

## 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 3.9 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 D&B 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 10.8 (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 a location agreed by CCS throughout the DPS Contract Period ("**Supplier Review Meetings**") at such times and frequencies as CCS determine. 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 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"):

<b>PI Number</b>	<b>Performance Indicator (PI)</b>	<b>PI Target</b>	<b>Measured by</b>
<b>Contract Management</b>			
1	Responsiveness to CCS in relation to management of this agreement	≥ 95%	Responding to correspondence (email or phone) from CCS within 2 Working Days.

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			Resolving issues raised within 5 Working Days.
2	Provision of the Model Self Audit Certificate in accordance with within 2 weeks of the end of each Contract Year	100%	Confirmation of receipt by CCS.
3	Reporting the number of Order Contract variations within each Quarter	100%	Providing the report 2 weeks after the end of each Quarter
<b>Sales, Invoicing and Savings Information</b>			
4	Completed accurate MI template to be returned to CCS by the Reporting Date.	100%	Confirmation of receipt by CCS, (must be complete & accurate with invoice, order & bid MI )
5	Any invoices for Management Levy to be paid within 30 calendar days from date of issue.	100%	Confirmation of receipt by CCS.
6	Provided accurate and full breakdown of pricing for Services supplied by the Supplier within 14 Working Days of a request from CCS.	100%	Confirmation of receipt of full and accurate information by CCS.
<b>Service</b>			
7	Satisfaction	90% or above.	% of responders who are satisfied or better
8	Responsiveness to Invitation to Tenders	≥ 95% per Quarter	Responding to Invitations to Tender issued via the

			agreement on 95% of Order Procedures, (within location region)
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- 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 Buyer 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 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 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 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 the Supplier 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 its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.