

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

Call-Off Ref: RM1043.8

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

Order Form

Call-Off Reference: 34938

Call-Off Title: Evidence Management System Development Contract

Call-Off Contract Description:

Summary of the work to be commissioned:

The purpose of this procurement is to commission further enhancement on the Hydrogen Heating Programme's Evidence Management System (EMS).

In 2022, the Hydrogen Heating Team (HHT) commissioned the development of an Evidence Management System (EMS) to enable the Programme to manage its growing evidence base in a systematic way and create clear lines of sight between evidence and requirements.

The EMS completed its beta phase in October and launched in November 2023. However further improvements and enhancements need to be made to the system once current users have had a chance to use the system for a period of time and once further mapping of planned evidence to known evidence gaps (known as "evidence frameworks") has been completed.

The EMS is built using Microsoft 365 products such as Azure, Power Apps, Power Automate, Power BI and SharePoint.

We have approximately 11 enhancements identified and expect this number to reach around 40 in total once requirement gathering is completed.

The development contract will last a minimum of 10 weeks (with the option to extend by 5 weeks if required). We are open to proposals from suppliers on how best to break down this time into different phases, but we'd estimate circa 2 weeks for mobilisation, requirement gathering and prioritisation, followed by 6 weeks of development sprints, and 2 weeks for final UAT and sign off of updated documentation.

Further details on the Hydrogen Heating Programme and the EMS are set out below.

Hydrogen Heating Programme:

The core aim of the Hydrogen Heating Programme is to enable strategic decisions to be taken in 2026 on the role of Hydrogen in heat decarbonisation, based on appropriate evidence. This will be done by:

- Identifying changes, options and decisions which would be required to enable the use of pure hydrogen for heating in parts or all the gas networks in GB.
- Acquiring and evaluating the evidence required to accurately assess costs, impacts, benefits and feasibility of these changes and options.

The Hydrogen Heating programme is structured into individual sub programmes and cross-cutting teams which are listed below:

Sub programmes

- Consumer Trials
- Network Safety and Impacts
- System Transformation
- End users

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- Safety Assurance
- Markets and Regulatory Frameworks
- Town Pilot

Cross-cutting Teams

- Delivery
- Strategy and Communications
- Analytical
- Technical

Both internal framework users (e.g. End Users and Network Safety and Impacts colleagues who work within DESNZ) and external framework users (e.g. external organisations such as Gas Networks and Energy Networks Association) will upload evidence and view/track evidence to complete their end-to-end journey entirely through EMS to validate the evidence is sufficient to fulfil the requirements and satisfy safety, technical and analytical assurance processes.

Once evidence has been uploaded into the EMS Super Users can perform a 'Quality Check' of evidence within their framework and are able to assign the required assurance type to evidence. Only once evidence has a Quality Check status of 'Approved' and the assurance route is decided will the evidence appear available for assurance. Multiple assurance routes can be selected in parallel; Technical Assurance and Analytical Assurance are done internally whilst the Safety Assurance is via HSE (Health and Safety Executive). The HSE Assurance team will receive, review and update submissions until they are satisfied the evidence is complete, at which point they will close the submission indicating it has satisfied their review.

We also have a 3rd Party Support Service which includes a service desk with email and online support which the future development team will be expected to work closely with to ensure support can be adequately provided in the short and long term.

Accessibility and Penetration testing:

This will be arranged by DESNZ if required and provided by a 3rd Party but successful supplier will be expected to accommodate them.

The Buyer: Department for Energy Security and Net Zero

Buyer Address: 3-8 Whitehall Place, London, SW1A 2EG

The Supplier: **TPXIMPACT LIMITED**

Supplier Address: THE HICKMAN, SECOND FLOOR / 2 WHITECHAPEL ROAD E1 1EW
LONDON United Kingdom

Registration Number: **06472420**

DUNS Number: **21-104-4880**

SID4GOV ID: N/A

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28/03/2024.

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
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - 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 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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:

Special Term 1:

All expenses must be pre-agreed between the parties and must comply with the Cabinet Office Travel and Subsistence Policy. All vendors are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

Call-Off Start Date: 15/04/2024

Call-Off Expiry Date: 24/06/2024

Call-Off Initial Period: 10 weeks

Call-Off Optional Extension Period: 5 weeks

Minimum Notice Period for Extensions: 3 weeks

Call-Off Contract Value: £220,000 with an option to increase by up to 50% of the contract value (£110,000)

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Call-Off Deliverables

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

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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:

<https://www.gov.uk/service-manual/service-standard>

<https://www.gov.uk/guidance/the-technology-code-of-practice>

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 **£220,000 excl VAT**

Call-Off Charges

Only the Charging method(s) selected may be used in each Statement of Work:

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Supplier Rate Card to be used for the Call Off duration as detailed below:

| Role Title | Daily Rate (£ excl VAT) |
|------------|-------------------------|
|------------|-------------------------|

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| | |
|---------------------------------|---|
| Project Sponsor | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Delivery Lead | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Technical Architect | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Microsoft Developer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Tester | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Senior Delivery Manager | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Business Analyst | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| User Researcher | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Content Designer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Senior Power Platform Developer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Junior Power Platform Developer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Power BI Developer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |
| Data Engineer | REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST |

Reimbursable Expenses

None

Payment Method

BACS (30 days in arrears upon receipt of a valid invoice)

All invoices to be submitted monthly in arrears.

All invoices must be sent to **REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION** A valid purchase order number must be included on all invoices and contract number.

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Buyer's Invoice Address

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Clean Heat Directorate

3-8 Whitehall Place, London, SW1A 2EG (Floor 3)

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Buyer's Authorised Representative

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Assistant Product Manager

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

3-8 Whitehall Place, London, SW1A 2EG

Buyer's Environmental Policy

Appended at oCall-Off Schedule 20 (Call-Off Specification)

Buyer's Security Policy

Buyer's security policy is available online at: Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

Supplier's Authorised Representative

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Supplier's Contract Manager

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Progress Report Frequency

Weekly basis

Progress Meeting Frequency

Weekly basis

Key Staff

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

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Key Subcontractor(s)

None

Commercially Sensitive Information

Not applicable

Balanced Scorecard

Not applicable

Material KPIs

As per SOW

Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

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.

For and on behalf of the Supplier:

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

For and on behalf of the Buyer:

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

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)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

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Statement of Work (SoW) 1

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: 28/03/2024

SOW Title: EMS Development Works

SOW Reference: 01

Call-Off Contract Reference: 34938

Buyer: Department for Energy Security and Net Zero

Supplier: TPXIMPACT LIMITED

SOW Start Date: 15/04/2024

SOW End Date: 24/06/2024

Duration of SOW: 10 weeks

Key Personnel (Buyer): REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Key Personnel (Supplier): REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

Subcontractors: None

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: The supplier will further enhance the live Evidence Management System (EMS) by prioritising (with the Product Owner) and building requirements captured by the Hydrogen Heating Team and supplier through user research and engagement. The supplier will then facilitate UAT testing and update all relevant documentation to the required standard, this is including but not limited to the High-Level Design, User Guide, Admin Run Book, RAID log and Service Transition Document.

Delivery phase(s): Live, development

Overview of Requirement: Updated Main EMS App, Updated Admin App, Processes and documentation.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

| Milestone Ref | Milestone Description | Acceptance Criteria | Due Date |
|---------------|--|--|----------|
| MS01 | Fully updated EMS Main Application Live (all user needs completed) | 90% User Acceptance pass rate and live service in production | Week 9 |
| MS02 | Fully updated EMS Admin Application Live | 90% User Acceptance pass rate and live service in production | Week 9 |
| MS03 | Updated Run Book and User Guides | Signed off by Product Owner | Week 9 |
| MS04 | End of phase report | Approved by relevant DESNZ Digital Governance Board | Week 9 |
| MS05 | Updated High Level Design | Approved by relevant DESNZ Digital Governance Board | Week 8 |
| MS06 | Backlog (including Technical Debt) | Approved by relevant DESNZ Digital Governance Board | Week 10 |
| MS07 | RAID Updated and Reviewed | Approved by relevant DESNZ Digital | Week 10 |

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| | | | |
|------|-------------------------------------|---|--------|
| | | Governance Board | |
| MS08 | Service Transition document updated | Approved by relevant DESNZ Digital Governance Board | Week 8 |
| MS09 | Penetration Testing (If needed) | Approved by relevant DESNZ Digital Governance Board | Week 8 |
| MS10 | Accessibility Testing (If needed) | Approved by relevant DESNZ Digital Governance Board | Week 8 |

Delivery Plan: Indicative Delivery Plan is provided in the Call Off Schedule 4. A detailed Delivery Plan shall be agreed between the Parties within 5 days of this SOW Start Date.

Dependencies: As per Call Off Schedule 4

Supplier Resource Plan: As per Call Off Schedule 4

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:

As per Order Form

Performance Management:

| Material KPIs | Target | Measured by |
|---|---|--|
| Cost accuracy: accuracy of the actual spend vs estimated spend to date (during the measurement period), including the reasons for any major differences and specifics of the resource utilisation | At least 90% of the time | Supplier; every 2 weeks (measurement period) |
| Progress against Plan | 95% of Milestones met on or before the Due date | Supplier |

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| | | |
|---|---------------|----------|
| Deployment frequency: deployment of features frequency | Every 2 weeks | Supplier |
| User Acceptance Testing pass rate for final version: Pass or Fail | 90% Pass rate | Supplier |

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:

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

| Ref. | Type of Information | Which Services does this requirement apply to? | Required regularity of Submission |
|------|--|--|-----------------------------------|
| 1. | Weekly Management Report | | |
| 1.1 | Progress update and financial information on spend | All | Weekly |

4 Charges

Call Off Contract Charges:

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £220,000.

Rate Cards Applicable:

REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST

Reimbursable Expenses:

None

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into

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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

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

For and on behalf of the Buyer

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

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Annex 1 (Template Statement of Work)

6 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:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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7 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

8 Buyer Requirements – SOW Deliverables

Outcome Description:

| Milestone Ref | Milestone Description | Acceptance Criteria | Due Date |
|---------------|-----------------------|---------------------|----------|
| MS01 | | | |
| MS02 | | | |

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:

[Insert if necessary]

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]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

| Material KPIs | Target | Measured by |
|---------------|--------|-------------|
|---------------|--------|-------------|

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|--|--|--|
| | | |
| | | |

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

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 | Worker Engagement Route (incl. inside/outside IR35) |
|----------|-----------|------------------|---|
| | | | |
| | | | |
| | | | |

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

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

| Ref. | Type of Information | Which Services does this requirement apply to? | Required regularity of Submission |
|------|---------------------|--|-----------------------------------|
| 1. | [insert] | | |
| 1.1 | [insert] | [insert] | [insert] |

]

9 Charges

Call Off Contract Charges:

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

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

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Rate Cards Applicable:

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[Insert] SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

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]

10 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:

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>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:</p> <ul style="list-style-type: none">Names, email addresses, telephone numbers and employer (where relevant) of stakeholders that could be engaged for user research.Information collected as part of user research, including user goals, needs, assisted digital levels, motivations and accessibility needs. |
| Duration of the Processing | The length of the Order Form |
| Nature and purposes of the Processing | <p>The Buyer will provide the Supplier with contact details of relevant users that it could engage to conduct user research to meet the requirement. The Buyer will ensure consent from users is received and recorded prior to providing contact details to the Supplier. The Supplier will use these contact details strictly for the purposes of fulfilling this requirement.</p> <p>The information will be shared using MS SharePoint, with access provided to Supplier personnel engaged in the contract. Access will be revoked at the end of the contract. The Supplier will use this information for to contact users, which may involve emailing or telephoning them.</p> <p>Other than for use in executing the research, contact details will be stored in systems provided by the Buyer.</p> <p>All user research notes, personas and reports shall be anonymised and stored in the Buyer's Microsoft Teams/SharePoint system.</p> |
| Type of Personal Data | Name, email address, telephone number and employer (where relevant, such as the organisation a user represents). |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers |

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| | |
|--|---|
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p>The information will be shared using MS SharePoint, with access provided to Supplier personnel engaged in the contract. Access will be revoked at the end of the contract. The Supplier will cease to use this information at the end of the contract.</p> |
|--|---|

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Incorporated Joint and Call off Schedules:

Joint Schedule 1 (Definitions) RM1043.8

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data) RM1043.8

Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedule 3 (Continuous Improvement)

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 26 (Cyber Essentials Scheme)

CCS Core Terms (version 3.0.11)



Schedules and core
terms.zip

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

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Joint Schedule 4 (Commercially Sensitive Information)

1 What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------------|--|-----------------------------|
| 1 | 28/02/2024 | Suppliers' full proposal & Methodology | 5 Years |
| | | | |
| 2 | 28/02/2024 | Suppliers' full fiscal breakdown including day rates | 5 Years |
| | | | |

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Call-Off Schedule 1 (Transparency Reports)

1 Transparency Reports

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|---------------------------|------------------|-------------|-----------------|
| Call-Off Contract Charges | Contract charges | Excel sheet | Contract period |

Call-Off Schedule 2 (Staff Transfer)

1 Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|----------------------------------|---|
| Acquired Rights Directive | the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time; |
| Employee Liability | <p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;(f) employment claims whether in tort, contract or statute or otherwise;(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; |
| Former Supplier | a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor); |

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| | |
|-------------------------------|---|
| New Fair Deal | the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer; |
| Old Fair Deal | HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004; |
| Partial Termination | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| Relevant Transfer | a transfer of employment to which the Employment Regulations applies; |
| Relevant Transfer Date | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date; |

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| | |
|---|--|
| Staffing Information | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;(c) the identity of the employer or relevant contracting Party;(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| Supplier's Final Supplier Personnel List | a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date; |
| Supplier's Provisional Supplier Personnel List | a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| Term | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| Transferring Buyer Employees | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date; |

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| | |
|---|---|
| Transferring Former Supplier Employees | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date. |
|---|---|

2 Interpretation

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3 Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)

Part C: No Staff Transfer on the Start Date

1 What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers

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appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
 - 1.8.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.
- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2 Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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Call-Off Schedule 4 (Call-Off Tender)

REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTEREST

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Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1 Call-Off Contract Charges

1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges shall be calculated in accordance with the Pricing Mechanisms detailed in the Order Form using all of the following:
 - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract; and
 - (b) the number of Work Days, or pro rata portion of a Work Day (see Paragraph 2.3.1 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff work solely to provide the Deliverables and/or the provision of facilities solely to be used for the Buyer's stated purposes of providing the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date.

1.2 Further to Paragraph 2.2.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges.

1.5 Supplier rate card and pricing:

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Annex 1 (Expenses Policy)



**BBS Expense Policy
for Contractors.pdf**

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|---------------------------------|---|
| Breach of Security | the occurrence of: (a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.2; and |
| Security Management Plan | the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time. |

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

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3 Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the

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provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security

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Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

6 Data security

6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited or assured as specific to the Buyer and will comply with:

- the Government Security Policy Framework (see: <https://www.gov.uk/government/publications/security-policy-framework>);
- the Government Functional Standard GovS 007: Security (see: <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>); and
- guidance issued by the National Cyber Security Centre (NCSC) for:

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- risk management: <https://www.ncsc.gov.uk/collection/risk-management-collection>;
- cloud security: <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>; and
- 10 steps to cyber security: <https://www.ncsc.gov.uk/collection/10-steps>.

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation or assurance status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

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Part B: Annex 1

Baseline security requirements

1 Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2 End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3 Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4 Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

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5 Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6 Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7 Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8 Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access

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sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Call-Off Schedule 10 (Exit Management)

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|--------------------------------------|---|
| Exclusive Assets | Supplier Assets used exclusively by the Supplier in the provision of the Deliverables; |
| Exit Information | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| Exit Manager | the person appointed by each Party to manage their respective obligations under this Schedule; |
| Exit Plan | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| Net Book Value | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| Non- Exclusive Assets | those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes; |
| Registers | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| Replacement Goods | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| Replacement Services | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| Termination Assistance | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| Termination Assistance Notice | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| Termination Assistance Period | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| Transferable Assets | Exclusive Assets which are capable of legal transfer to the Buyer; |

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| | |
|-------------------------------|---|
| Transferable Contracts | Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| Transferring Assets | has the meaning given to it in Paragraph 8.2.1 of this Schedule; and |
| Transferring Contracts | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

2 **Supplier must always be prepared for Contract exit and SOW exit**

2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

3 **Assisting re-competition for Deliverables**

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual

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or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

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- (a) prior to each SOW and no less than every **1 Month** throughout the Contract Period; and
 - (b) no later than **ten (10) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than **ten (10) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months 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 one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:

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- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

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- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 9 No charges**
- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
- 10 Dividing the bills**
- 10.1 All outgoing, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|------------------------------|--|
| Delay | (a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| Deliverable Item | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| Milestone Payment | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and |
| Implementation Period | has the meaning given to it in Paragraph 7.1. |

2 Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **5** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
- 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

3 Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4 Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5 What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

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- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7 Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and

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- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out in the Call-Off Contract and in each SOW.

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be 14 days.

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Part B: Testing

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|----------------------------------|---|
| Component | any constituent parts of the Deliverables; |
| Material Test Issue | a Test Issue of Severity Level 1 or Severity Level 2; |
| Satisfaction Certificate | a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| Severity Level | the level of severity of a Test Issue, the criteria for which are described in Annex 1; |
| Test Issue Management Log | a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule; |
| Test Issue Threshold | in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan; |
| Test Reports | the reports to be produced by the Supplier setting out the results of Tests; |
| Test Specification | the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule; |
| Test Strategy | a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule; |
| Test Success Criteria | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule; |
| Test Witness | any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and |
| Testing Procedures | the applicable testing procedures and Test Success Criteria set out in this Schedule. |

2 How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

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- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3 Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4 Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5 Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6 How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:

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- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 6.2.2 a plan to make the resources available for Testing;
- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7 Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful

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completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8 Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9 Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10 Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

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- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11 Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

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11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12 Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1: Test Issues, Severity Levels

1 Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2 Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3 Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables; but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4 Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5 Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("Call-Off Contract") [insert Call-Off Contract reference number and any applicable SOW reference] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("Buyer") and [insert Supplier name] ("Supplier") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 15 (Call-Off Contract Management)

1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| Term | Definition |
|--------------------------|--|
| Operational Board | the board established in accordance with Paragraph 4.1 of this Schedule; and |
| Project Manager | the manager appointed in accordance with Paragraph 2.1 of this Schedule. |

2 Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3 Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4 Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any

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board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5 Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

As specified in the Order Form

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.



buyer_attachments.zip

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Glossary:

| Term / Acronym | Description |
|-----------------------|---|
| EMS | Evidence Management System |
| • AAD | Azure Active Directory |
| • HH | Hydrogen Heat |
| • HHP | Hydrogen Heating Programme |
| • MS | Microsoft |
| • DESNZ | Department for Energy Security and Net Zero |
| • CI/CD | Continuous integration and continuous delivery/continuous deployment |
| • HyTech | Consortium of contractors providing technical support to the programme |
| • Evidence Frameworks | Collection of evidence requirements outlining key questions / gaps that need to be filled to enable policy decisions on Hydrogen Heating. There are multiple evidence frameworks embedded within the EMS such as, End Users and Network Safety and Impacts. For the delivery of the Hydrogen Heating Programme these have been split into several categories based on the nature of work. There are 7 proposed evidence frameworks currently: 1) End Users, 2) Network Safety and Impacts, 3) System Transformation, 4) Consumer Trials, 5) Hydrogen Town Pilot, 6) Market and Regs, 7) Strategy. |

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| | |
|--|---|
| <ul style="list-style-type: none">• Data Model | The data model is the design of the back-end data storage, which defines and describes the data points and how they relate to each other. |
|--|---|

Overview:

| | |
|----------------------------------|---|
| Off-payroll (IR35) determination | Contracted out service: the off-payroll rules do not apply |
| Summary of the work | <p>Summary of the work to be commissioned: The purpose of this procurement is to commission further enhancement on the Hydrogen Heating Programme's Evidence Management System (EMS).</p> <p>In 2022, the Hydrogen Heating Team (HHT) commissioned the development of an Evidence Management System (EMS) to enable the Programme to manage its growing evidence base in a systematic way and create clear lines of sight between evidence and requirements.</p> <p>The EMS completed its beta phase in October and launched in November 2023. However further improvements and enhancements need to be made to the system once current users have had a chance to use the system for a period of time and once further mapping of planned evidence to known evidence gaps (known as "evidence frameworks") has been completed.</p> <p>The EMS is built using Microsoft 365 products such as Azure, Power Apps, Power Automate, Power BI and SharePoint.</p> <p>We have approximately 11 enhancements identified and expect this number to reach around 40 in total once requirement gathering is completed (more detail of the current enhancements are located on page 5 under 'The business problem you need to solve').</p> <p>The development contract will last a minimum of 10 weeks (with the option to extend by 5 weeks if required). We are open to proposals from suppliers on how best to break down this time into different phases, but we'd estimate circa 2 weeks for mobilisation, requirement gathering and prioritisation, followed by 6 weeks of development sprints,</p> |

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| | <p>and 2 weeks for final UAT and sign off of updated documentation.</p> <p>Further details on Hydrogen Heating Programme and the EMS are set out below.</p> <p>Hydrogen Heating Programme:</p> <p>The core aim of the Hydrogen Heating Programme is to enable strategic decisions to be taken in 2026 on the role of Hydrogen in heat decarbonisation, based on appropriate evidence. This will be done by:</p> <ul style="list-style-type: none">• Identifying changes, options and decisions which would be required to enable the use of pure hydrogen for heating in parts or all the gas networks in GB.• Acquiring and evaluating the evidence required to accurately access costs, impacts, benefits and feasibility of these changes and options. <p>The Hydrogen Heating programme is structured into individual sub programmes and cross-cutting teams which are listed below:</p> <p>Sub programmes</p> <ul style="list-style-type: none">• Consumer Trials• Network Safety and Impacts• System Transformation• End users• Safety Assurance• Markets and Regulatory Frameworks• Town Pilot <p>Cross- cutting Teams</p> <ul style="list-style-type: none">• Delivery• Strategy and Communications• Analytical• Technical <p>Both internal framework users (e.g End Users and Network Safety and Impacts colleagues who work within DESNZ) and external framework users (e.g. external organisations such as Gas Networks and Energy Networks Association) will upload evidence and view/track evidence to complete their end-to-end journey entirely through EMS to validate the evidence is sufficient to fulfil the requirements and satisfy safety, technical and analytical assurance processes.</p> <p>Once evidence has been uploaded into the EMS Super Users can perform a 'Quality Check' of evidence within their framework and are able to assign the required assurance</p> |
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| | <p>type to evidence. Only once evidence has a Quality Check status of 'Approved' and the assurance route is decided will the evidence appear available for assurance. Multiple assurance routes can be selected in parallel; Technical Assurance and Analytical Assurance are done internally whilst the Safety Assurance is via HSE (Health and Safety Executive). The HSE Assurance team will receive, review and update submissions until they are satisfied the evidence is complete, at which point they will close the submission indicating it has satisfied their review.</p> <p>We also have a 3rd Party Support Service which includes a service desk with email and online support which the future development team will be expected to work closely with to ensure support can be adequately provided in the short and long term.</p> <p>Accessibility and Penetration testing: This will be arranged by DESNZ if required and provided by a 3rd Party but successful supplier will be expected to accommodate them.</p> |
| Latest start date | 01-04-2024 |
| Expected contract length | 0 years, 2 months, 10 days 0 years, 1 months, 5 days |
| Location | <ul style="list-style-type: none">• London• No specific location (for example they can work remotely) |
| Organisation the work is for | Not Specified |
| Is there an indicative budget? | Yes |
| Indicative Minimum Budget £ | Not Specified |
| Indicative Maximum Budget £ | 220000 |
| Additional information on | The original contract will be capped Time & Materials – the max budget is £220,000 excluding VAT. Potential extension by 50% if the optional extension is taken. Initial duration is |

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| Budget | 10 weeks with optional extension by 5 weeks. |
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About the work:

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| Why the work is being done | <p>The Department for Energy Security and Net Zero (DESNZ) published its Heat and Buildings Strategy, and supporting consultations, in October 2021, in which it identified the ‘no regrets’ decisions on how the UK will decarbonise our homes, commercial, industrial and public sector buildings. This included establishing a default pathway to decarbonise heating through electrification but also identified that low-carbon hydrogen could have the potential to be a key option for decarbonising heat in buildings. However, unlike other technologies such as heat pumps and heat networks, 100% hydrogen for heat is not yet an established option.</p> <p>The Government is working with industry, regulators and others to deliver a programme of research, development and testing projects to assess the safety, feasibility, costs and benefits for a variety of 100% hydrogen scenarios to decarbonise heat. This programme of work aims to produce the evidence required to enable strategic decisions to be made on the role of hydrogen in decarbonising heat in 2026.</p> <p>The programme is looking to continuously develop a single, systematic way to structure and manage its growing evidence base and has completed discovery, alpha and beta phases for an Evidence Management System which is now in public beta.</p> <p>As set out in the summary of work section above, we are looking to procure further development to build additional features and enhance current functionality.</p> <p>The existing system has ~100 internal users and ~50 external users from multiple organisations with varying access levels and is built using Microsoft 365 products such as Azure, Power Apps, Power Automate, Power BI and SharePoint.</p> |
| Problem to be solved | <p>Following its launch in October 2023, additional enhancements need to be made to the Hydrogen Heating Programme’s Evidence Management System. This will</p> |

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| | <p>ensure that the system remains fit for purpose for the Hydrogen Heating Programme and that the system correctly aligns with the Programme's evidence frameworks, including newer frameworks currently being developed.</p> <p>Further development of the Evidence Management System will allow those less developed frameworks to be built out, and further system enhancements to be made once current users have used the system for a period of time.</p> <p>A high level and summarised list of enhancements which have been identified to date are listed below. However please note that this is not an exhaustive list and user research/engagement would be required to ascertain further requirements and user stories prior to and during the development phase:</p> <ol style="list-style-type: none">1) Enhanced search, sorting and filtering functionality in the admin application.2) Enhanced search, sorting and filtering functionality in the main application.3) Refinement to detailed views to improve links with the framework(s) and how they are displayed.4) Refinement to PowerBI Reports and how information is displayed.5) Further enhancement to Strategy Framework and ensuring it is flexible enough to be amended if required as needs of programme change.6) Changes/enhancements to user group permissions.7) Changes to the data model and interrelationship of data points. i.e. create many to many relationships.8) Various requirements to improve and enhance the email notification functionality.9) Improved functionality to link evidence to projects at upload stage.10) Changes to sorting/search views and selections.11) Enhancements to the look and feel of the EMS improving the useability. <p>Risks:</p> <ul style="list-style-type: none">• There is a risk that all frameworks will not be developed by the time the development phase starts in April – we are working closely with framework leads and the data model lead to mitigate this risk. If frameworks are not developed by the time the development phase |
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| | <p>starts, we would ensure framework leads of underdeveloped frameworks are involved in engagement. This will allow them to engage with the development team to have their requirements captured. These conversations should also aid the thinking in taking these frameworks further forward in line with the data model in the future.</p> <ul style="list-style-type: none">• Governance structures surrounding evidence management still need to be finalised. If these are not finalised, we will implement interim measures/structures that are agreed with the PMO team. <p>Deliverables:</p> <ul style="list-style-type: none">• Fully Updated EMS Main Application• Fully Updated Admin Application• Updated User Guide• Updated Admin Guide• Release Management Plan• User Acceptance Testing Plan• Digital Governance Board Requirements:<ul style="list-style-type: none">o End of Phase Reporto Updated High level design and Low-level design.o Code should be peer reviewed.o Code available in BEIS DevOps repository.o Periodic security assessment of app and architecture.o User testing resulto Updated RAID Logo Service Transition Documentation updatedo Pass Penetration Testing (if needed) - this will be provided by a 3rd Party but successful supplier will be expected to accommodate them.o Pass Accessibility Testing (if needed) - this will be provided by a 3rd Party but successful supplier will be expected to accommodate them. |
| Early market engagement | Not Specified |
| Any work that's already been done | <p>Discovery Phase:</p> <p>The intent of this discovery was to get a clear understanding of user needs and requirements, which will be used to inform the solution options and future service design for an improved evidence management experience.</p> <p>Over 8 weeks, a team of 5 (Service Designer, Business Analyst Lead and Support, Technical Architect, Delivery Manager) worked with DESNZ team (service owners,</p> |

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| | <p>delivery manager, support)</p> <ul style="list-style-type: none"> • Defined business outcomes (e.g. increased public trust in decision, enable audit scrutiny, reduce delivery risk) • Defined user taxonomy, conducted user research with 35 users (1:1 and focus groups) – internal and external user e.g. programme delivery partners • Identified, categorised, prioritised user requirements (validating with DESNZ) • Identified key constraints (time, money, staffing, level of change) • Mapped out 'as is' solution landscape and future service design • Scanned market for long list of potential 3rd part solutions – and shortlisted based on requirements and constraints • Conducted sessions to inspire art of the possible and showcase potential solutions • Identified uncertainties to address Alpha <p>Impact:</p> <ul style="list-style-type: none"> • Enabled DESNZ programme to re-focus on outcomes rather than solutions, and identify their constraints – helping them realise that they did not need a new 3rd party solution but rather they could extend existing Microsoft capabilities (e.g. Power Platforms) to meet their needs • Enabled DESNZ to prioritise what they really needed (document and content management., project management, work and task mgmt. that internal and external users can access) <p>Key learnings/insights:</p> <ul style="list-style-type: none"> • Don't introduce new 3rd party tech if not required – complex to integrate in to DESNZ landscape • Make the most of existing tech stacks e.g. MS where possible • MS is very flexible and useful for internal tooling builds <p>Alpha Phase: Over 7 weeks, a team of 6 (Delivery Manager, Technical Architect, Business Analyst, MS Developer x2, UX designer) worked with DESNZ team (service owner, project managers, support). Identified and prioritised key uncertainties/assumptions:</p> <ul style="list-style-type: none"> • Functional: Embedding evidence frameworks, Data standardisation, Search/categorisation, Reporting/tracking, external users, assurance flow, accessibility • Technical: Data migration, Config v Customisation, NFRs alignment, Licensing and support detailed costs |
|--|---|

| | |
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| | <p>Used 3 sprints prioritising the most uncertain areas first. For each uncertainty we identified how to reduce – via prototype, user testing, research or technical spikes. Completed all DESNZ end of Alpha documentation and governance (report, prototypes, refined backlog etc.), developed detailed Beta plan/costs, recommendations Regular show and tells and hands on user testing with HH programme</p> <p>Our Impact:</p> <p>Built and iterated a working system in MS ready for Beta. Brought the solution to life and made it real for DESNZ so they could interact and grasp the impact it would make. Gained confidence it was viable and feasible. Identified key areas for consideration in Beta</p> <ul style="list-style-type: none">- Post-Beta support- The need to standardise evidence frameworks- Validate key roles and access- Dedicated DESNZ project mgmt. support and migration process- Need to set up full environments for roll out (Dev, UAT and Prod) <p>Beta Phase:</p> <p>Over a 16-week Beta period, we focussed on:</p> <ul style="list-style-type: none">• Building and releasing a Private Beta rapidly (within 8 weeks)• A full release within 14 weeks• Conducting and actioning accessibility testing <p>We prioritised the scope of the Private Beta – presenting options to DESNZ and agreeing a single evidence framework with end-to-end functionality. We defined success criteria and learning aims for Private Beta – and used data and feedback to evidence if achieved.</p> <p>In continuously developed and iterated the solution in preparation for Go-Live as well as defined full release scope (5 evidence frameworks and prioritised improvements from Private Beta feedback).</p> <p>Our Impact:</p> <p>We rolled out a new solution using Power Apps as the main user interface to all complete frameworks. We were able to integrate the assurance process which is typically externally completed within the EMS creating a single source of truth. The various relationships between evidence and different framework groups were now stored and managed in a secure location.</p> <p>Key learnings/insights:</p> <ul style="list-style-type: none">• Importance of identifying and agreeing scope of |
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| | <p>releases</p> <ul style="list-style-type: none">• Importance of defining measurable success criteria for releases• Mitigating risk and defining requirements early on created room for early success and confidence in the solution• Stakeholder engagement and show and tell sessions allow users to contribute to the final solution• CI/CD meant we were able to deliver often whilst improving the quality of the solution and continuously test functionality |
| Existing team | <p>The existing EMS project team consists of the following:</p> <ul style="list-style-type: none">• Service Owner – Head of Delivery, Hydrogen Heating• Senior Strategic Delivery Manager – Hydrogen Heating• Project Delivery Officer, Hydrogen Heating• Delivery Officer, Hydrogen Heating• Digital Delivery Manager• Commercial Manager <p>The supplier team will also work with the wider Hydrogen Heating programme including:</p> <ul style="list-style-type: none">• Wider Hydrogen Heating teams• Networks (Northern Gas, National Gas, Cadent Gas, SGN, ENA• DNV / HyTech• Ceox Services Ltd – support supplier |
| Current phase | Live |

Who the users are and what they need to do:

| Key User | Key User Definition |
|---|---|
| <ul style="list-style-type: none">• Super Users | <p>Select Senior Hydrogen Heating Programme or Gas Network Framework Owners will function as Super Users. Senior Stakeholders concerned with Evidence quality would be nominated for this role - These can be external and internal. Their role is to analyse the evidence based on overall evidence requirements to ensure completeness, accuracy and relevance. Super users therefore have the ability to identify evidence gaps, carry out quality</p> |

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| | checks of uploaded evidence and contribute to relevant assurance processes such as Safety, Technical and Analytical Assurance routes. |
| • Shapers | The Evidence Shapers will consist of HH Programme and Network users who will produce and upload evidence to the system. They will be able to edit all details within the EMS but cannot perform quality checks or view/edit analytical and technical assurance related steps. |
| • Assurers | HSE users will be the Evidence Assurers who can review evidence to assure the quality if it'd findings. They will work in collaboration with the evidence shapers to provide feedback and comments. |
| • Supervisors | The Supervisors will view, and analyse evidence generated by different sub-programmes and workstreams to understand the EMS KPI's and overall overview of the HH Programme. This role will consist of Deputy Directors and external executives and will look at the reporting and evidence to perform analysis on existing evidence and identify gaps. |
| • Admin users | These users have access to the backend of the EMS via SharePoint & the Admin App. They consist mainly of members from the Programmes Delivery Team and have the ability to create/edit projects, tags, sub requirements, assets and requirements and complete mapping where possible. The Admin Team also provide EMS support to all persona roles. |

Work setup:

| | |
|--|---|
| Address where the work will take place | 3 -8 Whitehall Place SW1A 2EG for meeting(s)/workshop(s) if required. |
| Working arrangements | The supplier's staff will be expected to be available during the typical working hours of the policy team (Monday to Friday 9am-5pm) in order to maximise knowledge transfer. We require the supplier to hold agile ceremonies as well |

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| | as regular update/'show and tell' sessions for DESNZ and External stakeholders, which will take place over MS Teams. |
| Security clearance | <ul style="list-style-type: none">Security Check (SC) Not Specified |

Additional information:

| Special Term or Condition |
|---|
| <p>Additional terms will be added to the Call-Off Order Form:</p> <p>All expenses must be pre-agreed between the parties and must comply with the Cabinet Office Travel and Subsistence Policy. All vendors are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/</p> |

Additional documents:

- EMS Phase Summary.pdf

How many suppliers to shortlist at Stage 1 -

3

How suppliers will be evaluated

All shortlisted suppliers will be invited to further assessment as part of Stage 2 and will be asked to provide a written proposal - this is a mandatory assessment method. Buyers may also wish to use additional assessment methods to evaluate individual criteria - these will be listed below as part of Stage 2:

Overall evaluation weightings

Note: Technical competence is the sum of Essential skills and experience and Nice-

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to-have skills and experience (assessed at stage 1); and Technical questions (assessed at stage 2).

Buyers are required to define the relative weighting between Essential; Nice-to-have and Technical questions to determine the importance attached to the shortlisting scores when calculating the final overall scores for each supplier.

See below example:

- 40 % - *Technical competence (split: 20% Essential skills and experience; 10% Nice-to-have skills and experience; and 70% Technical questions)*

Cultural fit

- 10% - *Cultural fit*

Social value

- 10 % - *Social value*

Price

- 40 % - *Price*

Technical competence

- **50 % - Technical competence**
 - **40 % - Essential skills and experience**
 - **10 % - Nice to have skills and experience**
 - **50 % - Technical**

Cultural fit

- **10 % - Cultural fit**

Social value

- **10 % - Social value**

Price

- **30 % - Price**

STAGE 1

Skills and experience

Buyers will use the essential and nice-to-have skills and experience to shortlist suppliers using their responses against each of the criteria. The total score for each supplier, not the weighted score, is used to rank suppliers at

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the shortlisting stage. Weightings are only used in the calculation of the final overall score for each supplier at the end of stage 2: further assessment. The essential and nice-to-have skills and experience form part of the overall technical competence of the supplier.

Essential skills and experience

| | Question | Weighting % |
|---|--|--------------------|
| | Demonstrate experience of agile delivery of a development project for a Live, BAU information/workflow management system which meets the Service Standard and Technical Code of practice criteria I.e. successfully passed GDS assessments. | 25 |
| 2 | Demonstrate experience of developing sustainable and supportable SharePoint solutions with workflows | 20 |
| 3 | Demonstrate experience managing a user community , including testers of the product and creating feedback loops to support agile project delivery. | 20 |
| 4 | Demonstrate experience of further developing a live, in use system where the Discovery/Alpha/Beta phases have been delivered by another contractor. | 25 |
| 5 | Provide evidence of delivering accessible and compliant services that meet Web Content Accessibility Guidelines (WCAG) 2.1. | 10 |

Nice-to-have skills and experience

| | Question | Weighting % |
|---|--|--------------------|
| | Gold or silver Microsoft Partner status with competencies in cloud business applications or equivalent solutions partner designation | 50 |
| 2 | Demonstrate your experience developing digital products to capture national infrastructure evidence e.g. | 50 |

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| | on safety, feasibility, costs or impacts for policy making. | |
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STAGE 2

At stage 2: further assessment the buyer will assess the technical; cultural fit and social value questions, together with the supplier's pricing proposal. Only suppliers who have been successfully shortlisted will be required to issue their responses to the stage 2 questions.

Technical criteria

| | Question | Weighting % |
|---|--|--------------------|
| | Describe how you will capture requirements from stakeholders to ensure the solution continues to meet all user needs | 10 |
| 2 | Detail the estimated timeframes/ plan for the work | 10 |
| 3 | Detail the risks and dependencies you've identified and your proposed approach to manage them | 10 |
| 4 | Describe the structure of the team and how their technical skills and experience will be used to deliver the need, including estimated resource dedicated to the project | 50 |
| 5 | Detail how you will provide value for money, including how you will take previous learning to deliver better value for this project | 20 |

Cultural fit criteria

| | Question | Weighting % |
|---|---|--------------------|
| | Detail how you will work as a team with DESNZ, industry and others to deliver the project, including those with low technical expertise. | 30 |
| 2 | Detail how you will work with our current support and maintenance supplier, Ceox Services Ltd, to ensure they can continue to provide adequate support. | 30 |
| 3 | Give an example of when you have been transparent and collaborative when making decisions. | 20 |

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| 4 | Please give an example of when you have challenged the status quo. | 20 |
|---|--|----|

Social value criteria

| | Question | Weighting % |
|--|---|-------------|
| | <p>Tackling economic inequality: How will you contribute to creating valuable employment and training opportunities through the delivery of this contract to help accelerate action for growth, jobs, contemporary skills and equity to thrive and adapt in a fast-changing environment? Please also detail how you will monitor the social value benefits delivered over the long-term.</p> <p>Please include the activities that demonstrate and describe your existing or planned: Understanding of employment and skills issues relating to the contract. Implementation of recruitment practices and employment conditions in relation to the contract that will attract good candidates from all backgrounds, minimise turnover of staff and improve productivity. Creation of employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors. Support for the contract workforce by providing career advice, and providing opportunities for staff working on the contract with in-work progression career development into known skills shortages or high growth areas. Delivery of training schemes and programmes to address any identified skills gaps and under-representation in the workforce for the contract. Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them so as to be fully accessible.</p> | 100 |

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Pricing model

- Time and materials

Additional assessment methods

- Presentation

Question and answer session

- Presentation via Teams:

The presentations will need to include an overview of the written proposal and how the suppliers will be matching the cultural fit requirement. The team presenting should be the team that will be working on the project.

How suppliers will be scored

| Level | Score | Description |
|----------|-------|--|
| Exceeded | 3 | The response exceeds requirements, providing detail that minimises risks to delivery. The response is comprehensive and unambiguous, demonstrating a thorough understanding of the requirements and providing details of how the requirement will be met in full without additional support from the Contracting Authority, other than that outlined within the Statement of Requirements. |
| Met | 2 | The response is acceptable and meets all the basic requirements. However, the response is not sufficiently detailed to minimise risk and / or the proposed approach may require additional support (in addition to that outlined in the Statement of Requirements) from the Contracting Authority to meet its deliverables. |

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| Partially met | 1 | The response has met some, but not all elements of the requirement, which poses risk that the proposal will not meet the deliverables required. The response does not demonstrate a full understanding of the requirement posing major concerns. |
| Not met | 0 | The response does not meet any of the requirements or no response has been provided. An unacceptable and / or non-compliant response with serious reservations, demonstrating no understanding of the requirement. |

Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement and it is for resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work.

Clarification Questions Log:

| Project name or reference: | | Version number: | |
|---|--|---|------------------|
| PRJ_2878 34938 & RM1043.8-1-DESNZ Evidence Management System Development Contract | | 2 | |
| Question | Clarification Question | Response to Clarification Question | Date of response |
| 1 | The Microsoft Gold and Silver partnership programmes were closed to new partners in 2022. Are you able to confirm if this is still to be included in the scoring? | The suppliers can have Gold or Silver Microsoft Partner status with competencies in cloud business applications or equivalent solutions partner designation. | 19/01/24 |
| 2 | Are you seeking a supplier other than the one who delivered the Discovery/Alpha/Beta to date? (ie. is there an 'Incumbent' supplier on this project) | The EMS is now live and we are looking at the enhancements and development of the areas that we were not able to identify during Discovery/Alpha/Beta stages. There is no incumbent supplier. As per ITT, there is a support supplier who provides support/maintenance only and not development. We are looking for a supplier to deliver the requirements as detailed in the ITT and this can be any supplier. | 19/01/24 |
| 3 | Please can the Authority confirm if there is an incumbent to this work. | No, there is no incumbent supplier for this work. As per ITT, there is a support supplier who provides support/maintenance only and not development. | 19/01/24 |
| 4 | What existing technical documentation will be made available at the start of the project? | The High Level Design and Admin run book will be made available. We also have further resources such as the User Guides, End of phase reports, training recordings and technical handover workshop recordings between the Beta Phase Supplier and Support Supplier which we can provide if required. | 29/01/24 |
| 5 | Are development and test environments in place or would these need to be provisioned at the start of the project? | We have Development, UAT/Staging and Production Environments in place. Our BAU approach is to develop in the Development environment, Test in UAT and then release to Production. | 29/01/24 |
| 6 | Are you able to provide any more information on: a) existing architecture especially b) how the data is currently stored ie Database / SQL etc. c) (if essential) state: Demonstrate experience managing a user community, including features of the product and creating feedback loops to support agile project delivery. | EMS uses Power Apps, Power Automate, Power BI, SharePoint. SharePoint has been initially chosen for data and file storage as there is no complex data model or large volume of data required. This would include an internal and external user base for community testing focused on front-end feature user testing. | 29/01/24 |
| 7 | Please can you confirm what you requiring ie are you talking about using an internal userbase / external userbase or both for community testing. Is this required to be a technically knowledgeable testing community or front-end feature user testing? | | 29/01/24 |
| 8 | This is a clarification for Nice to Have Question 2. Could you kindly elaborate on what is meant by "capturing national infrastructure evidence"? | In this question, we are asking for suppliers to demonstrate previous experience of developing a digital system which captures evidence from projects on national infrastructure. Examples of national infrastructure projects include HS2, Heathrow Expansion, Smart Motorways to name a few. These could be national infrastructure projects in the spheres of Energy, Transport, Water, Waste Water and Waste for example. | 29/01/24 |
| 9 | Are images accepted as part of the response document? If so, does text included within an image contribute to the word count? | Yes, images are acceptable as part of the response document and text within images will not contribute to the word count. | 29/01/24 |
| 10 | Would you be able to provide more information about the pricing evaluation process and criteria used? | Pricing will be evaluated based on the lowest bid in the Stage 2 of the evaluation process. This is a time and material contract requirement, and specifically capped time and material up to the value of £770,000. | 29/01/24 |

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| 11 | Is Security Clearance required for all team members involved, or just for those with access to your production environment? | This would be required for all team members involved. | 28/01/24 |
| 12 | Would you be open to considering a blended UK/Offshore team, if the offshore resource did not have access to Cirrus (your Microsoft 365 Production environment), and undertook development activities with restricted access, only to your Developer environment / a fully separate environment external? | The team would need to be UK based | 29/01/24 |
| 13 | Apart from enhancement 4 which is directly in PowerBI, in which one of the EMS systems do we expect the majority of the enhancements to be needed? | PowerBI is embedded within the Main EMS App which is built using Microsoft 365 Apps such as Azure, Power Apps, Power Automate, Power BI and SharePoint. We expect majority of the enhancements in the Main EMS App, with a few in the Admin App too. | 29/01/24 |
| 14 | How many people are expected to be included in the User Acceptance testing phase? | We currently expect around 20 people to be included in User Acceptance Testing. | 29/01/24 |
| 15 | What is the setup for the frameworks? Are they modules within EMS? | During the evidence upload stage, evidence is "tagged" to Evidence Frameworks along with other metadata. In the Visual Evidence stream and within PowerBI, the user can then filter evidence to specific frameworks. The EMS also has a dedicated "View Frameworks" section, where each framework has its own dedicated area and associated details for that framework can be viewed. | 29/01/24 |
| 16 | Some of the frameworks have not been fully developed yet. Which parts of the system is this expected to impact? | The development of these frameworks shouldn't impact the core data structure the EMS is built on, as frameworks would be developed inline with this. However, it is possible the need for additional functionality within the EMS will be recognised whilst this framework development work is happening which can impact any part of the Main EMS App. | 29/01/24 |
| 17 | How does the system currently create clear lines of sight between evidence and requirements? | During the evidence upload stage, evidence is "tagged" to Evidence Frameworks along with other metadata. This then allows the user to filter evidence to specific frameworks and even requirements and sub requirements in other areas of the system and PowerBI, making it explicitly clear where evidence belongs. | 28/01/24 |
| 18 | Is the overall reporting (that key users such as Supervisors look at) meant to be viewed/created inside the EMS platform? | Yes, PowerBI Reporting is embedded into the Main EMS Application | 29/01/24 |
| 19 | Do you expect an individual to embed themselves within your team, or is a team of individuals working from supplier offices appropriate (if this is the most efficient option)? | A team of individuals working from supplier offices or home is appropriate. As mentioned in "Where the supplier staff will work" The DESNZ team works in a "hybrid format" (i.e. part time in the office and part time home working). It is expected that the appointed supplier would operate in a similar way, therefore if the need arises, the supplier's team would need to travel to the DESNZ HQ in London (3-8 Whitehall Place SW1A 2HS) for meeting(s)/workshop(s). Although we'd expect the vast majority of the work to be done remotely. | 29/01/24 |
| 20 | The Statement of Requirements suggests that the list of enhancements is not finalised and definitive - with the total list potentially going from 11 to 40 - how is this expected to impact the deliverables/deliverable required? | Given the experience during Alpha and Beta, we have factored the expectation of up to 40 requirements into the current timeline so there wouldn't be any changes to this. | 29/01/24 |
| 21 | Are there any requirements for support and maintenance after the project? | No, we have a support contract already in place. | 29/01/24 |
| 22 | Can a Technical Architecture showing the entire Platform be provided? | At this stage unfortunately not, more detailed details will be shared with the winning bidder. The winning bidder will get The Technical Architecture which will give a comprehensive overview of the Application and its interactions. | 29/01/24 |

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| 23 | What are the Data sources and where are they held? How are they exported, transformed and result stored? | SharePoint has been chosen for data and file storage as there is no complex data model or large volume of data required. Data flow detail will be shared with the winning bidder. | 28/01/24 |
| 24 | What do you class as a framework? | As stated in the glossary of the ITT, an evidence framework is collection of evidence requirements outlining key questions / gaps that need to be filled to enable policy decisions on hydrogen heating. For the delivery of the Hydrogen Heating Programme these have been split into several categories based on the nature of the work. There are 7 proposed evidence frameworks currently: 1) End Users, 2) Network Safety and Impacts (NSI), 3) System Transformation, 4) Consumer Trials, 5) Hydrogen Town Pilot, 6) Market and Regs, 7) Strategy & Analysis. | 29/01/24 |
| 25 | Are the circa 50 external users guest users in the tenant or do they have accounts? | We currently have around 50 guest users in our tenant. | 28/01/24 |
| 26 | Where is all the data stored? Is it SharePoint, Database or somewhere else? | SharePoint has been initially chosen for data and file storage as there is no complex data model or large volume of data required. | 29/01/24 |
| 27 | Changes to the data model and interrelationship of data points, i.e. enable many to many relationships. - What issue is the many-many relationship solving? | This question refers to the 7th further requirement within the "The business problem you need to solve" section of the ITT. Whilst the EMS is already built with several many - many relationships from a data model perspective, there are certain elements of the EMS where many-many relationships do not yet exist. Since the EMS was rolled out additional requirements for many to many relationships have been identified. The absence of many to many relationships in these areas means that the system doesn't allow the correct linkages between evidence, workstreams, sub requirements and requirements to be made. Developing many to many relationships for these areas of the system would resolve this issue. An example of this is that currently we can only link one workstream to a sub requirement, however we need to be able to link multiple workstreams to a sub requirement which would allow more accurate and efficient sorting and filtering of evidence within the EMS. | 29/01/24 |
| 28 | Improved functionality to link evidence to projects at upload stage, - where is the evidence likely to be derived from? External Files other LOG applications or somewhere else? | Evidence is generated internally by the DESNZ H+ Programme, as well as externally via delivery partners eg Gas Networks. These are in a variety of file formats eg word, excel, PDF. | 28/01/24 |
| 29 | What are the current and future plans regarding premium Power Platform and PowerBI licensing for the identified users and guest users? | We possess a sufficient level of licensing for all users that meets their individual requirements. | 28/01/24 |
| 30 | Word limit: Is the 2000 word limit per answer or for the full response? Does this apply to the social value criteria as well as the first 5 questions? | 2000 word limit is for the technical 5 questions and 250 word limit is for social value. Apologies for an error. | 21/02/24 |
| 31 | Is there a limit on pitch attendees numbers? | No, no limit. | 21/02/24 |
| 32 | What does the pricing scenario relate to - a specific deliverable? Or the whole contract? Are the roles outlined in the pricing scenario those you would expect to deliver this contract, or are they examples? | Pricing scenario is an example for whole contract, but will only be used for evaluation purposes, and not as a contract pricing mechanism. The roles outlined in the scenario are examples that will be used for evaluation purposes only. A separate section is provided to add more roles and role card. | 21/02/24 |
| 33 | Is there a word limit on the social value section? | See question 30. | 21/02/24 |
| 34 | Do we need to provide written responses for the cultural representation questions (e.g. written responses, in advance of the presentation), or are you expecting these to be delivered entirely via the presentation? | Cultural H questions will need to be presented entirely via the presentation and please send the presentation to us after you have presented. | 21/02/24 |
| 35 | Could you please confirm if the supplier that delivered the decoloursharbel has been shortlisted for stage 2? | This is a confidential information and cannot be shared. | 21/02/24 |
| 36 | Could you please provide some guidance regarding the 10-10 week development contract timescales - is there a specific reason for the short delivery timeframe? | The 10 week timeframe is based on factors such as the type of development required, the envisioned number of requirements and experience based on the previous development phases of the EMS. | 21/02/24 |

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

Call-Off Ref: RM1043.8

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| 37 | could we please request that the word count for the social value question is increased? | Social value question word count is increased to 300 words now | 23/02/24 |
| 38 | Pricing - you mention that providers will be evaluated based on Section 1 (scenario cost) and Section 2 (daily rates). How is a supplier's final score calculated and is it weighted based on other suppliers' highest/lowest relative prices? | In the Pricing template instruction tab: "Providers will be evaluated based on TOTAL SCENARIO COST AND filling in both Sections 1 and 2." Providers will not be evaluated based on section 2, but must fill in both sections. Total Scenario Cost in Section 1 will be the total price the suppliers will be evaluated on. It is a sum of the elements in section 1. Pricing score will be calculated via per the following formula: (lowest bid price/bidder's price) x weight (35%). | 23/02/24 |
| 39 | Pricing - in the pricing template Section 1 (scenario cost), can you confirm this is purely an exercise for assessment purposes and may not be same as the final total pricing that we propose for this engagement? If just an exercise, is there somewhere you want us to submit our final total price? (as this is not asked for in pricing sections 1 or 2) | The contract is capped time and material at £220,000 as stated in the pricing template (this will not be exceeded during the contract duration). The scenario is for assessment purposes only. There is not final total price for this contract. | 23/02/24 |
| 40 | Pricing - in the pricing template Section 2 (daily rates) - are suppliers being assessed on their full range of rates i.e. the entire SPFA grade range or are suppliers being assessed only on the grades proposed for this engagement (which may be smaller of the two). And is this section assessed based on average or total value of that grade range? | Rate are for the purposes of including them in the contract. Please read the instruction tab in the Pricing template: "Providers will be evaluated based on TOTAL SCENARIO COST AND filling in both Sections 1 and 2." You just need to fill in the Section 2 in full. | 23/02/24 |
| 41 | Can you please confirm the finalised dates for this proposal? - Bid Pack Attachment A indicates "Closing Date for Written Proposals" 20 Feb 16:00 and for "Supplier Presentations" 01/Mar 16:00. Shortlisting notification indicates "Written proposal and price schedule must be submitted via the CAS/Sourcing Suite no later than 16:00pm on Wednesday 28th February 2024" and also "Date: Thursday 29th February 2024 Time: 10:00 UK time" for presentation. | We will be having presentations over 2 days. The CAS software does not allow for this to be visible. Closing date for the written proposal is as per the CAS 28th February 16:00. Written proposal include everything but the presentation - technical proposal, social value and pricing. Presentations will be on 29/02 and 01/03. | 23/02/24 |
| 42 | You mentioned that security clearance is required. Is this DPSS or SC level? Does the level also depend on the role/system access for that user? | In the Bid pack, we stated that SC level is sufficient, regardless of the role. | 23/02/24 |
| 43 | Please can you clarify what you require in Section 2 of the Pricing Form. Are there specific grades you'd like us to put into the table or can we put in any grades we think are relevant? | Please include all the grades and descriptions in Section 2 that you think you will be using to deliver this Contract. Only the grades that are included in Section 2 will be used in the Call-Off Contract, so please include all the prices that you think will be relevant. | 23/02/24 |
| 44 | Will pricing take into consideration Section 1: Scenario and Section 2: Daily Rates. If so, how will Daily Rates be compared between suppliers? | Rate are for the purposes of including them in the contract. Please read the instruction tab in the Pricing template: "Providers will be evaluated based on TOTAL SCENARIO COST AND filling in both Sections 1 and 2." You just need to fill in the Section 2 in full. Please see the answer to question 38 as well. | 23/02/24 |