**Contract No: 701316377**

**for**

**Annual Renewal of BMC Remedy Software Licence Support and Maintenance Package for Defence Business Services (DBS)**

**SCHEDULE 1**

**Call Off Order Form and Call-Off Terms for the** **Annual Renewal of BMC Remedy Software Licence Support and Maintenance Package – Further Competition under Crown Commercial Service (CCS) Framework RM6068 - Technology Products and Associated Services (Lot 3)**

**Order Form**

**CALL-OFF REFERENCE**: **70131637**

**THE BUYER**: Ministry of Defence – redacted

**BUYER ADDRESS**: DEF Comrcl HO BP3-1a1, Kentigern House, 65 Brown Street, Glasgow G2 8EX

**THE SUPPLIER**: BOXXE Limited

**SUPPLIER ADDRESS**:East Moor House, Suffolk on the forest, York YO61 1ET

The Supplier BOXXE Limited agrees to supply the Services specified below on and subject to the terms of this Call Off Contract – Contract Conditions, which lists the applicable DEFCONS and DEFFORMS

For the avoidance of doubt this Call Off Contract is in accordance with the terms set out in this MOD Framework RM6068 and Conditions of Contract.

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 27 January 2021.

It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

**CALL-OFF LOT(S):**

Lot 3 Software & Associated Services

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:

* Joint Schedules for RM6068

Joint Schedule 4 (Commercially Sensitive Information)

* Call-Off Schedules for 701316377

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 9 (Security) (Part B)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 17 (MOD TERMS)

1. CCS Core Terms (version 3.0.6)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract: **N/A**

CALL-OFF START DATE: 1 February 2021

CALL-OFF EXPIRY DATE: 31 January 2022

CALL-OFF INITIAL PERIOD: 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD**

None

**CALL-OFF DELIVERABLES**

A: see Pricing Schedule

**LOCATION FOR DELIVERY**

See DEFFORM 111

**DATES FOR DELIVERY OF THE DELIVERABLES**

1.2.2021

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **redacted**

**CALL-OFF CHARGES**

redacted

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment will be made in arrears and using the Authorities CP&F E-Procurement Tool

**BUYER’S INVOICE ADDRESS**:

Redacted

**BUYER’S AUTHORISED REPRESENTATIVE**

redacted

Commercial Manager

redacted

Def Comrcl HO BP3-1a1, Kentigern Hse, 65 Brown St, Glasgow G2 8EX

**BUYER’S ENVIRONMENTAL POLICY**

Secretary of State for Defence policy statement on health, safety and environmental protection date 12 July 2013, last updated 15 April 2020 available online at: https://www.gov.uk/government/publications/secretary-of-states-policy-statement-on-safety-health-environmental-protection-and-sustainable-development]

**BUYER’S SECURITY POLICY**

Security Policy Framework available online at: https://www.gov.uk/government/publications/security-policy-framework

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

redacted

Senior Account Manager

redacted

East Moor House, Suffolk on the Forest,

York YO61 1ET

**SUPPLIER’S CONTRACT MANAGER**

as above under Suppliers Authorised Representative

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

redacted

**KEY SUBCONTRACTOR(S)**

redacted

**COMMERCIALLY SENSITIVE INFORMATION**

As detailed in Suppliers Proposal (DEFFORM 539A)-See attached

**SERVICE CREDITS**

Not Applicable

**ADDITIONAL INSURANCES**

Not Applicable

**GUARANTEE**

Not Applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 2 (Call-Off Tender)

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| **Signature:** |  | Signature: |  |
| **Name:** |  | Name: |  |
| **Role:** |  | Role: |  |
| **Date:** |  | Date: |  |

**SCHEDULE 2**

**Statement of Requirements**

|  |
| --- |
| **1. Procurement Reference:** |
| DBS 703 REMEDY - LICENCE AND SUPPORT RENEWAL |
|

**2. Background to Requirement/Overview\***

|  |  |
| --- | --- |
| Annual renewal of business critical, software application |  |

