Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

Provision of Consultancy for One Somerset Business Case

To

Somerset County Council

From

Ameo Professional Services Limited

Contract Reference: CCCC20A21

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the Provision of Consultancy for One Somerset Business Case dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | To be advised by Authority at contract award |
| From | **Somerset County Coucil**  **("CUSTOMER")** |
| To | **Ameo Professional Services Limited**  **("SUPPLIER")** |
| Date | **6th April 2020**  **("DATE")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: 8th April 2020 |
|  | **Expiry Date**:  End date of Period: 30th June 2020  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A |

1. Services

|  |  |
| --- | --- |
| 2.1. | **Services required**:  In Call Off Schedule 2 (Services)  See Annex A – Statement of Requirements |

1. PROJECT Plan

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**: In Call Off Schedule 4 (Project Plan)  See Annex A – Statement of Requirements – Section 7. |

1. contract performance

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 (Standards and Quality)  Applied |
| **4.2** | **Service Levels/Service Credits**:  See Annex A – Statement of Requirements – Section 14 |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  See Annex A – Statement of Requirements – Section 14 |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer  REDACTED  Supplier  REDACTED |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Applied |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  REDACTED  **For the avoidance of doubt,the total contract value will not exceed £118,000.00 exc. VAT** |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.3** | **Reimbursable Expenses**:  Permitted  The location for the delivery of the Services will be at the discretion of the Supplier. However, office space will be made available to project staff to work at Somerset County Hall, Taunton, TA1 4DY for the duration of the contract, should they wish to do so. This will be the base location.  Travel to any other venues will need to be approved by the Contracting Authority prior to any travel arrangements being booked.  For any pre-approved travel, the Contracting Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the Somerset County Council Travel & Subsistence policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Somerset County Council will apply its standard terms of paying invoices within 30 days of receipt on the Suppliers invoice.  Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables, therefore on completion of the business case and implementation plan and acceptance by SCC of the final drafts.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.  Invoices should be submitted to: REDACTED |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The life of the Call Off Contract from the Call Off Commencement Date of 8th April 2020 to 30th June 2020. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not Applicable |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £118,000.00 (excluding VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);  Applied |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):  Applied |

1. TERMINATION and exit

|  |  |
| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 43.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  Not applied |

1. supplier information

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applied |
| **9.2** | **Commercially Sensitive Information**:  To be advised by successful supplier at contract award |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements:6th March 2020  Recital D - date of receipt of Call Off Tender:20th March 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements |
| **10.4** | **ICT Policy:**  Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery) |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):  Applied |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  REDACTED  Supplier’s postal address and email address:  REDACTED |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  No Applicable |
| **10.12** | **Call Off Tender**:  Annex B – Call Off Tender - Ameo |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not Applicable |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC20A21** |  |  | | **Date:** | **8th April 2020** |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor  To be provided at contract award | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. |  |  | | Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, |  |  | | Duration of the processing | For the duration of the Framework Contract plus 7 years. |  |  | | Nature and purposes of the processing |  |  |  | | Type of Personal Data | Full name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications or Certifications | | Nationality | | Education & training history | | Previous work history | | Personal Interests | | References and referee details | | Driving license details | | National insurance number | | Bank statements | | Utility bills | | Job title or role | | Job application details | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | Photographic Facial Image | | Biometric data | | Birth certificates | | IP Address | | Details of physical and psychological health or medical condition | | Next of kin & emergency contact details | | Record of absence, time tracking & annual leave | |  |  | | Categories of Data Subject |  |  |  | | |
| **10.16** | **MOD DEFCONs and DEFFORM**  Not Applicable |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |