

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference: TRST3010

Call-Off Title: Future Borders Traffic Management Policy Analysis and Technology Feasibility Options

The Buyer: The Department for Transport

Buyer Address: REDACTED

The Supplier: KPMG LLP Supplier Address: REDACTED Registration Number: OC301540 DUNS Number: 423916167

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16/02/2023.

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 1

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)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - o 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 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

None

Call-Off Start Date: 16/02/2022 Call-Off Expiry Date: 14/04/2023 Call-Off Initial Period: 8 weeks Call-Off Optional Extension Period: N/A Call-Off Contract Value: £87,833.00 Call-Off Deliverables



REDACTED

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:

Architecture Principles



Technology Code of Practise

https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice

Service Standards

https://www.gov.uk/service-manual/service-standard

Accessibility

https://accessibility.18f.gov/checklist/

Cyber Essentials Scheme

Not Applicable

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 £87,833.

Call-Off Charges

1 Capped Time and Materials (CTM)

REDACTED

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.

Reimbursable Expenses

Any expenses must be agreed by the Department's Contract Manager and be claimed in line with the Department's T&S Policy.



Travel and Subsistence Annex - V

Payment Method

Electronic Payment. Payment can only be made following satisfactory delivery of pre-agreed deliverables.

Buyer's Invoice Address

REDACTED

Buyer's Authorised Representative

REDACTED Commercial Relationship Manager REDACTED

Buyer's Environmental Policy



DfT Corporate Environmental Policy.p

Buyer's Security Policy



Information cyber security policy.pdf

Supplier's Authorised Representative

REDACTED Managing Director REDACTED

Supplier's Contract Manager

REDACTED Manager REDACTED

Progress Report Frequency

End of week reports, with follow up call to discuss including both DfT & Kent County Council

Progress Meeting Frequency

Twice-weekly stand-up calls including both DfT & Kent County Council

Key Staff REDACTED

Key Subcontractor(s)

REDACTED

Commercially Sensitive Information

Not applicable

Balanced Scorecard

Not Applicable

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
Attendance at Technology Task & Finish Groups	100% Attendance	Attendance at meetings
Attendance of Kent Engagement Day	100% Attendance	Attendance at Event
Accurate and timely billing of Buyer	at least 98% at all times	Invoices

Additional Insurances

Not Applicable

Guarantee

Not Applicable

Social Value Commitment

Not Applicable

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature: REDACTED Name: REDACTED Role: Managing Director, KPMG Date: 16/02/2023

For and on behalf of the Buyer:

Signature: REDACTED Name: REDACTED Role: Commercial Relationship Manager Date: 16/02/2023