



Crown
Commercial
Service

**Provision of Project Management Services for Civil
Service and Royal Mail Statutory Pension Schemes**

To

Cabinet Office

From

Acuity Business Solutions

Contract Reference: CCCC20B12

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 Consultancy 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 Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed following contract award
From	Cabinet Office ("CUSTOMER")
To	Acuity Business Solutions ("SUPPLIER")
Date	02.10.2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Tuesday 6 th October 2020
1.2.	Expiry Date: End date of Initial Period: 5 th April 2024 End date of Extension Period: 5 th April 2025 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1.	Services required: In Annex A – Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan:
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Milestone	Description	CSPS Timeframe
1	Delivery of approved Outline Business Case	End December 2020
2	Delivery of Draft Service Requirement for Contract(s)	End January 2021
3	Delivery of SQ evaluation methodology	End February 2021
4	Delivery of Evaluation Methodology for contract award	End March 2021
5	Delivery of the detailed plan for Competitive Procedure with Dialogue	End March 2021
6	Participation in Negotiation	April 2021 – November 2021
7	Completion of bid evaluation – selection of preferred supplier	Q1 2022

4. CONTRACT PERFORMANCE

4.1. Standards:	In Clause 11 of the Call Off Terms and the Supplier must hold Cyber Essentials Plus certification and/ or ISO 27001:2013 certification.
4.2 Service Levels/Service Credits:	In Annex A – Statement of Requirements
4.3 Critical Service Level Failure:	Not applied
4.4 Performance Monitoring:	In Annex A – Statement of Requirements
4.5 Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1 Key Personnel:	
Cabinet Office:	REDACTED

	Supplier: REDACTED
5.2	Relevant Convictions In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The contract value will be up to £175,000.00 (ex VAT), as this is a call off contract, this is not a guaranteed spend. REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Invoices will be submitted monthly in arrears. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
6.3	Reimbursable Expenses: Permitted Travel outside of the base location will be reimbursed in line with the Cabinet Office Travel & Subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term including any extensions
6.6	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: 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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: To be confirmed during the mobilisation meeting.
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): 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: The Supplier's proposal, rates and pricing shall be deemed as commercially sensitive information.

10. 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: 04.09.2020 Recital D - date of receipt of Call Off Tender: 17.09.2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Long form security requirements

	<p>AND</p> <p>The security details as outlined in section 16 of the Statement of Requirements.</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.5	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be defined if required during the contract term.</p>
10.6	<p>Protection of Customer Data</p> <p>In Clause 35.2.3 of the Call Off Terms</p>
10.7	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: REDACTED</p> <p>Supplier’s postal address and email address: REDACTED</p>
10.8	<p>Transparency Reports</p> <p>Not applicable</p>
10.9	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not applicable</p>
10.10	<p>Call Off Tender:</p> <p>In Annex B – Call Off Tender</p>
10.11	<p>Publicity and Branding</p> <p>In Clause 36.3.2 of the Call Off Terms</p>
10.12	<p>Staff Transfer</p> <p>Not applicable</p>
10.13	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>The contact details of the Customers Data Protection Officer are: REDACTED</p>

	The contact details of the Suppliers Data Protection Officer are: REDACTED
Contract Reference:	
CCCC20B12	
Date:	
02.10.2020	
Description Of Authorised Processing	
Details	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor 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 Workplace address Workplace Phone Number Workplace email address Names Job Title
Categories of Data Subject	
10.15	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	05.10.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	07.10.2020

Statement of Requirements

Contract Reference: Provision of Project Management Services
for Civil Service and Royal Mail Statutory
Pension Schemes

1. PURPOSE

- 1.1 The Cabinet Office ('the Authority') expects to require project management services to support the procurement of out-sourced administrator(s) for the Civil Service Pension Scheme (CSPS) and the Royal Mail Statutory Pension Scheme (RMSPS). The Authority requires the services to be provided flexibly in response to changing demands and the in-house capability of its own resources.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The Authority manages two pension schemes, which respectively are the third and sixth largest pension schemes in the UK: the Civil Service Pension Scheme (CSPS) and the Royal Mail Statutory Pension Scheme (RMSPS). Both are administered under contract, the former by MyCSP and the latter by Capita. The two contracts are due to expire in the coming few years, and the Authority is conducting an options analysis to determine how to administer the schemes beyond the current contracts; with procurement of new contracts being a highly likely outcome.
- 2.2 The Authority will consider a variety of options for optimising the running of the two procurements, but provisional timescales are:
- 2.2.1 CSPS: six months to prepare to launch the procurement, 12 - 18 months to complete the procurement and 24 - 30 months to transition the services.
- 2.2.2 RMSPS: six months to prepare for procurement, 12 months procurement and 18 months transition.
- 2.3 These timescales are provisional, and may change as the Authority completes its options analysis, which will include the relative timing of the two procurements, and whether to run them as joint or separate procurements.
- 2.4 The Authority has established a Future Services Programme and is recruiting a team to deliver the work. However, the Authority expects that there will be a requirement to supplement the internal resources over the period of the Programme. The Provider will be expected to provide support services throughout this period and for a reasonable timeframe thereafter to ensure transition is successfully achieved, although the vast majority of the activity on both programmes will take place up to the point of contract award.
- 2.5 As the future direction of the Programme is still uncertain, the Authority reserves the right to call upon the Supplier to provide, some none or all of the services described.

3. DEFINITIONS

Expression or Acronym	Definition
CSPS	Civil Service Pension Scheme
RMSPS	Royal Mail Statutory Pension Scheme
SOSR	Statement Of Service Requirement
SQ	Selection Questionnaire

4. SCOPE OF REQUIREMENT

4.1 The requirement is to work flexibly to support and supplement the Authority's own capability, which may vary through the period of the procurement(s). The services required are:

4.1.1 Developing and maintaining project documentation

4.1.2 Drafting business cases

4.1.3 Ensuring effective operation of the programme

4.1.4 Managing the Programme Board

4.2 The Supplier shall be part of a wider Programme delivery team (including Authority staff and other external appointments) and will work collaboratively and proactively with the team to deliver the Programme's objectives. The Provider's team must provide a balance of appropriate experience and skills matching the service. The team will at all times be working closely with the Authority.

4.3 As required, the Supplier shall attend key Authority stakeholder meetings, e.g. the Programme Board.

4.4 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed in accordance with agreed planning and provide details of the reasons for non-performance along with any corrective action and the date by which such Services will be completed.

5. THE REQUIREMENT

5.1 Project Management - Key Activities.

5.2 The Supplier shall deliver the following services, although the exact requirements will vary throughout the project.

5.2.1 Day to day management of the project and the project team. Providing effective management controls. Designing the project structure and organisation appropriate to stage. Set appropriate

- delivery methodologies. Manage effective transition between project phases.
- 5.2.2 Contribute to the development and drafting of the Business Case, with input from specialists as necessary.
 - 5.2.3 Develop the budget and track delivery within budget.
 - 5.2.4 Identify skill requirements; and provide advice to the Programme Lead on deployment of resources. The Authority's core Programme Team is expected to number eight FTE, plus external support.
 - 5.2.5 Identify and manage stakeholder relationships and need for senior level support. Manage internal and external relationships as appropriate
 - 5.2.6 Identify and monitor project risks and issues. Develop mitigating actions and escalate as appropriate. Identify and work with related projects within the wider Civil Service HR function to manage interdependencies.
 - 5.2.7 Develop and implement effective Programme governance. Support effective governance and decision making. Provide reporting and engage in mechanisms that hold the Project Manager to account for delivery.
 - 5.2.8 Engage with assurance reviews and support action on recommendations. Organise assurance processes such as gateway reviews, as required.
 - 5.2.9 Ensure effective Change Management processes are in place to agree and document changes to deliverables as agreed with stakeholders.
- 5.3 The Supplier, or any of its Sub-Contractors will not be permitted to bid on the CSPS and RMSPS Administration Contract unless the Provider can demonstrate that appropriate measures will be put in place to remove any conflict, or potential conflict of interest that the Provider may have. This will include the use of strictly monitored ethical wall arrangements between the Provider's bid team and other parts of MyCSP, EQ and Capita (as appropriate).

6. KEY MILESTONES AND DELIVERABLES

- 6.1 The Supplier shall follow the expected key project deliverables, which are subject to review, but will be used by the Authority to evaluate the bids.

Milestone	Description	CSPS Timeframe
1	Establishment of the Programme Board	End October 2020

2	Delivery of approved Outline Business Case	End December 2020
3	Delivery of SQ evaluation methodology	End February 2021
4	Delivery of Evaluation Methodology for contract award	End March 2021
5	Delivery of the detailed plan for Competitive Procedure with Dialogue	End March 2021
6	Participation in Negotiation	April 2021 – November 2021
7	Completion of bid evaluation – selection of preferred Supplier	Q2 2022

7. MANAGEMENT INFORMATION

- 7.1 The Supplier shall prepare monthly (or as otherwise agreed) updates for the Authority's team giving details of:
- 7.1.1 Emerging issues that need to be addressed;
 - 7.1.2 Clarification Questions (if required);
 - 7.1.3 Actual time and costs incurred to date by activity and estimated time and cost to completion (to be updated on a four-weekly basis that coincides with the Department's internal reporting cycle).
- 7.2 The Supplier shall produce monthly timesheets for approval by the Department detailing:
- 7.2.1 work completed by task;
 - 7.2.2 hours charged together with the name of the person who has carried out the work and their hourly rate;
 - 7.2.3 recoverable expenses; and
 - 7.2.4 approved disbursements.

8. VOLUMES

- 8.1 This is a fixed term Contract of 42 months, with the option to extend up to a further 12 months at the Authority's own discretion for any additional ad-hoc call-off work. The volume of work required will vary depending on the requirements of the Programme and in response to availability and capability of the Authority's resources during this period. The Supplier will offer resources flexibly and respond in an agile manner to changes in demand.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 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.

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Service Delivery	All materials and activities (referred to in the milestone section) to be delivered within the time specified	100%
2	Service Delivery	Respond to general queries from the Authority within 72 hours upon receipt of the query	100%
3	Service Delivery	Respond to urgent queries from the Authority within 24 hours upon receipt of the query.	100%
4	Service Delivery	Provide updates on the progression of the services on a monthly basis or unless otherwise agreed with the Authority	100%
5	Service Delivery	Provide timesheets or other relevant charging details to the Authority on a monthly basis.	100%

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

12.1 External Certifications

12.1.1 The Supplier must hold at least Cyber Essentials Plus certification and/or ISO 27001:2013 certification if proportionate to the service being procured.

12.1.2 If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

12.2 End User Devices.

12.2.1 The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement. The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

12.3 Testing.

12.3.1 The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an IT Health Check or Penetration Test or provide evidence of any such test, prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

12.4 Encryption.

12.4.1 The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

12.5 Personnel Security.

12.5.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HM Government Baseline Personnel Security Standard (BPSS) or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

12.6 Identity, Authentication and Access Control.

12.6.1 The Supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The supplier must retain records of access to the physical sites and to the service.

12.7 Data Destruction/Deletion.

12.7.1 The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

12.8 Audit and Protective Monitoring.

12.8.1 The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

12.9 Location of Authority/Buyer Data.

12.9.1 The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

12.10 Vulnerabilities and Corrective Action.

- 12.10.1 Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the National Cyber Security Centre Cloud Security Principle 5.
- 12.10.2 Suppliers must ensure that all 'Commercial Off The Shelf' (COTS) Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

13. PAYMENT AND INVOICING

- 13.1 Invoices will be submitted monthly in arrears.
- 13.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 13.4 Invoices should be submitted to: REDACTED

14. CONTRACT MANAGEMENT

- 14.1 The Authority and the Supplier shall both be responsible for managing this contract upon award.
- 14.2 The Contract will be managed by the Authority's Programme Lead working alongside the awarded supplier. Attendance at Contract Review meetings, if required, shall be at the Supplier's own expense.

15. LOCATION

- 15.1 The Authority's Programme team is based in Buckingham Palace Road, London, but works virtually with staff dispersed nationally and currently working from home. The Authority utilises Google Meet for video conferencing. Much of the requirement can be delivered remotely (at the Authority's discretion) but the Supplier's staff will be required to attend meetings in London, Liverpool, and Sheffield and potentially bidders' offices. Dialogue/Negotiating sessions are likely to be in London.
- 15.2 The Base Location of the services will be REDACTED. Travel and Subsistence to locations other than the base location shall be payable in accordance with Cabinet Office Travel and Subsistence policy with prior approval from the Authority.

Annex B – Call Off Tender

REDACTED