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# Framework Schedule 6 (Order Form Template andCall-Off Schedules)

#### **Order Form**

CALL-OFF REFERENCE: Office for Product Safety and Standards (OPSS) 4/Prj 501

CALL-OFF TITLE: OPSS Digital – Gov.uk

CALL-OFF CONTRACT DESCRIPTION: OPSS Digital delivers several external facing Gov.uk services,

some are in flights with new ones also to be delivered in the coming year. OPSS Digital needs a flexible contract with a quality partner that can provide specialist resources to be able to supplement our service teams. OPSS require technical roles across both Ruby-on-Rails and Drupal, the supplier must be able to provide appropriately skilled

technical roles across both code bases.

These specialists will have a crucial role in upskilling internal

resources to create longer term resilience.

THE BUYER: Department for Business, Energy and Industrial Strategy

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Olive Jar Digital LTD

SUPPLIER ADDRESS: Office 2.12, 48 Charlotte Street, London,

W1T 2NS

REGISTRATION NUMBER: 09668542

DUNS NUMBER: 220978922

SID4GOV ID: N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 4 July 2022.

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement ofWork 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, SOW 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(S):

Lot 2- Digital Specialists

#### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions) RM6263
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)

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- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- o Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - o Call-Off Schedule 1 (Transparency Reports)
  - o 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 Deliveries)
  - o Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - o Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 13 (Implementation Plan and Testing)
  - o Call-Off Schedule 14A (Service Levels)
  - o Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 6. 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 bythe 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: None

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CALL-OFF START DATE: 04 July 2022

CALL-OFF EXPIRY DATE: 31 March 2023

CALL-OFF INITIAL PERIOD: 9 months

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 90 days

CALL-OFF CONTRACT VALUE: £6,150,000 (exc VAT)

KEY SUB-CONTRACT PRICE: £2,628,790 (exc VAT)

#### **CALL-OFF DELIVERABLES**

See Deliverables in Annex 1

#### **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 set out in FrameworkSchedule 1 (Specification).

#### **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,628,790 Estimated Charges in the first 12 Months of the Contract.

#### **CALL-OFF CHARGES**

Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for furtherdetails.]

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

#### **REIMBURSABLE EXPENSES**

None

#### **PAYMENT METHOD**

Payment by BACS upon receipt of a valid invoice, paid 30 days in arrears

#### **BUYER'S INVOICE ADDRESS:**

Department for Business, Energy and Industrial Strategy 1 Victoria Street, London, SW1H 0ET

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#### **BUYER'S AUTHORISED REPRESENTATIVE**

Head of Digital Office for Product Safety and Standards 4th Floor, Cannon House, The Priory, Birmingham, B4 6BS



#### **BUYER'S ENVIRONMENTAL POLICY**

Available upon request

#### **BUYER'S SECURITY POLICY**

Available upon request



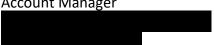
Account Manager



Office 2.12, 48 Charlotte Street, London, W1T 2NS

#### SUPPLIER'S CONTRACT MANAGER

Account Manager



Office 2.12, 48 Charlotte Street, London, W1T 2NS

#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

#### **KEY STAFF**

Off-payroll working rules (IR35) do not apply

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#### **COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

#### [EITHER (1)

#### **BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]

#### **MATERIAL KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
UKMCAB	Deliver Alpha and Private Beta by	Daily stand-ups, end of sprint
	31/12/22 (including Delivery	review and monthly portfolio
	Management/Scrum Master support	reporting
	as required)	
	Deliver Public Beta by 31/03/23	
	(subject to approvals)	
PRISM	Deliver Alpha by 31/12/22	Daily stand-ups, end of sprint
	Deliver Beta by 31/03/22	review and monthly portfolio
	(subject to approvals)	reporting
PSD	Deliver the specified work in PSD	Daily stand-ups, end of sprint
	Roadmap during FY 2022-23	review and monthly portfolio
		reporting
SCPN	Deliver the specified work in SCPN	Daily stand-ups, end of sprint
	Roadmap during FY 2022-23	review and monthly portfolio reporting
PAR	Deliver the specified work in PAR	Daily stand-ups, end of sprint
	Roadmap during FY 2022-23	review and monthly portfolio
		reporting
Sprint Completion	90% completion	Daily stand-ups, end of sprint
		review and monthly portfolio
		reporting
Sprint Velocity	90% completion	Daily stand-ups, end of sprint
		review and monthly portfolio
		reporting

#### **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)]

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#### **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.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director / Account Manager	Role:	Deputy Director
Date:	30.06.2022	Date:	30/06/22

### **Appendix 1**

### **Annex 1 (Statement of Work)**

#### 1. STATEMENT OF WORK ("SOW") DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will notapply 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:	04/07/2022
SOW Title:	OPSS Digital – Gov.uk
SOW Reference:	OPSS4

Call-Off Contract Reference:	OPSS4
Buyer: Department for Business, Energy and Industrial Strategy	
Supplier:	Olive Jar Digital LTD
SOW Start Date:	04/07/2022
SOW End Date:	31/03/2023
Duration of SOW:	9 months
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTR	2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT		
OPSS is developing several digital services on gov.uk in different parts of the Product Safety Database (PSD) and Submit Cosmetics Product Notificate Primary Authority Register (PAR), Product Risk Methodology (PRISM) and Conformity Assessment Bodies (UKMCAB).			
	To complement the existing multi-disciplinary development teams, we are seeking various different specialists who can fill various roles. We need a supplier who can provide Technical and Data Architects, Software Developers, Business Analysts, User Researchers, Designers, Automated Testers and Delivery Manager/Scrum Master with skills required for gov.uk development using Ruby-on-Rails and Drupal.		
	The respective specialists would also be required to support permanent staff within the OPSS Digital Team (Civil Servants) and provide training, mentoring and guidance where required.		
Delivery phase(s)	Discovery, Alpha, Beta		
Overview of Requirement	Ad hoc		

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Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement ofWork:
Widueis	Sole Responsibility:□
	Self Directed Team:X
	Rainbow Team:□

#### 3. BUYER REQUIREMENTS - SOW DELIVERABLES

### Outcome Description

- Deliver the roadmap/backlog for each service as specified by the Product/Delivery Manager by the end of 22-23.
- Mentoring and coaching of Civil Servants (where specified) in parallel to delivery.
- Produce firm evidence/documentation so that services can move to subsequent phases of delivery (where specified) as requested by BEIS Digital boards.
- Not all roles will be required for the full duration of the contract

#### UKMCAB high level deliverables:

- Deliver Alpha consisting of a technical proof of concept for the full service and research further the content guidance landscape on Gov.UK
- 2. Deliver Private Beta develop a Minimum Viable Product (MVP) consisting of:
  - A custom-built Ruby on Rails application with an advanced search feature
  - Including a backend database, administrator portal along with new front end search capability
- 3. Deliver Public Beta extend the MVP to incorporate:
  - A guided search via a decision tree to meet a wider set of user needs.
  - Increase breadth of supporting database to extend the filtering capability of the advanced search to all data points.
  - Extend the content editing workflow to enable both internal and external users to submit content/data for review and publishing.
  - Assess the appropriate location for sourcing standards data.

#### PRISM high level deliverables:

- Deliver Alpha work with business area who have developed a risk methodology to develop a technical proof of concept for the full service and research further users/user needs of the service.
- Deliver Private Beta develop a Minimum Viable Product (MVP) consisting of a custom-built Ruby on Rails application with a gov.uk front end wizard.
- 3. Deliver Public Beta integrate the MVP with the Product Safety Database backend and any further development required from user testing/research.

#### PSD high level deliverables:

 Converge the OPSS and Trading Standards Officer (TSO) journeys for case creation and implement new UI designs.

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- 2. Implement a new 'create a product' flow that provides the possibility of matching on notified products in PSD.
- Provide the business with a way to PSD data quality issues (incomplete data, incorrect data and data duplication).
- Provide all PSD users with the ability to report on the current data within PSD (e.g. dashboard functionality, note - reporting requirements have yet to be confirmed).

#### COS high level deliverables:

- Provide OPSS and (National Poison Information Service) NPIS users with the ability to search for ingredients in notified cosmetic products.
- 2. Provide business users the ability to make a copy of submitted cosmetic product notifications that they can then amend and submit.
- 3. Provide business users with the ability to archive notified cosmetic products.
- 4. Provide business users with the ability to search their notified cosmetic products.

#### PAR high level deliverables:

- 1. Development and delivery of a new backlog for PAR which is in BAU but requires further work. This involves:
  - Deliver advanced search, to improve stability of platform
  - Deliver two stage authentication and install anti-virus software, to improve security
  - Create two different access controls for development/staging secrets and for production secrets
  - Develop drop down filters for Regulatory function sub-categories
  - API integration with Co-ordinators

#### Data Discovery deliverables:

- Clear data mapping of existing and future digital systems.
- Identification of key user groups internal and external to OPSS and their data needs.
- Creation of data dictionaries per service.
- Generation of protocols for the storing and movement of data in systems including sharing data with external organisations such as other regulators.
- To-be mapping for integration and interoperability between systems and potential for a 'central repository' of all core OPSS data.
- Opportunities for consistent data structuring and improvement of data quality.
- Opportunities arising from CBAS moving to Azure.

#### Security Audit deliverables:

- Discovery security report across PSD, SCPN and PAR (with methodology used for assessing risk, the risks themselves and associated RAG rating (or equivalent), commentary on the risks with actionable measures that can be taken to mitigate the risks, and high-level executive summary).
- Playback session to the respective teams (PSD, SCPN and PAR) on the discovery security report/recommendations with the opportunity for respective teams to answer questions.

Milestone Ref	Milestone Description	Acceptance Criteria	Due date
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		1	
MS01	Deliver the roadmaps for UKMCAB, PRISM, PSD, SCPN, and PAR as specified by the Product/Delivery Manager throughout the ongoing phases during FY 2022-23.	To be outlined by Product/Delivery Manager	31/03/2023
MS02	Deliver Data Discovery	To be outlined by Product/Delivery Manager	31/12/2022
MS03	Deliver Security Audit	To be outlined by Product/Delivery Manager	31/12/2022
Delivery Plan	Milestone 1 (UKMCAB) – Deliver Alpha and Private Beta by 31/12/22 and Public Beta by 31/03/2023 (subject to approvals)  Milestone 2 (PRISM) – Deliver Alpha by 31/12/22 and Beta by 31/03/23 (subject to approvals)  Milestone 3 (PSD) – Deliver the specified work in PSD Roadmap during FY 2022-23  Milestone 4 (SCPN) – Deliver the specified work in SCPN Roadmap during FY 2022-23  Milestone 5 (PAR) – Deliver the specified work in PAR Roadmap during FY 2022-23  Milestone 6 (Data Discovery) – Deliver the Discovery outcomes by 31/12/22  Milestone 7 (Security Audit) – Deliver the Audit outcomes by 31/12/22		
Dependencies	N/A		
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 withParagraph 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 Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards	Not Applicable		

Performance Management	[Insert details of Material KPIs that have a material impact on Contract performance]			
ŭ	Material KPIs	Target	Measured by	
	[Insert Service Levels and/or Scorecard)]	KPIs – See Call-Off Sched	ule 14 (Service Levels andBalanced	
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 Annex1 attached to this Statement of Work.			
Key Supplier Staff	Key Role Key Staff Contract Details			

Worker Engagement Status	Yes- Off	Yes- Off-Payroll do not apply		
[SOW Reporting Requirements:]	15 (Call-manage	[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 regularity of Submission apply to?		
	1. 1.1	[insert]	[insert]	[insert]
	]	[ [ [ [ ] ] ]	[moort]	Imoord

4. CHARGES			
Call Off Contract Charges	The applicable charging method(s) for this SOW is: Time and Materials		
	The estimated maximum value of this SOW (irrespective of the selected charging method) is £6,150,000		
	The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.		
Rate Cards Applicable	Role  Developer (Ruby-on-Rails)  Developer (Drupal)  Technical Solutions Architect  Data Architect  Automated Tester  Service Designer  Business Analyst  User Researcher  Delivery Manager / Scrum Master	Day Rate	
Financial Model	Security Consultant Time and Materials Basis		

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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 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 and title Date Signature	Director / Account Manager 30.06.2022
For and on behalf of the Buyer	Name and title Date Signature	, Deputy Director  30/06/22