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Order Form

CALL-OFF REFERENCE: Office for Product Safety and Standards (OPSS)
5/ con_3078

CALL-OFF TITLE: OPSS Digital – Microsoft Technical and
User Centred Design Resources

CALL-OFF CONTRACT

DESCRIPTION: *OPSS Digital delivers internal technology tools using Microsoft tools such as Microsoft Dynamics 365 and Power BI, some are in flight 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 and deliver using Microsoft skills.*

These specialists will have a crucial role in upskilling internal resources to create longer term resilience.

THE BUYER:

The Office for Product Safety and Standards

BUYER ADDRESS

OPSS, 4th Floor, Cannon House, Birmingham, B4
6BS

THE SUPPLIER:

Triad Group PLC

SUPPLIER ADDRESS:

Huxley House, Weyside Park, Catteshall Lane,
Godalming, Surrey, GU7 1XE

REGISTRATION NUMBER:

02285049

DUNS NUMBER:

39-996-9443

FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24/10/2022.

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 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, 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 (Further Competition Procedure)

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. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6263

- Joint Schedule 2 (Variation Form)

- Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - 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 Deliveries)
 - 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 14A (Service Levels)
 - [Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 0. CCS Core Terms (version 3.0.11)
- 1. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 2. 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:

None

CALL-OFF START DATE: 24/10/2022

CALL-OFF EXPIRY DATE: 31/03/2023

CALL-OFF INITIAL PERIOD: 0 years, 6 months

CALL-OFF OPTIONAL
EXTENSION PERIOD: **1 Year**

MINIMUM NOTICE PERIOD

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FOR EXTENSION(S):	1 month
CALL-OFF CONTRACT VALUE:	£677,200 (ex VAT) plus extension (£920,000)
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

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 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 £677,200 (ex VAT)

CALL-OFF CHARGES

The Charging method selected is, as below, (5) Time & Materials. This is incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 (if used) in Framework Schedule 3 (Framework Prices)]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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)

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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

BACS Payment (Monthly Invoice)

BUYER'S INVOICE ADDRESS:

[REDACTED]

Delivery Manager

[REDACTED]

[REDACTED]

OPSS, 4th Floor, Cannon House, The Priory, Birmingham, B4 6BS

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OPSS, 4th Floor, Cannon House, The Priory, Birmingham, B4 6BS

BUYER'S ENVIRONMENTAL POLICY

Available upon request

BUYER'S SECURITY POLICY

Available upon request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Client Services Director

[REDACTED]

[REDACTED]

Huxley House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Finance Director

[REDACTED]

[REDACTED]

Huxley House, Weyside Park, Catteshall Lane, Godalming, Surrey GU7 1XE

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PROGRESS REPORT FREQUENCY

Not required

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

[Redacted]

Head of Digital & Technology (OPSS)

[Redacted]

[Redacted]

[Redacted]

Delivery Lead

[Redacted]

Outside of IR35

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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
Sprint Completion	90% completion	Contract Manager
Sprint Velocity	90% completion	Contract Manager
Resource requests complete	Resource in place 3 weeks after request from OPSS	Contract Manager

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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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.

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 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.]

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	21/10/2022
SOW Title:	OPSS Digital – Microsoft Technical and User Centred Design Resources

SOW Reference:	OPSS5
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Call-Off Contract Reference:	OPSS5
Buyer:	The Office for Product Safety and Standards (OPSS)
Supplier:	Triad Group PLC
SOW Start Date:	24/10/2022
SOW End Date:	31/03/2023 (subject to approvals)
Duration of SOW:	112 working days (subject to approvals)
Key Personnel (Buyer)	<div>██████████ Delivery Manager</div> <div>██████████ Head of OPSS Digital & Technology</div>
Key Personnel (Supplier)	<div>██████████ Client Services Director</div> <div>██████████, Finance Director</div>
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p>OPSS is delivering technology tools for internal OPSS users, utilising Microsoft tools such as D365 and Power BI. There are two main projects – Enquiry & Case Management (ECM) and Ports & borders Case Management (PBCM). ECM is in flight and went into public beta in September but has an extensive roadmap of future development until 31/03/2023 at the very earliest. PBCM is an existing service but requires an overhaul that will start from discovery as a greenfield project.</p> <p>To complement the existing multi-disciplinary development teams mainly populated by OPSS Civil Servants, we are seeking various different specialists who can fill various roles. We need a supplier who can provide Technical Architects, Developers, Business Analysts, User Researchers, Designers, Automated Testers and Delivery Managers with skills at Microsoft development.</p>
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	<p>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.</p>
Delivery phase(s)	Discovery, Alpha, Beta (private and public)
Overview of Requirement	<i>See background section</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i></p> <p><i>Rainbow Team:</i> X</p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

