#

# **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: project\_7648

THE BUYER: Department for Education

BUYER ADDRESS Sanctuary Buildings, Great Smith Street, London,

SW1P 3BT

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS:15 Canada Square, London E14 5GL

REGISTRATION NUMBER:OC301540

DUNS NUMBER: 42-391-6167

SID4GOV ID:[Insert if known]

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **30 March 2023**.

It’s issued under the Framework Contract with the reference number **RM6187** for the provision of **consultancy services for the Strategic Data Transformation – Discovery project**.

### CALL-OFF LOT(S): Lot 2

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

* Joint Schedule 1 (Definitions) - Mandatory
* Joint Schedule 2 (Variation Form) – Mandatory
* Joint Schedule 3 (Insurance Requirements) – Mandatory
* Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
* Joint Schedule 10 (Rectification Plan) - Mandatory
* Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* + Call-Off Schedule 9 (Security) - Optional
	+ Call-Off Schedule 10 (Exit Management) - Optional
	+ Call-Off Schedule 13 (Implementation Plan and Testing) - Optional
	+ Call-Off Schedule 15 (Call-Off Contract Management) - Optional
	+ Call-Off Schedule 16 (Benchmarking) - Optional
	+ Call-Off Schedule 20 (Call-Off Specification) - Optional
	+ Call-Off Schedule 25 (Buyers Environmental Policy)
	+ Call Off Schedule 26 (Buyers Social Value Policy)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. 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**.**

Supplier terms are not 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:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

 *(i) specified in this Contract or*

 *(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

**Call-off start date:**  03/04/2023

**Call-off expiry date:**  30/06/2023

**Call-off initial period:**  3 months

**Call-off extension period:** 1 month

### Call-off deliverables:

1. **Project plan**

An outline plan describing the steps and stages leading to the submission of the following requirements, including assumptions and dependencies, and your approach to stakeholder engagement.

This plan should define the objectives that you set yourself for each month of work and the associated tangible outputs that will be available for review by the Department for each of the three milestone periods, in order to meet the following requirements.

This plan should be updated within 10 days of contract start following initial contract meetings, in agreement with the Contract Manager.

1. **Requirement 1: The Department for Education Data Vision**

*Description* – an articulation of the ambition that the Department for Education can and should have for what we and the education and children’s social care sectors can achieve with data. This vision should reflect the needs and opportunities of our stakeholders, the overall goals of the Department, and the potential for data in the education and children’s social care sectors. The vision should reflect the Secretary of State’s priorities, whilst also considering new ideas for the future of data within the Department. We expect that different sectors (e.g., schools, early years, higher education) and different parts of DfE (e.g., regions, operations group) will have different contexts and opportunities and we would therefore expect to see a series of related visions for each area, together with a framework that brings them together into a single DfE data vision.

*Deliverable* *–* The Supplier will document the potential ambition for data in DfE and in each part of the education and children’s social care sectors, covering:

* What data is needed to support and inform the sector’s outcomes
* How that data will be used to drive change
* How stakeholders in each sector will benefit from the improved use of data.

The Supplier will bring these sector visions together to form an overall DfE data vision, drawing out cross-cutting data ambitions and aligning data goal prioritisation to wider DfE strategic priorities.

*Must include* –

1. Engagement with stakeholders, internal and external. The data vision should draw upon and provide opportunities for SROs, virtual teams, and others across and outside DfE to share their experience and shape the future of data in the Department. This process not only provides first hand insight, it also encourages buy-in across the Department by valuing and utilising the experience of staff.
2. Internal engagement to include liaison with the leads of current significant data projects such as the concurrent discoveries for the schools’ census and schools sector data ecosystem under the Data Transformation scope. We expect discovery teams to share insights and learning as they emerge and offer mutual constructive challenge to support consistency of direction.
3. An outline of ethical considerations/principles for the Department’s strategic data work, to address the implications of designing projects for, holding and working with a range of sensitive data on children and young people, including the prospect of developing complex algorithms to inform policy decision-making.
4. The work in this section should be down to the level of detailed user stories – i.e. policy makers on policy x require data within 6 weeks of event z in order to see whether the policy is having an impact on ‘measurable indicator y’ so they can take early action if needed. Or schools would like to have their key data on x made available back to them in an easy visual and interrogatable way which does not require any action from them etc. This detailed user story level will enable the gap analysis below.

*What DfE will provide* – an initial outline of each of our sectors’ strategic goals, priority outcomes, current data projects, main stakeholders (internal and external) and any existing theories of change. This will provide a starting point to help you to define each sector’s data opportunities and how they should be prioritised across the department.

1. **Requirement 2: Gap analysis**

*Description* – An assessment of the gap between the DfE data vision for what we and the education and children’s social care sectors could do with data and the current situation, including identification of the challenges that an education and children’s social care data strategy must address.

*Deliverable* – The Supplier will provide a gap analysis for each part of the education and children’s social care sectors and for DfE, assessing how far each is from realising their visions for data, considering cross-cutting issues and functions needed to support future data needs. This will cover:

* The extent to which DfE and its sectors have access to the right data.
* The extent to which DfE and its sectors can draw insights from the available data.
* The extent to which data collected is shared (and where appropriate published) to support others to achieve our common goals.
* The extent to which DfE and the sectors are set-up to be data driven and any factors which are limiting progress.

*Must include –*

1. Suggestions for short-term improvements or “quick-wins” that will demonstrate the value of this work by generating immediate benefits.
2. Identification of areas of overlap between data projects, or gaps where needs are not being met.
3. Metrics for quantifying inefficiency, such as the amount of analyst time currently spent cleaning data rather than doing analysis – that can be used to track progress and demonstrate the savings to be made through transformation of existing processes.

### *What we will provide* – A review of the current data projects underway in the Department, which can be used to identify examples of best practice as well as projects that could be deprioritised and stood down.

1. **Requirement 3: Data strategy options**

*Description –* Options for addressing the blockers identified in the gap analysis, and thereby improving the use of data across the DfE, and within each part of the education and children’s social care sectors, to meet the strategic goals outlined in the data vision.

*Deliverable –* The Supplier will provide a series of concrete, costed proposals for changes in the short, medium and long term, taking a strategic view of the department’s data collection infrastructure and approach (addressing issues such as the systems, policies, and engagement necessary to achieve our ambitions). You will present these at a high level (for example, in a 20-minute presentation) and in a detailed report that officials can use as the basis to develop both an internal and external (publishable) data strategy.

*Must include –*

* Suggestions for short-term improvements or “quick-wins”, that will demonstrate the value of this work by generating immediate benefits.
* Prioritisation criteria, to evaluate new priority data projects against the ongoing demands of BAU and system maintenance.
* A range of options, reflecting different levels of ambition, that are designed to address the blockers identified in the gap analysis. These could include proposals relating to governance, coordination, cultural change, specific projects or priorities for the Department, specific goals to prioritise in the sector, decision-making structures, or principles to adopt.
* Options will need to be specific, concrete, practical, costed, and inclusive of both changes we might make internally and those we might seek to drive externally.
* Advice for ensuring that the strategy can be implemented and has longevity.
1. **Assumptions/Dependencies**

The dependencies and assumptions for this engagement are listed below:

* The availability of DfE policy professionals to support delivery of discovery phase and at each weekly progress update.
* The availability of DfE SROs/SMEs/data leads to attend interviews/workshops/collaboration sessions.
* The ability to conduct focused group interviews to ensure we capture all ~100 stakeholder views.
* A clear overview of all existing relevant data projects.
* Information relating to any existing theories of change.
* The DfE will act as owners/sign-off for all deliverables.

### Security

Short form security requirements apply.

### Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

**£149,890**

### Call-off charges

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TOTAL** |  |  |  | **£149,890** |
| **Grade** | **Names** | **Daily Rate(£ exc. VAT)** | **Number of days** | **Total** |
| **Partner** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Partner** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Partner** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Partner** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Partner** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Managing Consultant / Director** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Managing Consultant / Director** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Senior Consultant / Engagement Manager / Project Lead** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Senior Consultant / Engagement Manager / Project Lead** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| **Consultant** | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (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
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### Payment method

Invoices will be approved for payment by the buyer’s contract manager. Approval will be dependent upon sufficient progress being made by the supplier against the project plan.

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[REDACTED]

Within 30 days this Call-Off Contract, Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Payment via BACS

If the Supplier has a query regarding an outstanding payment,please contact the Buyer’s Accounts Payable section by email to:

[REDACTED]

### Buyer’s invoice address

Department for Education

Sanctuary Buildings,

Great Smith Street,

London,

SW1P 3BT

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**Buyer’s authorised representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Buyer’s contract manager**

[REDACTED]

[REDACTED]

[REDACTED]

### Buyer’s security policy

The Short Form Security Requirements apply.

The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:

includes any technical vulnerability or penetration testing of the Supplier's system; and/or

may potentially breach Supplier's client confidentiality obligations; and/or

is outside the scope of services provided to the Buyer under the Call-Off Contract.

For the purposes of the Contract the Staff Vetting Procedures, data security requirements, equality and diversity policy and environmental policy are found at the following address <https://www.gov.uk/government/organisations/department-for-education/about/procurement#equality-and-diversity-in-procurement>.

### Supplier’s authorised representative

[REDACTED]

[REDACTED][REDACTED]

[REDACTED]

### Supplier’s contract manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Progress report frequency

DfE requires a verbal weekly progress update to monitor progress against milestones

DfE requires a formal written update at each monthly payment milestone, evidencing progress. This will be shared with the Programme Steering Group and Ministers, and others as required.

### Progress meeting frequency

A weekly progress meeting will be held with the DfE Strategic Data Transformation Programme team. A progress update is to be provided each month at the DfE Strategic Data Transformation Steering Group

A meeting between DfE Strategic Transformation Director (Ian Knowles) and KPMG Partner (Yusuf Ermak) will be held every three weeks during the delivery of the contract.

**Key staff**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

Not applicable

### Service credits

Not applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

CT196 – Environmental Policy in Procurement. Appended at Call Off Schedule 25.

[Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts). Appended at Call of Schedule 26.

### Social value commitment

Not applicable

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**For and on behalf of the Supplier**:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date:

**For and on behalf of the Buyer**:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: