

**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:	CPD4124151
Contract Title:	Network Cabling Services for DLUHC
Contract Description:	<p>This contract is to provide DLUHC with network cabling services at 2 Marsham Street (2MS) and at other sites as may be necessary.</p> <p>The scope of the network cabling services shall include the following activities and as detailed in Appendix 1 – Services Specification which includes the catalogue.</p> <ul style="list-style-type: none">• 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 DLUHC 3rd party suppliers / contractors around 2MS for ICT requirements.
- Cabling fault investigation and repair.
- Audits and comms room tidy ups.
- **Optional** Resident engineer at 2MS to provide day to day BAU support.
- Ad hoc Project works and project management of DLUHC requests for onsite resource tasks.

Contract Anticipated Potential Value: this £640,000
should set out the total potential value of the Contract

Estimated Year 1 Charges: £340,000

Commencement Date: this should be the date of the last signature on Section E of this Order Form **TBC/ASAP** January 2023

Buyer details

Buyer organisation name

Department for Levelling Up, Housing and Communities 2 Marsham Street, London SW1P 4DF.

Billing address

DLUHC FSSD P2P Team
4th Floor High Trees
Hillfield Road
Hemel Hempstead HP2 4XN
CLGInvoices@levellingup.gov.uk

Buyer representative name

[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]

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.

[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]

Buyer Project Reference

Please provide the customer project reference number.
CPD4124151

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

[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]

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.

[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]

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.

7134414 (ITM CRM).

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 | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input checked="" type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

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)
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2	36 (3)
3	60 (5)
5	60 (5)

Initial Term
24 Months

Extension Period (Optional)
3x12 Months

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.

[REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]

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.

TBA.

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 DLUHC 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	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

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	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

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
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S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

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	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

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

For and on behalf of the Supplier

Name	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
Job role/title	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
Signature	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
Date	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>

For and on behalf of the Buyer

Name	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
Job role/title	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
Signature	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>

Date	<u>[REDACTED UNDER FOIA SECTION 40 PERSONAL INFORMATION]</u>
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Attachment 1 – Services Specification

Services

Detailed below are the following schedules:

1. Schedule of Envisaged DLUHC Requirements
2. Schedule of Services to be Provided by the Supplier

[REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]

Notes.

- **[REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]**

Attachment 2 – Charges and Invoicing

Part A – Monthly Payments

[REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]

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.

[REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]

Attachment 3 – Service Levels and Service Credits

- [REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS]
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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
TBA		

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				