

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



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:

Disclosure and Barring Service (DBS) part of the Home Office (HO)

Billing address

Home Office Shared Service Centre [REDACTED TEXT]

Tel: [REDACTED TEXT]
Fax: [REDACTED TEXT]

Email: [REDACTED TEXT]

VAT Number [REDACTED TEXT]

With a copy to such other person and at such place as the Authority may notify to IBM from time to time, such other recipients currently being:

[REDACTED TEXT] [REDACTED TEXT]

Customer representative name

Day-to-Day: [REDACTED TEXT] Commercial: [REDACTED TEXT]

Customer representative contact details

Email Address: [REDACTED TEXT]
Telephone Number: [REDACTED TEXT]
Mobile Number: [REDACTED TEXT]

Email Address: [REDACTED TEXT]
Email Address: [REDACTED TEXT]
Telephone Number: [REDACTED TEXT]



Supplier details

Supplier name

IBM United Kingdom Limited

Supplier address

IBM SouthBank [REDACTED TEXT]

Supplier representative name

[REDACTED TEXT]

Supplier representative contact details

Email Address: [REDACTED TEXT]
Telephone Number: [REDACTED TEXT]

Order reference number

[REDACTED TEXT]

Section B Overview of the requirement

| Framework Lot under which this Order is being placed | | Customer project reference |
|------------------------------------------------------|--|------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | | CCZN17A23 |
| 2. TRANSITION & TRANSFORMATION | | Call Off Commencement Date |
| 3. OPERATIONAL SERVICES | | 29 th March 2018. |
| 4. PROGRAMMES & LARGE PROJECTS | | |
| a. OFFICIAL | | |
| a. SECRET (& above) | | |

Call Off Contract Period (Term)

| 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 | 36 (3) | - | 5 |
| 4 | 60 (5) | 12 + 12 = 24 (1 + 1 = 2) | 7 (5+1+1) |

Call Off Initial Period

24 Month Term consisting of a;

- 1 month transition period commencing 1st April 2018.

Call Off Extension Period (Optional)

24 Month Term consisting of a one year plus one year optional extension period, broken down as follows;

- 1st April 2020 until 31st March 2021.



- Twenty three (23) month term commencing 1st May until 31st March 2020.
- 1st April 2021 until 31st March 2022.

Minimum Notice Period for exercise of Termination Without Cause [REDACTED TEXT] (Calendar days)

Additional specific standards or compliance requirements [REDACTED TEXT]

Customer's ICT and Security Policy [REDACTED TEXT]

Security Management Plan [REDACTED TEXT]

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.

Provision of ITSM Support Services for DBS

[REDACTED TEXT]

Location/Site(s) for provision of the Services:

The IBM team will provide the support service from two sites.

[REDACTED TEXT]

[REDACTED TEXT]



| Additional Clauses (see Annex 3 of Framework Schedule 4) Those Additional Clauses selected below shall be incorporated into this Call Off Contract | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Applicable Call Off Contra | ct Terms | | Optional Clauses Can be selected to apply to any Order | |
| Tick any applicable boxes below | | | Tick any applicable boxes below | |
| A: SERVICES - Mandatory Lot 3 (Lot 4a + 4b where Lot 3 included) | services are | \boxtimes | C: Call Off Guarantee | |
| A: PROJECTS - Optional Lots 1 and 2 | | | D: Relevant Convictions | |
| A1: Testing | | | E: Security Requirements | |
| A2: Key Personnel | | | F: Collaboration Agreement Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F) | |
| B: SERVICES - Optional Lots 3 and 4a and 4b | | | G: Security Measures | |
| B1: Business Continuity and Di Recovery | isaster | \boxtimes | H: MOD Additional Clauses | |
| B2: Continuous Improvement & Benchmarking | k k | | 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 En | vironment | | Tick any applicable boxes below | |
| B5: Supplier Request for Increa | | | Scots Law Or | |
| B6: Indexation | | | Northern Ireland Law | |
| B7: Additional Performance Mo Requirements | onitoring | | Non-Crown Bodies | |
| | | | Non-FOIA Public Bodies | |
| Collaboration Agreement (see Call Off Clause F) | | | | |
| to collaborate | delivered from | the | Supplier to the Customer within the | t |
| (Collaboration Suppliers) stated number of Working Not Applicable. Commencement Date OR | | | Vorking Days from the Call Off | |



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

Licensed Software

Supplier Software [REDACTED TEXT] **Third Party Software** [REDACTED TEXT]

Customer Property

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 (see Call Off Clause 21) None nominated

Call Off Contract Charges and Payment Profile

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)

Call Off Initial Period

24 Month Term consisting of a;

- 1 month transition period
- commencing 1st April 2018. Twenty three (23) month term commencing 1st May 2018 until 31st March 2020.

Call Off Extension Period (Optional)

24 Month Term consisting of a one year plus one year optional extension period, broken down as follows;

- 1st April 2020 until 31st March 2021.
- 1st April 2021 until 31st March 2022.
- 1. Services provided under this contract will be delivered at up to a maximum price of £10,061,383.72, assuming both extension options are taken up broken down as follows;
 - Remains FIRM for the initial period of the Contract and any extension(s) to it.
 - Includes Expenses.
 - Excludes VAT.

[REDACTED TEXT]

| Undisputed Sums Limit (£) Insert right (see Call Off Clause 31.1.1) | [REDACTED TEXT] |
|------------------------------------------------------------------------------------------------|-----------------|
| Delay Period Limit (calendar days) Insert right (see Call Off Clause 5.4.1(b)(ii)) | Not Applicable. |
| Estimated Year 1 Call Off Contract Charges (£) For Call Off Contract Periods of over 12 Months | [REDACTED TEXT] |

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 (£)

[REDACTED TEXT]

Professional Indemnity Insurance (£)

[REDACTED TEXT]

Transparency Reports (see Call Off Clause 23.4)

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)

Not Applicable.

Where applicable insert right

Implementation Plan

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

[REDACTED TEXT]

BCDR (see Call Off Clause B1)

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 – from the Call Off Commencement Date (Working Days)

Where applicable insert right

[REDACTED TEXT]

Disaster Period (calendar days)

Supplier Equipment (see Call Off Clause B3)

X - Service Failures (number)
Where applicable insert right

Not Applicable.

Y – Period (Months)

Where applicable insert

Not Applicable.

rial

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

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

Key Personnel [REDACTED TEXT]

Customer Responsibilities

[REDACTED TEXT]

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)

Not Applicable.

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

Not Applicable. Not Applicable.



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

Service Levels

[REDACTED TEXT]

Service Credits

[REDACTED TEXT]
Service Credit Cap

[REDACTED 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 information

N/A

Total contract value

Services provided under this contract will be delivered at up to a maximum price of £10,061,383.72, assuming both extension options are taken up broken down as follows;

- Remains FIRM for the initial period of the Contract and any extension(s) to it.
- Includes Expenses.
- Excludes VAT.

[REDACTED TEXT]

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

| Name | [REDACTED TEXT] |
|----------------|-----------------|
| Job role/title | [REDACTED TEXT] |
| Signature | [REDACTED TEXT] |
| Date | [REDACTED TEXT] |

For and on behalf of the Customer



| Name | [REDACTED TEXT] |
|----------------|-----------------|
| Job role/title | [REDACTED TEXT] |
| Signature | [REDACTED TEXT] |
| Date | [REDACTED TEXT] |