



Crown
Commercial
Service

**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

The Ministry of Defence (MOD)

Billing address

Via CP&F 3

Customer representative name

REDACTED TEXT

Customer representative contact details

Telephone: REDACTED TEXT

Email: REDACTED TEXT

Supplier details

Supplier name

Insight Direct (UK) Ltd

Supplier address

REDACTED TEXT

Supplier representative name

REDACTED TEXT

Supplier representative contact details

Telephone : REDACTED TEXT

Email : REDACTED TEXT

Order reference number

Not Applicable



Section B Overview of the requirement

Framework Lot under which this Order is being placed

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input checked="" type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS (LIST X) | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |

Customer project reference

CCSO18B57

Call Off Commencement Date

31st March 2019

Call Off Contract Period (Term)

Twelve (12) Months commencing on 31 March 2019 and will expire on 30 March 2020

Call Off Initial Period

Twelve (12) months

Call Off Extension Period (Optional)

Not Applicable.

Specific Standards or compliance requirements

The specification for this requirement is outlined within the Section C of this order form. The Customer's populated Schedule 5 in line with GDPR can be found at the end of this Order form. By signing this Contract the Supplier has accepted the Customer's populated Schedule 5.



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

Renewal of BMC Support and maintenance for existing Licences.

THE REQUIREMENT

The supplier is to renew the existing ISS Tooling BMC MyIT support and maintenance for the software licences under the SMITS capability.

The existing BMC licence Contract Numbers include;

REDACTED TEXT

REDACTED TEXT

REDACTED TEXT

The Customer requires the guarantee of continuity of service for the BMC Support and Maintenance. As such, there is a need for a BMC Support and Maintenance renewal, **to be provided direct through the BMC Contact Centre.**

The Customer requires the Support and Maintenance to cover the following:

Support ID	Part #	Product	QTY	Renewal End Date
REDACTED TEXT	LAV34.0.0.00	BMC Service Desk - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAV33.0.0.00	BMC Change Management - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LPU93.0.0.00	Remedy IT Service Management Suite	REDACTED TEXT	30/03/2019
REDACTED TEXT	LPBZA.0.0.00	MyIT Digital Workplace	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAV34.0.0.00	BMC Service Desk - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAW41.0.0.00	BMC Service Desk - Floating User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAV33.0.0.00	BMC Change Management - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAW42.0.0.00	BMC Change Management - Floating User License Add-on	REDACTED TEXT	30/03/2019



REDACTED TEXT	LAV32.0.0.00	BMC Asset Management - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAV36.0.0.00	BMC Atrium Service Level Management - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAAE9.0.0.00	BMC Knowledge Management - User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAO20.0.0.00	BMC Atrium Orchestrator - Peer License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LPBZS.0.0.00	MyIT Service Broker	REDACTED TEXT	30/03/2019
REDACTED TEXT	Unavailable	BMC Analytics - Floating User License Add	REDACTED TEXT	30/03/2019
REDACTED TEXT	LPV31.0.0.00	BMC Discovery for Data Center - Formerly BMC Discovery Solution	REDACTED TEXT	30/03/2019
REDACTED TEXT	LADFS.0.0.00	BMC Discovery for Storage - ESO	REDACTED TEXT	30/03/2019
REDACTED TEXT	LPBTT.0.0.00	TrueSight Operations Management - Base License	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAZTW.0.0.00	TrueSight Infrastructure Management Suite	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAW42.0.0.00	BMC Change Management - Floating User License Add-on	REDACTED TEXT	30/03/2019
REDACTED TEXT	LAW41.0.0.00	BMC Service Desk - Floating User License Add-on	REDACTED TEXT	30/03/2019

The Customer require support and maintenance for the products outlined in Section 6.2 at the levels described within Table 2 below:

Product Support	Support Provisions
BMC Continuous Support and Maintenance	<p>As part of the Continuous BMC Support and Maintenance;</p> <ul style="list-style-type: none"> • Access to 24 x 7 website, phone and email support and; • Software support including maintenance releases and major upgrades throughout the twelve (12) month contract term.

The Supplier is to provide a PDF quotation outlining all part numbers, support and maintenance package offering as part of their tender submission.

