

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 Agreement for the provision of technical advice and project management services 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	CPD4122062
From	Ministry of Housing, Communities and Local Government ("CUSTOMER")
To	Ove Arup & Partners Limited ("SUPPLIER")
Date	5 July 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 5 July 2021
1.2.	Expiry Date: End date of Initial Period: 10 December 2021 End date of Extension Period: 9 May 2022 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	<p>Services required:</p> <p>Transport Planning Service – Support for the OxCam Spatial Framework</p> <p>Overview:</p> <p>The Oxford-Cambridge Arc (the Arc) is a globally significant area between Oxford, Milton Keynes and Cambridge. It is formed of five ceremonial counties: Oxfordshire, Bedfordshire, Buckinghamshire, Northamptonshire and Cambridgeshire. There is an opportunity, recognised by government and local partners, to build a better economic, social and environmental future for the area. With high-quality, well-connected and sustainable communities making the Arc an even more beautiful place to live, work and visit.</p> <p>To achieve this ambition, the government alongside local partners, is going to develop a long-term Spatial Framework for the Arc that will support better spatial planning, provide a blueprint for better-targeted public investment, give investors and businesses greater long-term certainty over growth plans, and allow communities to shape the long-term future of places across the region. We are committed to working with local communities throughout so we can create beautiful and sustainable places for residents and workers to enjoy.</p> <p>The Spatial Framework for the Arc will have 4 main areas of focus: the economy; the environment; transport and infrastructure; and housing and planning. These will run throughout the timeline for developing the Spatial Framework, which comprises three core phases:</p> <ol style="list-style-type: none">1. Developing a vision for the future of the Oxford-Cambridge Arc – We will undertake wide public engagement to shape a vision for the area, through a consultation in summer 2021.2. Towards a Spatial Framework – We will develop options for turning the vision into policy, based on engagement and initial evidence gathering and analysis. We will publish these options for consultation in spring 2022.3. Draft Spatial Framework – To finalise the Spatial Framework, we will consider responses to this consultation, and undertake spatial analysis, option testing, impact assessments and stakeholder engagement. We will publish a draft Spatial Framework for consultation in autumn 2022, with implementation of the final Framework shortly after. <p>Our requirement:</p> <p>MHCLG requires continuation of support to provide technical advice and project management services to oversee the scoping, procurement, and commencement of workstreams related to strategy development for transport and infrastructure.</p>
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	<p>To support this requirement, the successful individual commissioned is likely to focus on the following tasks:</p> <p>Leading policy development</p> <ul style="list-style-type: none"> • Responsible for delivering transport and infrastructure planning policy in the OxCam Spatial Framework, in relation to identification and testing of locations for new housing, commercial development and environmental land management schemes • Responsible for setting strategic transport and infrastructure planning policy to achieve sustainable objectives. • Working with colleagues to ensure an integrated approach to plan-making on land use, transport, the economy, environment and infrastructure. <p>Evidence</p> <ul style="list-style-type: none"> • Responsible for assessment of existing potential evidence base and it's suitability for use by the Spatial Framework. • Working with Department for Transport and other Government departments in scoping of emerging work commissioned such that it is suitable for Spatial Framework purposes • Developing scope of requirements for the Spatial Framework evidence base with regards to transport, infrastructure, delivery and funding • Commissioning other Government departments, University researchers or consultants to address evidence base gaps as appropriate, including specification writing, evaluation of tender responses and supplier engagement. • Management and/ or liaising with procured consultants for the Spatial Framework evidence base with regards to transport, infrastructure, delivery and funding. <p>Delivery</p> <ul style="list-style-type: none"> • Responsible for managing the delivery of work by other Government departments, University researchers and consultants commissioned to produce the Spatial Framework evidence base. • Responsible for developing the project plan for the transport and infrastructure workstream • Managing the allocated budget for the workstream • Providing recommendations and technical advice on delivery of transport and infrastructure planning.
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	<p>Stakeholder engagement</p> <ul style="list-style-type: none"> • Responsible for relationships with other Government departments, including principally the Department for Transport, and working collaboratively in the development of Spatial Framework policy, especially with regards to transport, infrastructure, delivery and funding. • Responsible for relationships with other key bodies within the Arc, including the sub-national transport body for the area England's Economic Heartland • Working with colleagues in communication planning for both internal and external stakeholder engagement and in support of the wider communications strategy • Responsible for transport and infrastructure aspects of public engagement work including development of deliverables and workshops, and securing support for the objectives of the Spatial Framework for the Arc • Working with colleagues on the development of the Data Observatory for the Arc, including liaising with stakeholders on data inputs, technical and policy advice <p>Proposed approach:</p> <p>The above is a high-level overview of the anticipated tasks. However, our requirement is to have flexible support across the entire programme of work and priorities may change over the duration of the contract. These will be mutually agreed where possible based on skills, interest and experience.</p> <p>As an initial action once appointed, MHCLG and the consultant will convene a project planning session to collectively determine timeframes and allocate days for tasks. This plan will be regularly reviewed to ensure the best allocation of resource and ensure sufficient support is provided.</p> <p>The consultant will be provided with an MHCLG @communities.gov.uk email address, a laptop and IT equipment, and access to internal shared folders for the project. We would anticipate that the consultant would present themselves as representing MHCLG throughout the project.</p> <p>The intention would be for this work to be undertaken with consideration of current coronavirus guidelines. Work can primarily be undertaken online. The MHCLG offices are a Covid-secure workplace and, in the circumstances that face-to-face meetings are permitted, access to the MHCLG site will be provided.</p> <p>This role will report to the Head of the Spatial Framework for the OxCam Unit.</p> <p>Project timeframe:</p> <p>This role will run for approximately 5 months (23 weeks).</p>
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	<p>Roles and Responsibilities</p> <p><u>Management of the Consultant</u></p> <ol style="list-style-type: none"> 1. The Consultant will work for the Customer on a part time basis for the Contract Period. 2. Day to day management of the Consultant will be under direct control of the Customer. The Consultant will be responsible to, and work under the direction of, the Customer's Project Manager. 3. The Customer shall be fully responsible for and assume liability for the work carried out by the Consultant and the Supplier will take no responsibility and accepts no liability for such work. <p><u>Supplier obligations</u></p> <ol style="list-style-type: none"> 4. The Supplier shall continue to pay the Consultant's salary and provide allowances or benefits that it is required to provide in accordance with their conditions of employment during the Contract Period. 5. The Consultant shall remain an employee of the Supplier for the Contract Period. <p><u>Customer obligations</u></p> <ol style="list-style-type: none"> 6. The Customer shall provide the Consultant with a safe place of work. 7. The Customer shall provide any required H&S training to the Consultant and shall provide (with a copy to Supplier) all policies that it requires the Consultant to comply with during the Period. 8. The Customer shall fulfil all duties relating to the Consultant's health, safety and welfare as if it was their employer and shall comply with the Supplier's reasonable requests in connection with the Employer Company's duties in relation to the Consultant. 9. The Customer shall maintain any necessary records relating the work performed by the Consultant, including details of QA procedures. The Customer shall allow the Supplier to have access to such records upon reasonable notice. <p><u>Leave entitlement</u></p> <ol style="list-style-type: none"> 11. During the Contract Period, the Consultant will take the Supplier's holiday entitlement (in addition to the normal bank holidays) at times to be agreed by the Customer.
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Key dates and deliverables will be reviewed / agreed during the Contract term.</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: Subject always to the exercise of Good Industry Practice: <ul style="list-style-type: none">• The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.• The Supplier should present new ways of working and ongoing learning to the Authority during Contract review meetings.• 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.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: The Consultant: <REDACTED> – Senior Planner
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied.

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>Provision of secondees, <REDACTED>.</p> <p>Total fee for the contract period is £36,225 (excluding VAT)</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payments will be made by BACS following receipt of an electronic invoice.</p> <p>Invoices must quote MHCLG's contract number and purchase order number (to be confirmed) along with an appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.</p> <p>The Supplier may only invoice for work completed and evidenced by an approved time sheet.</p> <p>Invoices must also quote MHCLG's vendor number. If the Contractor has not received a vendor number, the Contractor should complete a SAP7B form (available on request) and send it to MHCLG's Commercial Representative.</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>clginvoices@communities.gov.uk</p> <p>CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN</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>1 Call Off Contract Years from the Call Off Commencement Date</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))</p> <p>Not applied.</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 £36,225 (excluding VAT)
7.2	Supplier's limitation of Liability Clause 37.2.1 of the Call Off Terms.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity up to: £2,000,000 per claim. Public and Products Liability up to: £2,000,000 per claim. Employer's Liability up to: £5,000,000 per claim.

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): 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: 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: Supplier's proposal and pricing

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required

10.3	Security: Select short form security requirements
10.4	ICT Policy: To be provided by the Customer before the Commencement Date.
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 10 working days.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Information to be supplied in Microsoft Office format.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Head of Procurement Ministry of Housing, Communities and Local Government Fry Building, 2 Marsham Street, London SW1P 4DF commercial@communities.gov.uk Supplier’s postal address and email address: <REDACTED> – Associate Director Ove Arup & Partners Limited 8 Fitzroy Street London W1T 4BJ <REDACTED>
10.10	Transparency Reports NOT USED.
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: The Supplier’s proposal is attached as “20210625_MHCLG Spatial Framework Proposal_Issue”

10.13	Publicity and Branding Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Not applicable.
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 - NOT USED

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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	