

Direct Award Order Form Template

Direct award Order Form Template

CALL-OFF REFERENCE: Cloud Managed Services

THE BUYER: Raven Housing Trust

BUYER ADDRESS: Raven House, 29 Linkfield Lane, Redhill, Surrey
RH1 1SS

SUPPLIER REFERENCE 0066900001QubjZ

THE SUPPLIER: Exponential-e Limited

SUPPLIER ADDRESS: 100 Lemn St, London E1 8EU

REGISTRATION NUMBER: 04499567

DUNS NUMBER: 64-096-1145

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

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

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):
Lot 1, Lot 2

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) RM3808
3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **Cloud Managed Services**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

Please see Appendix A as agreed within CCS Framework Award Form signed on 31 July 2019

CALL-OFF START DATE 2nd September 2021

CALL-OFF EXPIRY DATE 1st September 2023

CALL-OFF INITIAL PERIOD 24 months

CALL-OFF OPTIONAL EXTENSION PERIOD 3 periods of up to 12 months each

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Customer shall have the right to terminate this Call-Off Contract by providing at least thirty (30) Working Days' written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date

CATALOGUE SERVICE OFFER REFERENCE: RM3808_Lot 1_Lot 2_Exponential-e_SO91 Managed WAN & LAN Infrastructure

CALL-OFF DELIVERABLES

Description	Qty	Location
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Redhill, RH1 1SY
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Crawley, RH11 7DA
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Horley, RH6 7DT
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Reigate, RH2 0RQ
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Crawley, RH11 8AY
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Oxted, RH8 9AU
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Reigate, RH2 7PT
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Banstead, SM7 2EU
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Reigate, RH2 9ES
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Merstham, RH1 3HX
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Tadworth, KT20 5LN
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Redhill, RH1 6EQ
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Horley, RH6 8RQ
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Redhill, RH1 1EG
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Horley, RH6 7JN
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Horley, RH6 7LD
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Tadworth, KT20 5JU
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Tadworth, KT20 6DR
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Redhill, RH1 1SS
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Horley, RH6 7JN
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	1	Haywards Heath, RH16 4RZ,

LOT 1 Pricing: Managed Ethernet Service Bundle

Services	Qty	Area
VPLS Smartwires Ethernet Service (1Gbp.s) Bandwidth 1000Mbps	1	Redhill, RH1 1SS
VPLS Smartwires Ethernet Service (1Gbp.s) Bandwidth 200Mbps	1	Redhill, RH1 1SS
Managed Router Juniper SRX 300	1	Redhill, RH1 1SS
Managed Router Juniper SRX 300	1	Redhill, RH1 1SS
QoS Standard	1	Redhill, RH1 1SS

LOT 1 Pricing: WAN Firewall Services

Services	QTY
Managed Palo Alto 820, Wildfire, Threat Prevention, PANB URL F (HA Pair)	1
SDN Ports	1

LOT 2 Pricing: LAN-side Private Cloud (VDC)

Services	QTY
Reservation vCPU per GHz	160
Reservation vRAM (GB)	616
Tier 1 Storage (GB)	29,350
VDC Standard vCPU	216
VDC Standard vRAM (GB)	890
Cloud replication: licenses	29
Cloud replication: storage GB	15,039
Online Back up: front end GB	16,718
Online Back up: Backend Storage GB	35,077

LOT 2 Pricing: Datacentre Network

Services	QTY
Colocation cross connects 1Gbp.s	8
Service Bandwidth 870 Mbps	1
Service Bandwidth 250 Mbps	1
QoS Standard	1
CITRIX ADC VPX50 Load balancer (HA Active /Passive)	1
Managed Colocation 1Amp, 1U	2
Additional range of 8 IP addresses	4

LOT 2 Pricing: Managed Virtual Server

Managed Services	QTY
Managed Virtual Server (24x7) - Citrix Support VMs	5
Managed Virtual Server (24x7), OS Only	50
Managed Load Balancer	1
Managed RDSH (24x7) - Citrix Session Hosts	21
Managed Citrix PVS Image (24x7)	5

LOT 2 Pricing: Software Licensing

Datacentre Network	QTY
Citrix Virtual Desktops Premium Service	300
SPLA Remote Desktop SAL	300
Microsoft 365 E5	300
Project Plan 3	32
Visio Online Plan 2	25
Power Apps per user plan	3
Power Automate per user plan	2
Sophos CENTRAL Intercept Advanced	107
SSL Certificate	5

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 **£731,984.10 exclusive VAT**

CALL-OFF CHARGES (all figures exclusive VAT)

Description	Location	One-Off Charge	Monthly Charge	Annual Charge
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Redhill, RH1 1SY	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Crawley, RH11 7DA	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Horley, RH6 7DT	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Reigate, RH2 0RQ	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Crawley, RH11 8AY	£0.00	£85.66	£1,027.92

VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Oxted, RH8 9AU	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Reigate, RH2 7PT	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Banstead, SM7 2EU	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Reigate, RH2 9ES	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Merstham, RH1 3HX	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Tadworth, KT20 5LN	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Woodlands Road, Redhill, Redhill, RH1 6EQ	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Horley, RH6 8RQ	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Redhill, RH1 1EG	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Horley, RH6 7JN	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Horley, RH6 7LD	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Tadworth, KT20 5JU	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Tadworth, KT20 6DR	£0.00	£85.66	£1,027.92

VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Redhill, RH1 1SS	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Horley, RH6 7JN	£0.00	£85.66	£1,027.92
VPLS Broadband FTTC with Broadband QoS, managed router and PSTN line (Care level1)	Haywards Heath, RH16 4RZ,	£0.00	£85.66	£1,027.92
Total Annual Recurring Costs		£21,586.32		

LOT 1 Pricing: Managed Ethernet Services

Description	Qty	One-Off Charge	Monthly Charge	Annual Charge
VPLS Smartwires Ethernet Service (1Gbp.s) Bandwidth 1000Mbps	1	£0.00	£697.66	£8,371.92
VPLS Smartwires Ethernet Service (1Gbp.s) Bandwidth 200Mbps	1	£0.00	£706.00	£8,472.00
Managed Router Juniper SRX 300	1	£0.00	£46.42	£557.04
Managed Router Juniper SRX 300	1	£0.00	£46.42	£557.04
QoS Standard	1	£0.00	£24.92	£299.04
Total Annual Recurring Cost (Ethernet Services)				£18,257.04

LOT 1 Pricing: WAN Firewall Services

Description	QTY	Unitary Charge per Month	One-Off Charge	Monthly Charge	Annual Charge
Managed Palo Alto 820, Wildfire, Threat Prevention, PANB URL F (HA Pair)	1	£507.58	£0.00	£1,015.16	£12,181.92
SDN Ports	1	£0.00	£0.00	£0.00	£0.00
Total Annual Recurring Cost (WAN Firewall)					£12,181.92

LOT 2 Pricing: LAN-side Private Cloud (VDC) – Annual Recurring

Description	QTY	One-Off Charge	Unitary Charge per month	Annual Charge
Reservation vCPU per GHz	160	£0.00	£16.00	£30,720.00
Reservation vRAM (GB)	616	£0.00	£10.67	£78,872.64
Tier 1 Storage (GB)	29,530	£0.00	£0.0855	£30,297.78
VDC Standard vCPU	216	£0.00	£12.66	£32,814.72
VDC Standard vRAM (GB)	890	£0.00	£7.91	£84,478.80
Cloud replication: licenses	29	£0.00	£24.00	£8,352.00
Cloud replication: storage GB	15,039	£0.00	£0.08	£14,437.44
Online Back up: front end GB	16,718	£0.00	£0.15	£30,092.40
Online Back up: Backend Storage GB	35,077	£0.00	£0.03	£12,627.72
Total Costs (One-Off & Annual Recurring)		£0		£322,693.92

