
Digital Outcomes and Specialist Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

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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 Cabinet Office

Supplier Methods Professional Services Limited

Call-Off Contract/Project Ref. WP1167A

Call-Off Contract title WP1167A Programme Manager for CTS Engagement Team

Call-Off Contract description Provision of a Programme Manager specialist for the Common Technology Services team.

Call-Off Contract period 3 months

Start date 05/01/2017

End date 04/07/2017

Call-Off Contract extension option 9 months

Call-Off Contract value Initial value of £34,720 [REDACTED] subject to extension option

Charging method

| | |
|--|---|
| 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-WP1167A-01.

Buyer reference: WP1167A

Order date: 13/12/2016

Purchase order: TBC

From: the Buyer
Cabinet Office.



To: the Supplier
METHODS PROFESSIONAL SERVICES LIMITED

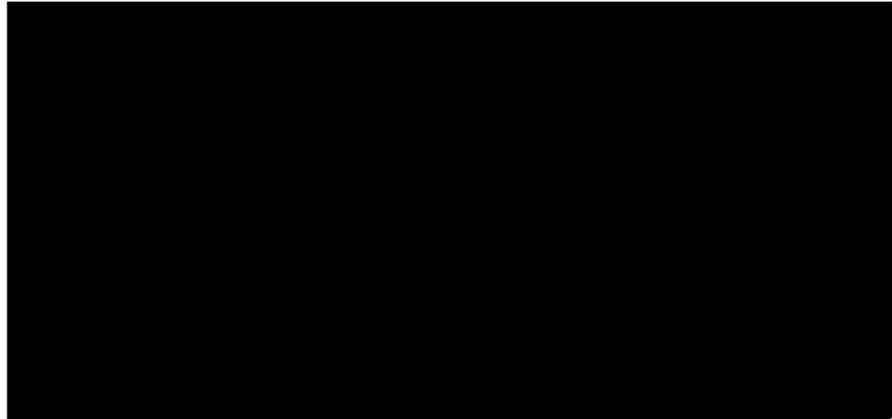


Together:
the "Parties"

Principle contact details

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

For the supplier Name:
Title:
Email:
Phone:



Call Off Contract term

Commencement date: 05/01/2017 and is valid for 3 months subject to extension.

Buyer contractual requirements

Digital outcomes and specialists services required: Provision of a Programme Manager specialist for the Common Technology Services 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:
Baseline Personnel Security Standard Cleared

Standards: ISO 9001:2008 Quality Management
ISO 14001 Environmental Management
ISO/IEC 27001 Information Security Management

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
Completed by the winning Supplier, as agreed by the Buyer.

Subcontractors / Partners: No additional requirements
Completed by the winning Supplier, as agreed by the Buyer

Call-Off Contract Charges and payment

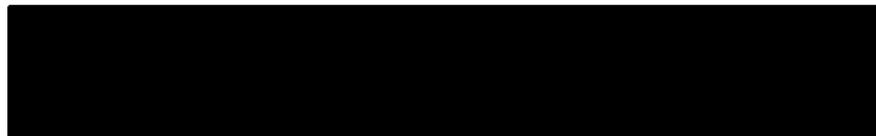
The method of payment for the Call-Off Contract Charges (GPC or BACS)



Invoice details

Invoices should include a breakdown of charges for the month period.

Who and where to send invoices to:



Invoice information required – eg PO, project ref, etc.

WP1167A and PO number. Breakdown of charges for each calendar month.

Invoice frequency

Monthly in arrears or in line with completed SoW

Call-Off Contract value:

Initial value of £34,720 [redacted] subject to extension option

Call-Off Contract Charges:



Charging Method: T&M

(Winning providers pricing matrix)

(Winning providers discount price matrix - including trigger points)

Additional Buyer terms

Warranties, representations and acceptance criteria N/A

Supplemental requirements in addition to the N/A

call-off terms

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 |
|---|---|
| 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

Link: <https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/928>

Overview

| | |
|------------------------------|---|
| Specialist role | Programme manager |
| Summary of the work | Manage CTS engagement plan e.g. weekly engagement manager sessions, one to ones, driving the plan and chasing down progress) Design and implement process around the 4 stages incl entry and exit criteria for each stage Reporting and incl risk management and mitigation Manage the engagement element of benefits realisation piece |
| Latest start date | 28/12/2016 |
| Expected contract length | 3 months |
| Location | London |
| Organisation the work is for | Government Digital Service |
| Maximum day rate |  |

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 | <ul style="list-style-type: none">• 2 years+ experience of programme management• Experience of Risk management, reporting and mitigation• Strong time management and prioritisation skills• Experience of working in an Agile environment• Experience in managing the life cycle of the four stage engagement plan (Discovery, Alpha, Beta and Live) or cross government work• 2 years+ experience of project management• Have demonstrable experience in stakeholder management |
| Nice-to-have skills and experience | <ul style="list-style-type: none">• Experience in benefits realisation• Experience of working within government (minimum 6 months)• Experience of government engagement planning |

Schedule 2 - Supplier's response

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-WP1167A-1</i> |
| Buyer: | <i>Cabinet Office</i> |
| Supplier: | <i>Methods Professional Services 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.

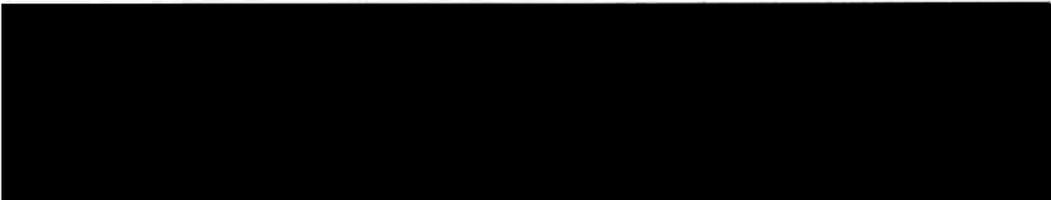
3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this

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

- Develop and manage the engagement plan (developed, now being managed e.g. weekly eng manager sessions, one to ones, driving the plan and chasing down progress)
- Design and implement process around the 4 stages incl entry and exit criteria for each stage (design almost complete, but has been reviewed and is now being iterated)
- Reporting and progress updates incl risk management and mitigation e.g. user research issue
- Manage engagement element of the benefits realisation piece

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 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)

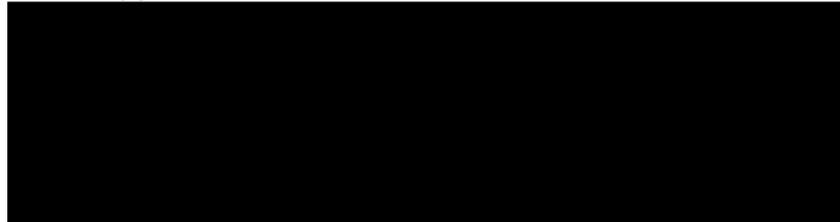
Sch 3.5. Agreement of statement of works

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

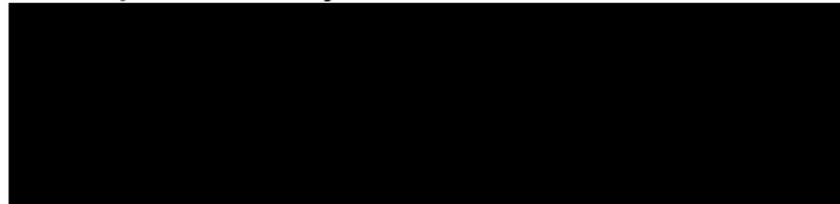
Signature and date



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.