

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference:	CPD4122015
Call-Off Title:	Cyber and Technical Support For Councils
Call-Off Contract Description:	Support local authorities to improve their cyber health by providing IT teams with remediation plans, advice, guidance and tools to make improvements to the security of their IT estate.
The Buyer:	Ministry of Housing, Communities and Local Government
Buyer Address:	Fry Building, 2 Marsham Street, London, SW1P 4DF
The Supplier:	LivTech Solutions Limited
Supplier Address:	The Old Casino, 28 Fourth Avenue, Hove, East Sussex, BN3 2PJ
Registration Number:	07783101

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 5 November 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes.

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

- Special Term 1: All outputs will be owned by MHCLG and published openly where appropriate using a suitable open license that supports reuse.
- Special Term 2: All materials/outputs derived from the contract shall be the property of MHCLG.
- Special Term 3: GDPR requirements will be discussed and agreed once the successful supplier has been notified (as part of discussions to agree the wording of the call-off contract).

Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Start Date: **8 November 2021**

Call-Off Expiry Date: **7 November 2022**

Call-Off Initial Period: **1 Year**

Call-Off Optional Extension Period: **6 months**

Minimum Notice Period for Extensions: **1 month**

Call-Off Contract Value: **£896,875 exc. VAT** (up to a maximum of £1,300,000 exc. VAT).

In the event of the Call-Off Period being extended the value of the Contract will be amended, pro-rata for the proposed extended period.

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

No additional Standards.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £896,875 (excluding VAT).

Call-Off Charges

Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

None.

Payment Method

BACS / Electronic Invoice.

Invoices must quote the Buyer's contract number and purchase order number (to be confirmed) along with an appropriate description of work completed and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.

Buyer's Invoice Address

clginvoices@communities.gov.uk

CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.

Buyer's Authorised Representative

<REDACTED>

Head of Local Cyber (Local Digital Collaboration Unit)

<REDACTED>

Ministry of Housing, Communities & Local Government, Fry Building, 2 Marsham Street,
London, SW1P 4DF

Buyer's Environmental Policy

Greening Government Commitments Annual Report [April 2020]

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

Name: <REDACTED>

Tel: <REDACTED>

Email: <REDACTED>

Address: The Old Casino, 28 Fourth Avenue, Hove, East Sussex, BN3 2PJ

Supplier's Contract Manager

Name: <REDACTED>

Tel: <REDACTED>

Email: <REDACTED>

Address: The Old Casino, 28 Fourth Avenue, Hove, East Sussex, BN3 2PJ

Progress Report Frequency

On the first Working Day of each week.

Progress Meeting Frequency

Weekly on the first Working Day of each week.

Key Staff

See Supplier's proposal.

Key Subcontractor(s)

None.

Commercially Sensitive Information

Supplier's proposal and cost details.

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

Material KPIs

Not applicable.

Additional Insurances

Not applicable.

Guarantee

Not applicable.

Social Value Commitment

Not applicable.

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date: