

# 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: 16374

Call-Off Title: Department of Work & Pensions Data Architect

Call-Off Contract Description:

Supplier will work with the CAMLite Team to deliver detailed architecture and low-level design for insight/analysis, metric development utilising appropriate modern technologies in order to create:

- A single, centralised, one-stop shop for CAMLite’s reporting and visualisation requirements including Extracting data from the source systems and transforming the data to meet the dimensional requirements.
- Visualisations supporting self-service access;
- A single trusted source of governed, curated data and information for CAMLite.

The deliverables include

The Buyer: Department or Work & Pensions

Buyer Address: Caxton House, 1 Tothill Street, London, SW1H 9NA

The Supplier: RPlus Analytics Solutions Limited

Supplier Address: 44 Redwing Drive, Fulwood, Preston, PR2 9AS

Registration Number: 08258447

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28th January 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 - 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. 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**]
	+ Joint Schedule 10 (Rectification Plan)
	+ 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)
	+ 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)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 15 (Call-Off Contract Management) [**Optional**]
	+ Call-Off Schedule 18 (Background Checks) [**Optional**]
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 25 (Ethical Walls Agreement) [**Optional**]
	+ Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**]
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 Start Date: 28th January 2022

Call-Off Expiry Date: 31st July 2022

Call-Off Initial Period: 6 Months

Call-Off Optional Extension Period: Call off may be extended by 1 period of up to 6 months prior to written agreement by both parties providing at least 30 days notice

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £143,640.00 Inclusive of non-recoverable VAT

#### Call-Off Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  | Qty (Days) | Start date | End Date  |
| Data Architecture Services * Deliver MI Architecture and detailed design for the new CAMLite application.
* Deliver migration approach and the detailed design for CAMLite application migration from the current system.
 | 126 | 28th January 2022 | 31st July 2022 |

#### 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 £143,640.00 Inclusive of VAT

#### Call-Off Charges

**Buyer guidance**: Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

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

Any applicable expenses must be agreed as part of the individual Statement of Work(SOW) and will be in line with the DWP policy on expenses and any travel that incurs expenses will be pre-approved by DWP. If the resource requires hotel accommodation or travel in the execution of their DWP Assignment, DWP will this travel and accommodation in line with DWP Travel Policy.

#### Payment Method

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

The Buyer will issue a purchase order(s) to the Supplier to enable invoicing and payment to be made. The invoice will follow the standard Invoice format mirroring the necessary information from the Purchase Order.

The Supplier shall issue invoices Monthly in arrears to the Buyers Invoice Address stated on the purchase order and also provide the copies to the Supplier Principle contact other representative for each SoW/Purchase Order along with Tome Sheets and any other relevant information as required.

#### Any Travel and Subsistence costs will be clearly identified as a separate cost on each invoice OR a separate additional invoice will be issued by the supplier to solely cover the Travel and subsistence. Any Invoices submitted for Travel & Subsistence must be accompanied by an approval in writing from the Buyer.

#### Buyer’s Invoice Address

DWP

APinvoices-DWP-U@ssclgse.gov.uk

PO BOX 406

SSCL, Phoenix House

Celtic Springs Business Park

Newport

NP10 8FZ

#### Buyer’s Authorised Representative

Sarah Johnson

Commercial Lead

07920 544 962

Sarah.johnson8@dwp.gov.uk

Caxton House, 1 Tothill Street, London, SW1H 9NA

Buyer’s Security Policy

Appended at Call-Off Schedule 9 (Security)

#### Supplier’s Authorised Representative

Venu Kalakota

07809900444

Sales@rplusanalytics.com

44 Redwing Drive, Fulwood, Preston, PR2 9AS

#### Supplier’s Contract Manager

[**Insert** name]

[**Insert** role]

[**Insert** phone]

[**Insert** email address]

[**Insert** address]

#### Key Staff

[Repeat as necessary:

[**Insert** name]

[**Insert** role]

[**Insert** email address]

[**Insert** address]

[**Insert** contract details]

[**Insert** Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]

#### Key Subcontractor(s)

[**Insert** name (registered name if registered)]

#### Additional Insurances

Not applicable

#### Guarantee

Not applicable

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

#### Social Value Commitment

**Insert** 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:

### 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).

### 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.

**Date of SOW:** 28th January 2022

**SOW Title:** Data Architect Services

**SOW Reference:** SOW001

**Call-Off Contract Reference:** 16374

**Buyer:** Department of Work & Pensions

**Supplier:** RPlus Analytics

**SOW Start Date:** 28th January 2022

**SOW End Date:** 27th July 2022

**Duration of SOW:** 6 Months

**Key Personnel (Buyer): Anoop Kurian Technical Architect**

**Key Personnel (Supplier): TBA**

**Subcontractors: TBA**

1. **Call-Off Contract Specification – Deliverables Context**

**Overview of Requirement**: Deliver the high-level design of the MI solution.

Collaborating with the buyer’s team to deliver the high-level design.

Provide regular status updates to the buyer via standard agile ceremonies and reporting/.

1. **Buyer Requirements – SOW Deliverables**

**Outcome Description:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due Date** |
| MS01 | Deliver the high-level design of the MI solution.Collaborating with the buyer’s team to deliver the high-level design. Provide regular status updates to the buyer via standard agile ceremonies and reporting/. | Acceptance to be in accordance with the Acceptance Procedure. | Feb 28th |
| MS02 | Deliver the detailed level design for * Architecture
* Data
* ETL

The solution should be compliant to DWP Technical Standards/NFR requirements.Collaborating with the buyer’s team to deliver the detailed-level design. Provide regular status updates to the buyer via standard agile ceremonies and reporting. | Acceptance to be in accordance with the Acceptance Procedure. | March 31st |
| MS03 | Deliver the testing approach of the MI solution.The supplier should also secure approvals from all governance authorities in DWP for the solution.Collaborating with the buyer’s team to deliver the above deliverables. Provide regular status updates to the buyer via standard agile ceremonies and reporting. | Acceptance to be in accordance with the Acceptance Procedure. | April 30th |
|  | **Data Migration**Supplier will work with the CAMLite delivery team to deliver a migration approach, strategy and the detailed design of the migration from the current legacy system to the new CAMLite application.The deliverables include   | Acceptance to be in accordance with the Acceptance Procedure. |  |
| MS04 | The supplier will explore and Assess the Source System.The supplier will define and Design the Migration.Collaborating with the buyer’s team to deliver the above deliverables. Provide regular status updates to the buyer via standard agile ceremonies and reporting. | Acceptance to be in accordance with the Acceptance Procedure. | May 31st |
| MS05 | The supplier will deliver a detailed design of the Migration Solution.Collaborating with the buyer’s team to deliver the above deliverables. Provide regular status updates to the buyer via standard agile ceremonies and reporting. | Acceptance to be in accordance with the Acceptance Procedure. | June 30th |
| MS06 | The supplier will deliver a testing approach of the Data Migration solution.The supplier should also secure approvals from all governance authorities in DWP for the solution.Collaborating with the buyer’s team to deliver the above deliverables. Provide regular status updates to the buyer via standard agile ceremonies and reporting. | Acceptance to be in accordance with the Acceptance Procedure. | July 31st |

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

**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:**

[**Insert** any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

**Performance Management:**

N/A

**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)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[**Indicate**: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

N/A:

1. **Charges**

**Call Off Contract Charges:**

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

* Time and Materials
	+ - The Supplier Staff shall be allocated to providing the Services at the discretion of the Supplier
		up to the total number of days in the Effort (days) column of the table below.
		- The total number of days in the Effort (days) column of the table below takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation, etc., in which cases the Supplier shall not be required to provide the relevant Supplier Staff.
		- The T&M pricing structure shall apply to the Services.
		- T&M shall be calculated:
		- on a daily basis at the respective Daily Rate (£) for each Supplier Staff, for every day (shown in the table below as an average rate that includes investment days);
		- or pro rata for every part of a day that the Supplier Staff are actively performing the Services
		- The relevant rates for such Supplier Staff are set out in the table below.
		- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Charges incurred.
		- For the avoidance of doubt, no risks or contingencies are included in the Charges.
		- The Supplier shall retain a record timesheet for all Supplier Staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
		- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required, a further SoW will be agreed between the Parties via the Variation Process. The maximum Charges may not be exceeded without agreement of a Variation.
		- The Supplier shall invoice monthly in arrears for the Services delivered.
		- Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the Services:

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[**Insert** **detail**].

**Rate Cards Applicable:**

|  |  |  |  |
| --- | --- | --- | --- |
| Rate (£) | Number of Units  | Unit Description  | Estimated charge per activity (£) |
| 950 | 126 | Service Design Services | £98,280 |

**Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at [£[**Insert**] [**OR** [**Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

1. **Signatures and Approvals**

**Agreement of this SOW**

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:* N/A – Data Architect will not be processing data

**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 – Data Architect will not be processing data

**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 – Data Architect will not be processing data

**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 – Data Architect will not be processing data
* Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]
* N/A – Data Architect will not be processing data
 |
| Duration of the Processing | * N/A – Data Architect will not be processing data
 |
| Nature and purposes of the Processing | * N/A – Data Architect will not be processing data
 |
| Type of Personal Data | * N/A – Data Architect will not be processing data
 |
| Categories of Data Subject | * N/A – Data Architect will not be processing 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 | * N/A – Data Architect will not be processing data
 |