PART B: RM3808 Direct Award Order Form

Section A

BUYER'S CALL-OFF REFERENCE

SUPPLIER'S CALL-OFF REFERENCE BTNS211152

THE BUYER The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, London SW1H 9AJ

SUPPLIER REFERENCE(S)

Service Offer(s) RM3808-L2-BT0054-B Price Card(s) RM3808-L2-BT0054-D

THE SUPPLIER: REDACTED

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: 1800000

DUNS NUMBER: 22 701 5716

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and the date will be the date on which the final Party has signed the Contract. It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 2

BT Validation Ref: [REDACTED]

Section B

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

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Model Version: v3.3 (BT 4Mar22)

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- 1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation)
- 3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for the Service Offer(s) recorded in Section A

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- o Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 14 (Service Levels)
- 4. CCS Core Terms (version 3.0.5)
- 5. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Section C

CALL-OFF SPECIAL TERMS

Not applicable to Direct Award

CALL-OFF START DATE is the date on which the final Party has signed the Contract.

CALL-OFF EXPIRY DATE is the date on which the Initial Period of the Contract ends.

CALL-OFF INITIAL PERIOD 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD None

CALL-OFF SERVICE PERIOD* 36 Months

"Service Period" means the period starting on the Call-Off Start Date and ending on the Call-Off Expiry Date or Call-Off Optional Extension Period, as applicable.

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

Unless otherwise stated in the Service Offer price card(s), in accordance with paragraph 10.3.2 of the Core Terms, the Buyer has the right to terminate this Call-Off

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Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice.

CATALOGUE SERVICE OFFER REFERENCE(S):

As recorded in Section A.

Section D

CALL-OFF DELIVERABLES

This call-off covers the requirement for professional services as follows.

Field Service:

Installation services and some goods / equipment to enable the LAN / WiFi to operate and achieve performance, across multiple sites, whole of England and Wales - for BAU and Projects.

The works span the accomplishment of data and voice internet services, both installation and expansion across multiple prisons / courts / probation sites. The works are principally engineering installation services, requiring security cleared / accredited field engineers who will install, test / tune, switches, access points, racking installations and survey and install cabling and associated enabling infrastructure.

The maximum value is £899,650.00 ex VAT however actual charges will be billed only as incurred.

Each set of works will be covered by a Contract Works Request, with BT estimating the work and scale of charges for the Authority's approval.

BT shall be responsible for the project management and organisation of the work with MoJ be responsible for liaison with Officers or staff for security as may be required.

Any variance between the estimated and actual charges will resolved using the framework change control form, Joint Schedule 2 (Variation).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £899,650.00

CALL-OFF CHARGES

See Charges breakdown in embedded Excel sheet below which serves the purpose of Call-Off Schedule 5 (Pricing Details).

BT Service Order Reference Number	Service Description	Charge per day	Qty	Total Charge
BT-L2-0094	Principal Network Security Delivery Engineer	[REDACTED]	[REDACTED]	[REDACTED]

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Total Call-Off Contract Charges - REDACTED

Any changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices). The Charges will not be impacted by any change to the Framework Prices.

Section E

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

BT "ONEBILL" NUMBER

OneBill Account Number: [REDACTED]

BUYER'S INVOICE ADDRESS:

Name: [REDACTED]

Tel.

Email address:

Address:

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Tel. [REDACTED]

Email address:

Address: [REDACTED]

Section F

BUYER'S ENVIRONMENTAL POLICY

Not Applicable.

ADDITIONAL INSURANCES

Not Applicable.

GUARANTEE

Not Applicable.

SOCIAL VALUE COMMITMENT

This is a Direct Award Order, accordingly there is no Call Off Tender.

STAFF TRANSFER

Not Applicable.

QUALITY PLAN

Not Applicable.

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable.

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BUSINESS CONTINUITY AND DISASTER RECOVERY

See BT Business Continuity & Disaster Recovery Plan attached below in as PDF.

[REDACTED]

SECURITY REQUIREMENTS

See BT Security Management Plan attached below as PDF.

[REDACTED]

BUYER'S SECURITY POLICY

Not Applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

See BT Security Management Plan attached above.

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Where applicable, this will be stated in Section 4, "Service Level Agreement" of the relevant Service Offer(s)

Section G

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
Role: [REDACTED]
Tel. [REDACTED]
Email address: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]
Role: [REDACTED]
Tel: [REDACTED]
Email address: [REDACTED]
Address: [REDACTED]

Section H

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

OPERATIONAL BOARD

Not Applicable

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KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Data in the Price Card(s) recorded in Section A.

The Service Description, Conditions on the Buyer, Outline Implementation Plan, and Service Level Agreement applicable to the delivery of the Service(s) and the associated pricing are as set out in the Supplier's Service Offer with reference code(s) as recorded in Section A

The Buyer consents to the transfer to and processing of data in the UK.

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:		Signature:		
Name:	[REDACTED]	Name:	[REDACTED]	
Role:	[REDACTED]	Role:	[REDACTED]	
Date:		Date:		

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