



Crown
Commercial
Service

**PROVISION OF CONSULTANCY SERVICES FOR RAPID
MANUFACTURE VENTILATOR SYSTEM (RMVS)**

TO

CABINET OFFICE

FROM

PA CONSULTING SERVICES LIMITED

CONTRACT REFERENCE: CCCC20A27

Crown Commercial Service

Emergency Ventilator Contract Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

EMERGENCY VENTILATOR CONTRACT CALL OFF ORDER FORM

PART 1 – EMERGENCY VENTILATOR 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 Management Consultancy Services dated 21st November 2017.

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	PA Consulting Services Limited REDACTED ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract is deemed to have started on 16 th March 2020.
	Expiry Date: End date of Initial Period: 15 th December 2020. There are no options to extend the Contract further.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services), and shown at Annex 1 of this Call-off-order form.
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3. PROJECT PLAN

3.1.	Project Plan: Not Required.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied.
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 Error! Reference source not found. of the Call Off Terms.

5. PERSONNEL

5.1	Key Personnel: REDACTED ("CUSTOMER") As indicated in the Supplier's Proposal at Annex 3 of this document. ("SUPPLIER")
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

	Not Applied.
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6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and at Annex 2 of this Call-off-order form.</p> <p>Contracted Services are expected to be provided for up to a maximum of £12,000,000 excluding VAT. Expenditure above this amount can only be incurred with the prior written approval of the Customer.</p> <p>MCF terms will apply to all their Services as stated in this Call Off Order.</p>
6.2	<p>Payment terms/profile:</p> <p>Method of payment is BACS.</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p> <p>The payment (invoicing) profile will be agreed between the Parties once the work is underway, but is likely to be monthly in arrears.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted with the Customer's prior written approval. Claims must be supported by receipts and tickets where applicable; and be at the rates indicated within the Customer's existing travel and subsistence rates, details of which are available upon request. Costs of creating and printing device documents incurred on behalf of the client will be charged on a pass-through basis and not be treated as part of the contract value.</p>
6.4	<p>Customer billing address: (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices shall include an electronic signature, if possible, and shall be sent to the following email address:</p> <p>REDACTED</p> <p>with a copy to:</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges held firm for: (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Nine Call Off Contract Months from the Call Off Commencement Date.</p>

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 Applied.
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: Up to a maximum of £12,000,000 (excluding VAT).
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 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period: (Clause 42.7.1 of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management: Not Applied.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied.
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9.2	Commercially Sensitive Information:		
	Sensitive Information	Reason for sensitivity	Location in Contract
	Identity of professional staff and skills experience.	Risk of 'poaching' by professional competitors.	Order Form: Annex 3.
	Fee rates for professional staff.	Of competitive value to professional competitors.	Order Form: Annex 2.
	Total price bid for the proposal.	Of competitive value to professional competitors.	Order Form: Annex 2.
PA Consulting Methodologies and Tools.	Of competitive value to professional competitors.	Order Form: Annex 3.	
<p>The Customer warrants that in response to any FOI request received, regarding this Contract, it will only disclose the total Contract value, as it is obliged to, and will not disclose any pricing breakdown.</p>			

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: Refer to Schedule 7: Security short form – Paragraphs 1 to 5.
10.4	ICT Policy: Not Applied.
10.5	Testing: Not Applied.
10.6	Business Continuity & Disaster Recovery: Not Applied.
10.7	Not Applied.
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):

	Not Applied.
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Cabinet Office REDACTED</p> <p>("CUSTOMER")</p> <p>Attention: REDACTED PA Consulting Services REDACTED With a copy to the Head of Group Legal at the address above which is redacted.</p> <p>("SUPPLIER")</p>
10.10	<p>Transparency Reports:</p> <p>Not Applied.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>The Supplier proposes that the following Alternative / Additional Clauses will apply to the Contract:</p> <p><u>AC1:</u></p> <p>The Parties have agreed that this is an urgent project and precise timescales cannot be guaranteed however the Supplier will use reasonable endeavours to meet all agreed dates, however, time is not of the essence in respect of dates set out in any Project Plan or in the Call-Off Agreement. The contract period cannot exceed the maximum length of 9 months permitted for a Direct Award contract within the terms of Commercial Agreement RM3745 - MCF.</p> <p><u>AC2:</u></p> <p>If any claim or claims are made against the Supplier arising out of or in connection with the manufacture of or any defect in the Deliverables howsoever arising (excluding an IPR Claim), the Customer shall, except to the extent that the claim is due to a deliberate Default by Supplier, indemnify the Supplier against all Losses arising out of or in connection with any such claim or claims. Subject to Clause 37.1 (Unlimited Liability), the Customer does not exclude or limit its liability in respect of the foregoing indemnity.</p>

10.12	Call Off Tender: In Schedule 15 (Call Off Tender) and in Annex 3 of this Call-off-order form.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms): 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	REDACTED REDACTED
Signature	REDACTED
Date	18 June 2020

For and on behalf of the Customer:

Name and Title	REDACTED REDACTED
Signature	REDACTED
Date	19 June 2020

ANNEX 1 – THE SERVICES (STATEMENT OF REQUIREMENTS)

1. PURPOSE

- 1.1 This statement of requirement to request Consultancy Services for Rapid Manufacture Ventilator System (RMVS) to the Cabinet Office.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Cabinet Office support the Prime Minister and ensure the effective running of government. The Cabinet Office are also the corporate headquarters for government, in partnership with HM Treasury, and lead in certain critical policy areas.

3. BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT

- 3.1 At the end of December 2019, Chinese public health authorities reported several cases of acute respiratory syndrome in Wuhan City, Hubei province, China. Chinese scientists soon identified a novel coronavirus as the main causative agent. The disease is now referred to as coronavirus disease 2019 (COVID-19), and the causative virus is called severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). It is a new strain of coronavirus that has not been previously identified in humans.
- 3.2 The initial outbreak in Wuhan spread rapidly, affecting other parts of China. Cases were soon detected in several other countries. The virus has now spread to all other continents and was declared as a global pandemic by the World Health Organisation (WHO) on 11th March 2020.
- 3.3 The UK is currently responding to the COVID-19 pandemic as an urgent national matter. The Cabinet Office and Department for Health & Social Care is taking the necessary precautions to commission the design of new mechanical ventilators, termed Rapid Mechanical Ventilator Systems (RMVS), in response to the crisis for subsequent manufacture and distribution in support of the growing demand across the UK.
- 3.4 Consultancy Services are required to provide Project Management Operations for the duration of the national crisis.
- 3.5 It is anticipated that consultancy support services are required for:
- (i) Procurement of Design Services for RMVS
 - (ii) Procurement of Manufacturing Services

- (iii) Project Management Operations and Coordination
- (iv) Commercial support and consultancy
- (v) Other general consultancy services as required

3.6 This requirement supports HM Government's response to the COVID-19 pandemic and the consultancy services provided will have direct impact on the treatment of the UK's population. The wider social impacts include:

- (i) Directing spend to both large and small UK businesses to support the rapid design and manufacture of RMVS;
- (ii) Ensuring the continuity of ongoing treatment of the most severely affected patients across the UK;
- (iii) Connecting businesses and promoting collaboration in a coordinated national response to the crisis; and
- (iv) Providing support to HM Government to ensure financial protection for UK businesses that design and manufacture RMVS, many of which are small UK based operations.

4. DEFINITIONS

Expression or Acronym	Definition	Description
COVID-19	Novel Coronavirus 2019	means a new illness that can affect your lungs and airways. As of 11/03/2020, the global COVID-19 outbreak was labelled as a pandemic by the WHO.
RMVS	Rapid Manufacture Ventilator System	means a form of mechanical ventilator that is rapidly manufactured for the primary purpose of responding to demand for treatment of the COVID-19 pandemic.
WHO	World Health Organisation	means a specialised agency of the United Nations concerned with global public health.
HM Government	Her Majesty's Government	means the Government of the United Kingdom, formally referred to as Her Majesty's Government, is the central government of the United Kingdom of Great Britain and Northern Ireland.

CCS	Crown Commercial Service	means the Crown Commercial Service, an executive agency and trading fund of the Cabinet Office of the UK Government.
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5. SCOPE OF REQUIREMENT

- 5.1 This requirement has a broad scope as the services required are not fully defined due to the nature of responding to a national emergency.
- 5.2 It is anticipated that consultancy support services required are:
- (i) Procurement of Design Services for RMVS
 - (ii) Procurement of Manufacturing Services
 - (iii) Project Management Operations and Coordination
 - (iv) Commercial support and consultancy
 - (v) Other general consultancy services as required
- 5.3 The scope of this requirement excludes the transfer of delegated authority to external consultants to ensure that no contracting on behalf of the Department for Health & Social Care, the Cabinet Office, or any other Central Government department involved in this coordinated response, is conducted by external consultants. Delegated authority remains with the relevant individuals within HM Government Departments.

6. THE REQUIREMENT

- 6.1 The requirement for consultancy services is broad to allow for rapid deployment of external consultancy resource across a wide range of workstreams.
- 6.2 No formal training or skills transfer shall take place as it is expected that the consultancy services procurement will ensure any consultants have the necessary knowledge, skills and capability to support HM Government's coordinated COVID-19 response.
- 6.3 The Department for Health & Social Care, Cabinet Office and the wider COVID-19 response team shall ensure any relevant information is provided to the supplier in a timely manner to ensure they are able to deliver against their contractual obligations.
- 6.4 It is anticipated that consultancy support services required, but not limited to, are:
- (i) Procurement of Design Services for RMVS
 - (ii) Procurement of Manufacturing Services

- (iii) Project Management Operations and Coordination
- (iv) Commercial support and consultancy
- (v) Other general consultancy services as required

7. KEY MILESTONES AND DELIVERABLES

7.1 There are no set milestones identified. The requirement is broad and reactive.

7.2 It is anticipated that the deliverables shall include:

- (i) Successful fulfilment of requirements (i) – (iii), clause 6.4 of the Statement of Requirements
- (ii) Effective assistance provided as required
- (iii) Reduction of the impact of COVID-19

7.3 The following Contract milestones/deliverables shall apply:

Deliverable	Description	Delivery Date
1	Establish the Project Management Operations (PMO)	Within Week 1
2	Support the programmatic design and build of RMVS	Continuous Delivery
3	Develop and implement the RMVS manufacturing and supply chain strategy	Continuous Delivery (Expected within Month 1)
4	Support the procurement of Design and Manufacturing Services for RMVS	Continuous Delivery (Expected within Month 1)
5	Support the Project Management Operations (PMO) and coordination with other HM Government teams	Continuous Delivery
6	Commercial/Procurement support and consultancy for RMVS	Continuous Delivery
7	General consultancy services as required	If Required

8. MANAGEMENT INFORMATION / REPORTING

8.1 The Supplier shall inform the Authority on the progress of deliverables outlined in clause 7.3 of the Statement of Requirements. Information should be received daily in response to the unstable, reactive nature of the work required.

9. VOLUMES

- 9.1 There is currently no volume data available due to the nature of the COVID-19 response. The Authority shall provide any relevant data where possible to support the Supplier's commitments under this Call-Off contract.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority as the opportunity arises. It is anticipated that monthly contract review meetings may take place, however, the Authority expects the Supplier to suggest continuous improvement initiatives as appropriate throughout the duration of the Call-Off contract.
- 10.3 Changes to the way in which the Services are delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 The Supplier should adhere to good sustainable practices where possible. Examples of these include:
- (i) Limiting printing to only pages necessary for productive working practices.
 - (ii) Choosing to travel on recommended travel routes which produce the least carbon impact.
 - (iii) Ensuring commercial procurements conducted as part of this requirement adhere to relevant sustainability and social value practices.

12. QUALITY

- 12.1 Standard accreditations will not apply. The contractual outputs should be of the highest quality possible dependant on time and limitations applicable.

13. PRICE

- 13.1 Pricing shall be aligned to the Direct Award procedure for the CCS - Management Consultancy Framework (RM3745), as outlined in the Framework Agreement but detailed in Annex 2 below.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to support consistent delivery of a quality service.
- 14.2 The Supplier's staff assigned to the Call-Off contract shall have the relevant qualifications and experience to deliver the Call-Off contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and commit to provide excellent customer service to the Authority throughout the duration of the Call-Off contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority will measure the quality of the Supplier's delivery during regular daily and monthly briefings. The formal performance monitoring of this Call-Off contract shall remain flexible to reflect the broad requirement.
- 15.2 Mechanisms to incentivise delivery and compensate for poor Supplier performance will not be applicable.
- 15.3 An exit strategy will not be applicable.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The Supplier's representatives should hold the necessary security clearance to work in an 'Official Sensitive' setting within HM Government. The Supplier's systems should be robust and secure to protect commercially sensitive information.
- 16.2 This Statement of Requirements should be handled as an Official Sensitive document. The results and deliverables of the requirement will produce commercially sensitive information which should be handled appropriately.

17. PAYMENT AND INVOICING

- 17.1 Invoices must be submitted on a fortnightly basis.
- 17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices provided by the Supplier shall include the following information: Supplier name, address, VAT number, bank name, bank account number, sort code, VAT number and detailed description of goods and services provided.
- 17.4 Invoices shall include an electronic signature, if possible, and shall be sent to the following email address: REDACTED with a copy to: REDACTED

18. CONTRACT MANAGEMENT

- 18.1 A continuous contract management approach will be adopted by the Authority through the daily reporting and monitoring required by the Supplier.
- 18.2 Attendance at any Contract Review meetings shall be at the Supplier's own expense.

19. LOCATION

- 19.1 The primary location of the Services will be carried out at Cabinet Office, REDACTED
- 19.2 There may be additional requirements for the Supplier to travel to alternate locations if required.
- 19.3 Travel and living expenses are not included in the rate. Any travel and living expenses incurred shall be submitted to the Customer as actuals and copies of receipts shall be required for invoicing.

ANNEX 2 – CALL OFF CONTRACT CHARGES

1. Contracted Services will be provided for up to a maximum of £12,000,000 excluding VAT.
2. The Supplier warrants that no charge will exceed the maximum daily rate per staff grade; or maximum hourly rate per staff grade, permissible via CCS Commercial Agreement RM3745 – Management Consultancy Framework, Lot 5 – Health & Community for the normal eight hour working day.
3. Each invoice must include a detailed elemental breakdown of work completed and the associated costs, by staff grade.
4. For the avoidance of doubt, the maximum rates of Management Consultancy Framework, Lot 5 – Health & Community are as shown the below for the normal eight hour working day.

REDACTED

5. The Supplier further warrants that it will not assign more senior Staff Grades to tasks that can be undertaken by junior Staff Grades. The Customer retains the right to vet the Staff Grades the Supplier proposes to assign to specific elements of the work, before the work commences.

6. The Supplier's operatives will be billed for at the following staff grade:

REDACTED

**ANNEX 3 – CALL OFF TENDER
REDACTED**