*Statement of Work (‘SoW’), including pricing arrangements and Key Staff*

|  |  |  |
| --- | --- | --- |
| *Workstream* | *Gated* | *SoW Value* |
|  |  | *£xxxxxx* |

# SOW Details

* 1. Key Information

|  |  |
| --- | --- |
| **Date of SOW:** | *01/01/2019* |
| **SOW Reference:** | CONTRACT\_REF  *SoWXXXX*  *(Supplier Ref: to be completed)* |
| **Buyer:** | *Secretary of State for XXXXX* |
| **Supplier:** | XXXX |
| **Release Type(s):** | [xxxxx] |
| **Phase(s) of Development:** | Multiple (Primarily Build) |
| **Release Completion Date:** | 31/03/2019 |
| **Duration of SOW** | 64 Days (1st Jan 2019 to 31stMar 2019) |
| **Charging Method(s) for this Release:** | Time & Materials |

* 1. The Parties may execute a SoW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SoW in respect of each.
  2. The rights, obligations and details agreed by the Parties and set out in this SoW apply only in relation to the Services that are to be delivered under this SoW and will not apply to any other SoW’s executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

# Resource

* 1. The Parties agree that the Key Staff or Supplier Staff (the “Resource”) in respect of this Project are detailed in Schedule 1 of this SoW.

# SoW Objectives

SoW Objectives and Outcomes are detailed in Schedule 1 of this SOW.

Schedule 1 provides high-level outcomes and summary of epics to describe the overall Buyer’s business goals of this SOW. Deliverables are also outlined in Schedule 1.

# Deliverables

* 1. The Supplier shall deliver the following:
     1. The work plan and schedule for these Deliverables will be agreed with the Projects and Programmes at the start and during the engagement, along with the detailed Reporting and Governance arrangements.
     2. Further detail is provided in the backlog, sprint planning, other documentation and working practices as captured and maintained on the Buyer’s Confluence site.
  2. Core Deliverables and Acceptance are outlined in Schedule 1 of this SoW.

*Table 2B – Deliverables required outside core hours to support releases*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ref | **Deliverables required outside core hours to support releases** | **Resource Name** | **Acceptance Criteria** | **Accepted By** | **Expected Impact Date** |
| 1 |  |  |  |  | *dd/mm/yyyy* |
| 2 |  |  |  |  | *dd/mm/yyyy* |
| 3 |  |  |  |  | *dd/mm/yyyy* |
| 4 |  |  |  |  | *dd/mm/yyyy* |
| 5 |  |  |  |  | *dd/mm/yyyy* |
|  |  |  |  |  | *dd/mm/yyyy* |

*Table 3 – Soft Deliverables and Working Practices*

|  |
| --- |
| * Work as part of a multi-disciplinary team, using Agile principles and methodologies; * SAFe Agile will the preferred framework. * Full participation in the Agile processes of the team in which they are placed, including attendance at team stand-ups, planning sessions and other Agile ceremonies. |
| * Maintain and encourage high-standards of practice. Apply Agile principles and methodologies in a way which aligns with the values and goals of the project and the wider programme. Resources will be expected to work to the core values and standards as set out within the [Civil Service conduct and guidance](https://www.gov.uk/government/collections/civil-service-conduct-and-guidance); |
| * Use their own expertise in building the necessary platforms on the Azure platform for the delivery of the various operating systems, applications and tools. |
| * Collaborate with the Buyer’s service project and architecture team personnel e.g. Designers, Solution Architects, BA’s, Business Architects, and the development / other CPP teams; |
| * Keep a user focused mind-set and consider the impact of their work on the user’s experience and the wider programme; |
| * Ensure knowledge transfer within the Buyer’s programme; |
| * Team members will attend practice groups to which their role is aligned (e.g. architectural practice; Testing, Development practice, delivery manager practice, researcher/BA practice). |
| * Support the activities of the Buyer’s architecture team and wider programme to prepare for any assurance processes and programme reviews. |
| * The Supplier will keep all relevant JIRA pages up-to-date, including resource details and KPIs |
| * The Supplier shall engage with the Development practice community (assisted and coordinated by the Buyer’s Development Practice Lead) to observe and help improve practice standards. |

1. **Standards and Governance**

* Resources shall have Baseline Personnel Security Check (BPSS) clearance (as amended from time to time) which must be dated within three months of the start date. BPSS is required for access to Pre-Pod environments.
* Resources shall, if required by the Buyer, have SC security clearance which must be dated within three months of the Date of SoW stated above.
* The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible, in accordance with clause 12 of the Call-Off Contract.
* The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
* Automating the configuration and management of project infrastructure to be performed according to “Infrastructure as Code” principles.
* The Services must conform to Customer’s Software Delivery Lifecycle (‘SDLC’) which provides high level guidance for constructing pipelines including automation code (Ansible, Jenkins, Maven) which covers the core components needed for the pipeline.
* Acceptance - all work to be completed to meet the “Definition of Done” (as defined on the Buyer’s Confluence page as updated from time to time) with regular and accurate updates to all work tasks using primarily Jira and or Service Now.
* All Deliverables for acceptance shall be ‘peer’ reviewed (as defined by Buyer’s team leads) prior to acceptance.
* Deliverables are to be accepted in line with the criteria set out in this SoW.
* All work undertaken under this SoW shall, always, conform to the Buyers’ Strategic platform Book of Work (available upon request) architecture best practices, and professional standards always.

1. **Core Skills for Resources:**

* The Resources must be appropriately skilled as to be able to deliver the following to best industry practice:

*Table 4 – Core Skills*

|  |
| --- |
| Creation and maintenance of enterprise-focused development artefacts and delivery support. |
| Data analysis including effective communication of conclusions and recommendations. |
| Effective communication of technical concepts to non-technical audiences; |
| Front End development skills including but not limited to; |
| The building of the environments required to support SDLC. |
| The planning and delivering application releases in terms of defined benefits; |
| Delivery of tasking within fast-paced multidisciplinary agile environment; |
| Effective integration with both internal organisation and other supplier delivery teams; |
| Building a culture of continuous delivery and improvement, ensuring that data is regularly analysed, maintained and improved; |
| Effective user centric design, personal data, digital transactions, security and privacy; |
| Effective use of digital delivery tools and technologies necessary for development of UI code for the platform. These include but are not limited to   * + - * Angular       * NodeJS       * HTML / SCSS       * Gulp / Webpack       * Jenkins       * Git/Gerrit |
| Production of high quality documentation. Documentation may include but is not limited to   * + - Presentations and briefings     - High Level Design diagrams     - Low Level Design diagrams     - Network diagrams     - Infrastructure diagrams,     - Architectural documentation. |
| Effective stakeholder management including but not limited to working transparently and collaboratively with governance and decision-making stakeholders. |

1. **Change**

In accordance with Section 30 of the Call-Off Contract, changes which do not require formal contract changes (including backlog, sprint planning or to Resources operating under this SoW) shall be proposed and agreed by the Buyer.

1. **Intellectual Property Rights**

Intellectual Property Right ownership is as per Section 14 of the Call-Off Contract.

1. **Location of Services/Working Arrangements.**

* Primary: or other London location as advised by the Customer from time to time.

Location outside London where on-site research or other stakeholder engagement is required (by exception).

Working arrangements: The Supplier Staff will be required to work at the Primary location, working a five (5) day week. (unless as otherwise as agreed with the Buyer).

1. **Core Service Capacity Flex**

10.1 The Parties acknowledge, in accordance with Section 30 and 31 of the Call-Off Contract terms and conditions, that the capacity required to deliver the Services may change over time

10.2 Accordingly, the following shall apply;

1. On Buyer request, Supplier shall deploy additional Resource in accordance with the Supply SLA as detailed herein
2. On Buyer request, Supplier shall reduce or change the deployed Resource in accordance with the Supply SLA as detailed herein.
3. Changes include but are not limited to:

* Variation to the mix of roles provided
* Variation to the capacity of the team
* Inclusion of Supplier activities to support other Buyer personnel within the Buyer’s project teams for training, mentoring, enhancement of team capacity or otherwise.

1. The Parties acknowledge that a core objective of the Services is business transformation and accordingly that the configuration of the teams may vary substantially over the term of the engagement as the Parties agree and implement transformation targets. Such variation may, by agreement, alter the nature of the roles and the assignment of responsibilities assigned to each role as documented in this initial Sow
2. Any change to the Services under this SoW may not result in a net increase to the maximum value of the SoW.
3. **Supplier Targets**

11.1 Supplier shall conform to the following targets in management of team capacity:

* To deploy a new Resource: 10 Working Days elapsed from receipt of Buyer’s SOW. This does not include the time taken to process Security Clearance, following the acceptance of all relevant documents.
* To exit a Resource:
  1. Where a Resource is being exited for gross misconduct or performance issues, 0 days elapsed from Buyer request.
  2. Where a Resource is being exited due to a change in demand or requirement,
     1. 10 Working Days elapsed from Buyer request; or
     2. as per the provisions for a like-for-like replacement as below

as determined by the Buyer in each case.

The Parties shall discuss any resource/staffing issues prior to the Buyer issuing such a request.

* In like for like replacement of an existing Resource, Supplier shall ensure that there is no break in service and that the incoming Resource receives an adequate hand-over from the outgoing Resource. Supplier must ensure that such hand-over includes an overlap of time on site to ensure proper transition, such overlap to be 2 weeks or otherwise as mutually agreed by the parties where required. Buyer shall ensure that adequate SOW and PO coverage is in place before the replacement is required to start.

11.2 Supplier shall procure that all Supplier personnel have and shall maintain for the duration of their term of service under this Call-Off Contract, the relevant accreditations and security clearances as advised by the Buyer from time to time. Where appropriate, Buyer shall provide reasonable support to the Supplier pursuant to the Supplier’s application for and maintenance of such security clearances beyond BPSS that require department sponsorship.

11.3 Supplier shall develop a pipeline of potential candidates suitable for deployment under this contract. The Buyer may ask the Supplier to discuss the content of the pipeline against new SOWs raised by the Buyer with a view to validating the quality of Resources in advance. Details of any candidates discussed must be kept strictly confidential by the Buyer. Records of any candidate not accepted must be immediately destroyed by the Buyer, unless the Buyer is required to retain such records by Law. The Supplier’s only obligation shall be to meet the SLA as per section 5.4.

11.4 Supplier shall not remove or swap-out their Resource from the service teams without providing 10 Working Days’ notice in each case and ensuring adequate handover as above, insofar as such removal is within the Supplier’s control.

**12. Buyer Targets**

12.1 The Buyer shall provide the Supplier with a purchase order (‘PO’).

12.2 The Buyer shall notify Supplier of any Supplier side service delivery issues whether Resource related or otherwise and in a timely fashion.

**13.KPIs**

13.1 In addition to any Supplier’s performance management obligations set out in Framework Agreement, the Parties have agreed the following KPIs:

The Buyer shall collect data on the following:

1. Team Fulfilment: Required Roles filled, not filled and time to fill.
2. Outcomes Delivery: Required outcomes met, not met and issues arising.
3. Customer Satisfaction: Buyer’s perception of service delivery and issues arising.
4. Commercial Performance: Buyer’s provision of SOWs in advance of candidate supply including provision of follow-on SoW’s for which Supplier proposes to supply Resources already deployed under the Call-Off Contract.;
5. Production of PO’s.
6. Other metrics as advised by the Buyer from time to time and mutually agreed with the supplier.

# 14. Call-Off Contract Charges

14.1 The applicable Call-Off Contract Charges for this SOW (in accordance with the charging method in the Order Form) will be calculated using all the following:

14.1.1 the agreed relevant rates for Resources or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.

14.1.2 the number of days, or pro rata for every part of a day, that Resources or facilities will be actively providing the Services during the term of the SOW.

14.1.3 For the avoidance of doubt, this clause 14.1.3 is not applicable to this SOW. An optional contingency margin of up to 20% applied if required by the Buyer to the sum calculated based on the above two points, to accommodate any changes to the SoW Deliverables during the term of the SOW. The Supplier must obtain prior written approval from the Buyer before applying any contingency margin

14.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

14.3 The detailed breakdown for the provision of Services during the term of this SoW includes but is not limited to:

**Supplier Facilities**

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Facilities Used** | **Description of Supplier Facilities Used** | **Charge Per Facility Per Period (Day)** | **Total Charge Per Facility** |
|  |  |  |  |

**Resource**

Detailed resource is listed in Schedule 1 of this SoW.

Resource Summary

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Role** | **Key Staff or Supplier Staff** | **Initial Resource Name** | **Rate Per Day** | **Expenses Chargeable Per Day**  in line with the Buyer’s expenses policy | **Number of Days Services Provided** | **Total Cost Per Role** |
| Full Stack Developer | XXXX | 12 | £XXX |  | 64 | £XXXX |
| **Total** |  |  |  |  |  | **£XXXX** |

14.3.1 For any work performed at a non-London (outside M25) location, all reasonable travel and expenses costs shall be met in accordance with the rates set out in the MoJ travel and subsistence policy. Expenses will require prior approval from Customer (HMCTS) in order to be reimbursed.

14.3.2 On Buyer’s reasonable request, Supplier shall provide full transparency/information on the rates paid to any Resources and any third parties in the supply chain.

14.4 Call-Off Contract / SoW value summary

|  |  |
| --- | --- |
| **Charge** | **Value** |
| Overall Call-Off Contract Charge | £XXXX |
| Total value of this SoW | £XXXX |

14.5 If a capped or fixed price has been agreed for a SOW: NOT USED

14.5.1 The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and

14.5.2 The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

14.6 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

|  |  |
| --- | --- |
| **Assumptions** |  |
| **Representations** |  |
| **Risks** |  |
| **Contingencies** |  |

14.7 Any changes to the Supplier Staff should be agreed with the Buyer and covered by a separate SoW where it cannot be accommodated within an existing SoW.

14.8 Multiple SoWs can operate concurrently.

14.9 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services, including time sheets, and will provide records to the Buyer for inspection on request.

# 15. Agreement of Statement of Works

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:     |  |  | | --- | --- | | **For and on behalf of the Supplier:** | | | Name and title |  | | Signature and date |  |  |  |  | | --- | --- | | **For and on behalf of the departmental Buyer:** | | | Name and title |  | | Signature and date |  | |

**SCHEDULE 1 – PROJECT TEAMS OBJECTIVES, DELIVERABLES AND RESOURCE**

***SoW Objectives***

|  |  |
| --- | --- |
| **Ref** | **Objectives and Outcomes** |
| **1**  **2**          **3**  **4**  **5**  **6**  **7** | **The objective for the initial statement of work will be to undertake a Discovery into an intranet for UKEF staff.**  **Discovery Outcomes:**  ***An initial high-level scope for the Discovery produced within the first week of the project, based on two days’ exploration with the Authority and further clarificatory questions from the supplier.***  ***A Discovery report including:***   * ***pros, cons and recommendations for improvement of the current intranet*** * ***a prioritised list of user needs for different UKEF staff personas*** * ***business, technical and non-functional requirements for an intranet*** * ***mapping of current user journeys, with an assessment of how easy they are to complete and recommendation, prototyping and initial user testing of future user journeys*** * ***an information architecture proposal, based on the user journey recommendation, prototyping and initial user testing*** * ***proposal for future governance model (e.g. editing/approval rights) for content and structure*** * ***analysis of search result data and recommendations for improvements to search engine functionality*** * ***consideration of improvements to look and feel*** * ***indicative costing for development***   ***User needs and other requirements should be considered in relation the intranet’s role as an engagement, communication, transactional and data/document storage tool.***  ***An audit of existing intranet content, content map and top ten user journeys (from use), including a definition of which parts of UKEF’s full SharePoint estate constitute “the intranet”. The audit report should detail findings such as the volume of content, ownership (e.g. HR, Finance, etc), categorisation, usage, last access/modification, as well as recommendation as to what content should be migrated.***  ***Identification of possible benefits of a redesign of an intranet, including key SMART measures for a redesigned intranet to deliver a staff engagement tool representing best industry practice***  ***A plan for an Alpha phase (including detailed design, acceptance criteria, risks and issues, resources/costs and approach to governance).***  ***Platform recommendations based on user needs and other findings identified under deliverable no. 2***  ***Documented scoping of how an intranet should interface and interact with UKEF’s existing ecosystem, for example HR self-service platform, Sharepoint document storage and the DIT intranet***  ***Deliverables for Alpha and Beta will be agreed following Discovery.*** |

***Core Deliverables and Acceptance***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Ref | **Deliverables** | **Acceptance Criteria** | **Accepted By** | **Review Cycle** |
| 1 | An initial high-level scope for the Discovery produced within the first week of the project, based on two days’ exploration with the Authority and further clarificatory questions from the supplier. | On time and in full as agreed | Project Manager | Within first week of contract |
| 2 | A Discovery report including:   * pros, cons and recommendations for improvement of the current intranet * a prioritised list of user needs for different UKEF staff personas * business, technical and non-functional requirements for an intranet * mapping of current user journeys, with an assessment of how easy they are to complete and recommendation, prototyping and initial user testing of future user journeys * an information architecture proposal, based on the user journey recommendation, prototyping and initial user testing * proposal for future governance model (e.g. editing/approval rights) for content and structure * analysis of search result data and recommendations for improvements to search engine functionality * consideration of improvements to look and feel * indicative costing for development   User needs and other requirements should be considered in relation the intranet’s role as an engagement, communication, transactional and data/document storage tool. | On time and in full as per agreed standards. | Project Manager | As agreed with supplier |
| 3 | An audit of existing intranet content, content map and top ten user journeys (from use), including a definition of which parts of UKEF’s full SharePoint estate constitute “the intranet”. The audit report should detail findings such as the volume of content, ownership (e.g. HR, Finance, etc), categorisation, usage, last access/modification, as well as recommendation as to what content should be migrated. | On time and in full as per agreed standards. | Project Manager | As agreed with supplier |
| 4 | Identification of possible benefits of a redesign of an intranet, including key SMART measures for a redesigned intranet to deliver a staff engagement tool representing best industry practice | Provided on time, in full in a Word document and at a higher level in Presentation for senior stakeholders | Project Manager | As agreed with supplier |
| 5 | A plan for an Alpha phase (including detailed design, acceptance criteria, risks and issues, resources/costs and approach to governance). | On time and in full as per agreed standards. | Project Manager | As agreed with supplier |
| 6 | Platform recommendations based on user needs and other findings identified under deliverable no. 2 | On time and in full as per agreed standards. | Project Manager | As agreed with supplier |
| 7 | Documented scoping of how an intranet should interface and interact with UKEF’s existing ecosystem, for example HR self-service platform, Sharepoint document storage and the DIT intranet | On time and in full as per agreed standards. | Product Manager | As agreed with supplier |