



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

CPD4124083

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference	CPD4124083
Call-Off Title:	Digital Planning Reform Programme Delivery Partner
Call-Off Contract Description:	DLUHC Digital Planning Reform Programme Delivery Partner, 2-year contract with optional 6 month extension.
The Buyer:	Department for Levelling Up, Housing and Communities (DLUHC)
Buyer Address:	Fry Building, 2 Marsham St, London SW1P 4DF.
The Supplier:	Version 1 Solutions Limited
Supplier Address:	Grosvenor House, Prospect Hill, Redditch, Worcestershire, B97 4DL
Registration Number:	03438874
DUNS Number:	53-634-0334

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12 October 2022.

It's 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, 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.7
 - 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) RM1043.7

Framework Schedule 6 (Digital Planning Reform Programme Delivery Partner Bench Contract – Specialists)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) (Part C and E)
 - 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) – Part A applies
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme) plus Cyber Essentials Plus Certificate

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

- There will be a break clause in the contract for 31st December 2022, pending further spend approval. The supplier will be informed of the outcome before December 2022, subject to DLUHC internal process.
- All outputs will be owned by DLUHC and published openly where appropriate using a suitable open license that supports reuse.
- All materials/outputs derived from the contract shall be the property of DLUHC.

Framework Schedule 6 (Digital Planning Reform Programme Delivery Partner Bench Contract – Specialists)

Call-Off Start Date: 12 October 2022

Call-Off Expiry Date: 11 October 2024

Call-Off Initial Period: 2 years (with break clause at 31st December 2022 pending further spend approval as stated above)

Call-Off Optional Extension Period: up to 6 months (but not beyond 31st March 2025)

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £3,963,333.00 excluding VAT with an estimated maximum ceiling of £8,000,000.00 excluding VAT for the initial 2 year term. Individual SoWs will be agreed as required, agreeing each work package and taking into account any specific KPIs/milestones/data processing/security requirements.

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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:

None stated.

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 [REDACTED] excluding VAT.

Call-Off Charges

- 1 Capped Time and Materials (CTM) – assuming 1 day per week in the DLUHC London office (final location details to be agreed per SoW).

As per the applicable day rates/rate card(s) in the supplier proposal 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.

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

Invoice/BACS – monthly in arrears

Buyer's Invoice Address

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

Contract Manager

[REDACTED]

DLUHC, Fry Building, 2 Marsham Street, London SW1P 4DF.

Buyer's Environmental Policy

Greening Government Commitments Annual Report (April 2020)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

Operations Director

[REDACTED]

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Account Lead

[REDACTED]

[REDACTED]

11th Floor, Lanyon Plaza West Tower, 8 Lanyon Pl, Belfast BT1 3LP

Progress Report Frequency

See call-off schedule 1

Progress Meeting Frequency

Monthly

Key Staff

N/A

Key Subcontractor(s)

None stated.

Commercially Sensitive Information

See Joint Schedule 4

Balanced Scorecard

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

Material KPIs

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

Material KPIs	Target	Measured by
Placement of individuals into teams within 5-10 working days	Timelines – 5-10 working days	at least 98% at all times

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 using the template provided.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: Practice Operations Director

Date: 14/10/2022

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: Deputy Director

Date: 17/10/2022

Annex 1 (Template Statement of Work) – To be completed as and when required

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:

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:

2 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]

3 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 (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

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

Material KPIs	Target	Measured by

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

[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	Employment / 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 Paragraph 6 of 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]

4 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].

Rate Cards Applicable:

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

[**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]

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:

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

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">Personal Data of specialists in the form of CVs.
Duration of the Processing	From contract start date to contract end
Nature and purposes of the Processing	<p>The supplier will be putting forward specialists to fill the roles we need on the contract, whether they be developers, user researchers, PMO. They will either be FT employees of the winning tenderer, or interims employed on a temporary basis for the contract specifically. The data will therefore be sent by individuals to the company, and then forwarded onto us for acceptance. They will also include CVs as part of their bid pack.</p> <p>CVs of specialists will be reviewed before joining DLUHC teams. CVs will be deleted by the Buyer after review.</p> <p>It is the Supplier's responsibility to treat personal data as per Data Protection Legislation in regards to processing CVs.</p>
Type of Personal Data	<p>Name, address, date of birth, NI number, telephone number, pay.</p> <p>As held by the Supplier.</p> <p>The buyer does not require address, date of birth, NI number, pay or biometric data</p>
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers)

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

<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>CVs will be reviewed and deleted by the Buyer upon accepting or rejecting the individual.</p>
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