
Digital Outcomes and Specialist Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

Part A - Order Form

Part B - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

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Part C - Terms and conditions as at www.gov.uk

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes
23. Termination

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- [24. Consequences of termination](#)
 - [25. Supplier's status](#)
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The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

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- Buyer and Supplier details
 - contract term
 - Deliverables
 - location
 - warranties
 - staffing needs
 - staff vetting procedure
 - notice period for termination
 - standards required (including security requirements)
 - charges, invoicing method, payment methods and payment terms
 - additional Buyer terms and conditions
 - insurances
 - business continuity and disaster recovery
 - security
 - governance
 - methodology
 - Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Cabinet Office
Supplier	MERCATOR IT SOLUTIONS LIMITED
Call-Off Contract/Project Ref.	WP1227
Call-Off Contract title	WP1227 Senior Software Engineer for CTS
Call-Off Contract description	Provision of a Senior Software Engineer for the Common Technology Services team. Supporting Government with the development, iterative improvement, deployment and management of common technology service products, specifically the cross-government wifi products.
<u>Call-Off Contract period</u>	3 months
Start date	05/01/2017
End date	04/04/2017
Call-Off Contract extension option	9 months
<u>Call-Off Contract value</u>	Initial value of £35,200 [REDACTED]
Charging method	

Capped time and materials (CTM)	
Price per story	
Time and materials (T&M)	X
Fixed price	
Other pricing method or a combination of pricing methods agreed by the parties	

Notice period for termination for convenience

20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement

Purchase order No.

TBC

Initial SOW package

[See schedule 3.1]

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

Project reference:

DOS-WP1227-01.

Buyer reference:

WP1227

Order date:

04/01/2017

Purchase order:

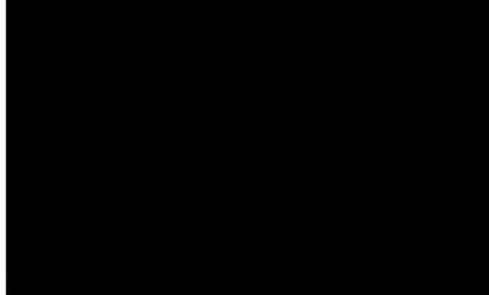
TBC

From: the Buyer

Cabinet Office.



To: the Supplier
Mercator IT Solutions Limited



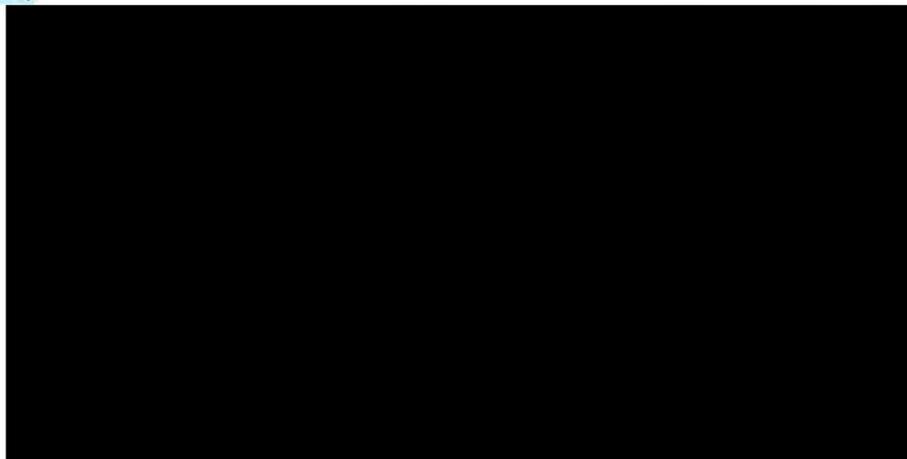
Together:

the "Parties"

Principle contact details

For the Buyer:
Name:
Title:
Email:
Phone:

For the supplier:
Name:
Title:
Email:
Phone:



Call Off Contract term

Commencement date: 05/01/2017 and is valid for 3 months subject to extension.

Buyer contractual requirements

Digital outcomes and specialists services required:

Provision of a Senior Software Engineer for the Common Technology Services team.

Warranty period

90 days from the date of Buyer acceptance of release.

Location:



Staff vetting procedures:

The level of clearance for this requirement is: Baseline Personnel Security Standard Cleared

Standards:

Not used

Limit on supplier's liability:

As per Call off Contract terms

Insurance:

As per Call off Contract terms

Supplier's information

Commercially sensitive information:

No additional requirements

Subcontractors / Partners:

No additional requirements

Call-Off Contract Charges and payment

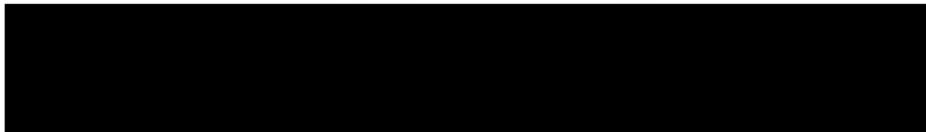
The method of payment for the Call-Off Contract Charges (GPC or BACS)



Invoice details

Invoices should include a breakdown of charges for the month period.

Who and where to send invoices to:



email addresses as follows:

Invoice information required – eg PO, project ref, etc.

WP1227 and PO number. Breakdown of charges for each calendar month.

Invoice frequency

Monthly in arrears or in line with completed SoW

Call-Off Contract value:

Initial value of £35,200

Call-Off Contract Charges:

Charging Method: T&M

Additional Buyer terms

Warranties, representations and acceptance criteria N/A

Supplemental requirements in addition to the call-off terms N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms N/A

Specific terms: N/A

Clause	Minimum number of days held within the Call-Off Contract
6 Warranties, representations	Remains Ninety (90) Days from date of Buyer acceptance of

and acceptance criteria	release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
33 Liability	Remains various shown within the Call-Off Contract terms

Formation of Contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:





Part B - The Schedules

Schedule 1 - Requirements

Link: <https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1528>

Government Digital Service

WP1227 Senior Software Engineer for CTS

Published	Monday 12 December 2016
Deadline for asking questions	Wednesday 14 December 2016
Closing date for applications	Monday 19 December 2016

Overview

Specialist role	Developer
Summary of the work	Supporting Government the development, iterative improvement, deployment and management of common technology service products, specifically the cross-government wifi products
Latest start date	3/1/2017
Expected contract length	3 Months
Location	London
Organisation the work is for	Government Digital Service

Organisation the work is for

Government Digital Service

About the work

Early market engagement

None.

Who the specialist will work with

GDS IT, CTS technical team, delivery managers, service managers, user researchers and service designers

What the specialist will work on

The specialist will work on supporting common technology products, specifically related to cross-government wifi service.

Work setup

Address where the work will take place

Working arrangements

On site 5 days a week

Security clearance

BPSS Cleared minimum

Additional information

Additional terms and conditions

Cabinet Office standard terms and conditions.

Skills and experience

Buyers will use the essential and nice-to-have skills and experience to help them evaluate suppliers' technical competence.

Essential skills and experience

- With the technical skills and experience requirements listed, we are looking for three to five years of demonstrable evidence across the technologies listed: Evidenced, extensive experience of PHP.
- Evidenced, extensive experience of Git(hub).
- Evidenced, extensive experience of database technologies like MySQL.
- Evidenced, extensive experience of authentication services e.g. RADIUS.
- Evidenced, extensive experience of cloud based services like AWS.
- Evidenced, extensive experience of Docker.
- Evidenced, extensive experience of Jenkins, writing automated tests.
- Evidenced, extensive experience of Terraform.
- Evidenced, extensive experience of Shell scripts.
- Evidenced, extensive experience of OOP
- An understanding of service management aspects of IT services
- Ability to present and communicate technical solutions to a non technical audience and potential customers
- Demonstrable experience of working in a strong agile and self organising team using agile practices such as Scrum and Kanban

Nice-to-have skills and experience

Has established relationships/networks within government

How suppliers will be evaluated

How many specialists to evaluate	15
Cultural fit criteria	<ul style="list-style-type: none">- Be able to work intergatively with direct team members and others within our organisation and other suppliers- Transparent and collaborative when making decisions- Have a no-blame culture and encourage people to learn from their mistakes- Challenge the status quo
Assessment methods	<ul style="list-style-type: none">• Work history• Interview• Scenario or test
Evaluation weighting	Technical competence 60% Cultural fit 20% Price 20%

Questions asked by suppliers

747 responses have been submitted yet

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

WP1227 Work history template - work history added - Mercator IT Solutions.xlsx

Sch 3.1 SOW Details

Date of SOW:	05/01/2017
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SOW Reference:	<i>DOS-WP1227-1</i>
Buyer:	<i>Cabinet Office</i>
Supplier:	<i>Mercator IT Solutions Limited</i>
Release Type(s):	<i>Delivery</i>
Phase(s) of Development:	<i>Live</i>
Release Completion Date:	<i>31/03/2017</i>
Duration of SOW	<i>62</i>
Charging Method(s) for this Release:	<i>Time and Materials</i>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

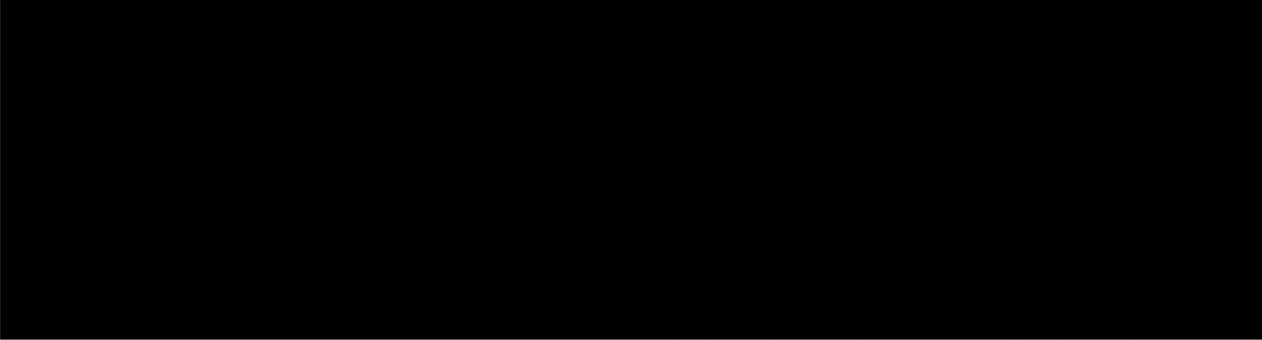
3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details
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Sch 3.3 Deliverables

3.3.1

- Design specification to enable procurement of technology in a Hub
- A financial cost model for technology in a Hub
- Reusable implementation plan for delivery of technology
- Providing advice and guidance to Crown Commercial and GPU on procurement of technology
- Provide a managed service for technology in Hubs

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract Charge
- Remainder of value under overall Call-Off Contract Charge

Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 The Supplier will, with prior agreement with the Customer, provide a suitably qualified person should there be an issue with any of their team, or if they are ill or on holiday for more than one week.

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5. Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the supplier:

Name and title

Signature and date

For and on behalf of the departmental Buyer:

Name and title

Signature and date

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

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

Guidance Note: Insert full details of the change including:

Reason for the change;

Full Details of the proposed change;

Likely impact, if any, of the change on other aspects of the Call-Off Contract;

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.

3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature:

X _____

Date:

[Click here to enter a date.](#)

Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

~~Signed by an authorised signatory to sign for and on behalf of the Supplier~~

Signature:

X _____

Date: [Click here to enter a date.](#)

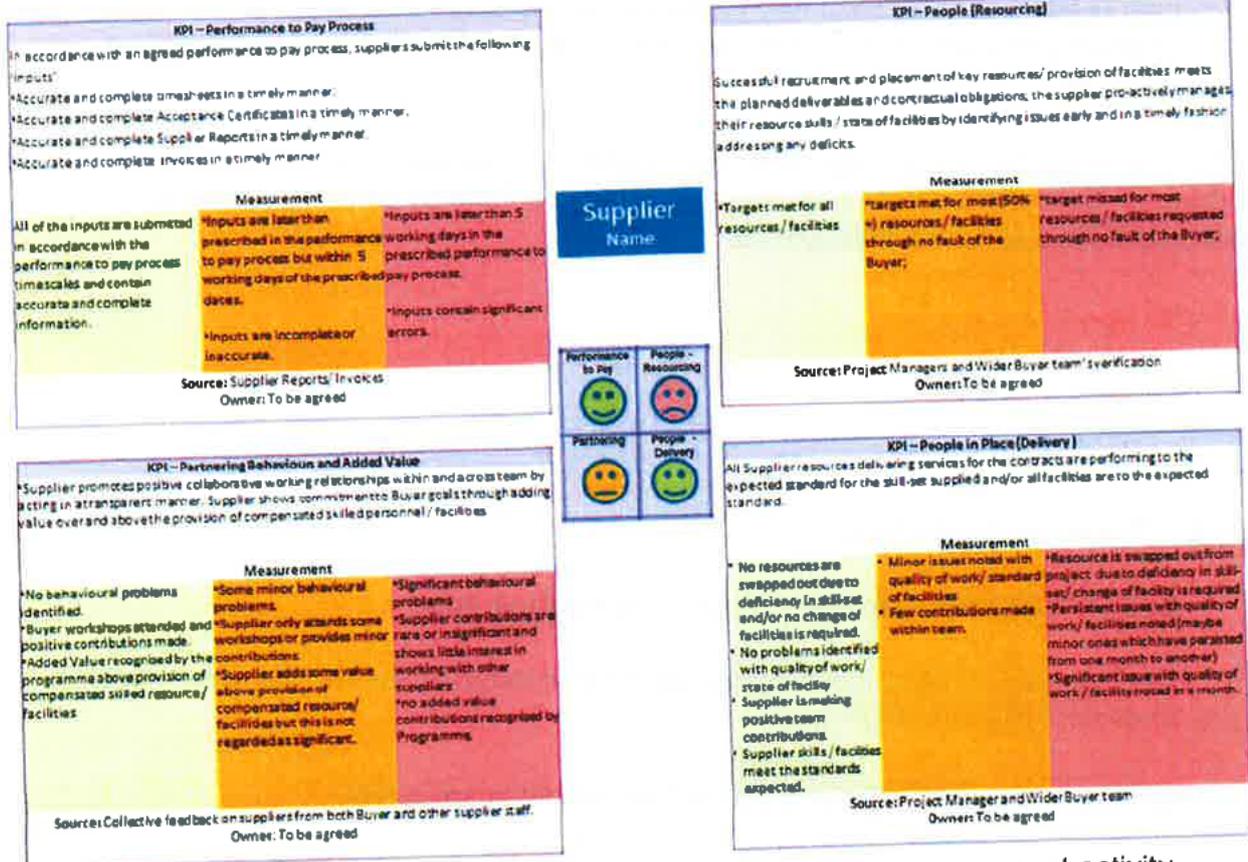
Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Schedule 5 - Balanced Scorecard

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

Balanced Scorecard



The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.

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2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
 3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator
 4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crownccommercial.gov.uk.

Part C – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 The term of this Call-Off Contract will end on the Call-Off Contract period end date listed in the Order Form, or the latest completion date for a Deliverable specified in the final SOW (unless terminated earlier), whichever is the soonest.

1.4 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of of both waterfall and agile methods, playing to their respective strengths.