

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 Department for Environment, Food and Rural Affairs (Defra)
Billing address Your organisation's billing address - please ensure you include a postcode Rural Payments Agency, North Gate House 300, Reading, RG1 1AF. Please email all invoices to:
Customer representative name The name of your point of contact for this Order
Customer representative contact details Email and telephone contact details for the Customer's representative Email: Tel:



Supplier details

Supplier name

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

Supplier address

Supplier's registered address

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

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 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

Project_23831 ecm_ 52900

Section B

Overview of the requirement

pla Tic	amework Lot under which this Order is being aced of the second of the se		Customer project reference Please provide the customer project reference number.
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		Project_23831 ecm_ 52900
2.	TRANSITION & TRANSFORMATION		Call Off Commencement Date
3. OPERATIONAL SERVICES			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
a: End User Services			
b: Operational Management			01/04/2020
c: Technical Management			
d: Application and Data Management			
4. PROGRAMMES & LARGE PROJECTS			
	a. OFFICIAL		
	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	24 (2)	12+12+12=36 (1+1+1=3)	5
4			

^{*} There is a minimum 5 year term for this Lot

Call Off Initial Period Months

Call Off Extension Period (Optional) Months

12 + 12 + 12

Minimum Notice Period for exercise of Termination Without Cause 3 months

(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

None

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

Please see attached document entitled 'DEFRA - Security Requirements' which is marked Draft and is subject to agreement by Sopra Steria

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

To be supplied within 20 Working Days of the Call Off Commencement Date



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.

Please see attached documents entitled 'RPA Application Support - Service Requirements' and 'RPA Application Support - Application Portfolio Descriptions'

Location/Site(s) for provision of the Services

- 1. Rural Payments Agency, North Gate House, 21 23 Valpy Street, Reading RG1 1AF
- 2. Sopra Steria Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

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		C: Call Off Guarantee	
(this includes Lot 4a & 4b where Lot 3 services are included).	\boxtimes	D: Relevant Convictions	
A3: Staff Transfer		E: Security Requirements	\boxtimes
A4: Exit Management			
A: PROJECTS - Optional			
A1: Testing Note: Clause A1 in the Schedule RM3804-Alternative-and-additional-tc-v41 is deleted its entirety and the Supplier agrees to adhere to the RPA_IT_Test_Strategy which is attached as an embedded document		F: Collaboration Agreement Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)	



A2: Key Personnel		\boxtimes	G: Security Measures	
B: SERVICES - Optional Only applies to Lots 3 and 4a and	4b			
B1: Business Continuity and Disaster Recovery		\boxtimes	H: MOD Additional Clauses	
B2: Continuous Improvement & Benchmarking Note Claus B2.7 inclusive are not ap	ses B2.1 to	\boxtimes	Alternative Clauses	
B3: Supplier Equipment			To replace default English & Welsh Law, Crow Body and FOIA subject base Call Off Clauses	
B4: Maintenance of the ICT En	vironment		Tick any applicable boxes below	
B5: Supplier Request for Increa Call Off Contract Charges Note Adjustment Date is the Worki immediately following the en- Off Initial Period	the Index ing Day		Scots Law Or	
B6: Indexation		\boxtimes	Northern Ireland Law	
B7: Additional Performance Mo Requirements	nitoring	\boxtimes	Non-Crown Bodies	
			Non-FOIA Public Bodies	
			ule F) This Schedule can be found on to Collaboration agreement call off sched	
	delivered from	m the	collaboration Agreement shall be a Supplier to the Customer within the f Working Days from the Call Off Date insert right	Not Applicable
	An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. tick box (right) and append as a clearly marked complete document			
Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below			elivery of the	
Supplier Software			Third Party Software	
None	None			



Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

Please see attached document entitled 'RPA Application Scheme Support - Customer Software'

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include 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)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

Base Level Services - charge per annum £350,329 to be invoiced in four equal amounts payable quarterly in advance. The first payment will be invoiced on the Call Off Commencement Date.

Payment is required by BACS.	

Undisputed Sums Limit (£) Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)
Insert right (see Call Off Clause 5.4.1(b)(ii))

Not Applicable

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

£350,329

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 (£)

Not Applicable

Professional Indemnity Insurance (£)

Not Applicable

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
RPA Service Report	Service Level Performance,	Word Document	Monthly
	Approved and		
	Requested Changes		

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)

Where applicable insert right

30

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

Attached as document entitled 'RPA Application Scheme Support – Implementation Plan'

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)

30

Where applicable insert right

Disaster Period (calendar days)

Not Applicable

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 Attached as 'RPA Application Schemes Support – GDPR Schedule 7'

Supplier Equipment (see Call Off Clause B3) Not Applicable

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) Y - Period (Months)

Where applicable insert right Not Applicable Where applicable insert Not Applicable right

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

Customer Responsibilities

List below or append as a clearly marked document

Service Manager Attached in document entitled 'RPA Application Scheme Support Customer Responsibilities'



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)

Conviction relating to participation in a criminal org, corruption, bribery, fraud, money laundering, and/ or any other offence within the meaning of Article 45(1) of the Directive 2004/18/EC of the European Parliament and the Council of the 31 March 2004 – None

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 Other CCS framework agreement(s) to be Services used

Not Applicable Not Applicable



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.

Application Support Response Times

The required response times for break and fix and Incident reports, on production systems, are as follows with the Service Level Increment shown.

