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Commercial  
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## Digital Outcomes and Specialists 5 (RM1043.7)

### Framework Schedule 6 (Order Form)

Version 1.0

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### Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Call-Off Reference:** Digital Marketplace advert ID 19707

**Project Number:** 25602

**Call-Off Title:** Dev Ops Engineer

**Call-Off Contract Description:** The specialist will need to be a highly experienced Dev Ops Engineer. Managing day to day support, technical leadership and guidance, Upholding DWP values and working within Government Digital Standards.

**The Buyer:** Department for Work and Pensions – Neil McCann

**Buyer**

**Address:**

Department of Work and Pensions

Peel Park

Blackpool

FY4 5ES

**The Supplier:** Nimble Delivery Ltd **Supplier**

**Address:**

Fountain Precinct 8th Floor, Balm Green,  
Sheffield,  
South Yorkshire,  
S1 2JA

**Registration Number:** 10571363 **DUNS**

**Number:**

**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **22/3/23** It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

**Call-Off Lot**

**Lot 2:** Digital Specialists

**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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7 ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.7

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

#### **Special Term 1:**

In addition to the provisions of Call-Off Schedule 7 [Key Supplier Staff], the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime.” For the purposes of this Call-Off Contract, the following definition of Supplier Staff shall apply, “Supplier Staff means an individual who is personally providing their services in relation to the Call-Off Contract.”

1.1 Supplier Staff Name(s)

1.2 Start and End date of the Engagement

1.3 The contracted Day Rate of the Supplier Staff

1.4 Is the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No

1.5 If “yes”, please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)

1.6 If “no”, the Buyer will complete an IR35 Check Employment Status for Tax (CEST) Role Assessment and confirm to the SUPPLIER whether the off payroll rules apply or do not apply.

1.7 Where a CEST Role Assessment is undertaken in accordance with para 1.6, the Buyer will issue Status Determination Statement(s) applicable to the Supplier Staff and the Supplier will notify the outcome to the Supplier Staff. The Supplier will accept the outcome of the Status Determination Statement.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

1.8 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at 1.2 to 1.7 above

1.9 The provisions at 1.2 to 1.7 above must be reviewed in the event of any proposed changes to this Order

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Call-Off Start Date: 1<sup>st</sup> April 23

Call-Off Expiry Date: 31<sup>st</sup> March 2025

Call-Off Initial Period: 500 working days

Call-Off Optional Extension Period: 125 Days

Minimum Notice Period for Extensions: 10 Working Days Call-Off

Contract Value: £350,000 excluding VAT.

### **Call-Off Deliverables**

For the provision of a Dev Ops Engineer specialist resource.

Maximum of 500 working days between 1/4/23 and 31/3/25. This excludes any extension period.

A hybrid working practice will be applied, with services being carried out by the Supplier remotely with attendance at 2 St Peter's Square, Manchester. The specialist will be required to be online between the hours of 8:00AM - 17:00PM.

The Dev Ops Engineer will provide support, leadership and guidance. This will include coaching, mentoring and supporting within the team, taking responsibility for their decisionmaking and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £350,000 excluding VAT.

### **Call-Off Charges**

#### **1 Time and Materials (T&M)**

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### **Payment Method**

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Payment method is via BACS monthly in arrears.

**Buyer's Invoice Address**

DWP  
PO Box 406  
SSCL  
Phoenix House Celtic Springs Business Park  
Newport  
NP10 8FZ

Electronic PDF to be invoiced to: [APinvoices-DWP-U@gov.sscl.com](mailto:APinvoices-DWP-U@gov.sscl.com)

**Buyer's Authorised Representative**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Buyer's Security Policy** <https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards>

**Supplier's Authorised Representative**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Progress Report Frequency**

To be organised as required by the Buyer in line with the work being carried out.

**Progress Meeting Frequency**

To be organised as required by the Buyer in line with the work being carried out. Attendees should include key staff responsible for the direct delivery of the services.

**Key Staff DWP**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### **Supplier Key Staff**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### **Key Subcontractor(s)**

N/A

#### **Commercially Sensitive Information**

N/A

#### **Balanced Scorecard**

N/A

#### **Material KPIs**

N/A

#### **Additional Insurances**

N/A

#### **Guarantee**

N/A

#### **Social Value Commitment**

Typical Social Value associated with DOS5 procurement stated in Joint Schedule 5 (Corporate Social Responsibility) and covered off within the Framework Core Terms.

#### **Statement of Works**

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N/A

**For and on behalf of the Supplier:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**For and on behalf of the Buyer:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]



## **Appendix 1**

**Annex 1 (Template Statement of Work)**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Call-Off Contract Reference:** Project\_25602

**Buyer:** Department for Work and Pensions

**Supplier:** Nimble Delivery Ltd

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**Subcontractors:** N/A

## 2 Call-Off Contract Specification – Deliverables Context

### SOW Deliverables Background

Dev Ops Engineer providing support, leadership and guidance This will include coaching, mentoring and supporting the team, taking responsibility for their decision-making and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

**Delivery phase(s):** [Redacted]

## 3 Buyer Requirements – SOW Deliverables

**Dependencies:** For the Dev Ops Engineer to undertake the detailed deliverables, DWP are to provide:

- All reasonably required equipment
- Access to all relevant systems, files, collaboration tools, etc.
- Availability of key technical and business resource (internal and external)

**Supplier Resource Plan:** N/A **Security**

### Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

### SOW Standards:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly

**Performance Management:** N/A

### Additional Requirements:

**Annex 1** – The supplier will not be handling or processing any Personal Data or other sensitive data under this contract.

**Key Supplier Staff:**

[Redacted]

### SOW Reporting Requirements:

N/A

## 4 Charges

**Call Off Contract Charges:**

[Redacted]

**Reimbursable Expenses:**

The Supplier will be responsible for any travel and expenses to the base location for each statement of work. Any travel required in addition to/or outside of the specified locations will only be paid if agreed in advance with DWP and in line with the DWP Travel and Expenses Policy.



DWP Travel  
Policy2.pdf

**5 Signatures and Approvals**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**For and on behalf of the Buyer**

[Redacted]

[Redacted]

[Redacted]

[Redacted]