**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 16/06/2021 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:

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** | |
| **Contract Reference:** | TCA 3/7/1378 |

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| **Contract Title:** | HARDWARE SUPPORT AND ASSOCIATED MANUFACTURER TECHNICAL SUPPORT  [LOT 1]  [LOT 2]  [LOTS 1 AND LOT 2] |

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| **Contract Description:** | Manufacturer hardware and technical support for key compute, storage and network hardware that forms part of the infrastructure providing the critical National HM Coastguard Emergency Service capability. |

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| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | TBC |

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| **Estimated Year 1 Charges:** | TBC |

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| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 1 April 2023 |

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| **Buyer details** |
| **Buyer organisation name**  Maritime and Coastguard Agency |

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| **Billing address**  DfT Shared Service Centre  5 Sandringham Park  Swansea Vale  Swansea  SA7 0EA |

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| **Buyer representative name**  The name of your point of contact for this Order  TBC |

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| **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.  TBC |

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| **Buyer Project Reference**  Please provide the customer project reference number.  TCA 3/7/1378 |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  TBA |

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| **Supplier address**  Supplier’s registered address  TBA |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  TBA |

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| **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.  TBA |

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| **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.  TBA |

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| **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 |

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| **Guarantor Company Number**  Guarantor’s registered company number  Not applicable |

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| **Guarantor Registered Address**  Guarantor’s registered address  Not applicable |

**Section B**

**Part A – Framework Lot**

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| **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 | ☐ |
| 1. TRANSITION & TRANSFORMATION | ☐ |
| 1. OPERATIONAL SERVICES |  |
| a: End User Services | ☐ |
| **b: Operational Management** | **X** |
| c: Technical Management | ☐ |
| d: Application and Data Management | ☐ |
| 1. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

**Part B – The Services Requirement**

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| **Commencement Date**  See above in Section A |

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| **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)** | | **2** | 36 (3) | | **3** | 60 (5) | | **5** | 60 (5) | | | |
| **Initial Term Months**  12 Months | **Extension Period (Optional) Months**  None | |
| **Minimum Notice Period for exercise of Termination Without Cause**  (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* | | Not Applicable |

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| **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:**  See MCA Locations document (Appendix D of Further Competition document)  **Supplier Premises:**  TBA  **Third Party Premises:**  TBA |

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| **Buyer Assets**  *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*  As detailed in Asset List (Appendix E of Further Competition document) |

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| **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.*  Not applicable |

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| **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.*  Security Aspects Letter INFOSEC 15.3 v4.2 |

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| **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.*  As above |

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| **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 (£) - £1m any one occurrence  Professional Indemnity Insurance (£) - £1m in aggregate per annum |

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| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  Not applicable. |

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| **Goods**  *Guidance Note: list any Goods and their prices.*  Not applicable. |

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| **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. |

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| **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. |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

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| **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 | NA | | S2: Testing Procedures | NA | | S3: Security Requirements (either Part A or Part B) | Part A X or Part B ☐ | | S4: Staff Transfer | NA | | S5: Benchmarking | NA | | S6: Business Continuity and Disaster Recovery | NA | | S7: Continuous Improvement | NA | | S8: Guarantee | NA | | S9: MOD Terms | NA |   **Part B – Additional Clauses**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C1: Relevant Convictions | NA | | C2: Security Measures | NA | | C3: Collaboration Agreement | NA |   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 | NA | | Northern Ireland Law | NA | | Joint Controller Clauses | NA |   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**

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| **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 required. |

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| **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 required. |

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| **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 required. |

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| **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 required. |

**Section D**

**Supplier Response**

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| **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.*  TBC |

**Section E**

**Contract Award**

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

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| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | **TBC** |
| Job role/title | **TBC** |
| Signature | **SEE DOCUSIGN PAGE** |
| Date | **SEE DOCUSIGN PAGE** |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **LINDA EDEN** |
| Job role/title | **SENIOR PROCUREMENT AND CONTRACTS BUSINESS PARTNER** |
| Signature | **SEE DOCUSIGN PAGE** |
| Date | **SEE DOCUSIGN PAGE** |

**Attachment 1 – Services Specification**

**As per ITT documents.**

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

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| --- | --- | --- | --- | --- |
| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M1 | The support must commence 1st April 2023 | NA | NA | NA |

**Part B – Service Charges**

TBC

**Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges**

Not required.

**Part D – Risk Register**

Not required.

**Part E – Early Termination Fee(s)**

Not applicable.

**Attachment 3 – Outline Implementation Plan**

Not applicable.

**Attachment 4 – Service Levels and Service Credits**

**Service Levels and Service Credits**

**The hardware and software requiring support cover has been split into two distinct Lots.**

**Lot 1, Comprising of;**

**• Cisco Smart Net Total Care 24x7x4**

**• Cisco software support**

**• NetApp SupportEdge Basic 24x7 (4Hr parts replacement)**

**Lot 2, Comprising of;**

**• A parts and return merchandise authorisation (RMA) service equivalent to Cisco Smart Net Total Care 24x7x4 for Cisco hardware that is beyond end of service life.**

**All equipment and software listed in the attached asset list (Appendix D). This list details the equipment and locations where it is installed. Hardware is listed at the main device level only, but components must also be covered.**

**Critical Service Level Failure**

As per specified Cisco and NetApps support offerings.

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

### 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**

*[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel*]

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
|  |  | [*Contract Period or insert alternative timescale*] |
|  |  | [*Contract Period or insert alternative timescale*] |
|  |  | [*Contract Period or insert alternative timescale*] |

**Part B – Key Sub-Contractors**

[Guidance Note: *Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework*]

| **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** |
| --- | --- | --- | --- | --- |
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**Attachment 6 – Software**

**Part A – Supplier Software**

Not applicable.

**Part B – Third Party Software**

As per asset list.

**Attachment 7 – Financial Distress**

Not required.

# Attachment 8 – Governance

**PART A – SHORT FORM GOVERNANCE**

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

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| Operational Board |
| Not applicable |

**PART B – LONG FORM GOVERNANCE**

Not used.

**Attachment 9 – Schedule of Processing, Personal Data and Data Subjects**

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are: David Coker [**dataprotectionmanager@mcga.gov.uk**](mailto:dataprotectionmanager@mcga.gov.uk)
      2. The contact details of the Supplier’s Data Protection Officer are: **[*Insert Contact details*]**
      3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * Delivery addresses, work addresses, staff names, phone numbers, email addresses, any personal data divulged as part of communications around the delivery of this contract. |
| Duration of the Processing | See order form for contract delivery dates. |
| Nature and purposes of the Processing | Any personal data divulged as part of communications around the delivery of this contract. |
| Type of Personal Data | Delivery addresses, work addresses, staff names, phone numbers, email addresses, any personal data divulged as part of communications around the delivery of this contract. |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers), |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | Personal data to be destroyed at end of contract. |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance |  |  | On request |
| Charges |  |  | On request |
| Key Sub-Contractors |  |  | On request |
| Technical |  |  | On request |

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**