



Crown
Commercial
Service

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)

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: Digital Marketplace advert ID 16800

Project Number: 24930

Call-Off Title: Testing Delivery Manager (1)

Call-Off Contract Description: The specialist will be an experienced test delivery manager with a background of managing IT projects and successfully delivering against milestones and will join an existing team of specialists to deliver IT managed services, networks, end user devices, software and printing services to 180 offices and 3000 users

The Buyer: **Department for Work and Pensions – [REDACTED]**

Buyer Address:

Department of Work and Pensions
Peel Park
Blackpool
FY4 5ES

The Supplier: ROQ Limited

Supplier Address: Assurance House Chorley Business & Technology Centre, East Terrace, Euxton Lane, Chorley, Lancashire, England, PR7 6TE

Registration Number: 06923066

DUNS Number: 211668844

SID4GOV ID:

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13 April 2022.

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 Framework

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

Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 5 the Supplier will notify the outcome to the Supplier Staff. The Supplier will accept the outcome of the Status Determination Statement.

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

Special Term 2:

Terms to revise and supplement Call-Off Schedule 9 Part A– MINIMUM SECURITY REQUIREMENTS;

The Supplier shall comply with the Security Schedule set out in the document below:



DWP%20Augmented
%20Resource%20

Special Term 3:

Call-Off Schedule 1 (Transparency Reports)

| Title | Content | Format | Frequency |
|----------------------------------|--|---------------|------------------|
| Call-Off Contract Charges | Time sheets and invoices. MI capturing monthly actuals and forecasted costs including rates and expenses | Excel | Monthly |

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Call-Off Start Date: 19 April 2022

Call-Off Expiry Date: 18 April 2023

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 3 Months

Minimum Notice Period for Extensions: 10 Working Days

Call-Off Contract Value: £170,000 ex VAT. If extension option taken up this will increase the value to £212,160 ex VAT.

Call-Off Deliverables

For the provision of Testing Delivery specialist resources

Maximum of [REDACTED] working days between 19/04/22 and 18/04/23. This excludes any extension period.

A hybrid working practice will be applied, with services being carried out by the Supplier remotely with attendance at the DWP Manchester, Newcastle and Blackpool offices when required.

The supplier will manage the test & quality assurance aspects of a large-scale programme. Working with the various functional units of DWP FAS, internal teams (Technology Services, PIP CS, Service Management) & 3rd party suppliers for ASIS-IT (Atos) and PIP-IT (new supplier) Managed Services. The Test Manager will establish the Programme Test Strategy & Plan and manage the plan through to the cutover to the FAS Contracts on 1st August 2023. The strategy & plan will not only cover the testing activities and accountability but when they need to be completed by and by whom (internal, 3rd party IT suppliers and Health Professionals and Back Office staff) and will include, but are not limited to, service specific testing, performance/loading testing, security testing, ITHC, accessibility testing, integration testing, data migration testing, end-to-end testing, functional testing, other NFR testing.

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.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

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 £170,000 ex VAT

Call-Off Charges

1 Time and Materials (T&M)

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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

Payment method is via BACS Monthly in Arrears

Buyer's Invoice Address [REDACTED]

Electronic PDF to be invoiced to: [REDACTED]

Buyer's Authorised Representative

[REDACTED]

Commercial Manager

Mobile [REDACTED]

[REDACTED]

DWP, Peel Park, Blackpool, FY4 5ES

Buyer's Security Policy

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

Supplier's Authorised Representative

[REDACTED]

Founding Director

[REDACTED]

[REDACTED]

Assurance House, Euxton, Chorley, PR7 6TE

Supplier's Contract Manager

[REDACTED]

Client Services Manager

[REDACTED]

[REDACTED]

Assurance House, Euxton, Chorley, PR7 6TE

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

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should include key staff responsible for the direct delivery of services.

Key Staff DWP

[REDACTED]

Commercial Manager

Mobile [REDACTED]

[REDACTED]

DWP, Peel Park, Blackpool, FY4 5ES

[REDACTED]

Deputy Director – Delivery

Mobile: [REDACTED]

[REDACTED]

Health and Disability & Benefit Supporting Services

Department for Work and Pensions

St Peter's Square | Manchester | M2 3AA

Supplier Key Staff

[REDACTED]

Testing Delivery Manager

[REDACTED]

[REDACTED]

Assurance House, Euxton, Chorley, PR7 6TE

[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

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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

N/A

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: Founding Director

Date: 07/04/2022

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: Commercial Manager

Date: 13/04/2022

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Appendix 1

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 19/04/2022

SOW Title: FAS IT Testing Delivery Manager

SOW Reference: SOW001

Call-Off Contract Reference: Project_24929

Buyer: Department for Work and Pensions

Supplier: ROQ Limited

SOW Start Date: 19/04/2022

SOW End Date: 18/04/2023

Duration of SOW: 12 Months

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background

The supplier will manage the test & quality assurance aspects of a large-scale programme. Working with the various functional units of DWP FAS, internal teams (Technology Services, PIP CS, Service Management) & 3rd party suppliers for ASIS-IT (Atos) and PIP-IT (new supplier) Managed Services. The Test Manager will establish the Programme Test Strategy & Plan and manage the plan through to the cutover to the FAS Contracts on 1st August 2023. The strategy & plan will not only cover the testing activities and accountability but when they need to be completed by and by whom (internal, 3rd party IT suppliers and Health Professionals and Back Office staff) and will include, but are not limited to, service specific testing, performance/loading testing, security testing, ITHC, accessibility testing, integration testing, data migration testing, end-to-end testing, functional testing, other NFR testing.

Delivery phase(s): To be determined by DWP senior stakeholder.

3 Buyer Requirements – SOW Deliverables

Dependencies: For the Test Delivery Manager to undertake the detailed deliverables, DWP are to provide:

- All reasonably required equipment (Inc. account config, environment access, etc.)
- Access to all relevant systems, files, collaboration tools, etc.
- All relevant documentation, plans, assets, etc.
- Availability of key technical and business resource (internal and external) as detailed in section 2 above
- Stakeholders to review and sign off Testing Delivery Manager outputs within a timely manner to avoid delays
- Any revisions to programme milestones that will impact the detailed deliverables to be shared with Testing Delivery Manager
- Senior management sponsorship and support

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).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

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:

| Key Role | Key Staff | Contract Details | Employment / Engagement Route (incl. inside/outside IR35) |
|--------------------------|------------|------------------|---|
| Testing Delivery Manager | [REDACTED] | [REDACTED] | Inside IR35 |

SOW Reporting Requirements:

N/A

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- [Time and Materials]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £170,000 ex VAT.

Rate Cards Applicable:

| Charging Mechanism | Daily Rate | Total Days to be contracted | Total contract value (ex VAT) | Total contract value (inc VAT) |
|--------------------|------------|-----------------------------|-------------------------------|--------------------------------|
| Time and Materials | [REDACTED] | [REDACTED] | £170,000 | £204,000 |

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.



Business Travel
Extract Aug 17.pdf

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into

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Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: [REDACTED]

Title: Founding Director

Date: 07/04/22

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: Commercial Manager

Date: 13/04/2022

Signature: [REDACTED]