



**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

Ministry of Housing, Communities and Local Government (MHCLG)

Billing address

Your organisation's billing address - please ensure you include a postcode
CLGinvoices@communities.gsi.gov.uk

Customer representative name

The name of your point of contact for this Order
REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative
REDACTED

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Little Fish (UK) Limited, trading as Littlefish



Supplier address

Supplier's registered address
Price House, 37 Stoney Street, Nottingham NG1 1LS

Supplier representative name

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

Supplier representative contact details

Email and telephone contact details of the supplier's representative
REDACTED

Order reference number

A unique number provided by the supplier at the time of the Further Competition Procedure
18-036340

Section B
Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
- 2. TRANSITION & TRANSFORMATION
- 3. OPERATIONAL SERVICES
- 4. PROGRAMMES & LARGE PROJECTS
 - a. OFFICIAL
 - a. SECRET (& above)

Customer project reference

Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management

CPD04/118/187 - 00256526

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

10/09/2018

Services Commencement Date to be from 30/11/18

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

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 Months
36 months

Call Off Extension Period (Optional) Months
12 months + 12 months



Minimum Notice Period for exercise of Termination Without Cause 90 days
(Calendar days) *Insert right (see Call Off Clause 30.7)*

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

NA

Customer's ICT and Security Policy

Personnel employed by the Supplier must be cleared to Baseline Personnel Security Standard as a minimum and, in addition, any personnel granted with administrative access to The Customer's networks/systems must be cleared to SC Security Check level before access is provided.

The Supplier will maintain a process to ensure that their personnel have the correct security level and that access to The Customer's IT systems are reviewed/revoked within a timely manner following changes in role to prevent misuse.

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

NA

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.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure)

Embedded documents redacted

Provision of an IT ServiceDesk and End User Computing Software Support service as defined in the appended Customer Requirement Document and Supplier Response Document.

Location/Site(s) for provision of the Services

Provision of services will primarily be at Supplier premises, with visits to MHCLG buildings as agreed or requested with/by the Customer.



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 Contract Terms

Tick any applicable boxes below

A: SERVICES - Mandatory

Lot 3 (Lot 4a + 4b where Lot 3 services are included)

A: PROJECTS - Optional

Lots 1 and 2

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

B5: Supplier Request for Increase of the Call Off Contract Charges

B6: Indexation

B7: Additional Performance Monitoring Requirements

Optional Clauses

Can be selected to apply to any Order

Tick any applicable boxes below

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public Bodies

Collaboration Agreement (see Call Off Clause F)

Organisations required to collaborate (Collaboration Suppliers)

N/A

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*

OR

Click here to enter text.



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

tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

LogMeIn Rescue (Littlefish Live)

Autotask Endpoint Management (if MHCLG do not have Microsoft SCCM)

ServiceFlow

Third Party Software

MHCLG will provide upto 10 ServiceNow licences for the use of Littlefish.

Include license or link in Call Off Schedule 3

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)

MHCLG will supply upto 10 Servicenow licences for the MHCLG servicenow instance which the supplier may utilise to provide service. Customer data will be entered into MHCLG's instance of servicenow. See above under Licensed Third Party Software.

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)

List below or append as a clearly marked document (see Call Off Schedule 2)

The following spreadsheet presents the pricing model:

Embedded document redacted

Costs to be charged and invoiced monthly in arrears

Undisputed Sums Limit (£)

125,000.

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

180 days

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

£604,621.00 (12 months user costs plus mobilisation costs)

For Call Off Contract Periods of over 12 Months

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 (£)

N/A



Professional Indemnity Insurance (£)		N/A	
Transparency Reports (see Call Off Clause 23.4) <i>If required by the Customer populate the table below to describe the detail (titles are suggested examples)</i>			
Title	Format	Frequency	
[Performance]	Written and Presentation	Monthly	
[Call Off Contract Charges]	Written	Monthly	
[Performance management]	Written and Presentation	Monthly	
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)		90 days	
<i>Where applicable insert right</i>			
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)		14 days	
<i>Where applicable insert right</i>			
BCDR (see Call Off Clause B1)			
An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract <i>tick box (right) and append as a clearly marked complete document</i>			<input type="checkbox"/>
OR			
Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)		28 days	
<i>Where applicable insert right</i>			
Disaster Period (calendar days)		2 days	
Supplier Equipment (see Call Off Clause B3)			
X - Service Failures (number)	N/A	Y – Period (Months)	N/A
<i>Where applicable insert right</i>		<i>Where applicable insert right</i>	
Key Personnel & Customer Responsibilities (see Call Off Clause A2)			
<i>List below or append as a clearly marked document to include Key Roles</i>			
Key Personnel		Customer Responsibilities	
<i>List below or append as a clearly marked document to include Key Roles</i>		<i>List below or append as a clearly marked document</i>	
N/A		N/A	
Relevant Conviction(s)			
Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.			
<i>List below or append as a clearly marked document (see Call Off Clause D where used)</i>			
N/A			



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 Services Other CCS framework agreement(s) to be used

N/A

N/A

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

Service Levels

KPI/SLA description	Service Level Performance Measure
Average Speed of Answer (Telephone)	95% in 20 seconds
Abandonment Rate	<2%
Average Response Time (IM Chat) either automated or manual	An indicative minimum target of 95% in 30 seconds
Average Response acknowledgement Time (Email)	95% in 1 hour
First Time Fix (Fixable based on list of call types where knowledge article exists)	90% of 'Fixable' Calls fixed at first contact, <u>or 70% of all Incidents resolved at first point of contact*</u>
Customer Satisfaction	95% satisfaction
Triage Accuracy	99% of Incidents assigned to correct resolver group on first attempt
Resolve Incidents at points of lowest cost (Shift Left)	= Number of Tickets Resolved with no contact with ICT e.g. self help / Number of



	Tickets (initial baseline and trend upwards)
Availability of Service Desk to End Users	99.9% 99.99% within opening hours

*raised by telephone or Littlefish Live and where the Service Desk is the logical resolver for any 1LS or 2LS issue, irrespective of whether an underpinning knowledge article exists or not

KPI/SLA description	Service Performa nce Measure
P1 Resolution	95% within 2 hours
P2 Resolution	95% within 4 hours
P3 Resolution	95% within 8 hours
P4 Resolution	95% Within 2 working days unless otherwise agreed with the end user or Customer
Service Request Fulfilment	Between 1-5 days, depending on priority attributes as defined within Service Catalogue offering. 95% adherence.
VIP Users	P1 – P4 and Service Request fulfilment times to be half of the standard times for that category.



No more than 5% of the user base to be classified as a VIP.

P1 and P2 incidents excluded where the incident involves outages across multiple users.

Service Credit Points:

Service performance below the service target (plus negative buffer) would attract service credit points. Service performance above the service target (plus positive buffer) would attract service bonus points. Service bonus points could be used to offset any accrued service credit points.

Service Underperformance Credits

Service Underperformance Credits will be invoked where Littlefish fail to attain any of the following KPIs on a monthly basis:

Service Level	Service Credit	Service Underperformance Credit KPI (%) Threshold
Average Speed of Answer (Telephone)	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	85% within 20 seconds
Average Response Time (IM Chat) either automated or manual	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	85% within 30 seconds



First Time Fix	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	60%
Customer Satisfaction	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	85%
P1-P4 Combined Incident Resolution Performance	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	85% within stated timeframe
Service Request Fulfilment	1 (one) Service Credit point for every 1% under the Service Credit KPI Threshold up to a maximum Service Credit points total of 12 per month	85% within stated timeframe

Service Overperformance Bonuses

Service Overperformance Bonuses will be invoked where Littlefish attain any of the following KPIs on a monthly basis:

Service Level	Service Bonus	Service Overperformance Bonus KPI (%) Threshold
Average Speed of Answer (Telephone)	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 3 per month	97% within 20 seconds



Average Response Time (IM Chat) either automated or manual	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 3 per month	97% within 30 seconds
First Time Fix	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 20 per month	80%
Customer Satisfaction	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 3 per month	97%
P1-P4 Combined Incident Resolution Performance	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 3 per month	97% within stated timeframe
Service Request Fulfilment	1 (one) Service Bonus point for every 1% over the Service Bonus KPI Threshold up to a maximum Service Bonus points total of 3 per month	97% within stated timeframe

Recognition Mechanism

Service Credit points and Service Bonus points will be calculated on a monthly basis using the service data provided in the monthly Service Reports. Neither Service Credit points or Service Bonus points accrued in any month will carry over to a future period (albeit persistent monthly service underperformance will be addressed as below).



The formula to calculate the Service Credit position will be: Total Monthly Service Credit points minus Total Monthly Service Bonus points.

Where the balance is positive but less than or equal to 20 then the Supplier will publish to the Customer and implement a Service Improvement Plan to address such underperformance. Where the balance is positive for a third consecutive month then all Service Credit points accrued in the third month (and any subsequent consecutive month) will count towards the calculation of Service Credit payments (see below).

Where the balance is positive and greater than 20 (or there is a third consecutive month of a positive Service Credit points balance) then a financial Service Credit of £100 will be due for every Service Credit point up to a theoretical maximum of £7,200 per month.

Where the balance is positive and greater than 20 for three consecutive months (or any three months in a rolling six month period) then the Customer will be able to initiate a Critical Service Level Failure (see below and Call Off Clause 9).

Where the balance is zero or negative then no Service Credit payments will be due.

Any Service Credits due must be claimed (by email to the Service Account Manager) within 14 days of distribution of the relevant month's Service Report and can be taken by way of credit against the next service invoice.

Service Credits and Service Bonuses will be subject to a 3 full months' KPI holiday from the Services Commencement Date and therefore will not be contractually binding until such time has elapsed.

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to Servicedesk provision a Critical Service Level Failure shall include a loss of **servicedesk availability** during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) to the customer for more than twenty four (24) hours accumulated in any **[three (3) Month]** period, or forty eight (48) hours in any rolling twelve (12) Month period. It shall also include achievement of high band service credit points on more than one occasion in any rolling 6 month period.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be 3.



Service Credits

Formula for calculation

$x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example:

98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 23% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **20%** of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **20%** of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7) – where required

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A

**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

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract
Detailed pricing and detailed ITT response

Total contract value



Crown
Commercial
Service

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

£ £1,651,213.00 excluding VAT for 2300 users, estimated additional costs up to £409,536.00 excluding VAT for years 2 and 3 for up to 3200 users.



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
Job role/title	
Signature	
Date	06th September 2018

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



For Variation Form:

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

1.1. Clause 4 is amended as shown in tracked changes:

4.1 This Call Off Contract shall commence on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.

4.2 As set out in the Order Form, this Call Off Contract comprises:

4.1.1 Lot 2: the period from the Call Off Commencement Date until the Services Commencement Date during which the Supplier will meet its implementation and transition obligations and activities; and

4.1.2 Lot 3: the period from the Services Commencement Date during which the Supplier will meet its operational obligations to provide the Services.

1.2. The following definitions are amended as shown in tracked changes:

"Call Off Initial Period"	means the initial term of this Call Off Contract from the Services Commencement Date to the end date of the initial term stated in the Order Form;
"Call Off Contract Year"	means a period of twelve consecutive (12) Months commencing on the Services Commencement Date or each anniversary thereof;
"Estimated Year 1 Call Off Contract Charges"	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Services Commencement Date until the end of the first Call Off Contract Year stipulated in section C of the Order Form;

1.3. The following definition is inserted:

"Services Commencement Date"	means the date when the Customer issues a Satisfaction Certificate confirming the Supplier's Achievement of all its implementation and transition obligations and activities set out in the Implementation Plan and the Supplier commences provision of the Services;
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