Severity Code	Definition	Response Target	Update Target	Resolution Target	Service Level Increment
1 (Critical)	 Critical Major services unavailable. Single service unavailable affecting many users. Many users unable to use a service. Unable to provide a core business function. 	15 Minutes	Every 60 Minutes (or as agreed)	95% Less than 4 hours	Per additional 15 Minutes
2 (High)	Serious Partial loss of major services. Users unable to run critical work. Service usable but if the problem is not resolved promptly a significant impact to business will result. A large number of users are affected.	1 hour	Every 60 Minutes (or as agreed)	90% Less than 4 Hours	Per additional 1 hour
3 (Medium)	Degraded Service Complete service is available but performance is impaired e.g. slow response. Incident causes inconvenience but it is not a major concern. User productivity impacted. A service is not working correctly but does not affect any critical work.	1 hour	Every 60 Minutes or as agreed, per case	90% Less than 16 hours	Per additional 1 hour
4 (Low)	Minor Any Incident where minimal service impact is being incurred and no urgent action is required. Incident is a nuisance but has little effect on the users. Requests for information/queries.	48 hours	As agreed, per case	90% less than 4 Days	Per additional 1 Day

Notes:

^{&#}x27;Response' is defined as 'the start of activity to investigate and diagnose the Incident'

^{&#}x27;Resolution' is defined as 'the restoration of normal service or the provision of an acceptable temporary work-around or an application to implement the change via the change control process'



The live support team must respond to all incidents.

Extended hours of support shall be made available to the Agency over and beyond the contracted service times, according to a payment and charging formula to be agreed between the Agency and the supplier.

Service levels above are applicable to the Live Service.

As systems move into the Hot phase, incidents which would previously have been categorized as severity one or two are reclassified as severity three. Severity four incidents remain as is.

Critical Service Level Failure (see Call Off Clause 9) Not Applicable
Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a delay in producing [specify the relevant Deliverable] ordered by the Customer in excess of [specify the relevant time period] more than once in any [specify the relevant period] or more than [specify the relevant time period].

And/or

In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a loss of [specify the relevant Availability] during core hours [specify the relevant core hours] to the [specify the relevant Service] for more than [specify the relevant time period], or [specify the relevant time period].

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be 4.

Service Credits

Formula for calculation

The Service Credit Model is based on the following criteria:

- Each Service Level is assigned a Response Target value which sets the minimum level of performance to which the Service is expected to perform.
- Each Service Level has an associated Service Credit Multiplier value and Severity Code which
 together are used to determine how many Service Credits are to be applied when the Response
 Target is missed.
- Each Service Level is assigned a Severity Code which is established according to the relative importance of the Service Level to the RPA.
- Each Severity Code has an associated Service Credit Multiplier as defined in the Table below. The Service Credit Multiplier indicates the number of Service Credits that shall be applied per Service incident or that Severity.

Severity Code	Description	Service Credit Multiplier
1	Critical	4



2	High	2
3	Medium	1
4	Minor No Service Credits apply to Service Levels in this Service Credit Category.	-

Where the Performance is below the Response Target in any given month then the number of Service Credits is calculated by applying the multiplier determined by the Severity Code to the number of Service Credit Increments by which the actual performance is less than the Service Level Target.

Each Service Credit will have a value of 0.1 percent of the Monthly Charge.

A Service Credit value will be calculated as follows for each service level:

No. of Service Credit increments * Service Credit Multiplier * 0.1% Core Support Charge

Example

A Severity Code 1 incident is responded to on time but fails its resolution target by 1hour.

Service Credit increments = 15minutes * 4 = 4

Service Credit category = 1; Service Credit multiplier is 4

Monthly Core Support Charge = £30,000 (for example)

Service Credit Value = 4 * 4 *(0.1%) * £30,000 = £480

An earn back regime will also be in place whereby Sopra Steria will have the opportunity to earn back any service credits through applying the reversed principles but where each Service Debit is set at 0.05 per cent of the Monthly Charge. Where agreed between Sopra Steria and RPA that it is fair and reasonable, service credit increments incurred may be offset by performance on other service levels that exceed the agreed target.

For example, if a service level target is 90% and the actual performance measured against this service was 85% for a month then a single service credit increment would be payable (for simplicity the service credit multiplier is assumed to be 1). This single service credit could be neutralised by 95% performance on the same or any 2 equivalent service levels during a 3 month period.

Service Credits will be calculated and either paid at the end of each three month period or banked.

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year of the Estimated Year 1 Call Off Contract Charges; and during the remainder of the Call Off Contract Period, of the Call Off Contract Charges payable to the Supplier under this Call Off



Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Additional Performance Monitoring Requirements

Technical Board (to be called the Service Delivery 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.

If required by the Customer populate the table below to describe the detail

Required	Members		
Job Title	Name	Location	Frequency
Supplier & Service Manager			Every 2 months
Deputy Supplier & Service Manager		u	и
Security Manager		"	ш
Business stakeholders		u	ш
Client Director		tt	ш
Service Manager		ш	ш

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

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
All information pertaining to A) the Suppliers proposed Service including Service Levels and B) the
Suppliers proposed Charges and Fee Rates

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.

£700.658



Attachments

















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

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

To and on bottom of the ductions.	
Name	
Job role/title	
Signature	
Date	