

# 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: **CCTS22A77**

Call-Off Title: **THE PROVISION OF SPEND FORECASTING PROCESS AUTOMATION**

Call-Off Contract Description: **The way that CCS is building its business plan and focusing its efforts is changing. The new business strategy requires a shift from a focus on UK central government, arm’s length bodies and the wider public sector, to a segmented market focus. There is no consistent process or tool which allows forecasting, using customer and market intelligence and data, to enable effective business planning and monitoring of performance. This project will support CCS to focus on the customer, the proposed changes to the way we forecast our customer spend through our frameworks will allow us to support Market Segmentation. Additionally, the outcome of the project intends to support business and product planning by increasing forecasting accuracy through customer opportunity ownership**

The Buyer: **Crown Commercial Service**

Buyer Address: **REDACTED TEXT under FOIA Section 40, Personal Information**

The Supplier: **Made Tech Limited**

Supplier Address: **REDACTED TEXT under FOIA Section 40, Personal Information**

Registration Number: **06591591**

DUNS Number: **211199050\_DUP**

SID4GOV ID: **N/A**

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **Friday 7th October 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 1: Digital Outcomes

#### 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
	+ Joint Schedule 12 (Supply Chain Visibility)
* 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 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 25 (Ethical Walls Agreement)
	+ Call-Off Schedule 26 (Cyber Essentials Scheme)
1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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:

 [None]

Call-Off Start Date: **Tuesday 11th October 2022**

Call-Off Expiry Date: **Tuesday 6th December 2022**

Call-Off Initial Period: **40 Working Days**

Call-Off Optional Extension Period: **20 Working Days**

Call-Off Contract Value: **£93,840.00 Excluding VAT**

#### 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).

#### 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 in the **REDACTED TEXT under FOIA Section 43 Commercial Interests** first 12 months of the Contract.

#### Call-Off Charges

1. Fixed Price

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

 [None]

#### Payment Method

BACS on satisfactory completion of the stated deliverables.

#### Buyer’s Invoice Address

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

#### Buyer’s Authorised Representative

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

#### Buyer’s Environmental Policy

Not applicable.

#### Buyer’s Security Policy

Appended at Call-Off Schedule 9 (Security)

#### Supplier’s Authorised Representative

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

#### Supplier’s Contract Manager

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

#### Progress Report Frequency

#### Progress reports are to be given twice weekly from the commencement of the Contract.

#### Progress Meeting Frequency

The supplier will liaise with the Contracting Authority’s project manager to report progress in a weekly google hangout conference review meeting on the delivery of the work and the requirement.

#### Key Staff

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

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#### Key Subcontractor(s)

**N/A**

#### Commercially Sensitive Information

#### Balanced Scorecard

See 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):

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Service Delivery (SD) | Investigation outputs including provision of intel into the appropriateness of current data sources and accuracy of automation outputs | 100%  |
| 2 | SD | Iterative delivery of automated design and data modelling | 100% |
| 3 | SD | Report on integration with other processes and systems | 100% |
| 4 | SD | Improvement log | 100% |
| 5 | SD | Guidance and standard operating procedures (Including a handover prepared for a future training provider) | 100% |
| 6 | SD | Invoicing/Billing - Compliant and fully transparent breakdown in costs and shall accurately reflect the services provided.Frequency: monthly in arrears | 100% |

#### 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:

Name:

Role:

Date:

**For and on behalf of the Buyer:**

Signature:

Name:

Role:

Date:

### 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 Contact.

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.

# PURPOSE

## The Crown Commercial Service (CCS, hereafter referred to as the Authority) spend forecasting processes have been reviewed and it is not appropriately supporting the CCS business strategy of a market segmented focus, nor is there a consistent process which supports forecasting to allow effective business planning and monitoring of performance.

## The identified approach is automation of the spend forecasting process through an external provider working alongside CCS to build a ‘best practice’ automated solution.

# BACKGROUND TO THE CONTRACTING AUTHORITY

## The authority are the biggest public procurement organisation in the UK. We use our commercial expertise to help buyers in central government and across the public and third sectors to purchase everything from locum doctors and laptops to police cars and electricity.

## The collective purchasing power of our customers, plus our procurement knowledge, means we can get the best commercial deals in the interests of taxpayers.

## In order to manage performance against the business plan the Authority needs to be able to measure and forecast performance against the targets we use to drive the business forward.

# Background to requirement/OVERVIEW of requirement

## The way that CCS is building its business plan and focusing its efforts is changing. The new business strategy requires a shift from a focus on UK central government, arm’s length bodies and the wider public sector, to a segmented market focus.

* 1. There is no consistent process or tool which allows forecasting, using customer and market intelligence and data, to enable effective business planning and monitoring of performance.

## This project will support CCS to focus on the customer, the proposed changes to the way we forecast our customer spend through our frameworks will allow us to support Market Segmentation. Additionally, the outcome of the project intends to support business and product planning by increasing forecasting accuracy through customer opportunity ownership.

## We aim to draw together a number of different data strands to develop a forecast through an automated process, with sign off points.

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| GDS | Government Digital Service |
| SOR | Statement of requirement |
| VAT | Value added tax |
| SD | Service delivery |

# Scope Of Requirement

## To move our current process of spend forecasting from manual to automated:

### All available data sources should be included and manual sign offs, for ownership, and intervention where required;

### It is not expected that we will use or purchase new software; and

### The use of the authorities language and programming tools must be used

* + 1. The supplier will be expected to use the authorities IT system to allow access to data sources

# The Requirement

## The solution must be delivered as a modular design principle which will be handed over to the Authority with full guidance so they are able to iterate and maintain

## The solution must bring several data sources together, engineer them into an appropriate format for modelling and generate a prediction, the output data must be granular enough to split out for business planning purposes

## The capture of user needs, already captured through a discovery phase by the Authority and further stakeholder interviews as required, and prioritisation of those needs to deliver a functional MVP, allowing the authority to add further complexity if required

* 1. The supplier must be able to show experience of:
		1. time-series forecasting,
		2. data reprocessing,
		3. feature engineering,
		4. creating processes with influence from sales pipelines,
		5. using Azure environments for modelling,
		6. implementing KPIs to show performance of the solution against a baseline.

# Key Milestones And Deliverables

## The following indicative contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| Milestone/Deliverable | Description | Timeframe or Delivery Date |
| 1 | Awarding of contract | 24/10/22 |
| 2 | Onboarding process | 27/10/22 |
| 3 | Investigation work completed to include user research and prioritisation of needs | 09/11/22 |
| 4 | Process designs and testing | 09/12/22 |
| 5 | Deliver functional MVP | 14/12/22 |
| 6 | SOPS updated and insight provided to handover to the Authority for future development | 16/12/22 |

#

# MANAGEMENT INFORMATION/reporting

## The dedicated authority PM will manage the stakeholder relationship and reporting.  The PM will facilitate authority elements of the project to assist delivery.  The PM must be included at all relevant stand-ups and receive detailed weekly briefings.

# Volumes

## N/A

# Continuous Improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

## There will be an agreed process to identify and apply any change or enhancement identified/requested by the authority to enhance/amend project scope/ capability.  Where possible, change will be cost neutral; however, total for any authority-initiated change will not exceed 10% of the full contract price.

# Sustainability

## N/A

# QUALITY

## As a product of the authority, it is expected that quality will be of the highest standard.

## User research produced will test clear hypotheses and inform the project team approach to the documents identified.

## All user research must be reported in a format that is easy to understand, and played back to the project team and the authority where appropriate.

## Products designed must follow the GDS design principles.

# PRICE

## Pricing will be on a ‘fixed price’ basis. The final payment, which will not be less than 35% of the total price, will be held back by the Authority until the agreed deliverables have been delivered, confirmed as fit for purpose by the Authority and been proven as an agreed suitable product.

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# Staff And Customer Service

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. This will include provision of support at relevant project meetings

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## The Supplier will ensure that the Authority’s project team has full daily contact with the provider's project team.

# Service Levels And Performance

## The Authority will measure the quality of the Supplier’s delivery by:

### The Potential Bidder will be required to achieve the following service levels and KPIs and against which the Supplier’s performance will be assessed.

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Service Delivery (SD) | Investigation outputs including provision of intel into the appropriateness of current data sources and accuracy of automation outputs | 100%  |
| 2 | SD | Iterative delivery of automated design and data modelling | 100% |
| 3 | SD | Report on integration with other processes and systems | 100% |
| 4 | SD | Improvement log | 100% |
| 5 | SD | Guidance and standard operating procedures (Including a handover prepared for a future training provider) | 100% |
| 6 | SD | Invoicing/Billing - Compliant and fully transparent breakdown in costs and shall accurately reflect the services provided.Frequency: monthly in arrears | 100% |

## 35% of the total cost for the Spend Forecasting project will be paid following delivery of an effective, competent service which meets customer need and which conforms with the stipulated SoR’s.  Should the provided requirements not be delivered to specification within the agreed timescale an element/or all of the final payment will be retained as compensation in lieu of service.

### Where the Contracting Authority identifies poor performance (3 consecutive agreed failures in any rolling 2-month period against agreed service delivery and SLAs, the Supplier shall be required to attend a performance review meeting to understand the issues and how to rectify them. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification. This may take place virtually or at the Contracting Authority’s premises.

### The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust ‘Service Improvement Action Plan’ which sets out its proposals to remedy the service failure. The Service Improvement Plan will be subject to amendment following a performance review meeting and will be agreed by both parties prior to implementation.

### The Contracting Authority will work with the Supplier to resolve any service failures; however, it will remain the Supplier’s responsibility to resolve any/all service failure issues to ensure the service is delivered against the agreed milestones.

# Security and CONFIDENTIALITY requirements

## Staff working on the project at a minimum would need to be BPSS checked in order to work in a government environment. The staff will also be expected to abide by standard confidentiality agreements.

# Payment AND INVOICING

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

* 1. Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**and **REDACTED TEXT under FOIA Section 40, Personal Information**

# CONTRACT MANAGEMENT

## The Authority is content that initial meetings between the Authority and Successful Supplier will take place virtually within one week of contract commencement.

## Attendance at Contract and Project Review meetings will be at the Supplier’s own expense.

# Location

## The Authority is content for work to be completed from the supplier’s own premises and or from an individual's home location. Where specific permission for access to a website is required for auditing or research, this can be arranged by the Authority’s project manager.

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:

**For and on behalf of the Supplier**

Name:

Title:

Date:

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor -** 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:* Business contact details – email for CCS and supplier.
* Personal information related to data sources such as public datasets such as Contracts Finder.

**The Supplier is Controller and the Relevant Authority is Processor**The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:* N/A

**The Parties are Joint Controllers**The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* N/A

**The Parties are Independent Controllers of Personal Data**The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:* Business contact details of Supplier Personnel for which the Supplier is the Controller,
* Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,
* N/A
 |
| Duration of the Processing | 10 weeks |
| Nature and purposes of the Processing | In development of automated predictive models for spend forecasting. Processing takes input sources to produce a new output file |
| Type of Personal Data | Business contact details |
| Categories of Data Subject | General PII – not special category data |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | Data will not be transferred during work only accessed on CCS systems |