

## Service Definition – Procurement and Commercial Planning Services

### (a.) An overview of the G-Cloud Service (functional, non-functional);

Acuity's services help specify and procure the cloud based services your organisation needs. Our support spans the full procurement lifecycle from planning, to management, to evaluation. Our experience is drawn from complex large scale strategic procurements and more straightforward, operationally driven deployments. We have significant experience in managed service procurements.

#### Service features

1. Strategic requirements identification and strategic sourcing options
2. Green Book Compliant SOC, OBC and FBC Business Case Production
3. Connectivity services bid and OBC support, including LFFN
4. Detailed requirements specification
5. Procurement route advice, assessment and identification e.g OJEU Frameworks
6. Procurement process design, and ITT/ Procurement pack development
7. Procurement Programme and Project Management – planning and delivery
8. Commercial, technical, financial, and pricing model development and evaluation
9. Contract development, Due Diligence and complex commercial negotiations
10. Supplier performance management, including Service Level Framework development.

#### Service benefits

1. Make sourcing decisions that properly support your business goals.
2. Avoid wasted investments with sound business case production.
3. Avoid costly re-procurements by getting it right first time.
4. Avoid no-bid situations with specifications that attract the market.
5. Boost supplier competition by choosing the optimum marketplace.
6. Experience well planned, structured and smooth procurements.
7. Boost supplier management skills with specialist guidance and frameworks.
8. Build attractive and flexible commercial and pricing models.
9. Manage supplier performance with clear, fair and workable SLAs.
10. Ensure legal compliance and reduce risk of procurement challenges.

### (b.) Pricing (including unit prices, volume discounts (if any), data extraction etc.)

Day rates for our consultancy services are set out in the SFIA rates table and are dependent on the level and experience of the consultant and nature of requirement.

### (c.) Service management details;

Each client assignment is allocated an Acuity Assignment Director who is responsible for overseeing the services to be delivered. The Assignment Director will oversee quality assurance of all regular checkpoint and highlight reports prior to delivery to the customer to ensure all activities and agreed products are being delivered to plan.

The Assignment Director maintains contact with the lead consultant on at least

a weekly basis and as and when required via telephone, email and face to face meetings to monitor progress of the assignment and to ensure any risks and issues which may arise are managed appropriately. In addition, the Assignment Director will also periodically liaise with the client to ensure they are satisfied with the progress of the work and the conduct of the consultant, and acts as a point of escalation for the client should they require it.

Through these regular meetings and feedback with clients we assess client's satisfaction with consultants' performance and address any performance issues in the rare likelihood that they may arise.

**(d.) Service Levels (e.g. performance, availability, support hours, severity definitions etc.);**

Acuity makes every effort to ensure and maintain the highest standards of delivery from all its consultants. Internally we have recruited consultants who together have created an organisational culture and ethos which is underpinned by our professional integrity in all that we do.

Each client assignment is allocated an Acuity Assignment Director who is responsible for overseeing the services to be delivered. Throughout the assignment the Assignment Director will liaise with the client to ensure they are satisfied with the progress of the work. In the unlikely event that a customer complaint arises, this would be escalated to the Assignment Director for investigation.

In addition, at the end of every assignment we issue the client with a Client Satisfaction Form to complete. This focuses on areas such as the relevance of the consultants' knowledge and skill set, timeliness of delivery and how Acuity's delivery contributed and added value to meeting business requirements. It also focuses on any areas in which the client feels we may be able to improve the quality of service. We use this feedback to improve our approach for both existing and future clients.

**(e.) Ordering and invoicing process;**

Orders can be placed by contacting us by email or phone.

Invoices are submitted at monthly intervals and will show the period and the amount of the work for which payment is claimed together with the agreed day rates and travel and subsistence claim details. Payment is due within 30 days of invoice issue.

**(f.) Termination terms:**

- (i.) By consumers (i.e. consumption); and**
- (ii.) By the Supplier (removal of the G-Cloud Service);**

As per our Terms & Conditions:

The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

10.2 The Client may terminate the Agreement if the Consultancy fails to comply with any aspect of these Terms and Conditions and this failure

continues for a period of four (4) weeks after notification of non-compliance is given.

10.3 The Consultancy may terminate the Agreement if the Client has failed to make over any payment due within four (4) weeks of the sum being requested.

10.4 Either party may terminate the Agreement by notice in writing to the other if:

10.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

10.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

10.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

10.4.4 the other party ceases to carry on its business or substantially the whole of its business; or

10.4.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10.5 In the event of termination the Client must make over to the Consultancy any payment for work done and expenses incurred up to the date of termination.

10.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.