



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 1.0

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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: Digital Marketplace advert ID 17432

Project Number: 25111

Call-Off Title: BSS Senior Dev Ops Engineer

Call-Off Contract Description: The specialist will need to be a highly experienced (Practitioner level) Senior Dev Ops Engineer. Managing day to day support, technical leadership and guidance, creating a DevOps culture and implementing automation best practices. Upholding DWP values and working within Government Digital Standards.

The Buyer: Department for Work and Pensions – [REDACTED]

Buyer Address:

Department of Work and Pensions
Peel Park
Blackpool
FY4 5ES

The Supplier: Nimble Delivery Ltd

Supplier Address: Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA

Registration Number: 10571363

DUNS Number:

SID4GOV ID:

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 4th August 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: Digital 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 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

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- 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 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.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1:

In addition to the provisions of Call-Off Schedule 7 [Key Supplier Staff], the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime.” For the purposes of this Call-Off Contract, the following definition of Supplier Staff shall apply, “Supplier Staff means an individual who is personally providing their services in relation to the Call-Off Contract.”

1.1 Supplier Staff Name(s)

1.2 Start and End date of the Engagement

1.3 The contracted Day Rate of the Supplier Staff

1.4 Is the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No

1.5 If “yes”, please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)

1.6 If “no”, the Buyer will complete an IR35 Check Employment Status for Tax (CEST) Role Assessment and confirm to the SUPPLIER whether the off payroll rules apply or do not apply.

1.7 Where a CEST Role Assessment is undertaken in accordance with para 1.6, the Buyer will issue Status Determination Statement(s) applicable to the Supplier Staff and the Supplier

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will notify the outcome to the Supplier Staff. The Supplier will accept the outcome of the Status Determination Statement.

1.8 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at 1.2 to 1.7 above

1.9 The provisions at 1.2 to 1.7 above must be reviewed in the event of any proposed changes to this Order

Special Term 2:

Terms to revise and supplement Call-Off Schedule 9 Part A– MINIMUM SECURITY REQUIREMENTS;

The Supplier shall comply with the Security Schedule set out in the document below:



DWP%20Augmented
%20Resource%20

Special Term 3:

Call-Off Schedule 1 (Transparency Reports)

Title	Content	Format	Frequency
Call-Off Contract Charges	Time sheets and invoices. MI capturing monthly actuals and forecasted costs including rates and expenses	Excel	Monthly

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Call-Off Start Date: 10th August 2022

Call-Off Expiry Date: 31st March 2023

Call-Off Initial Period: Maximum of 34 weeks ([REDACTED] working days per week)

Call-Off Optional Extension Period: 8.5 weeks (25.5 working days)

Minimum Notice Period for Extensions: 10 Working Days

Call-Off Contract Value: £69,870 excluding VAT. If extension option taken up this will increase the value to £87,337.50 excluding VAT.

Call-Off Deliverables

For the provision of a Senior Dev Ops Engineer specialist resource.

Maximum of [REDACTED] working days between 10/08/22 and 31/03/23. This excludes any extension period.

A hybrid working practice will be applied, with services being carried out by the Supplier remotely with attendance at Peel Park, Blackpool or St Peter's Square, Manchester offices when required. The specialist will be required to be online between the hours of 8:00AM - 17:00PM.

Senior Lead a DevOps Engineering team providing support, technical leadership and guidance, creating a DevOps culture and implementing automation best practices. This will include coaching, mentoring and supporting your team, taking responsibility for their decision-making and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

Design and manage the tactics for building reusable libraries, templates and services and own the development of medium-long term strategies for product lines within your Functional and Professional Communities.

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:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a 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 £69,870 excluding VAT.

Call-Off Charges

1 Time and Materials (T&M)

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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.

Payment Method

Payment method is via BACS monthly in arrears.

Buyer's Invoice Address

[REDACTED]

Electronic PDF to be invoiced to: [REDACTED]

Buyer's Authorised Representative

[REDACTED]

Commercial Manager

Mobile [REDACTED]

[REDACTED]

Phase 2, Peel Park, Blackpool, FY4 5ES

Buyer's Security Policy

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

Supplier's Authorised Representative

[REDACTED]

Delivery Director

Mobile [REDACTED]

[REDACTED]

Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA

Progress Report Frequency

To be organised as required by the Buyer in line with the work being carried out.

Progress Meeting Frequency

To be organised as required by the Buyer in line with the work being carried out. Attendees should include key staff responsible for the direct delivery of the services.

Key Staff DWP

[REDACTED]

Commercial Manager

Mobile [REDACTED]

[REDACTED]

Phase 2, Peel Park, Blackpool, FY4 5ES

[REDACTED]

Benefit Payment Systems

Digital Group

Mobile: [REDACTED]

[REDACTED]

DWP, | Level 2, Kings Court, Sheffield, S3 7UF

Supplier Key Staff

[REDACTED]

Head of Delivery

Mobile: [REDACTED]

[REDACTED]

Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA

[REDACTED]

Delivery Management Office

Mobile: [REDACTED]

[REDACTED]

Fountain Precinct 8th Floor, Balm Green, Sheffield, South Yorkshire, S1 2JA

Key Subcontractor(s)

N/A

Commercially Sensitive Information

N/A

Balanced Scorecard

N/A

Material KPIs

N/A

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Additional Insurances

N/A

Guarantee

N/A

Social Value Commitment

Typical Social Value associated with DOS5 procurement stated in Joint Schedule 5 (Corporate Social Responsibility) and covered off within the Framework Core Terms.

Statement of Works

N/A

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: Delivery Director

Date: 4/8/2022

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: Commercial Manager

Date: 04/08/2022

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Appendix 1

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 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: 10/08/2022

SOW Title: BSS Senior Dev Ops Engineer

SOW Reference: SOW001

Call-Off Contract Reference: Project_25111

Buyer: Department for Work and Pensions

Supplier: Nimble Delivery Ltd

SOW Start Date: 10/08/2022

SOW End Date: 31/03/2023

Duration of SOW: 34 weeks (3 working days per week, maximum of 102 working days)

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background

Senior Lead a DevOps Engineering team providing support, technical leadership and guidance, creating a DevOps culture and implementing automation best practices. This will include coaching, mentoring and supporting your team, taking responsibility for their decision-making and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

Design and manage the tactics for building reusable libraries, templates and services and own the development of medium-long term strategies for product lines within your Functional and Professional Communities.

Delivery phase(s): To be determined by DWP senior stakeholder.

3 Buyer Requirements – SOW Deliverables

Dependencies: For the Senior Dev Ops Engineer to undertake the detailed deliverables, DWP are to provide:

- All reasonably required equipment
- Access to all relevant systems, files, collaboration tools, etc.
- Availability of key technical and business resource (internal and external)
- Stakeholders to review and sign off Senior Dev Ops Engineer outputs within a timely manner to avoid delays

Supplier Resource Plan: N/A

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

SOW Standards:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly

Performance Management: N/A

Additional Requirements:

Annex 1 – The supplier will not be handling or processing any Personal Data or other sensitive data under this contract.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Senior Dev Ops Engineer	[REDACTED]	[REDACTED]	Inside IR35

SOW Reporting Requirements:

N/A

4 Charges

Call Off Contract Charges:

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

- Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £69,870 ex VAT.

Rate Cards Applicable:

Charging Mechanism	Daily Rate	Total Days to be contracted	Total contract value (ex VAT)	Total contract value (inc VAT)
Time and Materials	[REDACTED]	[REDACTED]	£69,870	£83,844

Reimbursable Expenses:

The Supplier will be responsible for any travel and expenses to the base location for each statement of work. Any travel required in addition to/or outside of the specified locations will only be paid if agreed in advance with DWP and in line with the DWP Travel and Expenses Policy.



DWP Travel
Policy2.pdf

5 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

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Name: [REDACTED]

Title: Delivery Director

Date: 4/8/2022

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: Commercial Manager

Date: 04/08/2022

Signature: [REDACTED]