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 15/06/2021 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/rm1234. 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.

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: | |
| Contract Title: | 2MS Networking Cable Services |
| Contract Description: | This contract is to provide DEFRA with onsite network cabling services at 2 Marsham Street (2MS) and at other sites as may be necessary. The scope of the network cabling services shall include the following activities and as detailed in Appendix 1 – Services Specification which includes the catalogue. Resident on-site engineer Site Surveys for wired and wireless connectivity requirements. Supply and installation of copper and fibre cabling infrastructure. Installation of wireless access points. Supply and installation of associated infrastructure including; containment, cabinets, PDU's, UPS etc. Moves, Adds and Changes of cabling infrastructure. Escorting of DEFRA 3rd party suppliers / contractors around 2MS for ICT requirements. Cabling fault investigation and repair. Audits and comms room tidy ups. Ad hoc Project works and project |
| | management of DEFRA requests for onsite resource tasks. |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | |
| Estimated Year 1 Charges: | |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 1st April 2024 |
| Buyer details | |

Buyer details

Buyer organisation name

Department for Environment, Food and Rural Affairs, 2 Marsham Street, London SW1P 4DF.

Billing address

Your organisation's billing address - please ensure you include a postcode Accounts Payable (Defra), SSCL, PO Box 797, Newport, Gwent, NP10 8FZ

Buyer representative name

The name of your point of contact for this Order

Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Buyer Project Reference Please provide the customer project reference number.

Supplier details

Supplier name The supplier organisation name, as it appears in the Framework Agreement ITM Communications Ltd

Supplier address Supplier's registered address 41 Alston Drive, Bradwell Abbey, Milton Keynes, Buckinghamshire, MK13 9HA

Supplier representative name The name of the Supplier point of contact for this Order

Supplier representative contact details Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Order reference number or the Supplier's Catalogue Service Offer Reference Number A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name The guarantor organisation name

Not Applicable

Guarantor Company Number Guarantor's registered company number

Not Applicable

Guarantor Registered Address Guarantor's registered address

Not Applicable

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

| 1. | TECHNOLOGY STRATEGY & SERVICES DESIGN | |
|----|---------------------------------------|---|
| 2. | TRANSITION & TRANSFORMATION | |
| 3. | OPERATIONAL SERVICES | |
| | a: End User Services | |
| | b: Operational Management | |
| | c: Technical Management | X |
| | d: Application and Data Management | |
| 5. | SERVICE INTEGRATION AND MANAGEMENT | |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

| Lot | Maximum Term (including Initial Term and Extension Period) – Months (Years) | |
|-----|--|--|
| 3c | 36 (3) | |
| | | |
| | | |

Initial Term 19 Months

Extension Period (Optional)

Minimum Notice Period for exercise of Termination Without Cause 90

(Calendar days) Insert right (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third-party premises.

The Supplier shall provide the Services from the following Sites: **Buyer Premises:**

2 Marsham Street, London, SW1P 4DF (2MS). And other sites as may be necessary.

Supplier Premises:

Not applicable

Third Party Premises:

Not applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms Not Applicable

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

All ITM Communications Ltd resources that provide onsite services at 2MS must hold at a minimum an SC clearance.

Abides by all regulatory or mandatory industry standards, as well as any specific standards required by a service or system supplier, in order for a system or service to be bought into operation. The detailed design, installation and testing of the cable shall comply with all applicable UK Standards and Statutory Requirements including, but not restricted to:

- BS6701:2016+A1:2017*: Telecommunications equipment and telecommunications cabling Specification for installation, operation and maintenance
- BS ISO/IEC 11801-1-6:2017 Information technology Generic Cabling for Customer Premises:
 - -1 General Requirements
 - -2 Office Premises
 - -3 Industrial Premises
 - -5 Data Centres
 - -6 Distributed Building Systems
- BS EN 50173-1:2018 Information technology Generic cabling systems General requirements
- BS EN 50173-2:2018 Information technology. Generic cabling systems. Office premises
- BS EN 50173-3:2018 Information technology. Generic cabling systems. Part 3: Industrial premises
- BS EN 50173-5:2018 Generic cabling systems Data centres
- BS EN 50174-1 2018: Information technology Cabling installation Part 1: Specification and quality assurance
- BS EN 50174-2 2018: Information technology Cabling installation Part 2: Installation planning and practices inside buildings
- BS EN 50174-3: Information technology Cabling installation Part 3: Installation planning and practices outside buildings
- BS EN 50346: Information technology Testing of installed cabling
- BS EN 50310: Application of equipotential bonding and earthing in buildings with information technology equipment

All products installed as relevant to:

- BS EN 13501-2:2016 Fire classification of products and building elements (Construction Product Regulations CPR305/2011)
- Health and Safety at Work, etc. acts 1974 (HSAW) including but not limited to:
 - Management of Health and Safety at Work Regulations
 - o Workplace (Health, Safety and Welfare) Regulations
 - o Provision and Use of Work Equipment Regulations
 - Personal Protective Equipment at Work Regulations
 - o Manual Handling Operations Regulations
 - Construction (Design Management) Regulations

FIA Accredited Installer is required to comply with strict criteria and must apply the relevant elements of the FIA Risk Reduction Index to all work. These can be viewed at <u>www.fia-online.co.uk/AIS/eais01a-99-index.htm</u>.

FIRE PERFORMANCE OF TELECOMMUNICATIONS CABLES

For new installations and the refurbishment or extension of existing installations, cables installed in the spaces bounded by the external fire barriers of buildings and other structures shall meet the following requirements:

a) installation cables (as defined in Clause 3 of BS6701:2016+A1:2017) shall, as a minimum, meet the requirements of EuroClass Cca-s1b, d2, a2, in accordance with BS EN 13501-6; and

b) all other telecommunications cables shall, as a minimum, either:

- 1) meet the requirements of EuroClass Eca, in accordance with BS EN 13501-6; or
- 2) meet the recommended requirements of BS EN 60332-1-2.

The installation of cables penetrating the external fire barrier of buildings shall conform to the BS EN 50174 series of standards

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

All ITM Communications Ltd resources that provide onsite services at 2MS must hold at a minimum an SC clearance.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

To comply with Defra Group policies

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Provision of access to all service areas

Provision of customer specific IT equipment required to complete the Service e.g., laptop Provision of accounts for any DEFRA owned IT systems that may need updating during the Service delivery. E.g., email or database.

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

| 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

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

| 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. 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 1.3.2 (a), the figure shall be £[Not Applicable]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[Not Applicable].

Section C

Part A - Additional and Alternative Buyer Terms

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

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

| 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

Guidance Note: Tick any applicable boxes below

| 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

Guidance Note: Tick any applicable boxes below

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.

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

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not Applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

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 – *use specific references to sections rather than copying the relevant information here.*

[None]

Section E Contract Award

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

SIGNATURES



Services

Detailed below are the following schedules:

- Schedule of Envisaged DEFRA Requirements
 Schedule of Services to be Provided by the Supplier

| 1. Schedule of Envisaged Requirements | | |
|---------------------------------------|---|--|
| Req. No # | Envisaged Requirements | |
| 1 | Support DEFRA 3 rd Party suppliers / contractors in installing new Lan equipment and in maintenance visits. | |
| 2 | Provide secure facility to store spare LAN devices and accept delivery ready for DEFRA suppliers to install, unless agreed where the Supplier can install equipment ready for 3 rd Party supplier / contractor to configure and connect. DEFRA shall also provide an onsite storage area in 2MS for required onsite stock to ITM. | |
| 3 | Provide cabling installation services for a new DEFRA location within 2MS – to include patch panel cabling and building cabling, fibre or CAT 5E/ 6/ 6A along with installation of cabling to router and LAN equipment. Patching to floor ports and includes testing of installed cabling. DEFRA 3 rd Party suppliers / contractors will be responsible for LAN equipment install in racks and configuration. | |
| 4 | ITM resource shall remove cabling within computer room(s) and comms cabinets within 2MS on request from DEFRA. DEFRA 3 rd Party suppliers / contractors will decommission LAN equipment. | |
| 5 | Provision, installation and co-ordination of 3 rd party supplier maintenance of UPS equipment where contracts exist for DEFRA IT equipment located in computer rooms. | |
| 6 | Provision of site surveys, and consultancy on the requirement and specifications of cabling. This includes basic Wi-Fi surveys. A basic survey would be for small deployments to assess any infrastructure requirements. Note: Full Wi-Fi Survey with heat maps, spectrum analysis and design to be an additional chargeable service as requires a different Engineering skill set. Handled as an Ad hoc project requirement. | |
| 7 | Provide support to DEFRA suppliers in LAN configuration including escorting duties and accessing computer rooms. | |
| 8 | Out of hours support will be subject to additional approved Change Control Note (CCN). | |
| 9 | Provide support to DEFRA teams for network and user migration activities. | |
| 10 | Support for site power downs. | |
| 11 | Update any existing documentation related to the requested services by DEFRA to reflect changes undertaken by ITM onsite engineer. | |
| 12 | Service Review - Held with ITM Project Managerand (or) ITM Service Manager and DEFRA staff on a quarterly basis. | |

| 2. | 2. Schedule of Services to be Provided by the Supplier | |
|----|--|---|
| ID | Service | Description of Service and Deliverables |
| 1 | Onsite Managed Service | This service must be commissioned via the Change Control Procedure |
| | | Provision of resident engineer at 2MS to complete a range of BAU support tasks including, but not limited to: cabling and LAN equipment moves and changes, expansion or reduction in LAN infrastructure, escorting within comms room, floor patching, installation of additional cabinets, power, switch installation or decommissioning. |
| | | Ongoing monthly charge. Minimum 12 month period |
| | | Supply of any materials required to complete any of the above tasks shall be chargeable separately at cost plus 10% margin. |

| 2 | Project Work | Ad hoc Project Works as may be required from time to time. |
|---|-----------------------------------|---|
| | | Quotations shall be compiled using the catalogue, where possible, and must be authorised by both the Stakeholder and the Buyer's approved authorised person prior to the commencement of any Project Works. |
| | | The ad hoc project shall be commissioned through the project initiation document (PID), a template of which is attached as appendix A to this contract. |
| | | Supply of any materials required to complete any project works shall be chargeable separately at cost plus 10% margin. |
| 3 | Optional Out of Hours Services | For the provision of Out of Hours Services. |
| | | Ongoing monthly charge for BAU support / Fault Calls. |
| | | Supply of any materials required to complete any of the above works shall be chargeable separately at cost plus 10% margin. |

Service Assumptions / Notes

| Data Outlet Move | The onsite engineer will undertake works as directed by the DEFRA approved representative to move an RJ45 data outlet from one location to a new location as advised. Any existing documentation will be updated as part of this process. | | |
|-------------------------|---|--|--|
| | Assumptions: | | |
| | Outlet will reach new location. | | |
| | Floor box and tile pre-cut at new location. | | |
| | No parts required. | | |
| | Works can be competed safely by a single engineer. | | |
| Data Outlet Addition | The onsite engineer will install a single data outlet to a specified location and test. Any existing documentation will be updated to reflect this change. | | |
| | Assumptions: | | |
| | Floor box and tile precut at new location. | | |
| | Parts required will be charged separately. | | |
| | Works can be competed safely by a single engineer. | | |
| Data Outlet Removal | The onsite engineer will when requested remove a redundant outlet and pull the cable back from its source location. It can then be removed from the patch panel or coiled and left labeled as spare for source xx. Any existing documentation would be updated to reflect the change. | | |
| | Assumptions | | |
| | Route has no obstructions that could cause a risk to other services. | | |
| | Works can be completed by a single engineer. | | |
| Cabling fault | The onsite engineer will when requested investigate a reported fault and then invoke the necessary repair or assist in identifying another link that could restore service. | | |
| | Assumptions | | |
| | The fault is a simple fault i.e., broken outlet, patch lead etc. | | |
| | • Faults in the midspan of the cable may require additional works and scheduling. | | |
| | Materials required will be charged separately. | | |
| | Works can be competed safely by one engineer. | | |
| Local Site | The onsite engineer will when requested undertake a survey to assess the suitability | | |
| Survey | and capacity for planned works at the 2MS. They will identify any routes, specialist | | |
| | requirements to be completed by others e.g., diamond drilling, firestopping, tile cutting, and any material required. A quotation will be provided to the team for the works as | | |
| | a project request proposal. | | |
| | | | |

| Patching | The onsite engineer will when requested undertake any patching required by the DEFRA team. Any patches made / removed will be recorded. Note – to maintain accurate patching records this needs to be included as part of the change management process that also includes access to comms rooms and patching schedules. |
|--|--|
| Project Works (Ad hoc) and Management | Co-ordination of project works in conjunction with ITM Project Manager when required. Usually this would follow a quotation for additional works where extra resource has been procured to undertake project works that have been requested by DEFRA e.g., team of engineers to run an external fibre between buildings or a team completing a weekend move. |
| Smart Hands | Installation of network hardware with scripted base configuration |
| Service Review | Held with onsite engineer, ITM Operations Manager and DEFRA staff on a quarterly basis. |

Notes.

- All ITM resources that provide services at 2MS shall hold at a minimum an SC clearance.
- We have assumed that ITM engineers involved in this service shall not require POISE laptops.
- Due to the shared nature of the 2MS site, ITM shall coordinate service delivery to DEFRA to align with requests from other departments including Home Office and DHLUC. This approach shall be maintained whenever possible in order to harmonise service requests in shared areas and also to improve value for money.
- The catalogue prices in Part B shall apply for all requirements outside of the scope of the monthly BAU charge i.e., projects.
- Supply of any materials required to complete any of the services shall be chargeable separately at cost plus 10% margin.

Attachment 2 – Charges and Invoicing

Part A – Monthly Payments

Managed Services Charges



Part B – Supplier Catalogue for Calculation of Time and Materials Charges

The catalogue below details the range of services to be provided to the buyer from time to time on an as required basis.

| • | | | |
|---|--|--|--|



Attachment 3 – Service Levels and Service Credits

Service Levels

Targeted Next Business Day for simple faults e.g., outlet of patch lead where the Supplier has responsibilities, subject to:

- Spares availability
- Engineer availability
- Site access availability
- Buyer supply of any specific configurations
- DEFRA supplier being on site within time, and, if applicable, with relevant equipment/ supplies that aren't the responsibility of the Supplier – specifically data switches where DEFRA suppliers will configure though the supplier may be asked to install ready for the DEFRA supplier to configure 24/7 Support with the following Response times. The Buyer and Supplier agree the following definition of "Response times": Response times are Service Desk acknowledgement and call logged.
- Within 2 hours for In Hour Days (09.00-17.30 Mon Fri) with onsite engineer. Multiple requests would be prioritised by the DEFRA team.

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

.1.5 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

| Key Supplier Personnel | Key Role(s) | Duration |
|------------------------|-------------|----------|
| ТВА | | |
| | | |
| | | |

Part B – Key Sub-Contractors

| Key Sub- contractor name and address (if not the same as the registered office) | Registered office and company number | Related product/Service description | Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period | Key role in delivery of the Services |
|--|--|---|---|---|
| N/A | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |