

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



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

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

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

Order Form

Call-Off Reference: 18036/prj_708

Call-Off Title: Heat Network Zoning (HNZ) Digital Service (Discovery & Alpha)

Call-Off Contract Description: BEIS require a skilled service design team to help BEIS deliver a new digital service that meets the needs of all users and GDS service standards through discovery and alpha, enabling our users to define heat network zones within their local area visually.

The Buyer: Department for Business, Energy and Industrial Strategy

Buyer Address: 1 Victoria Street, London, SW1H 0ET

The Supplier: TPXimpact Limited

Supplier Address: Runway East (2nd Floor), 20 St Thomas Street, London, SE1 9RS

Registration Number: 6472420

DUNS Number: 211044880

SID4GOV ID: N/A

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 November 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 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 6 (Key Subcontractors) **Optional** – NOT USED
 - Joint Schedule 7 (Financial Difficulties) **Optional** – NOT USED
 - Joint Schedule 8 (Guarantee) **Optional** – NOT USED
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility) **Optional** – NOT USED
 - 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)

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

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) **Optional – NOT USED**
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **Optional**
 - Call-Off Schedule 15 (Call-Off Contract Management) **Optional**
 - Call-Off Schedule 16 (Benchmarking) **Optional – NOT USED**
 - Call-Off Schedule 17 (MOD Terms) **Optional – NOT USED**
 - Call-Off Schedule 18 (Background Checks) **Optional**
 - Call-Off Schedule 19 (Scottish Law) **Optional – NOT USED**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) **Optional – NOT USED**
 - Call-Off Schedule 25 (Ethical Walls Agreement) **Optional – NOT USED**
 - Call-Off Schedule 26 (Cyber Essentials Scheme) **Optional**
- 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:

Contract Pause - There will be a pause in the contract for internal approvals and a determination regarding whether Service Assessments will need to be undertaken between Discovery and Alpha, this may take up to two months. BEIS expect no charges to be brought during this break period.

Break Clause - This Contract includes a break clause between the Discovery and Alpha stages. Where internal approval is not gained to undertake the Alpha stage, the Break Clause will be triggered, and the contract will subsequently expire. The notice period for triggering the break clause will be 1 week.

Call-Off Start Date: 5 December 2022

Call-Off Expiry Date: 21 April 2023

Call-Off Initial Period Discovery: 10 weeks (The Buyer reserves the option to terminate the Contract after the Call-Off Initial Period – Discovery as per the Call-Off Special Terms).

Call-Off Initial Period Alpha: 8 weeks

Call-Off Optional Extension Period: 4.5 weeks

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

Minimum Notice Period for Extensions: 1 week

Call-Off Contract Value Discovery: [REDACTED] excluding VAT

Call-Off Contract Value Alpha: [REDACTED] excluding VAT

Call-Off Deliverables

Summary of the work

We require a skilled service design team to help BEIS deliver a new digital service that meets the needs of all users and GDS service standards through discovery and alpha, enabling Heat Network (HN) stakeholders and the public to access information about potential (and actual) heat network zones within their local area.

Why the work is being done

In autumn 2021 BEIS consulted on proposals which envisage central and local government working together with industry and local stakeholders to identify and designate planning areas within which heat networks are the lowest cost, low carbon solution for decarbonising heating. A nationwide methodology is being developed by the Heat Network Zoning (HNZ) team for identifying and designating Heat Network (HN) zones. HNZ primary legislation is being introduced through the Energy Bill this year and will be followed up with secondary legislation in 2023-25. A HN model is being developed to identify prototype zone boundaries and starter heat network routing with supporting database of building supply and demand opportunities.

Over the next two years the national HN Zoning methodology will identify potential HN Zone locations with associated technoeconomic and carbon information that will need to be socialised with local and national stakeholders for the purpose of local consultation and once legislation is laid before parliament, final HN zone designation. Relevant information relating to each stage from initial identification of heat network opportunity areas, potential zones and designated zones will need to be published.

This requirement is for:

- A six week Discovery followed by a pause for assessment and approval of Discovery outcomes; and subject to Discovery approval
- An eight week Alpha phase.
- Online attendance at internal approval meetings between Discovery and Alpha phases as and when required.

Information generated by the Discovery & Alpha phase will feed into the business case for Zoning (both outline and full) which will need to be finalised by July 2023.

Delivering to these timescales will also allow for a Beta phase to be commenced and delivered ahead of 2025 when the digital platform will be required to start delivery of the zoning policy.

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

Problem to be solved

BEIS are developing:

- A national methodology to identify HN zone boundaries
- Geo-packages representing them
- Indicative HN routing across England
- Database of building supply/demand opportunities.

Currently the methodology outputs are accessible only to mapping specialists, they're not user friendly for those impacted by the legislation i.e. Local authorities and Businesses - who will have statutory duties if they fall within a zone.

We require a display of outputs through a user interface, accessible to all users. This enables the communication of zone locations and the policy and statutory duties ensuring that user needs (Central/Local Government, HN Supply Chain and Building owners) are met.

We need a team with user research and technical digital expertise to learn about:

- Users and what they're trying to achieve.
- Constraints to zone efficiency because of existing service, technology or legislation.
- Underlying policy intent e.g. how Zones (and communication of them) and how the service can support its realisation.
- Opportunities to improve e.g., sharing data with others.

The supplier's team will supplement the existing internal team providing service delivery and UX design skills, user research and content design support'

For the Alpha phase the project team will require additional technical and data architecture and developer support.