LOT 2 Pricing: Datacentre Network

Description	QTY	One-Off Charge	Unitary Monthly Charge	Annual Charge
Colocation cross connects 1Gbp.s	8	£0.00	£9.50	£912.00
Service Bandwidth 870 Mbps	1	£0.00	£495.90	£5,950.80
Service Bandwidth 250Mbps	1	£0.00	£142.50	£1,710.00
QoS Standard	1	£0.00	24.92	£299.04
CITRIX ADC VPX50 Load balancer (HA Active /Passive)	1	£0.00	£416.25	£4,995.00
Managed Colocation 1Amp, 1U	2	£0.00	£167.83	£4,027.92
Additional range of 8 IP addresses	4	£0.00	N/A	0.00
Total Annual Recurring Costs		£0.00		£17,893.96

LOT 2 Pricing: Managed Virtual Server

Description	QTY	One-Off Charge	Unitary Monthly Charge	Annual Charge
Managed Virtual Server (24x7) - Citrix Support VMs	5	£0.00	£129.00	£7,740.00
Managed Virtual Server (24x7), OS Only	50	£0.00	£75.80	£45,480.00
Managed Load Balancer	1	£0.00	£64.60	£775.20
Managed RDSH (24x7) - Citrix Session Hosts	21	£0.00	£63.10	£15,901.20
Managed Citrix PVS Image (24x7)	5	£0.00	£167.50	£10,050.00
Total (One-Off & Annual Recurring Costs)				£79,946.40

LOT 2 Pricing: Software Licensing

Datacentre Network	QTY	One-Off Charge	Unitary Monthly Charge	Annual Charge
Citrix Virtual Desktops Premium Service	300	£0.00	£11.41	£41,076.00
SPLA Remote Desktop SAL	300	£0.00	£6.97	£25,092.00
Microsoft 365 E5	300	£0.00	£48.10	£173,160.00
Project Plan 3	32	£0.00	£22.62	£8,686.08
Visio Online Plan 2	25	£0.00	£11.31	£3,393.00
Power Apps per user plan	3	£0.00	£28.25	£1,017.00
Power Automate per user plan	2	£0.00	£10.62	£254.88
Sophos CENTRAL Intercept Advanced	86	£0.00	£5.90	£6,099.00
SSL Certificate	5	£0.00	£10.77	£646.20
Total Annual Recurring Costs		£0.00		£259,424.16

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

Invoicing is monthly in advance

BUYER'S INVOICE ADDRESS:

accountspayable@ravenht.org.uk

Raven Housing Trust

Raven House, 29 Linkfield Lane, Redhill, Surrey RH1 1SS

BUYER'S AUTHORISED REPRESENTATIVE

Chris Pinfold

Service Delivery Manager

Chris.pinfold@ravenht.org.uk

Raven House, 29 Linkfield Lane, Redhill, Surrey RH1 1SS

BUYER'S ENVIRONMENTAL POLICY

PRO25 Sustainability
Policy March 2019.pd

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer on Contract Start) applies.

Part E (Staff Transfer on Exit) will apply to every Contract.

QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 4

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF
REDACTED

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Mukesh Bavisi	Name:	Jonathan Higgs
Role:	Managing Director	Role:	Chief Executive
Date:		Date:	

For and on behalf of the Buyer:	
Signature:	
Name:	Mark Baker
Role:	Director of Finance & Governance
Date:	

Appendix A

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11 : “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – Delete the Clause
Special Term 4	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply.”
Special Term 7	Core Terms Clause 11.2 – amend “£5 million” to “£1 million”
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with: “The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11.”
Special Term 9	Core Terms 14.5 – delete the Clause and replace with: “The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure

	system, and for Call-Off Contracts that it will comply with the relevant Buyer's requirements in respect of Call-Off Schedule 9."
Special Term 10	<p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause :</p> <p>"If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."</p>
Special Term 11	<p>Core Terms – add the following provision:</p> <p>"36. Telecoms Expense Management</p> <p>The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential)."</p>
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> <p>10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.</p>
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:</p> <p style="padding-left: 40px;">the Buyer must promptly pay all outstanding Charges incurred to the Supplier</p> <p style="padding-left: 40px;">the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated</p> <p>Clauses 10.5.3 to 10.5.7 apply</p>