
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)

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

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- [23. Termination](#)
 - [24. Consequences of termination](#)
 - [25. Supplier's status](#)
 - [26. Notices](#)
 - [27. Exit plan](#)
 - [28. Help at retendering and handover to replacement supplier](#)
 - [29. Changes to Services](#)
 - [30. Contract changes](#)
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 - [32. Entire agreement](#)
 - [33. Liability](#)
 - [34. Waiver and cumulative remedies](#)
 - [35. Fraud](#)
 - [36. Prevention of bribery and corruption](#)
 - [37. Legislative change](#)
 - [38. Publicity, branding, media and official enquiries](#)
 - [39. Non Discrimination](#)
 - [40. Premises](#)
 - [41. Equipment](#)
 - [42. Law and jurisdiction](#)
 - [43. 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:

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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	Equal Experts UK Limited								
Call-Off Contract/Project Ref.	WP1162								
Call-Off Contract title	Equal Experts UK Limited								
Call-Off Contract description	Provision of a WebOps Specialist PaaS								
Call-Off Contract period	6 months with a 3 month review point								
Start date	05/01/2017								
End date	04/07/2017								
Call-Off Contract extension option	6 months								
Call-Off Contract value	Initial value of £94,500 [REDACTED]								
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> </table>	Capped time and materials (CTM)		Price per story		Time and materials (T&M)	X	Fixed price	
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-WP1162-01.

Buyer reference: WP1162

Order date: 15/12/2016.

Purchase order: TBC

From: the Buyer
Cabinet Office.



To: the supplier:

EQUAL EXPERTS UK LIMITED

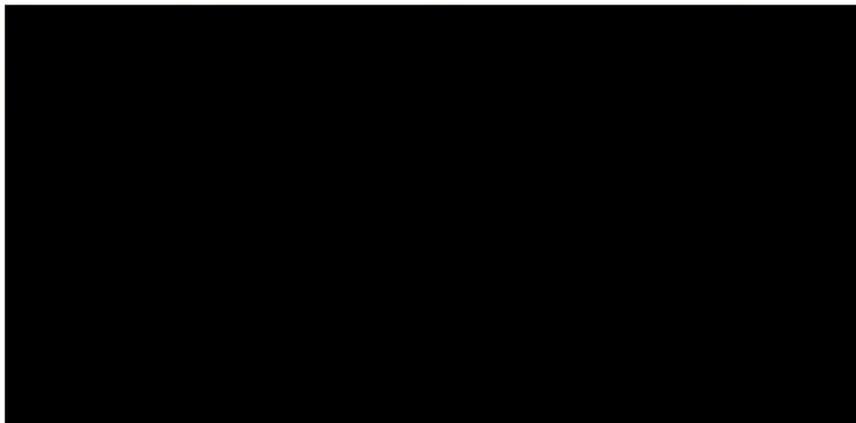


Together: the "Parties"

Principle contact details

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

For the Name:
supplier Title:
Email:
Phone:



Call Off Contract term

Commencement date: 05/01/2017 and is valid for 6 months subject to extension.

Buyer contractual requirements

Digital outcomes and specialists services required: For the provision of a WebOps specialist for the PaaS team

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

Location: [Redacted]

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

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) BACS [Redacted]

Invoice details Include a breakdown of monthly charges

Who and where to send invoices to: Email electronic invoices to the GDS Delivery Manager and [Redacted]

Invoice information required – eg PO, project ref, etc. WP1162 and PO number

Invoice frequency Monthly in arrears or in line with completed SoW

Call-Off Contract value: Initial value of £94,500 [REDACTED]

Call-Off Contract Charges: [REDACTED]

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
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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

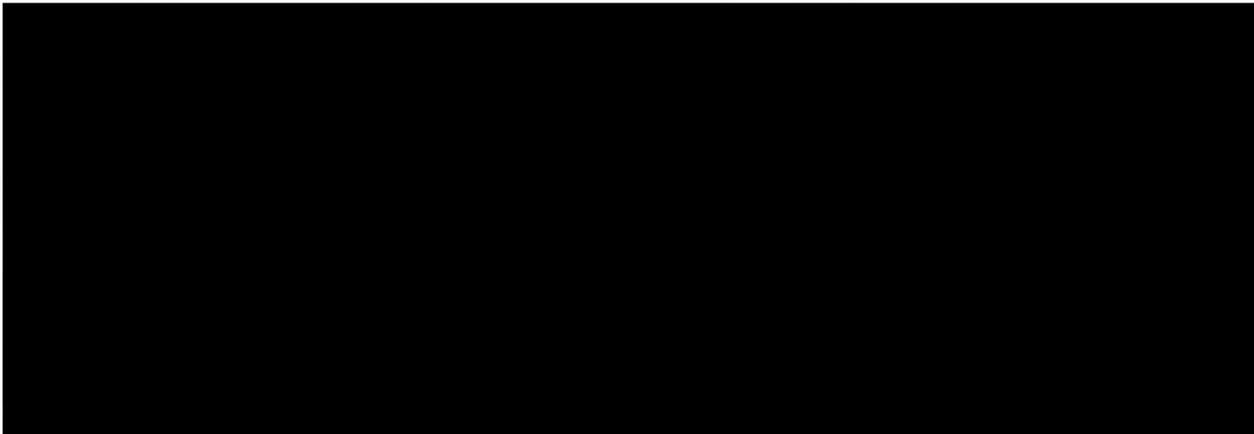
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 In 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:

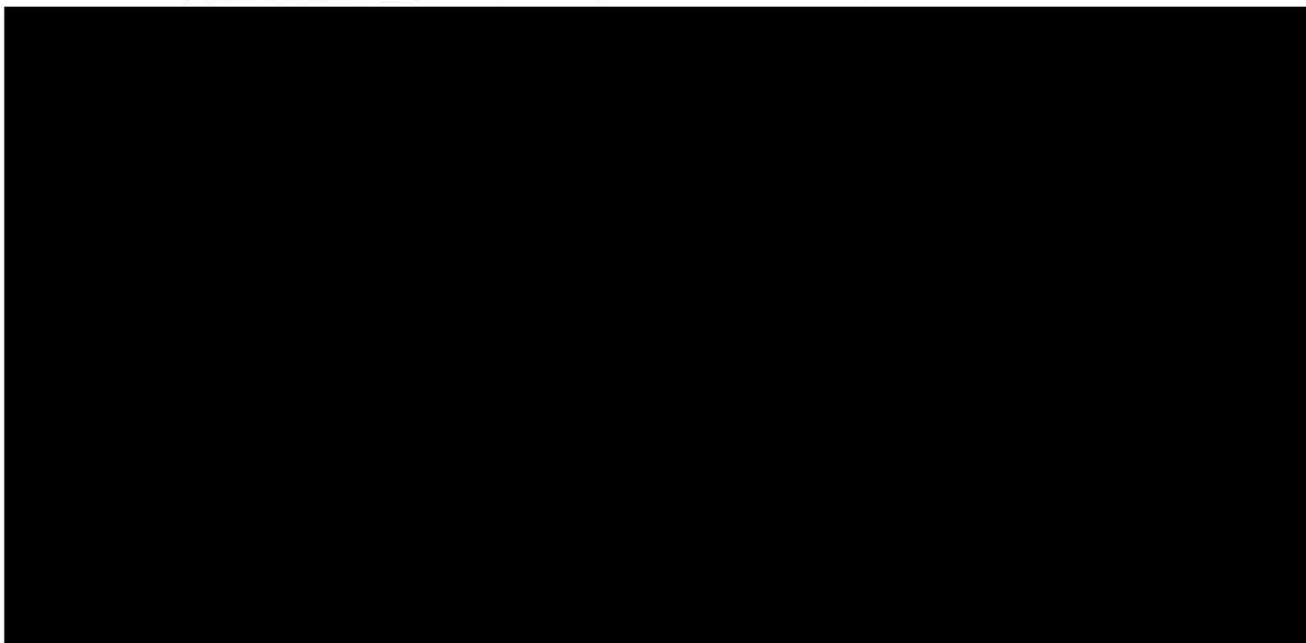


Part B - The Schedules

Schedule 1 - Requirements

WP1162 WebOps Specialist PaaS

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1399>



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

- Experience collaborating closely with colleagues in order to meet users' needs
- Experience debugging a complex, multi-server service in a high availability production environment. Please give examples.
- Experience using several languages such as Ruby, Python, Go, and Java within an existing, production codebase
- Experience of developing/operating a PaaS with Cloudfoundry and BOSH and using in a production environment. Please give examples.
- Experience of commodity cloud providers such as AWS in a production system. Please give examples.
- Using Terraform as a configuration management tool in a complex production environment.
- Experience of setting up and using a continuous delivery and deployment pipeline using Concourse, in a production environment. Please give examples.
- Experience of deploying Datadog as a monitoring solution. Please give an example.
- Please give an example of using continuous integration and version control (git, svn, bsr, mercurial) to create an application deployment workflow to a production environment.
- Evidence/examples of a rigorous approach to software development (TDD, code review, pairing)
- Experience and ability to develop tooling for automation and provisioning. Please give examples.

Nice-to-have skills and experience

- Proven interest in DevOps, and infrastructure as code.
- Experience of the process of adding features to open source software and the approach to documentation
- Experience administering common open source databases like Postgres, MongoDB, Redis etc. in a production environment. Please give examples.
- Experience supporting a production environment and supporting technical customers/users
- Experience of working in multiple agile teams, please give examples.
- Experience of using other CM tools such as such as Puppet, Chef, Ansible, Salt, in a production environment. Please give examples

Schedule 2 - Supplier's response



WP1162 Work history
(Equal Experts UK L

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

Sch 3.1 SOW Details

Date of SOW:	<i>05/01/2017</i>
SOW Reference:	<i>DOS-WP1162-1</i>
Buyer:	<i>Cabinet Office</i>
Supplier:	<i>EQUAL EXPERTS UK 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:



Sch 3.3 Deliverables

- 3.3.1 The addition of Redis Backing Service
- 3.3.2 Self Service SSL Cert Management
- 3.3.3 The addition of MongoDB as a Backing Service
- 3.3.4 Self Service User Management
- 3.3.5 Improved Backing Service Monitoring
- 3.3.6 Operation and support of the platform including out of hours support
- 3.3.7 Providing skills transfer to public servants on the team.
- 3.3.8 Further items may be added following 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:

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- 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.

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



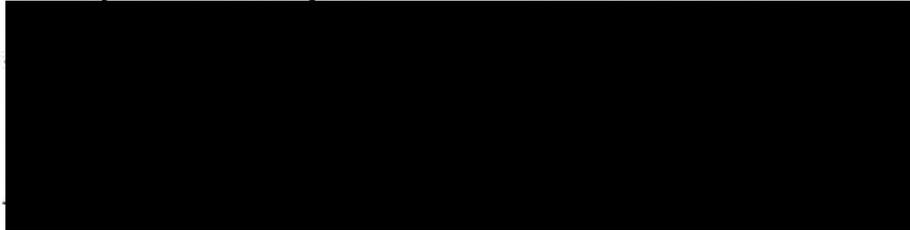
Signature and date



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

<p>KPI – Performance to Pay Process</p> <p>In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':</p> <ul style="list-style-type: none"> *Accurate and complete timesheets in a timely manner; *Accurate and complete Acceptance Certificates in a timely manner; *Accurate and complete Supplier Reports in a timely manner; *Accurate and complete invoices in a timely manner <p>Measurement</p> <table border="1"> <tr> <td>All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.</td> <td>*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed pay process.</td> <td>*Inputs are later than 5 working days in the prescribed performance to pay process.</td> </tr> <tr> <td></td> <td>*Inputs are incomplete or inaccurate.</td> <td>*Inputs contain significant errors.</td> </tr> </table> <p>Sources: Supplier Reports/Invoices Owner: To be agreed</p>	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 pay process.	*Inputs are later than 5 working days in the prescribed performance to pay process.		*Inputs are incomplete or inaccurate.	*Inputs contain significant errors.	<p>Supplier Name</p>	<p>KPI – People (Resourcing)</p> <p>Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.</p> <p>Measurement</p> <table border="1"> <tr> <td>*Targets met for all resources/ facilities</td> <td>*Targets met for most (SOH) resources/ facilities through no fault of the Buyer;</td> <td>*Targets missed for most resources/ facilities requested through no fault of the Buyer;</td> </tr> </table> <p>Sources: Project Managers and Wider Buyer team's verification. Owner: To be agreed</p>	*Targets met for all resources/ facilities	*Targets met for most (SOH) resources/ facilities through no fault of the Buyer;	*Targets missed for most resources/ facilities requested through no fault of the Buyer;																
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<p>KPI – Partnering Behaviours and Added Value</p> <p>Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.</p> <p>Measurement</p> <table border="1"> <tr> <td>*No behavioural problems identified.</td> <td>*Some minor behavioural problems.</td> <td>*Significant behavioural problems.</td> </tr> <tr> <td>*Buyer workshops attended and positive contributions made.</td> <td>*Supplier only attends some workshops or provides minor contributions.</td> <td>*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers.</td> </tr> <tr> <td>*Added Value recognised by the programme above provision of compensated skilled resource/ facilities</td> <td>*Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant.</td> <td>*No added value contributions recognised by Programme.</td> </tr> </table> <p>Sources: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed</p>	*No behavioural problems identified.	*Some minor behavioural problems.	*Significant behavioural problems.	*Buyer workshops attended and positive contributions made.	*Supplier only attends some workshops or provides minor contributions.	*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers.	*Added Value recognised by the programme above provision of compensated skilled resource/ facilities	*Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant.	*No added value contributions recognised by Programme.	<table border="1"> <tr> <td>Performance to Pay</td> <td>People - Resourcing</td> </tr> <tr> <td>Partnering</td> <td>People - Delivery</td> </tr> </table>	Performance to Pay	People - Resourcing	Partnering	People - Delivery	<p>KPI – People in Place (Delivery)</p> <p>All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.</p> <p>Measurement</p> <table border="1"> <tr> <td>*No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.</td> <td>*Minor issues noted with quality of work/ standards of facilities</td> <td>*Resource is swapped out from project due to deficiency in skill set/ change of facility is required</td> </tr> <tr> <td>*No problems identified with quality of work/ state of facility</td> <td>*Few contributions made within team.</td> <td>*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)</td> </tr> <tr> <td>*Supplier is making positive team contributions.</td> <td></td> <td>*Significant issue with quality of work/ facility noted in a month.</td> </tr> <tr> <td>*Supplier skills/ facilities meet the standards expected.</td> <td></td> <td></td> </tr> </table> <p>Sources: Project Manager and Wider Buyer team Owner: To be agreed</p>	*No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.	*Minor issues noted with quality of work/ standards of facilities	*Resource is swapped out from project due to deficiency in skill set/ change of facility is required	*No problems identified with quality of work/ state of facility	*Few contributions made within team.	*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)	*Supplier is making positive team contributions.		*Significant issue with quality of work/ facility noted in a month.	*Supplier skills/ facilities meet the standards expected.		
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The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators,