



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/Technology-Services-3-CCS)

The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;



.1.3 the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	con_12785
Contract Title:	Data Science and Data Directorate DevOps Contract
Contract Description:	A contract for technical support that will cover the full range of DevOps roles, but with a heavy focus on cloud infrastructure and platform support.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	The total maximum value for this contract is £5,900,000 ex VAT
Estimated Year 1 Charges:	£2,950,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	18/02/2022
End Date	17/02/2024

Buyer details

Buyer organisation name

The Department for Education acting on behalf of Education and Skills Funding Agency

Billing address

Your organisation's billing address - please ensure you include a postcode

Accounts Payable,
ASC Purchasing,
Cheylesmore House,
Quinton Road,
Coventry,
CV1 SWT.
[REDACTED]

Buyer representative name

The name of your point of contact for this Order.



Data Science

[REDACTED] - [REDACTED]

Data Directorate

[REDACTED] - [REDACTED]

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Data Science

[REDACTED]

Data Directorate

[REDACTED]

Buyer Project Reference

Please provide the customer project reference number.

Project_5952

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

Bramble Hub Limited

Supplier address

Supplier's registered address

9e Albert Embankment, London, SE1 7SP

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

project_5952

Guarantor details



Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
3	24 months (2)	12 + 12 months (2)	4

Initial Term Months

24 months

Extension Period (Optional) Months

12 months + 12 months

Minimum Notice Period for exercise of Termination Without Cause 30 days
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*



Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

Data Science

The primary site for where services will be delivered is:

Cheylesmore House,
5 Quinton Road,
Coventry,
CV1 2WT.

Whilst the primary site is Coventry, this does not preclude services being delivered remotely from supplier sites, from home or from other DfE sites by agreement.

Data Directorate DfE Data directorate locations are Sheffield, Darlington, Coventry, Bristol, Nottingham, Leeds, and Newcastle

Services will be delivered using a blended approach between on-site & remote working. Each Statement of Work (SOW) will define the working arrangements.

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Issued Property

- 1.1 In this clause "Issued Property" means all items of property belonging to the Buyer issued to the Supplier for the purposes of the provision of the Services
- 1.2 Issued Property shall remain the property of the Buyer and shall be used in the execution of the Contract and for no other purpose whatsoever, save with the prior written approval of the Buyer. The Buyer shall promptly re-issue Issued Property agreed to be defective or requiring replacement.
- 1.3 The Supplier shall be liable for any damage to Issued Property caused by misuse or negligence by the Supplier, save where such damage is caused while acting in accordance with the Buyer's instructions or by the Buyer's acts and/or omissions, but shall not be liable for deterioration in Issued Property resulting from its normal and proper use in the performance of this Contract. The Supplier shall also be responsible for loss, including theft, of the Issued Property save where such loss is caused while acting in accordance with the Buyer's instructions or by the Buyer's acts and/or omissions.
- 1.4 The Buyer will be responsible for the maintenance of the Issued Property. The Supplier shall be responsible for the safe custody of Issued Property and its prompt return upon expiry or



termination of the Contract. Neither the Supplier nor its sub-contractors or other person shall have a lien on Issued Property for any sum due to the Supplier, sub-contractor or other person and the Supplier shall take all such steps as may be reasonably necessary to ensure that the title of the Buyer, and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any Issued Property.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Each SOW will set out the specific standards required.

Buyer ICT & Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.



Security_DP_Standar
d_Clauses.docx



security-policies-broc
hure.pdf

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – Not Applicable

Professional Indemnity Insurance (£) – Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

1. To the extent that the Supplier requires access to any Buyer premises to perform the Services, the Buyer shall provide such access during normal business hours and to provide a suitable work environment to enable the Supplier to perform such Services subject to the Supplier complying with such internal policies and procedures of the Buyer (including those relating to security and health and safety) as may be notified to the Supplier in writing from time to time.
2. The Buyer shall co-operate with the Supplier in all matters relating to the Services and shall appoint a Representative ("**Buyer Representatives**") who shall have authority to commit the Buyer on all matters relating to the Services.



3. The Buyer shall;
- co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;
 - provide such access to the Buyer's systems, software and platforms as may reasonably be requested by the Supplier;
 - where applicable and set out in the relevant Statement of Work, comply with (1) any additional Buyer Responsibilities; and (2) such of the Dependencies as applicable to the Buyer;
 - inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises;
 - provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;
 - provide all information and make available all resources as reasonably requested by Supplier in the execution of its obligations under this Agreement;
 - use all reasonable efforts to follow the reasonable instructions of Supplier support personnel with respect to the resolution of defects;
4. The Buyer acknowledges and agrees that the Supplier shall have no liability for failure to perform the Services or its other obligations under the Contract if it is prevented, hindered or delayed in doing so as a result of any error or malfunction in the Buyer Systems or any other software, hardware or systems for which the Supplier is not responsible or any failure by the Client, its agents or contractors (including any existing service provider) or other third parties to obtain sufficient support and maintenance, as required, for any software, hardware or systems for which the Supplier is not responsible, and the Buyer shall assume sole responsibility for loss or damage arising from or relating to any of the foregoing.
5. The Buyer acknowledges and agrees that the Supplier shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:
- any use by or on behalf of the Buyer or the combination with any item not supplied or recommended by the Supplier where such use of the Services directly gives rise to the claim, demand or action; or
 - any modification carried out on behalf of the Buyer to any item supplied by the Supplier under this Contract if such modification is not authorised by the Supplier in writing where such modification directly gives rise to a claim, demands or action.

Goods

Guidance Note: list any Goods and their prices.

Not applicable

Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	✓
Part B – Long Form Governance Schedule	

The Part selected above shall apply this Contract.



Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 1.3.2 (a), the figure shall be agreed between buyer and supplier during each change control notice.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>



S3: Security Requirements (either Part A or Part B)	Part A
S4: Staff Transfer	✓
S5: Benchmarking	✓
S6: Business Continuity and Disaster Recovery	✓
S7: Continuous Improvement	✓
S8: Guarantee	Not Applicable
S9: MOD Terms	Not Applicable

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	✓
C2: Security Measures	✓
C3: Collaboration Agreement	Not Applicable

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	Not Applicable
Northern Ireland Law	Not Applicable
Joint Controller Clauses	Not Applicable

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Part C shall apply at commencement of the Services and Part E shall apply on the expiry or termination of the Services or any part of the Services.



Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

- 1.1 All supplier staff working on services in relation to this contract will need to undertake as a minimum, a BPSS security check.
- 1.2 The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, promptly to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion, acting reasonably.
- 1.3 The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Framework so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is promptly disclosed to the Buyer. The Supplier shall ensure that the individual staff member promptly ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
- 1.4 Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clauses 1.3 and 1.4 above, in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 11.1.2 of the call off terms."

- Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

Term	Definition
Conviction	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order
Relevant Conviction	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer



Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not applicable

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

The detailed costing is commercially sensitive. The overall price can be shared.

The Supplier's response to the Invitation to Tender is commercially sensitive.



Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	██████████
Job role/title	██████████
Signature	
Date	

For and on behalf of the Buyer

Name	██████████
Job role/title	██████████
Signature	
Date	



Attachment 1 – Services Specification

1. PURPOSE

- 1.1 The purpose of this procurement is to secure a contract that will provide technical support for the digital and data services managed by the Data Science division of the Education and Skills Funding Agency (ESFA) and the Department for Education's Data Directorate. This technical support will cover the full range of DevOps roles, but with a heavy focus on cloud infrastructure and platform support.
- 1.2 For the successful provider, the contract will likely commence in January 2022 for an initial period of 24 months, with the potential for a further 12 months + 12 months.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The ESFA's vision is to support, develop and fund world-class education and skills provision for every learner to reach their potential, regardless of background.
- 2.2 The ESFA:
 - 2.2.1 is accountable for £58 billion of funding for the education and training sector, providing assurance that public funds are properly spent, achieve value for money for the taxpayer and deliver the policies and priorities set by the Secretary of State
 - 2.2.2 regulates academies, FE colleges, employers and training providers, intervening where there is risk of failure or where there is evidence of mismanagement of public funds
 - 2.2.3 delivers major projects and operate key services in the education and skills sector, such as the National Careers Service, the apprenticeship service and the National Apprenticeship Service.
- 2.3 The Department for Education Data Directorate is the third largest statistical producer in Government with over 80 statistical publications per year. It aids decision-making and accountability across the education sector through publication of high-quality performance data, statistics, evaluations, research and analysis. This is achieved through a large number of applications and services serving a wide range of users in Edsec, the general public and wider government.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 ESFA Data Science Division

- 3.1.1 The Data Science division provide a number of key digital & data services to the ESFA and wider DfE. These include the following services:
 - Submit Learner Data (SLD) – the primary data collection service that supports Agency's core funding processes.



- The Learning Records Service (LRS) – an online database of all learner and achievement data that enables learning providers to verify learners' prior attainment during enrolment.
 - The Online Forms platform - A variety of small to medium sized data collections/systems that support various business processes across the wider Department.
- 3.1.2 These systems, and the platforms they are built upon, require a significant amount of Business-as-usual (BAU) technical support to ensure that they operate smoothly and that both the ESFA and its customers are able to carry out their functions as efficiently as possible.
- 3.1.3 Additionally, the division is now also embarking on an ambitious project to modernise the current systems that support learner records and student identification. This project will be looking to adapt the older systems currently in place (e.g. SLD and LRS), and explore how new technologies could provide better solutions to the issues with these current systems/processes.
- 3.1.4 This project could morph into a significant programme of work made up of a number of individual delivery projects. Below is an initial view on how these projects may well start to build:
- A single store of education data that providers, researchers, gov't departments and awarding organisations can use to upload, process, and analyse data.
 - MI systems linked to that single store of data that all providers can use for their day-to-day business from timetabling and lesson planning, through exam registrations/results to financial planning, performance monitoring and learner welfare.
 - Automated student enrolment and attendance applications that feed live data to our single education data store.
 - A digital interface that students can use to view their education and achievement records, their exam credits, skills needed for the jobs they are targeting and links to skills being taught / courses being offered at FE providers that will help students develop and tailor the skills they need.
 - Advanced business intelligence tools to support individual providers, the wider education sector and the department.
- 3.1.5 With the combination of the existing digital services that require support, and the emerging project detailed above, there is a significant volume of both BAU support and transformational/greenfield development involved.



3.2 DfE Data Directorate

- 3.2.1 DfE Data Directorate provide a number of services to help Ministers, Policy Makers, wider government, education sector and the public make evidence-based decisions. Primarily this is through the provision of good quality data and analysis – internally through automated data pipelines and externally through digital services and applications. To do this, the Directorate has a continual programme of development (a number of concurrent projects) to meet new demand (new data requests) and iterate and improve existing services.

4. SCOPE OF REQUIREMENT

- 4.1 This procurement is for DevOps cloud engineer support. DevOps can be defined as practices combining development (Dev) and operations (Ops) to shorten the systems development life cycle while delivering features, fixes, and updates frequently in close



alignment with business objectives. For the purposes of this procurement, the scope of DevOps will consist of but not be limited to the following:

- 4.2 Build, configure, monitor, operate and maintain business line development, pre-production and production services across our Azure Cloud Infrastructure Platforms delivered using a combination of cloud-based solutions including SaaS, PaaS and IaaS.
- 4.3 Building and configuring environments using automation tooling to include continuous deployments, automated testing, upgrades and patching.
- 4.4 Provision infrastructure through infrastructure as code (IaC)
- 4.5 Design by Cloud Principle patterns, implement and maintain efficient delivery pipelines through all environments.
- 4.6 Create and manage public and secure source repositories.
- 4.7 A capability to build and maintain applications for small / medium services, working with the Department's strategic technology stack including C# / .Net core programming languages, Dynamics CRM and Database Administration (DBA) may be requested.
- 4.8 Monitor environments using monitoring tools to provide support to service management teams during live service.
- 4.9 Provide support during the development lifecycle to include development and testing environment configuration, assist development team with debugging and troubleshooting of platform level problems.
- 4.10 Provide support during the running of the live service to include issue resolution, problem determination and identification of system improvements.
- 4.11 Contribute to business service reviews as required to support the Buyer and assess if business services are meeting key performance indicators and non-functional requirements such as availability, reliability and performance.
- 4.12 Contribute to business objective planning by working closely with business delivery managers, creating and managing business objective aligned and influenced backlog.
- 4.13 Work with Platform & Technical Delivery Managers in assessing, evolving and enhancing the platforms and services provided within the DevOps capability.

5. THE REQUIREMENT



5.1 DevOps capabilities are required to support the following areas:

5.2 Learning Records Service (LRS)

5.2.1 Overview of service:

The Learning Records Service is an online repository of learner data that enables learning providers and other organisations that support education to create, view and download data about learners and their achievements. This is primarily used to support the enrolment of learners, with colleges and Further Education providers using LRS data to ensure that their learners have the appropriate qualifications and have not already been funded for the course they are looking to start.

The service has been in operation in 2007 and contains the personal data of over 30 million individuals, therefore maintaining the security of this service of the utmost importance.

The LRS application can be accessed by users in two ways – through a web-based portal, and via a set of WCF web services (including client certificates for additional security).

5.2.2 Technical Requirements

The legacy application code utilises the following technologies:

- C# 4.7
- C# Asp.Net webforms
- NHibernate
- Azure SQL databases
- PowerShell
- JavaScript
- Azure App Services and Web Jobs

The new AKS environment uses the following technologies:

- C# 5.0
- Entity Framework Core
- Messaging
- Asynchronous programming models and messaging
- Docker Desktop
- Linux

5.2.3 Team structure



The LRS DevOps team consists of between 1 and 4 engineers depending on the work at any given time. With two projects currently underway to develop significant new features on the service (as of November 2021), the team currently consists of 4 engineers, however this is expected to reduce to just one or two engineers once the initial development is complete by the end of Q1 2022, and the focus shifts to BAU/ongoing maintenance.

These engineers are responsible for all technical support of the LRS application, including any maintenance of legacy code and development of new code on the new Azure Kubernetes Service (AKS) environment.

5.3 Submit Learner Data (SLD)

5.3.1 Overview of service

Submit Learner Data collects information about learners from post-16 education providers to enable funding and payments, and to help improve the quality of education in England. The service:

- Allows providers to assess the quality of their data and address any issues before finalising their data
- Allows providers to determine their potential income prior to finalising their data
- Supplies feedback to providers based on their data once submitted, supporting internal provider processes and assisting in the management of their business

Submit Learner Data operates the following collections:

- ILR (Individual Learner Record)
- EAS (Earning Adjustment Statement)
- ESF Supp Data (European Social Fund)
- Funding Claims
- NCS (National Careers Service)
- FE Workforce
- Funded Aims

5.3.2 Technical Requirements

Azure DevOps responsibilities include:

- Continuous Integration (CI) / Continuous Development (CD)
- Azure Boards management
- Git Repos management
- Branch Policy Management
- User Identity and Access Management



- WiKi – Documentation
- Disaster recovery processes
- Database maintenance using Microsoft SQL Server in Public Cloud (Azure)
- ETL and API management

Azure – IaaS, PaaS, SaaS technologies supported:

- Microsoft Office 365
- Infrastructure Operations and Management
- Data Factory
- SQL Management: Infra, Code, Access
- Monitoring – AppInsight, Alerts and Monitoring
- Networking Security Group (NSG)
- Azure Active Directory / B2C
- Service Fabric
- Azure Service Bus
- Azure Storage
- Azure Apps Service

Knowledge of tools and skills/languages required:

- Storage Accounts
- PowerShell
- SQL
- Infra as a Code (IaaS) – ARM Templates,
- Virtual Networks
- Virtual Machines
- .Net Stack
- SonarQube
- Cloud services
- JSON

5.3.3 Team Structure

The SLD DevOps team currently consists of 3 engineers.

These engineers will be responsible building, managing, maintaining, and monitoring Microsoft Azure infrastructure, environments, applications, tools, processes, and day-to-day operations of live services. They are also responsible for building and maintaining database environments using Microsoft SQL Server in Public Cloud (Azure) including ETL and APIs.

5.4 Online Collections Service (OCS)

5.4.1 Overview of service

The Online Collection Service supplies a range of data collection services using tooling tailored to the needs of the Authority that is supported by a number of technology stacks hosted mainly on Microsoft Azure. This service currently



maintains around 10 online collections a year and demand is growing although there are over 90 collections supported across the whole team. These services range from simple to complex collections that support finance, funding, child safeguarding, statutory duties and citizen contact forms for the Authority as well as being responsive to the government's response to the COVID pandemic delivering over 10 collections including the daily attendance collection.

The team that delivers and supports these services is currently 40 strong and consists of Scrum Masters, Performance Analyst, DB Administrators, Change and Release Manager, DevOps Engineers, Developers and Testers.

This contract is required to continue to provide the services needed to support and maintain existing services as well as deliver a steady and growing pipeline of work.

5.4.2 Technical requirements

The DevOps Engineers are accountable for building, managing, maintaining, and monitoring Microsoft Azure infrastructure, environments, applications, tools, processes, and day-to-day operations of live services. They are also responsible for building and maintaining database environments using Microsoft SQL Server in Public Cloud (Azure/AWS) including ETL and APIs.

DevOps responsibilities include but are not limited to:

- Continuous Integration (CI) / Continuous Development (CD)
- Azure Boards management
- Git Repos management
- Branch Policy Management
- User Identity and Access Management
- WiKi – Documentation
- Disaster recovery processes
- Database maintenance using Microsoft SQL Server in Public Cloud (Azure/AWS)
- ETL and API management

Azure – IaaS, PaaS, SaaS technologies supported:

- Microsoft Dynamics CRM
- Microsoft Office 365
- Microsoft SharePoint 365
- Infrastructure Operations and Management
- Data Factory
- Logic Apps
- Function Apps
- SQL Management: Infra, Code, Access
- Azure Analytical Services (VMFI)
- Monitoring – AppInsight, Alerts and Monitoring
- Networking Security Group (NSG)
- EAPIM



Knowledge of tools and skills/languages required:

- Storage Accounts
- PowerShell
- SQL
- Infra as a Code (IaaS) – ARM Templates, Terraform Templates
- Virtual Networks
- Virtual Machines
- Linux
- .Net Stack
- Java Platform (Automation Framework)
- Jenkins
- White Source Bolt – security scanning (part of CI/CD)
- SonarQube
- File Scanning Services
- Azure B2C
- Cloud services
- JSON

5.4.3 Team structure

OCS DevOps team is currently made up of 3 DevOps Engineers which will need to flex depending on the pipeline of work that is anticipated there to be a need for a further 2 resources over the next year.

5.5 Project Titan

5.5.1 Overview of the service

We will be building a new learner enrolment service for the FE Sector which will include real time validation, data pre-population and secure data storage in the cloud. We are also developing a digital wallet which will support the governments skills agenda by enabling fast, secure, and accurate data sharing using distributed identities.

5.5.2 Technical Requirements

Azure DevOps responsibilities include:

- Continuous Integration (CI) / Continuous Development (CD)
- Incident response
- Azure Boards management
- Git Repos management
- Branch Policy Management
- User Identity and Access Management
- Wiki – Documentation
- Disaster recovery processes



- Database maintenance using Microsoft SQL Server in Public Cloud (Azure)
- ETL and API management

Azure – IaaS, PaaS, SaaS technologies supported:

- Infrastructure Operations and Management
- SQL Management: Infra, Code, Access
- Monitoring – AppInsight, Alerts and Monitoring
- Azure Active Directory / B2C
- Azure Storage Accounts
- Data Factory
- Logic Apps
- Azure Functions
- Networking Security Group (NSG)

Knowledge of tools and skills/languages required:

- Storage Accounts
- PowerShell
- SQL
- Infra as a Code (IaaS) – ARM Templates, Terraform Templates
- Virtual Networks
- Virtual Machines
- Linux
- .Net Stack
- SonarQube
- OWASP ZAP
- File Scanning Services
- Azure B2C
- Cloud services
- JSON

5.5.3 Team Structure

The Titan DevOps team currently consists of 1 engineer, but the requirement is likely to increase over the time of the contract.

These engineers will be responsible building, managing, maintaining, and monitoring Microsoft Azure infrastructure, environments, applications, tools, processes, and day-to-day operations of live services. They are also responsible for building and maintaining database environments using Microsoft SQL Server in Public Cloud (Azure/AWS) including ETL and APIs.

5.6 DfE Data Directorate applications and services

5.6.1 Overview of the service



This includes the following services:

- Get Information About Schools (GIAS)
- Get Information About Pupils (GIAP)
- Compare school and college performance
- Learner Data Service
- ADA – Internal analytical workbench
- Attendance API
- And an increasing number of other services.

5.6.2 Technical Requirements

Azure DevOps responsibilities include:

- Continuous Integration (CI) / Continuous Development (CD)
- Incident response
- Azure Boards management
- Git Repos management
- Branch Policy Management
- User Identity and Access Management
- Wiki – Documentation
- Disaster recovery processes
- Database maintenance using Microsoft SQL Server in Public Cloud (Azure)
- ETL and API management

IaaS, PaaS, SaaS technologies supported:

- Infrastructure Operations and Management
- Integration of Informatica tools (IaaS) – DEI, EDC, Axon & IDQ
- SQL Management: Infra, Code, Access
- Monitoring – Application insight, Alerts and Monitoring
- Azure Active Directory
- Azure Storage (inc ADLS Gen 2)
- WAFs
- Event Hubs
- Data Factory
- Data Bricks
- Logic Apps
- Azure Functions
- Networking Security Group (NSG)

Knowledge of tools and skills/languages required:

- Storage Accounts
- PowerShell
- SQL
- YAML
- Infra as a Code (IaaS) – ARM Templates, Terraform Templates
- Virtual Networks



- Virtual Machines
- Linux
- KeyVault
- .Net Stack
- SonarQube
- OWASP ZAP
- File Scanning Services
- Azure B2C
- Cloud services
- JSON

Team Structure

There are currently six development squads working on different projects. They are made up of a number of data engineers or software engineers and testers with the usual project staff such as Delivery Manager, Product Owner, Business Analyst and User Researcher etc. We expect to grow to a maximum of ten development squads and each will need infrastructure / DevOps engineer involvement. Some of this will be provided by the in-house Infra Engineers but others will need to be supported through contracted resource.

5.7 Working arrangements

5.8 This contract will need to ensure continuity of existing services and delivery of any new projects in flight at the time of commencement as well as the ability to flex resources as and when required depending upon demand via a staff bench to support that flex.

5.9 The Supplier will ensure all staff are as a minimum BPSS checked.

5.10 Engineers are expected to work on site alongside other team members where required. Current arrangements are for engineers to work in a blended model - on site for a minimum of 2 days per week.

5.11 The Service is expected to be delivered using an Agile methodology. This may vary between teams, but will generally be in the form of Scrum or Kanban and include sprint planning, backlog management etc.

5.12 A typical Agile approach for a DevOps engineer would include the following:

- Attend daily scrum meetings
- Participate in estimates and retrospectives etc
- Pick up the User Stories as agreed with the Product Manager
- Understand the US and discuss with the tech team lead where necessary
- Implement the changes using TDD where possible
- Run all tests



- Create a PR ensuring all tests pass in Azure DevOps
- Deploy to Azure and ensure QA has taken place

5.13 Knowledge transfer & exit planning

5.14 A full knowledge transfer process will be required upon contract exit to support any new supplier(s) that may be required to take over DevOps support in future. This is usually expected to include a two-month hand over period to any new supplier(s).

5.15 All engineers are expected to create the relevant supporting documentation for their services.

5.16 The supplier shall provide an exit transition plan no less than 3 months before contract end that will include but not be limited to:

- A timetable of events
- Resources
- Assumptions
- Activities
- Responsibilities
- Risks

5.17 Service Availability

5.18 The Service availability target for supported services is 99.5%.

5.19 Digital services (and the support for these services) are expected:

during the hours of 08:00 to 18:00 Monday to Friday, excluding English Bank holidays.



Attachment 2 – Charges and Invoicing

Payment

The payment profile for this Call-Off Contract is monthly in arrears. Other pricing and payment methods or a combination of pricing and payment methods to be agreed on each Statement of Work.

Call-Off Contract charges

The breakdown of the Charges is as in the following rate card.

Inside IR35

[REDACTED]

Outside IR35

[REDACTED]

Invoicing

The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of receipt of a valid invoice. Invoices will be sent to:

Data Science – [REDACTED]

Data Directorate - [REDACTED]

A copy of the invoice must also be sent to the work requester specified within the SOW/Purchase Order

All invoices must include:

- Invoice number
- Purchase order number
- Statement of Work Reference
- A breakdown of Supplier Charges by:
- Supplier Staff days
- Relevant rate payable
- Payable expenses (only if agreed in advance)



Crown
Commercial
Service

Payment will be made by BACS



Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
1	Onboarding	There is a risk that knowledge will be lost with the transition between suppliers	Ongoing	Unlikely		Knowledge transfer – disruption to BAU	Ensure there is a robust handover process and lead-time in place (4-weeks minimum) to ensure a successful handover.			Bramble Hub * [REDACTED]
2	Onboarding	There is a risk that 4-weeks may not be sufficient time to allow for a	Ongoing	Possible		Knowledge transfer – disruption to BAU	Ensure there is a robust handover process and lead-time in place (4-weeks minimum) to ensure a			Bramble Hub * [REDACTED]



		thorough handover.					successful handover.			

Part E – Early Termination Fee(s)

Not Applicable. Notwithstanding the foregoing, additional provisions relating to the termination of a Statement of Work are set out in Annex 3 - Supplier Additional Clauses.



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Service

Attachment 3 – Outline Implementation Plan





Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

The table below outlines the outcomes and KPI's to be delivered throughout the contract period. Service credits may be applied and outlined within the relevant Statement of Work.

Subject to the parties' mutual written agreement (not to be unreasonably withheld or delayed), the Department may amend these measures throughout the contract period and where applicable introduce service credits.



KPI/SLA	Service Area	KPI/SLA description	Frequency of Monitoring	Target
1	Successful Management of transition	The Supplier will stand up a team and ensure the successful transition from incumbent suppliers within 8 weeks of the contract commencing	Weekly	<p>Green – Successful transition and knowledge transfer accepted by customer</p> <p>Amber – Partial transition within 8 weeks – knowledge transfer partially complete but responsibility for Live running successfully handed over</p> <p>Red – Transition unsuccessful</p>
2	Timely replacement of departing personnel	Duration between departure of specialist team member and effective replacement at equivalent level	Monthly	<p>Green – 100% replacement before departure</p> <p>Amber – replacement within 1-10 working days from departure</p> <p>Red – replacement after 10 working days</p>
3	Statement of Work (SOW) response rate	Duration between the Buyer issuing the Supplier with a SOW and the Supplier providing a returned SOW with section 3.3 & 3.4 fully completed.	Monthly	<p>Green – Supplier response within 5 working days</p> <p>Amber – Supplier response between 6-10 working days</p> <p>Red – response after 10 working days</p>



4	Implementation of performance management measures for underperforming personnel.	Duration between notification of underperformance and implementation of performance improvement measures.	Monitored per issue raised.	<p>Green – Performance Management issues resolved within 1-10 days after being formally raised.</p> <p>Amber – Performance Management issues resolved within 11-15 days after being formally raised.</p> <p>Red – Performance Management issues resolved after 15 days after being formally raised.</p>
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Critical Service Level Failure

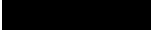
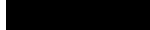
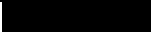
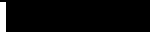
In relation to KPI/SLA 2 (***Timely replacement of departing personnel***), 3 (***Implementation of performance management measures for underperforming personnel***) and 4 (***Statement of Work (SOW) response rate***), a Critical Service Level Failure shall only be deemed to have occurred if the Supplier fails to adhere to the service level targets such that the failure is deemed Red, as defined against each KPI/SLA in the table above, and the Buyer has provided the Supplier with written notice of such failure.








Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
 Bramble Hub Limited		Contract Period
		Contract Period

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
				



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Attachment 6 – Software

Not Applicable

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

Not Applicable

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	To be confirmed
Supplier Members for the Operational Board	██████████
Frequency of the Operational Board	Monthly
Location of the Operational Board	To be agreed between the Buyer and the Supplier.

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

██████████

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

██████████

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

1.1.1.5 For each Statement of Work issued in accordance with this Call-Off Contract, the below table shall be reviewed and agreed with the Supplier and will apply to the Processing activities undertaken under that Statement of Work only.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • That which is processed through Submit Learner Data, the Learning Records Service and the Online Forms Platform. • That which is processed in the delivery of services as set out at Attachment 1 – Services Specification. • That which is processed in accordance with the individual Statement of Works. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract. <p><i>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 Buyer 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 Buyer]</i></p>
Duration of the processing	For the duration of this contract; that is 2 years + extension period of 12 months + 12 months if applicable.
Nature and purposes of the processing	<p>Details of the nature and purposes of personal data processing will be set out in the individual Statements of Works.</p> <p>Processing may include but is not limited to the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, and/or erasure or destruction of data (whether or not by automated means). The precise nature and purpose of the processing will be defined in the individual Statements of Work.</p> <p>Personal data processing will include:</p> <ul style="list-style-type: none"> • That which is processed through Submit Learner Data, the Learning Records Service and the Online Forms Platform. • That which is processed in the delivery of services as set out at Attachment 1 – Services Specification. • That which is processed in accordance with the individual Statement of Works.

Type of Personal Data	<p>As defined in the individual Statements of Works. Details of the types of personal data that may be processed are set out in the Learning Record Service</p> <p>Unique Learner Number Given Name Middle Names Family Name Preferred Given Name Previous Family Name Date of Birth Sex (although we label it gender) Address Postcode Email Address Unique Candidate Number Unique Pupil Number Qualification Award Date Grade/Outcome</p> <p>and Individualised Learner Record specifications.</p>
Categories of Data Subject	<p>As defined in the individual Statements of Works and may include:</p> <ul style="list-style-type: none"> • Learning Record Service which includes the personal data of learners from the age of 14+. • Submit Learner Data which includes the personal data of 16-19 learners and learners funded through Adult skills, Apprenticeships (incl higher and degree level apprenticeships), Community Learning, European Social Funding (ESF), Advanced Learner Loans.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>It is not expected that the Data Processor will retain any personal data processed through the Learning Records Service, Submit Learner Data or the Online Forms Platform in the delivery of this contract. If this is required, it will be clearly set out in the individual Statement of Work. Any data retained must be in accordance with DfE's agreed retention policies. The data security clauses within the contract must be adhered to for all data handling, deletion and destruction.</p>

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance management except for Commercially Sensitive Information	KPIs e.g. targets achieved	Microsoft Word or Excel	Monthly
Technical except for Commercially Sensitive Information	Information relating to Services provided (number of SOWs etc.)	Microsoft Word or Excel	Monthly
Call Off Contract Charges except for Commercially Sensitive Information	Call Off Contract Value e.g. charges invoices spend	Microsoft Word or Excel	Monthly

To be confirmed

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses



(Statement of Work
Template).docx



DevOps Alternative
Clauses - FINAL.docx



DevOps Call-off
terms - FINAL.docx

Annex 2 – ITT Response



{Redacted} Data
Science and Data Dir

Annex 3 – Supplier Additional Clauses



Order Form Annex 3
- FINAL.docx