

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 19th June 2024 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 <u>RM6100 Technology Services 3</u>. 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:

- This document headed "Order Form"; consisting of: Section A – General Information; Section B – Part A Framework Lot; Part B The Services Requirement; Section D Supplier Response - Framework Schedule 18 (Tender); Section E Contract Award;
- 2. Attachment 1 Services Specification;
- 3. Attachment 2 Charges and Invoicing;
- 4. Attachment 5 Key Supplier Personnel and Key Sub-Contractors; 5. Attachment 6 Software;

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	
Contract Reference:	ecm_12010
Contract Title:	Extended Life Cycle Support (ELS) for Red Hat Enterprise Linux (RHEL)7
Contract Description:	As above
Contract Anticipated Potential Value:	£413,686.73. Ex Vat
Estimated Year 1 Charges:	£413,686.73. Ex Vat
Commencement Date	1 st July 2024
Buyer details	
Buyer organisation name Department for Work & Pensions.	

Billing address Peel Park | Brunel Way | Blackpool | FY4 5ES

Buyer representative name REDACTED - FOI 40



Buyer representative contact details REDACTED – FOI 40

Buyer Project Reference Project_26555

Supplier details

Supplier name CDW Limited

Supplier address

3rd floor, 1 New Change, London, EC4M 9AF

Supplier representative name The name of the Supplier point of contact for this Order REDACTED – FOI 40

Supplier representative contact details

REDACTED – FOI 40

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. To be provided post contract signature by all parties.



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	
2.	TRANSITION & TRANSFORMATION	
3.	OPERATIONAL SERVICES	
	a: End User Services	
	b: Operational Management	
	c: Technical Management	
	d: Application and Data Management	
5.	SERVICE INTEGRATION AND MANAGEMENT	Π



Part B – The Services Requirement

Commencement Date See above in Section A

Contract Period

Initial Term Months 12

Extension Period (Optional) Months 12 (if exercised can be incrementally up to a total period of 12 months)

Minimum Notice Period for exercise of Termination Without Cause

30 (Calendar days) (see Clause 35.1.9 of the Call-Off Terms)

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.

Should Standards not be expressed, it will be implied that the relevant Industry Standards for the services to be provided within this Order Form will apply.

Buyer Security Policy

The supplier is required to comply with the relevant DWP security policies and standards as found <u>https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</u>

Insurance(s)

Third Party Public Liability Insurance $(\pounds) - \pounds 1$ Million as contained within the Framework Agreement Professional Indemnity Insurance $(\pounds) - \pounds 1$ Million as contained within the Framework Agreement



Goods/Services

Extended Life Cycle Support (ELS) for Red Hat Enterprise Linux (RHEL) 7 To be supplied in accidence with Attachment 1 – Services Specification

ѕки	Description	Quantity	Discounted Unit Price (each)	Discount %	Total Tender Price
RH00270	RHEL7 Extended Lifecycle Support	1811*	<mark>REDACTED</mark> FOI 43	REDACTED FOI 43	£413,686.73

*as per RedHat agreement - additional charges will not be applied should the quantity stated be exceeded within the Initial Term (1st July 2024 up to and including 30th June 2025).



Section D Supplier Response - Framework Schedule 18 (Tender)

REDACTED IN FULL FOI 43



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	REDACTED – FOI 40
Job role/title	REDACTED – FOI 40
Signature	REDACTED – FOI 40
Date	20/06/2024

For and on behalf of the Buyer

Name	REDACTED – FOI 40
Job role/title	REDACTED – FOI 40
Signature	REDACTED – FOI 40
Date	21st June 2024



Attachment 1 – Services Specification

RHEL 7 Extended Lifecycle Support (ELS) SKU RH00270 for a 12-month period.

This service is to include Security Maintenance, Bug Fix Maintenance and the following:

Description	Extended Life Cycle Support (ELS) AddOn8
Access to Previously Released Content through the Red Hat Customer Portal	Yes
Self-help through the Red Hat Customer Portal	Yes
Technical Support1	Unlimited
Asynchronous Security Errata (RHSA)10 11	Yes8
Asynchronous Bug Fix Errata (RHBA)2 11	Yes
Refreshed Hardware Enablement3	Using Virtualization

The Authority currently utilises Red Hat services and is looking for continuation of this service type and level with the incumbent vendor.

The current volume of RHEL 7 Instances for which this service is required is as detailed below:

SKU	Description	Quantity
RH00270	RHEL7 Extended Lifecycle Support	1811



The Authority requires the follow service levels:

Table 1: Initial response time for Severity level

Severity	Impact	Response Goal
Severity 1	Critical	Within one hour
Severity 2	High	Within four business hours
Severity 3	Medium	Within one business day
Severity 4	Low	Within one business day

Severity 1

Critical Impact/System Down: A critical business software component is inoperable. You are unable to use the program, which results in a critical impact on your business operations. This condition requires an immediate solution.

Severity 1 requires maximum effort support until an emergency fix or bypass is developed and available. Critical situations might require customer and RedHat personnel to be at their respective work locations on an around-the-clock basis. The objective is to provide you relief for the problem within 24 hours and provide a final solution or fix within 7 days. You receive a follow-up about a Severity 1 case from RedHat Technical Support within 24 hours.

Severity 2

High business impact: The program is usable but severely limited. You will receive a follow-up about a Severity 2 case from RedHat Technical Support within 5 days.

Severity 3

Medium business impact: The program is usable with less significant features unavailable. The unavailable features are not critical to your operations. You receive a follow-up about a Severity 3 case from RedHat Technical Support within 10 days unless another agreement has been decided upon.

Severity 4

Low business impact: The problem causes little impact on your operations or a reasonable circumvention to the problem has been implemented.



Attachment 2 – Charges and Invoicing

Part B – Service Charges

As contained within [Part B – The Services Requirement] section [Goods/Services]

Should the supplier be unable to provide the [Part B – The Services Requirement] section [Goods/Services] of this Call-Off Terms, for the complete Initial Term (1^{st} July 2024 up to and including 30^{th} June 2025) any payment(s) made upfront for these services will be reclaimable by the Buyer on a Pro Rata basis.



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
		[Contract Period or insert
		alternative timescale]
		[Contract Period or insert
		alternative timescale]
		[Contract Period or insert
		alternative timescale]

Part B – Key Sub-Contractors

Key Subcontractor 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	

Attachment 6 – Software

- .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
NOT APPI	ICABLE						

Part B – Third Party Software and services

The Third-Party Software and Services shall include the item(s) as contained within this "Order Form".

RM6100 Order Form – Lots 2, 3 and 5