|  |  |
| --- | --- |
|  | CALL-OFF CONTRACTCyber Security Services 2 RM3764iiPART A Order Form , Specific Terms and PART B SchedulesPART C RM3764ii Standard (non-variable)Terms *(held online)* |

|  |  |
| --- | --- |
| Buyer Ref:  | **HOS Pen Test** |
| Date sent to supplier: | 18/04/2018 |
| Purchase Order Number: |   |

**This agreement is between:**

|  |
| --- |
| the “Buyer”Housing OmbudsmanExchange Tower Harbour Exchange SquareLondon E14 9GE |
| the “Supplier”NTA Monitor Ltd13-15 Railway Street Chatham ME4 4HUCompany Number 03297071 |
| Together the “Parties” |

**Service delivery contact details:**

|  |  |  |
| --- | --- | --- |
| **Buyer:** | **Name:** | Rosalind D’Cruz |
| **Title:** | Head Of Commercial Services |
| **Email:** | rdcruz@housing-ombudsman.org.uk |
| **Telephone:** | 0207421 3458 |
| **Supplier:** | **Name:** | Redacted |
| **Title:** | Account Manager |
| **Email:** | redacted |
| **Telephone:** | 01634 721 855 |
|  |  |  |

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2- RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

* Part A – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
* Part B – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
* Part C – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

|  |
| --- |
| **Call-Off Contract term:** |
| 1. Commencement Date:
 | 30/04/2018 |
| 1. Length of Contract:
 | 12 months |

|  |
| --- |
| **Contract Charges and payment** |
| 1. The method of payment for the Contract Charges (GPC or BACS):
 | BACS |
| 1. Invoice details
 |  |
| * 1. Where and how to send invoices
 | invoices@housing-ombudsman.org.uk |
| * 1. Who to send invoices to:
 | Koysor Amin Finance |
| * 1. Invoice information required: *e.g. PO, Project*
 | PO number and the work package payment is sought for |
| 1. Invoice Frequency
 | following completion and acceptance of each work package |
| 1. Contract Charges
 | WPI maximum charges **£ 5,100.00** WP2 maximum charges; whilst scope is yet to be defined the cost of carrying out the website test shall be no more than the maximum amount of WP1. |

|  |
| --- |
| **Buyer contractual requirements:** |
| 1. Services required: \*
 | For the supply of Pen Testing Services for Work Package 1 & 2 as detailed in Part B Schedule 1 “Services Needed”. |
| 1. Delivery Location(s)/Premises:
 | At supplier premises and the HOS’s premises, Exchange Tower Harbour Exchange Square London E14 9GE. Travel expenses are payable in line with HOS Travel and Subsitence policy for travel from outside of M25 zone. |
| 1. Relevant convictions:
 | N/A |
| 1. Staff Vetting and Security Clearance:
 | Staff undertaking the work must be cleared to BPSS clearance |
| 1. Local health and safety procedures:
 | N/A |
| 1. Non-Disclosure requirements:
 | **NON dISCLOSURE AGREEMENT SIGNED BETWEEN THE PARTIES AND DATED 18TH aPRIL 2018** |
| 1. Exit Planning:
 | All materials provided by the Buyer to the Supplier to deliver the services must be returned by the Supplier on contract expiry. All documentation produced for the Buyer must be provided to the Buyer on request or in support of submission of a valid invoice. |
| 1. Security Requirements:

(including details of Security Policy and any additional Buyer security requirements) \*\* | Access to HOS systems is effected by 2 Factor Authentication sign on.  |
| 1. Protection of Buyer Data:
 | The Supplier will deliver the services in compliance with DPA obligations and those obligations arising from the introduction of the General Data Protection regulations. In delivering the Services, the Supplier shall not copy or otherwise record any of the Buyer’s personal data as it may have access to in the delivery of the services.  |
| 1. Standards:
 | CESG Cyber Security Consultancy Standard |
| 1. Business Continuity and Disaster Recovery:
 | Not required |
| 1. Insurance:
 | As per Clause 16 of the [framework agreement RM3764ii](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii)*Liability Insurance – minimum level of cover £5,000,000**Professional Indemnity – minimum level of cover £2,000,000*  |

|  |
| --- |
| **Additional and/or alternative clauses:** |
| This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published. |
| 1. Supplemental requirements in addition to the Call-Off Terms
 | Not required. |
| 1. Buyer Specific Amendments to the Call-Off Terms

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii). The number of days, value or other elements of these terms may be increased to suit the Buyer’s needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.  |
|

|  |  |  |
| --- | --- | --- |
| **Clause** | **Heading** | **Minimum Contract term (cannot be reduced)** |
| 4 | Warranties and Representations | Will remain 90 Working days from the date the Buyer accepts the release of work. |
| 18 | 1. Supplier Assistance at Retendering
 | Will remain 10 Working days |
| 24 | 1. Force Majeure
 | Will remain 15 consecutive Calendar Days |
| 19 | 1. Changes co Contract
 | Will remain 5 Working Days |
| 37 | 1. Dispute Resolution
 | Will remain that active efforts will be made to resolve within 10 working days |
| 38 | 1. Liability
 | Will remain * direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring
* £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
 |
| 39 | 1. Termination Events Material Breach
 | Will remain 15 consecutive Calendar Days |

 |

**Further information:**

**\*\* Security Requirements Note:**

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

**What is a security aspects letter?**
Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

|  |
| --- |
| **Winning Supplier’s information:** |
| 1. Suppliers commercially sensitive information
 | Winning supplier to confirm any commercially sensitive information from their bid. |
| 1. Key Sub-Contractors
 | Winning supplier to confirm details of any sub-contractors are being used. (name and role)  |
| 1. Contract Charges
 |  |

 £5,100 for Workpackage 1.

|  |
| --- |
| **Acknowledgment:** |

* By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
* The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
* The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii))
* The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii).

**SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: | redacted | ROSALIND d’crUZ |
| Title: | senior customer services officer | hEAD OF cOMMERCIAL sERVICES |
| Signature: | C:\Users\lb\AppData\Local\Microsoft\Windows\INetCache\Content.Word\LB Signature.jpg 19/04/2018 | Rosalin D’Cruz 18/04/2018 |

PART B – THE SCHEDULES

Remove all guidance when complete

**SCHEDULE 1 – SERVICES NEEDED**

The Housing Ombudsman (“HOS”) is an independent entity established by law to arbitrate and adjudicate on housing dispute matters brought by tenants against social landlords and other voluntary members registered with Housing Ombudsman Scheme. In order to undertake its lawful processing, HOS receives and uses personal data provided to it by both Landlord and tenants in reaching its decisions. To ensure the integrity of personal data it processes, HOS wants to test the robustness of its systems and information security by engaging an external supplier to conduct a robust set of CHECK level penetration test activities.

HOS sole office resides at Exchange Tower, South Quay London, and utilises network and firewall equipment that belongs to the Financial Ombudsman Service (FOS). FOS are responsible for the network and firewall configuration, but HOS are segregated from FOS systems. HOS have a single client VLAN, and circa 110 devices.

**Work package 1 details**

HOS hosts its server infrastructure in the Cloud availing of the Microsoft Azure commercial offering. This connects to the Office via a Site to Site VPN connection. HOS has 8 servers in Azure including a Remote Desktop Services (RDS) Server used by staff for remote working. The RDS server is internet facing, and all RDS roles reside on this device. 2 Factor authentications is in operation for access to the RDS server.

HOS utilises Office 365 for email and other services, and authentication and access management is secured by Microsoft Active Directory.Client devices are predominantly Windows 7 Professional (69), with circa 40 Windows 10 Pro devices. All client devices use a 3rd party disk encryption product (ESET)

Cloud managed Anti-virus and Web Content Filtering solutions are also in use.

HOS are looking for the supplier to perform the following activities to understand what vulnerabilities may exist in their environment, and how to remediate/mitigate them:

* External Network Test
* Internal Network Test (unauthenticated)
* Client Device Build Review (e.g. Operating system, Application and Firmware level)
* Wireless Network Test

HOS requires the supplier to provide a documented account of the tests made, the results and any vulnerabilities either actual or potential which may or do compromise the integrity of HOS data. HOS also requires the supplier to provide a recommendation(s) where appropriate to enhance security or to close security gaps.

HOS will arrange for its IT partner to support the exercise. The successful supplier must identify what support is required and over what period.

In providing a response to HOS, bidders should stipulate

* What tests they propose to run
* How many tests and of what type
* Over what period of days
* In order to deliver the service, what further assistance or support is required from HOS’s IT partner or HOS

**Work package 2 details**

HOS’s current website [www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk) is being redesigned. It is likely that the new site will go live in May 2018 and following a period of successful running HOS requires the successful supplier to undertake a pen test of the site with a view to determining the robustness of its security. HOS’s clients can interact with service by completing and submitting a webform to the HOS case management system. The new website solution will permit the uploading of attachments which will have been previously scanned for harmful viruses by the website prior to transmission. The supplier will be expected to test the integrity of the security functions performed by the site including how personal data is secured on the site prior to the transmission.

Insert the description of the services needed by the Buyer. This will be an almost cut and paste from the Buyers requirements document from the mini competition tender.

**SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN**

Insert the Suppliers high-level delivery plan. Take this from their bid from the mini competition tender.

**REDACTED**

**SCHEDULE 3 - BUYER RESPONSIBILITIES**

Winning supplier to add any responsibilities of the Buyer here. Include anything that the Suppleir needs the Buyer to do, to enable them to do their job.

**SCHEDULE 4 – NON-DISCLOSURE AGREEMENT**



**SCHEDULE 4 – STATEMENT OF WORK (SoW)**

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

* The initial Service Delivery Plan – developed for this SoW
* Addition documents to support the deliverables
* High level objectives for this SoW

**Overview:**

|  |  |
| --- | --- |
| SoW start date: | 30/04/2018 |
| SoW Reference:  | HOS Pen Test Work Package 1 |
| Buyer: | Rosalind D’Cruz |
| Supplier: | NTA Monitor Ltd |
| Sub-Contractors:(list all sub-contractors) |  |
| Overall Estimated Service Completion Date: (the “Completion Date”) | 08/05/2018 |
| Duration of SoW (How long the SoW will last – expressed as Working Days) | 30 days |
| Charging Mechanism(s) for this SoW:(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables) | Fixed Price |

**Key Personnel:**

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

**Table of Key Personnel:**

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Details** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Deliverables:**

* Report of tests undertaken including identification of vulnerabilities
* Recommendations for implementation by priority rating

**Additional Requirements**

Not required

**Balanced scorecard & KPIS: Not required for this Call Off.**

In addition to the Supplier’s performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIs for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii)



**Contract Charges:**

The Maximum Price for this SoW is: £5,100 excluding VAT

The preferred charging charging mechanism for this SoW is: (*Please tick below)*

|  |
| --- |
|[ ]  CAPPED TIME AND MATERIALS (complete Time and Materials table)  |
|[ ]  TIME AND MATERIALS (complete table below)  |
|[x]  FIXED PRICE (complete table below) |
|[ ]  MILESTONE DELIVERABLES  |

The detail behind each charging mechanism is found below.

**Capped Time and Materials**

* The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
* The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
* Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
* The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
* The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

**Time and Materials (T&M)**

* The T&M pricing structure shall apply:
	+ for Services delivered (or as agreed otherwise by the Parties); and
	+ for other aspects of the Services as may be agreed by the Parties.
* T&M shall be calculated:
	+ on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
	+ or pro rata for every part of a day that the Supplier Staff are actively performing the Services
* The relevant rates for such Supplier Staff is set out in the table below.
* The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
* For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
* The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
* T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

|  |  |
| --- | --- |
|  | Experience Level/ Day Rate/planned duration for this SoW |
| Cyber Security Roles | PractionerDay Rate £ | Planned Duration No. of Days | Senior Practioner Day Rate £ | Planned Duration No. of Days | Lead Practioner Day Rate £ | Planned Duration No. of Days | Total |
|  |   |  |  |  |   |  |  |
|  |   |  |  |  |   |  |  |
|  |   |  |  |  |   |  |  |
|  |  |  |  |  |  |  |  |
|  |   |  |  |  |   |  |  |
|  |   |  |  |  |   |  |  |
|  |  |  |  |  |  |  |  |
|  |   |  |  |  |   |  |  |
|  Total value of this SoW: |  |
| Estimated Contract Charge:*(23. of the Order Form)* |  |
| Remainder of value under Estimated Contract Charge:*(23. of the Order Form minus All SoW total values)* |  |
| Is there any risk to exceed Estimated Contract Charge: *Y/N & Comments below.*  | Choose an item. |
| Comments: |

**Fixed Price**

* Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
* The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
* Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

| **Fixed Charge** | **Description** | **Service Period (or if Payment linked to Milestones then, Milestone Date)** | **Breakdown By Role and Duration** |
| --- | --- | --- | --- |
| £4350 | Milestone payable on production and acceptance of test reports  | WP1 | Infrastructure team leader CHECK Team member |
| TBA | Milestone payable on production and acceptance of test report | WP2 | TBA |
|  |  |  |  |

**Milestone Deliverables**

* Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
* The Supplier must complete the service Deliverable by the due date.
* The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
* Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

**Agreement of SoW:**

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

  **SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: | Redacted |  |
| Title: | Senior Customer Services Officer |  |
| Signature: | C:\Users\lb\AppData\Local\Microsoft\Windows\INetCache\Content.Word\LB Signature.jpg 19/04/2018 | Microsoft Office Signature Line... Select Data |

Please send copies of all SoW to Crown Commercial Service email: Cloud\_Digital@crowncommercial.gov.uk titled Cyber Security Services 2 SoW.

**SCHEDULE 6 - CONTRACT CHANGE NOTE**

Call-Off Contract reference: Insert

Contract Change note variation number: Insert

**This amendment to the agreement is between:**

|  |
| --- |
| the “Buyer”Rosalind D’CruzExchange Tower Harbour ExchangeLondon E14 9GE |
| the “Supplier”Supplier Full NameSupplier No.Supplier Full Address (registered office address) |

**The variation:**

The Contract is varied as follows and shall take effect on the date signed by both Parties:

Full Details of the proposed change:

Insert

Reason for the change:

Insert

Likely impact, if any, of the change on other aspects of the Contract:

Insert

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

  **SIGNED:**

|  |  |
| --- | --- |
| Supplier: | Buyer: |
| Name: |  |  |
| Title: |  |  |
| Signature: | Microsoft Office Signature Line... Select date | Microsoft Office Signature Line... Select Data |

PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii>