

Technology Products 2 Agreement RM3733 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 supply the Goods and/or 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 post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details

Customer organisation name Driver and Vehicle Licensing Agency

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Billing address

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Your organisation's billing address - please ensure you include a postcode Shared Services Arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA.

Customer representative name The name of your point of contact for this Order Caselly Peterse from Commercial Advisor, Contact Televise Team

Customer representative contact details Email and telephone contact details for the Customer's representative

Supplier details

Supplier name The Supplier organisation name, as it appears in the Framework Agreement Computacenter (UK) Ltd

Supplier address Supplier's registered address

Hatfield Avenue,

Hatfield Business Park,

Hatfield,

Hertfordshire,

AL10 9TW.

Supplier representative name The name of the Supplier point of contact for this Order



Supplier representative contact details Email and telephone contact details of the supplier's representative

Order reference number A unique number provided by the supplier at the time of quote CCIS17B27



Section B Overview of the requirement

Framework Lot under which this Order is being placed Tick one box below as applicable

1.	HARDWARE	
2.	SOFTWARE	×
3.	COMBINED SOFTWARE AND HARDWARE REQUIREMENTS	a
4.	INFORMATION ASSURED PRODUCTS	
5.	VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM)	

Customer project reference

Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management

PS/17/104 / CCIS17B27

Call Off Commencement Date

The Call Off Commencement Date is 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

3rd July 2017

Call Off Contract Period (Term)

A period in Months which does not exceed 60 Months (5 years) - leave blank if this is a simple transactional Goods purchase. Where established as an initial and extension period complete the fields below 36 months

Call Off Initial Period Months 36 Months Call Off Extension Period (Optional) Months N/A

Specific Standards or compliance requirements

Include-any conformance or compliance requirements with which the Goods-and/or-Services-must-meet -Not Used



Section C Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

To include where relevant Packing/Packaging

Option 2 with Diamond Support from the below requirement based on "Computacenter - Final Commercial Response" dated 27th June 2017. Attached:



Final Commercial Re

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

1.1 The Driver and Vehicle Licensing Agency (DVLA) are inviting bids for the supporting of the Agency's current Checkpoint (CP) Firewall Estate at DVLA.

2. DEFINITIONS

Expression or Acronym	Definition
DVLA	Driver and Vehicle Licensing Agency
CP	Check Point
SLA	Service Level Agreement

3. SCOPE OF REQUIREMENT

3.1 DVLA seeks support for its Check Point Firewall Estate referenced in user centre 5887006.

4. THE REQUIREMENT

- 4.1 The DVLA would like the supplier to provide detailed quotes, on two different options as shown below. For each option the following must be provided/confirmed.
- 4.2 Support must include CheckPoint 24/7 support and a 4 hour response minimum.
- 4.3 Bidders must hold ISO27001 IT Security management accreditation.
- 4.4 Bidders must hold Checkpoint Partner status of 3* or above.



4.5 Bidders must provide costs for support of the Agency's CP estate for an option period of 1, 2 and 3 year's support. The actual contract duration awarded will be decided at evaluation stage during which time the Authority will determine which Option and contract length offers the most economically advantageous solution. Bidders should note the Authority does not commit to pay more than one year's pricing up front and expects to pay annually in advance for each year of the contract:

4.6 Option 1

- 4.6.1 CP support required for the following products (Include costs based on the current level of support / SLAs associated with the user centre 5887006 (Premium On Site Support, 4 hour response).
- 4.6.2 Provide a combined cost for Option 1 that includes the cost for each line item.

Line Item 1

(For each line item please provide a breakdown of cost) Renewal of current contract PS/16/87 for the following products: 2 x Smart-1 Appliances 28 x 15400 Appliances 2 x 12600 Appliances 4 x 5800

Total 36

Line Item 2 Threat Protection IDS/IPS blade licensing provided by core CP firewalls.

Line Item 3

Procure Sandblast Zero Day Protection (Advanced Malware Protection) software blade to run on 2 existing CP 15400 devices.

Line Item 4

CP Professional Services to facilitate/assist with ongoing design and installation (20 days).

Line Item 5

Provide trade-in value per unit for CP 15400 devices during the contract term. If the trade-in value varies throughout the contract term, incorporate end dates where the trade-in value can be exercised.

Line Item 6

Procuring 2 x pairs of CP High Capacity Gateway (23800) devices with associated optical modules and support.

4.7 <u>Option 2</u>



- 4.7.1 The DVLA is in a process of infrastructure changes as part of a Network Simplification Project which incorporates an entirely new network architecture. Therefore under Option 2 a single headline price is required, which will be reviewed quarterly and contains an option to provide one, two and 3 years pricing with an annual payment for the following support plans. Bidders should note the Authority does not commit to pay more than one year's pricing up front and expects to pay annually in advance for each year of the contract:
 - Premium Direct Enterprise Support
 - Elite Direct Enterprise Support
 - Diamond Direct Enterprise Support
- 4.8 Each plan is based on Option 1 on a flexible basis that confers the right to true-up and truedown. The device support set out in Option 1 assumes components are consumed in the contract term and the trade-in of CP 15400 devices. This must include CP 24/7 support and a 4 hour response minimum.

5. KEY MILESTONES

5.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Call off document signed	Within week 1 of Contract Award
2	Winning Bidder will have the underpinned contract with the main supplier signed.	Within 2 weeks of signing the contract with the DVLA, following conclusion of this tendering exercise

6. AUTHORITY'S RESPONSIBILITIES

6.1 Not Applicable.

7. REPORTING

7.1 Quarterly Service Review required if deemed necessary

A quarterly review meeting should be held to discuss such things as:

- Service Performance and Availability.
- Issues encountered.
- Service Level Review.

8. VOLUMES



8.1 Not Applicable.

9. CONTINUOUS IMPROVEMENT

- 9.1 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.
- 9.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings if applicable. An example of improvement could be identification of functionality/fixes in new software releases.

10. SUSTAINABILITY

10.1 The DVLA require the Supplier to confirm their understanding and acceptance of each point S1 – S5 and supply information if it has been requested.

S.1 - The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.

The DVLA requires the Supplier to:

- Comply with the DVLA's Environmental Policy (see Annex A);
- Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on <u>www.gov.uk</u> i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced;
- Be able to evidence continual environmental improvements in their own organisation (ideally through an accredited EMS, i.e. ISO 14001, Green Dragon etc);
- Ensure its own supply chain does not have a negative environmental or social impact;
- Where required, be able to provide data on carbon emissions related to the products
 / services being supplied.
- The supplier must ensure that it complies with the relevant Government Buying Standard (GBS).

S.2 - The Supplier shall assist the DVLA in achieving these key initiatives throughout the period of the contract.

S.3 - The Supplier shall provide their sustainability or environmental policy.

S.4 - The DVLA requires details on the carbon emissions for the transportation of the Consumables / Parts to the DVLA sites.

S.5 - THE DVLA REQUIRES DETAILS OF THE COUNTRY OF ORIGIN OF ANY EQUIPMENT / PARTS / OPERATING CONSUMABLES USED. QUALITY



11. QUALITY

11.1 Evidence of an appropriate Quality/Management framework e.g. ISO 9001or similar is required.

12. PRICE

- 12.1 Prices are to be submitted via the e-Sourcing Suite.
- 12.2 Prices should be firm and final, encompassing all associated costs with the full term of the contract award.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the 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.
- 13.2 The Provider's staff assigned to the contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The 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.
- 13.4 A 24x7 service desk is available through a portal for DVLA to report and track progress on raised items
- 13.5 If any Engineers are required, It would be preferable if they held SC clearance

14. SERVICE LEVELS AND PERFORMANCE

14.1 The Authority will measure the quality of the Supplier's delivery by monitoring the

service levels as detailed in the following table.

