**RM6100 Technology Services 3 Agreement**

**Framework Schedule 4 - Annex 1**

**Lots 2, 3 and 5 Order Form**

**Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 19th March 2024 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.
13. Annex 2 – Supplier Response

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** |
| **Contract Reference:** | CCIT23A50. |

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| **Contract Title:** | Provision of Land Training Information System (Project ELGIN). |

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| **Contract Description:** | Provision of the Management, Service Provision and Maintenance, including technology refreshes and emerging tasks, of the Land Warfare Centre (LWC) Land Training Information System (LTIS). |

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| **Contract Anticipated Potential Value:** | £38,858,326.00 (excluding VAT for the Core Service)£25,000,000.00 (including VAT, where applicable, for Additional Services (non-guaranteed))£63,858,326.00 (including any Additional Services). |

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| **Estimated Year 1 Charges:** | £9,807,960.00 |

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| **Commencement Date:** | 1st April 2024. |

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| **Buyer details** |
| **Buyer organisation name**Land Warfare Business Centre, part of Army Headquarters (UK). |

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| --- |
| **Billing address****REDACTED TEXT under FOIA Section 40, Personal Information** |

|  |
| --- |
| **Buyer representative name****REDACTED TEXT under FOIA Section 40, Personal Information** |

|  |
| --- |
| **Buyer representative contact details:** **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Buyer Project Reference**CCIT23A50. |

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| **Supplier details** |
| **Supplier name**EntServ UK Ltd Part of DXC Technology |

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| **Supplier address****REDACTED TEXT under FOIA Section 40, Personal Information** |

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| --- |
| **Supplier representative name****REDACTED TEXT under FOIA Section 40, Personal Information** |

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| --- |
| **Supplier representative contact details****REDACTED TEXT under FOIA Section 40, Personal Information** |

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| --- |
| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**CCIT23A50. |

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| **Guarantor details** |
| **Guarantor Company Name**N/A |

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| **Guarantor Company Number**N/A |

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| **Guarantor Registered Address**N/A |

**Section B**

**Part A – Framework Lot**

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| --- |
| **Framework Lot under which this Order is being placed** |
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
 | ☐ |
| 1. TRANSITION & TRANSFORMATION
 | ☐ |
| 1. OPERATIONAL SERVICES
 |  |
| a: End User Services |  |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | ☐ |
| 1. SERVICE INTEGRATION AND MANAGEMENT
 | ☐ |

**Part B – The Services Requirement**

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| **Commencement Date**1st April 2024. |

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| --- |
| **Contract Period 1 Apr 24 – 31 Mar 29** |
| **Initial Term**5 Years | **Extension Period (Optional)**None |
| **Minimum Notice Period for exercise of Termination Without Cause**30 Days (Calendar days) *(see Clause 35.1.9 of the Call-Off Terms)* |  |

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| **Sites for the provision of the Services**The Supplier shall provide the Services at the Sites listed within Statement of Requirements.**The Supplier shall provide the Services from the following Sites:** **Buyer Premises:** **REDACTED TEXT under FOIA Section 40, Personal Information****Supplier Premises:**N/A**Third Party Premises:** N/A |

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| **Buyer Assets** Please refer to the Statement of Requirements, Annex E – Facilities to be provided by the Authority in support of delivering the service (Government Furnished Assets) and the ACII and ACTION Configuration Management Databases. |

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| **Additional Standards** * **REDACTED TEXT under FOIA Section 43 Commercial Interests**
* DBS Certification will be required for engineer access to certain sites (further details shall be provided by the Authority whereby sufficient notice shall be given if DBS Certification is required).
* High-Level Designs must be in accordance with JSP 604.
* The Security Assurance Coordinator (SAC) role must be in undertaken in accordance with JSP 440 Pt 1.
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| **Buyer Security Policy** JSP 440JSP 604Schedule S3 Part B |

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| **Buyer ICT Policy** LWC Information Systems (IS) Strategy andJSP 604 as defined in the SOR. |

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| **Insurance** As per the standard Terms and Conditions of the Commercial Agreement. |

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| **Buyer Responsibilities** As described in the Statement of Requirements  |

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| **Goods**As per Attachment 2 – Charges & Invoicing. |

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| **Governance – Option Part A or Part B**

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| --- | --- |
| **Governance Schedule** | **Tick as applicable** |
| Part A – Short Form Governance Schedule |  |
| Part B – Long Form Governance Schedule  | ☐ |

The Part selected above shall apply this Contract.  |

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| **Change Control Procedure – Option Part A or Part B**

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| --- | --- |
| **Change Control Schedule** | **Tick as applicable** |
| Part A – Short Form Change Control Schedule | ☐ |
| Part B – Long Form Change Control Schedule  |  |

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):* for the purpose of Paragraph 3.1.2 (a), the figure shall be £20K; and
* for the purpose of Paragraph 8.2.2, the figure shall be £75K .
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**Section C**

**Part A - Additional and Alternative Buyer Terms**

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| **Additional Schedules and Clauses****Part A – Additional Schedules**

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| --- | --- |
| **Additional Schedules** | **Tick as applicable** |
| S1: Implementation Plan | ☐ |
| S2: Testing Procedures  | ☐ |
| S3: Security Requirements (either Part A or Part B) | Part A  or Part B ☐ |
| S4: Staff Transfer  |  |
| S5: Benchmarking  | ☐ |
| S6: Business Continuity and Disaster Recovery | ☐ |
| S7: Continuous Improvement  |  |
| S8: Guarantee | ☐ |
| S9: MOD Terms |  |

**Part B – Additional Clauses**

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| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions |  |
| C2: Security Measures |  |
| C3: Collaboration Agreement | ☐ |

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract. **Part C - Alternative Clauses**The following Alternative Clauses will apply:

|  |  |
| --- | --- |
| **Alternative Clauses** | **Tick as applicable** |
| Scots Law | ☐ |
| Northern Ireland Law | ☐ |
| Joint Controller Clauses | ☐ |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract. Schedule 8 – MOD TUPE Terms shall also be incorporated into this Contract. |

**Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A**

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| **Additional Schedule S3 (Security Requirements)**Not Applicable. |

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| **Additional Schedule S4 (Staff Transfer)**To be agreed with the Successful Supplier if it becomes applicable. |

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| **Additional Clause C1 (Relevant Convictions)**Not Applicable |

|  |
| --- |
| **Additional Clause C3 (Collaboration Agreement)**Not Applicable. |

**Section D**

**Supplier Response**

**See Annex 2 for full response**

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| **Commercially Sensitive information** |

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**Section E**

**Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Job role/title | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Signature | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date | 20th March 2024 |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Job role/title | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Signature | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date | 21st March 2024 |

**Attachment 1 – Services Specification**

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCIT23A50 Provision of the Land Training

Information System (Project ELGIN)

# PURPOSE

* 1. The Contracting Authority, the Business Centre (BusCen) within Head Quarters (HQ) Land Warfare Centre (LWC), part of Army Headquarters (UK), are seeking the provision of the Management, Service Provision and Maintenance, including technology refreshes and emerging tasks, of the LWC Land Training Information System (LTIS). In delivering the requirements and services set out in this SOR, the Supplier shall comply with, and act in accordance with, the obligations set out in the Contract and relevant Legislation, regulations and Authority policies and procedures.
	2. The LWC BusCen shall be referred to as the ‘Contracting Authority/Buyer’ throughout.

# BACKGROUND TO THE BUYER

* 1. The Contracting Authority is responsible for contributing to the development and delivery of Operational Capability by ensuring that Service Personnel are trained to the necessary standards and levels of performance, and have sufficient knowledge, skills, aptitudes and capabilities. In order to deliver elements of this training, a training platform capable of supporting classroom and field-based training as required.

# BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

* 1. The required outcome from this procurement competition is a seamless transfer of responsibility, from the incumbent Supplier to the selected Supplier, for the Maintenance and Service Management of the current LWC training.
	2. Infrastructures to a system that is architected in a way that allows User access to both the internet facing Official Domain and the Official Sensitive Domain on the MoD Core network via a single User log-on in LWC classrooms; other agreed Defence locations and on agreed field exercises.
	3. This service will enable a greater proportion of Army Training to be delivered in a computer aided environment including scope for increased levels of simulation, blended learning and learning in austere conditions.
	4. The Contracting Authority requires a collaborative relationship based on mutual trust with a Supplier who can demonstrate deep domain knowledge, experience and technical expertise.

# DEFINITIONS

|  |  |
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| **Expression or Acronym**  | **Definition**  |
| ACII  | Means; Army Recruiting and Training Division (ARTD) Classroom Information Infrastructure.  |

|  |  |
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| ACTION  | Means; Army Classroom Training Internet and Official Network.  |
| Additional Services Tasking  | Means; Emergent tasks such as new classrooms or additional capability (e.g., VBS4/5 upgrades) not included in this SOR. Technology refreshes beyond one year from the contract start date. The process for Additional Services tasking is at Annex I. The Additional Services tasking form is at Annex J.  |
| AV  | Means; Audio Visual or Anti-Virus.  |
| Core Service  | Means; Provision of a fully managed service as detailed in this SOR. Support to 30 exercises/annum (up to 3 concurrently) – (Field training requirement). Tech Refreshes required to maintain provision of service (within the first year). Provision & management of licences. Maintenance of accreditation & license to operate. Provision of a Security Accreditation Co-ordinator (SAC).  |
| DART  | Means; Defence Assurance Risk Tool.  |
| Exercise  | Means; Specific details of each exercise are defined during pre-exercise planning. An Exercise that routinely lasts approximately four weeks, plus ~1 week in the build phase in the week before the Exercise and ~1 week close down after the exercise, with a requirement for OpCIS to be provided for the full duration. The Supplier will support up to 30 exercises, in UK and Germany (including up to three concurrent) per annum to include: 1. Provision of up to 100 UADs with ancillaries.
2. Provision of all hardware, including comms equipment for the local area network (LAN) where not currently installed. iii. Provision of desk phones. iv. Provision of printing capability.

v. MS Office applications, with appropriate updates and licences, including: Email; Excel; Skype, TEAMS and PowerPoint.  |
|  | vi. Floorwalking service.  |
| FEPS  | Means; Field Electrical Power Supply  |
| GFA  | Means; Government Furnished Assets  |
| GFE  | Means; Government Furnished Equipment  |
| ITAR  | Means; International Traffic in Arms Regulations  |
| JCU  | Means; Joint Cyber Unit  |
| KPI  | Means; Key Performance Indicator  |
| LAN  | Means; Local Area Network  |
| LWC  | Means; Land Warfare Centre  |
| MoD  | Means; Ministry of Defence  |
| MRT OpCIS  | Means; Mission Rehearsal Training Operational Communications Infrastructure System  |
| NDA  | Means; Non-Disclosure Agreements  |
| OpCIS  | Means; Operational Communications Infrastructure System  |
| OSD  | Out of Service Date  |
| OTRP  | Means; Obsolescence & Technical Refresh Plan  |
| RLI  | Means; Restricted LAN Interconnect  |
| RMADS  | Means; Risk Management Accreditation Document Set  |
| SFIA  | Means; Skills Framework for the Information Age  |
| SLA  | Means; Service Level Agreement  |
| TrISC  | Means; Training Intelligence Support Cell  |
| SR  | Means; Service Request  |
| TAA  | Means; Technical Assistance Agreement  |
| UAD  | Means; User Access Device  |
| UOTC  | Means; University Officers’ Training Corp  |
| User  | Means; Any user of the service  |
| WAN  | Means; Wide Area Network  |

#

# SCOPE OF REQUIREMENT

* 1. The Contracting Authority are seeking the replacement of the following existing contracts:
* 700098416 – DInfoCom/0086 (ARTD Classroom Information infrastructure (ACII) Support as a Service. Further details can be found within Annex A;
* 701551483 - Support For Army Classroom Training Internet and Official Network (ACTION). Further details can be found within Annex B;
* 701551547 - Mission Rehearsal Training Operational Computer and Information Systems (MRT OpCIS). Further details can be found within Annex C;
* ARMYHQ4/00074 - Training Intelligence Support Cell (TriSC). Further details can be found within Annex D.
	1. The incumbent supplier is DXC / Entserv UK Ltd.
	2. The Contracting Authority are seeking the replacement of the above contracts with one (1) contract with a single Supplier to provide the services detailed below and within section 6 ‘The Requirement’.
	3. The Supplier will take on responsibility for the Management, Service Provision and Maintenance of the extant four LWC training systems: ACII, ACTION, MRT OpCIS and TrISC and develop these services to become the LWC Land Training Information System (LTIS) provision.
	4. Service Provision is broken down into the following categories:
* Governance;
* Service Management;
* Technical Infrastructure Services;
* Design Authority and Architecture;
* Security;
* System Services;
* Training Support Services;
* Exercise Support Services;

**Governance**

* 1. This includes the over-arching service management and the relationship with the key customers, programme and project management and scheduling of works with each site, change control, third-party involvement, logistics, arrangement of Non-Disclosure Agreements (NDA), Disclosure and Barring Service (DBS), ITAR and commercial/business arrangements.

**Service Management**

* 1. This covers First- to Fourth-line management and support including Help Desk services and the hand-off to third parties. Process management, problem management, configuration management, knowledge management, continual service improvement, KPI and Service Level Agreement (SLA) management, performance reporting and customer management.
	2. Day-to-day monitoring of the LTIS UADs, server and network infrastructure and day-to-day maintenance of the system with regarding to patching, compliance, reporting, Active Directory management is undertaken. Management of Authority-provided IP subnets and liaison with the Authority’s WAN providers to ensure provision, implementation, and maintenance of the WAN service in compliance with Authority-mandated publications and standards.
	3. A full break/fix service for assets held under configuration management, including warranty claims and a fully accredited disposal service.
	4. Helpdesk support is required between the working hours of 08:00 – 18:00, MonFri. Email support shall be available on a 24/7 basis. A logging system should be used to track queries and faults through to resolution. All enquiries raised to the helpdesk are to be logged, diagnosed and resolved, ensuring end user is kept informed of progress and incidents are fully resolved within contractual timescales before being closed.

**Technical Infrastructure Services (TIS)**

* 1. Provides a technical response to Authority requests via change requests or ad-hoc enquiries and carrying out premises visits and site surveys to allow provision of Impact Assessments, Engineering Change Requests (ECR), diagrams and advice to the customer based on their requirements for change. The TIS function also provides appropriate documentation for Site and SCIDA approval, this includes diagrams of buildings, server room layouts, site ducting routes, cabinet schematics and LAN diagrams in a format to be agreed with the Authority.
	2. Liaises with sub-contractors at Authority sites with regards to installations of network, power and A/V solutions and manages infrastructure Installation with regards to job packs, timings and financial tracking. Maintains as-fitted information of network infrastructure and audio-visual installations including diagrams and asset information.
	3. Works may include specialised furniture, air con, flooring, ceilings, lighting, minor building works, managing issues with asbestos and listed buildings.
	4. This is an agile service which should cater for a range of requirements, including an additional wall-port, the provision of a new suite of classrooms and networking whole sites.

**Design Authority and Architecture**

* 1. The management of the overall design for the extant training platforms, including the BOWMAN-specific build. Responsible for the design and specification of the Land Training Information System. Custom solutions are architected with the focus on designing scalable and reusable solutions where new technologies are assessed and impacted against cost, customer requirement, business outcomes and Authority compliance.
	2. Design Authority responsibilities include:
* Peer reviewing all technical solutions
* Ensuring all facets of the solution design integrate with SME, Security and customer business need
* Assuring all technical delivery outputs ensuring compliance to customer requirements
* Working with the Authority to ensure an understanding of business requirements and alignment to platform and any overarching business defined technical requirements/criteria.
* Being the Platform focal point at the Security Working Group, as required.
* Outlining/Defining/Solutioning the overarching system architecture.

**Security**

* 1. The process and activities required to ensure the continued security accreditation of the LWC Training Services:
* Risk Management Accreditation Document Set (RMADS) management;
* Accreditation renewal / submissions via the Defence Assurance Risk Tool (DART);
* Code of Connections, JSP604 compliance;
* Security Assurance for Requests for Change and liaison with Accreditor if relevant;
* Basic IT Health Checks and Vulnerability Assessments – internal validation;
* Focal point for Joint Cyber Unit (JCU) and compliance concerns;
* Security Incident Investigations;
* Compliance oversight;
* Security Reporting to both Supplier and customer;
* Liaison with Security Working Groups;
* Joiners, Movers, Leavers process to ensure appropriate clearance;
* ITAR compliance.

**System Services:**

* 1. The processes governing the installation and configuration of software. This is performed on both the underlying infrastructure (networking equipment, servers, storage devices etc.) and end user devices. The process involves integration, testing and proving of the build prior to installation and the various support activities preceding the transition to the live environment.
	2. It also includes the designing of middleware services to support key application deployment, where custom scripts are created for builds and operational support and custom applications e.g., Password Reset Tool are also created and maintained.

**Training Support Services:**

* 1. The process by which support is given to the directing/instructor staff at each establishment using LWC Training Services in their classrooms. It also includes the activities necessary to ensure that full use is made of provided toolsets such as Net Support School.
	2. Set up to combat skill fade, the team fosters a common approach across the different training establishments.
	3. Specialised training support is given for the BOWMAN Common Operating Environment and its associated applications, with training and support to instructors and directing staff who may be utilising ComBAT within their lessons. Any changes to the service provision resulting from the upgrade of the BOWMAN software from BCIP5.6 to subsequent releases shall be included as part of the core requirement.
	4. Writing dedicated Comms plans (ORBATs etc) for Training Establishments so that the training is more representative of their Regiment/Corps.
	5. Support to Training Establishments taking their ComBAT classrooms out on exercise.

**Exercise Support Services:**

* 1. Provision of a training LAN to in-field exercises and associated events such as writers’ weeks. This includes the full provision of all service elements including floorwalking support, advice, training and guidance on the use of the training LAN and support to both those under training and those running the exercise.
	2. Exercise support services also provides support to synthetic training where the team provide Live exercise support, initialising the environment before the exercise starts, configuring the simulation communication software and providing support during and after the exercise.
	3. All equipment comprising the system is provided by the Contracting Authority on a Government Furnished Equipment (GFE) basis at the start of the contract. The supplier shall be responsible for maintaining and updating all the GFE, including the Reference/Test Suites to be used to test and verify upgrades and changes prior to rolling out the service. Office accommodation at Warminster, Minley, STANTA and Worthy Down will be provided by the Contracting Authority as detailed at Annex E (Government Furnished Assets).
	4. All software is also to be provided by the Authority initially, subsequently the Supplier will be responsible for the management and supply of software except licences owned by the Authority via Defence contracts i.e., the BOWMAN series of applications, which is produced for the Authority by General Dynamics and the Microsoft licences provided as GFE. The successful Supplier must have International Traffic in Arms Regulations (ITAR) clearance to handle BOWMAN software and will be required to sign up to Technical Assistance Agreements (TAA) associated with the requirement.
	5. Portable Appliance Testing (PAT) remains the responsibility of the Contracting Authority.
	6. The Supplier shall liaise with Regional Prime Contractors where applicable.

# THE REQUIREMENT

* 1. The Supplier shall provide a seamless transfer of responsibility for the Maintenance and Service Management of the current LWC IT Infrastructures from the incumbent Service Provider to the selected Service Provider.
	2. The Supplier shall provide for the Maintenance and Service Management of the current LWC IT Infrastructures to a system that is architected in a way that allows User access to both the internet facing Official Domain and the Official Sensitive Domain on the MoD Core network via a single User log-on in LWC classrooms; other agreed Defence locations and on agreed field exercises.
	3. The Supplier shall demonstrate deep training domain knowledge and experience and be willing to work in a partnering relationship with the Authority.
	4. The Supplier will work alongside the site G6/J6/iHub personnel and/or BOWMAN or Classroom administrators in the maintenance of the service, being recognisant of their training schedules when planning maintenance and enhancements to the service.
	5. The Supplier will provide the Design Authority for the system, which will be subordinate to the Defence Digital Design Authority (DD DA). All new HighLevel Designs will be submitted to ISS DA for approval in accordance with JSP 604.
	6. On behalf of the Authority, the Supplier will undertake the role of the Security Assurance Coordinator (SAC), as defined in JSP 440 Pt 1. The SAC ensures that cyber and information security controls are properly embedded within the project and advises LWC and System Operating Authorities on the implementation and operation of security measures.
	7. The Supplier will carry out day-to-day maintenance of servers connected to the system infrastructure, to include but not be limited to, UADs, printers, active infrastructure, technologies such as Microsoft Windows, VMWare and gateway servers. Tasks will include incident, problem, change and configuration management, patching, service packs, back-ups, restores and import/export (IMPEX) of data.
	8. The Supplier will manage examination and other internet-facing classrooms, keeping these classrooms appropriately updated in accordance with Contracting Authority and HMG guidance.
	9. A small number of stand-alone classrooms that do not connect to the RLI and will keep these classrooms appropriately patched and up to date in terms of anti-virus.
	10. The Supplier shall carry out the configuration and support of active network devices including switches and wireless access points on each Local Area Network (LAN).
	11. The Supplier will manage all access to all end points and active infrastructure across all in-scope platforms.
	12. The Supplier will provide the hosting capability for the BOWMAN Common Operating Environment (BCOE) including ComBAT Steady-State Courseware as required.
	13. As requested by the Authority, the Supplier will liaise with industry in relation to the Future Collective Training System (FCTS) programme and, with agreement from the Buyer, potentially adapt the LTIS solution to ensure a coherent approach to training through the agreed change process.
	14. **The service is to be fully operational by 01 Apr 24 and will run for 5 years**.
	15. The system is required to be accessible on a 24/7 basis to consider Blended Learning methods and Reserves Training. Support is to be available during standard working hours (Mon-Fri, 0800-1800 GMT excluding public holidays).
	16. Provision of the service may require the supplier to undertake work Out-of-Hours (OOH), including at weekends. For example, some systems changes or updates may be required to take place outside of normal working hours in order to minimise disruption to the service. This may include, but not be limited to, Authority or third-party planned security or assurance related updates or installation of software patches in accordance with the Authority’s MOD Computer Emergency Response Team (MODCERT) vulnerability alerts. Any travel and subsistence and OOH required to maintain provision of the service or as directed by the Authority shall be included within the core scope of the contract (limited to 12 routine patch updates events per year plus 12 MODCERT events per year). Unplanned outages will be considered on a case for case basis and subject to the agreed Change Process.
	17. The Supplier shall make provision for change management which may include the planning for additional elements of the system, as raised by Service Request. Any such planned change may be subcontracted by the Supplier for delivery. Prior authority for any change, however small, will need to have authority and approval from the Contracting Authority Service Manager.
	18. The Supplier shall demonstrate innovation in their assessment and provision of solutions.
	19. **Performance:**
	20. The required response times for dealing with incidents relating to provision of the service is set out in table 1, below.

**Table 1: Response times**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Priority**  | **Response Time**  | **Hardware Issue** **Target resolution response time**  | **Software issue analysis target response time**  | **Software Issue Target resolution response time**  |
| **1**  | 15 mins  | 8 hours  | 1 day  | 2 days  |
| **2**  | 30 mins  | 8 hours  | 2 days  | 3 days  |
| **3**  | 1 hour  | Next working day  | 3 days  | 5 days  |
| **4**  | 2 hours  | Next working day  | 5 days  | 10 days  |
| **5**  | 4 hours  | Next working day  | 20 days  | 20 days  |

* 1. **Locations:**
	2. Provide service and maintenance of the infrastructure based on the following services at the sites below:
* Primary Data Centre – Upavon:
	+ - Active Directory (AD) o Domain Name Service (DNS)
		- Software Distribution o Systems Management o Patch Management o Anti-Virus (AV) o Exchange o Power Management
		- Pre-production testing
* Secondary Data Centres – Warminster and Minley.

* 1. All other connected sites have Distributed File Service (DFS). Data is replicated between sites to provide resilience across the training estate. The locations below contain the following infrastructure as at August 2023 and all locations require a service and maintenance function.
	2. Sites have been classified in the list as either permanent or transitory, dependent on the nature of the training carried out at that location.
	3. **Site List:**

**Table 2: Site List**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

* 1. The current IT infrastructure includes, but is not limited to, that set out in Table 3, below (Jun 2023).

 **Table 3: Overview of IT Infrastructure**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|   | Servers  | Switches  | UADs  | User accounts  | Number of sites  | Number of Classrooms  |
| ACII1  | 126  | 374  | 5483  | 7371  | 53  | 750  |
| ACTION2  | 75  | 24  | 1520  | 5500  | 1\*  | 73  |
| MRT OpCIS3  | var  | var  | 120  | var  | var  |   |
| TrISC4  |   |   |   |   |   |   |
|   |  |  | **7123**  | **12871**  |  | **823**  |

1

 Army Recruiting and Training Division (ARTD) Classroom Information Infrastructure (ACII)

2

 Army Classroom Training Internet and Official Network (ACTION)

3

 Mission Rehearsal Training Operational Computer and Information Systems (MRT OpCIS)

4

 Training Intelligence Support Cell (TriSC)

* 1. Note that TrISC runs as a child domain of the extant ACII service and the hardware items are included in that total.
	2. OpCIS infrastructure changes in response to the numbers of exercises running.
	3. \*ACTION services are currently being piloted in three other sites.
	4. In addition to the above, the Supplier shall be responsible for the supporting hardware (e.g., UPSs, comms equipment) and software (e.g., firewalls & licences) required to provide the field-based service.
	5. A detailed description of the current ACII service is at Annex A ACII Services – Description of Current Service.
	6. A detailed description of the current ACTION service is at Annex B Action – Description of Current Service plus Changes the LTIS.
	7. A detailed description of the current MRT OpCIS service is at Annex C MRT OpCIS – Description of Current Service.
	8. A detailed description of the current TrISC service is at Annex D TRISC – Description of Current Service.

# TECHNOLOGY REFRESHES

* 1. As part of the core requirement, the Supplier shall be responsible for planning and implementing scheduled Technology Refreshes for the first 12 months required to maintain current provision of services and needs to be based on the emergent Land Training Information System requirements.
	2. The Supplier’s Obsolescence & Technical Refresh Plan (OTRP) will set out how it will ensure continued compliance with JSP 604, ensuring continued accreditation and licence to operate.
	3. An established baseline, based on the four current services, including required refreshes as indicated below, is to be agreed on Contract Award. Changes to this baseline resulting from the development of the LTIS will be provisioned under the agreed change process.

For ACII (at present), as a minimum, the Supplier will schedule and implement replacement[[1]](#footnote-1) of the following equipment as part of the technology refresh plan, to be included as part of the core service:

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

* 1.

# KEY MILESTONES AND DELIVERABLES

* 1. The key milestones and deliverables are detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable**  | **Description**  | **Timeframe or Delivery Date**  |
| 1  | **Monthly Service Report** The Monthly Service Report shall include, but not be limited to, the following topics:  1. Date of Report (Including date of service provision that the report covers

(calendar month); 1. Summary;
2. Performance against Key

Performance Indicators  | Monthly from the Effective Date of Contract  |

|  |  |  |
| --- | --- | --- |
|  | (KPI) and self-declared Shortfalls; 1. Obsolescence Update;
2. Security update;
3. Issues;
4. Planned Outages;
5. Risks, Opportunities and Assumptions.

  |  |
| 2  | **Obsolescence & Technical** **Refresh Plan** The Obsolescence & Technical Refresh Plan will have 3 main sections.  Section 1 will be the Supplier’s 1year technology refresh plan that details the Supplier’s commitments that will ensure ongoing security accreditation, continued license to operate and to maintain the service provision. The Supplier’s commitments in Section 1 will form part of the contract. All activities identified within Section 1 will form part of the Core Service.  Section 2 will be the Supplier’s technology refresh plan covering years 2 to 5 inclusive, that details the Supplier’s commitments that will ensure ongoing security accreditation, continued license to operate and to maintain the service provision. All activities identified within Section 2 will require approval of the Buyer and will be considered as Additional Services Tasking.   Section 3 will be updated throughout the contract term and will contain the Supplier’s proposed changes and enhancements that would improve  | As part of the Tender response (then up-issued at least 6-monthly to reflect any updates/changes)  |

|  |  |  |
| --- | --- | --- |
|  | the service or capability but are not essential to ongoing provision of the service. All activities identified within Section 3 will require approval of the Buyer and will be considered as Additional Services Tasking.   |  |
| 3  | **Continuous Improvement Plan** In accordance with Schedule S7 (Continuous Improvement).  | Within 6 months after the Effective Date of Contract and then annually.  |
| 4  | **Security Accreditation Plan** The Security Accreditation Plan shall set out the process for maintaining accreditation and compliance with JSP604.   | 2 months after the Effective Date of Contract.  |
| 5  | **Data (Change)**  Data (Change) shall include, *where appropriate*, but is not limited to, the following:  1. Asset list including equipment, parts and spares;
2. Infrastructure;
3. Drawings/Layouts;
4. Site interconnectivity diagrams;
5. Electrical Test Certificates;
6. Security Accreditation documentation;
7. List all Software and dates of licenses.

   | Within 15 Business Days from receipt by the Supplier of a written request from the Authority’s Service Manager unless otherwise agreed with the Authority’s Project Manager.  |
| 6  | **Configuration Management Plan** The Configuration Management Plan shall use best practice to ensure that the configuration of all aspects of the service are documented and current. The Configuration Management Plan  | Annually, starting on the anniversary of the Effective Date of Contract.  |

|  |  |  |
| --- | --- | --- |
|  | shall meet the MOD's Configuration Management requirements as detailed within JSP 604.   |  |
| 7  | **Exit/Demobilisation Plan**  The Exit/Demobilisation Plan shall describe clear commitments by the Supplier to facilitate the transition to a new Contractor engaged to deliver the service. Commitments should detail the information that will be provided by the Supplier together with the dates (key demobilisation milestones) that the information will be provided by.  The Exit/Demobilisation Plan shall include, but not be limited to:  1. details of key activities, deliverables and processes for exiting. Deliverables shall include:

 * + an Asset Register;

 * + Details of how GFE will be handed over to the new Supplier.

 1. ii) a timetable of activities that will be performed by the Supplier, and required to be performed by the Authority and any other party.

 1. as part of a future competitive tender exercise, an agreement to support site visits for any potential suppliers who wish to undertake due diligence and how you will do this.
 | 1 year after the Effective Date of Contract. To be updated on at least an annual basis.  To be implemented 3-years before OSD  |
|  |   |  |

# MANAGEMENT INFORMATION/REPORTING

* 1. The Supplier shall provide monthly service reports to the Authority.
	2. The reports shall be used as the basis of the discussions at the monthly Service Review Meetings. These shall align with quarterly Contract Review Meetings.
	3. The reports shall be delivered to the Authority’s Service Manager at least five (5) Business Days before the monthly Service Review Meeting.
	4. The reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract.

# VOLUMES

* 1. The volumes for this requirement are outlined in section 6 “The Requirement”.

# CONTINUOUS IMPROVEMENT

* 1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
	2. The Supplier should present new ways of working to the Authority during monthly Service Review Meetings and produce a Continuous Improvement Plan in accordance with Schedule S7 (Continuous Improvement) for the Authority’s approval.
	3. Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# SUSTAINABILITY / SOCIAL VALUE

* 1. The supplier shall demonstrate how they will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering.
	2. The supplier shall demonstrate how they will improve health and wellbeing. How they will implement their commitment and by when. Also, how they will monitor, measure and report on their commitments/the impact of their proposals.
	3. The supplier shall demonstrate how they will Improve community integration. How they will implement their commitment and by when. Also, how they will monitor, measure and report on their commitments/the impact of their proposals.

# PRICE

* 1. Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
	2. Suppliers shall provide pricing for the following:
* Firm Term (Firm for 3 years);
* Fixed Costs (Years 4 & 5 – The Buyer shall seek refreshed pricing from the supplier via a ‘Variation of Pricing’ (VoP) upon successful completion of 3rd year delivery).

* 1. The Supplier shall also take TUPE implications into consideration when completing Attachment 4 Price Schedule. Attachment 4 Price Schedule has a TUPE section factored in to outline costs involved. Further details regarding TUPE can be found within section 14 ‘Staff and Customer Service’ and Attachment 7 TUPE Information.

# STAFF AND CUSTOMER SERVICE

* 1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
	2. The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
	3. The Supplier shall ensure that staff understand the Buyer’s vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.
	4. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”):
	5. We think TUPE may apply to this Contract because:
* Services which are fundamentally the same as those we are attempting to source under this competition are currently being provided in-house, or by a supplier;
* There are organised groupings of employees delivering services;
* The responsibility for delivering those or comparable services will transfer to the Supplier who is awarded the Call-Off Contract.

* 1. It is up to the incumbent Supplier who is awarded the Call-Off Contract to agree the extent to which TUPE is to apply, during the Mobilisation Period of any Contract that is awarded. Please refer to Attachment 7 TUPE Information for further information.
	2. It is your responsibility to take your own advice and consider whether TUPE is likely to apply and to act accordingly. You are encouraged to carry out your own due diligence exercise.
	3. Based on the assumption that TUPE may apply under this Call-Off Contract, the Buyer is acquiring information relating to the employees of the incumbent suppliers which is detailed within Attachment 7 TUPE Information.
	4. The Buyer does not represent that the TUPE Information is complete or accurate. The Buyer can’t say what effort will be required to deliver the Services.
	5. All the TUPE information is deemed to be strictly confidential and for use solely in connection with the preparation of your bid. Whether the TUPE information is provided to you orally, electronically or in writing, you must not at any time:
* Make use of it for your own purpose;
* Disclose it to any person (except as may be required by law).

# SERVICE LEVELS AND PERFORMANCE

* 1. This section sets out the process for measuring the Supplier’s performance in delivering the service. The KPIs listed in Table 5, below, will be used as the basis for measuring the Supplier’s performance. If the Supplier’s performance falls below that required by each KPI, it shall result in a payment deduction being made.
	2. KPIs and any associated payment deductions are commensurate with their importance to the service provision. The Supplier shall be responsible for all shortfalls against a KPI unless the Supplier can prove that the shortfall(s) occurred as a direct result of the Authority not meeting an associated contractual obligation.
	3. If the Supplier does not meet one or more of the KPIs, the Authority shall make a payment deduction to the next monthly service payment. Payment deductions will not be recoverable by the Supplier.
	4. If the supplier fails to achieve a KPI, the Authority will issue an Improvement Notice to the Supplier. The Supplier will be expected to respond with a Performance Improvement Plan within 5 working days.
	5. In the event the Supplier and the Authority cannot agree on the cause of a shortfall, the matter will be escalated. Only in exceptional circumstances, should require resolution be sought through the Dispute Resolution (DR) procedure.

**Table 5: KPIs and Payment Deductions**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **KPI**  | **Service Area**  | **KPI description**  | **Required** **Performance**

|  |
| --- |
| **(GREEN)** |

 | **Inadequate** **Performance**

|  |
| --- |
| **(RED)** |

 | **Result of noncompliance**  | **For publishing on the** **transparency agenda**  |
| 1  | **Service** **Availability** **(Classroom)**  | Service availability  **(To support classroombased** **service)**  To be reported in the Monthly Service Report (Supplier selfmonitoring)    |  >=95% classroom availability for >=95% of the time  To be measured based on the time the service is available in classrooms measured against the time that the service should be available in classrooms (Standard working hours (Mon-Fri, 0900-1700 GMT excluding public holidays).   |  Less than 95% classroom availability for less than 95% of the time     | For each reporting period, in the event of a shortfall against this KPI, a payment deduction of (95% minus the actual availability achieved) as a percentage shall be deducted from the next monthly service payment.   | Yes  |
| 2  |  **Service** **Availability** **(Field)**   | Service availability  **(To support field-based** **training)**  The service is to be made available in accordance with the scheduled exercises.  |  >=99% availability for the scheduled exercise  To be measured based on the time the service is available measured against the time that the service  |  Less than 99% availability for the scheduled exercise    | For each reporting period, in the event of a shortfall against this KPI, a payment deduction of (99% minus the actual availability achieved) as a percentage shall be deducted from the next monthly service payment.  | Yes  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **KPI**  | **Service Area**  | **KPI description**  | **Required** **Performance**

|  |
| --- |
| **(GREEN)** |

 | **Inadequate** **Performance**

|  |
| --- |
| **(RED)** |

 | **Result of noncompliance**  | **For publishing on the** **transparency agenda**  |
|  |  | Each Exercise routinely lasts approximately four weeks, plus ~1 week in the build phase in the week before the Exercise and ~1 week close down after the exercise, with a requirement for the service to be provided for the full duration.  To be reported in the Monthly Service Report (Supplier selfmonitoring)   | should be available.  |  |  |  |
| 3  | Response time to incidents  | Performance against the response times detailed in section 6 to be reported in the Monthly Service Report (Supplier selfmonitoring).  |  As detailed in section 6, Table 1 – Response Times.   |    | P1 - One KPI Payment Deduction of £1K for each instance. P2 - One KPI Payment Deduction of £800 for each instance. P3 - One KPI Payment Deduction of £600 for each instance.  | Yes  |
| **KPI**  | **Service Area**  | **KPI description**  | **Required** **Performance**

|  |
| --- |
| **(GREEN)** |

 | **Inadequate** **Performance**

|  |
| --- |
| **(RED)** |

 | **Result of noncompliance**  | **For publishing on the** **transparency agenda**  |
|  |  |  |  |  | P4 - One KPI Payment Deduction of £400 for each instance. P5 - One KPI Payment Deduction of £200 for each instance.  |  |
| 4  | Social Value  | To be proposed by the Supplier and negotiated and agreed with the Authority during the transition period. (Supplier selfmonitoring)  |   |   |   | Yes  |

* 1. The Contracting Authority will maintain a record of Supplier adherence to the agreed service level and performance timelines. Any non-adherence will result in a potential payment deduction and performance review meetings between the Contracting Authority and the Supplier to provide explanation as to why the service level agreement was not met. Improvement plans will also be established here.

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

* 1. The supplier staff are to hold security clearances to Security Clearance (SC) level. There is a requirement for DV level clearance for certain aspects of the support.
	2. DBS Certification will potentially be required for engineer access to certain sites.

# PAYMENT AND INVOICING

* 1. Payment will be made monthly in arrears following the submission of the monthly Service Performance report.
	2. Payment for ad hoc tasking, i.e., changes will be based on the contracted Task Order Form and associated agreed Completion Certificate.
	3. Payment will be made via CP&F.

# LOCATION

* 1. The location of the Services will be carried out at the locations specified in section 6 “The Requirement”.

# GOVERNMENT FURNISHED ASSETS

* 1. A list of the facilities/assets that will be provided by the Authority in support of delivering the service is at Annex E – Facilities to be provided by the Authority in support of delivering the service (Government furnished assets).

**Please find below a description of the current services provided by the four extant contracts. The Supplier shall be responsible for developing the services currently being supplied by ACII, ACTION and MRT OpCIS into one network within 12 months of contract award. The service will provide access to Official and Official Sensitive domains through a single log-on.**

# ANNEX A - ACII SERVICES – DESCRIPTION OF CURRENT SERVICE

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX B - ACTION – DESCRIPTION OF CURRENT SERVICE PLUS CHANGES THE LTIS

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX C - MRT OPCIS – DESCRIPTION OF CURRENT SERVICE

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX D - TRISC – DESCRIPTION OF CURRENT SERVICE

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX E - FACILITIES TO BE PROVIDED BY THE AUTHORITY IN SUPPORT OF DELIVERING

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX F – ACII APPLICATIONS

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

Annex G

# ANNEX G – ACTION APPLICATIONS LIST

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

ANNEX H – MRT OPCIS APPLICATIONS LIST

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

Annex I

# ANNEX I – ADDITIONAL SERVICES TASKING ORDER FORM – PROCESS MAP

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# ANNEX J – ADDITIONAL SERVICES TASKING ORDER FORM

**ADDITIONAL SERVICES TASKING ORDER FORM – PART 1**

ORDER NUMBER: 001 (new number to be utilised for each additional Task)

CONTRACT No: TBC

DATE:

TO: [Supplier’s name]

1. Please provide at PART 2 the details of the resources required to carry out the task described below.

1. TASK REQUIREMENT

To provide interim additional support to ………………………………….…………with effect from ………until……………

Tasks to include (more details are provided within the attached Statement of Requirement):

1)

2)

1. Detailed Tasks and timescales are to be agreed with the LTIS Designated Officer. The Supplier is to report on a weekly basis to agree allocation of service priorities and risks in order to deliver services to meet contract requirements.

1. Payment will be based on the approved monthly Statement of Work between the Buyer and the LTIS Designated Officer, T&S, which will be in accordance with the Authority’s T&S policy, will be based on actual costs incurred and agreed with the Authority.

1. Supplier proposed staffing profile (additional resource / goods) and an estimated cost for days and T&S costs is to be supplied in response to this Task at PART 2.

1. All Terms and Conditions relating to the Core Contract apply to Tasking Order Forms

1. LOCATION

1. PERIOD OF TASK…………………. subject to review thereafter.

SIGNATURE ……………………………………………

NAME ……………………………………………(Buyer)

APPOINTMENT ……………………………………………

CONTACT NO ………………………………………..….

**ADDITIONAL SERVICES TASKING ORDER FORM – PART 2**

**ORDER NUMBER:** 001 (new number to be utilised for each additional Task)

CONTRACT No: TBC

DATE:

FROM: [Supplier’s name]

1. It is advised that [Insert Supplier’s name] shall undertake the task detailed in PART 1 of this Order Form, within the timescale indicated, for the following MAXIMUM FIRM PRICE (i.e. the total price at (c) is not subject to any variation):

1. List of roles and SFIA Level No of Days Rate

 Price £

1. Travel Expenses (if applicable) No of Arisings Rate

 Price £

1. Provision of Goods £

1. Total MAXIMUM FIRM PRICE for the task (a+b+c) £

SIGNATURE ………………………………………………………………………..….

NAME ……………………………………………………………………………

APPOINTMENT ……………………………………………………………..………….…

TELEPHONE NO: ………………………………………………………………………….

DATE ……………………………………………………………………………

**ADDITIONAL SERVICES TASKING ORDER FORM – PART 3**

ORDER NUMBER: 001 (new number to be utilised for each additional Task)

CONTRACT No: TBC

TO: [Supplier’s name]

1. To be completed by LTIS Designated Officer or nominated representative)

**DELETE EITHER A OR B AS APPROPRIATE**

* 1. The MAXIMUM firm price offer to undertake Order Number 001 on Contract No TBC is commensurate with the work involved.

 The work should proceed at ……………Hours on……………………………

* 1. The MAXIMUM firm price offer to undertake Order Number 001 on Contract TBC is not commensurate with the work involved.

 SIGNATURE ………………………………………………………………………

 NAME ………………………………………………………………………

 APPOINTMENT ……………………………………..……………………………….

TELEPHONE NO: …………………………………………………………………….

 DATE ………………………………………………………………………

1. In addition to the above confirmation, the following is to be completed by the Buyer’s Commercial Branch.

**DELETE EITHER A OR B AS APPROPRIATE**

* 1. The MAXIMUM firm price offer to undertake Order Number 001 on Contract No TBC is accepted as an Additional Services Task.

* 1. The MAXIMUM firm price offer to undertake Order Number 001 on Contract No TBC is not accepted as an Additional Services task.

 SIGNATURE ……………………………………………………………………

 NAME ……………………………………………………………………

 APPOINTMENT ……………………………………………………………………

 TELEPHONE NO: ……………………………………………………………………

 DATE ……………………………………………………………………

**Attachment 2 – Charges and Invoicing**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**Part A – Milestone Payments and Delay Payments**

Not Applicable

**Part B – Service Charges**

Will be paid monthly in arrears (12 equal payments per year).

**Part C –** **Supplier Personnel Rate for Additional Service Taskings**

|  |  |  |
| --- | --- | --- |
| **Contract Year** | **Day Rate (£)** | **Weekend Rate (£)** |
| 1 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 2 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 3 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 4 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 5 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

Years 4 and 5 are indicative and subject to VoP in year 3

**Part D – Risk Register**

Not applicable. Risks to be reported on a monthly basis within the Monthly Service Report and at the monthly Service Review Meetings.

**Part E – Early Termination Fee(s)**

See Call-Off Terms Clause 36.2.1

Where the Buyer terminates the contract, as set out in Call-Off Terms clause 36.2.1, the Buyer shall pay the Supplier fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

The Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination due to convenience of the Contract, subject to:

a. The Supplier taking all reasonable steps to mitigate such loss; and

b. The Supplier submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Supplier as a result of the termination of the contract or relevant part.

The Buyer’s total liability under the provisions of this Condition shall be limited to the total price of the Supplier Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Supplier at the date of termination.

Claims for payment under this Condition shall be submitted in accordance with the Buyer’s direction.

**Attachment 3 – Outline Implementation Plan**

Not applicable.

| **KPI** | **Service Area** | **KPI description** | **Required Performance****(GREEN)** | **Inadequate Performance****(RED)** | **Result of non-compliance (limited to 5% of the total contract price)** | **For publishing on the transparency agenda** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | **Service Availability (Classroom)** | Service availability**(To support classroom-based service)**To be reported in the Monthly Service Report (Supplier self-monitoring) | >=95% classroom availability for >=95% of the timeTo be measuredbased on the time the service is available in classrooms measured against the time that the service should be available in classrooms(Standard working hours (Mon-Fri, 0900-1700 GMT excluding public holidays). | Less than 95% classroom availability for less than 95% of the time | For each reporting period, in the event of a shortfall against this KPI, a payment deduction of (95% minus the actual availability achieved) as a percentage shall be deducted from the next monthly service payment. | Yes |
| 2 | **Service Availability (Field)** | Service availability**(To support field-based training)**The service is to be made available in accordance with the scheduled exercises.Each Exercise routinely lasts approximately four weeks, plus ~1 week in the build phase in the week before the Exercise and ~1 week close down after the exercise, with a requirement for the service to be provided for the full duration.To be reported in the Monthly Service Report (Supplier self-monitoring) | >=99% availability for the scheduled exerciseTo be measuredbased on the time the service is available measured against the time that the service should be available. | Less than 99% availability for the scheduled exercise | For each reporting period, in the event of a shortfall against this KPI, a payment deduction of (99% minus the actual availability achieved) as a percentage shall be deducted from the next monthly service payment. | Yes |
| 3 | Response time to incidents | Performance against the response times detailed in section 6 to be reported in the Monthly Service Report (Supplier self-monitoring). | As detailed in section 6, Table 1 – Response Times. |  | P1 - One KPI Payment Deduction of £1K for each instance.P2 - One KPI Payment Deduction of £800 for each instance.P3 - One KPI Payment Deduction of £600 for each instance.P4 - One KPI Payment Deduction of £400 for each instance.P5 - One KPI Payment Deduction of £200 for each instance. | Yes |
| 4 | Social Value | To be proposed by the Supplier and negotiated and agreed with the Authority during the transition period.(Supplier self-monitoring) |  |  |  | Yes |

**Critical Service Level Failure**

A critical service level failure is defined as a LTIS outage of 72 hours subject to the conditions detailed within paragraph 15.2 of the Statement of Requirements.

See Critical Service Level Failure Attachment 5a Call-Off Terms RM6100 Lots 2-3 and 5 v3

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

### The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

**Part A – Key Supplier Personnel**

 TBC

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

**Part B – Key Sub-Contractors**

The Supplier will not be using any sub-contractors to meet the obligations of the contract.

**Attachment 6 – Software**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third-Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

**Part A – Supplier Software**

The Supplier Software includes the items listed in Annex F to the Statement of Requirements

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/****Expiry** |
| Password Reset Tool | DXC (Ent Srv) | Bulk password reset in classroom | 10,000 | None | Virtual | Non-COTS | Life of contract |

**Part B – Third Party Software**

The Third-Party Software is at Annexes F,G and H of the SOR.

**Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

**PART A – CREDIT RATING THRESHOLD**

|  |  |  |
| --- | --- | --- |
| **Entity** | **Credit Rating (long term)***(insert credit rating issued for the entity at the Commencement Date)* | **Credit Rating Threshold***(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| ***Supplier*** | Company Watch “H Score” | >25 |

**PART B – RATING AGENCIES**

* [Rating Agency 1 (e.g Standard and Poors)]
	+ Credit Rating Level 1 = [AAA]
	+ Credit Rating Level 2 = [AA+]
	+ Credit Rating Level 3 = [AA]
	+ Credit Rating Level 4 = [AA-]
	+ Credit Rating Level 5 = [A+]
	+ Credit Rating Level 6 = [A]
	+ Credit Rating Level 7 = [A-]
	+ Credit Rating Level 8 = [BBB+]
	+ Credit Rating Level 9 = [BBB]
	+ Credit Rating Level 10 = [BBB-]
	+ Etc.
* [Rating Agency 2 (e.g Moodys) ]
	+ Credit Rating Level 1 = [Aaa]
	+ Credit Rating Level 2 = [Aa1]
	+ Credit Rating Level 3 = [Aa2]
	+ Credit Rating Level 4 = [Aa3]
	+ Credit Rating Level 5 = [A1]
	+ Credit Rating Level 6 = [A2]
	+ Credit Rating Level 7 = [A3]
	+ Credit Rating Level 8 = [Baa1]
	+ Credit Rating Level 9 = [Baa2]
	+ Credit Rating Level 10 = [Baa3]
	+ Etc.
* [Rating Agency 3 (etc.) ]
	+ Credit Rating Level 1 = [XXX]
	+ Etc.
* Attachment 8 – Governance

**PART A – SHORT FORM GOVERNANCE**

Governance requirements are set out in the Statement of Requirements (SOR).

**PART B – LONG FORM GOVERNANCE**

Not Applicable

**Attachment 9 – Schedule of Processing, Personal Data and Data Subjects**

**Not Applicable**

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are: Not applicable
			2. The contact details of the Supplier’s Data Protection Officer are: Not applicable.
			3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
			4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | Not applicable |
| Duration of the processing | Not applicable |
| Nature and purposes of the processing | Not applicable |
| Type of Personal Data | Not applicable |
| Categories of Data Subject | Not applicable |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under union or member state law to preserve that type of data | Not applicable |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| As agreed with the Authority’s Contract Management Team | KPIs | As agreed with the Authority’s Contract Management Team | Quarterly |

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**

Please refer to section C of this Order Form.

**Annex 2 – Supplier Response**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

1. Replacements may be sourced from alternative manufacturers. [↑](#footnote-ref-1)