

RM6100 Technology Services 3 Agreement Framework Schedule 4 – Annex 1 Lots 2, 3 and 5 Order Form

Order Form

The order form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Byers 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 of 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-Subcontractors
- 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



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

- 1.1 The Framework, except Framework Schedule 18 (Tender)
- 1.2 The Order Form
- 1.3 The Call-Off Terms; and
- 1.4 Framework Schedule 18 (Tender)

Section A General Information

Contract Details	
Contract Reference:	CPD4124169
Contract Title:	DLUHC ServiceDesk Support Services
Contract Description	Service Desk Support for 3 years with optional further 1 + 1 years
Contract Anticipated Potential Value:	Estimated maximum ceiling £15,000,000.00 _(excl. VAT) (initial term + optional extensions)
Estimated Year 1 Charges:	<redacted></redacted>
Commencement Date:	15 th March 2024
Contract Details	
Buyers Organisation Name	Department for Levelling Up, Housing and Communities (DLUHC)
Billing Address	<redacted></redacted>
Buyer Representative Name	<redacted></redacted>
Buyers Representative Contact Details	<redacted></redacted>
Buyer Project Reference	CPD4124169



Supplier Details	
Supplier Name	Little Fish (UK) Limited
Supplier Address	Price House 37 Stoney Street Nottingham NG1 1LS
Supplier Representative Name	<redacted></redacted>
Supplier Representative Contact Details	<redacted></redacted>
Order Reference Number or the Supplier's Catalogue Service Offer Reference Number	Not applicable
Guarantor Details	
Guarantor Company Name	Not applicable
Guarantor Company Number	Not applicable

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

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

OPERATION SERVICE

- a. End User Services X
- 3. b. Operational Management
 - c. Technical Management
 - d. Application and Data Management
- 4. SERVICE INTEGRATION AND MANAGEMENT



Part B - The Services Requirement

Commencement Date: 15/03/2024 and charges apply from 01/04/2024

Contract Period

Lot	Maximum Term (Including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term (Months) 36 Months

Extension Period (Optional) (Months) 2 x 12 Months

Minimum Notice Period for Exercise of Termination Without Cause (Calendar Days) see Clause 35.1.9 of the Call-Off

90 Days

Sites for the Provision of the Services

The Supplier shall provide the Service from the following Sites:

Buyer Premises: See Appendix E

Price House 37 Stoney Street Nottingham NG1 1LS

Supplier Premises:

Terms

Steel City House West Street Sheffield S1 2GQ

Third Party Premises: Not applicable

Buyer Assets

Not applicable



Additional Standards

The Supplier must be accredited to ISO9001 and ISO27001 as well as hold the Cyber Essentials Plus Qualification. These will be audited at least on a yearly basis or as DLUHC deems necessary with reasonable notice (see Security Schedule 3 in Alternative Clauses and Appendix G).

The Supplier must be working towards ISO20000 and must provide timescales for obtaining this accreditation.

Buyer Security Policy

<REDACTED>

Buyer ICT Policy

ICT policies to be made available via policy SharePoint, as part of the transition process.

Insurance

Third Party Public Liability Insurance (£) - £1,000,000.00

Professional Indemnity Insurance (£) - £1,000,000.00

Buyer Responsibilities

Not applicable

Services

Service Desk Support

Governance - Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X
Part B – Long Form Governance Schedule	

The Part selected above shall apply this contract.



Change Control Procedure - Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	X
Part B – Long Form Change Control Schedule	

The Part selected above shall apply this contract.

Section C

Part A – Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4) Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	Х
S2: Testing Procedures	Х
S3: Security Requirements (Part B)	Part B
S4: Staff Transfer	N/A
S5: Benchmarking	Х
S6: Business Continuity and Disaster Recovery	Х
S7: Continuous Improvement	X
S8: Guarantee	N/A
S9: MOD Terms	N/A

Part B - Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	X
C2: Security Measures	X
C3: Collaboration Agreement	N/A



Part C - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	N/A
Northern Ireland Law N/A	
Joint Controller Clauses	N/A

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.

Part B – Additional Information Required for Additional Schedules/ Clauses in Part A

Additional Schedule S3 (Security Requirements)

See Appendix G

Additional Schedule S4 (Staff Transfer)

Not applicable

Additional Clause C1 (Relevant Convictions)

As stated in relevant Schedule C1

Additional Clause C3 (Collaboration Agreement)

Not applicable

Section D Supplier Response

Commercially Sensitive Information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive information in the Contract.

<REDACTED>



Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	<redacted></redacted>
Job Role/ Title	<redacted></redacted>
Signature	<redacted></redacted>
Date	19/03/2024

For and on behalf of the Buyer

Name	<redacted></redacted>
Job Role/ Title	<redacted></redacted>
Signature	<redacted></redacted>
Date	21/03/2024

Attachment 1 – Services Specification

As per Appendix B "Specification" of the original ITT pack issued on 18/03/2023.

Attachment 2 - Charges and Invoicing

<REDACTED>

All new charges will apply from 1st April 2024.

Please note, if transition is delayed, the new pricing will still apply from the 1st April 2024.

Part A – Milestone Payments and Delay Payments

Not applicable



Part B – Service Charges – See Appendix D Price Schedule

Little Fish response dated 02^{nd} November 2023

Mandatory Service 1.1/ 1.2 and 1.3

<REDACTED>

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Please refer to Appendix D (Pricing Schedule)