



Xpress Software Ltd,
303 Sperry Way,
Stonehouse,
Stonehouse Business Park,
Gloucestershire,
GL10 3UT

Attn: **REDACTED**

e-mail: **REDACTED**

Date: 15 November 2016

Procurement ref: 00088235

Dear Nick

Award of contract for the supply of bespoke Electoral Management System modifications

Following your proposal for the supply of bespoke modifications to your Electoral Management System ('EMS') product on behalf of the Modern Electoral Registration Programme within the Cabinet Office, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Cabinet Office as the Customer and Xpress Software Ltd as the Supplier for the provision of bespoke modifications to the Xpress Software Electoral Management System ('EMS') product. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1.1. The Services shall be delivered at Xpress Software's offices (Xpress Software Ltd, 303 Sperry Way, Stonehouse, Stonehouse Business Park, Gloucestershire, GL10 3UT) and made available to a subset of Xpress Software's customers, as directed by the Cabinet Office.
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be up to a maximum of £500,000, including all extension options, for all Change Requests issued during the period covered by this contract.
- 1.3. The specification of the Services to be supplied is as set out in Appendix 2.
- 1.4. The Term shall commence on 1st April 2016 (the "Start Date") and the Expiry Date shall be 31st March 2017.
- 1.5. The address for notices of the Parties are:

OFFICIAL

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2nd Floor, Aviation
House, 125
Kingsway, London
WC2B 6NH

T 07917 211833
Email:
[ManagedProcurementService@cro
wncommercial.gov.uk](mailto:ManagedProcurementService@croncommercial.gov.uk)

www.gov.uk/ccs

Customer

Cabinet Office
1 Horse Guards Road,
London,
SW1A 2HQ.
Attention: **REDACTED**, Digital Director

Supplier

Xpress Software Ltd,
303 Sperry Way,
Stonehouse,
Stonehouse Business Park,
Gloucestershire,
GL10 3UT
Attn: **REDACTED**

1.6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title/Role
REDACTED	Digital Director
REDACTED	Programme Director
REDACTED	Managing Director

1.7. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

2. Payment

Payment, per Change Request, will be made upon successful completion of the Change Request and following receipt of the Suppliers invoice. All invoices must be sent, quoting a valid purchase order number (PO Number), to: **REDACTED** with a copy to **REDACTED**.

Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the Customer’s Accounts Payable section either by email to **REDACTED** or by telephone on **REDACTED** between 09:00-17:00 Monday to Friday.

3. Liaison

For general liaison your contact will continue to be **REDACTED** or, in their absence, **REDACTED**).

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your



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2nd Floor, Aviation
House, 125
Kingsway, London
WC2B 6NH

T 07917 211833

Email:

[ManagedProcurementService@cro
wncommercial.gov.uk](mailto:ManagedProcurementService@cro
wncommercial.gov.uk)

www.gov.uk/ccs

acceptance of the award of this contract by signing and returning this letter to **REDACTED** at the above address within 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.

Yours sincerely

REDACTED

Procurement Manager, CCS

REDACTED

Signed for the Cabinet Office ("the Customer")

Name: **REDACTED**

Finance Business Partner, Finance Directorate,
Cabinet Office

Signature:

Date:

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for Xpress Software Ltd ("the Supplier")

Name: **REDACTED**

Managing Director

Signature:

Date:

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APPENDIX 1 – Service Charges

This contract is a draw down contract covering the financial year 2016/17. Individual Change Requests will be issued throughout this period. Each Change Request will be negotiated individually to ensure value for money. The Supplier’s Rate Card that will apply for this work is as follows;

Role	Day Rates £ plus VAT
Director	REDACTED
Senior software Engineer	REDACTED
Software Engineer	REDACTED
JR Software Engineer	REDACTED
Senior Business Analyst	REDACTED
Business Analyst	REDACTED
Software Testing	REDACTED
Documentation	REDACTED
Training	REDACTED

APPENDIX 2 – Services to be delivered

This contract is a draw down contract covering the financial year 2016/17. The exact specifications of all the bespoke modifications to the Electoral Management System (‘EMS’) product are not currently known. As the Modern Electoral Registration Programme progresses it will issue individual Change Requests, in line with its Programme goals, each Change Request will be negotiated individually to ensure value for money. The total cost of all Change Requests issued not to exceed the total value of this Contract.

The first two Change Requests are specified in detail, their references are EMS015 and EMS016.

EMS015

EMS016

The 2017 Canvass Pilots work is in the final stages of being specified. The following three documents, noting their current draft status, specify the modifications required to support the 2017 Canvass Pilots.

1. IER EMS Specification State Models - Canvas Pilots 2017 v2.1 issued;
2. IER EMS System Specification - Canvas Pilots 2017 v2.2 issued;
3. IER EMS State Machine Logic - Canvas Pilots 2017 v2.0 issued;