Location

Majority of work will be conducted remotely, but we expect the supplier's core team to be available up to five times for face-to-face activity at the BEIS offices in London (1 Victoria Street, SW1H 0ET). Travel expenses will not be reimbursed.

Contract Management

The BEIS team will be available to support the selected delivery partner 5 days per week (Monday to Friday) and expect this commitment from the delivery partner.

Delivery will be governed by standard agile delivery techniques. These could be either a Kanban or a scrum approach (depending on the work) but the standard agile ceremonies

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

appropriate to those will be undertaken. The solution will need to be delivered in line with the government's service manual (<https://www.gov.uk/service-manual>).

We expect these to be led by the Delivery Manager, who will work collaboratively with the Product Manager to prioritise backlogs in refinement sessions.

Intellectual Property Rights

All Intellectual Property Rights (IPR) and outputs of the Discovery and Alpha will belong to BEIS.

Security Clearance

The level of clearance for this requirement is an Enhanced DBS and BPSS, suppliers who do not currently have this will not be excluded from the process however will be expected have upon contract start.

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).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate or 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 [REDACTED] excluding VAT.

Call-Off Charges

Capped Time and Materials (CTM)

Time and materials basis capped under Discovery to a maximum value of [REDACTED] excluding VAT and a max value of [REDACTED] excluding VAT under Alpha.

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.

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

Reimbursable Expenses

None

Payment Method

Monthly in arrears. Bank Transfer to account confirmed by the Supplier on its invoice.

Invoices must include a breakdown of the total charge, detailing work completed, time and charges.

Payment Profile

Deliverable	Date	Payment
Acceptance by BEIS of completion of Discovery.		
Acceptance by BEIS of completion of Alpha.		

Buyer's Invoice Address

Buyer's Authorised Representative

Head of Projects South

Buyer's Environmental Policy

Not used

Buyer's Security Policy

HMG Security Policy Framework, Version 1.1 – May 2018, available online at:
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Supplier's Authorised Representative

Central Operations & Change Director

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

Supplier's Contract Manager

[Redacted]
Partner/Project Director
[Redacted]
[Redacted]
[Redacted]

Progress Report Frequency

Fortnightly on the first working day of the week (plus discussion at weekly Progress Meetings).

Progress Meeting Frequency

On the first Working Day of each week

Key Staff

[Redacted]
Senior Partner – Central Government
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
Partner/Project Director
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
Service Designer
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

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

Technical Architect

[Redacted Signature]

Commercially Sensitive Information

Supplier’s tender as set out at Call-Off Schedule 4 and Supplier's rate card as set out in Call Off Schedule 5

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Material KPIs

See Annex 1 (Template Statement of Work) – Performance Management for Material KPIs

Additional Insurances

N/A

Guarantee

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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:
Name:
Role:
Date:

For and on behalf of the Buyer:

Signature:

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

Name:
Role:
Date:

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

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology:

- SoW 1 – Heat Network Zoning (HNZ) Digital Service Discovery Phase
- SoW 2 – Heat Network Zoning (HNZ) Digital Service Alpha Phase

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

Annex 1 (Template Statement of Work)

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: 01/12/2022

SOW Title: Heat Network Zones Discovery & Alpha

SOW Reference:

Call-Off Contract Reference: 18036/prj_708

Buyer: BEIS

Supplier: TPXimpact Ltd

SOW Start Date: 5/12/2022

SOW End Date: 14/04/2022

Duration of SOW: 19 weeks

Key Personnel (Buyer): [REDACTED] GHNF Scheme Design Manager / Heat Network Specialist

Key Personnel (Supplier):

- [REDACTED] Senior Partner
- [REDACTED] Partner
- [REDACTED] User Researcher
- [REDACTED] Design Lead
- [REDACTED] Designer

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

. [REDACTED] Tech Lead

Subcontractors:

. [REDACTED] Delivery Manager

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

1 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

[Redacted text block containing multiple paragraphs and bulleted lists of deliverables]

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

Delivery phase(s): Discovery

Overview of Requirement: [REDACTED]

2 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Delivery phase(s): Alpha






Overview of Requirement: [REDACTED]

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

	  	
---	--	---

Delivery Plan:

GDS Phase: Discovery			
Week commencing	Project Week	Sprint	Goal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

GDS Phase: Alpha			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Dependencies:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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

Supplier Resource Plan:

[illegible]

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

[illegible]

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 Certificate or Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

N/A

Performance Management:

Material KPIs	Target	Measured by
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Call Off Contract Charges:

- Capped Time and Materials

Reimbursable Expenses:

5 Signatures and Approvals

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

Signature:

For and on behalf of the Buyer

Name:

Title:


Date:

Signature:

Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Names, email addresses, telephone numbers, information on property characteristics and energy efficiency of stakeholders that could be engaged for user research. Information collected as part of user research, including user goals, needs, assisted digital levels, motivations and accessibility needs.
Duration of the Processing	
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing is to collect information as part of user research in order to fulfil the deliverables of this Contract.</p>
Type of Personal Data	<p>Names, email addresses, telephone numbers, information on property characteristics and energy efficiency of stakeholders that could be engaged for user research.</p> <p>Information collected as part of user research, including user goals, needs, assisted digital levels, motivations and accessibility needs.</p>
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, housing data.

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Any personal Data is expected to be saved onto BEIS systems and deleted from the Supplier's systems on completion of the Contract</p>
--	--