**3. Scope of Requirement\***

|  |  |
| --- | --- |
| **Background:**  Defence Business Services (DBS) upgraded to a current supported version 18.08 of Remedy as detailed below in October 2019. The service supports DBS HR and Finance business functions.  The licence model was purchased from BMC outright in 2012 and the renewal last year was competed to enable continued support based on figures derived from historic analysis of the legacy Remedy system user base.    An exercise has been undertaken this year to report on the maximum usage over the past twelve months, and to validate this against the legacy user base figures. As a result, some flexing of the figures has been recommended to ensure that the current capacity is within the maximum usage and that we are achieving value for money.  **Requirement:**  DBS requires a BMC approved supplier who can meet the following requirements and deliver an associated support package for the business critical, Remedy system:  **Annual renewal of BMC Remedy Software Support Contract: 474499 (for MOD DBS)**  **Business Hours Support Contract for 1 Year: 1 Feb 2021– 31 Jan 2022**  BMC Contact details: redacted  redacted  **User Base:        To cover the following Continuous Support**  1                        REMEDY IT SERVICE MANAGEMENT SUITE  75                      REMEDY CHANGE MANAGEMENT – FLOATING USER ADD ON  50                      REMEDY CHANGE MANAGEMENT – FIXED USER ADD ON  5                       ATRIUM SERVICE LEVEL MANAGEMENT – FIXED USER ADD ON  269                    REMEDY SERVICE DESK – FLOATING USER ADD ON  201                    REMEDY SERVICE DESK – FIXED USER ADD ON  Versions in use:  For Production:  Remedy AR System ITSM V18.08  For Development:  Remedy AR System ITSM V18.08  **SKILLS / EXPERIENCE required from the Support provider:**  **Essential:**  **1.** **Experience in the following:**   BMC Remedy Version 18.08   SMART IT Version 18.08   SMART Reporting Version 18.08   Digital Workplace Version 18.08   SSO 18.1.1  **2.** **Experience & knowledge configuring Remedy Version 18.08 including:**   Mid-tier   User preferences   User Roles   Search   Reporting   Assignment   E-mail   Security   Archiving   Customisations  **3.** **Experience and knowledge in configuring SMART IT including:**   User preferences   User Roles   Search   Reporting   Assignment   Modules; including Change, Incident, Problem, Service Request & Service Level Management  **4.** **Experience and knowledge in configuring SMART Reporting including:**   Application configuration   User Roles & permissions   Custom Views  **5.** **Experience and knowledge in configuring Digital Workplace including:**   Configuration   Service Request Management   SRD Configuration   SSO Configuration  **6.** **Essential Skills**   Advanced Configuration skills   Remedy Environment Management to include:  a. Installs  b. Patch Upgrade  c. Live issue troubleshooting  7. **Qualification/Certification in**  Relational Database technology.  **Desirable**:  Experience of working on MOD / Other Government Department systems infrastructure   Experience of AI Transformation (for the CHIPS and HRMS integrations)   Understand DBS Business Processes   Understand KOFAX integration and configuration   Remedy SSO experience   Familiar with the DBS Casework solution   Knowledge of DBS archive solution  **RESPONSE / RESOLUTION requirement:**  A response/resolution priority based on impact/urgency is required as follows:  **Priorities:**  Major      - full loss of service proposed resolution 4-8 hours.  High        - 2 working days  Routine   - 5 working days.  General Enquiry   - 10 working days.  Responses via e-mail or phone within standard office hours (Mon-Fri 9-5pm)  **SERVICE REVIEW:**  Participation in a regular monthly service review of service and outstanding issues is required |  |

**4. Service Levels and Performance/Milestones**

|  |  |
| --- | --- |
| Participation in a regular monthly service review of service and outstanding issues is required |  |

**5. Security Requirements\***

|  |  |
| --- | --- |
|  |  |

|  |  |  |
| --- | --- | --- |
| **6. Delivery Information:**  A. **Date Required**\***:** |  |  |
| *1 February 2021* | | |

|  |  |  |
| --- | --- | --- |
| **B. Delivery Address\*:** |  | **C. Special Delivery Requirements (if any):** |
| *redacted* |  | *------Insert here-------* |

**SCHEDULE 3**

**Pricing Schedule**

**Annual Renewal of BMC Remedy Software Licence Support and Maintenance Package for Defence Business Services (DBS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quantity** | **Part Number** | **Description** | **Unit Price** | **Total Price** |
| 5 | LAV36.0.0.00 | BMC Atrium Service Level Management - User Lsn Add-on | redacted | redacted |
| 75 | LAW42.0.0.00 | BMC Change Management - Floating User License Add-on | redacted | redacted |
| 50 | LAV33.0.0.00 | BMC Change Management - User License Add-on | redacted | redacted |
| 269 | LAW41.0.0.00 | BMC Remedy IT Service Management Suite | redacted | redacted |
| 201 | LAV34.0.0.00 | BMC Service Desk - Floating User License Add-on | redacted | redacted |
| 1 | LPU93.0.0.00 | BMC Service Desk - User License Add-on | redacted | redacted |
|  |  | Start Date - 1.2.2021 to End Date - 31.1.2022 |  |  |

**Total Cost £193,035.33**

**SCHEDULE 4**

**Additional MOD DEFCONs and DEFFORMs**

In addition to the Terms and Conditions of the RM6068 Framework, the following MOD DEFCONs and DEFFORMs will apply to this contract.

**DEFCONs (Ministry of Defence Conditions)**

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Edition** | **Description** |
| DEFCON 522 | 11/17 | Payment and Recovery of Sums Due |
| DEFCON 531 | 11/14 | Disclosure of Information |
| DEFCON 532A | 05/18 | Protection of Personal Data |
| DEFCON 534 | 06/17 | Subcontracting and Prompt Payment |
| DEFCON 630 | 02/18 | Framework Agreements |
| DEFCON 658 | 10/17 | Cyber |

**DEFFORMs (Ministry of Defence Forms)**

|  |  |  |
| --- | --- | --- |
| **DEFFORM No** | **Version** | **Description** |
| DEFFORM 539A | 08/13 | Tenderer’s Commercially Sensitive Information Form – See Annex C to DEFFORM 47 |
|  |  |  |

**SCHEDULE 5**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: redacted

Address: DEF Comrcl HO BP3a1a1, Kentigern Hse, 65 Brown St, Glasgow G2 8EX

Email: redacted

       

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: redacted

**3. Packaging Design Authority** Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

**N/A**

**4. (a) Supply / Support Management Branch or Order Manager:**

**Branch/Name:**



**(b) U.I.N redacted**

**5. Drawings/Specifications are available from N/A**

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **N/A**

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/  [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed]. **N/A**

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS  030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B.JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com/)

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

 0151-242-2000 Fax: 0151-242-2809

**Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

**1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

(DEFFORM 539A, Edn 08/13)

**SCHEDULE 6**

# Commercially Sensitive Information Form

redacted