

**Crown Commercial Service**

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**MCF2 Lot 3, HE2025 Delivery Technical Partner**  
**Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**

**MCF 2 LOT 3**

**HE2025 DELIVERY TECHNICAL PARTNER CALL OFF ORDER FORM**

## PART 1 – LOT 3, HE2025 DELIVERY TECHNICAL PARTNER 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 **Complex And Transformation 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 Template Call Off Order Form and the Call Off Terms.

Order Number	<b>RM6008-L3-20210126-HE2025</b>
From	Highways England Company Limited Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ <b>("CUSTOMER")</b>
To	PA Consulting Limited 10 Bressenden Place London SW1E 5DN <b>("SUPPLIER")</b>
Date	26 January 2021 <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 26 January 2021
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 31 December 2022  End date of Extension Period: 31 December 2024  Minimum written notice to Supplier in respect of extension: 1 month

## 2. SERVICES

2.1	<b>Services required:</b>  The services as specified in the statement of requirements Work Package Scope MCF 2 Lot 3 - HE2025 Delivery Technical Partner
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## 3. PROJECT PLAN

3.1.	<b>Project Plan:</b>  A formal Project Plan is not required for this order. The Supplier will work with the Customer to deliver the requirements through the available resource.

## 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> Not applied
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

5.1	<b>Key Personnel:</b>  Redacted per Freedom of Information Act 2000, S40(2)
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): N/A

## 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):
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	<p>A maximum value of £2,250,000 has been set for the initial period up to December 2022, to be utilised on a call-off basis, depending on the needs of the project. The Customer makes no guarantee that the full value will be utilised.</p> <p>If the extension to 31 December 2024 is authorised, the maximum value may be increased by another £2,250,000 up to £4,500,000. The Customer makes no guarantee or commitment that an extension will be granted or that the full value available will be utilised.</p> <p>A full breakdown of the offered rates is provided below.</p> <table border="1" data-bbox="300 488 1487 846"> <tr> <th>Grade/Title</th><th>Offered Day rate</th></tr> <tr> <td>Director/Partner</td><td rowspan="6">Redacted per Freedom of Information Act 2000, S43(2)</td></tr> <tr> <td>Managing Consultant/Accountant/Auditor</td></tr> <tr> <td>Principal Consultant/Accountant/Auditor</td></tr> <tr> <td>Senior Consultant/Accountant/Auditor</td></tr> <tr> <td>Consultant/Accountant/Auditor</td></tr> <tr> <td>Junior Consultant/Accountant/Auditor</td></tr> </table> <p>The Call Off is priced on the basis of "Time and Materials."</p> <p>The price complies with the terms in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>	Grade/Title	Offered Day rate	Director/Partner	Redacted per Freedom of Information Act 2000, S43(2)	Managing Consultant/Accountant/Auditor	Principal Consultant/Accountant/Auditor	Senior Consultant/Accountant/Auditor	Consultant/Accountant/Auditor	Junior Consultant/Accountant/Auditor
Grade/Title	Offered Day rate									
Director/Partner	Redacted per Freedom of Information Act 2000, S43(2)									
Managing Consultant/Accountant/Auditor										
Principal Consultant/Accountant/Auditor										
Senior Consultant/Accountant/Auditor										
Consultant/Accountant/Auditor										
Junior Consultant/Accountant/Auditor										
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Invoices should be submitted monthly and will be paid within 30 days of submission. Payment will be via BACS. Further details on invoicing are included at 6.4.</p>									
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Costs related to travel to or from locations other than Highways England's offices at Birmingham city centre may be reclaimed, so long as they comply with Highways England's travel and subsistence policy.</p> <p>Costs related to travel to or from the consultant's usual place of work will not be reimbursed.</p>									
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices must be submitted electronically to <a href="mailto:Invoices@highwaysengland.co.uk">Invoices@highwaysengland.co.uk</a></p> <ol style="list-style-type: none"> <li>Please quote the purchase order number on your invoice to ensure prompt payment.</li> <li>A receipt number may be provided by the project team for each invoice, but quoting this on your invoice is optional. Only the purchase order number is required to trigger the payment process.</li> <li>Invoices must be submitted to the email address above and be in PDF format (except where noted in point 4).</li> <li>If you scan the original invoice/credit note, please ensure these scanned images are in black and white, in TIFF format and ideally scanned at 600 DPI, although a minimum of 300 DPI can also be used.</li> </ol>									

	5. Be aware that any text in the body of your email, or attachments submitted in file formats other than those listed above will not be read by anyone.
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 2 Call Off Contract Years from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Each anniversary of 26 January 2021, until the contract is concluded.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £1,125,000
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); The default limits of liability specified in Clause 37.2.1 shall apply.
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): The standard levels of insurance specified in the Framework Agreement Clause 31 and Framework Agreement Schedule 14 shall apply to this Call Off.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> The Supplier shall work with the Customer's project manager to develop an exit management plan, covering issues of knowledge transfer to the Customer or any replacement Supplier, and handover of any complete or incomplete materials required to operate or continue the HE2025 transformation programme.

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not required
<b>9.2</b>	<b>Commercially Sensitive Information:</b>

	<b>Sensitive Information</b>	<b>Reason for sensitivity</b>	<b>Location in contract</b>
	Identity of professional staff and skills experience.	Risk of 'poaching' by professional competitors.	Proposal: Section Key People Submission Order Form: Section 5.1
	Fee rates for professional staff.	Of competitive value to professional competitors.	Proposal: Section Financial Submission Call Off schedule 3: Annex1: Call Off Contract Charges Order form Section 6.1
	PA Consulting Methodologies and Tools.	Of competitive value to professional competitors.	Proposal: Section Quality Submission Call Off schedule 15: Call Off Tender

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 17 November 2020 Recital D - date of receipt of Call Off Tender:
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements (paragraphs 1 to 5 of Call Off Schedule 7 (Security)) The Customer's Security Policy is contained in several guidance and policy documents: <ol style="list-style-type: none"> <li>1. Clients baseline personnel security standard</li> <li>2. Data Handling Policy – Supply Chain Version 4</li> <li>3. HE Information Asset Owner Handbook</li> <li>4. Highways England General Data Protection Regulations Guidance</li> <li>5. Highways England Records Management Policy (May 2015)</li> <li>6. Highways England Social Media Policy August 2018</li> <li>7. Information Security Data Security Standard-v1.0</li> <li>8. Statement of Highways England IT Security Policy July 2015</li> </ol>
<b>10.4</b>	<b>ICT Policy:</b> Provided within the documents specified at 10.3
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):

	Any transfer of Customer Data must comply with the Data Handling Policy and related guidance or policies specified in 10.3.
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>General Counsel</p> <p>Highways England Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ</p> <p>Email: <a href="mailto:Generalcounselsteam@highwaysengland.co.uk">Generalcounselsteam@highwaysengland.co.uk</a></p> <p>Supplier's postal address and email address:</p> <p>Redacted per Freedom of Information Act 2000, S40(2)</p> <p>10 Bressenden Place, London SW1E 5DN, United Kingdom</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>NOT USED</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p><b>Customer pricing mechanism</b></p> <p>Work may be ordered up to a maximum of £2.5m in the initial 2-year period. Additional order(s) may be placed for up to another 2-years. All work will be priced on a Time and Materials basis. No commitment is made as to the minimum value of work required under the order.</p> <p><i>AC1: 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 the Project Plan (if applicable) or in the Call-Off Agreement.</i></p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 16 (Call Off Tender)</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>No additional requirements</p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Not used</p>
<b>10.15</b>	<b>Processing Data</b>

	<p>There is no intention for the processing of protected data to form part of this Call Off. However, where either party becomes aware of the need to process protected data, this should be discussed between the parties and the requirements agreed. If appropriate, an agreement similar to that contained in Call Off Schedule 17 should be completed to clarify the roles and responsibilities of the parties in regards to the data.</p> <p>The Customer's Data Protection Officer is:</p> <p>Redacted per Freedom of Information Act 2000, S40(2)  <a href="mailto:dataprotectionadvice@highwaysengland.co.uk">dataprotectionadvice@highwaysengland.co.uk</a></p> <p>The Supplier's Data Protection Officer is:  For this call off is Redacted per Freedom of Information Act 2000, S40(2)</p>
<b>10.16</b>	NOT USED

### Call Off Schedule 2 (Services)

See the separate document titled, "Schedule 2 - Statement of requirements - HE2025 Delivery Technical Partner."

### Call Off Schedule 16 (Call Off Tender)

See the separate documents titled:

- "Schedule 16a - PA\_Quality Submission"
- "Schedule 16b - PA\_Key People Submission"
- "Schedule 16c - PA\_Financial Submission"

## 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	
Signature	
Date	

### For and on behalf of the Customer:

Name and Title	
Signature	
Date	