

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: CCIT23A87

Call-Off Title: Provision of Government Project Delivery Hub Discovery

The Buyer: Cabinet Office

Buyer Address: 1 Horse Guards Road, London, SW1A 2HQ

The Supplier: RedRock Consulting Ltd

Supplier Address: Pembroke House, 15 Pembroke Road, Clifton, Bristol, BS8 3BA

Registration Number: 05415757

DUNS Number: 346088987

SID4GOV ID: Not Applicable

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **04th January 2024** at Contract Award.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.8
 - o Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
 - Call-Off Schedule 27 (Security Management)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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:

- RM1043.8 Call-Off Schedule 9 Security is hereby revised to RM1043.8 Call-Off Schedule 27 Security Management Schedule for Consultancy
- RM1043.8 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) where an amendment is made from at least ninety (90) Working Days to ten (10) Working Days, for the number of Working Days after the Start Date, to which the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**") (Section 2.2 of the Schedule).
- RM1043.8 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) where an amendment is made whereby following receipt of the draft BCDR Plan from the Supplier, if the Parties are unable to agree the contents of the BCDR Plan within ten (10) Working Days instead of twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure (Section 2.4 of the Schedule).
- RM1043.8 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) where an amendment is made when the Supplier shall, within five (5) Working Days instead of twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, will provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan (Section 6.3 of the Schedule).
- RM1043.8 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) where an amendment is made when following receipt of the Review Report and the Supplier's

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Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within five (5) Working Days instead of twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure (Section 6.4 of the Schedule).

- RM1043.8 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) where an amendment is made when the Supplier shall, within five (5) Working Days instead of twenty (20) Working Days of the conclusion of each BCDR test, provide to the Buyer a report setting out numerous requirements (Section 7.5 of the Schedule).
- RM1043.8 Call-Off Schedule 10 Exit Management where an amendment made is made from three (3) Months to within ten (10) Working Days after the Start Date to deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of the Schedule and is otherwise reasonably satisfactory to the Buyer (Section 4.1 of the Schedule).
- RM1043.8 Call-Off Schedule 10 Exit Management an amendment made is made for the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") from at least four (4) Months to three (3) Weeks prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than two (2) Weeks from one (1) Month) following the service by either Party of a Termination Notice (Section 5.1 of the Schedule).
- RM1043.8 Call-Off Schedule 1 Transparency Reports an amendment made to the Supplier's reporting requirements set out in the Framework Contract. It was changed from three (3) months to two (2) weeks for the Start Date, for the Supplier to submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements.
- RM1043.8 Call-Off Schedule 7 Key Supplier Staff an amendment made from two (2) weeks to one (1) week for when the Supplier shall notify the Buyer promptly of the absence of any Key Staff. Also, another amendment made from ten (10) working days to five (5) working days for when the Supplier shall ensure that any Key Role is not vacant for any longer.
- RM1043.8 Call-Off Schedule 13 Implementation Plan and Testing an amendment made where the implementation period will be a ten (10) week period rather than a six (6) month period.

Call-Off Start Date: 04th January 2024

Call-Off Expiry Date: 13th March 2024

Call-Off Initial Period: 10 Weeks

Call-Off Optional Extension Period: 5 Weeks

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £99,950.00 (excluding VAT)

Call-Off Deliverables

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

Warranty Period

Not Applicable

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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:

Not Applicable

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.

Call-Off Charges

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Reimbursable Expenses

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Payment Method

Within 10 Working Days of receipt of a countersigned copy of this Order Form, the Buyer will send the Supplier a unique Purchase Order (PO) Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice. The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The payment method for this Call-Off Contract is **BACS**.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (for example, name, email, and telephone number etc.) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Buyer's Invoice Address

REDACTED TEXT under FOIA Section 40, Personal Information

Buyer's Authorised Representative

REDACTED TEXT under FOIA Section 40, Personal Information

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Buyer's Environmental Policy

Please see the Cabinet Office Environmental Policy Statement

Buyer's Security Policy

Appended at Call-Off Schedule 27 (Security Management Schedule for Consultancy)

Supplier's Authorised Representative

REDACTED TEXT under FOIA Section 40, Personal Information

Supplier's Contract Manager

REDACTED TEXT under FOIA Section 40, Personal Information

Progress Report Frequency

Weekly

Progress Meeting Frequency

Weekly at the Operational Board

Key Staff

REDACTED TEXT under FOIA Section 40, Personal Information

Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

Supplier's Commercially Sensitive Information

Balanced Scorecard

Not Applicable

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract:

Material KPIs	Target	Measured by
Supplier response to Buyer queries	Less than or equal to 15 hours of Buyer working hours.	95% of written queries answered to the satisfaction

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		of the Buyer in less than or equal to 15 hours.
Supplier resolution to Buyer issues	Less than or equal to 21.5 hours of Buyer working hours.	95% of written issues resolved to the satisfaction of the Buyer in less than or equal to 21.5 hours.
Supplier delivery of milestones	By the milestone date.	98% of outputs and/or outcomes achieved by milestone dates.

Service Credits

Not Applicable

Additional Insurances

Not Applicable

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.

Signed - via DocuSign
Supplier
REDACTED TEXT under FOIA Section 40, Personal Information

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Buyer
<Commercial Sign Here>
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Annex 1 (Template Statement of Work)

Not Applicable