

Digital Outcomes and Specialists 2 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 2 Framework Agreement (RM1043iv) 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)
- Schedule 8 - Deed of guarantee

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
24. Consequences of termination
25. Supplier's status
26. Notices
27. Exit plan
28. Staff Transfer
29. Help at retendering and handover to replacement supplier
- 30. Changes to Services**
- 31. Contract changes**
32. Force Majeure
33. Entire agreement
34. Liability
35. Waiver and cumulative remedies
36. Fraud

- 37. Prevention of bribery and corruption
- 38. Legislative change
- 39. Publicity, branding, media and official enquiries
- 40. Non Discrimination
- 41. Premises
- 42. Equipment
- 43. Law and jurisdiction
- 44. Defined Terms

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:

- 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	Department for Education										
Supplier	Softwire										
Call-Off Contract/Project Ref.	RD1000887										
Call-Off Contract title	National Pupil Database Data Matching/Processing/Collation - Discovery										
Call-Off Contract description	A Discovery to baseline the component parts of the existing DfE data matching, processing & collation capability										
Security Check Suspension Period	<p>The Buyer agrees that the Supplier may start work on the Services in advance of obtaining security clearance on the proviso that if any individual supplying the Services does not receive security clearance within 4 weeks of the contract start date:</p> <ul style="list-style-type: none"> a) The Services shall be suspended until such a time as a resolution has been agreed between the parties ("Security Check Suspension Period") b) All dates contained within this Contract (other than payment dates for invoices issued for work completed prior to the Security Check Suspension Period) shall be delayed by the length of the Security Check Suspension Period 										
<u>Call-Off Contract period</u>											
Start date	Monday 20 th November 2017										
End date	Friday 23 rd February 2018										
(Optional) Maximum Call-Off Contract Extension Period	<p>3 weeks from Monday 26th February 2018. Work during contract extension period will be on a time and materials basis at the rates below:</p> <table border="1"> <thead> <tr> <th>Role</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Director</td> <td>£1250</td> </tr> <tr> <td>Technical Architect</td> <td>£900</td> </tr> <tr> <td>Business Analyst / Domain Expert</td> <td>£900</td> </tr> <tr> <td>User Researcher / Product Manager</td> <td>£900</td> </tr> </tbody> </table>	Role	Rate	Director	£1250	Technical Architect	£900	Business Analyst / Domain Expert	£900	User Researcher / Product Manager	£900
Role	Rate										
Director	£1250										
Technical Architect	£900										
Business Analyst / Domain Expert	£900										
User Researcher / Product Manager	£900										

Latest Extension Period End Date	Friday 16 th March 2018										
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	Friday 9 th February 2018										
<u>Call-Off Contract value</u>	£146,600 (excluding VAT) plus expenses										
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></td> </tr> <tr> <td>Fixed price</td> <td>X</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)		Fixed price	X	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)											
Fixed price	X										
Other pricing method or a combination of pricing methods agreed by the parties											
Notice period for termination for convenience	4 weeks										
Purchase order No.	PO 41050002721										
Initial SOW package	<p><u>Discovery purpose</u></p> <p>Identify the best delivery routes for DfE's future need to collect, match, process, analyse and correct data relating to schools, pupils and performance in a cost effective, timely manner and to the necessary high standard.</p> <p><u>Scope of Work</u></p> <p>A discovery, during which Software will:</p> <ol style="list-style-type: none"> 1. Clearly and accurately map the 'as is' process and the end to end service architecture (currently provided through the contract supplied by RM Education Ltd) for each component part of the contract - i.e. matching, collection, processing, correcting, hosting & analyzing data. 2. Illustrate areas of complexity, challenge or risk for each component part of the contract. 										

3. Identify users and their needs in terms of the data assets the contracts provide
4. Provide insight into the potential options for the efficient delivery of the service as provided by the existing contract. (i.e. how DfE could build or procure service elements, or a combination of both)
5. Establish where there are 'pain points' and identify where DfE has choices and trade-offs between timeliness and quality to meet user needs.

Expected Artifacts (not exhaustive) include:

- **A user needs report:** summary of user needs for the data assets created under the NPDAAT contract across DfE's diverse stakeholder/user groups.
- **A data flows map(s):** diagram that enables the DfE to map how information flows from schools, authorities, and others through the processing through to the DfE and nature of these flows (e.g. type of information, cadence, quality, etc)
- **A service and data architecture diagram(s):** High, medium & low level diagram(s) of the current process and the current data structures to understand what is in place and highlight where potential risks and inefficiencies arise. (e.g. quality issues with importing and storing data, alignment to GDPR and the Data Protection Bill)
- **An options report and recommendations:** options for how to maximise effectiveness and efficiency of the data process and ensure data can be used to achieve DfE's mission, meet stakeholder/user needs and the Infosec requirements for pupil data. This will include supporting the DfE's service assessment to get through the alpha gateway.
- **An operational readiness report:** outlines the technical and skills capabilities required to run the future needs of the 'to be' world, and how well placed DfE are currently in terms of their capability to run such a service

Softwire will work on a fixed price, variable detail model. The level of detail to be provided in the Artifacts and activities will therefore be in accordance with the budget assigned to the Discovery i.e. 158 man-days.

In the event that the DfE requires additional detail / investigation on an aspect of the services or requires additional deliverables, the level of detail provided in other areas will be proportionately reduced.

Softwire will regularly inform the DfE of time spent on the Discovery.

Delivery Schedule

The activity and artefacts as described in 'Scope of Work' section to be completed by the end of Discovery.

Acceptance Criteria

Completion of all the activities, as described in 'Scope of Work' section, to a standard acceptable to the DfE Product Owner & SRO.

Production of the expected artefacts, as described in the 'Scope of Work' section, to a standard acceptable to the DfE Product Owner & SRO.

Location of Work

The Agile delivery team will be based in Sheffield but with travel to other DfE sites, particularly London, to meet key stakeholders.

Travel and subsistence expenses incurred when working outside of the M25 will be charged to the DfE in line with their existing travel policy – see 'Expenses' below

Period of Performance

Main contract: To cover the period 20/11/17 to 23/03/18

Optional extension: 21 days (during which work will be done on a time and materials basis) to cover the period 26/02/18 to 16/03/18

Miscellaneous

When working at DfE locations the supplier will endeavour to be present at the DfE location throughout the period 10am and 3.30pm and will avoid unnecessary travel during this period.

Special Requirements

N/A

Type of Contract/Payment Schedule

Type of Contract/Payment Schedule

Type of contract: Fixed price 14-week contract with a 3-week extension option that can be invoked by the DfE.

Payments Schedule:

£50,000 to be paid on 15/12/2017, subject to scope delivered to quality as agreed with Product Owner.

£50,000 to be paid on 12/1/2018 subject to scope delivered to quality as agreed with Product Owner.

£46,600 to be paid on 23/02/2018 subject to scope delivered to quality as agreed with Product Owner.

Expenses

Based on existing DfE policy – i.e.

Hotel Standard DfE limits are:

- Outside London UK £75.00

Standard Rail Travel only

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iv).

Project reference: DOS-4785.
Buyer reference: Department for Education.

Order date: RD1000887
Purchase order: 41050002721

From: the Buyer
Department for Education
St Paul's Place
125 Norfolk Street
Sheffield
S1 2FJ

To: the supplier
Softwire
110 Highgate Studios
53-79 Highgate Road
London
NW5 1TL
Supplier phone.

Company

number:3824658

Together: the "Parties"

Principle contact details

For the Buyer: Name: Iain Bradley
Title: Head of Data Modernisation Division
Email: Iain.bradley@education.gov.uk
Phone: Tel: 0114 274 2196 Mob: 07775 403970

For the Supplier
For the supplier: Name: Alex Wolff
Title: Head of Digital - Softwire
Email: Alex.Wolff@softwire.com
Phone: Tel : 020 7485 7500 ext 3178

Call-Off Contract term

Commencement date: 20 November 2017 and is valid until 23rd February 2018.

Maximum Extension Period: 3 weeks

Latest End date of any Extension Period: 16th March 2018.

Buyer contractual requirements

Digital outcomes and specialists services required:

For the provision of an agile discovery:

Project Director – responsible for the overall project. Will ensure that discovery aligns to the DfE’s needs and meets the objectives set out during Inception.

Technical Architect – is responsible for translating the user needs and requirements of NPD data into technical requirements and architecture diagrams.

Business Analyst / Domain Expert – is responsible for the day-to-day management of discovery. They will produce the core outputs and deliverables.

User Researcher / Product Manager – is responsible for planning and implementing our user research programme.

Warranty period

N/A

Location:

Sheffield (as home location)

Staff vetting procedures:

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

Standards:

Not used

Limit on supplier’s liability:

As per clause 34.

Insurance:

As per clause 10.

Supplier’s information

Commercially sensitive information:

Enter any additional requirements
None

Subcontractors / Partners:

Enter any additional requirements
Social Finance Limited, 131-151 Great Titchfield Street
London. W1W 5BB

Call-Off Contract Charges and payment

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

BACS

Invoice details

Enter information here

Who and where to send invoices to:

Richard Machen – richard.machen@education.gov.uk

Invoice information required – eg PO, project ref, etc.	PO Number –41050002721 Project Ref Number: RD1000887
Invoice frequency	4 weekly
Call-Off Contract value:	£146,600 + expenses

Call-Off Contract Charges:

Type of contact: Fixed price 14-week contract with a 3-week extension option that can be invoked by the DfE.

£50,000 to be paid on 15/12/2017, subject to scope delivered to quality as agreed with Product Owner.

£50,000 to be paid on 12/1/2018 subject to scope delivered to quality as agreed with Product Owner.

£46,600 to be paid on 23/02/2018 subject to scope delivered to quality as agreed with Product Owner.

Additional Buyer terms

Warranties, representations and acceptance criteria	The Supplier warrants and undertakes to the Buyer that: Not used
Supplemental requirements in addition to the call-off terms	Not used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not used
Specific terms:	Not used

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
29 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
31 Contract Changes	Remains Five (5) Working Days
32 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
34 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), the Schedules (Part B) and the Call-Off Contract terms and conditions (Part C) 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 Section 3 of 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 of the terms and conditions set out in Part C. 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 RM1043iv (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.

Release Completion Date:	<i>Please enter the Release Completion Date</i>
Duration of SOW	Monday 20 th November 2017 to Friday 23 rd February 2018
Charging Method(s) for this Release:	<i>Fixed price, variable detail</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
Ian Bradley	DfE SRO	
Seb Tallents	DfE Service Manager	
Chris Kirby	DfE Delivery Lead	
Richard Machen	DfE Product Owner	
Ben Memmott	DfE Business Analyst	
Alex Wolff	Softwire Head of Digital	
Andy Patterson	Softwire Technical Architect	
Daniel Miodovnik	Softwire Project Lead	
Kaj Siebert	Softwire Data lead	
Ashni Shah	TBC	

Marie Alphie Dallest	TBC	
David Broder-Rogers	TBC	
Thomas Corfield	TBC	

Sch 3.3 Deliverables

3.3.1 To be added in agreement between the Buyer and Supplier

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 value
- Remainder of value under overall Call-Off Contract Charge

Where:

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

- Whether there is any risk of exceeding Overall Call-Off Contract value (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. Call-Off Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

Sch 3.6. 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 Tom Steer - Director

Signature and date

x  _____

For and on behalf of the departmental Buyer:

Name and title Iain Bradley – Head of Data Modernisation

Signature and date

x  _____

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):