



CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

 PART A Order Form , Specific Terms and

 PART B Schedules

 PART C RM3764ii Standard (non-variable)Terms

(held online)

Buyer Ref:	CCIS18A78
Date sent to supplier:	05/12/2018
Purchase Order Number:	TBC

This agreement is between:

the “Buyer”

The Department for Transport (DfT)

 [Redacted Text]

the “Supplier”

PricewaterhouseCoopers LLP

 [Redacted Text]

Together **the “Parties”**

Service delivery contact details:

Buyer:	Name:	[REDACTED TEXT]
	Title:	[REDACTED TEXT]
	Email:	[REDACTED TEXT]
	Telephone:	[REDACTED TEXT]
Supplier:	Name:	[REDACTED TEXT]
	Title:	[REDACTED TEXT]
	Email:	[REDACTED TEXT]
	Telephone:	[REDACTED TEXT]

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2-RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

Call-Off Contract term:

- | | |
|-------------------------------|---|
| 1. Commencement Date: | 05/12/2018 |
| 2. Length of Contract: | The work is anticipated to commence at the beginning of January 2019 and should be completed no later than the end of March 2019. |

Contract Charges and payment

- | | |
|---|--|
| 3. The method of payment for the Contract Charges (GPC or BACS): | BACS |
| 4. Invoice details | |
| 4.1. Where and how to send invoices | [Redacted Text] |
| 4.2. Who to send invoices to: | <i>Accounts Payable (Shared Services) as detailed above</i> |
| 4.3. Invoice information required: e.g. PO, Project | <i>Prices should be submitted in pounds sterling and be inclusive of expenses and exclusive of VAT.
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. Invoices MUST state a relevant purchase order (PO) number</i> |
| 5. Invoice Frequency | <i>The Buyer requires invoices to be submitted within one (1) month of the end of the project.</i> |
| 6. Contract Charges | [Redacted Text] |

Buyer contractual requirements:

7. **Services required: *** For the supply of Digital Network Air Traffic Control Cyber Security Risk Assessment part of project ref: CCIS18A78.
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** [REDACTED TEXT]
9. **Relevant convictions:** N/A
10. **Staff Vetting and Security Clearance:** The Supplier's staff must have the Baseline Personnel Security Standard (BPSS) prior to commencing any work
11. **Local health and safety procedures:** N/A
12. **Non-Disclosure requirements:** The Supplier is to sign the Non-Disclosure Agreement contained in Annex A
13. **Exit Planning:** As per Clause 11 of Framework RM3764ii terms and conditions.
14. **Security Requirements:** As per Clause 21 of Framework RM3764ii terms and conditions.
(including details of Security Policy and any additional Buyer security requirements) **
15. **Protection of Buyer Data:** As per Clause 21 of Framework RM3764ii terms and conditions.
16. **Standards:** CESG Cyber Security Consultancy Standard
17. **Business Continuity and Disaster Recovery:** As per Clause 17 of Framework RM3764ii terms and conditions
18. **Insurance:** As per Clause 16 of the framework agreement RM3764ii
*Liability Insurance – minimum level of cover
£5,000,000*
*Professional Indemnity – minimum level of cover
£2,000,000*

Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

19. Supplemental requirements in addition to the Call-Off Terms Not Applicable

20. Buyer Specific Amendments to the Call-Off Terms

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](#).

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain 90 Working days from the date the Buyer accepts the release of work.
18	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain <ul style="list-style-type: none"> direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
39	Termination Events Material Breach	Will remain 15 consecutive Calendar Days

Further information:

**** Security Requirements Note:**

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

What is a security aspects letter?

Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

Winning Supplier's information:

21. Suppliers commercially sensitive information

Supplier to confirm any commercially sensitive information from their bid.

22. Key Sub-Contractors

Not Applicable

23. Contract Charges

Day rates and Roles will remain firm for the duration of the Contract

Roles providing	Day rate	T&S	Total	No. Of people	No. of Days	Total cost
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[REDACTED TEXT]	Activity	Role	Discounted Day Rate	Number of Days	Total	[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]

	[REDACTED TEXT]					
	[REDACTED TEXT]					
[REDACTED TEXT]	[REDACTED TEXT]					
					Total Cost	[REDACTED TEXT]

Buyer's Internal Travel and Subsistence Policy:

UK travel rates

[REDACTED TEXT]

Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](#)
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](#).

SIGNED:

	Supplier:	Buyer:
Name:	[Redacted Text]	[Redacted Text]
Title:	[Redacted Text]	[Redacted Text]
Signature:	[REDACTED TEXT]	[REDACTED TEXT]

PART B – THE SCHEDULES

Remove all guidance when complete

SCHEDULE 1 – SERVICES NEEDED

SCOPE OF REQUIREMENT

The outcome of this contract will be for the Supplier to produce two (2) reports which sets out best practice guidance and considerations when procuring DNATC.

The Contract term will be for three (3) months commencing on Contract Award. There will be no options to extend.

The Supplier will be expected to provide two (2) reports;

One (1) setting out guidance and best practice for industry when considering similar installations;

The second report will be a confidential report for the Buyer, which goes into specific detail about the installations and provides recommendations for further work.

[REDACTED TEXT]

KEY MILESTONES

The Successful Supplier should note the following project milestones that the Buyer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Contract Inception Meeting between the Buyer and Successful Supplier.	Within week two (2) of Contract Award
2	Draft reports for comments by participants.	Within week eight (8) or nine (9) of Contract Award
3	Final reports to include assessment, findings, recommendations, possible next steps.	Within week eleven (11) or twelve (12) of Contract Award

BUYER'S RESPONSIBILITIES

The Buyer will ensure that LCY and HIAL have agreed to take part in this project and are able to provide resources to complete the contract within three (3) months.

The Buyer will liaise with the Successful Supplier to arrange suitable times to conduct meetings, whether they be physical or online/via telephone.

REPORTING

The Successful Supplier will be required to produce two (2) reports which set out industry best practice guidance and considerations when procuring DNATC.

VOLUMES

The Successful Supplier will be required to produce two (2) reports as identified within Section 6 – The Requirement.

CONTINUOUS IMPROVEMENT

The Successful Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

SUSTAINABILITY

Not Applicable.

QUALITY

As per Section 6 of RM3764ii Standard Terms, the Successful Supplier at all times during the Contract period shall ensure that the Services are delivered in accordance with: the current NCSC Guidance (www.ncsc.gov.uk) (and the Supplier shall follow the guidance set out regarding the processes and procedures set out there in); them Standards; the Key Performance Indicators (KPIs); the Methodology; and all other applicable provisions of the Contract.

STAFF AND CUSTOMER SERVICE

The Buyer requires the Successful Supplier to provide a sufficient level of resource throughout the duration of the Digital Network Air Traffic Control Cyber Security Risk Assessment Contract in order to consistently deliver a quality service to all Parties.

The Successful Supplier's staff assigned to the Digital Network Air Traffic Control Cyber Security Risk Contract shall have the relevant qualifications and experience to deliver the Contract.

The Successful Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Buyer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Measure
1	Progress Report	Progress reports will be supplied to the Buyer's project manager by phone or email. This will include a summary of progress against the delivery.	Fortnightly
2	Risk Monitoring	The Successful Supplier will raise any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements.	Weekly
3	Communication	The Successful Supplier shall acknowledge any communication from the contract manager/project manager within two (2) working days.	Two (2) working days
4	Emergencies	If there is an urgent issue, the Successful Supplier shall make the contract manager/project manager aware of this within two (2) working days.	Two (2) working days

Where the Successful Supplier fails at the above KPIs/SLA measures the Buyer will, in the first instance, seek a mutually agreeable resolution with the Successful Supplier.

SECURITY REQUIREMENTS

The Successful Supplier must be able to handle and store classified material up to OFFICIAL SENSITIVE level. The project report will be classified at OFFICIAL SENSITIVE with commercial caveats.

