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## **SUBJECT TO CONTRACT**

### **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 01/04/2023 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



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1.4 Framework Schedule 18 (Tender).

### **Section A** **General information**

<b>Contract Details</b>	
<b>Contract Reference:</b>	
<b>Contract Title:</b>	Support and Maintenance of APC Uninterruptible Power Supplies
<b>Contract Description:</b>	<p>Support and maintenance is for the following equipment:</p> <ul style="list-style-type: none"> <li>○ 3 x APC Symmetra LX 16kVA UPS</li> <li>○ 2 x APC Symmetra PX UPS along with associated battery frames and power distribution frames as listed in the asset list of the proposal</li> <li>○ 13 x APC inRow Chilled Water Cooling Units</li> <li>○ Software Support for existing DCE licenses               <ul style="list-style-type: none"> <li>○ 2 x DCE Virtual Appliance</li> <li>○ 1 * DCE Perpetual 100 nodes</li> <li>○ 6 * DCE Perpetual 25 nodes</li> <li>○ 1 DCE Surv 25 node</li> </ul> </li> <li>○ Parts/Software support for 8 x Netbotz NBRK0750 and 27 * Netbotz NBPD0165</li> </ul>
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract £131,804.00	
<b>Estimated Year 1 Charges:</b>	£65,902.00 (Exc. VAT)
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form 01/04/2023	



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**Buyer details**

**Buyer organisation name**

UK Health Security Agency

**Billing address**

Your organisation's billing address - please ensure you include a postcode

Accounts Payable, UKHSA Porton, Manor Farm Road, Porton, Wiltshire, SP4 0JG

Email: [REDACTED]

**Buyer representative name**

The name of your point of contact for this Order

[REDACTED]

**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]

**Buyer Project Reference**

Please provide the customer project reference number.

[REDACTED]

**Supplier details**

**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement

Insight Direct (UK) Ltd

**Supplier address**

Supplier's registered address

Technology Building, Insight Campus, Terry Street Sheffield, Gr Manchester, S9 2BU

**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. This must include an email for the purpose of Clause 50.6 of the Contract.



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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.

Insight Legal Ref: [REDACTED]

**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



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## 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 checked="" type="checkbox"/> |
| b: Operational Management                | <input type="checkbox"/>            |
| c: Technical Management                  | <input 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)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

12 Months

**Extension Period (Optional)** Months

12 Months

**Minimum Notice Period for exercise of Termination Without Cause** Thirty (30) Days

(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.*



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The Supplier shall provide the Services from the following Sites:

### **Buyer Premises:**

UKHSA Colindale  
61 Colindale Avenue, Colindale, London, NW9 3EQ

### **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*

- 3 x APC Symmetra LX 16kVA UPS
- 2 x APC Symmetra PX UPS along with associated battery frames and power distribution frames as listed in the asset list of the proposal
- 13 x APC in-row Chilled Water-cooling Units
- Software Support for existing DCE licenses
  - 2 x DCE Virtual Appliance
  - 1 \* DCE Perpetual 100 nodes
  - 6 \* DCE Perpetual 25 nodes
  - 1 DCE Surv 25 node
- Parts/Software support for 8 x Netbotz NBRK0750 and 27 \* Netbotz NBPD0165

### **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

### **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.*

Not Applicable

### **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.*

Not Applicable

### **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.*





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Third Party Public Liability Insurance (£) - Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

Insight will require full access to the equipment listed above. For the planned maintenance works, this will be access during normal working hours (08:30 – 17:00 Mon-Fri).

As the maintenance and support includes a 4 hour onsite response (24x7x365), Insight will require emergency access to the equipment listed above at all times.

Insight will request day to day site contact details from the customer along with any emergency contact numbers for 'out of hours' access.

Any engineers visits to site (planned or planned) will result in a service report being generated and submitted to the customer.

**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 3.1.2 (a), the figure shall be N/A; and



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- for the purpose of Paragraph 8.2.2, the figure shall be N/A.

## **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*

<b>Additional Schedules</b>	<b>Tick as applicable</b>
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*

<b>Additional Clauses</b>	<b>Tick as applicable</b>
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:

<b>Alternative Clauses</b>	<b>Tick as applicable</b>
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>





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Joint Controller Clauses	<input type="checkbox"/>
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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



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## 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.*



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**Section E**  
**Contract Award**

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

**SIGNATURES**

Position: Public Sector Business Development Director

Apr 6, 2023

Position Name: Naqibur Rahman  
Job Title/Role: Commercial Lead  
Date Signed: 03/05/2023



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## Attachment 1 – Services Specification



UK Health Security  
Agency - LEA-1603-1v  
As per quote:



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## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments – NOT APPLICABLE

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	Not Applicable			

### Part B – Service Charges – NOT APPLICABLE

Charge Number	Service Charges
[Service Line 1]	
[e.g. SL1C1]	Not Applicable

### Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges – NOT APPLICABLE

Staff Grade	Day Rate (£)
Not Applicable	



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## Part D – Risk Register – NOT APPLICABLE

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
Not Applicable										

## Part E – Early Termination Fee(s) – NOT APPLICABLE





**Attachment 3 – Outline Implementation Plan – NOT APPLICABLE**

#	Milestone	Deliverables <i>(bulleted list showing all Deliverables (and associated tasks) required for each Milestone)</i>	Duration <i>(Working Days)</i>	Milestone Date
M1	Not Applicable			



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

As detailed within the Quote in Attachment 1.



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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 – NOT APPLICABLE

### 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
On365 Limited	Unit 10, Weldon Road, Loughborough, Leicestershire, LE11 5RN  02521369	Maintenance and support on UPS, cooling and DCE monitoring equipment	90%	on365 are the primary subcontractor to complete all planned servicing, callouts and repair quotes under this agreement



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## Attachment 6 – Software – NOT APPLICABLE

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



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## Part B – Third Party Software – NOT APPLICABLE

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

## Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

### PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
<b>Supplier</b>	D&B Rating: 3A2 3A indicates 1 to 10 million, Credit appraisal of 2 is good	Failure Score: 57 Low to Moderate Risk of severe financial stress.

### 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:

Operational Board	
Buyer Members for the Operational Board	To be agreed between the Buyer and the Supplier on an ad hoc basis.
Supplier Members for the Operational Board	To be agreed between the Buyer and the Supplier on an ad hoc basis.
Frequency of the Operational Board	To be agreed between the Buyer and the Supplier on an ad hoc basis.
Location of the Operational Board	To be agreed between the Buyer and the Supplier on an ad hoc basis.

### PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

SERVICE MANAGEMENT BOARD
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Buyer Members of Service Management Board (include details of chairperson)	Not Applicable
Supplier Members of Service Management Board	Not Applicable
Start Date for Service Management Board meetings	Not Applicable
Frequency of Service Management Board meetings	Not Applicable
Location of Service Management Board meetings	Not Applicable

Programme Board	
Buyer members of Programme Board (include details of chairperson)	Not Applicable
Supplier members of Programme Board	Not Applicable
Start date for Programme Board meetings	Not Applicable
Frequency of Programme Board meetings	Not Applicable
Location of Programme Board meetings	Not Applicable

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	Not Applicable
Supplier Members of Change Management Board	Not Applicable
Start Date for Change Management Board meetings	Not Applicable
Frequency of Change Management Board meetings	Not Applicable
Location of Change Management Board meetings	Not Applicable

Technical Board	
Buyer Members of Technical Board (include details of chairperson)	Not Applicable
Supplier Members of Technical Board	Not Applicable
Start Date for Technical Board meetings	Not Applicable
Frequency of Technical Board meetings	Not Applicable
Location of Technical Board meetings	Not Applicable

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	Not Applicable
Supplier Members for Risk Management Board	Not Applicable
Start Date for Risk Management Board meetings	Not Applicable
Frequency of Risk Management Board meetings	Not Applicable
Location of Risk Management Board meetings	Not Applicable

## **Attachment 9 – Schedule of Processing, Personal Data and Data Subjects – NOT APPLICABLE**

## **Attachment 10 – Transparency Reports – NOT APPLICABLE**

## **Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses – NOT APPLICABLE**

