

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

PART A: Further Competition Order Form Template

CALL-OFF REFERENCE: ITT_1193

THE BUYER: The Secretary of State for Education

BUYER ADDRESS 20 Great Smith St, Westminster, London
SW1P 3BT

SUPPLIER REFERENCE [REDACTED]

THE SUPPLIER: Exponential-e Limited

SUPPLIER ADDRESS: 100 Leman St, London E1 8EU

REGISTRATION NUMBER: 04499567

DUNS NUMBER: 640961145

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st May 2022.

It is issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1 – Data Access Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3808

3. The following Schedules in equal order of precedence:

- Joint Schedules for framework reference number RM3808
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **ITT_1193**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)]
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

6. Call-Off Schedule 4 (Call-Off Tender)

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

CALL-OFF SPECIAL TERMS

N/A

CALL-OFF START DATE

31st May 2022

CALL-OFF EXPIRY DATE

30th May 2025

CALL-OFF INITIAL PERIOD

3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 12 months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 days

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is:

[REDACTED]

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

The Supplier shall submit electronic invoices to the Buyer monthly in arrears, directly to the billing address(es) as per the Buyer's order. The Supplier shall invoice the Buyer for Goods and for Services in accordance with Call-Off Schedule 5 (Pricing Details). Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

[REDACTED] and [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Deputy Director, Infrastructure & Platforms

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

ADDITIONAL INSURANCES

None.

GUARANTEE

The Financial Viability Risk Assessment completed by the Buyer on the Supplier has provided the necessary financial information to confirm the Supplier's financial stability without the need to provide an additional Guarantee.

SOCIAL VALUE COMMITMENT

See Call-Off Schedule 4 (Call-Off Tender)

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit) will apply to every Contract

QUALITY PLAN

The Quality Plan elements will be included in the Implementation Plan which will be provided within 20 working days of contract start.

The supplier project managers are PRINCE2 and AGILE and all services are underpinned by 9 ISO accreditations, including ISO9001, ISO27001 and ISO14001, all of which will be maintained throughout the contract.

MAINTENANCE OF ICT ENVIRONMENT

The Supplier shall provide a Maintenance Schedule to the Buyer for Approval within 10 Working Days of the contracted solution being accepted as a live environment

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part B, the Supplier shall prepare and deliver a bespoke BCDR Plan for the Buyer's written approval within 3 months of the contract Start Date.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies.

BUYER'S SECURITY POLICY

See details in Call-Off Schedule 9 (Security) Annex A

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Requirements per Call-Off Schedule 9

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits)

The required Service Maintenance Level is SML4

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is 36 Month(s).

PERFORMANCE MONITORING

See details in Call-Off Schedule 14 (Service Levels) Part C and Annex 1 to Part C.

Additional performance monitoring required:

No

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Account Director

[REDACTED]

Exponential-e Ltd, 100 Leman St, London E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Head of Public Sector Bid Management

[REDACTED]

Exponential-e Ltd, 100 Leman St, London E1 8EU

PROGRESS REPORT FREQUENCY

As described in Call-Off Schedule 1 (Transparency Reports), frequency to be agreed prior to contract award.

PROGRESS MEETING FREQUENCY

To be agreed prior to contract award.

OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established.

KEY STAFF

[REDACTED]

Head of Service Management

Email: [REDACTED]

Tel: 0203 962 2520

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Commercial information relating to professional services day rates, discount structures, preferential pricing secured for this specific contract from vendors and distribution suppliers.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Information which enables the reader to identify specific personnel, contact details, titles, roles and locations of work.

Details (incl. volumes) of security procedures, security checked personnel, security tools, facilities, technical specifications, product technology / development roadmaps and BCDR plans.

Commercially sensitive information shall be held confidential for the period of the duration of the contract including any contract extensions.

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |