

PROVISION OF COVID-19 TASK FORCE

CONTRACT REFERENCE: CCCC21B03

CONTRACT FOR

CABINET OFFICE

1
PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **COVID-19 Task Force (via MCF 2 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 Template Call Off Order Form and the Call Off Terms.

Order Number	CCCC21B03
From	Cabinet Office 70 Whitehall London SW1A 2AS ("CUSTOMER")
To	PricewaterhouseCooper LLP 1 Embankment Place London WC2N 6RH ("SUPPLIER")
Date	26 th August 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Friday 1st October 2021.
-------------	---

1.2.	Expiry Date: End date of Initial Period: 31 st March 2023.
	End date of Extension Period: This contract shall run for an eighteen (18) month period with no option to extend. Minimum written notice to Supplier in respect of extension: NA

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services) and – Services Required of this document</p> <ol style="list-style-type: none"> 1. Mobilising teams of appropriate skills and experience of working in public sector settings to support key Covid-19 Task Force priorities for: 2. Policy development and delivery. 3. Portfolio and programme management. 4. Data and analysis. 5. Doing so within 72 hours of requests being received. (The new Government Consulting Hub will have a 48 hour period of first refusal on any potential requests – the 72 hours will start after that period). 6. Being able to support out of hours, shifts and weekend working. 7. The Supplier shall provide SC-cleared consultants to deliver the service wherever possible. BC or CTC clearance is required to be issued with Cabinet Office IT. 8. The exact scale and duration of the various projects are to be determined but for guidance, individual engagements are likely to last for several weeks at a time, and to involve teams of on average 2 or 3 but potentially up to 10 consultants providing support to teams under particular pressure as a result of the development of the pandemic. There could be multiple such engagements simultaneously. While this call-off is a contingency, it is vital that Potential Providers are able to demonstrate an assured ability to meet the requirement up to the maximum scale described in this statement of requirement. 9. It is likely that the Supplier's consultants shall be directly supporting Deputy Directors (or in some cases acting at that level) to enable them and their teams and deliver outputs under pressure across the full range of the Task Force's objectives. 10. The Supplier's consultants will be expected to operate on Cabinet Office IT, which will be provided to core staff. It is expected that this IT will be provided within 1 week of the contract start date. Until this point, the consultants are expected to use their own technology to enable service delivery.
	<p>11. Full details can be found in Attachment 3 – Statement of Requirements at Annex A of this document.</p>

3. PROJECT PLAN

3.1.	Project Plan: Not Applied
------	---

4. CONTRACT PERFORMANCE

4.1.	Standards: <i>Not Applied</i>
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: <i>Not applied</i>
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: REDACTED ("Customer")
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): <i>Not Applied</i>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>This is a Call Off contract and the Contracting Authority reserves the right not to spend the total contract value.</p> <p>The total contract value shall not exceed £2,700,000.00 (inclusive of all expenses but exclusive of VAT).</p> <p>A full breakdown of the rates for this contract is included in Annex B – Contract Rates.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and provided here for the avoidance of doubt.</p> <p>Contracted Services will be provided at up to a maximum of £2,700,000 including all expenses but excluding VAT.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices should be submitted to:</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><i>The call off contract term</i></p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applicable</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ £1,195,070 including all expenses but excluding VAT.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.

8. 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): The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) working days. .
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: Commercially Sensitive Information will include but not be limited to: The Customer's Services Required / Statement of Requirements shown at Annex A of this document.

	Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract
--	--

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B – E. Recital C – Date of issue of the Statement of Requirements: Friday 23 rd July 2021 Recital D – date of receipt of call Off Tender: 05/08/2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract .
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract. .
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):

10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: Cabinet Office 70 Whitehall London SW1A 2AS
-------------	--

	Supplier's postal address: PricewaterhouseCooper LLP 1 Embankment Place London WC2N 6RH	
10.10	Transparency Reports Transparency Reports are not required.	
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied	
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) and at Annex C – Call Off Tender of this document. .	
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms.	
10.14	Staff Transfer Not applicable.	
10.15	Processing Data Call Off Schedule 17. No Personal Data is anticipated to be processed as part of the Services. The Parties acknowledge they will each be an independent Controller with respect to any Personal Data processed in connection with this Call-off Contract. Data Protection laws will always apply. Please refer to Annex C below.	
	Contract Reference:	CCCC21B03

	Duration of the processing	No personal data will be processed under this contract		
	Nature and purposes of the processing	No personal data will be processed under this contract		
	Type of Personal Data	No personal data will be processed under this contract		
	Categories of Data Subject	No personal data will be processed under this contract		
10.16	MOD DEFCONs and DEFFORM <i>Not Applicable</i>			
	Date:	26 th August 2021		
	Description Of Authorised Processing	Details		
	Identity of the Controller and Processor	No personal data will be processed un this contract		
	Use of Personal Data	No personal data will be processed un this contract		

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	31/08/2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	31/8/2021

ANNEX A - STATEMENT OF REQUIREMENTS 1.

PURPOSE

- 1.1 The Covid-19 Task Force within the Cabinet Office is charged with leading the government's efforts to tackle one of the biggest peacetime crises this country and the world have seen in modern times.
- 1.2 It provides the best quality support and advice to the Prime Minister and enables him to drive and co-ordinate the government's collective response to the pandemic – harnessing evidence and action to maximise health, economic and social outcomes.
- 1.3 The purpose of this procurement is to appoint external resources to ensure that the Task Force is able to rapidly call on suitably skilled external as well as internal resources in order to deliver these outputs.
- 1.4 In particular, we are seeking to put in place arrangements to enable us to respond rapidly to any worsening of the crisis through the winter and beyond by increasing the tempo, resilience and scale of the central co-ordinating team.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Cabinet Office supports the Prime Minister and ensures the effective running of the government. It is also the corporate headquarters for the government, in partnership with HM Treasury, and takes the lead in certain critical policy areas.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The COVID-19 Task Force was established in late May 2020, consolidating a range of central COVID-19 response activity and seeking to place it on an enduring footing. Its key tasks are to:
 - 3.1.1 Co-ordinate policy activity with the relevant lead departments; focus on longer-term strategy development and the cross-Whitehall handling of set-piece moments and milestones; and support relevant Cabinet committee meetings; and
 - 3.1.2 Track and drive implementation and delivery activity through a number of lenses, including continuing to track key metrics and data, international comparators, and the development and delivery of plans.
- 3.2 Within the Task Force are a number of teams that might continue to require external support and skills in order to achieve these tasks in the future. These include the PMO and teams responsible for analysis and data, and policy and strategy development.
- 3.3 This procurement seeks to ensure that the Task Force retains sufficient skills and capacity to meet its objectives in these areas, and also, in recognition of

the lack of certainty about future scenarios for Covid-19, to ensure that it retains the capability to target resources flexibly at issues as they arise.

- 3.4 While it is our plan that most of the activities currently conducted by the Task Force should either cease or continue within business-as-usual structures within the Cabinet Office and elsewhere from 1 April 2022, that is dependent upon the continuing progress of the pandemic and our response, and the capability to surge resource will still need to be available to us a) in the period to 1 April 2022 and b) for 12 months thereafter.

4. DEFINITIONS

EXPRESSION OR ACRONYM	DEFINITION
HMG	means Her Majesty's Government
PMO	means Prime Minister's Office

5. SCOPE OF REQUIREMENT

- 5.1 The requirement is for the agile and flexible provision of consultants to enable the Covid-19 Task Force to meet its outputs potentially over both the short and medium term.
- 5.2 The Supplier shall provide direct support and knowledge transfer, whilst providing options to flex their team up or down or bring support to an end, with appropriate notice, as key conditions are met: including recruitment of appropriate civil service resources and/or the achievement of specific goals. The Contracting Authority deems "appropriate notice" to consist of five working days, in the event it wishes to bring support to an end, due to reducing business needs.
- 5.3 The ability to intelligently manage the numbers and type of deployed consultants through variable contract periods is mandatory. This shall include ensuring the grade mix of the team assigned will be flexed to provide the right balance in terms of quality and cost effectiveness.

6. THE REQUIREMENT

- 6.1 The Task Force requires the ability to call on support for its core tasks as detailed above. The Supplier shall meet the following requirements:
- 6.1.1 Mobilising teams of appropriate skills and experience of working in public sector settings to support key Covid-19 Task Force priorities for:
- 6.1.1.1 Policy development and delivery.
 - 6.1.1.2 Portfolio and programme management.
 - 6.1.1.3 Data and analysis.

6.1.2 Doing so within 72 hours of requests being received. (The new Government Consulting Hub will have a 48 hour period of first refusal on any potential requests – the 72 hours will start after that period).

6.1.3 Being able to support out of hours, shifts and weekend working.

6.2 The Supplier shall provide SC-cleared consultants to deliver the service wherever possible. BC or CTC clearance is required to be issued with Cabinet Office IT.

6.3 The exact scale and duration of the various projects are to be determined but for guidance, individual engagements are likely to last for several weeks at a time, and to involve teams of on average 2 or 3 but potentially up to 10 consultants providing support to teams under particular pressure as a result of the development of the pandemic. There could be multiple such engagements simultaneously. While this call-off is a contingency, it is vital that Potential Providers are able to demonstrate an assured ability to meet the requirement up to the maximum scale described in this statement of requirement.

6.4 It is likely that the Supplier's consultants will be directly supporting Deputy Directors (or in some cases acting at that level) to enable them and their teams to deliver outputs under pressure across the full range of the Task Force's objectives.

6.5 The Supplier's consultants will be expected to operate on Cabinet Office IT, which will be provided to core staff. It is expected that this IT will be provided within 1 week of the contract start date. Until this point, the consultants are expected to use their own technology to enable service delivery.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1		within week 1 of Contract Award.
2	supply consultant teams as required by authority	Ongoing through contract

8. MANAGEMENT INFORMATION/REPORTING

8.1 The Supplier shall attend monthly Contract Review meetings as well as any project meetings that are required.

9. VOLUMES

9.1 The current equivalent contract has on average seen around 6 consultants (usually at consultant and senior consultant levels) mobilised at any one time. They have been predominantly deployed on policy tasks, with programme management second by volume and data and analysis third. It is therefore particularly important for Potential Suppliers to show they can meet this mix of skills.

9.2 It is likely that volumes under this contract will be lower. This is for three reasons – firstly, the new Government Consulting Hub will have first refusal on meeting our requirements; secondly, our in-house skills have increased since the previous contract was placed; third, if the course of the pandemic and the government's response continues as currently expected, there will be fewer crises requiring external support than in the earlier stages.

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 should present new ways of working to the Authority during monthly Contract Review meetings.

10.3 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

11.1 The quality of the services are expected to be delivered in line with the standards of the Management Consultancy Framework Two.

12. QUALITY

12.1 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.

13. PRICE

13.1 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 its 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	Delivery Timescales	Supplier delivering support/ interventions within 1 week of contract start.	100%
2	Resource quality and Flexibility	The Supplier is able to intelligently scale and target resources, to ensure that the right expertise is brought to bear during any given week, at the right scale, within the bounds of the contract.	50%
3	Customer Service	Respond to email/communication from the Contracting Authority within 24 hours.	24 hours

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Due to the nature of the work, the Consultancy team members are expected to be SC cleared, accredited to OFFICIAL.

16.2 As the winning Supplier will be working on Cabinet Office IT, the Supplier's proposed team will be expected to adhere to the Cabinet Office ICT policy, details of which will be provided.

17. PAYMENT AND INVOICING

17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.3 Invoices should be submitted to: APinvoices-CAB-U@gov.sscl.com

17.4 It is expected the Supplier will invoice on completion of each task indicated in Section 7 above, and the Authority's acceptance of any outputs / deliverables.

18. CONTRACT MANAGEMENT

18.1 Attendance at Contract Review meetings shall be at the Supplier's own expense, however it is expected that such meetings will primarily be online.

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

19. LOCATION

19.1 The Supplier's consultants will work predominantly from home or, as required, in Central London.

19.2 In the event that the Supplier is expected to travel to these meetings, the base location will be:

19.2.1 Cabinet Office, 70 Whitehall, London, Greater London SW1A 2AS, England.

19.3 Travel & Subsistence costs to the base location shall be included in the rates

ANNEX B - CONTRACT RATES

1. REDACTED

Management Consultancy Framework Two (MCF2) - RM6008
Framework Schedule 4 – Template Call Off Order Form
Attachment 5a
© Crown copyright 2018

18

ANNEX C – CALL OFF TENDER

(SUPPLIER'S RESPONSES TO THE CUSTOMER'S TENDER EVALUATION QUESTIONS)

REDACTED

--

