



**Crown
Commercial
Service**

CALL-OFF CONTRACT

Quality Assurance and Testing for IT
Systems RM3810

PART A Order Form , Specific Terms
PART B Schedules
PART C RM3810 Standard (non-
variable)Terms (*held separately online*)

Buyer Ref:	ICT2019/048
Date sent to supplier:	18/11/2019
Purchase Order Number:	TBA

This agreement is between:

the “Buyer

DEPARTMENT FOR EDUCATION
SANCTUARY BUILDING
Great Smith Street,
London,
SWIP 3BT

the “Supplier”

QUALITEST GROUP UK LTD
29 Winckley Square,
Preston
PR1 3JJ

Together **the “Parties”**

Service delivery contact details:

Buyer:	Name:	<REDACTED>
	Title:	<REDACTED>
	Email:	<REDACTED>
	Telephone:	<REDACTED>
Supplier:	Name:	<REDACTED>
	Title:	<REDACTED>
	Email:	<REDACTED>
	Telephone:	<REDACTED>

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Quality Assurance (QA) and Testing for IT Systems RM3810 and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3810 Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply QA and Testing Services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

Call-Off Contract term:

1. **Commencement Date:** |25/11/2019 |
2. **Length of Contract:** **3 YEARS,**

Contract Charges and payment

3. **The method of payment for the Contract Charges** |BACS The payment method for this Call-Off Contract is 30 days of the date on the invoice, by BACS for services/outputs delivered as detailed in the SoW for each work package in accordance with Schedule 6 Statement of Work
The Supplier will issue electronic invoices monthly in arrears according to the successful completion of work packages. The Buyer will pay the Supplier within 30 days of the date of a valid invoice.

All queries regarding payments or the settlement of invoices will be directed to the Buyer named in the SOW/Purchase Order. General invoice and payment enquires must not be directed to the Contract Manager |

4. Invoice details

- 4.1. Where and how to send invoices |FOR DFE. PO Reference Prefixes 357 & 410:
Department for Education – PO BOX 407
SSCL. Phoenix House, Celtic Springs Bus. Park, Newport NP10 8FZ
APinvoices-DFE-U@sscl.gse.gov.uk

For ESFA. PO Reference Prefixes PDOC, PO-E, S-APO, SFOR, SFPRV, S-PPO:
Accounting Service Centre ESFA,
Cheylesmore House, Quinton
Road, Coventry CV1 2WT
AccountingServices.ESFA@education.gov.uk

A copy of the invoice must also be sent to the Buyer specified within the SoW/Purchase Order

4.2. Invoice information required: e.g. PO, Project

All invoices must include the purchase order number and SoW reference.

A valid invoice will:

- be in PDF format – one PDF per invoice. All supporting documentation must be included within the single PDF;
- be dated and have a unique invoice number;
- quote a valid purchase order number;
- include correct Supplier details;
- specify the services supplied;
- include the correct SoW reference
- be for the correct sum;
- in accordance to costs agreed with the Buyer; and
- provide contact details for queries.

Monthly

5. Invoice Frequency

6. Contract Charges

Up to a maximum £2,450,000 (Excluding VAT) over the entire 3 year term of the contract. The contract will be used via a call off arrangement so there is no guarantee of this level of spend.

All requests for work, within scope of the agreement, shall be initiated by an authorised employee of the Buyer by means of a 'Statement of Work' (SoW) that must be agreed and signed off by the DfE with budget approval for the spend. This SoW will be emailed to the Supplier's nominated representative by a member of the Contracts and Commercial Team. The work will be in the form of individual work packages, detailing the specific requirement and timescales needed. The payment profile for each work package will be linked where appropriate, to the milestones and outputs agreed between the Buyer and Supplier before work initiation.

A purchase order must be in place before any work can commence. The DfE will not be liable for any work the Supplier undertakes outside of the agreed commissioning process.

The Buyer will have the right to terminate the work requested within the SoW at any time by giving the notice to the Supplier. The minimum notice period to be given by the Buyer to terminate under this clause will be the longer of (i) 5 working days or (ii) 20% of the total duration of this Order Form, up to a maximum of 30 Working Days. The Suppliers' obligation to provide the services will end on the date set out in the Buyers' notice.

The Supplier shall work with the Buyer to minimise the impact on the public purse for T&S associated with the operation of this contract.

Unless otherwise provided for under the Supplier's Quality Assurance and Testing for IT Systems RM3810 framework offering, and/or the Supplier has an office in close proximity to one of the Buyer's office where a meeting is to be held (approx. 25 miles radius), if expenditure on T&S is identified as being necessary, T&S will be paid at the level commensurate with the DfE rate in place at the time the expenditure is incurred. DfE rates in place as at April 2017 are listed below:

- Hotel accommodation bed and breakfast – London up to £135.00 including VAT and elsewhere £75.00 including VAT
 - Rail travel shall be restricted to standard class
 - Car mileage at the 'Public Transport Rate' of 0.45p per mile
 - Taxis only payable where their use can be justified against using public transport
- Reasonable subsistence expenses

No other out of pocket expenses shall be allowable.

It is the belief of the parties that this Order Form or the arrangements envisaged under it or the commencement (whether in whole or part) of this Order Form do not constitute a "relevant transfer" for the purposes of the Regulations and that there are no Transferring Buyer Employee, Transferring Customer Employee.

7. Services required:

Quality Assurance and Testing Services RM3810 - Lot 1: QA & Testing Specialists

8. Delivery Location(s)

Department for Education offices at the following locations:

London

Coventry

Sheffield

Manchester

9. Relevant convictions: N/A

10. Staff Vetting and Security Clearance: BPSS

11. Local health and safety procedures: N/A

12. Non-Disclosure requirements:

13. Exit Planning:

The off-boarding plan for this Call-Off Contract shall be agreed between the parties no later than three (3) months from the expiry date of the Call-Off Contract, in the form of an agreed exit plan.

14. Security Requirements:

All Supplier staff with access to DfE data or network will make themselves familiar with the following:

The [HMG security policy framework](#) describes the mandatory security outcomes expected of all of Her Majesty's Government's (HMG) organisations, and their partners handling HMG information.

The departmental security statement and policy framework below sets out the policy statements and documents that collectively describe how the department maintains proportionate and risk managed compliance with these HMG mandatory security outcomes.



security-statement-
policy-framework.doc

15. Protection of Buyer Data: (See section 14)

16. Standards:

The quality standards required for this Call-Off Contract are:

The Supplier warrants that it will carry out the services with reasonable care and skill and that all services supplied hereunder shall be of satisfactory quality and fit for the particular purpose for which they are supplied with reference to the Buyer's requirements and in line with Quality Assurance and Testing for IT Systems Framework

17. Business Continuity and Disaster Recovery:

As per RM3810 Standard Terms

18. Insurance:

The insurance(s) required will be:

- a minimum insurance period of (6 years) following the expiration or Ending of this Call-Off Contract
- Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
- employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by law

Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

19. Supplemental requirements in addition to the Call-Off Terms



20. Buyer Specific Amendments to the Call-Off Terms

The table below lists the editable terms from the [Standard Call-Off Terms](#) for this Call-Off Contract

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain 90 Working days from the date the Buyer accepts the release of work.
	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
39	Termination Events Material Breach	Will remain 15 consecutive Calendar Days

Winning Supplier's information:

21. **Suppliers commercially sensitive information** Winning supplier to confirm any commercially sensitive information from their bid. Commercially sensitive information is comprised of any pricing information, rates and any intellectual property rights of the Supplier.
22. **Sub-Contractors** Winning supplier to confirm details of any sub-contractors are being used. (name and role)

23. Contract Charges and Suppliers Response

Up to a maximum of £2,450,000 (Excluding VAT) over the entire term of the contract (subject to any indexation increase in year 3 as per below). These will be as per the rate card below:



Lot	Role	Day Rate
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		

The above rates shall apply in year 1 and 2 of the Order Form. In respect of year 3, the rates above shall be increased in accordance with the Retail Price Index (All Items) published by the Office for National Statistics to take account of any increase in RPI between October 2019 and October 2021. Thereafter, if the duration of this Order Form is extended, the rates shall be increased in accordance with this index annually.

Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Services to the Buyer as described in Agreement.
- The Parties acknowledge and agree that they have read the Call-Off Contract and Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Agreement specif: [Call-Off Procedure](#))
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of Agreement's [Standard Terms](#).

SIGNED:

	Supplier:	Buyer:
Name:	[]	[]
Title:	[]	[]
Signature:	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p style="text-align: center; font-size: 2em; margin-top: 0;">X</p> <hr style="border: 0.5px solid black; margin: 5px 0;"/> </div>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p style="text-align: center; font-size: 2em; margin-top: 0;">X</p> <hr style="border: 0.5px solid black; margin: 5px 0;"/> </div>
	Select date	Select Data

PART B – THE SCHEDULES

SCHEDULE 1 – SERVICES NEEDED

There is a need for a Testing Service, to support Data, Digital and Technology (DDaT) projects across the DfE from November 2019 to November 2021.

The contract will be a “Call Off” and be used as and when services are required, via individual Statements of Work” (SOW).

This contract under Lot 1: QA & Testing Specialists and will ensure that there is:

- Access to a flexible and cost effective pool of Test specialist professionals, bought ‘as a service’ and capable of delivering services across the full life-cycle of your project or design process
- continuity of Testing services across DDaT
- on-going reliability in the provision of testing services.
- a means for individual work requests to be used to request testing specialists professional.
- a means for the contracts to be managed as call-off contracts, where individual project teams will continue to be responsible for demonstrating their own business cases, arranging the appropriate spend controls and following the agreed governance & assurance frameworks to call-off any services they require to support delivery of their project(s).

REQUIREMENT BACKGROUND

The Group Delivery Function for DDaT, within DfE, requires delivery partners which provides a quality testing service, supporting the DfE’s transition from a policy to delivery department. The supplier will provide testing service skills capable of supporting a range of projects from inception through to live, delivering a service we currently do not have access to in-house. This approach will provide continuity through the lifecycle of projects and ensure the projects are quality assessed and tested to meet the needs of the business

	To be provided by Supplier	To be provided by DfE
Broad technical understanding (testing analysis)	<ol style="list-style-type: none"> 1. Carry out testing across functional security, performance, accessibility, browser and mobile testing. 2. Provision of test professionals - ISEB/ISTQB accredited (minimum foundational level) 3. All test phases – planning, analysis, design, execution & closure. 4. All tests levels including Functional, Non-functional, System integration (SIT), 	<ol style="list-style-type: none"> 1. For automation – testing framework 2. Provide appropriate test environments as required for each request 3. Briefing, Induction and knowledge transfer.

	<p>Performance, User acceptance (UAT), Business acceptance (BAT), Operational acceptance (OAT)</p> <ol style="list-style-type: none"> 5. All Testing Types – Manual testing, Automated testing and testing frameworks, Exploratory testing, Static testing. 6. All Methodologies – Agile, Waterfall, V-Model, Iterative, Hybrid. 	
Communicating analysis and insight	<ol style="list-style-type: none"> 1. Attend all planning sessions. Engaging and presenting analyse and recommendations in the most appropriate manner. 2. All presented stories should be tested and if they can't be this should be highlighted appropriately. 	<ol style="list-style-type: none"> 1. To establish the agile ceremonies -, stand ups, retrospectives, sprint planning (or equivalent for waterfall/v-model projects)
Document production and script execution	<ol style="list-style-type: none"> 1. Production of clear and concise test documentation: test plan, test scripts, test reports and defect logs execute test scripts and raise defects. 	<ol style="list-style-type: none"> 1. Provide Test artefact templates 2. Automation- testing framework 3. Approved defect management process
Undertaking analysis and providing insight	<ol style="list-style-type: none"> 1. Test approach is version controlled, updated to reflect any changes and produced and stored within a shared environment. 2. Understands analytical tools and is numerate, allowing test data to be turned into informed decisions. 	<ol style="list-style-type: none"> 1. Provide all appropriate access to storage and systems as requested.
Quality Assurance	<ol style="list-style-type: none"> 1. Test artefacts are produced in line with appropriate team processes. These are stored in a shared environment in line with policies. 2. Ensure the release and deployment policy and policies, and change management are adhered to. 3. Software changes aligned to user stories, tested and assured within release/sprint; Deployment scripts, including any data migration / conversion updates ready. 4. Reviews, inspections and witnessing to be carried out. 5. Risk management policy is adhered to. 	<ol style="list-style-type: none"> 1. Provide test strategy 2. Test management tool/central repository for test artefacts 3. Defect management tool and process 4. Review test progress and agree any necessary adjustments.

	6. Support calls are triaged by the tester and actioned within the SLA as defined by DFE, any breaches are communicated to the team and lead test manager	
Collaboration	<ol style="list-style-type: none"> 1. Attend and contribute in all appropriate meetings and show and tells. Present systems to the business and wider team 2. Take ownership and update Project plan, giving detail on what is complete, upcoming, blockers and lesson learned. 3. User journey clearly identifiable too the stakeholder's audience. 4. Working with Project personnel and external partners. 	<ol style="list-style-type: none"> 1. To provide Quality Assurance Testing (QAT) 2. DFE will supply project personnel i.e. project manager, business analyst, developer and product owner
Lesson Learned	1. Contributes to the lesson learned.	1. Feedback to supplier on service delivered.

ESSENTIAL SKILLS AND EXPERIENCE

General requirements and deliverables applicable to all roles for Agile projects:

- Experience of applying Agile (preferably Scrum and/or Kanban) methodology to projects, to be applied in line with the Buyer's Agile Test Framework. Be able to confidently talk about agile processes.
- Be an active member of the test community. We are looking for people who attend Meetups and conferences, are members of, and contribute to discussions within the testing community and use social media to further the craft of testing.
- Help define or break down user stories and acceptance criteria using test design techniques, thereby statically testing the solution at the time.
- Contribute to defining and measuring 'Done', and what 'Done' actually means in terms of quality i.e., the process and techniques that can be used to find the degree of "well doneness".
- Assist developers in generating comprehensive unit tests and pair with them as appropriate.
- Focus on understanding what makes a solution or approach valuable to the people using it. Value is context dependent and has to be defined in the context of the project and the Buyer. Using quality characteristics such as functionality, reliability, usability, efficiency, maintainability and portability helps define the context of value and the level and type of testing required to meet the definition of done.
- Evaluate Emergent Behaviour: Focus on how stories, code and modules fit together to deliver the requirements, designing paths through the system using properly selected exploratory testing techniques (not ad-hoc testing) following the customer's needs and the identified risks of the path using test techniques; finding defects that could not be found in unit or integration testing but could easily cause the acceptance testing to fail.
- Upskill in all areas and learn new tools, processes and techniques used by the team.
- Be an Agile champion. Help spread good ideas and processes. Upskill the team and increase their agility and that of the Buyer.
- Attend Testing Clans (based on Spotify's Guilds) to share knowledge and

- experiences with the team and further testing and Agile within the Buyer.
- Enable/mentor/train the Buyer's staff.

Agile Test Lead requirements and deliverables:

- At least 5 years testing experience within agile environments, and at least 2 years as a Lead.
- Understand how to apply a set of guidance and principles to a specific project and justify any decisions.
- Understand the product being developed and what its customers are trying to achieve. Assess user stories and features to understand the business value a feature brings and the impact it might have on other features.
- Contribute to Sprint planning sessions providing input on estimation & velocity.
- Actively contribute to stand-ups and retrospectives and contribute to Show and tell sessions, leading where necessary.
- To be the point of contact for those outside of the team (such as Programme/Project Managers) for Testing.
- Assist the team in discussion and implementation of Testing good practice.
- Raise Project risks, issues and dependencies and escalate appropriately.
- Be hands-on with testing, especially in Agile projects.
- Liaise with Product Owners and users to generate testable acceptance criteria.
- Understand business requirements and background in order to ask appropriate questions, raise appropriate risks and scope Buyer testing and assure supplier system testing/ system integration/ operational acceptance testing appropriately.
- Be pro-active, self-managing and an excellent communicator.
- Monitor defect density and coverage to free up the rest of the team to focus on delivering.
- Potentially operate across multiple projects.
- Have experience in Test-Driven Development (TDD), Behaviour Driven Development (BDD) and Continuous Integration (CI) and some of the tools that are used.
- Have experience of Test Automation, including setting up and using frameworks which include Cucumber and Selenium.
- Produce Test Approaches and Sprint Test Plans collaboratively with the team and suppliers, owning the documentation and managing its completion in line with the Buyer's Test strategy and framework.
- Perform assurance of supplier testing.
- Have experience in Non-Functional requirements and assist the team in their definition and testing.
- Be able to describe exploratory testing techniques and understand the difference between ad-hoc and exploratory testing.
- Ensure/ carry out effective exploratory testing is performed on projects.
- Experience of Cloud based software as a service architecture.
- Performance Test Automation experience (preferably with Microsoft Visual Studio, or J-Meter).
- Experience of security testing, running ZAP and identifying false positives.
- knowledge of code in order to review unit tests.
- Management of Operational Acceptance aspects contained within Agile sprints.
- Be able to execute testing, e.g. performance testing as required and integrating with CI environments wherever possible.
- Understand metrics produced by performance tools, and be able to draw conclusions and present recommendations to the project.

Agile Test Analyst - requirements and deliverables

- At least 5 years practical testing experience within agile environments. working with structured test methods and processes (where applicable).
- Experience in white-box testing of technical rules e.g. Oracle Policy Application (Where applicable).
- Work within and Champion the Buyer's test strategy and frameworks.
- Assist in the creation of acceptance criteria and execute acceptance tests.
- Apply a set of guidance and principles to individual projects
- Contribute to Sprint planning sessions providing input on estimation & velocity.
- Contribute to the creation of test approaches, plans and technical test designs; provide initial estimates and feedback to the Delivery Manager/Test lead/ product owner.
- Deputise in the absence of the Test Lead.
- Confidently contribute to stand-ups, retrospectives and Show and tell sessions, leading where necessary.
- Report to the appropriate Test lead/Delivery Managers with progress on Testing and advise of improvements which can be implemented.
- Train and mentor team members and other Project stakeholders in Test good practice, guidelines and standards.
- Work with the team to ensure seamless, integrated Test approach, including use of Test tools.
- Raise appropriate risks, issues and dependencies.
- Pro-active, self-managing and an excellent communicator; confidently apply a set of guidance, principles and controls to individual projects, working with developers, analysts, project/delivery managers and product owners to help resolve any specification and development design issues, escalating to the Test Manager as necessary.
- Have experience of Test-Driven Development (TDD), Behaviour Driven Development (BDD) and Continuous Integration (CI) and have experience of using Test Automation frameworks which support these (Selenium).
- Have understanding of exploratory testing techniques and understand the difference between ad-hoc and exploratory testing.
- Be able to execute exploratory testing on projects.
- Be able to assist in integration testing.

4. Technical Test Analyst - requirements and deliverables

- At least 5 years T-SQL white-box and black-box system testing experience in ETL and BI environments; ability to understand and write effective and efficient T-SQL scripts for large dataset interrogation; knowledge of stored procedures, functions etc*.
- Excel skills to Intermediate level.
- Good exposure to database and BI solutions; proactively work with architects, developers, analysts, delivery/project managers and product owners to help resolve any specification and development design issues, escalating to the Test / Delivery / Project leads as necessary.
- Good level of exposure to Data Warehousing concepts and principles**.
- Experience with MS SQL Server, including SSIS packages and SSRS reporting.
- Experience with BI Tools e.g. Business Objects, Cognos, Birst**, PowerBI**.

- (Desirable) Experience with MS Team Foundation Server / Test Manager.
 - Experience of working with both waterfall and Agile delivery methodology.
 - Fully contribute to the creation of ETL test approaches, plans and technical test designs; provide initial estimates and feedback to the Test lead for project/resource scheduling purposes.
 - Prepare a test scripts to test each software component and demonstrate the business condition under test and the expected results; prepare and execute test scripts and the observation and recording of test results; identifying and logging of any faults; maintenance and retention of test results, execution logs and test completion reports.
 - Self-managing and an excellent communicator; able to take ownership of individual testing projects; engage with all project colleagues (including the business/customers) on day to day basis in matters of test delivery, including testing improvements, Test good practice, guidelines and standards.
 - Act as Test lead on smaller projects.
 - Potentially operate across multiple projects.
 - Have experience in Test-Driven Development (TDD), Behaviour Driven Development (BDD) and Continuous Integration (CI) and some of the tools that are used (Where applicable).
 - Have experience of Test Automation, including setting up and using test automation frameworks which include Cucumber and Selenium.
 - As required, train and mentor test team members.
-
- Candidates will be expected to achieve a minimum 65% score on an unseen, in-house T-SQL test (sat onsite) ** Essential or Desirable depending on the individual assignment, and which will be notified to the service provider at the time of engagement.

Support requirements and KPIs

- The Buyer's KPIs are set out in the table below:

ID	Metric	Criteria Description	Frequency	Met Target
1	Scheduled Meeting Attendance	Based on attendance rate at the monthly contract/service review by a suitably qualified and authorised Supplier representative	Monthly	11 out of 12 meetings over a rolling twelvemonth period
2	Invoice timeliness	Invoices submitted to the Buyer before COB on the 5th working day of the month	Monthly	11 out of 12 invoices delivered on time in a rolling twelve-month period
3	Invoice accuracy	The number of Invoices submitted in the	Monthly	No more than 1 rejection in a

		Measurement Period that complies with the Customer's requirements		rolling twelve-month period
4	Billing error resolution time	Billing errors of which the Supplier becomes aware or which are raised by the Customer must be investigated and correctly resolved	Monthly	Errors resolved within 5 days
5	Reporting Timeliness	Supplier provides a service report using the agreed template within 5 working days of each month reporting on the previous months activity and financials. The Supplier will minute any items requiring action within the set Action Log within 3 days of the review taking place	Monthly	Within 5 working days of each month Within 3 working days of each review
6	Service Request Response Time	Responses to the Service Request (new resources requests, Knowledge transfers, service swap outs) by the Customer within the agreed time	Monthly	In two weeks
7	Quality of Service – continuity of resource and handover management	Resources assigned to projects are not removed by the Supplier during that project without at least 4 weeks' notice. Handover plans are put into place for a period agreed with the Buyer to be no less than 2 weeks for low complexity projects, 3 weeks for medium complexity projects and 4 weeks for high complexity projects where complexity is determined by the Buyer. Should a handover plan be documented which shortens the handover period and this plan is agreed with the	Monthly	

		Buyer, the handover period may be reduced on a case by-case basis. Handover periods are not to be double-charged to the Buyer		
--	--	--	--	--

Monthly Service Report

The Department for Education requires a Service Report (template provided) to be produced by the supplier within the first 5 working days of each month following the month to which the relevant MI relates.



Managed Services
Monthly Service Rep

SCHEDULE 2 – HIGH LEVEL DELIVERY PLAN

The DfE requires a flexible resourcing service providing rapid ramp-up and ramp-down of testing resources skilled in the methodologies and test and technical disciplines defined by DfE. Resources should be BPSS-cleared and able to work in DfE facilities in London, Coventry, Sheffield and Manchester. We will use our knowledge of best practice in TDD/BDD methods and Agile/DevOps delivery to drive continuous improvement in DfE projects and will implement efficiencies through increased test automation, and the deployment of established frameworks and methods. The service will provide resources fully conversant with the Agile methods and approaches deployed by DfE, fully supported by a comprehensive Service Delivery Management capability.

(Please complete)

SCHEDULE 3 - BUYER RESPONSIBILITIES

Winning supplier to add any responsibilities of the Buyer here. Include anything that the Supplier needs the Buyer to do, to enable them to do their job.

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

SCHEDULE 5 – STATEMENT OF WORK (SoW) Quality Assurance and Testing for IT Systems: RM3810

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

- *The initial Service Delivery Plan – developed for this SoW*
- *Addition documents to support the deliverables*
- *High level objectives for this SoW*

This form is structured in three parts: Part 1 is for the Buyer to complete, Part 2 is for the Supplier to complete, Part 3 is the Buyers and Suppliers Agreement, together with the guidance that should be followed to raise a Purchase Order Requisition.

To be completed by Technology Directorate Contracts and Commercial Team (CCT)			
Date Request sent to Supplier:		SoW Reference:	

Part 1: To be completed by the Buyer	
<p>All requests must be completed in accordance with the Technology Directorate commissioning process / governance arrangements. By submitting this form, you are confirming that all the necessary <u>business case approvals</u> are in place to allow the services to be sourced.</p> <p>NOTE: all sections of the SOW Part 1 must be completed in full. Any partially completed forms will be rejected. A copy of the approved business case must be submitted along with this completed SoW.</p>	
Request Title / Project Name:	
Supplier:	
Buyer:	
Directorate / Division:	
Principal Contact Name:	
Principal Contact Role:	
Principal Contact Address:	
Principal Contact Telephone No:	
IR35 Assessment Outcome	
<p>ACTION: It is the responsibility of the buyer to complete the HMRC IR35 assessment and embed the resulting pdf into the comments cell below. Failure to do so will result in this request being rejected.</p>	
Outcome of IR35 assessment for this	The intermediaries legislation does not apply to this engagement <input type="checkbox"/>

Statement of Work	Comments: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">[embed the IR35 return]</div> <p>[NOTE: if the outcome of the IR35 assessment is either “<i>the intermediaries legislation does apply to this engagement</i>” or “<i>unable to determine the tax status of this engagement</i>” please stop and seek advice from the Contracts and Commercial Team]</p>
--------------------------	--

Funding

Funding Team/Division	[xxx]
Cost Centre	[xxx]

Term

Target Commencement Date	[xxx]
Target Delivery Date	[xxx]

SoW Scope/Objectives
Provide a summary of the Department's requirements, including the overall objectives and activities for the service to be provided and known skills required. Please indicate if there are any requirements to visit departmental offices.

[xxx]

Deliverables
List any specific deliverables that the Service Provider must produce. All deliverables must be defined against measurable acceptance criteria.

Ref	Deliverable Date	Deliverable Description	Acceptance Criteria (quality expected)
xx	xx	Xxx	xx
xx	xx	Xxx	xx

Estimated travel expenses (In-line with DfE expenses policy):	
Expenses	£xxx

Additional Requirements
Insert any additional requirements in respect of this SoW (e.g. Specific reporting requirements, additional security requirements for this Sow, standards, etc.)

[xxx]

Risks
Please identify all known risks that might affect the service provider's ability to deliver the service requirement which meets the acceptance criteria.

[xxx]

SOW Termination

The Buyer will have the right to terminate this work-package at any time by giving the notice to the Supplier specified in this SOW. The Suppliers' obligation to provide the services will end on the date set out in the Buyers' notice.

The minimum notice period to be given by the Buyer to terminate under this clause will be 5 working days.

Senior Responsible Officer (SRO) / Deputy Director Sign Off

I confirm that I have appropriate technical, project and funding approval for this proposal.

I accept the risk and liability in the event of an investigation by HMRC in respect of the IR35 status of this engagement.

Name/Signature of SRO/DD	
Date of SRO/DD approval	

The SOW must now be sent to the email mailbox:
ContractManagement.TECHDIRECTORATE@education.gov.uk

Part 2. To be completed by the Supplier

Response

Provide details on the proposal which sets out an overview of the proposed solution to the Department's Requirements.

[xxx]

Obligations on the Department

Provide details of any obligations on the Department that may be necessary for the activities contained within this SOW.

[xxx]

Charges

The charges shall be constructed using the rates agreed within the contract.

