



Crown  
Commercial  
Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Order Form**

Version 2

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

## 1 Order Form

<b>Call-Off Reference</b>	<b>DOS5 No. 17859</b>
<b>Buyer Reference</b>	<b>Project_7276 (Jaggaer)</b>
<b>Call-Off Title:</b>	<b>Technical Architecture/Lead Test and Development Delivery</b>
<b>Call-Off Contract Description:</b>	Require agile digital development, testing and solution/technical architecture services to support development of GDS compliant digital services users to support continued development and live running of the service. As service is already live we require a handover from incumbent suppliers and throughout a need for knowledge transfer to permanent staff.
<b>The Buyer</b>	Department for Education
<b>Buyer Address:</b>	Data Directorate Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT

<b>The Supplier:</b>	Talent international UK Limited
<b>Supplier Address:</b>	7th Floor 9 Colmore Row, Birmingham, England, B3 2BJ
<b>Registration Number:</b>	08729262
<b>DUNS Number:</b>	219685033
<b>SID4GOV ID:</b>	
<b>Call-Off Start Date</b>	01/11/2022
<b>Call-Off Expiry Date:</b>	31/10/2024
<b>Call-Off Initial Period:</b>	2 years
<b>Call-Off Contract Extension Period</b>	6 months (30th April 2025 is the last date of the maximum Extension Period).

<b>(Subject to agreement)</b>	
<b>Minimum Notice Period for Extensions:</b>	30 days
<b>Call-Off Contract value</b>	Up to a maximum of £9,800,000 (inc VAT)

## 1 Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [01/11/2022].

It is issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a 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.

## 2 Call-Off Lot

Lot 1 and as per specification/advert via [Apprenticeships Digital Development, Testing and Architecture - Digital Marketplace](#)

## 3 Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 7 (Not Used)

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- o Joint Schedule 8 (Not Used)
  - o Joint Schedule 10 (Rectification Plan)
  - o Joint Schedule 11 (Processing Data) RM1043.7
  - o Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM1043.7
    - o Call-Off Schedule 1 (Not Used)
    - o Call-Off Schedule 2 (Staff Transfer)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
    - 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 Template)
    - o Call-Off Schedule 14 (Not Used)
    - o Call-Off Schedule 15 (Call-Off Contract Management)
    - o Call-Off Schedule 16 (Benchmarking)
    - o Call-Off Schedule 18 (Background Checks)
    - o Call-Off Schedule 20 (Call-Off Specification)
    - o Call-Off Schedule 25 (Not Used)
    - o Call-Off Schedule 26 (Cyber Essentials Scheme)
  - CCS Core Terms (version 3.0.9)
  - Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
  - 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.

#### **4 Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract to supplement existing provisions. The Supplier will comply with the following additions:

### Special Term 1:

1. All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Security checks relevant to supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract.
2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check, or through the vetting procedure of HMG Baseline Personnel Security Standard, or through the Disclosure and Barring Service (DBS), or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, following disclosure under this clause, is entirely at the Buyer's sole discretion.
3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
4. Where the Buyer decides that Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 2 and/or 3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call-Off Contract."
5. For the purposes of this Special Term 1, 'Conviction' & 'Relevant Conviction' shall have the meanings defined below:

Term	Definition
<b>Conviction</b>	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.

<b>Relevant Conviction</b>	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer
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### **Special Term 2:**

A latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the buyer, onboarding will take place within 10 working days of a statement of work being signed or other time period as stated in the Statement of Work.

### **Special Term 3:**

1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.
3. Contractors can work remotely, or from the Supplier's premises, or from the Buyer's premises.

### **Special Term 4:**

The parties agree that should the Buyer exercise its rights under clauses 14 or 15 of Joint Schedule 11 (Processing Data), to amend the data processing terms or enforce guidance from the Information Commissioner's Office, and this results in the Supplier, acting in a commercially reasonable manner, being unable to deliver the Services in accordance with such amendments, the Supplier shall have the right to terminate the Call-Off Contract on 30 days written notice without early termination liability.

## **5 Call-Off Deliverables**

Deliverables will be defined by each statement of work.

See advert for detail specification via [Apprenticeships Digital Development, Testing and Architecture - Digital Marketplace](#)

## **6 Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with all relevant and reasonable standards as identified through each Statement of Work by the Buyer.

## 7 Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a minimum of Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract. Any additional requirement will be determined on the basis of each statement of work to be called-off this contract.

## 8 Call-Off Contract Charges (which forms part of Call-off Schedule 5)

### Charging method(s)

Capped time and materials (CTM)	X
Incremental Fixed Price	
Time and materials (T&M)	
Fixed price	
Other pricing method or a combination of pricing methods agreed by the Parties	

## 9 Reimbursable Expenses

Expenses must be pre-agreed and comply with the prevailing DfE Travel and Subsistence Policy. Any expenses shall be submitted in line with DfE standard T&S policy. Primary work location stated in SoW will not attract expenses. No parking is available on site. The Buyer reserves the right to amend the prevailing Travel and Subsistence Policy, by written notice, at any time throughout the duration of this Call-Off Contract and that amended Policy shall apply with immediate effect. (see DfE expenses policy attached)



DfE Travel and  
expenses policy.docx

## 10 Payment Method

<b>The method of payment for the Call-Off Contract Charges (GPC or BACS)</b>	Electronic BACS transfer.
<b>Invoice (including Electronic Invoice) details</b>	The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of the date of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and

	replaced in its entirety with a valid invoice.
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## 11 Buyer's Invoice Address

<b>Who and where to send invoices to:</b>	<p>Invoices must be sent to:  <b>&lt;REDACTED&gt;</b></p> <p>All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.</p>
<b>Invoice information required – eg PO, project ref, etc.</b>	<p>A valid invoice will:</p> <ul style="list-style-type: none"> <li>• be dated and have a unique invoice number;</li> <li>• quote a valid purchase order number;</li> <li>• include correct Supplier details;</li> <li>• specify the services supplied;</li> <li>• include the correct SOW reference;</li> <li>• be for the correct sum;</li> <li>• provide contact details for queries.</li> </ul>
<b>Invoice frequency</b>	Monthly in arrears.

## 12 Buyer's Authorised Representative

Name:	<b>&lt;REDACTED&gt;</b>
Role:	Head of Apprenticeship Service Support and Programme Management
Phone:	<b>&lt;REDACTED&gt;</b>
Email:	<b>&lt;REDACTED&gt;</b>
Address	Cheylesmore House, Quinton Road, Coventry, CV1 2WT

## 13 Buyer's Security Policy

DfE Security Policy Attached



Departmental  
Security Standards.do



#### 14 Supplier's Authorised Representative

Name:	<REDACTED>
Role:	Managing Director
Phone:	<REDACTED>
Email:	<REDACTED>
Address	The Quorum, Bond Street, Bristol BS1 1AE

#### 15 Supplier's Contract Manager

Name:	<REDACTED>
Role:	Managing Director
Phone:	<REDACTED>
Email:	<REDACTED>
Address	The Quorum Bond Street, Bristol BS1 3AE

#### 16 Progress Report Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract.

#### 17 Progress Meeting Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract.

#### 18 Key Staff -

To be outlined in each individual Statement of Work.

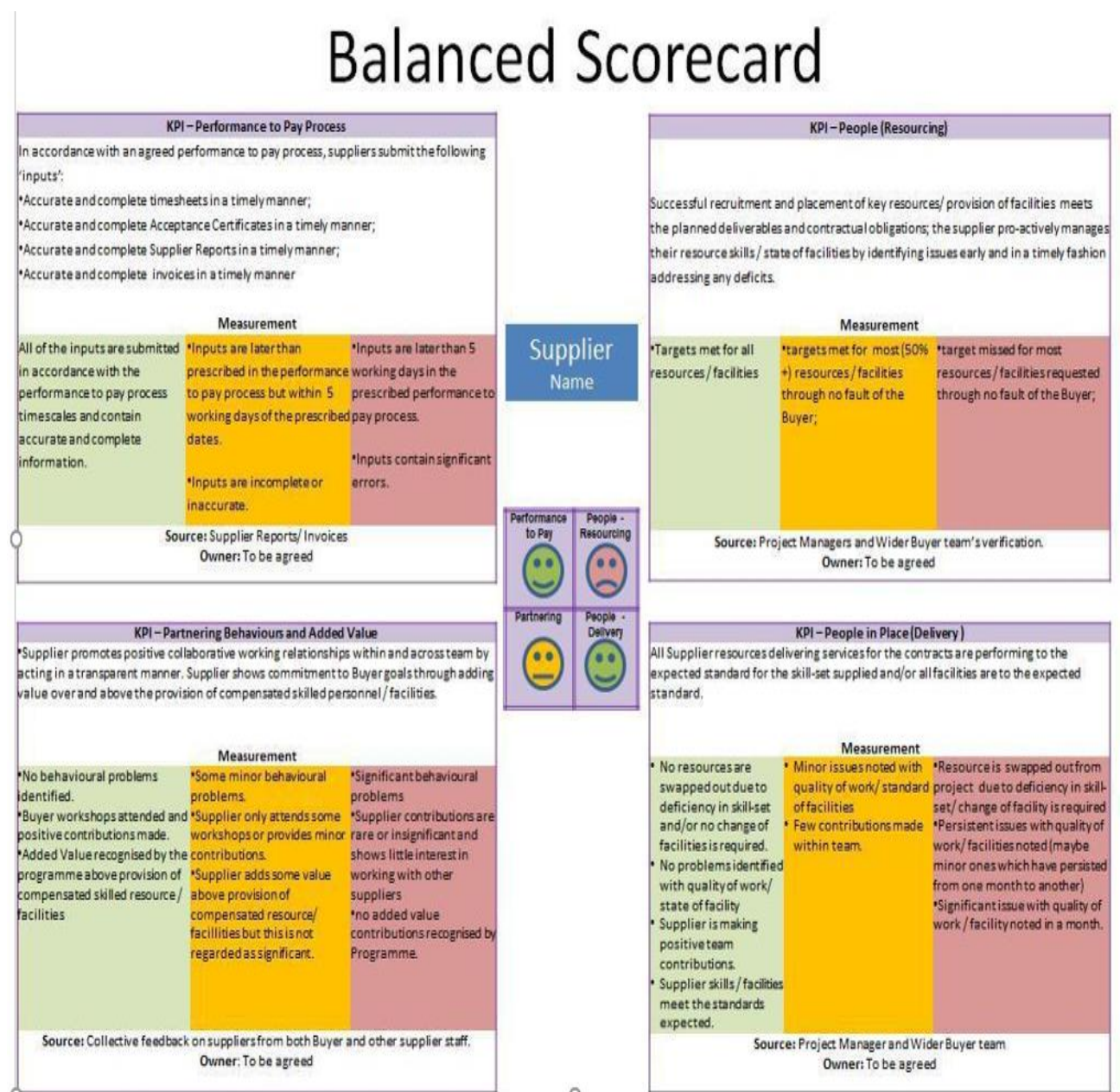
#### 19 Key Subcontractor(s)

Supplier's information	
Subcontractors / Partners:	N/A

## 20 Commercially Sensitive Information

Supplier's information	
<b>Commercially sensitive information:</b>	Supplier Rate Cards

## 21 Balanced Scorecard



## 22 Material KPIs

Ref	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Buyer redress for Failure to provide Services at or above Service Levels
KPI001	Invoice accuracy	<p>Invoices submitted in the Measurement Period are correct</p> <p>Definition:</p> <ul style="list-style-type: none"> <li>• Invoice does not overlap with previous invoice period</li> <li>• Services and rates align with those agreed on prevailing SoW</li> <li>• Purchase order quoted is correct</li> <li>• Invoice does not bill for services not rendered</li> <li>• Invoice does not bill for outcomes which have not been delivered</li> <li>• Invoice does not bill for expenses which have not been approved</li> </ul>	<p><b>Green</b> - 100% of invoices accepted.</p> <p><b>Amber</b> – 80% of invoices accepted.</p> <p><b>Red</b> - 70% of invoices accepted.</p>	<p>The service level measure is 'Amber' across a quarterly period.</p>	<p>Billing errors of which the Supplier becomes aware, or which are raised by the Buyer, to be investigated and correctly resolved in line with the performance measure below:</p> <p><b>Green</b> - 100% of errors resolved within 5 working days</p> <p><b>Amber</b> – 80% of errors resolved within 5 working days</p> <p><b>Red</b> - 70% of errors resolved within 5 working days</p>

		by the Authority <ul style="list-style-type: none"> <li>Any expenses billed for must comply with the Authorities expenses policy</li> </ul>			
<b>KPI002</b>	Service Timeliness	All services required by the Supplier to deliver the outcomes agreed and commence work on the date agreed with the Authority.	Services start on the SoW at the date agreed between Authority and Supplier on <b>100%</b> of all SoWs over a 12-month period	1 or more occasions where the services are not available at the date agreed between Authority and Supplier, unless the Authority has been notified of delays in writing before the SOW is signed.	Rectification Plan as per Joint Schedule 10
<b>KPI003</b>	Quality of service / individuals provided to deliver outcomes agreed	Services provided by the Supplier have the appropriate skills and experience required to deliver the outcomes agreed between Authority and Supplier	Supplier provides services relevant and of the appropriate level of skills and experience to deliver the outcomes agreed for each work package	1 or more occasions where the services provided are found to not have the appropriate skills and experience to deliver the outcomes and has resulted in a necessary swap out of the individual	Rectification Plan as per Joint Schedule 10
<b>KPI004</b>	Successful delivery of outcomes and acceptance criteria against milestone dates and within agreed capped price.	Outcomes are delivered to the expected quality in line with acceptance criteria set out within the individual SOW and by the milestone dates agreed	The supplier delivers the outcomes agreed in each work package in line with the acceptance criteria and milestones	1 or more occasions where the Supplier does not meet the outcomes or milestones to deliver the agreed work package, with evidence and agreed	Rectification Plan as per Joint Schedule 10

				between the Supplier and Authority	
<b>KPI005</b>	Successful recruitment and placement of key resources, delivering to the expected standards.	<b>Green</b> – No services are swapped out due to deficiency in skillset. No problems identified with quality of work. Skills meet standards required <b>Amber</b> – Some Services swapped out due to deficiency in skillset. Minor issues noted with quality of work. <b>Red</b> -Significant deficiencies in skillset. Significant issues noted with quality of work.	As set out in the indicators: <b>Green</b> <b>Amber</b> <b>Red</b>	The service level measure needs to be at a minimum of 'Amber' across a quarterly period.	Supplier will provide proactive management of resources identifying issues early and addressing issues promptly when KPI's fall to Amber or below.
<b>KPI006</b>	Social Value Commitment	Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.	Increase in representation within the workforce	Increase in representation within the workforce determined by % of FTE workforce	A time-bound action plan must be submitted informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level

## 1. KPI/SLA Incentives

The Department will operate a “soft landing” approach to service level achievement for the first 3 months following mobilisation and start date of the Contract.

This period will also be used by the Authority to check that the service level monitoring process is robust and effective. Changes made will be communicated and agreed via Contract Variation. Failure to achieve service level thresholds during this ‘soft landing’ period will not lead to further action. The Supplier must

demonstrate clear efforts to improve performance and commitment to achieving the agreed targets following expiry of the soft-landing.

Repeated failure to meet the service level threshold may lead to further action being taken in line with the contract terms and conditions

The Department reserves the right to amend the service levels and where applicable introduce service credits across the contract duration.

## **23 Additional Insurances**

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause in addition to Joint Schedule 3.

## **24 Guarantee**

Where agreed with supplier at the point of each Statement of Work to be called off under this contract, the Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

## **25 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).

## **26 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.

## **28 Formation of Contract**

By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract.

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**SIGNED:****For and on behalf of the Supplier:**

Signature	<REDACTED>
Name:	<REDACTED>
Role:	Managing Director
Date:	28/10/2022

**For and on behalf of the Buyer:**

Signature	<REDACTED>
Name:	<REDACTED>
Role:	Deputy Director   Operations Directorate Commercial Delivery Team
Date:	

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## **2      Appendix 1**

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



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

(Please note: “*this SoW template would be reviewed by the buyer in agreement with the supplier as appropriate for each SoW to be called-off under this contract*”)

#### **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.

#### **1 Call-Off Contract Specification – Deliverables Context**

##### **SOW Deliverables Background:**

**To be agreed within Individual SoW**

##### **Delivery phase(s):**

**To be agreed within Individual SoW**

##### **Overview of Requirement:**

**To be agreed within Individual SoW**

##### **Buyer Requirements – SOW Deliverables**

##### **Outcome Description:**

**To be agreed within Individual SoW**

##### **Delivery Plan:**

**To be agreed within Individual SoW**

##### **Dependencies:**

**To be agreed within Individual SoW**

##### **Supplier Resource Plan:**

**To be agreed within Individual SoW**

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**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:

**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:**

**To be agreed within Individual SoW**

**Key Supplier Staff:**

**To be agreed within Individual SoW**

**Charges****Call Off Contract Charges:**

**To be agreed within Individual SoW**

**Rate Cards Applicable:**

**To be agreed within Individual SoW**

**Reimbursable Expenses:**

**To be agreed within Individual SoW**

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Relevant key Contract terms for CCS Contract No. RM1043.7 are attached or/and accompany this Framework Schedule 6 document.

- Call-Off Schedules for RM1043.7\_Attachment2



Attachment  
2\_Call-Off schedules.c

- Joint Schedules for RM1043.7\_Attachment1



Attachment 1\_Joint  
Schedules.docx

**Call-Off Schedule 5 (Pricing Details and Expenses Policy) see attached call off schedules for more details on supplier rate card/bid**

### **Daily Rates/Prices**

<REDACTED>