



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)
702726451 Enterprise Patching Client Side Support
Framework Schedule 6 (Order Form)

Version 2

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OFFICER

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

Order Form

Call-Off Reference: 17194

Call-Off Title: 702726451 - Cyber Risk Programme (CRP) Client Side Support - Enterprise Patching

Call-Off Contract Description: The successful supplier will deliver enterprise level changes to support the transformation of the Authorities ICT patching processes. They will Co-ordinate multiple workstreams to meet Enterprise patching strategy and objectives. the supplier will deliver against the defined outcomes to support the Programme

The Buyer: SylInfra Commercial - Cyber

Buyer Address: SylInfra Commercial – Cyber, Building 405, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9NR

The Supplier: SA GROUP LTD

Supplier Address: Newbury House Aintree Avenue, White Horse Business Park, Trowbridge, England, BA14 0XB

Registration Number: 06866343

DUNS Number: 211594761

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

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)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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 Special Terms

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

- Special Term 1: Security

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables hold a valid SC Security Clearance at the start of this contract

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

Call-Off Start Date: Thursday 23rd June 2022

Call-Off Expiry Date: Friday 22nd September 2023

Call-Off Initial Period: Fifteen (15) months

Call-Off Optional Extension Period: Two (2) extension periods of up to three (3) months each

Minimum Notice Period for Extensions: Thirty (30) days written notice

Call-Off Contract Value: £2,632,455.00 ex VAT (Two Million, Six Hundred and Thirty-Two Thousand, Four Hundred and Fifty Five pounds)

Call-Off Deliverables

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:

Not applicable

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.

Call-Off Charges

1 Fixed Price

Invoices to be raised monthly in arrears, in line with Table 1 following the submission and Authority Acceptance of a monthly deliverables report of capability and outputs delivered in month, in alignment with Table 2.

Table 1

Price per Month	Number of Months	Total
£175,497.00 ex VAT	15	£2,632,455.00 ex VAT

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

Table 2

Capability	Outputs
Enterprise Patching Project Management	<ul style="list-style-type: none"> Enabling effective and timely communication and provision of information to project governance authorities within CRP Delivery Team (SRO, 1* stakeholders, CRP Project Boards) and stakeholders not actively engaged in the project with the agreed and appropriate level of frequency and formality Provide High Level Planning of all workstreams within Enterprise Patching Managing progress against the baselined Delivery Plan for Enterprise Patching Managing risk and any issues as they arise, Management of Enterprise Patching scope with SRO Management of Enterprise Patching FOO with CRP Finance Development of Outline & Full Business Cases Monthly reporting to CRP Theme Board Monthly RAIDO submission to CRP Monthly Plan submission to CRP
Enterprise Patching Product Ownership	<ul style="list-style-type: none"> Anticipating Client (Defence) needs with regards to Patching Defining, and approving changes to, the high-level requirements in the Prioritised Requirements List, i.e., any change that affects the baselined scope or significantly alters the balance of priorities Pursuing collaboration across stakeholder business areas within the scope of the project, through use of the Joint User working groups (i.e., CIWG) Promoting the translation of the product vision into working practice of the client-side technical team and 3rd Party Development team, i.e., ensuring full business adoption of the solution created by the project Defining the product vision for the project Communicating and promoting the product vision to all interested and/or impacted parties Managing, prioritising, and ordering the Product Backlog for the project (Epics and Features)
Business Analysis	<ul style="list-style-type: none"> Modelling the organisation's current and future state around the solution (s) and identifying opportunities, risks, and impacts Ensuring the requirements defined are of good quality and are analysed and managed appropriately Managing development, distribution and baseline approval of all communication related to business requirements and their interpretation, with particular focus on ensuring the prioritised requirements list is kept up to date, as the detail expands and evolves Ensuring that the business and organisational implications of day-to-day evolution of the solution are properly modelled and thought through Ensuring the non-functional requirements are achievable and subsequently met
Solution Architecture	<ul style="list-style-type: none"> Work with the MODs Data Domain / Technical Architects, Cloud, Infrastructure and Security Architecture to prepare a platform and solution vision, design, and roadmap for patching remediation and reporting across the defence domain. This will include an assessment of the current remediation capabilities and an understanding of medium / long-term business requirements. Work with CyDR Architects to ensure alignment with architectural direction and intent Communication of technology vision and strategy, support of technology deliverables, oversight of architectural artefacts. Support the technical co-ordination of Enterprise Patching, apply appropriate governance, and control (in line with the CRP programme processes)
Patching Service Architecture	<ul style="list-style-type: none"> Investigate and record current patch management plans and practices across Core Defence systems Identifying areas for immediate improvement or opportunities to observe and scale good practices Define and document patching best practice standards Contribute to patching policy development to align with best practice Review and contribute to current policy updates to ensure alignment with requirements Capture and highlight systems with poor patch hygiene and recommend remediation action Identify trends for wider change at Enterprise level Develop information flows between teams to support patching compliance Development of wider system patch metric requirements Developing dashboards to monitor metrics across multiple systems, exploiting the right tools and making them available where needed Support Enterprise Patching through knowledge of Defence systems complexities and patching methods – CSI/Collaboration Lessons identified for continual service improvement
Service Data Analysis	<ul style="list-style-type: none"> Investigate Defence Systems to document and record current 'as is' System Patch Management plans and behaviours for critical systems Conduct a gap analysis to identify trends and opportunities for optimisation to reduce the time to patch and increase compliance rates in line with Defence policy requirements. Research, develop and document best practice patching standards Collaborate with Defence Security teams to identify current vulnerabilities that are failing to be patched on a routine basis, investigate and support remediation plans.

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	<ul style="list-style-type: none"> • Provide metric requirements to be captured and collaborate with situational awareness and NAV teams to develop patch reporting data and insights.
PADS project Management	<ul style="list-style-type: none"> • Provide detailed Timebox planning and task planning • Project Management of Alpha Development phase, inclusive of Authority led activity to achieve accreditation, ATT, IATO & ATO • Management of Alpha & Beta Development partner contracts • Development of commitment cases • Managing progress against the baselined Delivery Plan • Managing risk and any issues as they arise, collaborating with technical roles as required to resolve them and reporting them to CRP via ARM • Monitoring and ensuring appropriate involvement and communication between required members of the multi-disciplinary 3rd party Development Team
PADS Product Ownership	<ul style="list-style-type: none"> • Monitoring progress of the Alpha Development in line with the product vision via the progress of the backlog burndown • Capturing wider implications of any business change from an organisational perspective • Capturing key requirements required for PADS at IOC & FOC at OFFICIAL and SECRET • Contribute toward Sprint Planning Goal and providing prioritised backlog to Alpha Development supplier • Participating in Daily Stand-Ups, Sprint Planning, Sprint Review and Retrospectives • Defining the product vision for the development stages (Alpha & Beta) • Engage with Early adopters/Stakeholders to elicit/refine requirements and capture feedback
PADS Technical Authority	<ul style="list-style-type: none"> • Provide governance over: <ul style="list-style-type: none"> • System design and specification. • Technical documentation. • The development workflow. • Standards for coding, software testing and code review. • The specification and configuration of environments and running systems. • Coordinate with SAC/Accreditor to ensure technical direction leads to creditable solution. • Own architectural and other technical risks. • Technical approval of the system/code prior to production deployment. • Create and maintains technical designs, specifications, and other documentation.
PADS Technical Authority Infrastructure Support (MOD Cloud ICE S02)	<ul style="list-style-type: none"> • Provide change control process and ensure tooling is sufficient to replicate environments at any historic point in time after initial build-out. • Ensure appropriate monitoring of and logging for running systems takes place. • Assist and advise regarding measures to make cost-efficient use of cloud resources and implement such measures as appropriate. • Develop project-specific policies for working with the deployed environments that are in accordance with all externally imposed policies. • Work directly with ASDT and other appropriate parties related to infrastructure management.
PADS Security Solutions	<ul style="list-style-type: none"> • Provide lead and direction to achieve JSP 440 accreditation • Author Security Management Plan • Ensure that security stakeholders roles required for the project have been identified, are aware of their responsibilities in fulfilling the role, and are suitably briefed. • Coordinate, consider, witness, manage and report on all security requirements for the project, ensuring they are completed professionally, efficiently and to schedule, and that they are fit for purpose and compliant with relevant policy and legislation. • Provide advice on security policy covering both policy that is already in place e.g., HMG Security Policy Framework (SPF), Departmental Policy (JSP440), IEC/ISO 27001 controls and the creation of new security-related documents for the project, such as a RMADS), relevant legislation (e.g., Data Protection Act, Freedom of Information Act), technical solutions, risk management and IA • Ensure all cryptographic requirements are met. • Monitor and report on project security requirements and issues as they arise, reporting unresolved issues to the IAO, Accreditor, Project Manager, and supplier (where necessary). • Ensure the production of all security deliverables (e.g., security documentation, testing witness reports) are fit for purpose and delivered on schedule; and, • Ensure the creation, update and management of the Security Risk Register and ensure it is reviewed at the security meetings

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.

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

Reimbursable Expenses

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

Payment Method

The MOD electronic purchasing system CP&F will be used.

Buyer's Invoice Address

Invoices must be issued via CP&F

Buyer's Authorised Representative

SyInfra Commercial - Cyber
Building 405, Westwells Road
Corsham
Wiltshire
United Kingdom
SN13 9NR

Buyer's Environmental Policy

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019.

This is available online at [20190625-EMS Corsham Site June 2019 Document \(1\).doc \(sharepoint.com\)](#). This can be viewed on MODNET.

Buyer's Security Policy

MOD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. This is available online at [SAOP 1 Corsham Security Standing Orders.pdf \(sharepoint.com\)](#). This can be viewed on MODNET.

Supplier's Authorised Representative and Contract Manager

William Machin
Account Manager
07538 428235
William.Machin@sa-group.com
Newbury House Aintree Avenue, White Horse Business Park, Trowbridge, England, BA14 0XB

Progress Report Frequency

See details in Call-Off Schedule 20 (Call-Off Specification)

Progress Meeting Frequency

See details in Call-Off Schedule 20 (Call-Off Specification)

Key Staff

William Machin

Account Manager

07538 428235

William.Machin@sa-group.com

Newbury House Aintree Avenue, White Horse Business Park, Trowbridge, England, BA14 0XB

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

See details in Call-Off Schedule 20 (Call-Off Specification)

Additional Insurances

Not applicable

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:

Signature: 

Name: Jack Osborne

Role: Commercial Officer

Date: 22/06/2022

For and on behalf of the Buyer:

Signature: Sarah Thorne

Name: Sarah Thorne

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Role: Assistant Head of Commercial

Date: 22 June 22

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Appendix 1

See details in Call-Off Schedule 20 (Call-Off Specification)

Annex 1 (Template Statement of Work)

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 Contract.

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:

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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

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[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 £[Insert detail].

Rate Cards Applicable:

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[**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: