

## DPS Schedule 4 (DPS Management)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Supplier DPS Manager"</b>	1 has the meaning given to it in Paragraph 3.1 of this Schedule; and
<b>"Supplier Review Meetings"</b>	2 has the meaning given to it in Paragraph 3.9 of this Schedule.

### 2. How CCS and the Supplier will work together

2.1 The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the DPS Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive DPS management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the DPS Contract Period.

### 3. DPS Management

#### DPS Management Structure

3.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier DPS Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Supplier shall put in place a structure to manage this Contract in accordance with DPS Schedule 1 (Specification) and the Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the DPS Start Date.

3.4 Following discussions between the Parties following the DPS Start Date, where requested by CCS the Supplier shall produce and issue to CCS a draft supplier action plan (the **"Supplier Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and

come into effect within two weeks from receipt by the Supplier of CCS's notification.

- 3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
- 3.7 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
  - 3.7.1 Dun and Bradstreet risk failure score monitoring;
  - 3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
  - 3.7.3 invoice payment performance; and
  - 3.7.4 verification of required accreditations & certifications.
- 3.8 Suppliers should participate in further competitions when identified by appropriate filters using the Platform. A repeated failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the DPS, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

#### **Supplier Review Meetings**

- 3.9 Regular performance review meetings will take place at CCS's premises throughout the DPS Contract Period ("**Supplier Review Meetings**") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
- 3.10 The Supplier Review Meetings will review the Supplier's performance under this Contract and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
- 3.11 CCS may ask the Supplier to discuss any instances known to the Supplier where any Other Contracting Authority decided not to use this DPS Contract for their order.
- 3.12 The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier DPS Manager.

#### 4. How the Supplier's Performance will be measured

4.1 The Supplier's performance will be measured by the following Performance Indicators ("PI"):

Performance Indicator (PI)	PI Target	Measured by
<b>MI Returns:</b> Completed and accurate MI template to be returned to CCS by the Reporting Date.	100% if submitted by the Reported Date; 60% if submitted up to 3 working days late; 0% if submitted over 3 working days late.	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data management system).
<b>Invoice Payment:</b> All undisputed invoices to be paid within 30 calendar days of issue (if applicable).	100% if paid within 30 calendar days of issue; 0% if paid over 30 calendar days of issue.	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's finance system).
<b>Self Audit:</b> Provision of the completed and signed Self Audit Certificate to CCS within 2 weeks of the end of each Contract Year.	100% if the certificate is provided within 10 working days of the end of the Contract Year; 0% if the certificate is not provided within 10 working days of the end of the Contract Year.	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's finance system)
<b>Insurances and Cyber Essentials:</b> Insurance and Cyber Essentials certificates to be re-submitted annually, on their renewal.	100% if renewed certificates of insurances and Cyber Essentials are provided to CCS on their renewal; 0% if renewed certificates of insurances and Cyber Essentials are not provided to CCS on their renewal.	Confirmation of receipt by CCS.
<b>Customer Satisfaction:</b> Services to be provided under Contracts to the satisfaction of the Contracting Authorities. Confirmation by the	90% satisfaction from customer satisfaction survey(s).	Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys.

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Authority of the Supplier's performance against customer satisfaction surveys		
<b>Audit Actions:</b> Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report (if applicable)	100% if no Action Plan is required or if all actions since the last audit have been delivered to plan; 66% if up to two (2) actions are late; 33% if three (3) or four (4) actions are late; 0% if more than four (4) actions are late.	Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report.
<b>Contact Information:</b> Supplier to maintain accurate contact information for both the Authority and Contracting Authority.	100%	Confirmation at contract review by the supplier that the supplier contact details are up-to-date.
<b>Responsiveness to Invitation to Tenders:</b> Responding to ITTs issued via the DPS on 95% of Order Procedures (within location or region).	Responding to Invitations to Tender issued via the agreement on 95% of Order Procedures (within scope).	Confirmation by the Authority of the supplier's response to 95% of Order Procedures.
<b>TUPE:</b> The Supplier will inform the Authority in any and all instances where TUPE applies to an Order Contract under this DPS Agreement.	As applicable and at the very least in accordance with scheduled Supplier Review Meetings.	Confirmation by the Authority during Supplier Review Meetings.
<b>Social Value Delivery:</b> The Supplier will provide an annual Social Value Delivery Statement to the Authority detailing activity that has been delivered through Order Contracts under this DPS.	100% delivery compliance, unless agreed otherwise with CCS.	Social Value Delivery Statement provided to the Authority each year.

- 4.2 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.
- 4.3 CCS reserves the right to adjust, introduce new, or remove PIs throughout the DPS Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
- 4.4 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

## **5. What the Supplier must do to measure their performance**

- 5.1 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract if required to do so by CCS.. This shall include the following (but this list is not exhaustive and may be developed during the DPS Contract Period):
  - 5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
  - 5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through DPS management activities as outlined in this Schedule.

## **6. What to do if CCS and the Supplier can't agree about the performance**

- 6.1 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 6.2 In cases where CCS Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

## **7. Marketing**

- 7.1 The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

### **How the Supplier must contribute to CCS publications**

- 7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
- 7.3 Such information shall be provided in such form and at such time as CCS may request.
- 7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

### **What Suppliers can say in its own publications**

- 7.5 All marketing materials produced by the Supplier in relation to this DPS shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
- 7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
- 7.7 The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
- 7.8 The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

## **8. Where CCS might oversee parts of the Order Contracts**

- 8.1 CCS shall have oversight of certain processes which are operated under Order Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Order Contract:

- 8.1.1 [Order Schedule 3 (Continuous Improvement);]
  - 8.1.2 [Order Schedule 8 (Business Continuity and Disaster Recovery);]
  - 8.1.3 [Order Schedule 9 (Security); and]
  - 8.1.4 [Order Schedule 16 (Benchmarking).]
- (the "**Supported Schedules**")

### **How the Supplier must support CCS involvement**

- 8.2 The Supplier shall cooperate as reasonably required by CCS in relation to the Supported Schedules including:
- 8.2.1 provision of information;

- 8.2.2 allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
- 8.2.3 such other matters as CCS may notify to the Supplier from time to time.

**Where CCS might manage the process for Buyers collectively**

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

- 8.3.1 [Order Schedule 3 (Continuous Improvement) - the Supplier shall:
  - (a) adopt a policy of continuous improvement in relation to the Deliverables;
  - (b) create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.]
- 8.3.2 [Order Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
  - (a) create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
  - (b) notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Order Contracts.]
- 8.3.3 [Order Schedule 9 (Security) - the Supplier shall:
  - (a) create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
  - (b) notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Order Contracts.]
- 8.3.4 [Order Schedule 16 (Benchmarking) - the Supplier:
  - (a) shall notify CCS in the event that any benchmarker is appoint in respect of any Order Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Order Contracts;

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- (b) shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;
- (c) agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the DPS Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).



