



DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: **DMO362**

THE BUYER: **The United Kingdom Debt Management Office**

BUYER ADDRESS Eastcheap Court - 11 Philpot Lane –
London, EC3M 8UD

THE SUPPLIER: Pinacl Solutions UK Ltd

SUPPLIER ADDRESS: Pinacl House, Carlton Court, St Asaph Business
Park, St Asaph, Denbighshire, Wales, LL17 0JG

REGISTRATION NUMBER: 05217343

DUNS NUMBER: **739664758**

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **21 July 2020**.
It's issued under the DPS Contract with the reference number RM6095 for the
provision of Gigabit-Capable Connectivity services.

DPS FILTER CATEGORY(IES):

Service Type 1 - Broadband Connectivity Services

Service Type 2 - Infrastructure Build Services

Service Type 3 - Managed Infrastructure Service



ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6095
3. The following Schedules in equal order of precedence:

a) Service Type 1:

- Joint Schedules for RM6095
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Order Schedules for RM6095
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) excluding Annexes A & B
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) **Part B (Long Form Security Requirements)**
 - Order Schedule 10 (Exit Management)
 - Order Schedule 11 (Installation Works)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)

b) Service Type 2:

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)



- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Order Schedules for RM6095
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) excluding Annexes A & B
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) **Part B (Long Form Security Requirements)**
 - Order Schedule 10 (Exit Management)
 - Order Schedule 11 (Installation Works)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
- c) **Service Type 3:**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Order Schedules for RM6095
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) excluding Annexes A & B
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) **Part B (Long Form Security Requirements)**
 - Order Schedule 10 (Exit Management)



- Order Schedule 11 (Installation Works)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6095
 6. Annexes A & B to Order Schedule 6 where these are used
 7. Contract Award Letter and its annexes dated 21 July 2020.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1

For the avoidance of doubt a security breach will amount to a material default of the Contract.

Special Term 2.

The Supplier has confirmed that they will use the following subcontractors for the delivery of this Contract.

- **CITY OF LONDON TELECOMMUNICATIONS LIMITED**
01939847 - Incorporated on 16 August 1985
Colt House, 20 Great Eastern Street, London, England, EC2A 3EH
- **GTT Communications Inc**
24th Floor, 125 Old Broad Street
London, EC2N 1AR

No other subcontractor or third party organisation will be involved in the delivery of this Contract. The Supplier shall require prior written authorisation from the Buyer before introducing any new third party organisation, subcontractor or supplier to deliver any element of this Contract. A breach of the Special Term 2 will amount to a material default of the Contract.



| | |
|--|----------------------------------|
| ORDER START DATE: | 21 July 2020 |
| ORDER EXPIRY DATE: | 31 August 2024 |
| ORDER INITIAL PERIOD: | 50 months |
| ORDER OPTIONAL EXTENSION PERIOD | N/A |
| MINIMUM NOTICE PERIOD FOR NO-FAULT BUYER TERMINATION | 90 calendar days' written notice |

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification)

ADDITIONAL SITE REQUIREMENTS See details in Order Schedule 20 (Order Specification)]

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] Estimated Charges in the first 12 months of the Contract.



SURVEY REQUIREMENTS – Our supplier may wish to survey their equipment in the customer’s office locations, if they do the customer will be advised of a survey date and time to allow access to the engineer.

There are no charges for surveys and there should be no changes to pricing as all sites are on-net with our suppliers.

ORDER CHARGES

Per Contractual Year £

| | Year 1 | Year 2 | Year 3 | Year 4 | Total |
|--------------|----------|----------|----------|----------|------------|
| Ex VAT | ████████ | ████████ | ████████ | ████████ | 476,273.47 |
| VAT | ████████ | ████████ | ████████ | ████████ | 95,254.69 |
| Total | ████████ | ████████ | ████████ | ████████ | 571,528.16 |

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS payment. Invoices are to be submitted quarterly and must include a detailed elemental breakdown of work provided and the associated costs as well as quoting a valid purchase order number.

Payment will be made within thirty (30) calendar days of successful delivery of services.

BUYER’S INVOICE ADDRESS:

DMO Finance

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UK Debt Management Office, Finance Team, Eastcheap Court, 11 Philpot Lane, London, EC3M 8UD.

BUYER’S AUTHORISED REPRESENTATIVE

██████████

██

██

UK Debt Management Office, Business Delivery, Eastcheap Court, 11 Philpot Lane, London, EC3M 8UD.



BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Both documents Appended at Order Schedule 20 (Order Specification)

- Guidance – Protecting DMO Information, version 1.2, 12 June 2018
- Information Security, version 1.2, 29/05/2020

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

Pinacl Solutions UK Limited
Pinacl House
Carlton Court
St Asaph Business Park
St Asaph LL17 0JG

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

Pinacl Solutions UK Limited
Pinacl House
Carlton Court
St Asaph Business Park
St Asaph LL17 0JG

[REDACTED]

PROGRESS REPORT FREQUENCY

During the implementation period weekly, following the go live date, on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

During the implementation period weekly, following the go live date, quarterly on the first Working Day of each quarter.

KEY STAFF

[REDACTED]

[REDACTED]

Pinacl Solutions UK Limited
Pinacl House
Carlton Court
DPS Ref: RM6095
Crown Copyright 2019



St Asaph Business Park
St Asaph LL17 0JG

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Pinacl Solutions UK Limited
Pinacl House
Carlton Court
St Asaph Business Park
St Asaph LL17 0JG

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

Pinacl Solutions UK Limited
Pinacl House
Carlton Court
St Asaph Business Park
St Asaph LL17 0JG

[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

- [REDACTED] City of London Telecommunications Limited
- [REDACTED] GTT Communications Inc

COMMERCIALLY SENSITIVE INFORMATION

Pinacl consider the tender pricing breakdown to be commercially sensitive on the grounds that the communication to third parties would result in damage to Pinacl's commercial interests by revealing details of preferential commercial arrangements and partnerships. Pinacl would expect this information be kept confidential for 12 months. Pinacl agree with the publication of the total value of the contract by the Buyer in order that the Buyer can fulfil its obligations under the Public Contracts Regulations 2015 and the FOI Act.

SERVICE CREDITS

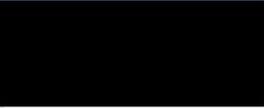
Service Credits will be issued based on a percentage of the monthly charge for the affected service. The percentage paid will be equal to 5% of the monthly charge for each SLA breach.



ADDITIONAL INSURANCES
Not Applicable

GUARANTEE
Not Applicable

SOCIAL VALUE COMMITMENT
Not Applicable

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|---|---------------------------------|---|
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: | 23 July 2020 | Date: | 24/07/2020 |



United Kingdom
Debt Management
Office

OFFICIAL

**Appendix D-DPS Schedule 6
(Order Form and Order Schedules)
DMO362
Telecommunications Links Services**