



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Order Form

Call-Off Reference: WP1989.2

Call-Off Title: [WP1989.2 Technical outcome for single sign on](#)

Call-Off Contract Description:

Professional Services for Digital Identity Unit

Develop and implement the architecture and technical elements of the service, and support service migration.

The supplier will be able to rapidly onboard a team to meet outcome deliverables for each statement of work within 5-10 days when required.

The supplier will be asked to deliver outcome based Statements of Work, to be agreed throughout the contract.

The Buyer: Government Digital Service on behalf of Cabinet Office

Cabinet Office Main Address: 1 Horse Guards Road, London, SW1A 2HQ.

GDS Main Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

The Supplier: Hippo Digital Limited

Supplier Address: Aireside House, Aire Street, Leeds LS1 4HT

Registration Number: 09877239

DUNS Number: 221253893

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 20 September 2021

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 Outcome

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
 - 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 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)

- Call-Off Schedules for RM1043.7
 - 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 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 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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

Not used

Call-Off Start Date: 17 September 2021

Call-Off Expiry Date: 31 March 2023

Call-Off Initial Period: 18 Months with a break clause at 12 months on 16 September 2022

Call-Off Optional Extension Period: 4.5 months to 21 August 2023 (subject to approval)

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: up to £1,950,000 excluding VAT

- The initial PO will be raised for the value of the first SOW

Call-Off Deliverables

Also see individual SOWs and KPIs and Call-Off Specification [WP1989.2 Technical outcome for single sign on](#)

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:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
 - The Government Technology Code of Practice (<https://www.gov.uk/government/publications/technology-code-of-practice>)
 - The Government Service Standard and Service Manual (<https://www.gov.uk/service-manual/service-standard>)
 - Resources to be supplied in accordance with DDAT Competency framework guidelines; <https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>
 - NCSC guidance <https://www.ncsc.gov.uk/section/advice-guidance/all-topics>
 - REDACTED
- Resources shall have the prescribed level of security clearance:
 - BPSS for all resources
 - SC Clearance for Technical Roles (roles to be confirmed by the Buyer). If not currently held the resources must meet the criteria and be willing to go through the process at the cost of the Supplier. GDS is willing to sponsor supplier staff through the clearance process.
 - All Supplier resources, including SubContractors and Partners, working on the project must be aware of and observe their obligations and responsibilities around confidentiality and protection of data as set out in

the Terms and Conditions of this Call-Off Contract and applicable Schedules.

Governance

- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- All Deliverables for acceptance shall be 'peer' reviewed (as defined by Buyer team leads) prior to acceptance.
- Deliverables are to be accepted in line with the criteria set out in this SoW.
- Agreeing a Statement of Work
 - Buyer to draft SOW with milestone deliverables for the outcome
 - Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
 - Supplier to propose the team required to deliver the outcome.
 - Supplier will share costs, timelines and team profile
 - Buyer to agree the team proposed
 - SOW is signed

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to have and maintain 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 £1,950,000

Call-Off Charges

Time and Materials (T&M) as per supplier's rate card supplied as part of the supplier's tender submission

Reimbursable Expenses

Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP1989.2.

Invoices should be sent by email to:

Buyer's Invoice Address
REDACTED

Buyer's Authorised Representative
REDACTED

Address:

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

Buyer's Environmental Policy

Cabinet Office Environment policy, available at request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk).

Buyer's Security Policy

Cabinet Office Security Breach Policy, Physical Security Policy and Personnel Vetting Policy, all available on request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk).

Supplier's Authorised Representative
REDACTED

Address: 24-26, First Floor, Aireside House, Aire St, Leeds LS1 4HT

Supplier's Contract Manager
REDACTED

Address: 24-26, First Floor, Aireside House, Aire St, Leeds LS1 4HT

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

See Call-Off Schedule 15 (Call-Off Contract Management). Meeting dates to be agreed.

Key Personnel Buyer
REDACTED

Key Personnel Supplier
REDACTED

Key Subcontractor(s)
LA International Computer Consultants Limited

Supplier Address: International House, Festival Way, Stoke on Trent, ST1 5UB

Registration Number: 1633646

Commercially Sensitive Information

Supplier bid including pricing

Balanced Scorecard and 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):

1 KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner
- detailed breakdown of costs against the current PO

Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates <ul style="list-style-type: none"> • Inputs are incomplete or inaccurate 	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

Source: Supplier Reports/Invoices

Owner: To be agreed

2 KPI: Partnering behaviours and added value and knowledge share

Supplier promotes positive collaborative working relationships, within and across the team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above and knowledge sharing and upskilling of GDS staff

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> • No behavioural problems identified • Wider team workshops/show and tells attended and positive contributions made • Added value recognised 	<ul style="list-style-type: none"> • Some minor behavioural problems • Supplier only attends some workshops or provides minor contributions • Supplier adds some value above provision of 	<ul style="list-style-type: none"> • Significant behavioural problems • Supplier contributions are rare or insignificant and shows little interest in working with other suppliers • No added value

by the programme above provision of compensated skilled resource/facilities <ul style="list-style-type: none"> • Knowledge is shared with civil servants clearly and there is positive feedback. • GDS staff are upskilled • Also see SOW Milestone Ongoing knowledge transfer and upskilling of GDS staff 	compensated resource and facilities, but this is not regarded as significant <ul style="list-style-type: none"> • Supplier shares some knowledge but not regarded as significant • There is some upskilling of GDS staff but not to the level expected 	contributions recognised by the Programme <ul style="list-style-type: none"> • Knowledge is not shared • There is no upskilling • Lack of documentation
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Source: Collective feedback on suppliers from both Buyer and other supplier staff

Owner: To be agreed

3. KPI: Team in place (Delivery)

All Supplier resources proposed and Supplier resources already delivering the services have the skill-set and experience required to deliver the outcome. The contracts are therefore performing to the expected standard and deliverables are being met.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> • No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required • No problems identified with quality of work. • Supplier is making positive team contributions • Supplier skills or facilities meet the standards expected • Supplier and Authority agree that proposed resources have skills and experience required to deliver the outcome. • SOW milestone deliverables are being met by the due date. 	<ul style="list-style-type: none"> • Minor issues noted with quality of work • Few contributions made within team • Problems with meeting some of the SOW milestones 	<ul style="list-style-type: none"> • Resource is swapped out from project due to deficiency in skill-set • Persistent issues with quality of work noted (may be minor ones which have persisted from one month to another) • Significant issue with quality of work noted in a month • SOW milestones are not met and this is causing issues for delivery

Source: Project manager and wider buyer team

Owner: To be agreed

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 which is to ensure the software you develop is inclusive for all user groups.

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: Hippo Digital Limited

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer: Cabinet Office

Signature:

Name:

Role:

Date:

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)).

