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## **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

**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: **TIT0393**

Call-Off Title: **Digital Traffic Regulation Orders (D-TRO) Alpha**

Call-Off Contract Description:

**An Alpha study is required to review options for TRO data publication and distribution by:**

**Look at different options for storage and distribution of orders, review Use Cases, build prototype if preferred solution is DfT storage repository, build out backlog, identify benefits, provide costings for Beta.**

The Buyer: **Department for Transport**

Buyer Address: **Great Minster House, 33 Horseferry Road, London, SW1P 4DR**

The Supplier: **Informed Solutions Ltd**

Supplier Address: **The Old Bank, Old Market Place, Altrincham, WA14 4PA**

DUNS Number: **34-617-9542**

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 [Insert date of issue].

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**

### **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)
    - 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 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - 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.

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

Call-Off Start Date: 22<sup>nd</sup> February 2023

Call-Off Expiry Date: 21<sup>st</sup> February 2025

Call-Off Initial Period: 8 to 14 weeks for Alpha Phase Subject to formal decisions between both Parties on 24<sup>th</sup> February 2023.

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 2 weeks

Call-Off Contract Value: Up to £1,000,000

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **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:

DfT Architecture Principles:

Service Standards:

Accessibility:

### **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 £397,200

### **Call-Off Charges**

#### **1 Capped Time and Materials (CTM)**

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**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### **Payment Method**

BACS via Purchase Order

## Buyer's Invoice Details



Invoicing  
Procedures.doc

## Buyer's Authorised Representative

[REDACTED]

Head of Traffic Management

[REDACTED]

[REDACTED]

Great Minster House, 33 Horseferry Road, Westminster, London SW1P 4DR

## Buyer's Security Policy

### Information Security Policy

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#### 1. Introduction

The Department for Transport (DfT) Information Security policy, described here and within the policy documents for Information Security and Assurance sets out the minimum requirements for information security with which the Department, its delivery partners and third party suppliers must comply. In turn, these policies support DfT's compliance with the Cabinet Office Security Policy Framework.

#### 2. Scope

DfT's information security policy shall apply to information, information systems, networks, applications, devices, locations and staff within the Department of Transport, its primary delivery partners and third party suppliers.

Compliance with this policy is required to the extent that DfT accepts and retains responsibility for the security assurance of its information assets throughout the delivery chain.

Compliance must be maintained so as to effectively manage information risks to the Department, HMG and citizens and in doing so does not incur disproportionate costs or prevent the Department from conducting its legitimate business.

Never-the-less the scope shall be based on and remain compliant with the mandatory requirements set out within the Cabinet Office Security Policy Framework. Where the responsibility for information security assurance is unclear, the final decision shall be made by the Senior Information Risk Owner, who shall be advised by the Departmental Security Officer and/or the Departmental Data Protection Officer.

#### 3. Aims

The aim of this information security policy is to enable and maintain effective security and confidentiality of information assets processed or stored by and on behalf of DfT. This shall be achieved by:

- Ensuring that all members of DfT staff, its delivery partners and suppliers are aware of and comply with all relevant legislation, including the Data Protection Act 1998, the Freedom of Information Act 2000 and the Official Secrets Act 1989.
- Describing the principles of information security management and how they shall be implemented by and on behalf of DfT.
- Introducing an approach to information security that is consistent with HMG mandatory requirements, minimum measures, Information Assurance Standards and best practice.

**Supplier's Authorised Representative**

[REDACTED]

Chairman

[REDACTED]

[REDACTED]

The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

**Supplier's Contract Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

**Progress Report Frequency**

Fortnightly, dates to be agreed with the Supplier.

**Progress Meeting Frequency**

When required.

**Key Staff**

[REDACTED]

Accountable Executive

[REDACTED]

The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

Informed Solutions staff member

All staff have contracts of employment with Informed Solutions and there is no requirement to issue a Status Determination Statement for IR35 purposes

[REDACTED]

Technical Director and Enterprise Architect

[REDACTED]

The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

Informed Solutions staff member

All staff have contracts of employment with Informed Solutions and there is no requirement to issue a Status Determination Statement for IR35 purposes

[REDACTED]

Lead Delivery Manager

[REDACTED]

The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA

Contractor

Outside IR35 with a Status Determination Statement

**Key Subcontractor(s)**

[REDACTED]

Company Registration Number 08249700

16 Upper Street, Bristol, BS4 3BU

**Exlabs Software Ltd**

Company Registration Number 07805833

86-90 Paul Street, London, EC2A 4NE

**Commercially Sensitive Information**

The Suppliers proposal and accompanying documentation for a period of 5 years.

**Balanced Scorecard**

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

**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):

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
Performance to Pay Process	Green rating	Balanced Scorecard
Partnering Behaviours and Added Value	Green rating	Balanced Scorecard
People (Resourcing)	Amber rating	Balanced Scorecard
People in Place (Delivery)	Green Rating	Balanced Scorecard

**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: Finance and Commercial Director

Date: 17 Feb 2023

**For and on behalf of the**

Signature:



Name:



Role: Procurement Business Partner

Date: 21/02/2023

## **Appendix 1**

**[Insert** 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)].

**[Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

Both parties have agreed that the SoW will be created and agreed at contract inception.

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

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



Annex 1 - Template  
Statement of Work (D