

## **Crown Commercial Service**

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### **Call Off Order Form for Management Consultancy Services**

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**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 **Strategy Consultancy Services** dated **10 August 2021**.

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	<b>PO number to be advised</b>
From	<b>Kent and Essex Police</b> <b>("CUSTOMER")</b>
To	<b>Chaucer Group Ltd,</b> 10 Lower Thames Street, London, England, EC3R 6EN <b>("SUPPLIER")</b>
Date	<b>As of 10<sup>th</sup> August 2021</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 3 September 2021
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>12 November 2021</b>  End date of Extension Period: <b>None</b>  Minimum written notice to Supplier in respect of extension: <b>N/A</b>

#### 2. SERVICES

**2.1. Services required:**

Kent and Essex Police Forces are seeking to develop a forward-looking IT strategy, IT Roadmap and IT Target Operating Model (TOM) modelled to ensure the creation of a value for money IT service that engages future focused innovation. The future service model will improve and develop new technologies, improve demand management and invest in the capabilities required to drive out cost resulting from improved management of IT services. The strategy will be grounded in and fully aligned with broader operational strategies across Kent and Essex Police.

Key deliverables:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  Key Project Phases are:  <b>1. Phase 1a - Discovery/As Is Analysis</b> – undertaken from 10-31 August 21 <ul style="list-style-type: none"><li>• [REDACTED]</li><li>■ [REDACTED]</li><li>■ [REDACTED]</li></ul>
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	<ul style="list-style-type: none"> <li>• [REDACTED]</li> </ul> <p><b>2. Phase 1b - Draft Strategy/IT TOM - undertaken from 1-30 September 21</b></p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <p><b>■ Phase 1c - Strategy/TOM Delivery - undertaken from 1-29 October 21</b></p> <ul style="list-style-type: none"> <li>• A [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <p><b>■ Phase 1d - Conclusions/Recommendations - undertaken from 1-12 November 21</b></p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul>

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> <i>Cyber Essentials</i>

	<i>ISO27001 for storage of any Authority Data shall not be required unless processing of Authority Data is requested and agreed in advance by both parties.</i>
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Engagement</b> [REDACTED] [REDACTED]  <b>+44 (0) 7392868847</b> [REDACTED] [REDACTED] [REDACTED]
<b>5.2</b>	<b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b> <p>In consideration of the sensitive nature of the Customer's work, and except as agreed by exemption on a case by case basis, all unspent convictions including any convictions in a Court of Law outside Great Britain, and convictions relating to an offence from a statutory prescribed list, such convictions listed in the following document: <a href="https://www.gov.uk/government/publications/dbs-list-of-offences-that-will-never-be-filtered-from-a-criminal-record-check">https://www.gov.uk/government/publications/dbs-list-of-offences-that-will-never-be-filtered-from-a-criminal-record-check</a> (as updated from time to time)</p>

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): The Services will be charged as a fixed fee.	
	<b>Phase</b>	<b>Cost (exc VAT)</b>
	<b>Phase 1a - Discovery/As Is Analysis – invoice date 10 September 21</b>	[REDACTED]
	<b>Phase 1b - Draft Strategy/IT TOM - invoice date 30 September 21</b>	[REDACTED]

	<b>Phase 1c - Strategy/TOM Delivery - invoice date 29 October 21</b>	
	<b>Phase 1d - Conclusions/Recommendations - invoice date 12 November 21</b>	
	<b>Total (excluding VAT)</b>	<b>£124,200</b>
.		
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Payment by BACS, 30 days from receipt of a correct invoice or 30 days after the last day of the month the invoices relates to, whichever is earlier.	
<b>6.3</b>	<b>Reimbursable Expenses:</b>  Reimbursable expenses permitted where prior approval has been granted by MHRA, such approval not to be unreasonably withheld or delayed provided the Supplier has given due regard to the restrictions and limits set out within the Customer's Agency Travel, Expenses and Hospitality Policy.	
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  As per Supporting PO	
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  N/A	
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:  N/A	
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted	

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £124,200
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);  In Clause 37.2.1 of the Call Off Terms

	Supplier is not liable for Delay Payments
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): <ul style="list-style-type: none"> <li>i. a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>ii. professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> </ul>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):  In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div>
<b>8.4</b>	<b>Exit Management:</b>  Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  Supplier Confidential Information relating to methodologies and ways of working, including but not limited to all Supplier Intellectual Property.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: 10/9/2019
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	Recital D - date of receipt of Call Off Tender: 30/9/2019
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Select short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Such format to be decided as required.
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ms Rachel Binns, Kent Police, Suton Road, Maidstone, Kent., ME15 9BZ  <b>Rachel.Binns@kent.pnn.police.uk</b> Supplier's postal address and email address: <b>Chaucer Group</b> <b>10 Lower Thames St,</b> <b>London</b> <b>EC3R 6EN</b> Copied to <a href="mailto:contracts@chaucer.com">contracts@chaucer.com</a>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> BPSS: To conform with the Customer's requirements for access to the Customer premises and corporate IT, the Supplier must apply for 'Supplier Personnel'

	screening and provide evidence of such to the Customer prior to individual personnel starting on any chargeable work.
<b>10.12</b>	<b>Call Off Tender:</b>
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> No applied
<b>10.14</b>	<b>Staff Transfer</b> None
<b>10.15</b>	<b>Processing Data</b> The Supplier will not be processing Personal Data. .
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> Not applied.




## 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	Natalia Sokolova, Partner
Signature	
	

** on behalf of the Customer:**

Name and Title	Mr David Levy – Director of Commercial Services
Signature	
Date	Sep 3, 2021

