

VOLUME 4

The Services including the Contracting Authority Scope

VOLUME 5
THE FORM OF CONTRACT

We propose to use Framework Schedule 4 B (CCS Template Call Off Agreement) with a schedule of amendments, as attached. Please confirm acceptance of the proposed form of agreement as part of your tender submissions.

Date 01 March 2022

ORDER FORM

Department of Food and Rural Affairs (DEFRA)

And

Hoare Lea LLP

For the provision of

Security Design Services

ORDER NUMBER:

THIS CALL OFF CONTRACT is made the 1 st day of March 2022

PARTIES:

1. The Department for Environment, Food and Rural Affairs (DEFRA) , (the “Contracting Authority”); and
2. Hoare Lea LLP which is a company incorporated in and in accordance with the laws of England (Company No. OC407254) whose registered office address is at 155 Aztec West, Almondsbury, Bristol BS32 4UB(the “Supplier”).

BACKGROUND

- (A) The Minister for the Cabinet Office (the “**Cabinet Office**”) as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the “**Authority**”), established a framework for project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the “**Framework Agreement**”).
- (C) On the 17 January 2022 the Contracting Authority, acting as part of the Crown, and in the Framework Agreement is identified as a “Contracting Authority” invited the Supplier along with other framework suppliers to tender for the provision of services in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this Call Off Contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

6. Nothing in clauses 4 or 5 above shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed for an on behalf of Contracting Authority : (signature) Print Name:	Signed for an on behalf of the Hoare Lea LLP : (signature) Print Name:
	Signed for an on behalf of Hoare Lea LLP : (signature) Print Name: ...John Taylor..

Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<u>PROJECT</u> 1.1 The Project is: The provision of Security Design Services 1.2 The Property is: not required		
2			
3	<u>TIMESCALES</u> 3.1 The contract term is 2+1+1 years The contract start date is 01/02/22		
4	<u>FEES AND PAYMENT</u> 4.1 The Basic Fee is a time related fee which is calculated and paid in accordance with Schedule 2 (Fees and Payment). 4.3 The Due Date for Payment of an instalment of the Fee is 30 days after the date of receipt of the Supplier's invoice. 4.4 The interest rate for late payment is: 3% per annum above the Bank of England base rate in force from time to time		
5	<u>PERSONNEL</u> 5.1 Key Personnel - The Supplier's Key Personnel are: <table border="1"> <tr> <td>Name</td><td>Role/position</td></tr> </table>	Name	Role/position
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	<table><tr><td>John Taylor</td><td>Director</td></tr><tr><td>Richard Jones</td><td>Associate Director</td></tr></table>	John Taylor	Director	Richard Jones	Associate Director								
John Taylor	Director												
Richard Jones	Associate Director												
	<p>5.2 The Contracting Authority’s Representative is: Leon Whitehorn</p> <p>5.3 The Supplier’s Representative is: John Taylor</p>												
6	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table><tr><td>To the Contracting Authority</td><td>To the Supplier</td></tr><tr><td>Contracting Authority’s Representative Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Department for Environment Food and Rural Affairs (DEFRA)</td><td>Supplier’s Representative 155 Aztec West, Almondsbury, Bristol BS32 4UB</td></tr></table>	To the Contracting Authority	To the Supplier	Contracting Authority’s Representative Nobel House, 17 Smith Square, London, SW1P 3JR, acting through the Department for Environment Food and Rural Affairs (DEFRA)	Supplier’s Representative 155 Aztec West, Almondsbury, Bristol BS32 4UB								
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7	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table><tr><td>Insurance</td><td>Level of cover</td><td>Period following completion of the Services or earlier termination</td></tr><tr><td>Public Liability Insurance</td><td>As required under Framework Schedule 14 (Annex 1 – Part A)</td><td>12 months</td></tr><tr><td>Employer’s Liability Insurance</td><td>As required under Framework Schedule 14 (Annex 1 – Part C)</td><td>12 months</td></tr><tr><td>Professional Indemnity Insurance</td><td>£5,000,000 any one claim and unlimited in the number of claims in the period of insurance, but subject to separate single aggregate limits of indemnity for all claims notified within the period of insurance relating to: pollution/contamination, asbestos, cladding and fire safety which shall be £5,000,000 in the aggregate.</td><td>6 years</td></tr></table>	Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part A)	12 months	Employer’s Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part C)	12 months	Professional Indemnity Insurance	£5,000,000 any one claim and unlimited in the number of claims in the period of insurance, but subject to separate single aggregate limits of indemnity for all claims notified within the period of insurance relating to: pollution/contamination, asbestos, cladding and fire safety which shall be £5,000,000 in the aggregate.	6 years
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8	<p><u>LIABILITY</u></p> <p>8.1 The Supplier’s limitation of liability under Clause 23 of the Call Off Contract is: £5,000,000 for each and every claim, save for claims relating to: pollution/contamination which shall be limited £5,</p>												

	<p>000,000 in the aggregate, cladding and fire safety claims, which shall be limited to £5,000,000 in the aggregate and asbestos claims which shall be limited to £5,000,000 in the aggregate.</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 6 years from completion of the Services</p>
9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are: Not used</p> <p>9.3 Clause 14.7 (Novation) does not apply</p>
10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: the Chartered Institute of Arbitrators</p> <p>10.2 The dispute resolution mechanism is: Arbitration.</p> <p>If neither, or both are selected, then Litigation applies.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be one • The place where arbitration is to be held is London • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales • If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Chartered Institute of Arbitrators
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators)</p> <p>Will be as agreed by the Parties</p> <p>KPIs will be agreed for each Contract Quotation Request (CQR.)</p> <p>4. CUSTOMER SATISFACTION</p> <p>4.1 Services to be provided under Call Off Agreements to the reasonable satisfaction of Contracting Authorities Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys</p>
12	<p><u>BUILDING INFORMATION MODELLING ("BIM")</u></p> <p>12.1 Clause 34 (Building Information Modelling)</p> <p>does not apply</p>

	<p>12.2 A BIM Protocol</p> <p>does not apply</p>
13	<p>SECURITY REQUIREMENTS</p> <p>13.1 Clause 26 (Security Requirements)</p> <p>Security level is Counter Terrorist Check (CTC). National Security Vetting clearance is required by all personnel directly involved with the provision of the services. Security clearance of individuals must be maintained for the duration of the contract.</p> <p>The Supplier shall ensure that its personnel undertake and comply with all personal security clearance vetting prior to the receipt of 'Official – Sensitive' or higher documentation from the Contracting Authority.</p> <p>The Supplier shall remove any personnel who fail the security vetting from the provision of the Services until such time as the conditions no longer exist that resulted in the failure. Such personnel will then be eligible for a re-application for security clearance vetting.</p> <p>Security Clearance (SC) clearance will be required as a minimum.</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data)</p> <p>Not used</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Clause 31 (Staff Transfer)</p> <p>does not apply</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites)</p> <p>does not apply</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points)</p> <p>does not apply</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p>does not apply</p>
19	<p>INSERT CONTRACTING AUTHORITYS SPECIFIC AMENDMENTS AS REQUIRED</p> <p>Contract Sum:</p> <p>The maximum approved contract value for the 2+1+1 duration will be £800,000.00.</p> <p>A Purchase Order will be put in place each Contract Quotation Request (CQR).</p> <p>Services will be requested via a Contract Quotation Request (CQR) which will include a brief description of the services required. The supplier will provide an estimate of services based on agreed</p>

rates Each CQR request will require Defra approval. It is expected that the Supplier will raise an invoice for each CQR raised to facilitate Defra Invoice Approval and Payment,.

Scope of Services:

The scopes and deliverables will include (but not limited to):

- Carry out site security risk assessments and evaluations
- Carry out threat and vulnerability assessments
- Sign-off security-related projects for all stages of construction (RIBA stages)
- Advise on access control systems and sign-off access control designs
- Advise on strategic security issues related to the Coombelands, Weybridge and other sites
- Working with key stakeholders and evaluating individual building requirements
- Assist with the delivery of security projects from an advisory perspective
- Advising on the latest techniques and offering innovative security solutions to the organisation
- Advising on operational issues regarding personnel and job descriptions
- Advise on feasibility of procurement options
- Attend meetings as provided under the Framework.
- Provide such briefings and reports as required under the Framework.
- Attend site(s) as necessary in the provision of the service.
- Reviewing the User Requirements for Security
- Engage with and assure security related design development and solutions.
- Ensure the latest national security standards and policies are considered in delivering design and construction activities.

Supplier Day Rates :

Role	Qualifications	Day Rate (Hourly rate can be derived by day rate divided by 8)
Director	Professionally qualified Partner/Director (with at least 10 years post-professional qualification relevant experience) For Client Relationship / Governance	
Senior Professional	Professionally qualified Associate/Professional (with at least 5 years post-professional qualification experience) ie Main Consultant	
Professional	Professionally qualified Consultant (architect) (with at least 3 years post-professional qualification experience)	

Day rates shall include all costs and expenses relating to the Services provided to the Contracting Authority and the Supplier's performance of its obligations under any Call Off Agreements and no further amounts shall be payable by the Contracting Authority to the Supplier in respect of such performance, including in respect of matters such as: - any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges

	<p>The day rates will be fixed for the initial 2 years of the contract with future adjustment in line with CPI.</p> <p>Business Hours :</p> <p>The suppliers working hours shall be 09.00hrs – 1730hrs, on Monday to Friday. The working hours shall be at the Customer's site in Weybridge (Full Address; Estates Office, Weybourne Building (Bldg 33), Woodham Lane, New Haw, Surrey, KT15 3NB).</p> <p>It is noted that during the Covid-19 pandemic, working from distance / home, is acceptable, All advice and guidance with regards to these arrangements are in line with Government updates, and subsequently local policies and practises considering the sites sensitivity and risks with regards to Covid-19.</p> <p>Any uncertainty in this regard should be taken up with the customer contacts detailed.</p> <p>Sub Contracting</p> <p>Any sub-contracting or sub-consulting by the Supplier, shall be advised and agreed with the Customer, and the Supplier shall remain responsible for performance, outputs, and deliverables.</p>
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