

Digital Outcomes and Specialists 5 (RM1043.7)

Version 2
Crown Copyright 2020

Provision of Online Tooling Platform - Private & Public Beta

CONTRACT REFERENCE: C2328

**CONTRACT FOR
CENTRAL DIGITAL & DATA OFFICE (CDDO)
CABINET OFFICE**

FEBRUARY 2023

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

1. Order Form

Call-Off Reference: C2328

Call-Off Title: Provision of Performance & Assurance Online Tooling Platform

Call-Off Contract Description: To build an Online Tooling Platform to support spending and commercial controls.

The Buyer: Cabinet Office Central Digital & Data Office

Buyer Address: Central Digital and Data Office, The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

The Supplier: Rainmaker Solutions Ltd

Supplier Address: Oak House, Tanshire Park, Shackleford Road, Elstead, Surrey, United Kingdom, GU8 6LB

Registration Number: 07408622

DUNS Number: 216944423

2. Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 8th March 2023.

- It is 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.

3. Call-Off Lot

Lot 1 Digital Outcomes

4. 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 5 (Corporate Social Responsibility) RM1043.7
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)
 - 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 8 (Business Continuity and Disaster Recovery)
 - 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 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 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.

5. Call-Off Special Terms-

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

1. Call-Off Start Date: 8th March 2023
2. Call-Off Expiry Date: 7th March 2024
3. Call-Off Optional Extension Period: 1 year
4. Minimum Notice Period for Extensions: 4 weeks
5. Call-Off Contract Value: £813,950.00 (Ex VAT)
6. Buyer's Digital and Technology Special Terms
 - a. No special terms



7. Buyer's Information Assurance Special Terms

- a. The Supplier must hold a current Cyber Essentials Plus certificate for the entire term of the contract, with a scope appropriate to the networks and end-user devices used to process CDDO owned data or connect to CDDO's productivity suites.
- b. The supplier must adhere to the security requirements outlined in Call-Off Schedule 9 Annex 1 contained in Call-Off Schedules for The Provision of Online Tooling Platform - Private & Public Beta (ref. C2328).
- c. **Annex 1 of Joint Schedule 11 (Processing Data)**
- d. **Appendix 2 - Security Schedule** of this Order Form describes the Security requirements of the Authority.

6. Call-Off Deliverables

Call-Off Schedule 20 (Call-Off Specification) outlines the full requirements specification of services to be delivered. The Supplier's proposal is attached at Appendix 3.

7. 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).

8. Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

9. 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 £813,950.00 Ex-VAT.

10. Call-Off Charges

Fixed Price: The total contract value is £813,950.00 (Ex VAT) for the completion by 7th March 2024, of the deliverables described in Table 7.1 of Schedule 20 (Call-Off Specification).

(In the event any further work beyond deliverables as agreed is undertaken via this Contract during the Contract Extension period, this will be the subject of separate pricing, agreed between the parties. The maximum Contract Value including all extension options will not exceed £1,220,925.00).

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.

11. Reimbursable Expenses

None

12. Payment Method

The payment method is as detailed in Clause 4 of the Core Terms . All payments shall be made in accordance with Call-Off Schedule 5 (Pricing Details and Expenses Policy). The payment method for this Call-Off Contract is invoice and BACS.

13. Buyer's Invoice Address

Invoices will be sent to:

Shared Services Connected Limited

CAB Procure to Pay

PO Box 405

Newport

NP10 8FZ

APinvoices-cab-u@gov.sscl.com

All invoices should be sent, quoting a valid Cabinet Office purchase order number (PO Number), to: APinvoices-cab-u@gov.sscl.com

We will send you a unique PO Number [REDACTED] [REDACTED] once this agreement has been executed by both parties. 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, and the details (name and telephone number) of your customer contact (i.e. Contract Manager), and also what is being purchased. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact APinvoices-cab-u@gov.sscl.com

14. Buyer's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Buyer's Environmental Policy

Cabinet Office Environmental Policy Statement, 26 October 2017, Available online at <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

16. Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. Progress Report Frequency

Progress reports issued at each milestone or month, whichever is sooner.

19. Progress Meeting Frequency

Daily standups combined with a weekly progress meeting combined with problem solving session

To be held either virtual via Googlemeets (or equivalent) or shall be conducted at the Buyers Address. Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules) OFFICIAL 7. Additional ad hoc meetings may be agreed between both parties as detailed in the Call-Off Schedule 20 (Specification).

20. Key Staff

Key Role	Key Staff	Contact Details	Employment / Engagement Route (incl. inside/outside IR35)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

21. Key Subcontractor(s)

As per Joint Schedule 6 (Key Subcontractors).

22. Commercially Sensitive Information

As per Joint Schedule 4 (Commercially Sensitive Information).

23. Balanced Scorecard

None

24. Material KPIs

Details can be found within Call-Off Schedule 20 (Specification) – Section 15 Service Levels and Performance.

25. Additional Insurances

As per Joint Schedule 3 (Insurance Requirements)

26. Guarantee

Not applicable

27. Social Value Commitment

Not applicable

28. 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: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 07 March 2023

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 09/03/23

