

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 Information Systems Architecture 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	EM/TA/210603
From	Ministry of Justice, 102 Petty France, London, SW1H 9AJ Representative: Tom Heron ("CUSTOMER")
To	Actica Consulting Ltd Representative: Robin Davis ("SUPPLIER")
Date	03rd June 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 03rd June 2021
1.2.	Expiry Date: End date of Initial Period: 03rd September 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1 Services required:

In Call Off Schedule 2 (Services)

The services to be provided, under the Lot 1: [Business consultancy services](#)

To Provide Review and Assurance activities in line with MoJ Terms of Reference as follows:

Context

The requirement is for a rapid, independently led review of the Capita delivery on the Electronic Tagging project within MoJ (The Authority).

The Electronic Tagging Project contract was suspended in 2016. At that point Lot 1 declared that all infrastructure and Lot solutions (with the exception of Lot 3) were ready for the integration test phase. In 2017 a new Lot 3 provider was selected and the Lot contracts were taken out of suspension. Lot 1 restarted the programme with a revised plan (agreed under MCR241) to make the changes required for a new Lot 3 device, and then to begin integrated testing phases with a completed solution as originally contracted. The MCR241 plan suffered delays [REDACTED], and accordingly a 'reset' plan was agreed under MCR269 to allow time for solution build before moving into essentially the same three-stage SIT, UAT, OAT waterfall plan through to delivery.

The supplier has spent more than a year baselining and retesting their solution, a year adapting their solution for a new Lot 3 tag, and (following completion of the development and infrastructure build) three years trying to test their solution through the waterfall test phases.

In 2017, a series of baselining projects were undertaken on a Time & Materials basis to take the solution out of suspension & retest it against where it was when it went into suspension

A remediation plan is now being followed that shows a solution capable of passing the test phases will be delivered in six months, and that the solution will then be compliant with the outputs and requirements of the original plan.

The Authority has concerns that the delivered solution is not fit for purpose and has identified >1000 defects during testing. In order to resolve those defects Capita have issued a significantly higher number of releases than was originally planned.

[REDACTED]

Scope

The focus of the review will be:

- i. To understand if the review team have confidence that Capita can deliver to the remedial plan;

	<p>ii. To understand if the review team have confidence that those elements that Capita have already completed will be simple & cost-effective to maintain, and capable of achieving Objective 4 (to further develop & enhance Electronic Monitoring solutions & capability) of the Authority's requirements;</p> <p>iii. Given both:</p> <ul style="list-style-type: none"> ○ The context of the agreed plan for a series of cascaded/waterfall integrated test phases, and ○ That the solution presented for testing was declared as complete & capable of achieving the test outcomes within agreed testing timescales, <p>To understand the extent to which the development methodologies used by Capita to date are capable of supporting the Authority's requirements / delivering against its contractual obligations.</p> <p>iv. To make observations regarding the extent to which Capita have utilised best practice with respect software development and software engineering best practices within its delivery methodologies.</p> <p>In addition, and if time allows, account should also be taken of issues such: building SOPs, completing Service Management implementation, Protective Monitoring and Performance Issues.</p> <p>v. To understand:</p> <ul style="list-style-type: none"> ○ How Capita has defined and managed the delivery & quality of the work it has sub-contracted to both other Capita divisions and third-party providers such as Vodafone, and ○ The extent to which any inherent issues with their sub-contracting practices, or their management of delivery, have affected Capita's delivery against the contracted plan; <p>vi. To understand both how Capita defined, planned and managed the outputs from its own User Acceptance Testing stage, and how it controlled and conducted the test Phases against the contracted plan. In considering the UAT outputs account should be taken of the number of defects/observations and where any consequent process workarounds were required.</p> <p>vii. To understand the extent to which Capita made use of best practice in:</p> <ul style="list-style-type: none"> ○ Managing the delivery of its solution against the original contracted plan (and subsequent amendments), ○ Developing and communicating internal delivery plans (for its staff / development teams) that flow down from the contracted plans, and
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	<ul style="list-style-type: none"> ○ Deploying and utilising effective programme management tools (e.g. planning tools, clearly mapped processes, risk & issue management tools and project/workstream reporting tools & processes); <p>viii. To understand the extent to which Capita should have expected / could have anticipated the volume of defects it encountered, and the extent to which major defects could have been avoided.</p> <p>ix. To understand the level of difficulty the Authority (or a third party) would experience in completing the solution in terms of the quality of development, delivery to date and the artefacts required to enable such a completion.</p> <p>The purpose of the review will be to therefore present an independent and objective view on what the issues observed are and if delivery is indeed possible.</p> <p>Overview of Actica Approach</p> <p>Actica has substantial experience of conducting reviews and health checks of this type.</p> <p>Our proposed approach draws on our wide experience of conducting delivery assurance reviews on software projects and will follow a similar path to an OGC Health Check.</p> <p>Specifically, we will review:</p> <ol style="list-style-type: none"> 1. What was asked for (i.e. solution specification and requirements); 2. What the proposed solution promised was (including how it was developed to date); 3. We will assess the customer's concerns against what was contracted and what was delivered; and 4. Finally we will give observations, determined through analysis against the scope, with respect to: <ol style="list-style-type: none"> a. The confidence of delivery against the remedial action plan currently in place; and b. The extent to which best practice was followed or utilised by Capita with respect to both its planning and engineering, and the impact that those practices (or lack thereof) are like to have upon future delivery. <p>We will do this through interviewing a mix of stakeholders from the MoJ & Capita, and reading any supporting documentation supplied.</p> <p>Process</p> <p>For an assignment over this duration, a simple three stage approach is proposed: Discovery, Analysis and Output. Each task is described at a high level below:</p> <ol style="list-style-type: none"> 1. <u>Discovery</u>: <ol style="list-style-type: none"> a. We will start with an initiation meeting to establish communication channels and agree stakeholders to be consulted, and to take receipt of any related documentation, similar to a planning meeting for an OGC review.
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	<ul style="list-style-type: none"> b. Pre-reading will take place to allow our team time to read the related material ahead of any stakeholder engagement to maximise the value of the sessions. Specifically, we would wish to gain early sight of project details, requirements, design documentation, test results, project plans and delivery schedule. c. Interviews with stakeholders: A number of 45-minute slots with stakeholders on both the Authority and supplier sides to understand how the project is being delivered and issues encountered, as well as against the context of the scope. Noting that the output of this review should not simply replicate the recent IPA findings. If possible, engagement from DDC / CAS + the relevant Microsoft team should be sought during the interview sessions. <p>2. <u>Analysis:</u></p> <ul style="list-style-type: none"> a. During this task the team shall reflect on the findings of Discovery, cross-referencing the interview evidence with a thorough assessment of the documented processes and procedures, to eliminate any biases or blind spots. b. This analysis will reflect on the actual software product delivered to date and its assessment of fitness for purpose and activities needs for completion. <p>3. <u>Output:</u></p> <ul style="list-style-type: none"> a. The team shall compile findings and recommendations into a short report based around the key questions laid out in the context above. b. This shall be presented to key senior stakeholders in an informal session allowing for discussion of the findings and next steps. In our experience of assignments of this type and duration, discussion of this sort between the senior stakeholders and our assignment team generates significant value. The report shall subsequently be finalised for issue.
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3. PROJECT PLAN

3.1.	<p>Project Plan: Services provided between 03rd June 2021 and 03rd September 2021. Initial review work with report will be complete no later than 30 days from start of the contract.</p> <p>Review Timeline & Resourcing</p> <ul style="list-style-type: none"> ○ The review will start with the one-day planning meeting and then the core activities will take place over a six-day period that can be spread over two working weeks and will comprise a three-person team.
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	<ul style="list-style-type: none"> ○ A draft report will be issued at the end of the six days with a further day utilised one week later to collate any comments and finalise the report. The review will take place using MS Teams. ○ Given the importance of the assignment, Actica has put together a high calibre and extremely experienced team to perform the work. All staff hold current SC clearance. <p>A summary of the proposed activities is shown in the following table.</p> <table border="1"> <thead> <tr> <th>Activity</th><th>Description</th></tr> </thead> <tbody> <tr> <td>1</td><td>Initiation Meeting Pre reading and Planning</td></tr> <tr> <td>2</td><td>Interviews and Research Phase</td></tr> <tr> <td>3</td><td>Analysis of interview output and other documentation</td></tr> <tr> <td>4</td><td>Key deliverable Draft report for Customer</td></tr> <tr> <td>5</td><td>Key deliverable Finalised report for Customer</td></tr> </tbody> </table> <p>Table 1: Work Breakdown</p>	Activity	Description	1	Initiation Meeting Pre reading and Planning	2	Interviews and Research Phase	3	Analysis of interview output and other documentation	4	Key deliverable Draft report for Customer	5	Key deliverable Finalised report for Customer
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4. CONTRACT PERFORMANCE

4.1.	Standards: Industry Best Practice / OGC / IPA Gateway & project Healthcheck Skills / IT Systems and software delivery expertise.
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 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: [REDACTED]
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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

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)
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)
6.3	Reimbursable Expenses: Not Permitted – Expenses included in Day Rates
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Ministry of Justice, 102 Petty France, London, SW1H 9AJ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date
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: Every six (6) months of each Call Off Contract Year during the Call off Contract Period
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. Charges fixed for duration of contract.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Initial Review and Report £[REDACTED] Extended services, based on Man Day Rates below up to the sum of £[REDACTED]. RATES AS FOLLOWS: [REDACTED] [REDACTED] [REDACTED]
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms): As per framework agreement requirements.

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):
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: N/A
9.2	Commercially Sensitive Information: Details of deliverable catalogue pricing

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: Select short form security requirements
10.4	ICT Policy: N/A
10.6	Business Continuity & Disaster Recovery: Call Off Schedule 8 (Business Continuity and Disaster Recovery shall be amended as follows: The Disaster Recovery section of the plan is not required for this call-off. Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): If processing of Personal Data is required, then the Supplier shall comply with Clause 35.2.3 of the Call Off Terms. N/A
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Ministry of Justice 102 Petty France London SW1H 9AJ Tom.Heron@justice.gov.uk Supplier’s postal address and email address: Actica Consulting Ltd 4 Stirling House Stirling Road Surrey Research Park Guildford Surrey GU2 7RF

	finance@actica.co.uk
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) N/A
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: N/A
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) N/A – Direct Award
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) N/A
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data N/A
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 N/A


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	11/06/2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	15/06/2021