

# **Digital Outcomes and Specialists 5 (RM1043.7)**

# Framework Schedule 6 (Order Form)

Version 2

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### Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules) – TBC at contract award.

**Order Form** 

Call-Off Reference: CCZN21A57

Call-Off Title: The Provision of Contracts Finder and Find a Tender Service

**Call-Off Contract Description:** Cabinet Office is contracting for the ongoing provision, maintenance and development of two existing e-notification services, <u>Contracts Finder</u> (CFS) and <u>Find a Tender</u> (FTS).

Both CFS and FTS are live and operational in public beta. The successful supplier will also be required to develop new functionality to support procurement reform.

The Buyer: Cabinet Office

Buyer Address: Rosebery Court, St Andrews Business Park, Norwich NR7 0HS

The Supplier: NQC Ltd

**Supplier Address:** Ground Floor, Paragon Mill, Jersey Street, Manchester, M4 6JA, sales@nqc.com

Registration Number: 04854362

DUNS Number: 735930476

Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules)

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 14/06/2023. It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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

Lot 1 - Digital Outcomes

#### **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:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) RM1043.7

Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - o Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - o Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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 Start Date: 16/06/2023 Call-Off Expiry Date: 15/06/2025 Call-Off Initial Period: 2 Years Call-Off Optional Extension Period: 6 months Minimum Notice Period for Extensions: 1 month Call-Off Contract Value: up to £4,000,000 Ex-Vat

#### **Call-Off Deliverables**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

#### **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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

N/A

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is up to  $\pounds 2,000,000$  Insert Estimated Charges in the first 12 months of the Contract.

#### **Call-Off Charges**

1 Time and Materials (T&M)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

#### **Reimbursable Expenses**

None

#### **Payment Method**

Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique Purchase Order (PO) Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone

number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices

may be sent back to you, which may lead to a delay in payment.

Payments will be BACS in arrears.

Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.

#### **Buyer's Invoice Address**

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

**Buyer's Authorised Represefntative** 

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

Supplier's Authorised Representative

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

Supplier's Contract Manager

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

#### **Progress Report Frequency**

On the first Working Day of each calendar month

#### **Progress Meeting Frequency**

Quarterly on the first Working Day of each quarter

#### **Key Staff**

No specific staff named.

#### **Key Subcontractor**

Cloud hosting services

Google Cloud EMEA Limited Velasco Clanwilliam Place Dublin 2 Ireland

#### **Commercially Sensitive Information**

Not applicable (Suppliers Price breakdown and Tender Details are confidential and will not be shared)

#### **Balanced Scorecard**

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

#### **Material KPIs**

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

#### **Additional Insurances**

Not applicable

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#### Guarantee

Not applicable

#### **Social Value Commitment**

Not applicable

#### **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:

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

For and on behalf of the Buyer:

**REDACTED TEXT under FOIA Section 40, Personal Information.** 

Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules)

### Appendix 1 – SOR

Note:

This is the first Statement of Works 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)

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



# **Bid Pack**

# **Statement of Requirements**

Contract Reference: CCZN21A57 – The Provision of Contracts

Finder and Find a Tender Service

# 1. PURPOSE

- 1.1 This paper sets out the case to put in place a new contract for the provision and development of the Contracts Finder (CFS) and Find a Tender (FTS) services.
- 1.2 The existing Digital Outcomes and Specialists (DOS) contract for the provision of the CFS and FTS expires on 9 July 2022. Following delays due to the lengthened Spending Review approvals, a new contract is required to be in place as soon as possible.

# 2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 Cabinet Office will act as the Contracting Authority.

# 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF RE-QUIREMENT

- 3.1 In 2017, as part of work to prepare for the UK's forthcoming exit from the European Union, the need for a new UK wide procurement portal was identified. Find a Tender was designed to ensure the UK's public procurement regime would continue to function effectively and efficiently from EU exit day. Additionally, FTS acts as the UK's single point of access for public procurement, an essential requirement of the UK's membership of the Government Procurement Agreement (GPA).
- 3.2 Contracts Finder was established by the Coalition government in 2011. It is used to advertise public sector procurements to SMEs and provide greater accountability to the taxpayer by providing transparency of contract opportunities and awards across the public sector.
- 3.3 This work was previously funded via EU Exit monies. The Cabinet Office owns both services.
- 3.4 Use of both services by UK contracting authorities is a legal requirement as outlined in the Public Contract Regulations 2015.
- 3.5 A joint Cabinet Office and Crown Commercial Service Team manage the provision and development of FTS and CFS. Cabinet Office provides project, Financial and Stakeholder Management, CCS is responsible for providing Delivery and Product Management, as well as User Research and Business Analysis support. This team is well established and has successfully delivered the development and launch of FTS as well as the ongoing management of Contracts Finder.
- 3.6 With the UK having now exited the Transition Period, there is increased scope for development and improvement of both systems. Both FTS and CFS will be key enablers of the Government's Procurement Rules Reform agenda and we are working alongside Cabinet Office Commercial Policy on delivery of this priority.
- 3.7 Suppliers will be asked to demonstrate commitment to the 'Public Services (Social Value) Act 2012' by providing management information (as at section 8) and details of commitments (as at section 11).

# 4. **DEFINITIONS**

Expression or Acronym	Definition
Authority	means the Contracting Authority. In this case, the Cabinet Office
Parties	means the Authority and the Supplier collectively

Office Hours	means 08:00 until 18:00 Monday to Friday, excluding Public Holidays
FTS	means the Find a Tender service
CFS	means the Contracts Finder service
DFP	means Data Feed Provider, a third party system that sends
	information to Contracts Finder
ITHC	means IT Health Check
OCDS	means Open Contracting Data Standards
API	means Application Programming Interface

# 5. SCOPE OF REQUIREMENT

- 5.1 The scope covers both the Contracts Finder and Find a Tender services.
- 5.2 The requirement for both services includes, but is not limited to;
  - 5.2.1 Hosting.
  - 5.2.2 3<sup>rd</sup> line technical Support.
  - 5.2.3 Development work and releases including testing.
  - 5.2.4 User Centric Design content / interaction / service designer.
  - 5.2.5 System improvements, system integration and policy initiative implementation.
  - 5.2.6 Technical Architecture.
  - 5.2.7 Security.
  - 5.2.8 Infrastructure support and implementation.
- 5.3 The authority will provide the following roles:
  - 5.3.1 Delivery Management
  - 5.3.2 Product Management.
  - 5.3.3 User research.
  - 5.3.4 Business Analysis.
  - 5.3.5 User Acceptance Testing.
  - 5.3.6 1<sup>st</sup> and 2<sup>nd</sup> line support.
- 5.4 The supplier can optionally provide its own User Research and Business Analysis, in addition to those provided by the Authority.

# 6. THE REQUIREMENT

- 6.1 Provide resilient hosting of one (each) production environment, and two (each) testing environments for both of the FTS and CFS services. Totalling six environments. Additional environments of a comparable scale will be required during the life of this contract to support the development of Procurement Reform requirements. Suppliers are expected to provide a breakdown of price per environment.
- 6.2 Provide development resources to deliver sprint activity and releases to the services as identified by the project requirements. This will include but not be limited to;
  - 6.2.1 improving existing functionality (e.g. notice submission)
  - 6.2.2 implementing new policy initiatives (e.g. outputs of Government's Green Paper on Procurement Reform)

- 6.2.3 improving the level of connectivity between FTS and CFS to enhance the user experience.
- 6.3 Provide and maintain all existing functionality of both FTS and CFS, unless explicitly instructed to depreciate any by the authority.
- 6.4 Provide and maintain all existing methods of notice submission to both FTS and CFS, including UI, API, email, unless explicitly instructed to depreciate any by the authority.
- 6.5 Provide and maintain all existing methods of data output for both FTS and CFS, including OCDS API, Data.gov xml outputs, csv downloads, unless explicitly instructed to depreciate any by the authority.
- 6.6 Provide office hours technical customer support to manage and respond to user queries.
- 6.7 Provide office hours technical support to integrated third party services (eSenders / DFPs) to resolve any connectivity or data output issues.
- 6.8 Provide office hours technical support to onboard new third party services (eSenders / DFPs).
- 6.9 Provide architectural, infrastructure and security expertise to ensure the service adheres to the Authority's standards as appropriate.
- 6.10 Provide input into the sites' Business Continuity arrangements, including the provision of an out of hours emergency contact number.
- 6.11 Work with the Authority's existing structure and systems, including the use of Jira for sprint management.

# 7. KEY MILESTONES AND DELIVERABLES

Milestone / Deliverable	Description	Timeframe or Delivery Date
1	To have scoped the project and completed the inception phase	Within week 1 of Contract Award
2	Agreed, understood and documented the required ways of working and key outputs and timelines for delivery.	Within week 2 of Contract Award
3	Supplier to have completed handover from the incumbent and taken on full	Within month 4 of Contract Award

7.1 The following Contract milestones/deliverables shall apply:

management of both systems.	

- 7.2 During the development of the statement of work / feature requirements during inception, we will identify and include any additional requirements around security, e.g. CHECK tests, or specific evidence that the service has been built in-line with the required standards.
- 7.3 The Parties will execute a SOW for each sprint. Note that any ad-hoc Service requirements are to be treated as individual request in their own right (in addition to the sprint requirements); and the Parties should execute a separate SOW in respect of each.
- 7.4 Deliverables for each SOW will be agreed between the Parties in advance of that SOWs commencement.

# 8. MANAGEMENT INFORMATION/REPORTING

- 8.1 Suppliers will be required to provide monthly statistics on the usage of both Contracts Finder and Find a Tender. This will include, but not be limited to;
  - 8.1.1 No of registered users and organisations.
  - 8.1.2 % of registered organisations that are SMEs.
  - 8.1.3 No of notices posted via the various submission methods, in, a) the last month, and b) in total.
- 8.2 Suppliers will be required to provide annual reports on their performance against the Social Value criteria identified below.

#### 8.2.1 Tackling Economic Inequality

- 8.2.1.1 For each of the following categories:
  - start-ups;
  - SMEs;
  - $\circ$  VCSEs; and
  - mutuals:
- 8.2.1.2 The number of contract opportunities awarded under the contract.
- 8.2.1.3 The value of contract opportunities awarded under the contract in GBP (£).
- 8.2.1.4 Total spend under the contract, as a percentage of the overall contract spend.

#### 8.2.2 Equal Opportunity

- 8.2.2.1 Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
- 8.2.2.2 Number of full-time equivalent (FTE) people from groups underrepresented in the workforce employed under the contract, by UK region.

#### 8.2.3 Wellbeing

- 8.2.3.1 How the supplier has implemented measures to improve the physical and mental health and wellbeing of employees.
- 8.2.3.2 How the supplier has implemented the 6 standards in the Mental Health at Work commitment.

#### 8.2.4 Sustainability

8.2.4.1 How does the suppliers organisation ensure effective stewardship of the environment? (<u>Guidance</u>, P16)

### 9. VOLUMES

#### 9.1 Contracts Finder

- 9.1.1 Currently has over 70,000 registered public and private sector users.
- 9.1.2 Approximately 60,000 notices are published per annum.
- 9.1.3 Receives approx 9m page views pa from 1,000,000 unique visitors.
- 9.1.4 Issues between 80,000 and 100,000 email alerts (for saved searches) each month.

#### 9.2 Find a Tender

- 9.2.1 Find a Tender is still a relatively new service and the below usage levels are expected to become comparable to CFS over the life of this contract.
- 9.2.2 At present, FTS has approx 13,000 registered public and private sector users.
- 9.2.3 Approximately 45,000 notices are published per annum.
- 9.2.4 Issues between 10,000 and 20,000 email alerts (for saved searches) each month.

### **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier will be required to maintain services' compliance with appropriate legal standards, such as accessibility requirements, throughout the life of the contract.
- 10.3 The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 10.4 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

### **11. SUSTAINABILITY & SOCIAL VALUE**

- 11.1 Potential Bidders should include details relating to the following in their submissions:
  - 11.1.1 **Social Value Model Acceptance Criteria 3.1**: Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
  - 11.1.2 **Social Value Model Acceptance Criteria 4.1**: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions

- 11.1.3 **Social Value Model Acceptance Criteria 6.1**: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
- 11.1.4 **Social Value Model Acceptance Criteria 7.1:** Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

# 12. QUALITY

12.1 The Supplier will comply with any standards in the Call-Off Contract, and the Framework Agreement, and with Good Industry Practice.

# 13. PRICE

- 13.1 Price is to be Time and Materials.
- 13.2 Bidders are required to provide a breakdown of service costs as per the following:
  - 13.2.1 Hosting
  - 13.2.2 Support
  - 13.2.3 Development
  - 13.2.4 Testing
  - 13.2.5 Project Management
  - 13.2.6 Security / Infrastructure / Design
  - 13.2.7 Any additional services identified by the bidder.
- 13.3 Prices are to be submitted via the e-Sourcing Suite Attachment 4 Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# 14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# **15. SERVICE LEVELS AND PERFORMANCE**

15.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Availability	The Supplier System and the Operational Services shall be Available ≥ 99% of the time during the relevant Service Period	96% in a Service Period
2	Help Desk Availability	<ul> <li>≥ 90% of calls to the Helpdesk Service answered in ≤ 30 seconds during the relevant Service Period and</li> <li>≥ 98% of calls to the Helpdesk Service</li> </ul>	>85% of calls answered in >30 seconds; or > 94% of calls

			-
		answered ≤ 60 seconds during the relevant Service Period.	answered in > 60 seconds, in a Service
		Calls to the Helpdesk Service receiving an automated response or placed into a queuing system shall be deemed not to have been answered.	Period
3	System Response Time	The median System Response Time (including, for the avoidance of doubt, the time taken for any necessary processing) shall be within ≤ 3 seconds during a Service Period.	< 3 seconds variance in a Service Period
4	Service Failure Management	The Supplier shall provide a planned resolution timetable ≤ 30 minutes following the receipt of notification that a Service Failure has occurred during the Core Hours in 95% of instances arising during a Service Period.	< 75% in a Service Period
5	Service Failure Management	The supplier shall provide updates on the progress of system outage resolutions at no less than one hour intervals unless otherwise agreed with the Authority.	< 75% in a Service Period
6	Severe Service Failure	The Supplier shall restore the Services ≤ 2 hours following the receipt of notification that a Severe Service Failure has occurred during the Core Hours.	<ul> <li>&gt; 2 breaches</li> <li>of the OSL in</li> <li>a Service</li> <li>Period.</li> </ul>
7	Service Failure Resolution	≥ 95% of Service Failures that fall due to be resolved by the Supplier during a Service Period are in fact resolved within the timescale provided by the Supplier to the Authority.	< 90% of Service Failures resolved with the timescales provided in a Service Period

15.2 In the event where poor Supplier performance requires early termination of the Contract, this will as outlined in the contract, Call-Off Schedule 10 (Exit Management).

# **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 16.1 The supplier's personnel should have Security Clearance or be willing to undergo Security Clearance. Evidence of existing clearance will be requested at the proposal stage and the selected supplier is expected to hold or have applied for CTC level clearance by the commencement start date of this work.
- 16.2 Clearance cost to be borne by the supplier.
- 16.3 Additional security requirements will be as outlined in the following contract schedules:
  - 16.3.1 Call off schedule 9 Security
  - 16.3.2 Call off schedule 26 Cyber Essentials Scheme.

# **17. PAYMENT AND INVOICING**

- 17.1 Invoices are to be submitted on acceptance of completed and delivered Statements of Work. Invoices for standing monthly charges are to be submitted in arrears.
- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.3 Before payment can be considered, each invoice must include the associated purchase order number, a detailed elemental breakdown of work completed and the associated costs.
- 17.4 Invoices should be submitted to: Crown Commercial Service, 9th Floor The Capital, Old Hall Street, Liverpool, L3 9PP.

### **18. CONTRACT MANAGEMENT**

18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

# **19. LOCATION**

19.1 The location of the Services will be carried out off-site with a requirement to attend meetings at CO/CCS offices in London or Norwich as necessary, at the supplier's expense.

#### Annex 1 (Template Statement of Work) – TBC on subsequent work requests.

#### 1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

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 Contract Specification – Deliverables Context

**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 Type(s), for example Ad hoc, Inception, Calibration or Delivery]

#### **3 Buyer Requirements – SOW Deliverables**

**Outcome Description:** 

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

#### Delivery Plan:

#### **Dependencies:**

#### Supplier Resource Plan:

#### Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

#### [Insert if necessary] ]

#### Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (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]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

#### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

#### Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

#### **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of 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:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

#### 4 Charges

#### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is  $\pounds[$ **Insert detail**].

#### **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.]

#### **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:

Title:

Date:

Signature:

#### For and on behalf of the Buyer

Name:

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:

Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 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:
	No personal data should be shared beyond work contact details.
Duration of the Processing	Duration of the procurement
Nature and purposes of the Processing	No processing should be required beyond login details to relevant websites.
Type of Personal Data	Name, address, date of birth, telephone number, email.
Categories of Data Subject	Staff details (including volunteers, agents, and temporary workers), users of website details.
Plan for return and destruction of the data once the Processing is complete	Data will be retained for duration of contract and will be returned or destroyed at the customers request.
UNLESS requirement under Union or Member State law to preserve that type of data	