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 Professional Services in support of Business Transformation 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	**VOA/2020/020**
From	**Valuation Office Agency ("CUSTOMER")**
To	**Atkins Limited** **("SUPPLIER")**
Date	**31st October 2020 ("DATE")**

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	**Commencement Date: 31st October 2020**
1.2.	**Expiry Date**: End date of Initial Period: 31st March 2021 End date of Extension Period: **up to 4 weeks – subject to Customer's approval** Minimum written notice to Supplier in respect of extension: **10 days**

2. SERVICES

2.1	**Services required**: In Call Off Schedule 2 (Services) In line with the BST programme roadmap and adoption of agile, implement the necessary teams to work with VOA appointed scrum master and project manager required to develop a base Valuation Mapping System (VMS) no later than 31st March 2021. This should include a prioritised backlog capable of delivering Agency wide services in line with defined user journeys to allow initial incorporation into the NDR, Check/Challenge delivery phase starting 1st March 2021 (software to be selected and acquired by VOA CG by November). 1.1. Alpha environments available for both VMS and data repository 1.2. Define data model and data architecture for storing the range of geospatial data required to support geospatial valuation analysis 1.3. Create a data dictionary that includes GIS data schema and layer specifications based on the use cases the geospatial data needs to enable. This should include as a minimum a data specification/schema for NDR data. 1.4. Research UI/UX design and customise a desktop or browser solution for specific VOA needs (current focus in on developing a customised QGIS but emphasis could shift to a web-based solution) 1.5. Consideration should be given to any specific needs the geospatial subject matter experts and super users within the VOA will need to develop and maintain geospatial as a capability. This may include but is not limited to more sophisticated client-based software. 1.6. Document requirements and processes for capturing data using mobile devices for specific inspection needs. This should include market scan of available software/hardware to meet requirements, software customisation/configuration, creation of appropriate survey schemas and training/best practice documents. 1.7. Training/familiarisation packs in progress and clarity around target user group for VMS

1.8. Develop the governance model through standards and controls for data management, ability to manage users and access controls, layers, templates and map services to operate an effective Geospatial product/service.

The following role descriptions give an indicative view of the capabilities expected to be engaged in support of the geospatial delivery

1. Geospatial Data/Solutions Architect/Engineer Responsibilities:

- Lead the design and implementation of geospatial data architecture to meet overall BST Geospatial Data Requirements and Valuation Mapping System (VMS)
- Work collaboratively with technical architects, developers and SMEs to design and implement overall geospatial solution based on BST Geospatial requirements
- Design and develop quality assurance / quality control processes and procedures
- Work with business analysts, technical architects and stakeholders from other work packages to translate BST requirements into technical and geospatial data requirements
- Works collaboratively with GIS Analyst in the design, development and maintenance of geospatial data models involving both VOA and Third Party Geospatial Data
- Work with GIS Analyst and SMEs from other BST work packages to develop documentation on geospatial data capture specification, metadata (i.e. schema) and business rule association with geospatial data.

2. Geospatial Data/Solutions Architect/Engineer Skills

- Strong leadership and project management skills dealing with multiple priorities in a team-oriented environment
- Strong interpersonal and verbal/written communication skills with an ability to maintain professional working relationships and present ideas in a business-friendly language
- Excellent analytical and problem-solving abilities
- Expert Extensive knowledge of the principles and practices of GIS, data architecture, spatial analysis and cartography
- Expert level knowledge of geospatial databases, common geospatial applications such ArcGIS, QGIS,MapInfo, Web Based GIS, Relational Databases, Cloud-based Data and Application Environments

- Experience of working in an AGILE environment and related productivity tools such as JIRA

3. Geospatial Analyst Responsibilities:

- Support Geospatial Data/Solutions Architect/Engineer and GIS Developer in,
- Documenting geospatial data model
- Populating Geospatial Data Warehouse
- Designing and running geospatial data migration scripts and processes
- Support User Researcher in capturing the archetypes and user personas for office and survey geospatial applications
- Provide analytical support to prepare reports and perform geospatial analysis.
- Support technical assistance and provide training regarding the use of geospatial tools and processes.

4. Geospatial Analyst Skills

- Dealing with multiple priorities in a team-oriented environment
- Strong interpersonal and verbal/written communication skills with an ability to maintain professional working relationships and present ideas in a business-friendly language. Comfortable in presenting to groups.
- Analytical and problem-solving abilities
- Knowledge of the principles and practices of GIS, GIS Development, spatial analysis, and cartography, data migration.
- Knowledge of geospatial databases, common geospatial applications such ArcGIS, QGIS, MapInfo, Web Based GIS, Relational Databases, Cloud-based Data and Application Environments
- Experience of working in an AGILE environment and related productivity tools such as JIRA

5. Geospatial Developer Responsibilities:

- Work collaboratively with geospatial data architects, analysts and user researchers to:
- develop and maintain geospatial applications and processes for desktop, server and mobile applications using a variety of languages and software, adhering to industry standards for web and GIS technologies,

- develop GIS database access and population scripts,
- Test, analyse, and resolves production problems.
- Performs impact analysis for suggested systems changes, patches and upgrades.
- Write user guide and technical documentation.

6. Geospatial Developer Skills:

- Strong interpersonal and verbal/written communication skills with an ability to maintain professional working relationships and present ideas in a business-friendly language
- Excellent analytical and problem-solving abilities
- Expert level knowledge of geospatial databases, application development in common geospatial applications such ArcGIS, QGIS, MapInfo, Web Based GIS, Mobile GIS, Cloud-based Data and Application Environments.
- Relational Databases
- Proficient in:
- Database management experience
- Application development from initial planning to completion and documentation.
- Various programming environments such as Python, JavaScript, NET, C++, SQL
- Excellent understanding of geospatial data ETL (Extract Transfer and Load)
- Experience of working in an AGILE environment and related productivity tools such as JIRA

7. UX Researcher Responsibilities:

- Work collaboratively with business and BST SMEs to gather information about their requirements and to find out what needs researching, designing or usability testing
- Prepare user archetypes, user personas and user journeys
- Support the development of wireframes, prototyping and user testing
- Presentation of the outcome of the UX research to non-expert users

8. UX Researcher Skills:

- Expert knowledge of UX research methods, creation of archetypes and user personas, storyboards, wireframes
- Strong interpersonal and verbal/written communication skills with an ability to maintain professional working relationships and present ideas in a business-friendly language

- Knowledge of GDS Design Guidelines for designing public services
- Familiarity with geospatial domain
- Experience of working in an AGILE environment and related productivity tools such as JIRA

Supplier's Tender Response (Outlining the Services within the scope of this Call-Off Contract and how they will be delivered):

Our Approach

Aligned to Government Digital Service (GDS) standards, Atkins' cross-discipline team of Solution Architects, Software Developers, UI/UX Specialists and Geospatial Consultants will work collaboratively with VOA and partners assisting in the development and testing of geospatial capabilities to support valuation activities. Adopting an agile approach, we will provide capability leads and supporting roles to help VOA develop an Alpha environment for a Valuation Mapping System (VMS). The approaches set out below are divided into the key areas highlighted in the ITT and based on what we know of the project through previous engagements, the ITT and confirmed clarifications (10.2). We propose the provision of several resources to supply relevant skills on a time and materials basis. This approach will enable Atkins to provide appropriately skilled resources to VOA that can be flexed and adapted based on activities and capability requirements agreed between VOA appointed Project Manager and Product Owner. The Atkins Account Manager and BST Programme Manager will meet monthly to agree any adjustments to levels of resource required and will document any changes in accordance with the programme's change management processes.

Logical Data Model

Our data specialists, led by Ian Symondson, will continue to develop and review the logical data model in collaboration with VOA/HMRC under our extant original contract (Professional Services in support of Business Transformation contract dated 31 October 2019) and extend this, under this proposal, to support the additional review and validation stages as outlined in VOA's ITT and below:

• Stage 4 - Review of Physical Data Models against chosen Alpha products and environments;

• Stage 5 - Instantiation of Physical Data Models in Alpha target environment (once environment is available), populated with a small set of representative test data;

• Stage 6 - Along with your software developers, support generation of a representative behaviour prototype, supplying information on behaviour associated with the data model;

• Stage 7 - Instantiation of Physical Data Models in actual target environment (once environment is available), populated with a small set of representative test data;

- Stage 8 - Along with your software developers, support the generation of a prototype with a representative user interface, supplying information on behaviour associated with the data model;

- Stage 9 - Support production of Data Migration / Transformation scripts, based on the data mapping generated during production of the Logical/Physical Data Model.

As a minimum, outline of the logical data model showing the main entities and their relationships will be required as a prerequisite to any solution architecture work commencing. VOA is ultimately responsible for the approval of the logical data model that shall be designed in collaboration with the Atkins team.

Solution Architecture

Atkins will work with an appointed Product Owner to review the existing geospatial and system requirements developed within the BST, and then identify and agree those that should be prioritised for initial Alpha development. Atkins will then assist VOA in the development of a solution architecture which identifies existing and required solution components that need to be integrated in order to provide the functionality required by the VMS alpha, as well as any existing APIs, interfaces or third-party components that could be used to support such integration. VOA have started to raise awareness of geospatial technology, principles, benefits and practices within the organisation using QGIS as a base VMS, this has not been confirmed as the target software and requirements will need to be tested against appropriate architectures. For example, while there are commercial solutions that provide integration between Documentum and Esri, integration with other GIS platforms (e.g. open source GIS solutions) may involve custom development using published APIs. The appropriate platform for providing the GIS capability (desktop or web-based) will depend on how users need to be able to access it, as well as the preferred deployment model. Where the GIS capability needs to integrate with other solutions, such as Documentum and Pega, it is likely that a web-based GIS platform which exposes data and functionality via REST or OGC APIs will be required. During the geospatial options appraisal work commissioned by VOA, Atkins developed reference solution architectures utilising both commercial-off-the-shelf (COTS) and open source components based on gathered valuation activity requirements. It is anticipated that these reference architectures can be taken forward to help prove the target alpha environment hypotheses. Consideration on whether VOA's computer hardware and networking infrastructure will require modernisation will be assessed throughout and will include the provision of mobile devices for field-based appraisal and assessment.

UX/UI Research & Design

Our UX Design capability will assist VOA in ensuring valuation processes and workflows within the case management system and VMS are wrapped seamlessly for the users. Previous work undertaken within the BST, along with SME interviews, will afford a deeper understanding of core requirements for different user groups so key features and components of the UX/UI can be defined. After appropriate user research has been collated and analysed the structures, navigations and selected user flows can be mapped, and wireframes created for key areas against user stories. Interactive

prototypes can then be developed for user testing and iterations may follow. A ‘User Interface Design' phase will explore visual design options to define a look and feel of the solution (custom graphics, icons, fonts, colours, etc) that will be compiled into a style guide for central reference. Our software developers will be engaged in all activities ready for ultimate implementation to the alpha environment.

Geospatial Analysis & Data Management

A well-managed Information Management solution and associated roles and processes is critical to ensuring that data used is reliable, accurate and maintained. Atkins will assist VOA in the creation of a “GIS & Data Management Strategy”. This will formalise the creation, migration and onward management of spatial, and related non-spatial, information helping VOA on its journey to create, obtain and store good quality, centralised, managed, single source of truth spatial data. This could include; best practice principles in information management - understanding how data interacts with the logical data model; data update strategy including versioning and governance; creation of a future proofed data dictionary with associated data and metadata schemas and specifications (based on the use cases the geospatial data will enable); information ownership, roles and responsibilities within the organisation; naming conventions; cartographic map templates; data styling definitions; data suitability and limitations and licence management. Atkins will align the strategy to appropriate industry standards such; ISO 19650 for the organisation of building information and ISO 8000 on data quality principles. We can also provide guidance on strategies for migrating legacy data into the target spatial database focusing on NDR spatial units as a known priority area.

Atkins will work with VOA to prioritise then develop key valuation workflows and where possible add a level of transparent automation to make evidence gathering more efficient. This will include workflows for inspection activities, where we will utilise our extensive knowledge of survey collection techniques to identify suitable software and hardware options and appropriate proformas.

Throughout the approach Atkins will work with VOA providing consultancy and help to develop documentation, training packs and stakeholder engagement activities to ensure user groups are familiar with processes and decisions made.

Clarifications

- Milestones listed in the ITT are part of the wider BST programme. Atkins will provide expertise to support their delivery as opposed to being directly responsible for them.
- VOA have already appointed a PM and Scrum master for this package of work
- VOA does not intend to develop a standalone geospatial system
- VOA need assistance with creating a GIS capability to support the wider case management system: how GIS is organised within the authority e.g. data schemas, data management practices, roles and responsibilities, GIS workflows. VOA will be testing GIS capabilities within different technical architectures to see if they need valuation requirements.

	• VOA require assistance to integrate GIS capabilities into a case management system such as Pega or Documentum. The two should be wrapped within one application for the user • Current GIS capability has been piloted in QGIS but the organisation is open to using Esri software • VOA require assistance in creating a technical architecture that enables case management and geospatial to work together e.g. services running between the two applications, as well as an eventual customer facing portal and mobile devices / applications. • The logical data model outline and structure will need to be a prerequisite to any development work to investigate how GIS interacts within the data model • Atkins will not be assisting with any data creation or data migration from legacy data stores. VOA expect that Atkins will help with the strategy of the ultimate migration • VOA are in the process of setting up environments in Azure • The prototyping support work for the data modelling includes supplying a software resource where required. This proposal is based on the following assumptions and dependencies: • All resources are to be provided on a time and materials basis; • Work commencing is dependent on Atkins staff receiving access to VOA/HMRC hardware with required software installed and ready to use; • All solutions will be developed and deployed on environments provided by VOA/HMRC; • Team will have access to SMEs and relevant VOA and third-party stakeholders when required; • Atkins will work under the direction of a VOA appointed Scrum Master, Product Owner and PM; • The Milestones for the Geospatial stated under 3.6 of the ITT Specification are for the overall BST programme which Atkins will support but is not accountable for; • VMS software selection has not been completed and could be desktop or cloud based; • Any software development work completed by Atkins will be done in accordance with VOA and/or BST programme approved processes and quality measures; • Atkins will not be responsible for the provision of software development configuration management tools; • Within this scope of work Atkins is supporting VOA's overall BST programme for which VOA is responsible and as such, Atkins will make recommendations based on our findings and the quality of the input information provided by VOA, for VOA's consideration and review. VOA will be responsible for determining whether such

recommendations meet its requirements and whether to take them forward for onward use;

- Atkins will not be populating data models or data schemas. Dummy data will be populated for prototyping purposes only to prove the data schemas and processes work;
- Invoices will be submitted monthly in arrears for actual effort incurred by Atkins resources in delivery of the Services and not in accordance with milestones as stated under 8.1 the ITT specification;
- VOA should give Atkins 1-month notice if they wish to exercise the 3-month extension at the contract end
- VOA will ensure that appropriate COVID-19 measures are in place at any offices that Atkins resources are required to visit.
- Response is based on the ITT and clarifications confirmed by Jon Holder 9th October 2020 listed below

Specification VOA_Atkins_VOA2020_020 Contract Version Clarifications

Page 2: Commented [MH1] McQuade, Harriet 06/10/2020 17:03:00

Need to understand what is included in the base Alpha? Is this the requirements Atkins geospatial gathered during the initial options selection? Should we take those that were marked as high priority and base the response on those or has further work been done on requirements by the product owner?

Page 2: Commented [HJ(2R1] Holder, Jon (CDIO) 23/10/2020 04:41:00

The Alpha is the BST Alpha (programme level) and will represent the integrated case management workflow and geospatial integration of the final product. Geospatial will feed into the candidates and features agreed to during PI Planning.

Page 2: Commented [MH3] McQuade, Harriet 06/10/2020 17:04:00

Again, is this based on the previous work undertaken by Atkins geospatial or have these been developed since?

Page 2: Commented [HJ(4R3] Holder, Jon (CDIO) 23/10/2020 04:45:00

Based on Atkins previous work with some development.

Page 2: Commented [MH5] McQuade, Harriet 06/10/2020 17:05:00

Have these already been created? Were these the stories created as part of the BST design, can we have sight of them or are we creating them within this task?

Page 2: Commented [HJ(6R5] Holder, Jon (CDIO) 22/10/2020 17:26:00

High level user journeys have been defined and further developed from the initial Atkins work during the Design phase. The team are now in the process of defining the more detailed business processes, features and user stories. These will be made available as and when needed, and as and when ready, to support the VMS development.

Page 2: Commented [MH7] McQuade, Harriet 06/10/2020 17:05:00

	We would like to be part of that selection, difficult for us to assign developers to unknown software. If we are to produce a proof of concept in any software just to show that the process works then please state and we will respond based on recommendations made in the previous Atkins task Page 2: Commented [HJ(8R7] Holder, Jon (CDIO) 22/10/2020 17:25:00 The Selection process will conform to the formal HMRC Commercial process governed by CDIO. Page 2: Deleted McQuade, Harriet 06/10/2020 17:12:00 Product(s) to be selected and acquired by VOA CG by November Page 2: Commented [MH9] McQuade, Harriet 06/10/2020 17:05:00 We would like to be part of that selection Page 2: Commented [HJ(10R9] Holder, Jon (CDIO) 22/10/2020 18:03:00 I cannot confirm Atkins will be able to be party to the formal selection and scoring processes. Decision needs to be Atkins by Commercial and Architecture (CDIO).

3. PROJECT PLAN

3.1.	**Project Plan**: In Call Off Schedule 4 (Project Plan) The proposed timeline and milestones to be fulfilled throughout this call off agreement are as per Schedule 4 (Project Plan). Contract delivery will begin with a kick-off meeting where milestone dates will be confirmed and finalised and any updates to Schedule 4 (Project Plan) made as appropriate. Scope, resources and effort will be developed and agreed in writing at the start of each relevant 4-weekly sprint and reviewed at each weekly meeting if appropriate Any major changes to the proposed timeline shall be recorded in writing through a contract variation. All of the Deliverables will be issued to VOA's Programme Design Director (PDD) for review and comment on the agreed milestone date in accordance with the below process: Acceptance Process: The milestone submission date will be agreed by both parties at the start of each sprint. Deliverables and resourcing will be developed in a collaborative manner, with feedback being sought and given on an ongoing basis. The PDD will have 5 working days from the submission date to accept the final deliverable, or to provide feedback to Atkins detailing further changes which are required. These changes will be agreed by both parties before being addressed by Atkins. Providing that Atkins addresses all of the review comments provided by the PDD within its feedback, the deliverables will be signed off by the PDD as final/accepted and Atkins will invoice for that milestone in accordance with the relevant payment provisions under the Call-Off Contract. This acceptance process will be undertaken in accordance with the time

	and materials approach detailed at section 6.1 of this Call Off Order and where it can be carried out within the agreed limit of liability.

4. CONTRACT PERFORMANCE

4.1.	**Standards**: Aligned with Managing Successful Programmes (MSP®) methodology
4.2	**Service Levels/Service Credits**: Not applied
4.3	**Critical Service Level Failure**: Not applied
4.4	**Performance Monitoring:** As a minimum we would expect to be provided with a weekly highlight report summarising % complete versus % forecast progress against agreed product milestones, any risks to successful delivery and proposed mitigations, and a financial summary of costs incurred and projected out-turn. The chosen partner will be required to work closely and alongside a designated group of VOA Subject Matter Experts resource (the Programme Design team). It is expected that this relationship will be collaborative in nature, and acceptance of produced products will be contingent on agreement in accordance with the Acceptance Process outlined in 3.1 Project Plan by the Programme Design Director. Proposed customer journeys will be subject to approval in accordance with the Acceptance Process outlined in the Project Plan. The chosen partner is required to report regularly (weekly via a “show and tell” to the Programme Design Director, Programme Manager and other key stakeholders.
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 Geospatial Solutions Architect Lead REDACTED Data Modelling Lead REDACTED Geospatial Analysis & Data Management Lead REDACTED UX Research & Design Lead
5.2	**Relevant Convictions** (Clause 28.2 of the Call Off Terms): Supplier's Key Personnel have SC clearance

6. PAYMENT

6.1 **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):

In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

As per Supplier's Tender Price Submission:

We can continue to offer our resources in accordance with the following discounted rate card:	**Discounted Day Rate (ex-VAT)**
Grade	
Managing Consultant	REDACTED
Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Junior Consultant	REDACTED

The above day rate is based on a 7.5 hour day.

We propose to provide our resources on a time and materials basis. Based on our assessment of your requirement as outlined in the ITT and our extant engagement with VOA, we propose that a limit of liability (LoL) of £791,450 is awarded in accordance with below break down (Table 2). Atkins will not exceed the LoL without prior agreement with VOA and subsequent contract amendment.

As the need for Atkins resource (additional to those highlighted at Table 3) is identified. the demand will be raised with VOA team and CVs for individuals will be submitted for approval before any onboarding takes place. Charge rates and effort allocation for these roles shall be agreed prior to their engagement.

Work Package Name	**Work Package Description**	**Indicative Cost/Limit of liability (LoL)**
Data Model	Support to Data Model Validation	REDACTED
Geospatial	Support development of alpha geospatial product	REDACTED
Additional Software Development Support	Additional support to develop prototype software	REDACTED
TOTAL	**£791,450**	

	The above LoL will apply to the charging of all agreed resources. Invoices will be submitted monthly in arrears for actual effort expended against the agreed charge rates. Each month we will provide a report to accompany the invoice outlining Atkins resources that have provided services in month, including the number of days for each resource, the total cost and the remaining LoL available for the remainder of the contract period. Such invoices are payable within 30 days of receipt. Initially we propose the below resources to act as the Team Leaders identified in 10.1.5: **Resource** / **Role** / **Grade/ Role** / **Rate (/day)** REDACTED / Geospatial Solutions Architect Lead / Managing Consultant / REDACTED REDACTED / Data Modelling Lead / Principal Consultant / REDACTED REDACTED / Geospatial Analysis & Data Management Lead / Principal Consultant / REDACTED REDACTED / UX Research & Design Lead / Senior Consultant / REDACTED
6.2	**Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Successful Tenderers will initially be required to provide information so that they may be adopted onto the current system and, when the SAP Ariba P2P system is deployed, will then need to register on the Ariba Network in order to transfer over to the VOA SAP Ariba system and ensure that they will continue to be able to receive purchases orders and issue invoices.
6.3	**Reimbursable Expenses**: Permitted – subject to the Programme Design Director's approval. Any Travel and Subsistence expenses should comply with VOA Policy.

	VOA T&S Policy.docx
6.4	**Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be provided within one month of acceptance of deliverables in accordance with the Acceptance Criteria. Payments will be made via an electronic payments system, and sent to voainvoices.ap@hmrc.gov.uk (including the purchase order provided). Payments will be made into the bank account provided by the supplier.
6.5	**Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Duration of the Call Off contract.
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 due to fixed price agreement.
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 not exceed £791,450
7.2	**Supplier's limitation of Liability** (Clause 37.2.1 of the Call Off Terms); The aggregate liability of the Supplier in respect of all other Losses howsoever caused, whether arising from breach of this Call Off, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the greater of 125% of the Charges paid or payable to the Supplier.
7.3	**Insurance** (Clause 38.3 of the Call Off Terms): The Supplier shall make best efforts to maintain insurance coverage against legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Call Off Contract, subject always to the availability of such insurance on commercially reasonable terms.

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 10 (ten) 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**: All pricing information including daily rates, basis of estimate, costing templates, discounts and Price in the delivery of this Call-Off Contract.

10. OTHER CALL OFF REQUIREMENTS

10.1	**Recitals** (in preamble to the Call Off Terms): Recitals B to E
10.2	**Call Off Guarantee (Clause 4 of the Call Off Terms):** Not required
10.3	**Security**: Select short form security requirements The proposed staff in paragraph 1.5 hold SC level clearance.
10.4	**ICT Policy:** VOA ICT Policy as provided to the Supplier prior to the commencement of the Services or subsequently as specifically relevant to delivery and agreed with the Supplier.
10.6	**Business Continuity & Disaster Recovery**: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	**NOT USED**
10.8	**Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):

	Compliance with ISO/IEC 27001 and/or ISO/IEC27002
10.9	**Notices** (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 10 South Colonnade, London, E14 4PU Email: REDACTED **Supplier's postal address and email address:** **Customer's postal address and email address: Nova North, 11 Bressenden Place, London, SW1E 5BY** **Email: REDACTED**
10.10	**Transparency Reports** In Call Off Schedule 13 (Transparency Reports)
10.11	**Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:** Not used
10.12	**Call Off Tender**: In Schedule 16 (Call Off Tender) – Atkins Final Tender Response  Atkins response to VOA Valuation Mapp
10.13	**Publicity and Branding (Clause 36.3.2 of the Call Off Terms)** Not used
10.14	**Staff Transfer** Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applicable
10.15	**Processing Data** Call Off Schedule 17
10.16	**MOD DEFCONs and DEFFORM** Call Off Schedule 15 Not Applicable

Schedule 4 - Project Plan

1. Define, review and document using industry standard tools the 'core' logical data model by the end of October. The three stages for delivery are as follows:

   - Stage 1 - Review of Conceptual Data Model
   - Stage 2 - Review of Logical Data Model
   - Stage 3 - Sandboxing of Logical Data Model

2. The variation to scope now includes the validation of the 'baseline' logical data model which involves the additional stages as outlined below. The target date for their completion is 31st January 2021 recognising the dependencies on other workstreams within the programme meeting their expected delivery dates.

   - Stage 4 - Review of Physical Data Models which is dependent upon the Alpha product selection targeted for implementation end November 2020.
   - Stage 5 - Instantiation of Physical Data Models (for a particular feature area) in Alpha target environment (once environment is available), populated with a (small) set of representative test data
   - Stage 6 - Support to generation of a representative behaviour prototype (for a particular feature area) by supplying information on behaviour associated with the data model Stage 7 - Instantiation of Physical Data Models (for a particular feature area) in actual target environment (once environment is available), populated with a (small) set of representative test data
   - Stage 8 - Support to generation of a prototype with a representative user interface (for a particular feature area) by supplying information on behaviour associated with the data model. It is anticipated that this will be largely based on the output from Stage 6
   - Stage 9 - Support to production of Data Migration / Transformation scripts, based on the data mapping generated during production of the Logical/Physical Data Model

   2.1. Atkins will provide the people and capabilities to support the delivery of Stages 1, 2, 4 - 9. Note that it is assumed that Stages 6, 8 and 9 will require collaboration with other teams (BST DevOps team, Data Migration / Cleansing team, GIS team). Support services may include data model reviewing, development of test harness / prototypes, and production of test scripts.

   2.2. The Atkins account manager and BST Programme Manager will meet monthly to assure delivery and agree any adjustments to levels of resource or delivery dates as required and will document any changes in accordance with the programmes change management processes.

3. Milestones for the Geospatial:

   3.1. Define the candidates for VMS Alpha Scope 5/11/2020

   3.2. Install and configure the VMS and Geospatial Data warehouse 26/11/2020

3.3. Test to the agreed VMS Alpha scope 11/12/2020

3.4. Complete the technical design of the VMS solution (includes tool and data) 18/12/2020

3.5. Design of a VMS mobile solution and development of an Alpha by 26/02/2021

3.6. Design for integration of VMS use-cases into the customer portal and development of an Alpha by 31/03/2021

Where appropriate, deliverables within each component will be developed and agreed in writing at the start of each relevant 4-weekly sprint as per Atkins proposed approach and revieed at each weekly meeting if appropriate.

Any major changes to the proposed scope of the deliverable shall be recorded in writing through a contract variation.

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	

For and on behalf of the The Commissioners for Valuation Office Agency

Name and Title	REDACTED
Signature	REDACTED
Date	