

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):

"Supplier DPS Manager"	has the meaning given to it in Paragraph 3.1 of this Schedule; and
"Supplier Review Meetings"	has the meaning given to it in Paragraph 3.6 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 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
- 3.4.1 Dun and Bradstreet risk failure score monitoring;
 - 3.4.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
 - 3.4.3 invoice payment performance; and
 - 3.4.4 verification of required accreditations & certifications.
- 3.5 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

- 3.6 Regular performance review meetings will take place throughout the DPS Contract Period ("**Supplier Review Meetings**") at a frequency determined by CCS. The Parties shall be flexible about the timings of these meetings.
- 3.7 The Supplier Review Meetings will review the Supplier's performance under this Contract. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
- 3.8 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.
- 3.9 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	Frequency
Valid insurance renewal certificates and certifications listed in the DPS Contract to be provided to CCS upon expiry.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive renewal certificates within 45 calendar days of expiry.	Annual

DPS Schedule 4 (DPS Management)

Crown Copyright 2024

Annual Supplier self-audit certificate sent to CCS in accordance with the DPS Contract to cover each contract year.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year.	Annual
Where the DPS Contract is in scope of Public Procurement Note (PPN) Ref: 10/23 (Taking account of a bidder's approach to payment in the procurement of major contracts), the Suppliers will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at the discretion of CCS.	Monthly
Social value report (including reporting in relation to modern slavery, equality and diversity) summarising	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of DPS	Annual

DPS Schedule 4 (DPS Management)

Crown Copyright 2024

delivery in the contract year.		contract year end date.	
Management Information (MI) returns: All MI returns to be returned to CCS by the 5th Working Day of each month.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system)	Monthly
All undisputed CCS Invoices (levy) to be paid by the Supplier within 30 calendar days of issue.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system)	Monthly

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.

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.