Order Form

CALL-OFF REFERENCE: WP2113.1

CALL-OFF TITLE: WP2113.1, WP2113.2, WP2113.3 and

WP2113.4 Capability Delivery Partner for

GOV.UK Publishing Service

CALL-OFF CONTRACT

DESCRIPTION: The Contracting Authority is seeking delivery partners to work with GDS to provide whole or partial multi-disciplinary digital teams to work on outcomes that support the wider programme delivery in parallel to building sustainable in-house capability to further extend and run services post contract end.

The outcomes GDS want to achieve include the following. These will evolve as we perform ongoing user research, in order to better understand and meet the evolving needs of the publishing community:

- Updating and improving the Whitehall Publishing application to incorporate the <u>GOV.UK</u>
 <u>Design System</u>, and improving user journeys in Whitehall to make it easier for publishers
 to complete all publishing tasks.
- Ensuring publishing journeys meet evolving accessibility standards and at least <u>WCAG 2.1</u>
 AA accessibility, removing all legacy Bootstrap code from Whitehall.
- Migrating users from other publishing applications to consolidate publishing in Whitehall for government publishers and implementing the recommended changes to Content Strategy in Whitehall (Publishing application).
- Reduce errors in publishing by replacing and updating the software for managing assets and attachments in Whitehall.
- Update and improve the access management and permissions software for all publishing applications and other applications currently using the Signon application.
- Using recommendations from a discovery into permissions and publishing tasks as a starting point, this work will create a secure system for signing into publishing software making it possible for publishers to access and manage the content they need to.
- Explore and develop new content tools to reduce the ongoing cost of manual updates currently carried out by developers. This work will explore how we can replace processes

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and development work to most significantly reduce developer time spent on tasks where tooling (either built or bought) could enable publishers to self-serve.

• The expectation is to initially expand two established teams, so they are at full capacity and progressing work at pace by March 2023. As well as increasing capacity, the aim is to develop early joiners knowledge of the Publishing platform, so they are in a position to explain and delegate work to new teams which would onboard during 2023-24.

THE BUYER: Cabinet Office (Government Digital Service)

BUYER ADDRESS

Buyer's main address: Cabinet Office, I Horse Guards Road, London, SW1A 2HQ.

GDS: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

THE SUPPLIER: The Dextrous Web Ltd

SUPPLIER ADDRESS: Calls Landing, 36-38 The Calls, Leeds, LS2

7EW

REGISTRATION NUMBER: 6617101

DUNS NUMBER: 211267270

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01 February 2023.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 1: Digital Programmes

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions) RM6263
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 5 (Corporate Social Responsibility)
 - o Joint Schedule 6 (Key Subcontractors)

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- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- o Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)
 - [Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS AND SCHEDULES

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

Staff Vetting

- The Supplier shall comply and ensure that its subcontractors other than Cloud Service Providers ("Non-CSP subcontractors") comply with the following procedures with respect to the vetting of all staff engaged by the Supplier or its Non-CSP subcontractors in the delivery of the Services ("Supplier Staff")
- 2. Subject to paragraphs 3 to 5 the Supplier shall ensure that:
 - all Supplier Staff who are required to have security, architect development, coding or production platform access shall have passed SC clearance unless otherwise agreed by the Buyer; and
 - b. all other Supplier Staff who are engaged in the delivery of the Services shall have passed BPSS clearance unless otherwise agreed by the Buyer.
- 3. The Supplier will be deemed to be in compliance with paragraph 2 where the Supplier (or its

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Non-CSP subcontractor where applicable) has submitted an application for the necessary clearance prior to the relevant member of the Supplier Staff being assigned to the delivery of the Services PROVIDED THAT:

- a. the Supplier shall notify the Buyer if a member of the Supplier Staff has been refused the relevant clearance immediately on becoming aware of the same; and
- b. the Supplier shall immediately remove the relevant person from the delivery of the Services, if instructed to do so by the Buyer.
- 4. The Supplier shall ensure that all Supplier Staff are UK based unless otherwise agreed by the Buyer in accordance with this paragraph:
 - a. the Buyer is entitled to refuse to allow Supplier Staff to be based in any country the laws, practices or policies of which the Buyer (in its absolute discretion) considers to pose a potential threat to the Buyer or its business;
 - b. Where the Supplier wishes to engage Supplier Staff who are located in another country, the Supplier must undertake a staff vetting process which the Supplier has demonstrated (to the Buyer's reasonable satisfaction) is substantially equivalent to SC or BPSS clearance (as the case may be).
- 5. **Exceptions Process**. Notwithstanding paragraphs 2 to 4, the Buyer reserves the right (in its absolute discretion) to approve the appointment of any member of Supplier Staff taking account of such investigations or considerations as the Buyer's Information Assurance function sees fit to carry out or deems relevant.
- 6. The Supplier shall ensure that all records of vetting checks are accessible either via a certificated BPSS/SC document for the individual or in the form of a documented checklist. The Supplier must maintain records of all such checks and make them available to the Buyer for audit purposes on request.

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CALL-OFF START DATE: 01 February 2023

CALL-OFF EXPIRY DATE: 31 January 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 6 Months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: Up to £7,650,000.00 (excluding VAT)

KEY SUB-CONTRACT PRICE: The maximum value of contract will be £7,650,000.00 (excluding VAT). The Contract value from 01 February 2023 - 31 March 2023 will not exceed £1,200,000.00 (excluding VAT)

CALL-OFF DELIVERABLES

Option A: See below.

BUYER's STANDARDS

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

The Buyer requires the Supplier to comply with the following additional Standards:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
 - The Government Technology Code of Practice (https://www.gov.uk/government/publications/technology-code-of-practice)
 - The Government Service Standard and Service Manual (https://www.gov.uk/service-manual/service-standard)
 - Resources to be supplied in accordance with DDAT Competency framework guidelines:
 - https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework
 - NCSC Cyber Assessment Framework Guidance https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework
 - NCSC guidance https://www.ncsc.gov.uk/section/advice-guidance/all-topics
 - Minimum Cyber Security Standards
 https://www.gov.uk/government/publications/the-minimum-cyber-security-standard/
 the-minimum-cyber-security-standard
 - NCSC Cloud Security Principles

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https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles

- o ISO 270001
- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.
- Agreeing a Statement of Work
 - o Buyer to draft SOW with milestone deliverables for the outcome
 - o Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
 - Supplier to propose the team required to deliver the outcome.
 - Supplier will share costs, timelines and team profile
 - Buyer to agree the team proposed
 - SOW is signed

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract under clause 11.2 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

The Data Protection Liability Cap for the purposes of clause 11.6 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3,825.000.00 (excluding VAT) maximum Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

(1) Capped Time and Materials (CTM) as per Supplier's rate card supplied as part of the Supplier's written response. The Maximum Contract Value will be £7,650,000 (excluding VAT). The value of the Contract should not exceed £1,200,000.00 (excluding VAT) from 01 February 2023 - 31 March 2023.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

The Supplier will issue valid electronic invoices fortnightly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2113.1.

BUYER'S INVOICE ADDRESS:	
Name: Shared Service, BusinessOps and	
Email:	
Address:	

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BUYER'S AUTHORISED REPRESENTATIVE
BUYER'S ENVIRONMENTAL POLICY
Please find below the link to the Cabinet Office sustainable development policy:
https://intranet.cabinetoffice.gov.uk/task/sustainable-development/
BUYER'S SECURITY POLICY
Please see Annex 2.
SUPPLIER'S AUTHORISED REPRESENTATIVE
SUPPLIER'S CONTRACT MANAGER
PROGRESS REPORT FREQUENCY
On the 15th Working Day of each calendar month
PROGRESS MEETING FREQUENCY
Quarterly on the second Working Day of each quarter
KEY STAFF

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The Contracting Authority deems this a Contracted In Service (inside IR35). Suppliers are responsible for determining their worker status in accordance with IR35. We will be making IR determinations in a Statement of Work basis and confirm if the Contracted Service will be inside or outside IR35. whether there is a requirement to issue a Status Determination Statement]

KEY SUBCONTRACTOR(S)

•

COMMERCIALLY SENSITIVE INFORMATION

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

BALANCED SCORECARD

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

A. KPI: Performance to pay process

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

B. KPI: People (resourcing)

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

C. KPI: Partnering behaviours and added value

Met	Partially met	Not met
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- No behavioural problems identified
- Buyer workshops attended and positive contributions made
- Added value recognised by the programme above provision of compensated skilled resource/facilities
- Some minor behavioural problems
- Supplier only attends some workshops or provides minor contributions
- Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant
- Significant behavioural problems
- Supplier contributions are rare or insignificant and shows little interest in working with other suppliers
- No added value contributions recognised by the Programme

D.KPI: People in place (Delivery)

Met	Partially met	Not met
 No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required No problems identified with quality of work or state of facility Supplier is making positive team contributions Supplier skills or facilities meet the standards expected 	Minor issues noted with quality of work or standard of facilities Few contributions made within team	Resource is swapped out from project due to deficiency in skill-set or change of facility is required Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) Significant issue with quality of work or facility noted in a month

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements): Cyber Security Insurance with a minimum level of indemnity of £5 million.

GUARANTEE

N/A

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SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier: The Dextrous Web Ltd		For and on behalf of the Buyer: Cabinet Office	
Signature:		Signature:	
Name:		Name:	
Role:	Commercial Lead	Role:	Head of Commercial
Date:	6 February 2023	Date:	6th February 2023

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

Annex 1 (Statement of Work)

1. STATEMENT OF WORK (1. STATEMENT OF WORK ("SOW") DETAILS		
Upon execution, this SOW	forms part of the Call-Off Contract (reference below).		
are to be treated as individ	SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements dual requirements in their own right and the Parties should execute a separate SOW in atively agree a Variation to an existing SOW.		
All SOWs must fall within t	the Specification and provisions of the Call-Off Contact.		
	this SOW apply only in relation to the Deliverables detailed herein and will not apply to or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in		
Date of SOW:			
SOW Title:			
SOW Reference:			

Call-Off Contract Reference:				
Buyer:				
Supplier:				
SOW Start Date:				
SOW End Date:				
Duration of SOW:				
Key Personnel (Buyer)				
Key Personnel (Supplier)				
Subcontractors				
2. CALL-OFF CONTRA	CT SP	ECIFICATION - PROGRAMME CONT	EXT	
SOW Deliverables Background	[Insert details of which elements of the Deliverables this SOW will address].			
Delivery phase(s)	[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].			
Overview of Requirement	[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].			
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility:□ Self Directed Team:□ Rainbow Team:□			
3. BUYER REQUIREMI	3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description				
Milestone Ref	Mi	lestone Description	Acceptance Criteria	Due date

MS01			
MS02			
Delivery Plan			
Dependencies			
Supplier Resource Plan			
Security Applicable to SOW:	and Deliverables, have completed Sup (Security of Supplier Staff) of Part B – A Schedule 9 (Security). [If different security requirements than	Staff working on Buyer Sites and on Buyer olier Staff Vetting in accordance with Paragannex 1 (Baseline Security Requirements) of those set out in Call-Off Schedule 9 (Secul below and apply only to this SOW: [insert	raph 6 of Call-Off rity) apply
Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards	[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]		
Performance Management	[Insert details of Material KPIs that have a material impact on Contract performance] [Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced		
	Scorecard)]		
Additional Requirements	does not accurately reflect the data Pro	edule 11 (Processing Data) in the Call-Off Cocessor / Controller arrangements applicate mply with the revised Annex 1 attached to	ole to this
Key Supplier Staff	[<mark>Indicate</mark> : whether there is any require Statement]	ment to issue a Status Determination	

Worker Engagement Status	[<mark>Yes / No</mark>] [<mark>Insert</mark> details]
[SOW Reporting Requirements:]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is:
	The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.
Rate Cards Applicable	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] [Reimbursable Expenses are capped at [£[Insert] [OR [Insert]] percent ([X]%) of the Charges payable under this Statement of Work.] [None] [Buyer to delete as appropriate for this SOW]

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name and title Date Signature	
For and on behalf of the Buyer	Name and title Date Signature	

ANNEX 1

Data Processing

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

Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: • name and surname; • a home address; • an email address such as name.surname@company.com; • Phone number; • location data;
Duration of the Processing	For the duration of the contract term
Nature and purposes of the Processing	The nature of the Processing is to strategic goals to transform government publishing:
	 to provide and improve tools that help publishers make use of our design patterns, formats, and content types to publish content on GOV.UK to make the publishing service easier to operate and iterate by reducing duplication of data and other technical debt in our publishing platform, consolidating to fewer platforms to enable new workflows and operating model by improving access and permissions to empower GDS content teams with flexible tooling to meet complex needs without needing custom development remove the manual support burden on developers for publishing tools, by enabling publishers to do more

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Type of Personal Data	All Personal Data is as defined with Article 4 (1) of Data Protection Act 2018 (DPA 2018). including: name and surname; a home address; an email address such as name.surname@company.com; Phone number; location data;
Categories of Data Subject	Data subject is as defined within the Data Protection Act 2018. The Authority's Current personnel (including Contractors, Agency Workers and Temporary Workers) Customers Suppliers Application end-users Website end-users
	The Supplier shall return all Personal Data to the Buyer upon expiry or End of the Call-Off Contract and shall remove all Personal Data from the Supplier's Property in accordance with Good Industry Practice. Confirmation of deletion of data to be issued to the Buyer as requested.

Annex 2: Security Schedule

The Supplier and Subcontractor will ensure compliance with;

GDS Secure Developer Information Assurance Schedules

https://drive.google.com/file/d/1d9LV0RuIfEHHiKByRFZQImW7P4ClRhok/view?usp=sharing

Government Functional Security Standard No.7

https://www.gov.uk/government/publications/government-functional-standard-govs-007-security