

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **CPD4124047**

THE BUYER: **Department for Levelling Up, Housing and Communities**

BUYER ADDRESS **2 Marsham Street, London, SW1P 4DF**

THE SUPPLIER: **The Young Foundation**

SUPPLIER ADDRESS: **Toynbee Hall, 28 Commercial Street, London, E1 6LS**

REGISTRATION NUMBER: **01319183**

DUNS NUMBER: **290745280**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 1st June 2023. It's issued under the DPS Contract with the reference number RM6126 for the provision of Community Ownership Fund Feasibility and Evaluation Study.

DPS FILTER CATEGORY(IES):

Business transformation and change, Community cohesion, Charities and community / social enterprise / voluntary organisations, Grants and grant funding, financial analysis (incl. cost-benefit analysis, return on investment analysis), Impact assessment, Mixed method (qualitative and quantitative), Impact evaluation, Theory-based impact evaluation (incl. Theories of Change (ToC) and Logic Modelling), Process evaluation, Value-for-money evaluation, Deprived communities, England, Wales, Scotland, Northern Ireland

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 02 (Variation Form)
 - Joint Schedule 03 (Insurance Requirements)
 - Joint Schedule 04 (Commercially Sensitive Information)
 - Joint Schedule 06 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6126**
 - Order Schedule 01 (Transparency Reports)
 - Order Schedule 02 (Staff Transfer)
 - Order Schedule 03 (Continuous Improvement)
 - Order Schedule 04 (Order Tender)
 - Order Schedule 05 (Pricing Details)
 - Order Schedule 07 (Key Supplier Staff)
 - Order Schedule 08 (Business Continuity and Disaster Recovery)
 - Order Schedule 09 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

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ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: **May 2023**

ORDER EXPIRY DATE: **March 2025**

ORDER INITIAL PERIOD: **22 months**

This contract is subject to a 12-month extension option from March 2025 – March 2026. This option to extend is subject to fund approval and is at the Authority's discretion. Should DLUHC wish to execute this extension option, it shall give no less than 3 months written notice.

The contract is subject to a break clause dependent on output and sign off (by the Authority) of Milestone 1, the feasibility study, and its report recommendations. Meaning if Milestone 1 isn't signed off by the Authority a break clause will be initiated. The Authority will give a minimum of one months' notice before invoking this.

Please note that if this break clause is initiated the contract milestones will be subject to a review. DLUHC reserves the right not to proceed with Milestones 2-5, the supplier will not be required to supply Milestones 2-5 and thus DLUHC will not be obligated to pay for Milestones 2-5.

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

<REDACTED>

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £240,000.00. The Contract Years are structured in line with the Authority's Financial Year (April to March).

ORDER CHARGES

The maximum firm price to deliver the project is capped at £626,317.00. Full details are set out in Order Schedule 5 (Pricing Details)

<REDACTED>

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The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS / Electronic Invoice.

Invoices must quote the Buyer'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 the Buyer cannot be held responsible.

BUYER'S INVOICE ADDRESS:

Department for Levelling Up, Housing & Communities,
Invoice Processing team,
Finance Shared Services Division,
High Trees,
Hillfield Road,
Hemel Hempstead,
HP2 4XN

Email: CLGInvoices@communities.gsi.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Surveys Lead

<REDACTED>

Fry Building, 2 Marsham Street, London, SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/collections/greening-government-commitments>

BUYER'S SECURITY POLICY

Security Requirements are set out in DPS Order Schedule 9.

SUPPLIER'S AUTHORISED REPRESENTATIVE

<REDACTED>

Director of Finance and Corporate Resources

<REDACTED>

Toynbee Hall, 28 Commercial Street, London, E1 6LS

SUPPLIER'S CONTRACT MANAGER

<REDACTED>

Associate Director

<REDACTED>

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PROGRESS REPORT FREQUENCY

Highlighted within Section 7 - Key Deliverables and Milestones (Attachment 3 – Statement of Requirements).

PROGRESS MEETING FREQUENCY

Monthly progress meetings to discuss all operational matters.

Steering group meetings to provide detailed project progress update, frequency as outlined in attachment 3 – Statement of Requirement.

Monthly Contract Review meetings will review progress against the contract and ways of working

KEY STAFF

As listed in Annex 1 of Order Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

Kantar Public UK Limited

4 Millbank, Westminster, London, SW1P 3JA

WPI Economics

5-6 St Matthew Street, London SW1P 2JT

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

<REDACTED>

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<REDACTED>	Signature:	<REDACTED>
Name:	<REDACTED>	Name:	<REDACTED>
Role:	Chief Executive	Role:	Associate Commercial Specialist
Date:	30 May 2023	Date:	1 st June 2023