**Outcome
Description**

- Complete the roadmap of the ECM service and move it into full BAU/Live in 2023.
- Scope out any further increments required for ECM to help solve wider business problems – current users are only operational teams but there is scope for use by wider teams who carry out stakeholder engagement.
- Initiate a greenfield project for Ports & Borders, delivering from Discovery through to Beta
- Explore integrations for both services with each other and across other OPSS systems.
- Rapidly respond to any further requirements for Microsoft tools

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	in OPSS that are at the moment, unknown.		
Milestone	MS01	Ongoing assessment in collaboration with Delivery Manager and Head of OPSS Digital & Technology	31/03/2023

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MS01	<p>ECM increments 3,4 and 5 delivered</p> <p>Delivery of effective Power BI data visualisation and reporting via ECM</p> <p>PBCM Discovery completed</p> <p>Other milestones related to the outcomes mentioned above will be in the following Financial Year if the optional extension is used.</p>	Ongoing assessment in collaboration with Delivery Manager and Head of OPSS Digital & Technology	31/03/2023
Delivery Plan	Milestone 1 – Delivery of the specified work during FY 2022-23		
Dependencies	N/A		
Supplier Resource Plan	<p>ECM – 1 x Developer, 2 x Business Analyst, 1 x BI Data Engineer, 1 x Automated Tester, 1 x User Centred Designer</p> <p>PBCM – 1 x Delivery Manager, 1 x Business Analyst, 1 x User Centred Designer, 1 x Developer (commencing approximately January)</p>		
Security Applicable to SOW:	<p>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).</p> <p>[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: Roles with access to live data will require SC</p>		

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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

[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



Material KPIs	Target	Measured by
Sprint Completion	90%	Contract Manager
Sprint Velocity	90%	Contract Manager
Resource requests complete	Resource in place 3 weeks after request from OPSS , Contract Manager	Contract Manager



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
Senior BA	[REDACTED]	[REDACTED]
Senior BA	[REDACTED]	[REDACTED]
Automation QA	[REDACTED]	[REDACTED]
Dynamics Specialist	[REDACTED]	[REDACTED]

Worker Engagement Status

Outside of IR35

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[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	Not required, contract management meetings only	[insert]	[insert]

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <p><i>Time & materials, invoices sent following approved timesheets</i></p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £677,200 (ex VAT) plus £920,000 extension</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	██████ per role per day worked SOW applicable Supplier and Subcontractor rate cards from Call-Off S (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work under this SOW.]
Financial Model	<i>Time and Materials</i>
Reimbursable Expenses	None
5. SIGNATURES AND APPROVALS	
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>	

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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	██████████ Finance Director
Date	21/10/2022
Signature	██████████

**For and on
behalf of the
Buyer**

Name and title	██████████
Date	19/10/2022
Signature	██████████

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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 data-bbox="515 707 1361 739">The Relevant Authority is Controller and the Supplier is Processor</p> <p data-bbox="515 781 1449 871">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 data-bbox="564 913 991 945" style="list-style-type: none"><li data-bbox="564 913 991 945">• <i>All data on the OPSS services</i>

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Duration of the Processing	<i>For the period of the contract, ending either 31/03/2023 or 31/03/2024</i>
Nature and purposes of the Processing	<p><i>The resources provided by the supplier will have access to the live data in OPSS services that is sensitive due to containing personal data and commercial data. The OPSS services that the supplier will work on contain live information on operational activity carried out by OPSS including business details, enforcement activity, personal data and access to some HMRC records relating to customs. SC clearance will be required for any resources with access to the live data of the services.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>Name, address, date of birth, NI number, telephone number, customs records</i>
Categories of Data Subject	<i>Staff, customers/ clients, suppliers, members of the public, consumers, businesses</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Data will be managed via rules on the systems and disposed/destroyed under these rules. Supplier should not be saving data outside of the system</i>

Organisation Name:
Triad Group Plc

Role/Title:
[Redacted]

Name: [Redacted] -----

Signature: [Redacted] -----

24 October 2022 | 17:31:25 BST -----

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