



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Education & Skills Funding Agency

Billing address

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

[REDACTED]

Customer representative name

The name of your point of contact for this Order

[REDACTED]

Customer representative contact details

Email and telephone contact details for the Customer's representative

[REDACTED]

Supplier details

**Supplier name**

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

Methods Business and Digital Technology Limited

Supplier address

Supplier's registered address

[REDACTED]

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

[REDACTED]

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

NCS_05082021

Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 4. PROGRAMMES & LARGE PROJECTS | |
| a. OFFICIAL | <input type="checkbox"/> |

Customer project reference

Please provide the customer project reference number.

Project_5664

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

09/09/2021



a. SECRET (& above) ☐

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1		-	
2		-	
3	2	12 months	
4			

Call Off Initial Period Months
24 months

Call Off Extension Period (Optional) Months
12 months

Minimum Notice Period for exercise of Termination Without Cause 30 days
(Calendar days) Insert right (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

GDS Standards, DfE Service Standards.

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document



Library of Clauses

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer. As per advert

[REDACTED]



Please note a Statement of Work (SOW) process will be used to call off this service. Find template attached



Live Service SoW
Template.docx

Location/Site(s) for provision of the Services

[REDACTED]

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional T&C's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract.

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

☒

C: Call Off Guarantee

☐

D: Relevant Convictions

☒

A3: Staff Transfer

E: Security Requirements

☒

A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

☐

A1: Testing

☐

A2: Key Personnel

☒

G: Security Measures

☒

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

H: MOD Additional Clauses

☐

B1: Business Continuity and Disaster Recovery

☒

B2: Continuous Improvement & Benchmarking

☒

Alternative Clauses

B3: Supplier Equipment

☒

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses



5



Travel and expenses

[REDACTED]

Travel to and from the home location will not attract expenses.

Travel to other locations must be approved and must adhere to DfE Travel and subsistence policy:

Payments from the Customer to the Supplier are to be completed by BACS / PO

Invoices to be sent to [REDACTED]

Undisputed Sums Limit (£)

N/A

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

N/A

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

[REDACTED]

For Call Off Contract Periods of over 12 Months

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

Professional Indemnity Insurance (£)

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Performance management except for Commercially Sensitive Information	KPIs e.g. targets achieved	Microsoft Word or Excel	Monthly
Technical except for Commercially Sensitive Information	Information relating to Services provided (number of SOWs etc.)	Microsoft Word or Excel	Monthly
Call Off Contract Charges except for Commercially Sensitive Information	Call Off Contract Value e.g. charges invoices spend	Microsoft Word or Excel	Monthly

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

N/A

Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

5 days



Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract tick box (right) and append as a clearly marked complete document

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

60 days

Where applicable insert right

Disaster Period (calendar days)

7 days

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage



CALL OFF SCHEDULE
7- Managed Services.

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures (number)

N/A

Where applicable insert right

Y – Period (Months)

Where applicable insert right

N/A

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

[REDACTED]

Customer Responsibilities

List below or append as a clearly marked document

Click here to enter text.

Testing

All system and software testing must adhere to National Careers Service testing plans and testing strategy.

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)



Relevant%20Convicti
ons.docx

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services	Other CCS framework agreement(s) to be used
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N/A

N/A

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).

If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

The table below outlines the outcomes and KPI's to be delivered throughout the contract period. Service credits may be applied and outlined within individual work packages.

Outcomes/KPI's:

Action	Definition	Frequency of monitoring	Target levels
Successful management of transition	The Supplier will stand up a team and ensure the successful transition from incumbent suppliers within 6 weeks of the contract commencing	Fortnightly	Green – Successful transition and knowledge transfer accepted by customer Amber – Partial transition within 6 weeks – knowledge transfer partially complete but responsibility for Live running successfully handed over Red – Transition unsuccessful



Response time for Incident Resolution	Incidents and requests are assigned a priority, depending on the impact and urgency of the issue. Incidents should be responded to and resolved as detailed in the table below	Monitored per incident (Based on standard working days, Monday-Friday 08:00 - 18:00, not including public holidays.)	Green – target response Amber – response within 10% or target Red – 10% over target resolution
Website uptime	Maintain website up time of 99.5% during the operating hours of 8am-6pm.	Monthly	Green – website up time > 99.5% Amber – website up time < 99.5% but > 98.5% Red – Website up time < 98%
Bugfixes	Bugfixes relating to core operational products to be resolved within 5 hours during the operating hours of 8am-6pm.	Monthly	Green – all bugfixes resolved within 5 hours Amber – 90% of all bugfixes resolved within 5 hours Red – < 90% of all bugfixes resolved within 5 hours
Timely replacement of departing personnel	Duration between departure of specialist team member and effective replacement at equivalent level	Monthly (monitored daily)	Green – 100% replacement before departure Amber – replacement within 1-10 working days from departure Red – replacement after 10 working days
Timely implementation of performance management measures or replacement for underperforming personnel	Duration between notification of underperformance and implementation of performance management measures	Monthly	Green – Performance management issues dealt within 1-10 days of being raised Amber - Performance management issues dealt within 10-15 days of being raised Red- Performance management issues



		dealt with over 15 days since incident raised
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Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to **website up time during the operating hours of 8am-6pm** a Critical Service Level Failure shall include failure to achieve a Green – target response of > 99.5% or Amber response target of < 99.5% but > 98.5% in any **30day period**.

And

In relation to **Bugfixes - during the operating hours of 8am-6pm** a Critical Service Level Failure shall include failure to achieve Green – all bugfixes resolved within 5 hours or Amber – 90% of all bugfixes resolved within 5 hours for **Bugfixes** in any **30day period**.

And

In relation to **Timely replacement of departing personnel** a Critical Service Level Failure shall include failure to achieve Green – 100% replacement before departure or Amber – replacement within 1-10 working days from departure in any **30day period**.

And

In relation to **Timely implementation of performance management measures or replacement for underperforming personnel** a Critical Service Level Failure shall include failure to achieve Green – Performance management issues dealt within 1-10 days of being raised or Amber - Performance management issues dealt within 10-15 days of being raised in any **30day period**.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**. N/A

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

Any additional performance monitoring measures shall be agreed by supplier and DfE on the back of Monthly supplier meeting, performance reports based on KPIs to discuss.

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A

Section D **Supplier response**

See section C for service details



Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Rate card

Staff list and their contact details

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£6,100,000 excl VAT –

Signature: [REDACTED]	Date: 13/09/2021	Signature: [REDACTED]	Date: 13/09/2021
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Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	09/09/2021

For and on behalf of the Customer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	10/09/2021