ☐

01/08/2021

Transition period to commence from 01 July until 31 July 2021

4. PROGRAMMES & LARGE PROJECTS

a. OFFICIAL ☐a. SECRET (& above) ☐

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
3	60 (5Y)	-	60 (5Y)

Call Off Initial Period

24 Months (plus 1 month Transition)

Call Off Extension Period (Optional)

12 Months

Minimum Notice Period for exercise of Termination Without Cause 30 Calendar Days
(see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

Please refer to Annex A: Statement of Requirement

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

JSP 440, The Defence Manual of Security, Resilience and Business Continuity.
JSP 604, Defence Manual for Information and Communications Technology (ICT).

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Not Applicable.

Section C: Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

Please see Annex A: Statement of Requirement (Customer Requirement), and Annex C - Further Competition Questionnaire (Supplier's Response)

Location/Site(s) for provision of the Services

Please see Annex A to 701551786

Additional Clauses

(see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms**Optional Clauses**

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).



A3: Staff Transfer

C: Call Off Guarantee



D: Relevant Convictions



E: Security Requirements



A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

☐

A1: Testing

☐

A2: Key Personnel

☐

G: Security Measures

☒**B: SERVICES - Optional***Only applies to Lots 3 and 4a and 4b*

B1: Business Continuity and Disaster Recovery

☐

H: MOD Additional Clauses

☒

B2: Continuous Improvement & Benchmarking

☐**Alternative Clauses**

B3: Supplier Equipment

☐*To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses*

B4: Maintenance of the ICT Environment

☐*Tick any applicable boxes below*

B5: Supplier Request for Increase of the Call Off Contract Charges

☐Scots Law
Or☐

B6: Indexation

☐

Northern Ireland Law

☐

B7: Additional Performance Monitoring Requirements

☒

Non-Crown Bodies

☐

Non-FOIA Public Bodies

☐**Collaboration Agreement (see Call Off Schedule F)***This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.*

Not applicable.

Licensed Software*Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below.*

Not applicable.

Supplier Software - Not applicable.**Third Party Software** - Not applicable.**Customer Property***(see Call Off Clause 21)*

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

Corporate laptop and email system (MODNET), network connectivity, access to relevant IT systems within Army HQ

Call Off Contract Charges and Payment Profile*(see Call Off Schedule 2)*

Monthly in arrears in accordance with Monthly Statement of Work. (Annex F).

Charging Method: Capped time and materials (CTM), in accordance with the Resources and Rates detailed in Annex B (Pricing Proposal).**PAYMENT METHOD**

CP&F.

Invoice frequency:	Monthly in arrears in accordance with Monthly Statement of Work. (Annex F).
Invoice information required:	To be submitted through Exostar: <ul style="list-style-type: none"> • Contract reference, • PO reference, • Work undertaken • Number of resources, • Number of days, • Day rate • UIN against associated requirement

Undisputed Sums Limit (£)*(see Call Off Clause 31.1.1)*

Not applicable.

Delay Period Limit (calendar days)*(see Call Off Clause 5.4.1(b)(ii))*

Not applicable.

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

REDACTED ex VAT**Enhanced Insurance Cover**

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

Not Applicable.

Professional Indemnity Insurance (£)

Not Applicable.

Transparency Reports*(see Call Off Schedule 6)*

Title	Content	Format	Frequency
Performance	Service Levels and Balance Scorecard in accordance with Call Off Schedule 3.	Presentation – Performance review	Quarterly
Order Contract Charges	Contract Prices and any incentivisation mechanisms in the Contract	Invoice	Monthly
Key Subcontractors	List of Key-Subcontractors Supply chain governance	Stand-ups & Presentation	Monthly & Quarterly
Technical	As detailed within the monthly Statement of Work	Stand-up	Weekly, and provide information within Quarterly Performance Review Meetings
Performance and underperformance management	In accordance with Call Off Schedule 3.	Stand-up, email, Face to Face	Weekly, and provide information within Quarterly Performance Review Meetings
Resource plans	Supplier is to provide suitably qualified experienced resource to deliver the outputs, if resource becomes unavailable, the supplier must provide replacement SQEP resource within 48 hours (to be further agreed with contract manager) using reasonable endeavours with due consideration to external factors beyond the Supplier's control such as Security Clearance and MOD Site Security paperwork.	Email notification to Authority of any unavailability to be further discussed and agreed with contract manager	As & When required

Quality Plans*(see Call Off Clause 7.2)*

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days).

Not Applicable.

Implementation Plan*(see Call Off Clause 5.1.1)*

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.

BCDR*(see Call Off Schedule B1)**This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.*

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract. ☐

Not Applicable.

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.

Disaster Period (calendar days) Not Applicable.

GDPR*(see Call Off Clause 23.6)*

See Appendix 1: Call Off Schedule 7

Supplier Equipment*(see Call Off Clause B3)**This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.*

X - Service Failures (number)	Y – Period (Months)
<i>Where applicable insert right</i>	<i>Where applicable insert right</i>
Not Applicable.	Not Applicable.

Key Personnel & Customer Responsibilities*(see Call Off Clause A2)***Key Personnel**

Not Applicable

Customer Responsibilities

Not Applicable.

Relevant Conviction(s)*Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.*

Not Applicable.

Appointment as Agent*(see Call Off Clause 19.5.4)*

Specific requirement and its relation to the Services

Not Applicable.

Other CCS framework agreement(s) to be used

Not Applicable.

Service Levels and Service Credits

(see Part A of Call Off Schedule 3)

Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).

If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

Service Levels				
Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Provision of two SOC resources to augment AHE SOC team. This measures the availability of the contracted resource as per section 15.2 of Annex A SoR	Availability of resource to supply service	99% of contracted days (where contracted SOC resources are agreed to be working for AHE SOC) are fulfilled as per SoW. <i>(Supplier is to provide suitably qualified experienced resource to deliver the outputs, if resource becomes unavailable, the supplier must provide replacement SQEP resource within 48 hours (to be further agreed with contract manager) using reasonable endeavours with due consideration to external factors beyond the Supplier's control such as Security Clearance and MOD Site Security paperwork).</i>	95%	1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure
The delivery of training activities by SOC resources to the inhouse team (inc mentoring of junior members)	Service	In addition to any adhoc training delivered, monthly training exercises are to be scheduled and delivered covering a mutually agreed topic. 12 training exercises in each year period (unless priorities have been changed in agreement with the Authority).	95%	1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure
Provided SOC resources conduct monthly Use Case (SIEM) workshops with inhouse team	Service	12 workshops are conducted during each year period (unless priorities have been changed in agreement with the Authority)	95%	1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure

Critical Service Level Failure (see Call Off Clause 9)

In relation to **Delivery of Monthly outputs against Statement of Work** a Critical Service Level Failure shall include a delay in producing **the required monthly tasks** ordered by the Customer in excess of **that month** more than once in any **three (3) month** period.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **two (2)**.

Service Credits

Formula for calculation

System / Network Availability

$v\%$ (Service Level Performance Measure) - $w\%$ (actual Service Level performance) = $y\% / 0.5 = z$ (rounded down) x service credit assigned = % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example:

99.99% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Network Availability) - 97.2% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = $2.79\% / 0.5 = 5$ (rounded down from 5.58) x 0.5 = 2.5 % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Speed of Answering Calls

$x\%$ (Service Level Performance Measure) - $y\%$ (actual Service Level performance) = $z\% \times$ service credit assigned = % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example:

98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of First Time Response) - 94% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = $4\% \times 0.5 = 2\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Time To Fix

If $x\%$ (Service Level Performance Measure) - $y\%$ (actual Service Level performance) = Each incident breaching the SLA hours then $z\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer **plus** for Severity 1 and 2 incidents a further $v\%$ charge is payable for each and every whole hour beyond the SLA hours for that incident type

Worked example:

100% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Time to Fix for Severity 1 incidents) - 96% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period). The incident took 5.5 hours to fix. = Failed the 100% so The incident took 1.5 hours (5.5 - 4) longer than the 4 hour SLA resulting in 2% +0.5% (1 whole hour over SLA) = 2.5% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In accordance with the Service Levels Table.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail.

Weekly stand-ups, Monthly progress, quarterly performance review

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>	Within 10 working days
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Section D: Supplier Response

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

Commercially Sensitive Information

SFIA Rates

Total Contract Value

CORE: Call off charges for the One (1) month Transition Period plus twenty-four (24) month Core will be in accordance with the agreed Monthly Statement of Work (Annex F) and the Firm Price Man Days Rates (Annex B) to a maximum of [REDACTED] ex VAT. (T&S not applicable to Core and Transition).

OPTION: Call off charges for the Option Period will be in accordance with the agreed Monthly Statement of Work (Annex F) and the Firm Price Man Days Rates (Annex B) to a maximum of [REDACTED] ex VAT (AUTHORITY TO EXERCISE OPTION IF REQUIRED 3 MONTHS PRIOR TO EXPIRY OF CONTRACT)

LIMIT OF LIABILITY: Ad-Hoc Tasking Order Form at Annex E will be agreed between the Supplier and the Authority, for additional outcomes as and when required, as a maximum cost utilising the Firm Priced Man Day Rates (Annex B). Ad-Hoc Task costs will fall out of the Non-Guaranteed Limit of Liability of [REDACTED] ex VAT. (T&S will be in accordance with Appendix 2: Expenses Policy).

Section E: Call Off Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the 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	Richard Roome
Job role/title	Chief Operating Officer
Signature	Signature Redacted due to Data Sensitivity
Date	22/06/2021

For and on behalf of the Customer

Name	Toni Prince
Job role/title	D Info Comrcl SCO
Signature	Signature Redacted due to Data Sensitivity
Date	22/06/2021

Appendix 1: Call Off Schedule 7 (Schedule of Processing, Personal Data and Data Subjects)

Description	Details
Subject matter of the processing	Contact Details of the Customer.
Duration of the Processing	For the duration of the Contract.
Nature and purposes of the Processing	Personal Contact details to allow administration of contract.
Type of Personal Data	Name, address, email address and telephone numbers
Categories of Data Subject	Customer's and Supplier's Personnel.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Data retained for the duration of the contract and destroyed on Contract expiry.

Appendix 2: Expenses Policy

UK Rail Travel

Standard Class must be selected

Accommodation

Service Mess

If your business travel has taken you onto a base and you need overnight accommodation, it may be that staying in the Service Mess is more cost efficient than a hotel; and should be considered. All military personnel should refer to **JSP 752** Pt 2 Chapter 3 for occasions in which any other form of accommodation may be considered. For civilian staff, the availability and suitability criteria for Mess accommodation is being further developed and will be included in policy guidance shortly.

Hotel

All hotel bookings must be made using the **GBT Online Portal**.

Civilian staff must comply with the approvals processes (Chapter 2). Service Personnel must have both line management and budgetary written or verbal authority before making subsistence arrangements and should note that Night Subsistence (NS) is paid for an overnight absence where there is no suitable Service accommodation provision.

All staff must consult the MOD **capped hotel rates** for spend limits in each location. The Booking Service website will raise a warning if you select a hotel exceeding the capped rate. To proceed with such a booking, you must have line manager written approval of Band D/ OF2/OR7 or above (or locally delegated budget management staff).

Exceptional circumstances where you might exceed a cap rate include: the only hotel available; an overall saving; concern as a 'lone traveller'.

Travel & Subsistence

Spend taxpayers' money responsibly.

If in doubt about what to claim, seek advice from your line manager, budget manager, or from Unit HR/Admin Staff and/ or DBS – it is best to check before you commit to expenditure. Details for military personnel is in **JSP 752**, and for civilian staff in the **Policy Rules and Guidance**.

You cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

Subsistence cost limits: You can claim for actual receipted expenditure, within the subsistence limits detailed below, (**not** at a flat rate). You must obtain and retain itemised receipts for all claims. If you do not have a receipt you will need auditable line manager approval, e.g. by email, before you claim, and you must keep the approval.

Over 5 hours **£5.00**

Over 10 hours **£10.00**

Over 12 hours **£15.00**

Evening Meal **£22.50** (overnight stay)

Breakfast* £10.00

* when not included in the hotel/B&B rate

Motor Mileage Allowance (MMA) – UK

There are a number of different rates which are related to UK vehicle travel:

- | | | |
|---|--|--|
| • | Motor Mileage Allowance (up to 10,000 miles) | 30p per mile |
| • | Motor Mileage Allowance (over 10,000 miles) | 25p per mile |
| • | Motorcycle | 24p per mile |
| • | Pedal cycle | 15p per mile |
| • | Passenger Supplement | 3p per mile for first
passenger; 2p per mile for
second and additional
passengers |
| • | Equipment Supplement | 2p per mile (taxable) |
| • | Excess Fares Allowance | 30p per mile |

Home to Duty Liability

The Home To Duty Liability (HTDL) is the travel cost incurred getting to/from your normal place of work. This should be deducted from expenses incurred when undertaking business travel to/from the home and a business location. This deduction does not apply to travel between business locations.

Using a Private Vehicle is probably the easiest application. If you normally drive to work and use your vehicle for business travel, then your Motor Mileage Allowance claim should have a deduction commensurate with the normal mileage to work. So, if you normally travel 10 miles to/from your normal place of work (total 20 miles) and drive 30 miles to/from a business location (total 60 miles), the claim should be reduced by 20 miles. This results in a net MMA claim of 40 miles. The deduction only applies to travel to/from the home and business location; not between your normal work place and business location(s).