Time and Materials (T&M)

- The T&M pricing structure shall apply:
 - ✓ for Services delivered (or as agreed otherwise by the Parties); and
 - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
 - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
 - 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 is 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 Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all 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 is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Experience Level/ Day Rate / Planned duration of this SoW

Roles	[Experience level] Day Rate £	Planned Duration No. of Days	Total

Estimated expenses: <i>(in agreement between the buyer and supplier)</i>			
Discounts to be applied:			
Total value of this SoW (ex VAT):			
Additional comments: [xxx]			

Key Personnel

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

Table of Key Personnel:
Insert names and roles of Supplier Staff who are considered to be Key Personnel for the purposes of delivering this service and whether they are working onsite or offsite.

Name	Role	Details

Part 3. Agreement of SoW

By signing this SoW, the Parties agree to be bound by the Call-Off Contract terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

For and on behalf of the Supplier:

Name and title _____
 Signature and date _____
 X _____

For and on behalf of the departmental Buyer:

Name and title

Signature and date

X _____

All relevant information from this SOW must now be transferred onto the appropriate Request for Goods and Services/Purchase Order Request template and passed to the nominated Requisitioner for loading onto the appropriate financial system so that a Purchase Order can be produced. The Purchase Order is the agreement by which the Buyer instructs the Supplier to provide services as described in the Suppliers' response to the SOW. The Supplier will commence the work within the agreed timeframe upon receipt of this Purchase Order. Any Purchase Order queries should be directed to the Buyer.

The Buyer should not request that the work commence without presenting the Supplier with a purchase order first. The Supplier should not commence work without cover of a purchase order

SCHEDULE 6 - CONTRACT CHANGE NOTE

Call-Off Contract reference: [Insert]

Contract Change note variation number: [Insert]

This amendment to the agreement is between:

the “Buyer”

[Buyer Full Name

Buyer Full Address]

the “Supplier”

[Supplier Full Name]

[Supplier No.]

[Supplier Full Address](registered office address)

The variation:

The Contract is varied as follows and shall take effect on the date signed by both Parties:

Full Details of the proposed change:

[Insert]

Reason for the change:

[Insert]

Likely impact, if any, of the change on other aspects of the Contract:

[Insert]

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:	[]	[]
Title:	[]	[]
Signature:	<p>X</p> <hr/>	<p>X</p> <hr/>
	[Select date]	[Select Data]

SCHEDULE 7 – COLLABORATION AGREEMENT

[Optional to include at the Buyers discretion]

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/digital-future>

SCHEDULE 8 – GDPR Information

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: Emma Wharram

1.2 The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description Details

Identity of Controller for each Category of Personal Data The Buyer is Controller and the Supplier is Processor

The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:

Any Buyer personal data involved in the delivery of services as described in supplier's service definition with the following features:

- Agile teams embedded onsite within your organisation
- Business as Usual +(BAU) & Continuous Service Improvement (CSI) focus
- Provision of cloud infrastructure engineers dedicated to your environment
- Provision of cloud platform engineers dedicated to your environment
- Provision of DevOps engineers dedicated to your environment
- Provision of Cyber Ops engineers dedicated to your environment
- Provision of service desk resources and team leaders
- Application and Server OS Support specialists
- Tooling includes Azure DevOps, Terraform, Ansible, ARM templates & DSC
- Service delivery embedded within our agile teams

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 Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,
- The scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer

Duration of the Processing All data will be processed between the 1st November 2019 and 31st October 2020 with potential extension of up-to 31st October 2021.

Nature and purposes of the Processing As defined in the delivery of services within relevant RfQs which may include but not limited to collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)

Type of Personal Data As defined in the delivery of services within relevant RfQs which may include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc...

Categories of Data Subject As defined in the delivery of services within relevant RfQs which may include: Staff (including volunteers, agents, and temporary workers), Departments/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc...

Plan for return and destruction of the data once the Processing is complete

UNLESS requirement under Union or Member State law to preserve that type of data The data will be retained in line with DfE's agreed retention policies. The data security clauses within the contact must be adhere to for all data handling, deleting and destruction.

Annex 2 - Joint Controller Agreement
Not Used

PART C –Standard Terms

The standard terms and conditions of the Call-Off Contract have been developed specifically for government/public sector.



RM3810-Call-off-t-an
d-c-v1.docx