
Digital Outcomes and Specialist Framework Agreement Call-Off Contract

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

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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 | Go Free Range | | | | | | | | | | |
| Call-Off Contract/Project Ref. | WP1277 | | | | | | | | | | |
| Call-Off Contract title | WP1277 - Manual format and Asset Manager | | | | | | | | | | |
| Call-Off Contract description | Manuals are to be migrated to the new publishing platform, and cost analysis of doing this. Migrate new assets to Asset Manager platform and third party server from Whitehall Publisher. | | | | | | | | | | |
| <u>Call-Off Contract period</u> | 6 months | | | | | | | | | | |
| Start date | 6/3/17 | | | | | | | | | | |
| End date | 6/9/17 | | | | | | | | | | |
| Call-Off Contract extension option | 6 months | | | | | | | | | | |
| <u>Call-Off Contract value</u> | Initial value of £190,800.00 (Maximum of 130 authorised working days @ █████ per day, per resource up to a maximum of three) subject to extension option | | | | | | | | | | |
| Charging method | <table border="1"><tr><td>Capped time and materials (CTM)</td><td></td></tr><tr><td>Price per story</td><td></td></tr><tr><td>Time and materials (T&M)</td><td>X</td></tr><tr><td>Fixed price</td><td></td></tr><tr><td>Other pricing method or a combination of pricing methods agreed by the parties</td><td></td></tr></table> | 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 | |
| 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 | Manuals are to be migrated to the new publishing platform, and cost analysis of doing this. Migrate new assets to Asset Manager platform and third party server from Whitehall Publisher. |
|----------------------------|--|

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

Project reference: DOS-WP1277

Buyer reference: WP1277

Order date: 02/03/2017

Purchase order: TBC

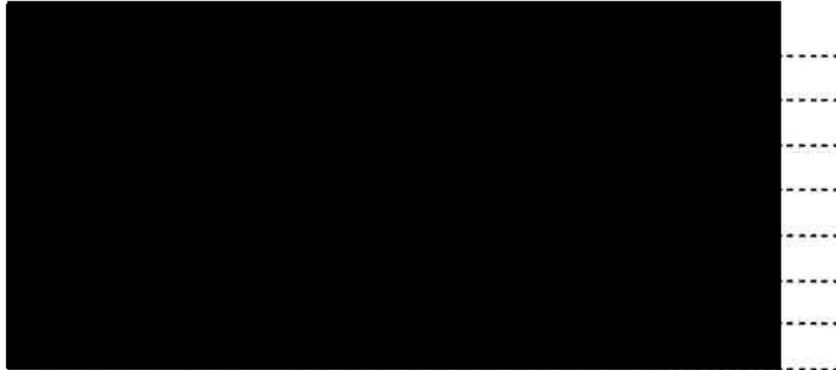
From: the Buyer
Cabinet Office.

To: the supplier
Go Free Range Ltd

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: 06/03/2017 and is valid for 6 months subject to extension

Buyer contractual requirements

Digital outcomes and specialists services required: For the provision of WP1277; Manual format and Asset Manager.

Warranty period 90 days from the date of Buyer acceptance of release.

Location: London

Staff vetting procedures: The level of clearance for this requirement is: BPSS clearance minimum.

Standards: A commitment to work to the ISO 27001: 2013 (Information Security) Standard

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

Should include the PO number, WP1277 and a full breakdown of the charges.

Who and where to send invoices to:



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

WP1277 number and PO number

Invoice frequency

Monthly in arrears or in line with completed SoW

Call-Off Contract value:

Initial value of £190,800 (Maximum of 130 authorised working days @ [redacted] per resource) subject to extension option

Call-Off Contract Charges: [redacted] per resource for 6 months.

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 and acceptance criteria | Remains Ninety (90) Days from date of Buyer acceptance of 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:

| | Supplier: GOFREERANGE | Buyer: CABINET OFFICE |
|----------------|---|-----------------------|
| Name: |  | |
| Title: | | |
| Signature : | | |
| Date: | | |

Part B - The Schedules

Schedule 1 - Requirements

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1735>

Schedule 2 - Supplier's response

2017-02-21 GDS - WP1277 - Proposal from Go Free Range Ltd

<https://drive.google.com/open?id=0BwD3UWnXjjaJeEZmanRtS05TWE0>

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

Sch 3.1 SOW Details

| | |
|---|---------------------------|
| Date of SOW: | <i>06/03/2017</i> |
| SOW Reference: | <i>DOS-WP1277</i> |
| Buyer: | <i>Cabinet Office</i> |
| Supplier: | <i>Go Free Range LTD</i> |
| Release Type(s): | <i>Delivery</i> |
| Phase(s) of Development: | <i>Alpha</i> |
| Release Completion Date: | <i>06/04/2017</i> |
| Duration of SOW | <i>24 working days</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 |
|-------------|-------------|----------------|
| | | |




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 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

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

[Redacted signature area]

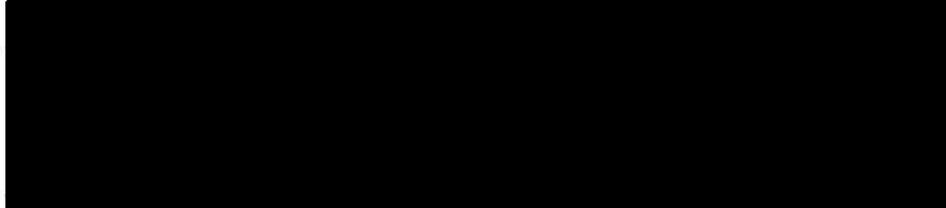
Signature and date



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;

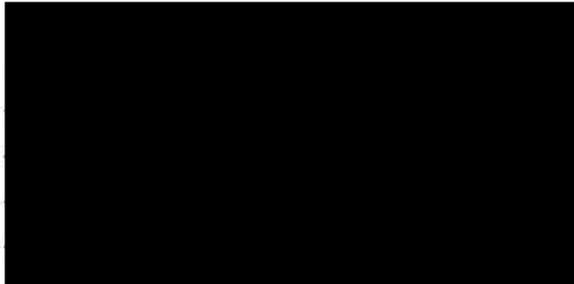
Full Details of the proposed change;

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:



Date:

Name:

Address:

.....
.....
.....
.....

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

Signature:



Date:

Name:

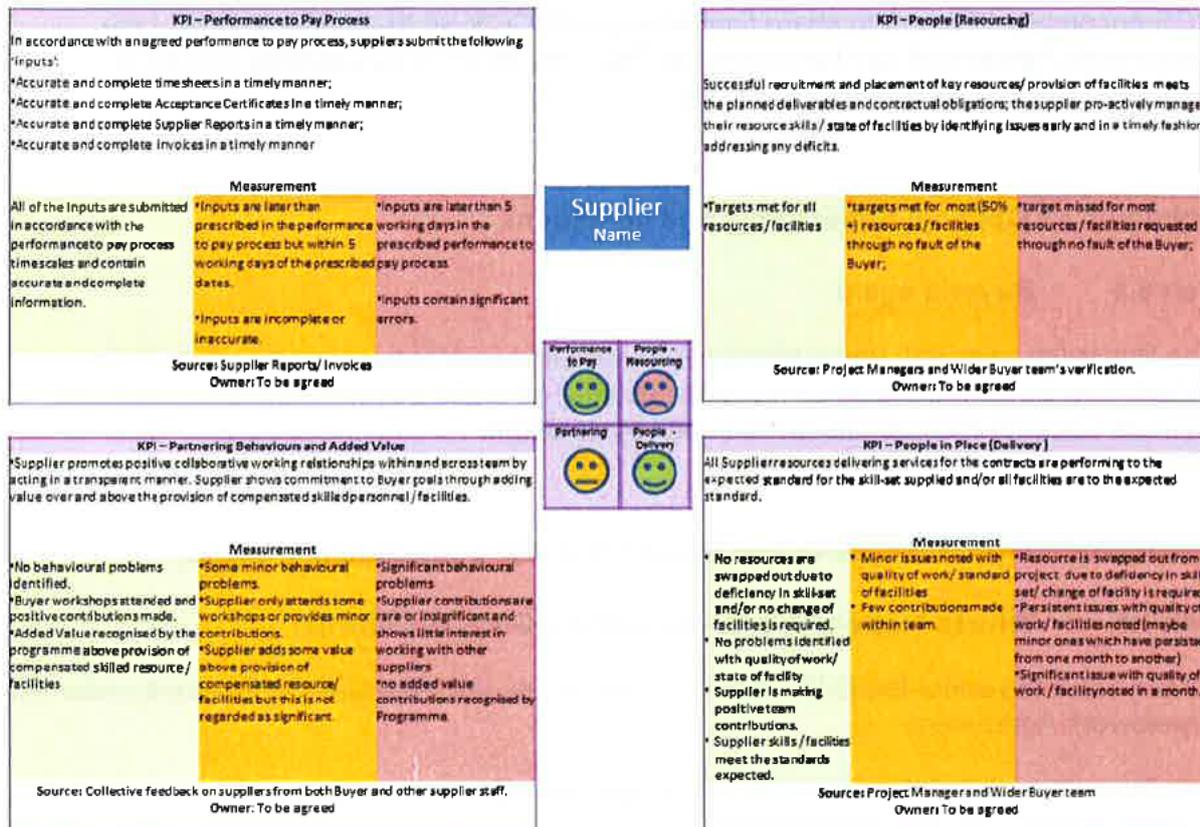
Address:

.....
.....
.....
.....

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.
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

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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.

Schedule 6 - Optional Buyer terms and conditions

Seh 6.1 Buyer's agent

~~The Buyer (as principal) has authorised [NAME OF AGENT] to act as agent on their behalf. The Buyer (as principal) remains liable for all of the Buyer obligations under this Call-Off Contract entered into on its behalf by its agent.~~

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

~~Seh 7.1 Who is responsible for awarding a Call-Off Contract~~

~~All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.~~

~~The Buyer may appoint an agent to act on their behalf.~~

~~CCS is not responsible for the actions of any Buyer.~~

~~Seh 7.2 Activity that may take place before Further Competition~~

~~Before starting a Further Competition, a Buyer will regularly undertake market engagement and publish a draft requirements document for Suppliers. These Suppliers may then give feedback in order to:~~

- ~~• help the Buyer understand the complexity of the work; and~~
- ~~• help improve the quality of the brief that will be issued pursuant the Further Competition.~~

~~Seh 7.3 Buyer reserves the right not to award~~

~~A Further Competition procedure may be cancelled at any time and the Buyer is not obliged to award a Call-Off Contract.~~

At any stage during the Further Competition, the Buyer may go back to any stage in the further competition process and amend their requirements if they consider that the further competition is not meeting their needs.

Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close through the Digital Marketplace. Questions and responses will be anonymised and made available to all Suppliers.

Seh 7.4 Right to change Further Competition process

GCS may change the Further Competition process and the tools used for evaluation at any time.

Seh 7.5 Lot 1: Digital outcomes Further Competition and Evaluation process

In order to complete the following Further Competition process, the Buyer will:

- a) Write a brief detailing their requirements and the outcome they want to achieve.
- b) Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:
 - the bid submission due date; and
 - the date range for any subsequent evaluation stages.
- c) Produce a list of all capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.
- d) Publish the brief and the evaluation process to the list of capable Suppliers
- e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to in order to proceed to the next stage.
- f) Review the list of interested Suppliers who both submitted a response and meet all essential criteria.
- g) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria further yes/no questions. This step may be repeated if necessary.

~~h) (Optional) Create a shortlist by asking all Suppliers who meet the essential criteria any qualitative questions relating to the brief.~~

~~i) Invite shortlisted Suppliers to a further evaluation. This may include any of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:~~

- ~~• providing a written proposal~~
- ~~• providing a case study or evidence of previous work~~
- ~~• a presentation~~
- ~~• a pitch~~
- ~~• an interview~~
- ~~• providing a reference.~~

~~j) Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.~~

~~k) Run financial due diligence if required on the provisionally successful Supplier(s).~~

~~l) Award a Call-Off Contract to the successful Supplier(s).~~

~~m) Notify unsuccessful Suppliers and provide the shortlisted Suppliers with feedback.~~

The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.

The Buyer will evaluate Suppliers' responses against the following criteria:

| Criteria | Weighting range (%) |
|------------------------------------|----------------------------|
| Technical merit and functional fit | 40–75 |
| Cultural fit | 5–20 |
| Price | 20–85 |
| TOTAL | 100% |

Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

If 2 or more Suppliers have the same score, the Buyer will use either:

- ~~• the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or~~
- ~~• require the tied Suppliers to provide best and final offers.~~

Seh 7.6 Lot 2: Digital specialists Further Competition and Evaluation process

In order to complete the following Further Competition process the Buyer will:

- a) Write a brief detailing their requirements and the Deliverables they need.
- b) Indicate their evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will take into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit bids. It will include:
 - the bid submission due date; and
 - the date range for any subsequent evaluation stages.
- c) Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.
- d) Send the brief and the evaluation process to the list of capable Suppliers.
- e) Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.
- f) Review the list of interested Suppliers who submitted a response and meet all essential criteria.
- g) (Optional) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step may be repeated if necessary.
- h) (Optional) If sufficient information is available to evaluate or the number of responses is manageable, go straight to evaluating Suppliers (point j).
- i) Invite shortlisted Suppliers to further evaluation to assess whether their proposed specialist is able to meet their requirements. This may include any or all of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:
 - providing a profile
 - providing a written proposal
 - providing a case study or evidence of previous work
 - a presentation
 - an interview
 - a test