The Successful Supplier must be able to provide staff with appropriate clearance. As a minimum staff must have the Baseline Personnel Security Standard (BPSS).

[REDACTED TEXT]

Any personal information obtained under this Contract must be controlled in compliance with the General Data Protection Regulation (GDPR) 2016/679.

Further information on security classification is available on the Cabinet Office website at the following addresses:

- a) <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>
- b) <https://www.gov.uk/government/publications/security-policy-framework>
- c) <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

INTELLECTUAL PROPERTY RIGHTS (IPR)

All copyright, know-how and other property rights generated from this project remain the property of the Crown. The contractor shall ensure that all documentation and wherever possible all computer media are clearly marked accordingly.

ADDITIONAL INFORMATION

The Successful Supplier shall agree not to publicise their involvement in this project without the express authorisation of the Buyer.

Potential Providers must submit a signed Annex A – Non-Disclosure Agreement (NDA) as part of their tender submission.

LOCATION

[REDACTED TEXT]

The Buyer will require the Successful Supplier to travel to the Buyer's premises to present the reports.

The Buyer's main location is at:

[REDACTED TEXT]

SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

[REDACTED TEXT]

SCHEDULE 3 - BUYER RESPONSIBILITIES

[REDACTED TEXT]

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

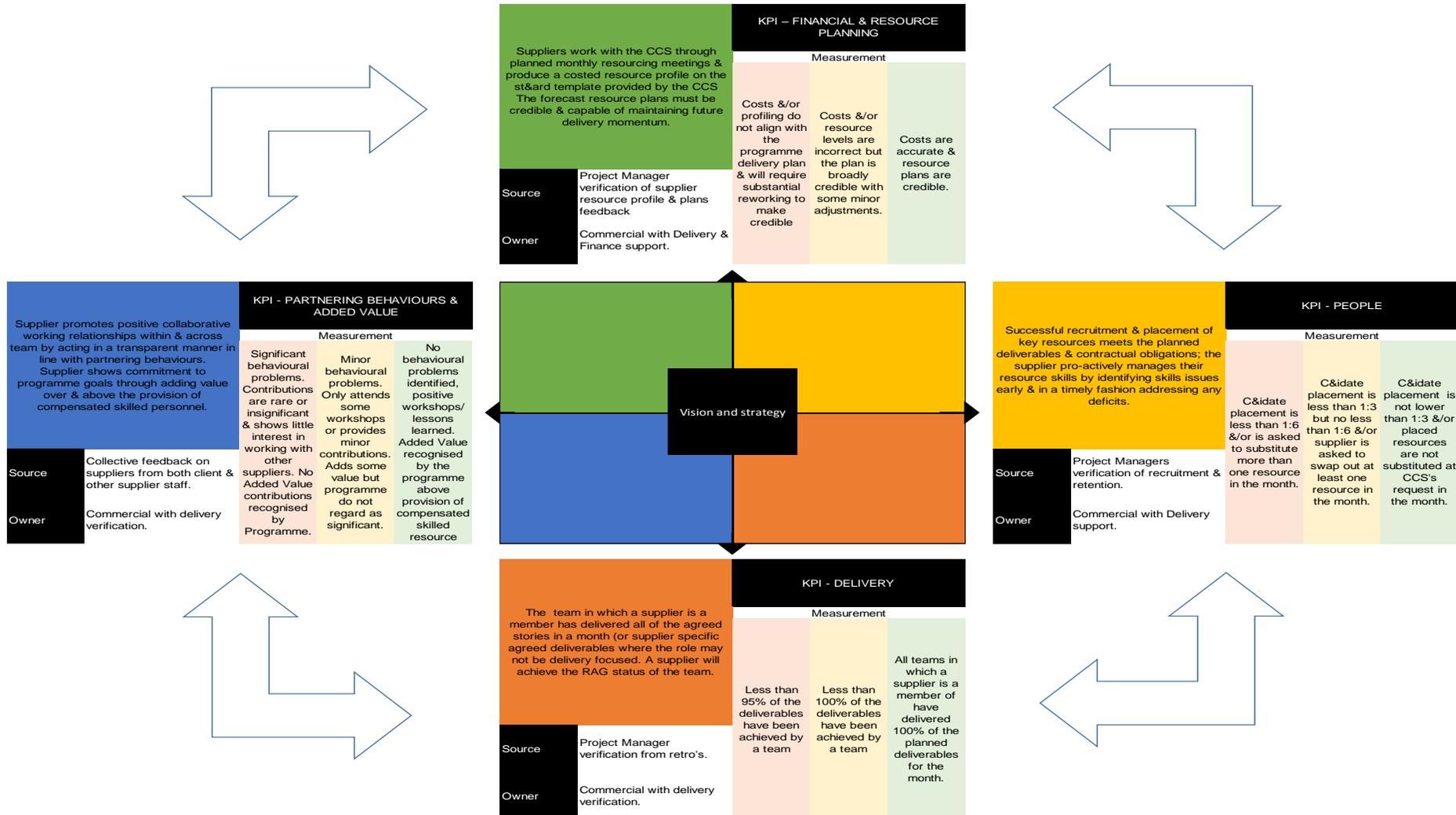
[REDACTED TEXT]

Deliverables:

Additional Requirements

Balanced scorecard & KPIS:

In addition to the Supplier's performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIS for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](#)



Contract Charges:

The Maximum Price for this SoW is: £50,000.00 (Excluding VAT)

The preferred charging mechanism for this SoW is: *(Please tick below)*

- CAPPED TIME AND MATERIALS (complete Time and Materials table)
- TIME AND MATERIALS (complete table below)
- FIXED PRICE (complete table below)
- MILESTONE DELIVERABLES

The detail behind each charging mechanism is found below.

Capped Time and Materials

- The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
- The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
- Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

Time and Materials (T&M)

- The T&M pricing structure shall apply:
 - ✓ for Services delivered (or as agreed otherwise by the Parties); and
 - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
 - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
 - or pro rata for every part of a day that the Supplier Staff are actively performing the Services
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Experience Level/ Day Rate/planned duration for this SoW							
Cyber Security Roles	Practioner Day Rate £	Planned Duration No. of Days	Senior Practioner Day Rate £	Planned Duration No. of Days	Lead Practioner Day Rate £	Planned Duration No. of Days	Total
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
[REDACTED TEXT]	[REDACTED TEXT]	[REDACTED TEXT]					[REDACTED TEXT]
Total value of this SoW:							[REDACTED TEXT]
Estimated Contract Charge: <i>(23. of the Order Form)</i>							£ 50,000.00
Remainder of value under Estimated Contract Charge: <i>(23. of the Order Form minus All SoW total values)</i>							[REDACTED TEXT]
Is there any risk to exceed Estimated Contract Charge: <i>Y/N & Comments below.</i>							Choose an item.

Comments:

Fixed Price

- Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
- The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
- Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

Fixed Charge	Description	Service Period (or if Payment linked to Milestones then, Milestone Date)	Breakdown By Role and Duration

Milestone Deliverables

- Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
- The Supplier must complete the service Deliverable by the due date.
- The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
- Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:	<div style="border: 1px solid black; padding: 5px; text-align: center;">X</div> <hr/> <div style="border: 1px solid black; padding: 2px;">Select date</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">X</div> <hr/> <div style="border: 1px solid black; padding: 2px;">Select Data</div>

Please send copies of all SoW to Crown Commercial Service email:
Cloud_Digital@crowncommercial.gov.uk titled Cyber Security Services 2 SoW.

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:	<div style="border: 1px solid black; padding: 5px; text-align: center;">X</div> <hr/> <div style="border: 1px solid black; padding: 2px;">Select date</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">X</div> <hr/> <div style="border: 1px solid black; padding: 2px;">Select Data</div>

PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii>