

# **Digital Outcomes and Specialists 5 (RM1043.7)**

# Framework Schedule 6 (Order Form)

Version 2

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# Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### **Order Form**

Call-Off Reference: C23963

Call-Off Title: HO Cyber Engineering and Transition Support

Call-Off Contract Description: Cyber Security requires a supplier to support engineering

and content activities associated with onboarding and

BAU lifecycle management of systems/services/

customers in-scope of its protective monitoring service.

The Buyer: The Secretary of State for the Home Department (acting

through the Home Office)

Buyer Address: The Secretary of State for the Home Department,

2 Marsham Street, London SW1P 4DF

The Supplier: Hippo Digital Limited

Supplier Address:

Registration Number:

DUNS Number:

SID4GOV ID:

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 28<sup>th</sup> November 2022.

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 oblige the Buyer to buy or the Supplier to supply Deliverables. The parties agree that the first Statement of Work will be executed following signature of the Call Off Contract.

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

### **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
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
  - Call-Off Schedules for RM1043.7
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - o 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 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
       Call-Off Schedule 13 (Implementation Plan and Testing)
- 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**

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 28th November 2022
Call-Off Expiry Date: 27<sup>th</sup> November 2024
Call-Off Initial Period: Call-Off Optional Extension Period: Minimum Notice Period for Extensions:

Call-Off Contract Value:

### **Call-Off Deliverables**

Call-Off Schedule 20 (Call-Off Specification)

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 Estimated Charges in the first 12 months of the Contract:

### **Call-Off Charges**

- 1 Time and Material
- 2 See Appendix B.

### **Reimbursable Expenses**

Expenses may be payable and detailed in the applicable SOW. The Buyer will not reimburse the cost of travel to any base location.

No expenses will be payable for travel to and from locations within the boundary of the M25 or up to 13 miles to or from a base location that is outside the M25. Expenses for travel costs to other sites that exceed the normal cost of travelling within the boundary of the M25 will be reimbursed subject to approvals and in accordance with the Buyer's travel policy.

In all instances, the Supplier shall keep expenses to a minimum. All expenses must be authorised in advance by the Buyer's Delivery Lead.

### **Payment Method**

Invoice for Cyber Security Engineering and Transition support request referencing Purchase Order

### **Buyer's Invoice Address**

Invoices will be sent via email as the primary method for delivery to the address below:



Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the Supplier.



The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

For the purposes of paragraph above, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

All invoices must include:

- A valid Purchase Order number
- The contract reference number (C23963)
- The period of time pertaining to the Charges included on the invoice.
- A summary of the corresponding Services.
- The value of the VAT portion of the invoice expressed in Pounds Sterling.

Invoices should be submitted via email in pdf, tiff, jpeg or png format (<u>Excel is not supported</u>):

- a multipage invoice should be sent by the Supplier as one attachment to the email, however multiple invoices should be split across different attachments (1 attachment equals 1 invoice)
- multiple invoices can be attached to one email up to a maximum size of 5mb
- the supplier should be aware that any text in the body of their email, or attachments submitted in files formats other than those listed above will not be read by anyone.

### **Buyer's Authorised Representative**

### **Buyer's Environmental Policy**

https://www.gov.uk/government/publications/greeninggovernment-commitments-2016-to-2020/greening-government-commitments-2016-to-2020

https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs

### **Buyer's Security Policy**



Home Office Security Policy for Co

https://www.gov.uk/government/publications/security-policy-framework https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

Supplier's Authorised Representative	
Supplier's Contract Manager	

### **Progress Report Frequency**

On the first Working Day of each calendar month to discuss commercial aspects of the Call Off Contract. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

### **Progress Meeting Frequency**

**Insert meeting frequency**: Quarterly on the first Working Day of each quarter there will be an account review.

### **Key Staff**

Name	Role	Details

Worker Engagement Route: outside IR35

### **Key Subcontractor(s)**

N/A

### **Commercially Sensitive Information**

Supplier's Commercially Sensitive Information

- Supplier proposal and Statement of Works
- Details of rate card and costings
- Names of team members and other personal identifying information

### **Balanced Scorecard**

Not applicable

### **Material KPIs**

N/A

### **Additional Insurances**

Not applicable

### Guarantee

Not applicable

### **Social Value Commitment**

See Appendix B Requirement Cultural Fit Not applicable

### **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.



Date: 25/11/2022

### **Annex 1 (Template Statement of Work)**

The parties agree that the first Statement of Work will be executed following signature of the Call Off Contract.

### 1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Contract, unless otherwise agreed by the Parties in writing.
Date of SOW:
SOW Title:
SOW Reference:
Call-Off Contract Reference:
Buyer:
Supplier:
SOW Start Date:
SOW End Date:
Duration of SOW:
Key Personnel (Buyer):
Key Personnel (Supplier):
Subcontractors:

### 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

### 3 Buyer Requirements – SOW Deliverables

### **Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery	Plan:	
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### **Dependencies:**

### **Supplier Resource Plan:**

### **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

### [Insert if necessary] ]

### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

### **SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

### **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

### **Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### **Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

### **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

### 4 Charges

### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is  $\mathfrak{L}[Insert\ detail]$ .

### **Rate Cards Applicable:**

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

### **Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

### 5 Signatures and Approvals

### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

binding on the Parties:
For and on behalf of the Supplier
Name:
Title:
Date:
Signature:
For and on behalf of the Buyer
Name:
Title:
Date:
Signature:

# Annex 2 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Template Annex 1 of Joint Schedule 11 (Processing Data)

Description	Details
Identity of Controller for each Category of	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:
	<ul> <li>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul>
	The Supplier is Controller and the Relevant Authority is Processor
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:
	<ul> <li>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul>
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	<ul> <li>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul>
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	<ul> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>
	<ul> <li>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul>
	[Insert the scope of other Personal Data provided by one Party

	<del>-</del>
	who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]
	[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes.
	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete	[Describe how long the data will be retained for, how it be returned or destroyed]
UNLESS requirement under Union or Member State law to preserve that type of data	

This information is both commercially sensitive and includes information on the operational security arrangements of the Home Office and must not be further shared or used beyond answering Framework

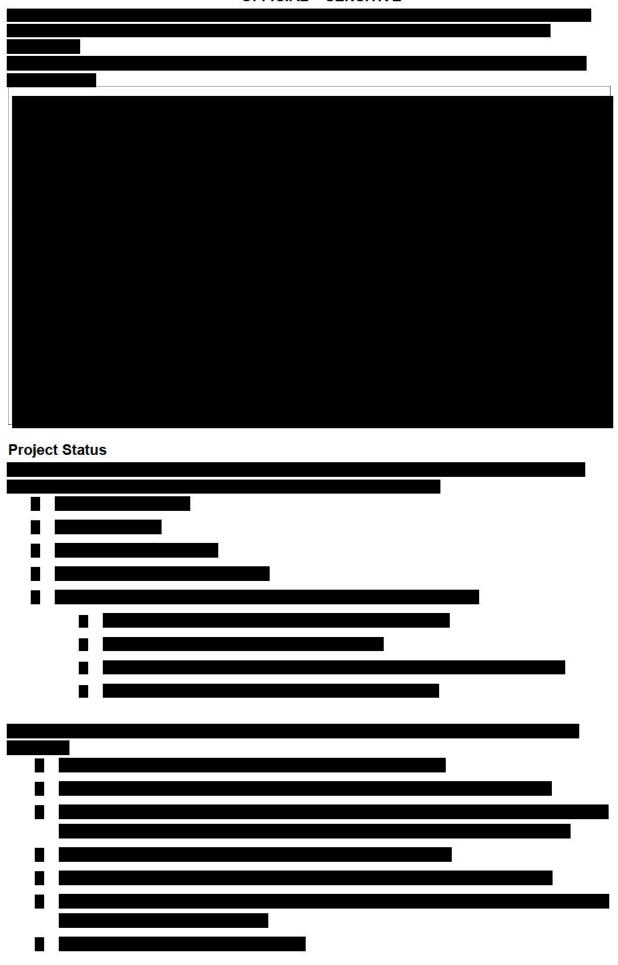
### Appendix A - Requirement

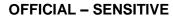
### **Home Office CSOC Engineering and Transition Support**

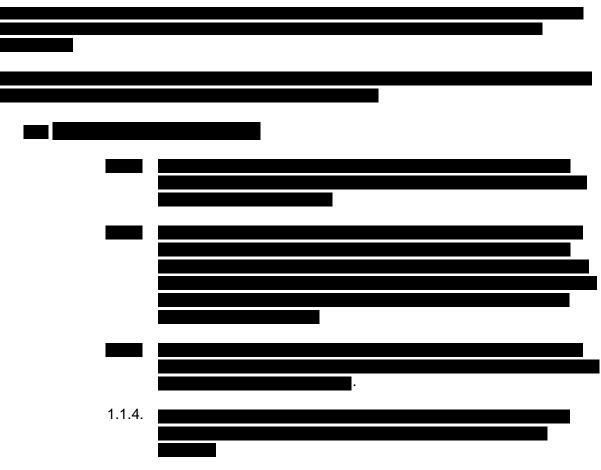
### 1. Background

The Home Office Cyber Security Operations Centre (CSOC) is responsible for providing protective monitoring services across the Home Office. The CSOC is responsible for ensuring the confidentiality, integrity, and availability of these assets by monitoring malicious activities, identifying, and managing incidents.

.1. About the work	
Project Background	
.1. Project Scope and status	
n	



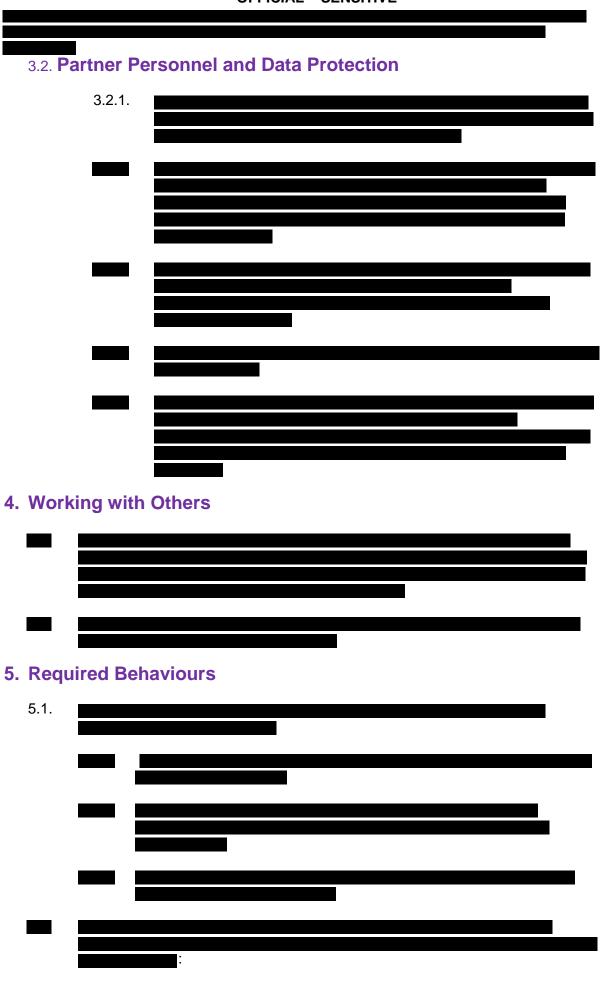


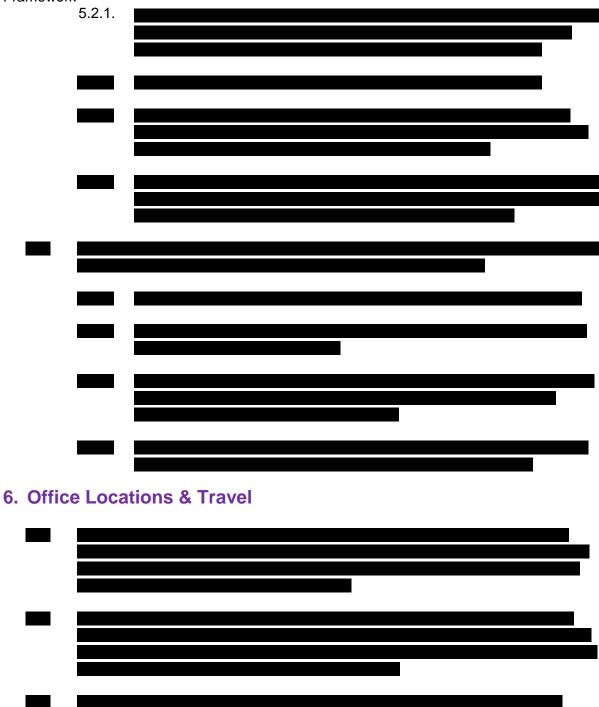


### 3. General Requirements

# 3.1. Essential Skills and Experience

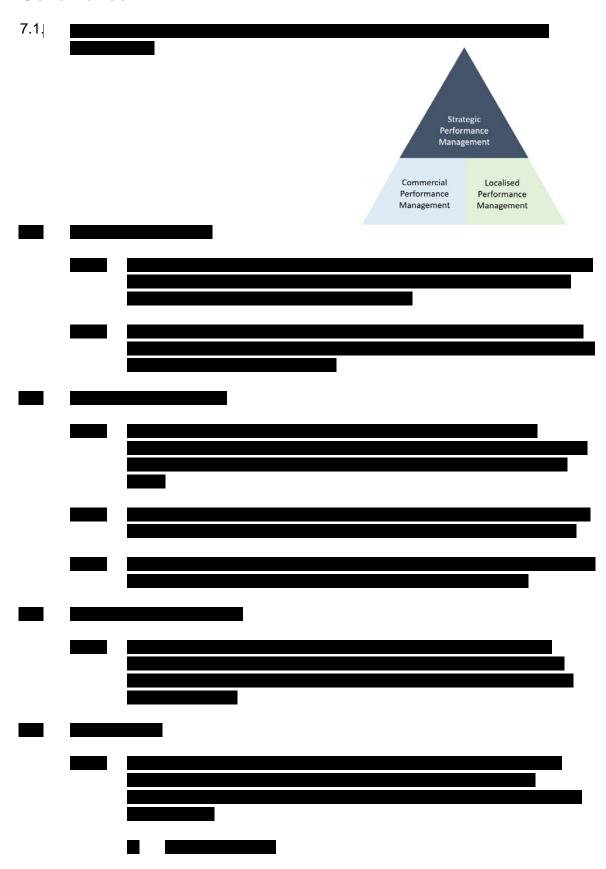
Reference ID	Requirement
TC1	Engineering Life-Cycle Management
TC2	Content Life-Cycle Management
TC3	Integration between SIEM tools and other CSOC tooling
TC4	Your delivery team
CF1	Cultural fit
V1	Value for money

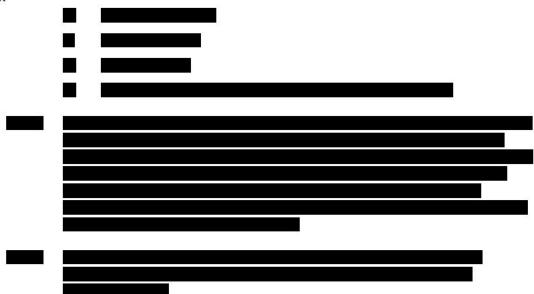




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### 7. Governance



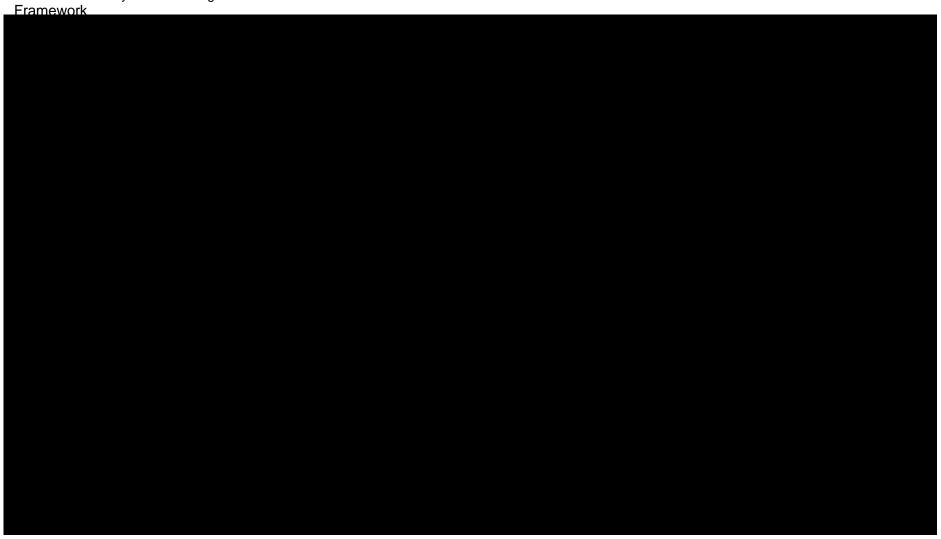


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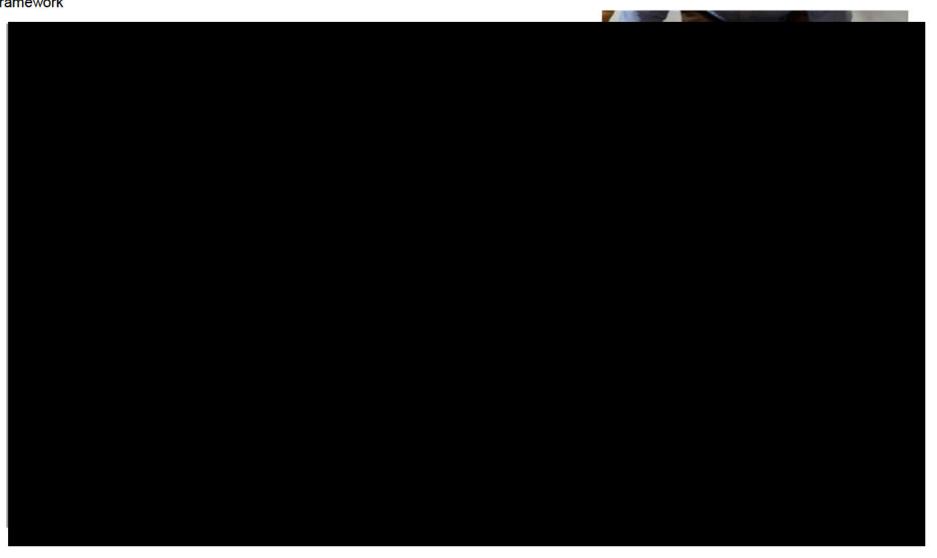
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Appendix B - Supplier's Response

# **Question TC1:**Engineering Life-Cycle Management







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# Question TC2: Content Life-Cycle Management



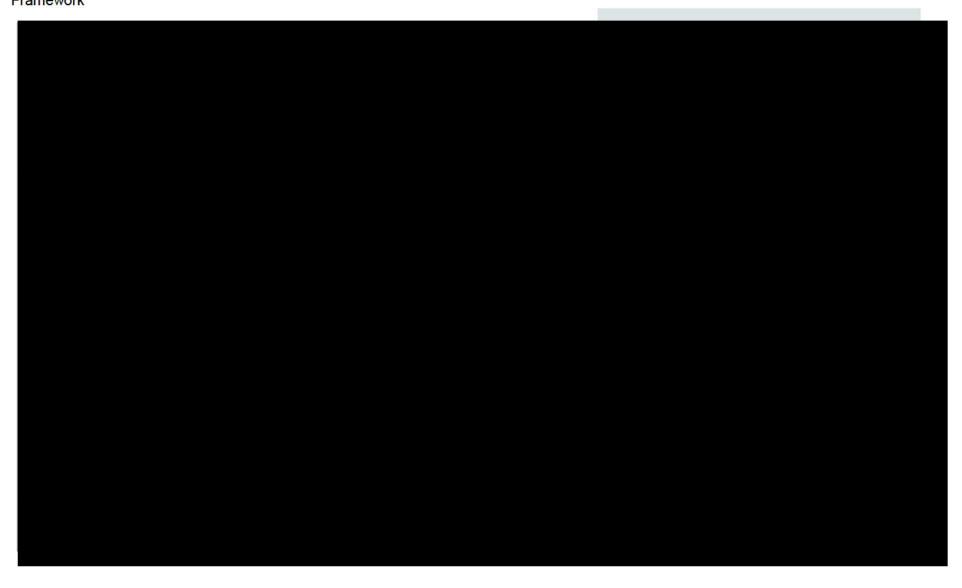




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# Question TC3: Integration between SIEM tools and other CSOC tooling

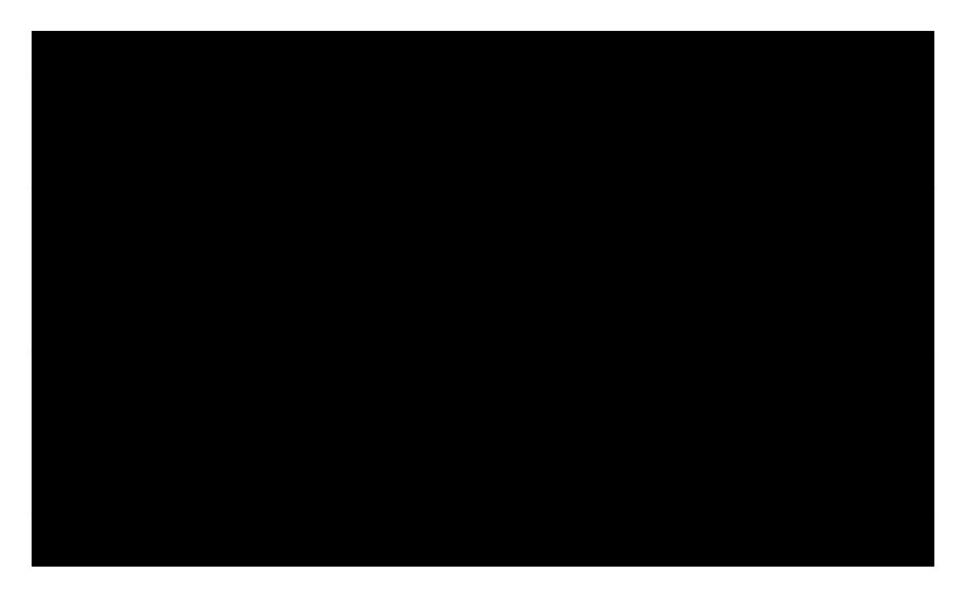


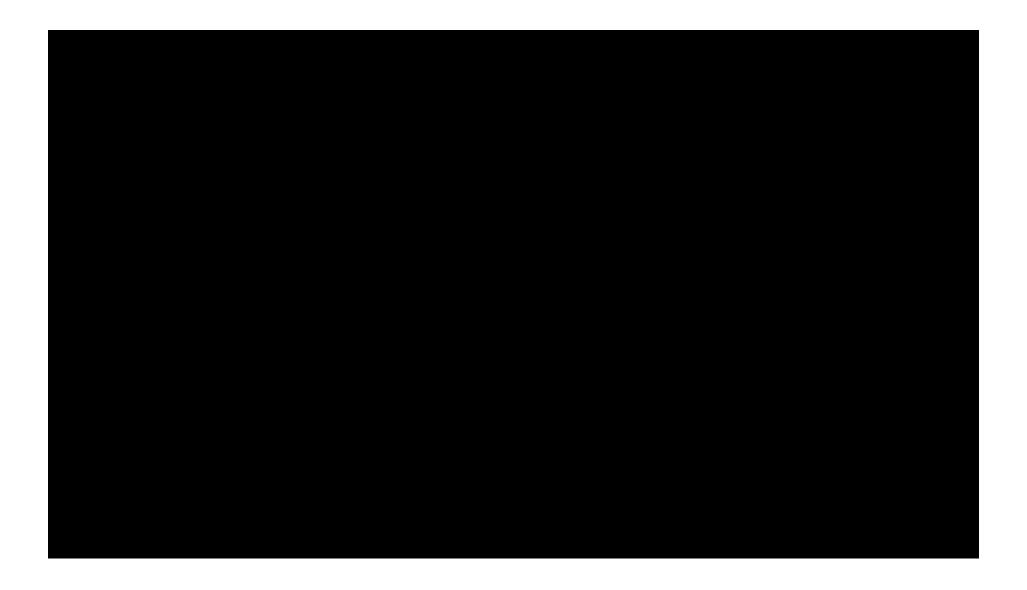


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# **Question TC4:**Skills and Experience of the delivery team, and ability to scale

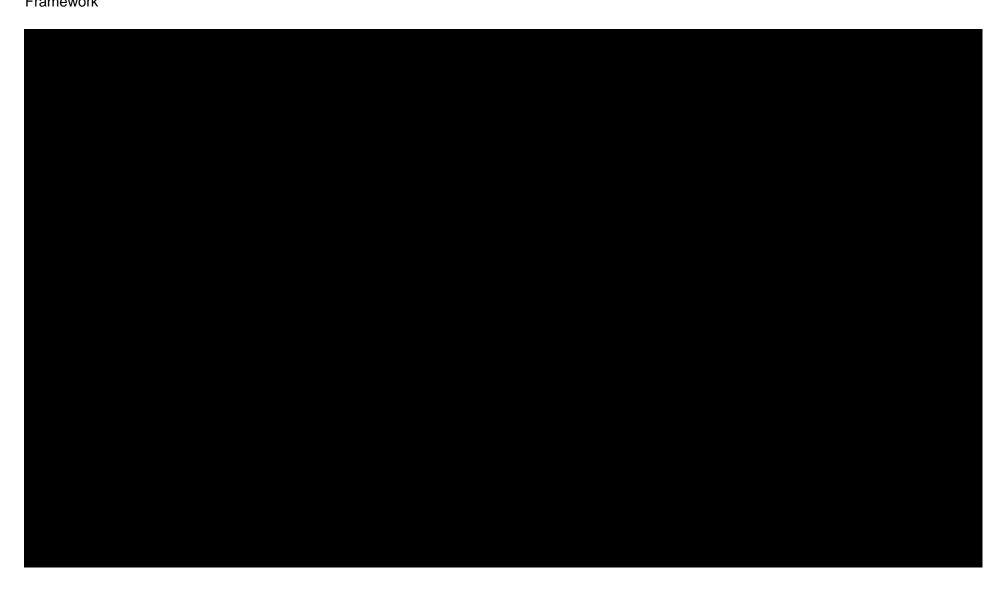




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**Question CF1:** Cultural Fit



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## Appendix C - Pricing

**Question V1: Value for Money** 

