

Software Box Limited

REDACTED

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REDACTED

Attn: REDACTED

REDACTED

Date: 26th October 2016

Procurement ref: CCSO16A97 (RCA115794)

Dear Sir/Madam,

Award of contract for the Provision of Provision of Logrhythm Support

Further to your submission of a Tender/Proposal for the above Procurement, on behalf of the Ministry of Defence (the "Authority"), I am writing to advise that the procurement is now complete.

The contract cover the period 1st April 2016 to 31st March 2017. The contract is for the provision of Logrhythm Support.

The delivery address for this requirement is stated within the order form below (Section A).

The Contract Schedule of Requirements (SoR) – Appendix B is attached.

The total value is £15,988.00 (ex VAT).

This procurement activity was a further competition under framework RM1054 –Technology Products and the framework Terms and Conditions shall apply.

To proceed with this award and its associated order please sign the Order Form attached and return to the undersigned procurement lead T REDACTED (CCS Senior Procurement Specialist, CCS Newport/Bristol) REDACTED

The Call-Off payment terms (and any payment terms quoted during the Tender process) are revised (see Order Form) as a direct consequence of the current MOD system down-time period of the MoD P2P.

As the MOD P2P system is down please accept this Award Letter as approval that MOD wish to proceed with the Order. The Goods/Services should be delivered to the agreed location and within the agreed stated delivery dates. Do not wait for this to be ordered through the MOD system.

Should you have any queries regarding this or any other matter please do not hesitate to contact me.

Yours faithfully,

Signed for and on behalf of MoD

OFFICIAL



Crown
Commercial
Service

OFFICIAL

9th Floor, The Capital,
Old Hall Street, Liverpool.
L3 9PP

T 0345 010 3503
E info@crownccommercial.gov.uk

www.gov.uk/ccs

REDACTED
Sourcing Executive
REDACTED

Date: 3rd November 2016

CONTRACT STATEMENT OF REQUIREMENTS (APPENDIX B)

1. PURPOSE

- 1.1 The Ministry of Defence (MoD) require 12 months renewal of LogRhythm support.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Ministry of Defence protect the security, independence and interests of our country at home and abroad. They work with our allies and partners whenever possible. The aim is to ensure that the armed forces have the training, equipment and support necessary for their work, and within budget.

- 2.2 The MoD have 7 military tasks:

- defending the UK and its overseas territories
- providing strategic intelligence
- providing nuclear deterrence
- supporting civil emergency organisations in times of crisis
- defending our interests by projecting power strategically and through expeditionary interventions
- providing a defence contribution to UK influence
- providing security for stabilisation

3. BACKGROUND TO REQUIREMENT

- 3.1 The MoD require the 12 months renewal of their LogRhythm support.

4. DEFINITIONS

Expression or Acronym	Definition
MoD	Means; The Ministry of Defence

5. THE REQUIREMENT

- 5.1 The MoD require the annual renewal of its LogRhythm licenses and support under renewal numbers Q-59784 and Q-59858.

6. SCOPE OF THE REQUIREMENT

- 6.1 The MoD require a 12 month renewal of LogRhythm Standard annual licencing and support. This should cover 2 renewal numbers, as follows:

- 6.1.1 Renewal Q-59784, to cover the following items:

6.1.1.1 10 x Pro Agents

6.1.1.2 10 x Lite agents

6.1.1.3 50 x Log Sources

6.1.1.4 1 x LRX1-XM

6.1.1.5 1 x Qlogic Dual Fibre card

6.1.1.6 1 x iDRAC6 Enterprise card

6.1.1.7 1 x LR-AIE1

6.1.2 Renewal Q-59858, to include

6.1.2.1 5 days on site support

(a) These dates will be agreed with the winning supplier post award.

6.2 MoD are aware the current support has expired and require the reinstatement of the support for the above goods. The support must cover the period 1st April 2016- 31st March 2017.

7. CONTINUOUS IMPROVEMENT

7.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

8. PRICE

8.1 Prices are to be submitted via the Appendix E excluding VAT and be valid for 90 days.

9. STAFF AND CUSTOMER SERVICE

9.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

9.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

9.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

10. SERVICE LEVELS AND PERFORMANCE

10.1 The Authority will measure the quality of the Supplier's delivery by:

10.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Commencement of support within 5 working days of contract award	100%

10.1.2 Adherence to the LogRhythm Standard Support SLAs as below:

Contact our support team during standard business hours, Monday – Friday, 7am – 6pm MT (Mountain Time)
Access to software updates, including all major and minor releases and LogRhythm Knowledge Base updates
4-hour response to technical support requests, during standard support hours
Next business day delivery of replacement hardware in the event of unresolvable equipment issues, during standard support hours

11. PAYMENT

- 11.1 Payment will be made via P2P upon successful delivery of all the goods.

12. ADDITIONAL INFORMATION

- 12.1 During the period 27/10/16 - 18/11/16 the MOD will not be able to process any invoices, new orders or receipts on P2P. Consequently, Contract and other payments will be deferred until after the CP&F Release 2 'Go-Live' date.

13. LOCATION

Electronic delivery of the support is to be made to REDACTED

TECHNOLOGY PRODUCTS ORDER FORM AND TECHNOLOGY PRODUCTS CALL-OFF TERMS

PART 1 – TECHNOLOGY PRODUCTS ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Technology Products Framework Agreement RM 1054. The Supplier agrees to supply the Goods specified below on and subject to the Order Form and the Call Off Terms (together referred to as the Call Off Contract).

DATE **3RD NOVEMBER 2016**

ORDER NUMBER **CCSO16A97 (RCA115794)**

FROM Crown Commercial Service (CCS)
9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP

Acting as an agent on behalf of the departmental customer:

Ministry of Defence "CUSTOMER"

REDACTED

TO **SOFTWARE BOX LIMITED "SUPPLIER"**

REDACTED

SECTION B

1. TERM

1.1 Call Off Commencement Date:

As stated in the Award Letter

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

As stated in the Award Letter

2. CUSTOMER CORE GOODS REQUIREMENTS

2.1 Goods required

The Goods listed in Appendix B and detailed in the attached P2P upload template.

2.2 Location/Sites of Delivery

Location as per Appendix B.

2.3 Dates for Delivery of the Goods and/or the Services

Call off contract-within 3 weeks of receipt of order from customer.

3. CALL OFF CONTRACT CHARGES AND PAYMENT

3.1 As stated in the Customer's letter (Notification of revised dates for system down time for transition to the MOD's new Contracting, Purchasing & Finance) dated 29th September 2016, the Customer will not be able to raise a PO number or process any payments until after 18th November 2016.

Upon receipt of your countersigned copy of this Order and Award Letter, the Customer will acknowledge receipt, but will not send you a unique PO Number until the new system is live.

You must be in receipt of a valid PO Number before submitting an invoice. Electronic invoices will be processed in accordance with the existing e-payment (P2P) terms and conditions.

4. FORMATION OF CALL OFF CONTRACT

4.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods.

4.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and by signing below agree to be bound by this Call Off Contract.

4.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the "Call Off Execution Date").

FOR AND ON BEHALF OF THE SUPPLIER:

Name and Title	REDACTED
Signature	REDACTED
Date	

FOR AND ON BEHALF OF THE CUSTOMER:

Name and Title	REDACTED
Signature	REDACTED
Date	