



Crown
Commercial
Service

DIGITAL SERVICES RM1043ii

CALL-OFF CONTRACT

Part A - Order Form, Specific Terms

Part B - Schedules

PART A – ORDER FORM

PROJECT REFERENCE:

DS02-020

CUSTOMER REFERENCE:

Intranet Continuous Development

This Order Form is issued in accordance with the provisions of the Digital Services- RM1043ii, Part B - The Schedules and Part C - Call-Off Terms and Conditions.

The Supplier agrees to supply Digital Services specified below on and subject to the terms of this Contract and for the avoidance of doubt this Contract consists of the terms set out in this Part A - Order Form, Part B - The Schedules, any executed Statement of Works, together with Part C - Call-Off Terms and Conditions.

NB: in the case of a Central Government Contracting Body, the Call-Off Contract will be entered into by the Authority acting as an agent on behalf of that Central Government Contracting Body but thereafter the rights and obligations of the Customer hereunder shall be the responsibility of the Customer

DATE:

21/10/2015

PURCHASE ORDER NUMBER:

525115

FROM: the “Customer”

Crown Commercial Service (CCS)

Rosebery Court, St Andrews Business Park, Norwich NR7 0HS

Acting as an agent on behalf of the departmental customer:

Department of Health

Richmond House

79 Whitehall

London

SW1A 2NS

TO: the “Supplier”

The Dextrous Web Ltd

Supplier No. 6617101

Unit 8, 16-30 Provost Street, London, N1 7NG

TOGETHER: the “Parties”

PRINCIPAL CONTACT DETAILS:

For the
Customer:

Name:

Title:

Email:

Phone Number:

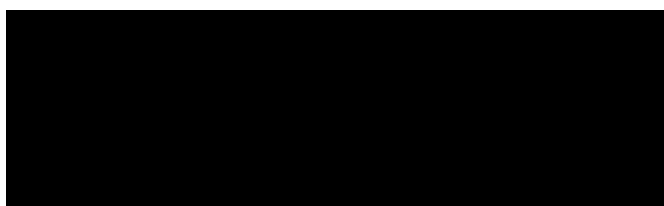
For the
Supplier:

Name:

Title:

Email:

Phone Number:



1. CALL-OFF CONTRACT TERM

- | | | |
|-----|---|---------------|
| 1.1 | Commencement Date: | 21/10/2015 |
| 1.2 | Term of Call-Off Contract: | Up to 2 years |
| 1.3 | Date the Customer served an Order Form for Services on the Supplier: | 21/10/2015 |

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- | | | |
|------|---|--|
| 2.1 | Digital Services required: | For the provision of WordPress PHP MYSQL under the DS02-020 project |
| 2.2 | Warranty Period: | 90 Days from the date of customer acceptance of release |
| 2.3 | Location(s)/Premises: | London |
| 2.4 | Relevant Convictions: | See the HM Government Baseline Personnel Security Standard check requirements |
| 2.5 | Staff Vetting Procedures: | The Supplier shall in respect of each member (or prospective member) of the Supplier Staff to be given access to the Customer's Assets, (defined as premises, systems, information or data), at the Commencement Date, verify the four elements within the HM Government Baseline Personnel Security Standard. During the Contract Period (where applicable) the Supplier acknowledges that some roles may require different levels of UK Security Clearance. The Supplier shall ensure that it complies with any additional staff vetting procedures or Standards as shall be notified to it by the Customer from time to time. |
| 2.6 | Exit Planning: | The Customer & the Supplier will agree an exit plan during the contract period to enable the supplier deliverables to be transferred to the customer ensuring that the Customer has all code & documentation required to support & continuously develop the service with customer resource or any 3 rd party as the Customer requires |
| 2.7 | Security Requirements:
(including details of Security Policy and any additional Customer security requirements) | Any security requirements in line with DH Security Policy that are specifically required for this project will be shared on an as required basis. |
| 2.8 | Protection of Customer Data: | See clause 21 of Call Off Contract Part C |
| 2.9 | Standards: | <u>Digital by Default Service Standard</u> |
| 2.10 | Business Continuity and Disaster Recovery: | All supplier staff must adhere to the DH business continuity & disaster recovery procedure as required in the delivery of services for this project |
| 2.11 | Liability: | £1,000,000 |
| 2.12 | Insurance: | As per Clause 16 of the framework Agreement RM1043ii:
"liability insurance, in respect to amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, in respect of (i) accidental death or bodily injury and/or (ii) loss of or damage to property, with a minimum limit of five million pounds sterling (£5,000,000)" "Professional indemnity insurance with a minimum limit of indemnity of one million pounds sterling |

(£1,000,000) for each individual claim”

3. SUPPLIER’S INFORMATION

- | | |
|---|----------------|
| 3.1 Supplier Software and Licences: | Not applicable |
| 3.2 Commercially Sensitive Information: | Not applicable |
| 3.3 Key Sub-Contractors/Partners: | Not applicable |

4. CONTRACT CHARGES AND PAYMENT

- | | |
|--|------|
| 4.1 The method of payment for the Contract Charges (GPC or BACS) | BACS |
|--|------|

4.1 Invoice details

4.1.1 Who and where to send invoices:



4.1.2 Invoice information required – e.g. PO, Project ref, etc.

Supplier to ensure PO is quoted on the invoice

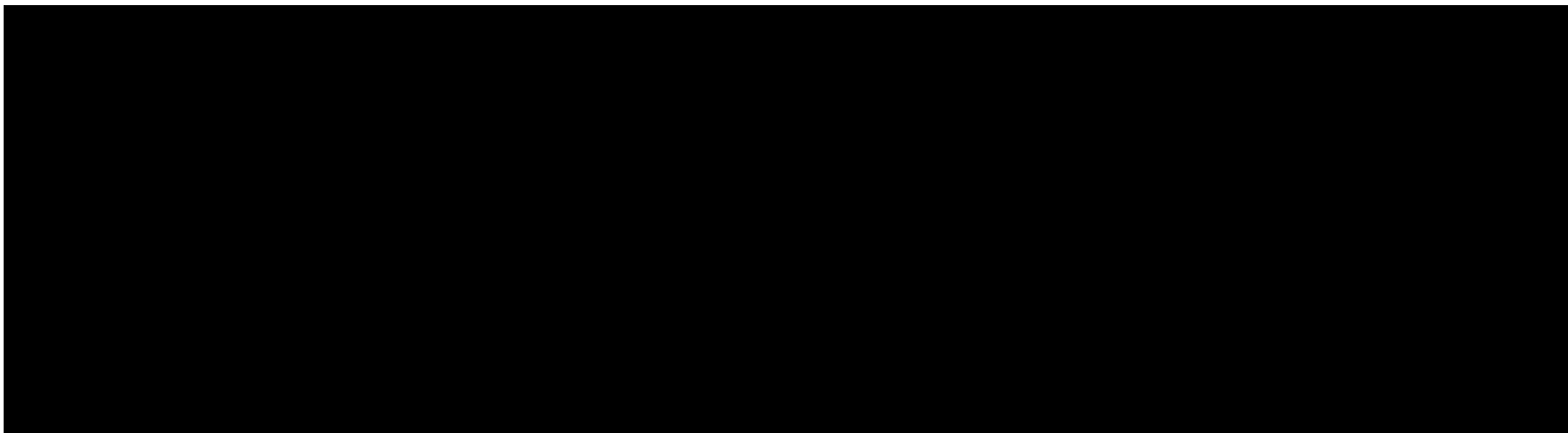
4.2 Invoice Frequency

Per development sprint

4.3 Contract Value:

£95,000

4.4 Contract Charges:



5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 **Supplemental requirements in addition to the Call-Off Terms** Not applicable.

5.2 **Customer Specific Amendments to/refinements of the Call-Off Terms** Not applicable.

5.3 SPECIFIC TERMS:

Clause	Heading	Minimum Number of days held within the Call-Off Agreement
4	WARRANTIES AND REPRESENTATIONS	Remains Ninety (90) Days date of customer acceptance of release
17	SUPPLIER ASSISTANCE AT RETENDERING	Remains Ten (10) Working days
23	FORCE MAJEURE	Remains Fifteen (15) consecutive Calendar Days
28	CHANGES TO CONTRACT	Remains Five (5) Working Days
36	DISPUTE RESOLUTION	Remains Various shown within the Call-Off Terms
37	LIABILITY	Remains Various shown within the Call-Off Terms
38	TERMINATION EVENTS	Remains Fifteen (15) consecutive Calendar Days

6. FORMATION OF CONTRACT

- 6.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter a Call-Off Contract under Digital Services – RM1043ii with the Customer to provide the Services.
- 6.2 The Parties hereby acknowledge and agree that they have read the Part A - Order Form and the Call-Off Terms and by signing below agree to be bound by this Contract.
- 6.3 In accordance with paragraph S-9 of framework Schedule 4 (Call-Off Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt (the “Call-Off Effective Date”).
- 6.4 The Call-Off Agreement outlines the deliverables and expectations of the Agreement. Order Form outlines any Terms and Conditions amended within the Call-Off Agreement. The terms and conditions of the Call-Off Order Form and will supersede those of the Call-Off Standard Terms and Conditions

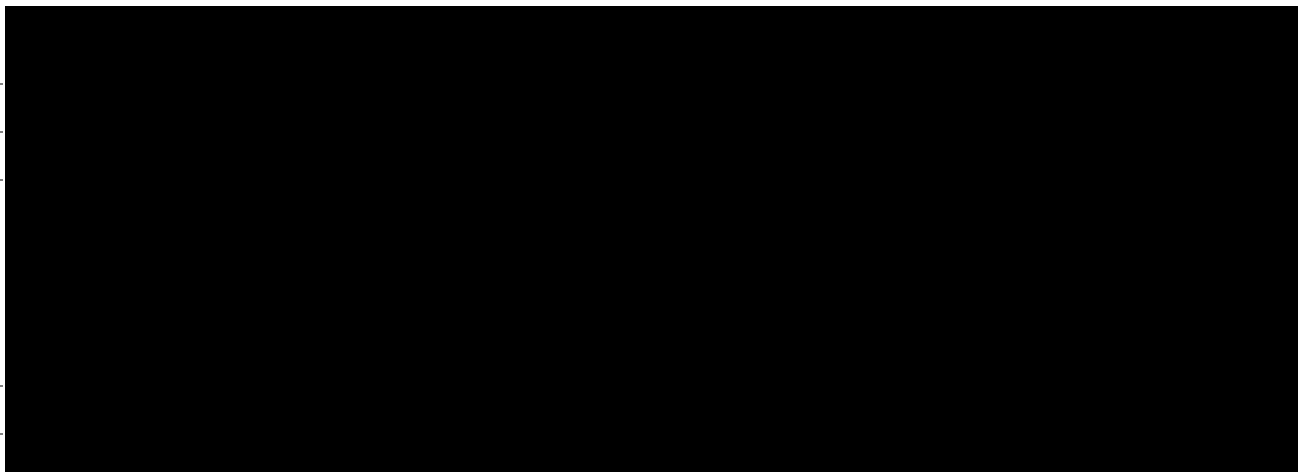
7. RECITAL

- (A) The Authority undertook a procurement as a central purchasing body on behalf of public sector bodies, to select suppliers, including the Supplier, to provide Digital Services (“the Services”)
- (B) The Supplier is a provider of Digital Services and undertook to provide such Services under the terms set out in framework agreement number RM1043ii (“framework Agreement”).
- (C) The Customer is entitled to enter into this Contract under the framework Agreement and has completed an Order Form (“Order Form”) served by the Customer on the Supplier
- (D) The Customer served an Order Form for Services on the Supplier on the Date Served as stated in the Call-Off Contract clause 1.3 Call-Off Contract Term
- (E) The Supplier confirmed its agreement to the terms of the Order Form and its acceptance of the Order Form and the Parties hereby duly execute this Contract.
- (F) The Parties wish to establish a flexible Call-Off Contract which reflects the Digital Service Design methodologies (<https://www.gov.uk/service-manual>), and close co-operation that will be adopted by the Parties in the delivery of the Services. The intention of the Parties is that the Contract can be terminated by the Customer at short notice without liability for costs of termination and similarly, the Contract will automatically expire if the Parties do not agree to execute a further Statement of Work (SoW).

- (G) The Parties intend that specific instructions and requirements in respect of each Release (or other adhoc Services under this Contract) shall be issued and shall have contractual effect on the execution of an SoW and as agreed by the Parties in the SoW and that payment for Services shall only become due as set out in an executed SoW.

SIGNED:

Name:
Title:
Signature:
Date:





DIGITAL SERVICES RM1043ii

PART B – THE SCHEDULES

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The following schedules are an amalgamation of the Customer's Requirements and the Supplier's submission.

Once agreed and signed by the Parties, CCS will redact any Commercially Sensitive information and publish the contract to Contracts Finder.

SCHEDULE 1 – REQUIREMENTS

CURRENT SITUATION/ BACKGROUND:

Project summary

Since going into Live Beta in September 2014, the DH Intranet has changed the way its staff engage with information, each other, and the world beyond Whitehall (and Leeds). The new Intranet has delivered an improved service that is 4 times faster, 5 times smaller and 90% cheaper than its predecessor 'Delphi'.

This has been a joint project between the Digital and Internal Comms teams and won the DH Recognition Award for 'Working Differently and Better' in January 2015.

We have a commitment to uphold the 18 points in the [Service Standard](#) and to continually iterate the service to meet evolving needs of users.

The initial development contract has now come to an end and new continuous development resource is required.

Background

In the 7 months since launch of the Live Beta on 10th September 2014 the DH Intranet has:

- Undergone 3 further Sprints to develop design, content and functionality in response to user feedback
- Achieved up-take of 2,196 users (out of 2,500 staff) who have created profiles and signed up for personalised email alerts
- Engaged 300+ staff in ongoing user testing, including all [Assisted Digital](#) users
- Been showcased as an exemplar digital project at the Ministry of Justice, Dept for Transport, Land Registry, Ministry of Defence, HMRC, Public Health England, NHS England, Construction Industry Training Board, Driver and Vehicle Standards Agency, Dept for Business Innovation and Skills, UK Trade and Investment
- Published the code openly for others to use on [GitHub](#)
- 1,212,717 unique pageviews of the homepage, an average of 485 per user

Benefits realisation

- Achieved 61% user satisfaction rate, compared to 27% with Delphi
- Reduced the average time to find a page to 6 seconds from 20 seconds, saving £1.4m in staff time savings
- Saved £300k in annual development and running costs compared with Delphi

Existing team roles

- Product Manager
- Delivery Manager
- Web Operations manager
- Content team (Internal Communications team)

Current Technologies and Languages
WordPress platform PHP and MySQL

CURRENT ROLES AND RESPONSIBILITIES:

Role	Responsibilities
Product Manager	Managing the product vision and product backlog
Delivery Manager	Managing the team's resources, tracking and estimating projects
Web Operations	Hosting management, bug fixing, support and maintenance
Business Analyst	Analysing propositions, defining skill requirements and resource
Content team	Internal Communications team responsible for creating and publishing content

REQUIRED OUTCOMES:

There are a number of [ideal alpha](#) projects we wish to undertake at the beginning of a new continuous development contract. The user stories we want to explore (as noted in the [Product Backlog](#)) are:

User	User need	Expected research areas
End user	As an end user I want to be able to access all of the tools I need to do my work in one place so that I can work more efficiently	Room bookings People Finder (contact information)
Business owner	As a business owner (e.g. HR professional) I want to be able to collect information from staff in a simple and straightforward manner so that I can get the information I need to do my job	Online forms Personal data security
End user	As an end user I want to have a high quality experience at a level I expect from external services so that I have confidence in the DH	Look and feel Search
Editor	As an editor I want to be able to check and approve content that has been created/updated by other editors so that I can ensure the quality of content	Editorial workflow

We propose running 6 further 2-week development Sprints over the course of 12 months, much of which will consist of the outcomes of the above research.

REQUIRED CAPABILITIES AND OUTCOMES OF THE SUPPLIER:

Required Capabilities and Outcomes of the Supplier		
Capabilities	Roles	Outcomes
Software Engineering and Ongoing Support	Developer (Word Press)	Redevelopment of the existing platform according to prioritised user needs. Writing code, testing, adapting, maintaining and supporting to continually improve the service.
System Administration and Web Operations	Security Specialist	Analysis and implementation for storage of personal data. Help development team to build software that is secure and scalable.

THE METHODOLOGY:

RELEASING SOFTWARE

<https://www.gov.uk/service-manual/making-software/release-strategies.html>

How regular releases can reduce risk

Releasing software comes with risks, so trying to minimise those risks is prudent. We do that in a number of ways:

- by releasing smaller chunks regularly it's much easier to see what is going to change, and if something goes wrong it's much simpler to roll that change back and undo it
- doing something regularly makes the case for investing in automation easier, removing much of the potential for human error and making each release the same
- if you're doing something several times a day you tend to get better at it
- As well as reducing risk, being able to release early and often also helps products improve quickly, by reducing a potential barrier to quick experiments and rapid iteration.

It is important to think about how you release changes to a running application as early in the products development as possible. This is because it affects how software is developed and [tested](#) and how a product may be supported.

Being able to release software on demand is important. 6 monthly or longer release cycles are dangerous. Not only do new features rarely see the light of day but fixing known problems have to fit within a rigid release schedule.

Note that it's important to make the distinction between releasing regularly and the ability to release all the time. The application should always be in a state where it could be released, that means quick changes can be made when needed. As an example changes to the software running GOV.UK are made on average 5 times per day.

In order to do that you have to consider:

- [your approach to testing](#)
- the quality of low level code – approaches like [continuous integration](#), where code is tested constantly, and test driven design, can be helpful
- using the same tools and release processes for both the [development and production environments](#) - this way the software and tools will be well understood and will have been run thousands of times before the first public launch

Although tools, potentially including commercial tools, are required to aid rapid releases the discussions should not start with what tools should be used or procured but with the needs of the service and the product team.

Finally consider the following two measures of a system; mean time between failures and mean time to recovery. A very traditional approach involves focusing completely on reducing the time between any failures happening, by hopefully improving the quality of the overall system. But problems will always happen at some point, so focusing some effort on reducing the time taken to fix problems that do occur can often be much more cost effective as well as improve the overall system uptime.

TESTING IN AN AGILE ENVIRONMENT

<https://www.gov.uk/service-manual/making-software/testing-in-agile.html>

What testing your service might look like

It is important to recognize why we are testing in the first place, and that is to build the best quality system we can, that does what the customer requires, at a cost that everyone agrees we can afford (cost being money, business change, risk etc.). Too often, the focus of testing is to validate what has been produced and that alone, when in actuality it should be

more about the following 7 concepts:

- Building quality in
- Everyone is responsible for quality
- Fast Feedback
- Tests are an asset of the product
- Faster delivery into production
- Clear and consistent view of testing
- Optimise value

Types of testing

The most noticeable difference with testing in an Agile world is that the majority of your test effort will be focussed on automated tests. These tests run in Continuous Integration (C.I.) which means that they form part of your code base and every time you make a change to your code, your tests are automatically run. This gives you immediate feedback on the quality of your code and helps prevent bugs being found at a later stage when they are expensive and complicated to resolve.

- Code Testing
- Exploratory Testing
- Load & Performance Testing
- Penetration Testing
- Accessibility Testing
- Crowd Sourced Testing
- Test Your Ideas

THE DEPLOYMENT PIPELINE

<https://www.gov.uk/service-manual/agile/continuous-delivery.html>

What happens to code between it being written by a developer, and deployed to production? We refer to this process as the deployment pipeline.

The commit stage

Whenever a developer checks into [version control](#), a suite of tests is run against the latest version of the code. At this stage, any quick, easy-to-identify defects such as compile errors or unit test failures are caught. If the tests pass, the code progresses to the next stage.

Shared sandbox environment

The code is deployed to a shared sandbox environment, where everyone involved in the project can observe it. The sandbox should be similar to production as far as is practical: for example, if production uses Postgres, the sandbox should also use Postgres and not another database such as MySQL or sqlite.

Every commit is considered a potential candidate to be released into production. The sandbox environment is the first environment where the application is deployed and run. This is the first stage where it can be visually inspected for quality by anybody on the team. The purpose is to identify any defect which means the application should not be deployed to production. If such a defect is found, this version of the code stops here; otherwise, it can proceed to further specialist testing environments.

Specialist testing environments

There may be a need for other testing environments, to enable testing for specialist requirements such as load and performance testing, penetration testing, or accessibility testing. How many environments are needed will depend on the requirements and constraints of individual projects.

If code is determined to be of satisfactory quality, it can now proceed to the live production environment.

Production environment

Once code has passed the commit stage, been deployed into the shared sandbox environment, had any necessary specialist testing run on it, it is considered suitable to go live. Deploying to production should be done in the same way as deploying to any other environment – using the same scripts, same [configuration management](#) tooling, and the same version of the code.

This ensures that when code is released to production, you are not doing it for the first time; you are instead performing an operation which has been validated at each stage throughout the deployment pipeline.

Version control

<https://www.gov.uk/service-manual/making-software/version-control.html>

Ensure the team can collaborate on code

All software development projects must use a version control system. Version control allows you to track changes to code over time, meaning that you can quickly step back to an earlier version where necessary and you can annotate your changes with explanatory details to help future developers understand the process. Version control will also provide tools to audit who has made changes to the code and what has changed.

Commits

Those updating the code should make small, discrete ‘commits’ of changes that are grouped according to their intention. They should be committed with a clear message explaining what the intention of the change was and (where appropriate) providing links to any supporting information such as development stories, bug reports, or third-party documentation.

VERSION CONTROL SYSTEMS

At GDS we prefer to use a distributed version control system. This means that everyone involved in the process has a full copy of the code and of its history. This makes it easier for developers to create ‘branches’ in their code to explore new features or approaches without treading on the toes of those working on different aspects of the service. We use Git, which is one of the highest profile options.

It also provides extra resilience; if the network is unavailable the developers can continue to work and make small incremental commits, merging their changes back with everyone else’s at a later date.

Not just code

It’s a good idea to also use version control for other aspects of your work, not just code. We use the same version control tools to manage the Service Design Manual as we do our code, and the Government Digital Strategy was also produced that way.

CONFIGURATION MANAGEMENT

<https://www.gov.uk/service-manual/making-software/configuration-management.html>

Manage a team's approach to configuration

Your system is likely to be much larger than a single application, relying on other supporting infrastructure components.

Even a simple application probably requires some configuration, to provide database credentials or a web service endpoint for instance.

In order to build robust, scalable and portable systems this configuration data should be well managed.

Management tools

Configuration management tools help with documenting and maintaining the configuration and dependencies of a software system. Although this could be done using hand-made software, it's common to use existing tools.

Three examples of existing open source configuration management tools are CFEngine, Chef and Puppet.

Infrastructure as code	One approach to managing configuration is to describe the configuration and the software dependencies in code. This brings with it all the advantages of programming in general, including: ● testability ● reusability ● executable documentation ● common and constrained language to describe a problem domain ● Once described in code the infrastructure configuration is executed against the servers, networks and software in question.
Build for portability	Moving software systems between providers can be difficult and time-consuming. Even with compatible providers and simpler procurement rules it's possible to lock yourself in through technical inertia alone. Configuration management encourages a deep understanding of the configuration of the system and this can be used to move software easily between providers.
Use the same tools for development and production	A common problem in software systems is seen when code written by a development team works on their machine or a test environment but not on the production environment. A common cause of this is differences in configuration – different versions of software, different types of database or application server. This can be avoided by using the same tools for both development and production environments.

DEVELOPMENT ENVIRONMENTS

<https://www.gov.uk/service-manual/making-software/development-environment.html>

Early infrastructure needs for agile projects

As software developers, the environments we use every day matter greatly. Below are a set of guidelines for development environments to enable the exemplar projects (service transformations committed to in the Government Digital Strategy) to:

- test software choices to prove they are valid
- experiment quickly with new approaches
- produce and test software in a production-like architecture
- develop rapidly and iteratively

- continuously test and monitor software during development

Although this document does not describe the capabilities and characteristics of a production environment, there is a general presumption that any production environment should enable the exemplar project development teams to:

- deploy updates to the system rapidly and iteratively (ie at least daily)
- continuously test and monitor software in production

Required

The essential capabilities of the development environment without which the development team will not be able to operate, are:

- **Current availability** - A service that is already operational and able to onboard customers very quickly (typically within 5 working days)
- **Internet connectivity** - Both incoming and outgoing internet connectivity. This should also facilitate remote management
- **Self service provisioning** - We should be able to remotely provision new machines ourselves to meet our needs as they arise, without the need to phone, fax or email anyone, and therefore require a self service method of provisioning virtual machines and storage
- **Suitable range of virtual machine options** - Support for 64 bit architectures and a range of virtual machine sizes at least up to 4 cores, 16GB RAM and 300GB disk
- **Run own operating system** - The flexibility to run whatever operating system is deemed suitable for the project, rather than just a limited subset of those supported by a vendor
- **EU-based data centres** - We would prefer to store data in the EU, and ideally within the UK, therefore we require development environments to be hosted only in EU-based data centres
- **Service Level Agreement** - A suitable SLA should be in place with the service provider (whether internal or external), with at least a 99.5% uptime guarantee
- **Development team access** - Approved development team members should have root access to manage virtual machines (eg to install & configure software)

Desired

Optional capabilities which would make a marked difference to the production of the services, are:

- **Provisioning API** - The provisioning of virtual machines, storage, load balancing, etc to be available via an API. Any API should have a suitable authentication mechanism in place, and should be accessible to development team members via the Internet (optionally through a VPN)
- **Create virtual machine templates** - To speed up provisioning we would like to be able to store virtual machine templates from which new machines can be launched
- **Firewall and load balancer service** - If available a managed firewall and/or load balancer service may be used
- **Configurable private network** - We require the ability to manage internal networks, each consisting of specific groups of virtual machines. This should allow for some virtual machines not to be internet accessible
- **Virtual Private Network** - We may choose to expose parts of the service via a Virtual Private Network. The infrastructure service should at a minimum not prevent this and may ideally provide a suitable managed service

Information security

<https://www.gov.uk/service-manual/making-software/information-security.html>

Ensuring user data stays secure

GOVERNANCE

Suppliers should ensure they follow the Service Manual guidance in regards to governance for service delivery

<https://www.gov.uk/service-manual/governance/introduction-to-governance-for-service-delivery.html>

GOVERNANCE PRINCIPLES

Both the supplier and the customer should follow the [6 principles for governing service development](#) to help create the right culture within the service development environment. They are:

1. [Don't slow down delivery](#)
2. [Decisions when they're needed, at the right level](#)
3. [Do it with the right people](#)
4. [Go see for yourself](#)
5. [Only do it if it adds value](#)
6. [Trust and verify](#)

HOW TO GOVERN

The service manual provides guidance on [how to govern across the life of a service](#) with advice for each phase including:

- managing approvals and funding your digital service
- supporting delivery and managing assurance
- supporting your team
- how to scale up

GOVERNANCE ACROSS THE LIFE OF A SERVICE

<https://www.gov.uk/service-manual/governance/governance-across-the-life-of-a-service.html>

There are [5 phases of service delivery](#) — discovery, alpha, beta, live and retirement. Governance is important across all these phases and ensures the transition between them is seamless. People who govern must anticipate problems that could affect delivery and make sure it isn't slowed down.

MEETINGS

<https://www.gov.uk/service-manual/agile/features-of-agile.html#standard-meetings>

Agile projects have 4 different types of regular meetings:

- [daily stand-ups](#)
- [sprint planning](#)
- [sprint reviews](#)
- [retrospectives](#)

ASSURANCE

Assurance by Agile teams

<https://www.gov.uk/service-manual/governance/self-assurance-by-agile-teams.html>

Assurance is built into [Agile ways of working](#) with regular checkpoints and opportunities for feedback during service development. This means that assurance is proactive, ongoing and helps keep the service on track. The [governance principles](#) for digital services outline how to keep governance work on track in a similar way.

A [phase based approach](#) to service development helps to increase the chances of success with in built assurance throughout each stage. Assurance should support delivery ([only do something if it adds value](#)) and be proportionate to each phase.

REPORTING

<https://www.gov.uk/service-manual/governance/setting-up-the-right-reporting.html>

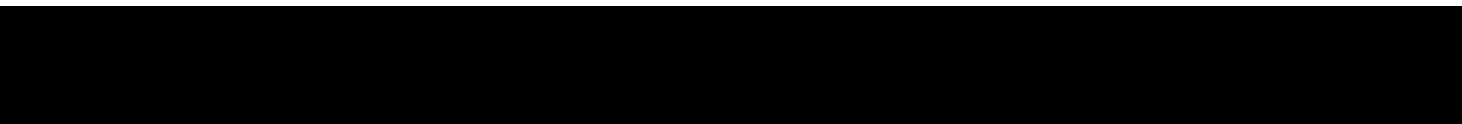
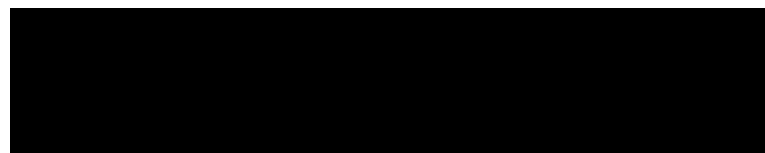
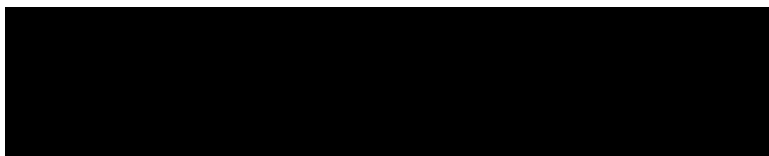
Teams should set up reporting in a way that won't cause any extra work. This includes:

- visual management – teams should use their walls to capture everything they need for delivery
- face to face meetings, like the [stand-up](#) and [show and tell](#)

This reporting should provide all the information that's needed for good governance.

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A [phase based approach](#) to service development helps to increase the chances of success with in built assurance throughout each stage. Assurance should support delivery ([only do something if it adds value](#)) and be proportionate to each phase.

REPORTING

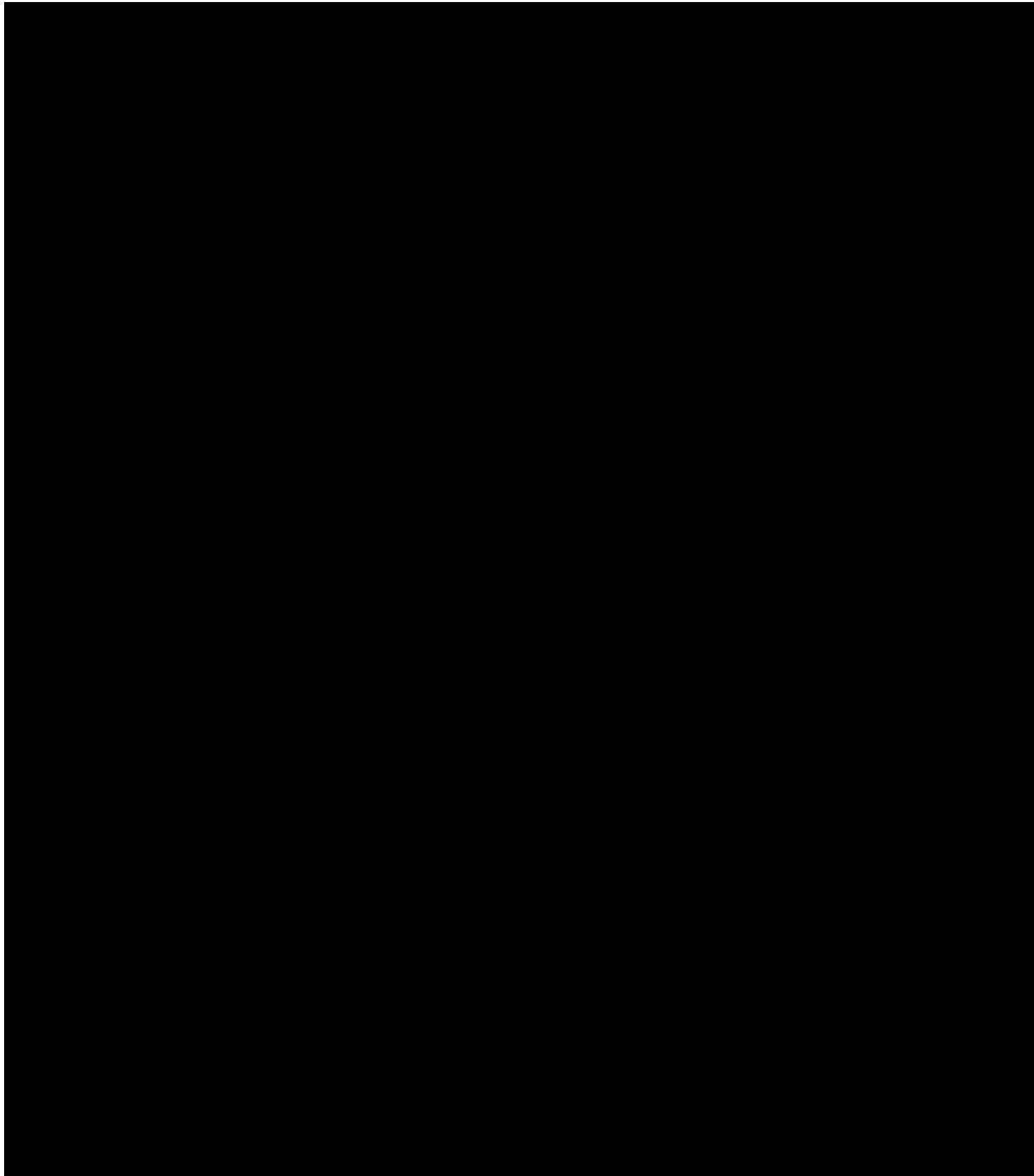
<https://www.gov.uk/service-manual/governance/setting-up-the-right-reporting.html>

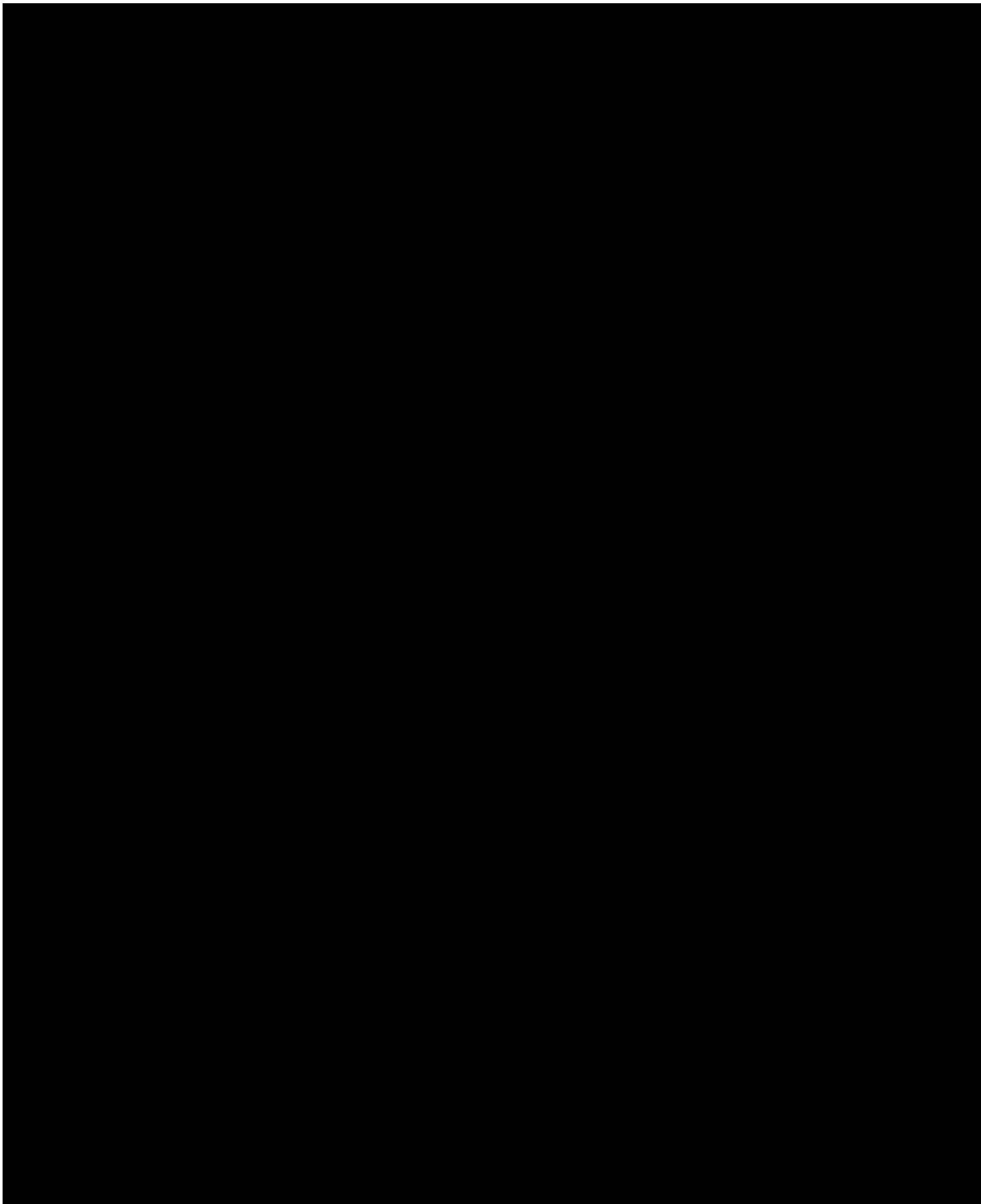
Teams should set up reporting in a way that won't cause any extra work. This includes:

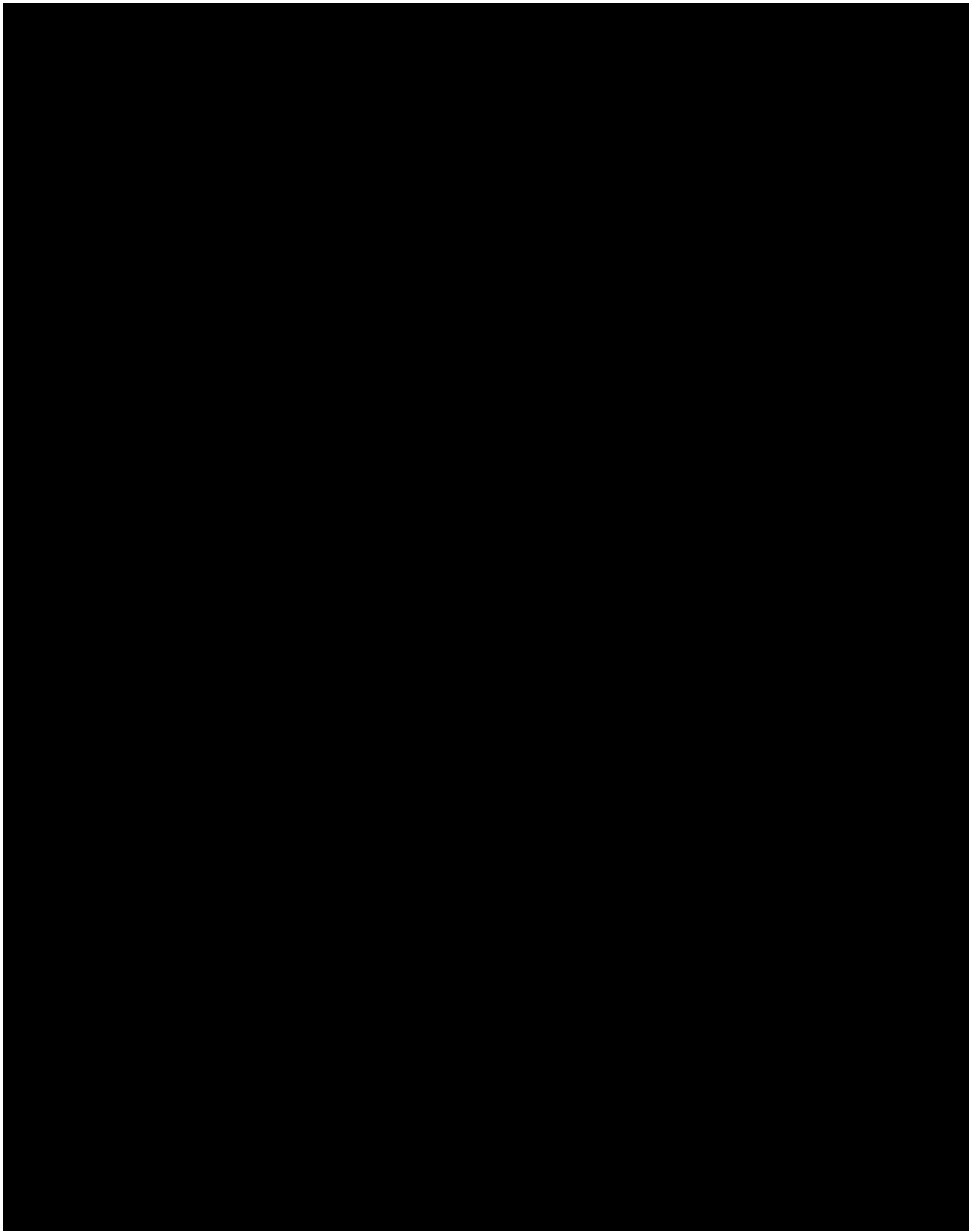
- visual management – teams should use their walls to capture everything they need for delivery
- face to face meetings, like the [stand-up](#) and [show and tell](#)

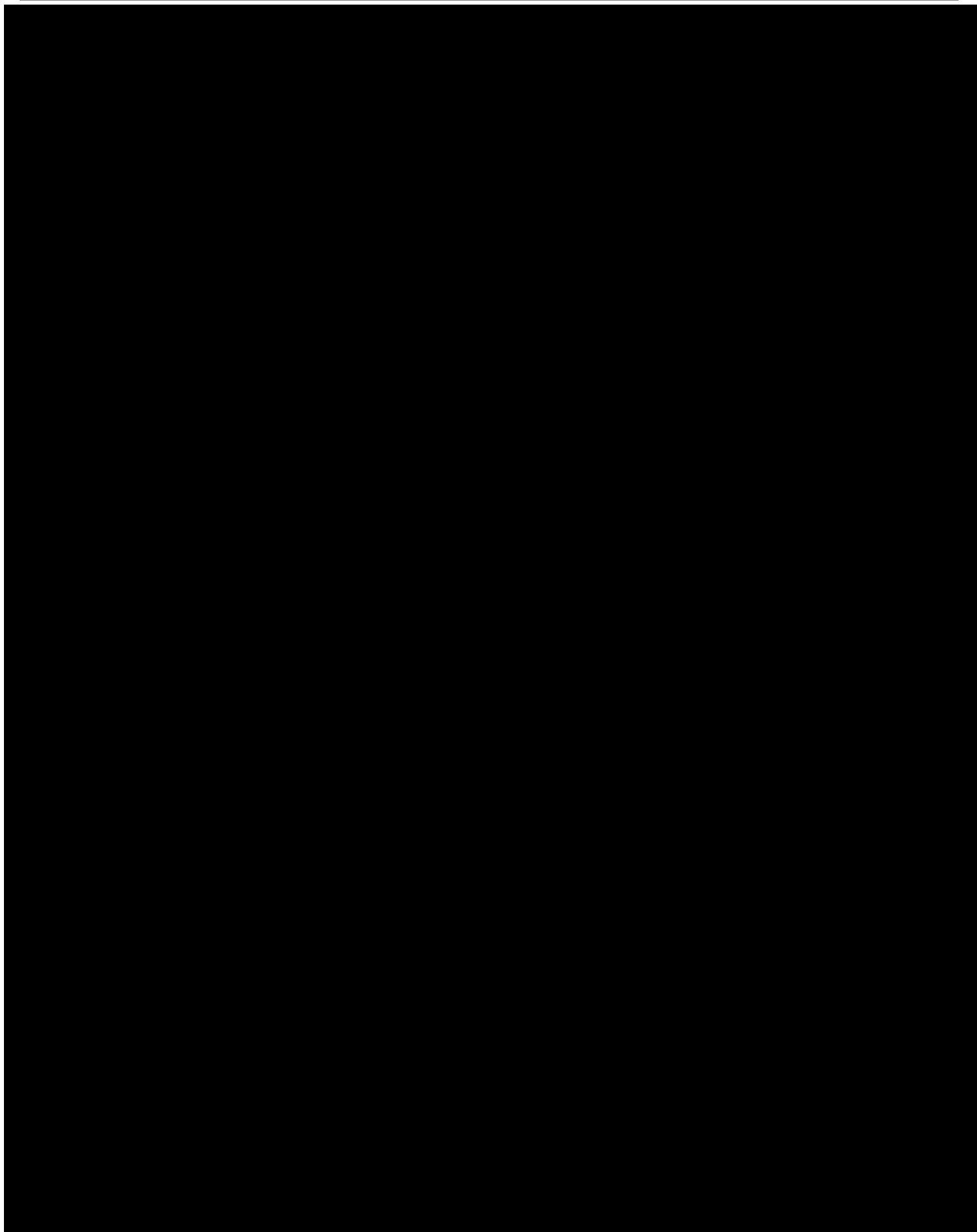
This reporting should provide all the information that's needed for good governance.

SCHEDULE 2 – SUPPLIER’S RESPONSE









SCHEDULE 3 – ADDITIONAL CUSTOMER TERMS

1. RELEVANT CONVICTIONS

- 1.1 This Clause shall apply if the Customer has so specified in the Order Form.
- 1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 1.3 For each member of Supplier Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
 - 1.3.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.3.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.3.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,
 - 1.3.4 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

2. ADDITIONAL STAFFING SECURITY

- 2.1 This Clause 2 shall apply if the Customer has so stipulated in the Order Form.
- 2.2 The Supplier shall comply with the Staff Vetting Procedures in respect of all or part of the Supplier Staff (as specified by the Customer) and/or any other relevant instruction, guidance or procedure issued by the Customer that will be used to specify the level of staffing security required and to vet the Supplier Staff (or part of the Supplier Staff).
- 2.3 The Supplier confirms that, at the Commencement Date, the Supplier Staff were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and/or any other relevant instruction, guidance or procedure as specified by the Customer.

SCHEDULE 4 – STATEMENT OF WORK (SoW)

1. SOW DETAILS

Date of SoW:	21/10/2015
SoW Reference:	DS02-020.1
Departmental customer:	Department of Health
Supplier:	The Dextrous Web Ltd
Phase(s) of development	Alpha, Beta and Live
Release Type(s):	Delivery
Release Completion Date:	22/03/2016
Duration of SoW	50 days
Charging Mechanism(s) for this Release:	Capped Time and Materials

- 1.1 The Parties shall execute a SoW for each Release. Note that Inception Stage, Calibration Stage and any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the Delivery Stage); and the Parties should execute a separate SoW in respect of each.
- 1.2 The rights, obligations and details agreed by the Parties and set out in this SoW apply only in relation to the Services that are to be delivered under this SoW and shall not apply to any other SoW's executed or to be executed under this Contract unless otherwise agreed by the Parties.
- 1.3 The following documents shall be inserted as Annexes to this Schedule as soon as they have been developed and agreed by the Parties:
 - 1.3.1 Annex 1: the initial Release Plan developed for this Release;
 - 1.3.2 Annex 2: the Stories which are to form the subject of this Release;
 - 1.3.3 Annex 3: the current Product Backlog; and
 - 1.3.4 Annex 4: High Level Objectives for the Release

2. KEY PERSONNEL

- 2.1 The Parties agree that the Key Personnel in respect of this Project are detailed in the table at paragraph 2.2 below.
- 2.2 Table of Key Personnel:

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3. DELIVERABLES

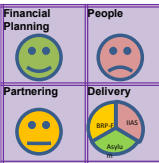
Following a recent 'one-year-on' discovery project which reviewed the existing Product backlog and sought to identify new user needs, a new Product backlog has been created for the intranet. DXW will complete/develop as many user stories as possible during the 5 x scheduled sprints that make up this statement of work. The 5 x sprints (each 10 days long) will run until end March 2016. Individual stories will need to be scoped, refined and prioritised in advance of each sprint. Overall progress will be assessed once the 5 x sprints have been completed and a Contract Change Note issued if more work is required to complete the user stories or if additional stories have affected progress on the Product backlog. The user stories in the new Product backlog will fall under the following goals and epics:

- **Users can find everything they need and access the services they want**
 - **Improve news** – so that users can find latest news, refer back to old news and differentiate blog content from news content
 - **Improve events** – so that users are aware of useful events and can plan for them, so events are easy to add and update and it is possible to create recurring events
 - **Improve search** – so users can search more effectively (front and back-end), filter a search, improve analytics for search to track user journeys, federated search, search filters
 - **Improve browse and context/Information architecture** - so users are able to see where they are on the site, implement breadcrumb, identify and remove orphan pages
 - **Create an archiving process** – so old content can be retired
 - **Improve homepage/Information architecture** – so it is better-designed, has space for longer term campaigns and news is easier to navigate
 - **Integrate with new DH 'directory'** – level of integration depends on directory solution chosen by DH
- **The Intranet is accurate and trusted**
 - **Clean code** – review and refactor code transferred over from previous supplier so it meets Digital by Default Service Standards
 - **Introduce feedback systems** – so users know information is up to date, know comments have been addressed and it is easy to feedback if a page is incorrect.
 - **Improve IT status** – so users know that the intranet is reliable, understand current IT status in plain english
 - **Resolve sign-in issues** – so users have single sign-in, access to relevant content, awareness of building news, visible sign-in status, understand benefits of sign-in and be able to comment
- **The Intranet is easy and quick to update**
 - **Publish theme** - Publish theme to Github so it can be reused by others and ensure improvements pass accessibility testing.
 - **Improve styling** - Standardise typography to improve readability and consistency, add captions to images, text wrapping around images, easier to find appropriate images in back-end media library
 - **Improve back-end editorial and workflow processes** – so it is easy to create users, easier to search back-end content, menus correspond with front-end, ability to schedule publication
 - **Improve content update forms** – so users are able to submit larger articles, able to send images, able to save forms halfway through, simpler process, efficient form filling.
- **The Intranet encourages user engagement**
 - **Improve images and video** – so images load quicker, videos play in news, enable webcasting
 - **Improve notifications** - so users know about issues affecting them, remember key dates and to-dos, page owners notified when comments received
 - **Campaigns** - Able to use intranet to engage people in campaigns. Linked to homepage improvements
- **The Intranet meets the Digital by Default Service Standards.**

4. BALANCED SCORECARD & KPIS

4.1 In addition to the Supplier's performance management obligations set out in the framework Agreement, the Parties have agreed the following Balanced Scorecard & KPIs for this Release. Balanced Scorecard Model:

Balanced Scorecard

KPI – FINANCIAL AND RESOURCE PLANNING Suppliers work with the Authority through planned monthly resourcing meetings and produce a costed resource profile on the standard template provided by the Authority. The forecast resource plans must be credible and capable of maintaining future delivery momentum. Measurement <table><tr><td>Costs are accurate and resource plans are credible.</td><td>Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.</td><td>Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible</td></tr></table> Source Project Manager verification of supplier resource profile and plans feedback Owner Commercial with Delivery and Finance support.	Costs are accurate and resource plans are credible.	Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.	Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible	ACME Computing 	KPI - PEOPLE Successful recruitment and placement of key resources meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills by identifying skills issues early and in a timely fashion addressing any deficits. Measurement <table><tr><td>Supplier conversion of candidate to placement is not lower than 1:3 and/or placed resources are not substituted at the Authority's request in the month.</td><td>Supplier conversion of candidate to placement is less than 1:3 but no less than 1:6 and/or supplier is asked to swap out at least one resource in the month.</td><td>Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month.</td></tr></table> Source Project Managers verification of recruitment and retention. Owner Commercial with Delivery support.	Supplier conversion of candidate to placement is not lower than 1:3 and/or placed resources are not substituted at the Authority's request in the month.	Supplier conversion of candidate to placement is less than 1:3 but no less than 1:6 and/or supplier is asked to swap out at least one resource in the month.	Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month.
Costs are accurate and resource plans are credible.	Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments.	Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible						
Supplier conversion of candidate to placement is not lower than 1:3 and/or placed resources are not substituted at the Authority's request in the month.	Supplier conversion of candidate to placement is less than 1:3 but no less than 1:6 and/or supplier is asked to swap out at least one resource in the month.	Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month.						
KPI - PARTNERING BEHAVIOURS AND ADDED VALUE Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner in line with partnering behaviours. Supplier shows commitment to IPT programme goals through adding value over and above the provision of compensated skilled personnel. Measurement <table><tr><td>- No behavioural problems identified. - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. - Added Value recognised by the programme above provision of compensated skilled resource</td><td>- Some minor behavioural problems. - Supplier only attends Some workshops or provides minor contributions. - Supplier adds some value above provision of compensated resource but programme do not regard as significant.</td><td>- Significant behavioural problems - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers - no added value contributions recognised by Programme.</td></tr></table> Source Collective feedback on suppliers from both client and other supplier staff. Owner Commercial with Delivery verification.	- No behavioural problems identified. - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. - Added Value recognised by the programme above provision of compensated skilled resource	- Some minor behavioural problems. - Supplier only attends Some workshops or provides minor contributions. - Supplier adds some value above provision of compensated resource but programme do not regard as significant.	- Significant behavioural problems - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers - no added value contributions recognised by Programme.		KPI - DELIVERY The team in which a supplier is a member has delivered all of the agreed stories in a month (or supplier specific agreed deliverables where the role may not be delivery focused. A supplier will achieve the RAG status of the team. Measurement <table><tr><td>All teams in which a supplier is a member of have delivered 100% of the planned stories for the month.</td><td>Less than 100% of the stories have been achieved by a team.</td><td>Less than 95% of the stories have been achieved by a team</td></tr></table> Source Project Manager verification from retro's. Owner Commercial with Delivery verification.	All teams in which a supplier is a member of have delivered 100% of the planned stories for the month.	Less than 100% of the stories have been achieved by a team.	Less than 95% of the stories have been achieved by a team
- No behavioural problems identified. - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. - Added Value recognised by the programme above provision of compensated skilled resource	- Some minor behavioural problems. - Supplier only attends Some workshops or provides minor contributions. - Supplier adds some value above provision of compensated resource but programme do not regard as significant.	- Significant behavioural problems - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers - no added value contributions recognised by Programme.						
All teams in which a supplier is a member of have delivered 100% of the planned stories for the month.	Less than 100% of the stories have been achieved by a team.	Less than 95% of the stories have been achieved by a team						

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5. CONTRACT CHARGES

The following charging mechanism, for this SoW is outline below:

- ☐ CAPPED TIME AND MATERIAL CHARGES

5.1 CAPPED TIME AND MATERIAL CHARGES

- 5.1.1 Where Services for this Release are being delivered on a Capped Time and Materials Basis, the provisions of this paragraph 10.1 and the Time and Material Rates set out at paragraph 10.3.5 shall apply.
- 5.1.2 The maximum price the Supplier is entitled to charge the departmental customer for Services delivered on a Capped Time and Material Charges basis (excluding VAT but including Expenses) shall be:



- 5.1.3 Capped Time and Materials Contract Charges shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- 5.1.4 The Supplier acknowledges and agrees that it shall provide the Services in relation to this Release within the Maximum Price set out at paragraph 10.1.2 above and it shall continue at its own cost and expense to provide the Services even where the price of Services delivered to the departmental customer on a Capped Time and Materials basis has exceeded the Maximum Price.
- 5.1.5 The departmental customer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

5.2 PRICE PER STORY POINT CHARGES

Not applicable

5.3 TIME AND MATERIALS CHARGES

- 5.3.1 The Time and Materials pricing structure shall apply:
- (a) for Services delivered during the Inception and Calibration Stage(s) (or as agreed otherwise by the Parties); and,
 - (b) for other aspects of the Services as agreed by the Parties.
- 5.3.2 Time and Materials Contract Charges shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services as set out at paragraph 10.3.5.
- 5.3.3 The Supplier shall provide a detailed breakdown of any time and materials Contract Charges with sufficient detail to enable the departmental customer to verify the accuracy of the time and material Contract Charges incurred.
- 5.3.4 For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in relation to the provision of Services for which time and materials Contract Charges apply. The Supplier shall maintain full and accurate records of the time spent by the Supplier Staff in providing the Services and shall produce such records to the departmental customer for inspection at all reasonable times on request.

- 5.4 **FIXED PRICE**
Not applicable

SERVICE CREDITS

Not Applicable

6. ADDITIONAL REQUIREMENTS

GUIDANCE: Insert any additional requirements in respect of this SoW which haven't been captured in the Annexes to this Schedule or in the other Call-Off schedules to this Contract (e.g. Release specific reporting requirements, additional security requirements for this release, standards, etc.)

7. AGREEMENT OF SOW

- 7.1 BY SIGNING this SoW, the Parties agree to be bound by the Terms and Conditions set out herein:

For and on behalf of the Supplier:

Name and Title

Signature and Date

For and on behalf of the departmental customer:

Name and Title

Signature and Date

Please note that the first SoW is signed by CCS. Any subsequent SoW(s) would require the departmental customer's signature. With a copy sent to CCS for its records.

SCHEDULE 5 - CONTRACT CHANGE NOTE

Order Form reference for the Contract being varied:

PROJECT: DS02-XXX
CCN NUMBER: XX
2015 IPR TERMS USED? YES/NO

BETWEEN: the “Customer”
Crown Commercial Service (CCS)
Acting as an agent on behalf of the departmental customer:
Customer Full Name

the “Supplier”
Supplier Full Name

1. The Contract is varied as follows and shall take effect on the date signed by both Parties:

Reason for the change:

Please enter here

Full Details of the proposed change:

Please enter here

Likely impact of the change on other aspects of the Contract:

Please enter here

Original Contract Value: £ Please enter here
Additional Cost due to change: £ Please enter here
New Contract Value to be: £ Please enter here

2. Words and expressions in this change Contract Note shall have the meanings given to them in the Contract.
3. The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

For and on behalf of the Supplier:

Name and Title

Signature and Date

X

Click here to enter a date.

For and on behalf of the departmental customer:

Name and Title

Signature and Date

X

Click here to enter a date.