



Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **17th August 2021**, between **Bloom Procurement Services Ltd** and **Finyx Consulting Ltd**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_5942 Contract_13342
Project Name:	NEPRO3 - Call Off Capability for Urgent Digital and Data Requirements
SPS Provider:	Finyx Consulting Ltd
For The Attention of:	REDACTED TEXT under FOIA Section 40, Personal Information
E-mail:	REDACTED TEXT under FOIA Section 40, Personal Information
Telephone Number:	REDACTED TEXT under FOIA Section 40, Personal Information
Address:	Artemis House, 4a Bramley Road, Mount Farm Milton Keynes UNITED KINGDOM MK11PT

Description of Specialist Professional Services / deliverables required:



Finyx Consulting Ltd (Finyx) have been appointed by Bloom Procurement Services Limited on behalf of Cabinet Office (CO) to design, build, and deliver digital services.

Finyx will provide a flexible and responsive service which will be deployed at short notice to provide additional support to CDDO. Once a requirement has been identified, CDDO requires Finyx to commence delivery of services within two weeks to deliver clearly defined digital outcomes. This will often be to deliver an outcome or output that an existing project team will pull through into its project plans.

High Level Requirements

There is a need for Finyx to respond to urgent requests to support existing project work by taking responsibility for one or more of the project's outcomes or outputs.

Enable CDDO teams to access the market for support in delivering urgent digital projects where CDDO need to accelerate outcomes.

Finyx will provide Agile Multidisciplinary Teams to work with CDDO to provide a delivery bridge where there is a lack of capability and/or capacity and no time to go to market and procure a supplier. CDDO will commission services with Finyx through Statements of Work linked to each outcome, with the expectation that once agreed Finyx can start working against requirements within 5-10 working days.

The project work required will require capabilities aligned to the DDaT-Capability Framework with a particular emphasis on the following capabilities, and the service specification is split into 3 lots:

- User Centred Design
- Product and Delivery Management
- Architecture

This contract will allow time-critical work to commence while alternative arrangements are made.

Examples of typical engagements may be:

- Perform a discovery to define the business case and user stories for CDDO's intranet;
- Deliver an architecture for a securely hosted content management system; ● Develop the style guide and templates for an online service.

To help Finyx understand the type of capabilities it might need to deliver the outcomes, CDDO lacks sufficient quantity of the following skills needed for us to manage the work internally.

- service delivery
- user experience and design
- performance analysis and data
- user research
- software development
- solutions architect

technical architect

The maximum size of a statement of work would be £250k over 10 weeks, but we envisage work packages will be for relatively short engagements (less than six weeks and less than £100k).



The anticipated maximum contract value, within the initial contract period will be £600,000.00. CO does not guarantee any minimum level of demand.

Initial Contracting Period is 6 months with option to extend for 3 months, subject to CO's approval and actioned in accordance with Bloom Change Control Procedure.

Detailed Requirements

There is a need for Finyx to respond to urgent requests received by CDDO from departments.

Functional Requirements

Finyx shall be able to deliver outcomes in of the following digital areas of project work, the service specification is split into 3 lots:

- Lot 1 - User Centred Design
- Lot 2 - Product and Delivery Management
- Lot 3 - Architecture

Call Off Process

- For each call off requirement, Finyx shall quote on a fixed price or time and materials basis as specified in the Statement of Work.
- Finyx shall ramp up a multidisciplinary delivery team within 10 working days of an agreed statement of work, as specified in the service levels.

Mandatory Requirements

Security

- Finyx shall ensure that all members of the project team are recruited to a minimum of the Baseline Personnel Security Standard (BPSS), and in limited cases an appropriate UKSV security clearance.
- Finyx shall be accredited to Cyber Essentials.

End User Devices and IT.

- Finyx shall ensure that the team has access to end-user devices managed in line with Cyber Essentials and access to standard productivity tools. (CDDO will provide access to its Google workspaces, and other project specific tools.)

Milestones

Line Item	Description	Completion Trigger	Start Date	End Date



Project Initiation	Assigned a project lead/account manager and agreed working practices for: commissioning work reporting on work	Project initiation meeting and signoff by project SRO	Feb 2024 - Within one week of contract signing	Feb 2024
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Project Milestones	Milestones will be specified in each individual's statement of work.	Regular meetings and progress reports and signoff by project SRO	Feb 2024	Jul 2024
Project Closure	Specified in each individual's statement of work.	Handover and signoff by project SRO	Feb 2024	Jul 2024

Service Levels and Key Performance Indicators (KPIs)

	Service Description	Measurement of Service Level	Consequence of Failed Service Level
A	Quote against statement of work	Within 3 working days of receipt.	Escalation to Contract Manager
B	Ramp up a multidisciplinary delivery team to 50% level	Within 5 working days of the signed statement of work.	Escalation to Contract Manager and withhold payment until completed
C	Ramp up a multidisciplinary delivery team to 90% level	Within 10 working days of the signed statement of work.	Escalation to Contract Manager withhold payment until completed
D	Reporting	Issue a work in progress report by the second to last working day each month	Escalation to Contract Manager withhold payment until completed

Special Licences, Consents, Conditions Required as part of the Deliverables?	BPSS Security Clearance. Cyber Essentials. NDA – Signed.
Specialist Professional Services Category (Primary)	Information Communication Technology



Specialist Professional Services Category (Secondary)	Digital and ICT Consultancy Services		
Commencement Date	5 th February 2024		
Completion Date	31 st July 2024		
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt			
of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £600,000.00		
Purchase Order No	7070035444		
Details of Agreed Expenses	N/A		
Agreed Payment Schedule (Milestone schedules to be detailed below)	Payment (Milestones)		Detail: Consumption Based Payments
	Payment in full option		
	Other	X	
Insurance Cover Required (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)		Amount (£)	
	Public Liability		£10,000,000.00
	Employers Liability		£5,000,000.00
	Professional Indemnity		£2,000,000.00



Any Further Specific Requirements	<p>Data Protection</p> <p>The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p>Delivery Partner Responsibilities</p> <p>For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p>
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Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Service Delivery Plans') 1

- Payment Schedule

Description		Deliverables	Invoice Frequency	Total Price
1.1	Payment Schedule 1 – Project_5942 – PO_7070035444 - Call Off Capability for Urgent Digital and Data Requirements – Consumption Based	As Set Out in The Description of Specialist Professional Services	<p>Payments To Be Made on A Consumption Basis from February 2024 to July 2024.</p> <p>The submitted Invoice's will reflect the actual hours worked against the project, in agreement by the Contracting Authority.</p> <p>In accordance with the agreed Rate Card below. (inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT).</p>	£600,000.00
Total:				£600,000.00

Total Price	Commencement Date	Currency
£600,000.00	5 th February 2024	Pounds Sterling



Day Rate Card

Day Rates inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT.

	Level				
Lot	3	4	5	6	7
Lot 1 - User Centred Design					
Accessibility Specialist	£750.00	£900.00	£1,100.00	£1,350.00	£1,500.00
Content Designer	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Content Strategist	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Graphics Designer	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Interaction Designer	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Service Designer	£750.00	£900.00	£1,100.00	£1,350.00	£1,500.00
Technical Writer	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
User Research	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Lot 2 - Product and Delivery Management					
Business Analyst	£600.00	£750.00	£900.00	£1,000.00	£1,250.00
Delivery Manager	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Product Manager	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Programme Delivery Manager	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Service Manager	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Lot 3 - Architecture					
Business Architect	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Data Architect	£750.00	£900.00	£1,100.00	£1,350.00	£1,500.00
Enterprise Architect	£750.00	£900.00	£1,100.00	£1,350.00	£1,500.00
Network Architect	£700.00	£800.00	£900.00	£1,100.00	£1,350.00
Security Architect	£750.00	£900.00	£1,100.00	£1,350.00	£1,500.00
Technical Architect	£700.00	£800.00	£900.00	£1,100.00	£1,350.00



Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.



No	Description	Details
1	Subject matter of the processing	The processing of personal data in relation to the obligations of the SPS Provider as the supplier under the contract for Specialist Professional Services.
2	Duration of the processing	The data will be provided for the duration of the Project covering for the provision of specialist professional services. The contract expires on the project end date at which time the information will be reviewed.
3	Nature and purposes of the processing	The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means). The purpose of the processing is the fulfilment of the SPS Providers obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the SPS Provider and the Authority.
4	Type of Personal Data	<p>For the purposes of the contract, the Authority will disclose the following information directly to the SPS Provider:</p> <ul style="list-style-type: none"> - Contact details for individuals concerned with the management of the Work Order - Contact details for individuals concerned with specific projects under the Work Order - (Name, email address, postal address, telephone number and any other sensitive personal identifiable information)
5	Categories of Data Subject	<p>Personal data relating to the Authorities staff (including temporary or agency staff) concerned with the Work Order. Includes:</p> <ul style="list-style-type: none"> - Buyer staff concerned with management of the contract for Specialist Professional Service. - Buyer staff concerned with award and management of the contract for Specialist Professional Services - Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from the contract for Specialist Professional Services.
		<ul style="list-style-type: none"> - Supplier staff concerned with fulfilment of the Supplier's obligations arising under this contract for Specialist Professional Services.



6	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	The SPS Provider agrees that all data supplied will be retained no longer that is necessary after the expiry or termination of the Work Order and shall be destroyed as soon as practicable.
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**ANNEX 2**

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A

Signature Area

Signature Area

Organisation Name:

Bloom

Role/Title:

**REDACTED TEXT under FOIA Section 40,
Personal Information**

Name:

**REDACTED TEXT under FOIA Section 40,
Personal Information**

Signature:

**REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information**

Organisation Name:

Finyx Consulting Ltd

Role/Title:

**REDACTED TEXT under FOIA Section
40, Personal Information**

Name:

**REDACTED TEXT under FOIA Section
40, Personal Information**

Signature: