

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

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

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

Public Health England

Billing address

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

Accounts Payable, PHE Porton, Manor Farm Road, Porton, Wiltshire, SP4 0JG, Payables@phe.gov.uk

Customer representative name

The name of your point of contact for this Order REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative **REDACTED**

Supplier details



Supplier name

The Supplier organisation name, as it appears in the Framework Agreement CDW Ltd

Supplier address

Supplier's registered address

3rd Floor One New Change, London, United Kingdom, EC4M 9AF

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 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

TBA

Section B Overview of the requirement

Framework Lot under which this Order is being placed Tick one box below as applicable (unless a cross-Lot Further Competition)		Customer project reference Please provide the customer project reference number.	
1. TECHNOLOGY STRATEGY &	SERVICES DESIGN		Click here to enter text.
2. TRANSITION & TRANSFORMATION			Call Off Commencement Date
3. OPERATIONAL SERVICES			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		\boxtimes	0001.01.2 01.11.0 01.11.0 11.11
b: Operational Management			Click here to enter a date.
c: Technical Management			
d: Application and Data Management			
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)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

^{*} There is a minimum 5 year term for this Lot

Call Off Initial Period Months

Call Off Extension Period (Optional) Months

3

Minimum Notice Period for exercise of Termination Without Cause Click here to enter

Click here to enter text.

(Calendar days) Insert right (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.

List below if applicable

Click here to enter text.

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

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

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.

Click here to enter text.

Location/Site(s) for provision of the Services

PHE Porton, Manor Farm Road, Porton, Wiltshire, SP4 0JG and PHE Colindale 61 Colindale Ave, London NW9 5EQ.

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		can be selected to apply to any Graci	
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		C: Call Off Guarantee	
(this includes Lot 4a & 4b where Lot 3 services are included).		D: Relevant Convictions	
A3: Staff Transfer		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			
		H: MOD Additional Clauses	
B1: Business Continuity and Disaster Recovery			
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.



Organisations collaborate

(Collaboration Suppliers) Click here to enter text.

required An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date insert right

Click here to enter text.

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.

tick box (right) and append as a clearly marked complete document

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

N/A N/A

OR

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) List below if applicable

Click here to enter text.

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

Include 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)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

Click here to enter text.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

N/A

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

N/A

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

£91,666.00

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 (£) N/A

Professional Indemnity Insurance (£) N/A

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)



Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

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)

N/A.

Where applicable insert right

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) Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

N/A.

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 tick box (right) and append as a clearly marked complete document

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – N/A from the Call Off Commencement Date (Working Days) Where applicable insert right

Disaster Period (calendar days)

N/A

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

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) Where applicable insert right

N/A

Y – Period (Months) Where applicable insert right

N/A

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

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

Customer Responsibilities

List below or append as a clearly marked document



N/A

Relevant Conviction(s)

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

List below or append as a clearly marked document (see Call Off Clause D where used)

Click here to enter text.

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Other CCS framework agreement(s) to be Services used

N/A N/A.

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

OVERVIEW

The following DataCore product(s) are included in this proposal (DataCore Software):

DataCoreTM SDS EN Edition 3-Year Term License

Public Health England (PHE) is seeking to continue its use of the high-performance, agile DataCore Software storage solution.

The Software solution provides the following capabilities:

- 1- High-availability of services
- 2- Performance
- 3- Manageability
- 4- Storage migration

To meet the requirements of **Public Health England (PHE)**, a customized version of the DataCore Software solution is proposed under DataCore's Enterprise Purchasing Plan (EPP). The EPP solution will provide:

- 1- Managed overall storage pool
- 2- Virtual disks management
- 3- Cache management/Performance
- 4- Thin provisioning, storage over-commitment
- 5- Centrally manage nodes in same group
- 6- Synchronous mirroring
- 7- Asynchronous mirroring
- 8- Centralized management console
- 9- iSCSI & Fiber Channel Protocols
- 10- Continuous Data Protection (CDP)
- 11- Auto-Tiering Storage
- 12- Advanced Site Recovery
- 13- Data migration and pass-through disks
- 14- Real-time and historical tracking
- 15- VMware vSphere plug-in & Microsoft System Center Pack



- 16- Asynchronous Replication to 1 or more remote servers
- 17-SMPA
- 18- Snapshots
- 19- Parallel IO Technology
- 20- Encryption at Rest
- 21- DIS

The proposed EPP solution will allow **Public Health England (PHE)** to:

- 1- DataCore Software term license, inclusive of full product support per DataCore's standard support services
- 2- Term license period of **3** years with known auto-renewal pricing.
- 3- Peace-of-mind pricing for additional licenses during the term of the Agreement.

2 LICENSING REQUIREMENTS

DataCore Software and all accompanying documentation are provided solely under a valid term license from the DataCore Software Corporation. The term license conditions and restrictions are summarized in DataCore's End User License Agreement (EULA). It is your responsibility to review and comply with the current version of the EULA, which can be found at: https://info.datacore.com/resources/legal/eula.pdf. If you do not agree to all terms and conditions stated in the EULA, you may not download, install, open or otherwise use the DataCore Software or any other DataCore product.

3 PROPOSAL

A-Implementation

The implementation of this EPP solution includes:

- 1- 3300 TB of total capacity to be used for storage pools within Public Health England (PHE)
- 2- Support and product updates for the license term per DataCore standard support policy, which can be found at: http://www.datacore.com/support/.

B- Term

- 1- The initial term license will be for **3** years.
- 2- Your term license will be reviewed for another successive **3** year period unless notice is given pursuant to the Agreement, 60 days prior to expiry.
- 3- License parameters include the following: a. total size of storage pool 3300TB



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.

Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

Severity 1

Definition Access to <u>production</u> data or files is not available for one or more Applications or Servers

Premier Response 1 hour from incident submission

Severity 2

Definition Production system is operational but is badly affected by a function not performing as

documented. Onsite installation is delayed due to product/license issue.

Premier Response 4 hours from incident submission

Severity 3

Definition Production, Test or Demo System has issues.

Documentation does not exist, is in error, or is misleading.

Any other question a customer may want to ask.

Premier Response 24 hours from incident submission

N/A

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

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) Where applicable insert right text.

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 informationAny information that the Supplier considers sensitive for the duration of an awarded Call Off Contract Click here to enter text.

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£275, 000



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

Date	19/03/2021
Signature	REDACTED
Job role/title	REDACTED
Name	REDACTED

For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	19/03/2021