Continuous BMC Support and Maintenance:



As part of this requirement, the Customer requires a Continuous one (1) year support and maintenance Contract for the products outlined in section 6.2 above. The following provisions will apply:

Initial Response goals are relative to the impact of the reported problem on the customer environment. The BMC definitions for Impact (Severity) levels 1-4 are as follows:

Severity Level 1 – Critical Service impact

Case critically affects the primary business service, major application, or mission critical system. Customer resources should be available and willing to work on a 24 x 7 basis with BMC to resolve this case. Characteristics of a Severity 1 case include:

- (i) Business Service is not operational
- (ii) Production system crashes
- (iii) Data integrity at risk
- (iv) Production backup and recovery operations fail.

Severity Level 2 - Significant Service or Implementation Impact

The business service, major application, or system is seriously affected or implementation stopped. No acceptable workaround is available.

Severity Level 3 – Moderate Service Impact

The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The case may be temporarily circumvented using an available workaround.

Severity Level 4 – No Service Impact

Non-critical cases, general questions, enhancement requests, or documentation cases.

Telephone and/or email contact through the BMC Centre throughout the duration of the one (1) year Contract and;

Support availability twenty four (24) hours a day, seven (7) days a week, Local UK time, excluding bank & public holidays;

Response Objectives:

The service provider will be expected to respond to or provide a work around for incidents as detailed below. All periods of time commence from when the service provider first receives notification of a new incident:



Service Level 1

Within one (1) clock hour;

24 hours a day 7 days a week, excludes published holidays. Please refer to the following link for details in relation to published holidays:

http://www.bmc.com/support/resources/bmc_global_holidays.html

Service Level 2

Within four (4) Business hours;

Local (UK) Business Hours 9:00 a.m – 6:00 p.m. Monday – Friday (Excluding published holidays);

Support line open twenty four hours a day, 7 days a week.

Service Level 3

Within eight (8) Business Hours;

Local (UK) Business Hours 9:00 a.m – 6:00 p.m. Monday – Friday (Excluding published holidays);

Support line open twenty four hours a day, 7 days a week.

Service Level 4

Within twelve (12) Business Hours;

Local (UK) Business Hours 9:00 a.m – 6:00 p.m. Monday – Friday excluding published holidays);

Support line open twenty four hours a day, 7 days a week;

The licences will be delivered electronically.

The following Authorities DEFCON and DEFFORM conditions shall apply to this contract:

DEFCON 5J – Edition 18.11.2016

DEFCON 113 – Edition 02.2017

DEFCON 129J – Edition 18.11.2016

DEFCON 76 – Edition 12.2016

DEFFORM 111 – Edition 12.2017



DEFFORM 129J – Edition 09.2017

KEY MILESTONES AND DELIVERABLES

The Supplier should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Renewal of Continuous BMC Support and Maintenance to be in place and agreed;	By 31 st March 2019
2	Adherence to the Continuous BMC Support and Maintenance Service Levels;	Throughout the twelve (12) month Contract term between 31 March 2019 and 30 March 2020

MANAGEMENT INFORMATION/REPORTING

The potential provider must inform the Authority of any possible issues within the supply chain throughout the Contract as and when they occur.

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Customer during Contract review meetings where applicable.

Changes to the way in which the Services are to be delivered must be brought to the Customer attention and agreed prior to any changes being implemented.

QUALITY

Quality shall comply with the Terms and Conditions of RM3733 Technology Products 2 Item C Section 5.0 Standards and Quality.

STAFF AND CUSTOMER SERVICE

The Customer requires the supplier to provide a sufficient level of resource throughout the duration of the Renewal of BMC Support and Maintenance for existing licences Contract in order to consistently deliver a quality service to all Parties.

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Customers vision and objectives and will provide excellent customer service to the Customers throughout the duration of the Contract.



SERVICE LEVELS AND PERFORMANCE

The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Renewal of the BMC Continuous Support and Maintenance subscription for the Part numbers outlined in section 6.2 to be agreed and in place by 31 March 2019;	100%
2	Service Delivery	The Supplier are to adhere to each of the SLA's offered under the required support and maintenance packages;	100%
3	Service Delivery	Access to 24 x 7 website, phone and email BMC support and maintenance as outlined in Section 6.5 throughout the duration of the twelve (12) month contract term; 31 March 2019 until 30 March 2020;	100%

The Customer agrees to work with the supplier to resolve service failure issues. However, it will remain the supplier's sole responsibility to resolve any such service failures.

Warranty Period, if applicable

Not Applicable

Location/Site(s) for Delivery

REDACTED TEXT

Confirmation to be electronically delivered to : REDACTED TEXT

Dates for Delivery of the Goods and/or the Services

31/03/2019

Software

Supplier Software

Not Applicable

Third Party Software

Not Applicable.

Maintenance Agreement

Not Applicable.

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
Scots Law Or <input type="checkbox"/> Northern Ireland Law <input type="checkbox"/>	A: Termed Delivery – Goods <input type="checkbox"/> B: Complex Delivery – Solutions (includes Termed Delivery – Goods) <input type="checkbox"/>	C: Due Diligence <input type="checkbox"/> D: Call Off Guarantee <input type="checkbox"/>
Non-Crown Bodies <input type="checkbox"/> Non-FOIA Public Bodies <input type="checkbox"/>	NB Both of the above options require an Implementation Plan which should be appended to this Order Form	E: NHS Coding Requirements <input type="checkbox"/> F: Continuous Improvement & Benchmarking <input type="checkbox"/>
		G: Customer Premises <input type="checkbox"/> H: Customer Property <input type="checkbox"/> I: MOD Additional Clauses <input checked="" type="checkbox"/>

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

Not Applicable

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)

£703,280.58 (excluding VAT)

Is a Financed Purchase Agreement being used?
Not Applicable.

Estimated Year 1 Call Off Contract Charges (£) £703,280.58 (excluding VAT)



Section D Supplier response

For the below section, the Supplier is referenced as Insight Direct.

Commercially Sensitive information

Support Contract ID REDACTED TEXT

Support Contract ID REDACTED TEXT

Support Contract ID REDACTED TEXT

Support Level Continuous 24x7

Renewal Period 31st March 2019 to 30th March 2020

Timescales for implementing the required support and maintenance Contract

Support will become active on Insight raising a purchase order onto the REDACTED TEXT system. To ensure no delays Insight would require to receive a purchase order at least 3 days before the 30th March 2019 to ensure support continuity.

The Customer will be issued with a Support Document outlining who to contact within REDACTED TEXT and how to log tickets. This will be provided directly by REDACTED TEXT (to reduce time) with a copy provided to Insight for compliance and tracking that the required information has been provide.

You will be provided with a named Insight Account team who will be responsible for ensure REDACTED TEXT comply with the support agreement and to provide you with updated information on order process.

REDACTED TEXT

REDACTED TEXT

VERY IMPORTANT NOTE TO REDUCE CUSTOMER RISK:-

The Support agreements only contain support renewal for a defined range of licenses, the current agreements contain licenses not included in this tender request. If unsupported Customer must deinstall these licenses or face issues of unlicensed usage and penalty costs.

Risk Mitigation for non-delivery

Both Insight and REDACTED TEXT operate 24x7 Support
REDACTED TEXT have SC cleared staff available for remote and onsite support
Both Insight and REDACTED TEXT are ISO27001 certified
120 employees skilled on multiple products to allow for cover of staff absences
Clear defined escalation process as detailed

Support and Maintenance Offering



REDACTED TEXT Support offers the Customer a comprehensive set of service elements as defined below.

Service Delivery	<ul style="list-style-type: none"> ✓ Account Management ✓ Service Reports (quarterly) ✓ Service Reviews (quarterly) ✓ Enhanced Service Levels ✓ Defined Escalation Process ✓ Bi-Annual roadmap session with Fusion's CTO at Corsham to provide technology updates and open forum for architects
Incident Management	<ul style="list-style-type: none"> ✓ Incident Resolution via telephone, email and web access for BMC Administrators ✓ Online Technical Knowledge Base ✓ Remote Access via Web-Ex or VPN ✓ Advisory Support, e.g. "how to..." and "how do I..." questions from BMC Administrators
Problem Management	<ul style="list-style-type: none"> ✓ Solution Health Check and Report (one per annum) ✓ P1 Reporting and Review
Change Management	<ul style="list-style-type: none"> ✓ Change Review and Recommendations
Release Management	<ul style="list-style-type: none"> ✓ Extended Hours for planned maintenance (two per annum) ✓ Critical On-site Support (one per annum)
Configuration Management	<ul style="list-style-type: none"> ✓ Provision of Product Licenses ✓ Provision of Product Updates and Upgrades ✓ Patch Provision
Continuity Management	<ul style="list-style-type: none"> ✓ Disaster Recovery Planning

The REDACTED TEXT Support Centre can be contacted using the following methods:

Telephone

REDACTED TEXT
REDACTED TEXT

Email

REDACTED TEXT

Web Portal

REDACTED TEXT

Response Objectives (Section 6.6)

The Service will operate to the service levels shown below for incident management



Severity	Response Time
S1	1 Clock Hour
S2	4 Business Hours
S3	8 Business Hours
S4	12 Business Hours

Escalation processes

In the event that the Service Level is not being (or is unlikely to be) met on an incident, the following escalation path will be used.

REDACTED TEXT

Staff and Customer Service

REDACTED TEXT will provide as part of the support contract:

Extended Hours for Planned Maintenance (two per annum)

Critical Onsite Support (one per annum)

Service Reviews

Bi Annual Roadmap sessions

Advisory Support

P1 reporting and Reviews

REDACTED TEXT operates 24x7 Support

REDACTED TEXT support staff are BMC accredited and certified for ALL products to be supported in contracts REDACTED TEXT

REDACTED TEXT have SC cleared staff available for remote and onsite support

Insight Complaints process

Insight's complaints-handling process is managed using NextDesk™, Insight's internal workflow tool.

Insight currently operates under the following service level agreements (SLAs) and timescales for complaint resolution for Customers:

- Order status enquiries, configuration and warranty issues – is a 4-hour response SLA
- Complaints:
 - 95% of calls answered within 20 seconds
 - 90% acknowledgement communicated to client within 4 working hours
 - 85% complaints resolved within 1 working day
 - 95% of complaints resolved within 3 working days



- SLA failures escalated to Executive Management on the same day.

Handling and resolution

Insight has numerous channels for receiving complaints. These include:

- Dedicated email address: Your account team
- Customer Service team
- Public Sector Account team
- Framework Compliance Manager.

All complaints are logged using the NextDesk™ tool which in turn triggers an automatic email to the client acknowledging receipt of the complaint and advising of next steps.

Insight has documented and proven best practice procedures to resolve complaints. This process is mandatory and every Insight employee is trained in the process.

Complaints are handled by Insight's dedicated Public Sector Account Teams and supported by the Customer Service Team for resolution. The procedure for handling all complaints to resolution is:

- Determine complaint type
- Provide instant resolution if applicable
- Communicate method of resolution and SLA to Customer
- Raise ticket on NextDesk™, Insight's internal workflow tool
- Send issue and guidance to the relevant department for action via NextDesk™
- Escalate to Sales Managers/relevant department leaders as applicable
- Communicate escalation to Customer and update on issue
- Communicate resolution and agree complaint closure with Customer
- Close ticket on NextDesk™.

Escalation Paths:

Customers are able to escalate complaints on several levels:

- 1st level ~Account Team
- 2nd Level ~Client Director
- 3rd level ~Sales Manager
- 4th level ~Head of Public Sector
- 5th level ~UK Managing Director.

Informing on Progress and Resolutions:

Tracking of complaints is via NextDesk™ (Insight's internal workflow tool). NextDesk™ facilitates the logging, monitoring, task distribution, escalation and resolution of Customer complaints and produces service-level agreement (SLA) reports. At each step in the workflow, NextDesk™ automatically emails the Customer with an update.

The Account Management Team provides updates directly to the Customer at a frequency agreed with the Customer.



When complaints are escalated, senior managers at Insight call the Customer with an update on the resolution and status of the complaint.

Weekly reports of outstanding issues and SLA performance are received by the Framework Compliance Manager to review trend data and procedural compliance.

Total contract value

£703,280.58 (Excluding VAT)

REDACTED TEXT



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	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



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**ANNEX A - CALL OFF SCHEDULE 5: SCHEDULE OF PROCESSING, PERSONAL DATA AND
DATA SUBJECTS**

REDACTED TEXT