SLA	Service Area	SLA description	Target
1	Hardware	Provide 24x7 desk cover for raising calls	99%
2	Hardware	Provide engineer and part on site within_4_hours_of_severity_1_calls where part is identified	99%

Checkpoint Support Plan found here: <u>https://www.checkpoint.com/support-</u> services/supportplans/

14.2 Service Credits for poor Supplier performance such as service credits:

The support agreement is directly held between the DVLA & Checkpoint, service credits and SLA's will be as per the Diamond support agreement. Computacenter will support the DVLA in ensuring the adherence of Checkpoint to the agreed levels. Checkpoint fully understands the DVLA's



support requirements and Computacenter has assured the SAA solution meets the DVLA's requirements.

15. SECURITY REQUIREMENTS

- 15.1 Please see Annex B DVLA Guidance: Offshoring Personal Data. (this includes DVLA configuration data).
- 15.2 Service should be UK based.
- 15.3 Any replaced kit should have any DVLA configuration data securely wiped or be destroyed.
- 15.4 See also 5.3 above, which reads Bidders must hold ISO27001 IT Security management accreditation.

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

16.1 Not Applicable.

17. PAYMENT

- 17.1 DVLA invoicing procedures are detailed in Annex C DVLA Invoicing Procedures.
- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

18. ADDITIONAL INFORMATION

18.1 Procurement Fraud.

18.2 The DVLA adopts zero tolerance approach to procurement fraud/bribery. Please see the DVLA Procurement Counter Fraud/Bribery statement in Annex D.

18.3 Health and Safety

18.4 The DVLA requires contractors to fully comply with DVLA's Health and Safety Policy (Annex E) and follow all applicable UK and EU Health and Safety Legislation, Acts, Orders, Regulations and Approved Codes of Practices, at all times.

18.5 Armed Forces Covenant

18.6 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. Detailed in Annex F.

19. LOCATION

All software will be used in DVLA datacentres and on multiple Cloud Providers platforms where DVLA services run.

DVLA



Warranty Period, if applicable

The Warranty Period shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier

Location/Site(s) for Delivery

All software will be used in DVLA datacentres and on multiple Cloud Providers platforms where DVLA services run.

TITLE TO GOODS IS TRANSFERRED TO THE CUSTOMER ON PAYMENT TO THE SUPPLIER IN FULL (SAVE IN RESPECT OF SOFTWARE WHERE TITLE TO THE SAME SHALL REMAIN AT ALL TIMES WITH THE RELEVANT LICENSOR

Dates for Delivery of the Goods and/or the Services 01/07/2017

Software List product details under each relevant heading below

Supplier Software	Third Party Software	Maintenance Agreement
As Appendix B - Statement of Requirements	As Appendix B - Statement of Requirements	As Appendix B - Statement of Requirements
	Include license or link in Call Off Schedule 3.	Include terms or link in Call Off Schedula 3
	Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.	Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

Additional Clauses (see Annex 3 of Framework Schedule 4) Tick as required

Alternative Clauses		Additional Clauses Tick one box below as applicable	Optional Clauses Tick any applicable boxes below	
Scols Law Or		A: Termed Delivery - Goods	C: Due Diligence	
Northern Ireland Law	۵	B: Complex Delivery - Solutions (includes Termed Delivery - Goods)	D: Call Off Guarantee	

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Non-Crown Bodies	NB Both of the above options require an Implementation Plan which should be appended to this	E: NHS Coding Requirements	
Non-FOIA Public Bodies	Order Form	F: Continuous Improvement &Benchm arking	
		G: Customer Premises	
		H: Customer Property	
		I: MOD Additional Clauses	

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data) List below N/A

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

£1,721,382,.65

Is a Financed Purchase Agreement being used? Tick as required

If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£) For Orders with a defined Call Off Contract Period £586,283.16

Section D Supplier response

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 Supplier's pricing and/or any Supplier specific solution(s) Call-Off Term +2 years

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

£1,721,382.65

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Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or 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	
Job role/title	
Signature	the second secon
Date	30th June 2017,

For and on behalf of the Customer

Name	The second secon
Job role/title	Hard Contraction of the second
Signature	
Date	30t Jue 2017.