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**Provision of Consultancy for Reshaping GCS: Change and Transformation External Support**

 **TO**

 **Cabinet Office**

**From**

**Moorhouse Consulting Ltd**

 **Contract Reference: CCCC20B68**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **RM3745** dated 4th September 2017.

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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| **Order Number** | **To be confirmed at Contract Award** |
| **From** | **Cabinet Office****("CUSTOMER")** |
| **To** | **Moorhouse Consulting Ltd****("SUPPLIER")** |

**SECTION B**

**call off contract period**

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| --- | --- |
|  | **Commencement Date**: 14th December 2020. |
| * 1.
 | **Expiry Date**:End date of Period: 13th December 2022 |

**Services**

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| **2.1**  | **Services required**: Please refer to Annex 1 Attachment 3- Statement of Requirements |

**PROJECT Plan**

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| **3.1.**  | **Project Plan**: Please refer to Annex 1 Attachment 3- Statement of Requirements |
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**contract performance**

|  |  |
| --- | --- |
| **4.1.**  | **Standards**:Please refer to Annex 1 Attachment 3- Statement of Requirements |
| **4.2** | **Service Levels/Service Credits**:Not applied |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** Please refer to Annex 1 Attachment 3- Statement of Requirements |
| **4.5** | **Period for providing Rectification Plan:** In Clause 39.2.1(a) of the Call Off Terms |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**: Customer- **Redacted**Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):In Clause 28.2 of the Call Off Terms |

**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)Standard payment terms are 30 days, however from the date of invoice, Cabinet Office will aim to pay between 5-10 days.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 should be submitted to: Cabinet Office, PO Box 405, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ.Email to send Supplier invoices: apinvoices-cab-u@sscl.gse.gov.uk**Redacted** |
| **6.3** | **Reimbursable Expenses**: Not permitted |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Cabinet OfficePO Box 405SSCL, Phoenix HouseCeltic Springs Business ParkNewport, NP10 8FZEmail to send supplier invoices:apinvoices-cab-u@sscl.gse.gov.uk |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):For the term of theCall OffContract from the Call Off Commencement Date |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:Not Applicable |
| **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 |

**LIABILITY and insurance**

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of up to £1,041,667.00 (exc VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms);In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):In Clause 38.3 of the Call Off Terms |

**TERMINATION and exit**

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| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)):In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 of the Call Off Terms):In Clause 42.7.1 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)  |

**supplier information**

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| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**Not Applied |
| **9.2** | **Commercially Sensitive Information**:In Clause 35.4.8 of the Call Off Terms |

**OTHER CALL OFF REQUIREMENTS**

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| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements: 16th November 2020.Recital D - date of receipt of Call Off Tender: 27th November 2020. |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Long form security requirementsThe Supplier’s staff will be required to hold or submit for security clearance to Security Check (SC) level.  |
| **10.4** | **ICT Policy:**To be provided by the Customer before the Commencement Date |
| **10.5** | **Testing**: Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**: Not applied**Disaster Period**:For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be Not Applied |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):Specified by the Customer in writing as required. |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address:70 Whitehall, London SW1A 2AS**Redacted**Supplier’s postal address and email address: Moorhouse Consulting Ltd,20 St Andrew Street,LondonEC4A 3AG**Redacted** |
| **10.10** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):**Not Applied |
| **10.12** | **Call Off Tender**:Refer to Annex 2- Call Off Tender  |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**In Clause 36.3.2 of the Call Off Terms |
| **10.14** | **Staff Transfer**Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | The contact details of the Customer Data Protection Officer is:**Redacted**Data Protection OfficerCabinet Office70 Whitehall, London SW1A 2AS**Redacted**The contact details of the Suppliers Data Protection Officer is:**To be confirmed at Contract Award*** + 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
		2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Contract Reference:** | **CCCC20B68** |
| **Date:**  | **10th December 2020** |
| **Description Of Authorised Processing** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.  |
| Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. |
| Duration of the processing | For the duration of the Framework Award plus 7 years.  |
| Nature and purposes of the processing |  |
| Type of Personal Data | Full nameWorkplace addressWorkplace Phone Number Workplace email address Names Job TitleCompensation

|  |
| --- |
| Tenure Information Qualifications or certifications |
| Nationality |
| Education & training history |
| Previous work history |
| Personal Interests |
| References and referee details |
| Driving license details |
| National insurance number |
| Bank statements |
| Utility bills |
| Job title or role |
| Job application details |
| Start date |
| End date & reason for termination |
| Contract type |
| Compensation data |
| Photographic facial Image |
| Biometric data |
| Birth certificates |
| IP address |
| Details of physical and psychological health or medical condition |
| Next of kin & emergency contact details |
| Record of absence, time tracking & annual leave |

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| Categories of Data Subject |  |

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**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 | **Redacted** |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title | **Redacted** |
| Signature |  |
| Date |  |

Annex 1

# PURPOSE

## The purpose of this procurement is to bring in a Supplier to provide high level strategic capacity and specialist advice to design and implement a future operating model for the Government Communication Service (GCS) and major organisational transformation programme as part of a wider programme of reform across the Cabinet Office and wider Civil Service. We want GCS to be world leading in Government communications and to be able to attract and retain the best talent to deliver this vision.

# BACKGROUND TO THE CONTRACTING aUTHORITY

1.

## The Cabinet Office (CO) is the centre of government, supporting the Prime Minister, ensuring the effective running of government and taking a lead in critical policy areas.

## The Cabinet Office purpose is to:

### Maintain the integrity of the Union.

### Co-ordinate the security of the realm and sustain a flourishing democracy.

### To support the design and implementation of HM Government’s policies and the Prime Minister’s priorities; and

### To ensure the delivery of the finest public services by attracting and developing the best public servants and improving the efficiency of government.

## The Government Communication Service sits within the Cabinet Office as the professional body for government communication across Whitehall departments and Arms Length Bodies and Agencies.

# Background to requirement/OVERVIEW of requirement

1.

## The Cabinet Office has begun a major reform of the Government Communication Service (GCS). GCS plays a critical role in leading the professional standards, strategy and execution required to effectively communicate the government’s policy and activities to its stakeholders and citizens.

## The need for reform is significant and this work will drive change in the strategy, scale, scope, structure, people, and operating model of GCS. This major transformation will see the creation of a single employer for all of government communication staff, and specifically it will become the single communication budget holder. An initial programme team has been formed and early work on vision and design is underway. This team will need focused and flexible expert external supportto deliver against its core objectives and the delivery of a new operating model.

## We are not seeking an out of the box solution – this is a unique opportunity to create a new way of doing Government communications that can positively impact the lives of citizens and businesses in the UK at this critical time in our history. The work will impact every part of GCS including our employer offer, how we buy media and attract and retain the best talent. We need to establish sustainable change that is sensitive and adaptable to the unique challenges of Government and the dynamic political context we operate within.

# definitions

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| RGCS | Reshaping Government Communication Service: is the name of the major change programme to create a Single Employer Model and new operating model for the Government Communication Service |
| GCS | Government Communication Service. This is the Function and Profession of Communication across government. It includes communication teams & activities within Whitehall Departments and those in Arms Length Bodies (ALBs) and other agencies delivering communication on behalf of the government. GCS works with external stakeholders and providers. These will be considered during the design of the future organisation. As will the interface with the rest of Government. |

# scope of requirement

1.

## The Supplier will be required to provide specialist advice and support on the major change and organisational design and the creation of the future operating model for the GCS (detailed requirements are outlined in Section 7). The Supplier will provide this across the following broad areas:

## **Vision and High-Level Design:** To include the development and confirmation of organisational design principles, vision and high-level design for the future GCS operating model, analysis, metrics and data tracking and structured engagement of government departments and associated communications teams in shaping the future operating model.

## **Pilot Development:** To include the design of future central GCS operating model, central and in-department elements, processes, structures and resourcing. Working with stakeholders to validate and design the change management roll out approach including key deliverables, success measures and gap analysis & improvement plans to inform the future model.

## **Launching the new pilots:** Leading the approach to stand up, pilots mobilising the new teams: including governance and ways of working, capturing and sharing regular insight and learning, selecting and preparing next wave pilots and building long term sustainable ways of working for the new operating model.

## **Agile programme management:** Develop an Agile programme management structure that reflects the civil service context and key stakeholder requirements and enables effective and timely delivery of the programme, including creating detailed measurement metrics and coordination across multiple pilots and teams as required. We need the Supplier to drive the transformation programme forward and help the GCS team realise the huge change opportunity this transformation represents.

### The Supplier will be required to fully integrate themselves on occasions as part of a fast-moving multi-skilled team to add value by providing and advising on the following capabilities, flexing the resource capacity and capability as required:

### Agile transformation design and management.

### Rapid business process design, delivery and integration.

### Operating model design and implementation.

### Data analysis and visualisation.

### Major organisational change management.

## In addition they will:

* 1.

### Use private sector experience and knowledge of the communication sector to build advanced ‘future focused’ communications capability within government.

### Develop credible change proposals that align with key government priorities and objectives and meet requirements for efficiency and effectiveness.

### Advise on the change management, leadership and employee engagement approaches required to deliver the required change.

### Build performance management, benefits realisation and impact and return on investment measure into the new operating model.

### Build capacity within the RGCS Programme Team and across GCS more widely to enable the processes and skills used within the transformation programme to be embedded in the organisation long-term.

### Ensure the diversity and inclusion is embedded into every part of the transformation programme as detailed in the [GCS D&I strategy](https://gcs.civilservice.gov.uk/about-us/diversity-and-inclusion/).

### Embed best practice change management throughout the whole programme and demonstrate the role it plays at every stage.

###

# The requirement

1.

## The Supplier will be required to provide these services as and when required by the Cabinet Office Reshaping GCS Programme Team for a two-year period. The contract term shall commence upon Contract Award and be reviewed after two years with an option to extend for a further two years period on an annual basis.

## Each deliverable will require the Supplier to provide a response to a specific brief outlining their approach, team for delivery (including day rates), timings, key deliverables and costs.

# key milestones and Deliverables

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | **Pilot Development:**Operating model design with 1-3 pilot departments/organisations to include;* Design of future central GCS operating model including central and in-department element.

Definition of key process flows, structures and resourcing needs.Validation and build out of design and implementation approach with relevant central and departmental teams.Development of gap analysis, mobilisation, change management plans and success criteria for the pilot phase.(Multiple pilots may be run in a staggered or concurrent way depending on available resource). | By the end of December 2020 |
| 2 | **Launch- Stand up core of new model pilots:**Define and validate plan for stand up, clarifying what can be achieved by March 2021 and longer lead time deliverables. Support the mobilisation of new teams, structures, processes and governance, embed desired principles and behaviours.Ensure ongoing reporting and insight to ensure shared learning between pilots and next wave departments.Support selection of next wave departments and develop detailed activity plans.Define medium-long term support needs and ensure effective knowledge transfer handover to GCS team. | December to launch by March 2021 |
| 3 | **Agile Programme Management:**Working closely with the Programme Manager and PMO, develop an Agile programme management structure that reflects and adapts to the civil service context and enables full transparency, reporting and the regular delivery of value. Coordinate activity across multiple pilots and teams as required.Ensure all stakeholders understand and are engaged in the Agile model in the right way that delivers to stated objectives. | By end of December 2020 |
| 4 | Provide reports on performance. | As required |
| 5 | Attend planning and review meetings with Cabinet Office staff and ALBs to provide feedback, advice and recommendations on operating model design and organisational change. | As required |
| 6 | Supply templates, models and other change management guidance and assets for use by Cabinet Office staff. | As required |
| 7 | Supply of Contract End Report and Presentation. | At Contract End |

#

# MANAGEMENT INFORMATION/reporting

1.

## The Supplier will be required to provide regular updates on services in progress and previous services. The specific reporting needs will be agreed with the Supplier following successful appointment.

## The Supplier will be expected to attend weekly status meetings as a minimum. Specific details will be agreed upon contract award.

## The Supplier will be required to maintain a record of activities conducted under this contract, the associated costs and benefits derived and details of how the Supplier provided Value for Money for the duration of the contract.

## The Supplier will be required to provide the captured information as a contract end report, identifying opportunities for future improvements and consideration for long term contingency planning for any future events of this nature/scope.

## The Supplier will provide a presentation of this report to ensure audience understanding and to engage in a question and answer session. This session shall be attended by key stakeholders.

# volumes

1.

## The contract shall be provided on a payment for services delivered basis and as such the Contracting Authority does not guarantee the volume and or value of works that shall be called from this contract.

# continuous improvement

1.

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

## The Supplier should present new ways of working to the Authority as they are identified along with plans for how the changes can be immediately embedded into the programme and future organisational design to ensure best practice and future improvement.

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

# Sustainability

1.

## Sustainability should be considered where possible.

# quality

1.

## The Services must be delivered in line with the framework terms and conditions and in line with industry best practice.

# STAFF AND CUSTOMER SERVICE

1.

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. The potential Supplier will be expected to have the following characteristics:

### Able to work as part of a blended team, integrating with the Cabinet Office civil service team.

### Understands and has knowledge of building diversity and inclusion into organisational design to ensure unconscious bias is not inadvertently built into new operating model.

### Have knowledge and working understanding of the GCS and wider communications landscape across government.

### Have an intrinsic understanding of an agile working model but be able to flex this to fit GCS needs.

### Drive sustainability by upskilling programme team and department colleagues.

### Flex team skills and personnel to fit specific GCS needs.

### Provide regular input and engagement of senior personnel.

### Understanding of innovative communications model and capabilities.

## The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## The Supplier is required to enter into a Non-Disclosure Agreement to cover all works and information shared and entered into as part of this contract. This is to be completed and returned as part of the Supplier response.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Delivery Timescales | To be received within 3 days from request | 95% |
| 2 | Reporting | Weekly status reports and end of project reports to be supplied within 2 weeks of completion | 95% |
| 3 | Response Times | Initial response - same working day. Detailed response within 48 hours. | 95% |
| 4 | Resources | To be review monthly. | 95% |
| 5 | Meeting Attendance | As required - with a minimum 24 hours’ notice. | 95% |

1. 1. The Client will measure the quality of the Supplier’s delivery against specific service level agreements. These will be agreed with the successful Supplier following contract award and may vary for each piece of work assigned to the Supplier for delivery. They will be agreed upon at the commencement of each individual brief.
	2. Where the Supplier has breached a Service Level Agreement more than three (3) times in a period of four (4) weeks, the Supplier will be expected to remedy the service failure. In the event of failure to do so the Authority reserves the right to seek early termination of their respective contract in accordance with the procedures set out in Attachment 5a - Terms and Conditions.

# CONTRACT MANAGEMENT

## The Supplier will be required to work closely with the Cabinet office lead representative and liaise as required to meet the contract deliverables and agreed work schedules.

## The Supplier will be required to attend a weekly conference call with the Cabinet Office to discuss contract progress and any identified issues and/or themes.

## In line with social distancing measures all liaison shall take place using available digital platforms and mechanisms.

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out at 70 Whitehall / 1 Horseguards Road, London SW1 or in line with social distancing measures. The Supplier may be required to work remotely and ensure that suitable provisions are made to allow their staff to work from home wherever practical.

## Where working from home is not a feasible option for staff, the Supplier shall ensure that social distancing measures are maintained in any used office environments.

## Where the Supplier, and any of its staff/representatives, are required to attend site (Government Office) all efforts will be made to adhere to the social distancing and safety recommendations.