



Crown
Commercial
Service



Home Office

OFFICIAL SENSITIVE

HOME OFFICE

AND

MITIE FM LIMITED

SELF ISOLATION CHECKS CONTRACT

FACILITIES MANAGEMENT MARKETPLACE (LOT 1C)

RM3830

ORDER FORM
Part A - Order Form Template

Contract Number: CCZ121A09

From the ("Buyer "): Home Office

To the ("SUPPLIER")

Name: Mitie FM Limited

Registered Address: [REDACTED]

Registered Number: [REDACTED]

DUNS Number: [REDACTED]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

Where Call-Off Schedule 20 (Clustering) is selected then the Deliverables shall also be provided for the benefit of the following potential Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Home Office (Buyer)	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
All Ministerial and Non-Ministerial UK Government Departments, including their Executive Agencies and other subsidiary bodies;	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
Other parts of Central Government holding Crown Status employing Civil Servants:	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries;	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
The non-Departmental Public Bodies, other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments which are not covered by the above categories but are named in this Attachment 1;	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms

Any successor bodies to any of the above; and	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
All new bodies created which fall within the criteria set out above	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
Scottish Government	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms
Northern Ireland Government Departments	As per Attachment 3 – Specification	6 months + 1 + 1 months	Call Off Schedule 26 – Special Terms

Please note that the above list is not exhaustive, the Buyer may add additional Cluster Members to the scope of the Call Off Contract throughout the Contract Period. The contract is open to organisations defined as a public body at <https://www.gov.uk/government/organisations>.

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM3830 and dated 10 July 2018 for the provision of facilities management services.

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot:

Tick as appropriate	Lot	Supplier accreditations required for the Lot
<input checked="" type="checkbox"/>	1c	ISO 9001, ISO 14001, ISO 27001,

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms Schedule 26.
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in equal order of precedence:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Distress)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 5 (Call-Off Pricing)
Call-Off Schedule 7 (Key Staff)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 9 (Security)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 14 (Key Performance Indicators)
Call-Off Schedule 15 (Contract Management)
Call-Off Schedule 20 (Clustering)

6. The CCS Core Terms (v3.0.2)
7. Joint Schedule 5 (Corporate Social Responsibility).

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

Call Off Schedules Not Used

Joint Schedule 8 (Guarantee)
Call-Off Schedule 2 (Staff Transfer)
Call Off Schedule 6 (TUPE Surcharge)
Call Off Schedule 23 (Redundancy Surcharge)]
Call Off Schedule 11 (Processing Data)
Call-Off Schedule 12 (ICT Services Terms)
Call-Off Schedule 13 (Mobilisation Plan and Testing)
Call-Off Schedule 16 (Benchmarking)
Call-Off Schedule 17 (MoD Terms)
Call-Off Schedule 18 (Concession Agreement)
Call-Off Schedule 19 (Collateral Warranty Agreements)
Call-Off Schedule 21 (Performance Bond)
Call-Off Schedule 24 (Scottish Law)
Call-Off Schedule 25 (Northern Ireland Law)

CALL-OFF SPECIAL TERMS:

The Special Terms contained within Call Off Schedule 26 (Special Terms) shall be incorporated into this Call-Off Contract.

EFFECTIVE DATE: 1 April 2021

DATE THE CONTRACT PERIOD COMMENCES: 1 April 2021

MOBILISATION PERIOD: 6 April – 12 April 2021

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 13 April 2021

DATE CALL-OFF INITIAL PERIOD ENDS): 12 October 2021

CALL OFF OPTIONAL EXTENSION PERIOD 1: 13 October 2021– 12 November 2021

CALL-OFF OPTIONAL EXTENSION PERIOD 2: 13 November 2021 – 12 December 2021

TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 13 April 2021 – 12 December 2021

CALL-OFF DELIVERABLES:

The following Deliverables shall be provided under this Call-Off Contract:

[REDACTED]

Annex A – Deliverables Matrix
Annex B – Standards and Processes
Annex C – Key Performance Indicators
Annex D – Payment Mechanism
Annex E – Buyer Specific Requirements

DRAWN DOWN DELIVERABLES:

The location of the provision of certain Deliverables is not fixed on the Start Date however the Buyer is aware that the following parameters may apply to its requirements for these Deliverables:

The locations of the provision of the Deliverables will be within the following descriptions representations as geographical regions:

- Region 1 London, the South East and East of England

Inner London – West
Inner London – East
Outer London – East and North East
Outer London – South

Outer London – West and North West
East Anglia
Bedfordshire and Hertfordshire
Essex
Berkshire, Buckinghamshire and Oxfordshire
Surrey, East and West Sussex
Hampshire and Isle of Wight
Kent

- Region 2 Midlands and the South West

Herefordshire, Worcestershire and Warwickshire
Shropshire and Staffordshire
West Midlands (county)
Derbyshire and Nottinghamshire
Leicestershire, Rutland and Northamptonshire
Lincolnshire
Gloucestershire, Wiltshire and Bristol/Bath area
Dorset and Somerset
Cornwall and Isles of Scilly
Devon

- Region 3 North East England, Yorkshire and the Humber and North West

Tees Valley and Durham
Northumberland and Tyne and Wear
East Yorkshire and Northern Lincolnshire
North Yorkshire
South Yorkshire
West Yorkshire

Cumbria
Greater Manchester
Lancashire
Cheshire
Merseyside

(Please note that the above regions shall be finalised upon contract execution depending on the regions that you were awarded during the procurement for this COVID-19 Home Office Self Isolation Checks Services Contract. Due to the nature of the pandemic, there is no guarantee of any requirement being requested during the Contract Period);

- The Deliverables are to be made available to be called upon in such quantities, at such locations, to the Buyer) and for such duration (subject to the total maximum Contract Period) as the Buyer shall determine at their discretion and in line with the requirements set out in the Specification and associated Annexes;
- The Buyer will provide at least the following amount of notice in order to require the mobilisation of any geographical region: 7 days unless otherwise specified by the Buyer
- The Buyer will provide at least the following amount of notice in order to require the delivery of the required Deliverables at each Premises: 48 hours unless otherwise specified by the Buyer; and
- The pricing provisions that will apply to the provision of these Deliverables will be as per the prices provided within the Pricing Matrix.

The Supplier acknowledges that the quantity of any Drawn Down Deliverables may be subject to adjustment during the Contract Period and specifically for the Buyer's requirements across the required geographical regions.

The Supplier acknowledges that due to the nature of the COVID-19 pandemic the Buyer may require Additional Services and/or the removal of some Deliverables that are in line with the scope of the Facilities Management Marketplace Agreement (RM3830) to support the fight against the current COVID-19 pandemic. Any requests for the removal or increase to the required Services shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

CALL-OFF CHARGES:

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and shall be calculated by reference to the fixed price pricing matrices set out below:

[REDACTED]

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

- (i) Specific Change in Law;
- (ii) Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms')

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

ESTIMATED YEAR ONE CONTRACT CHARGES

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is a liability cap of 150% of the total revenue achieved by the Supplier over the initial term.

PASS THROUGH COSTS

Not Applicable

MORE FAVOURABLE COMMERCIAL TERMS

- Not Applicable

TUPE OPTION

Not Applicable

VARIATION THRESHOLD

Not Applicable

INCLUSIVE REPAIR THRESHOLD

Not Applicable

BILLABLE WORKS

The estimated total value range for Billable Works shall be as set out below:

Tier	Estimated total value range
Tier One Billable Works	£1001 - £5000
Tier Two Billable Works	£5001 - £10,000

Tier Three Billable Works	£10,001 - £25,000
Tier Four Billable Works	Above £25,000

The value of Billable Works not requiring approval is: 0

BUSINESS CRITICAL EVENTS

Business Critical Events are events which would cease or severely impair the Buyer's operations unless completed.

Business Critical Events shall be discussed and agreed during the Contract Period.

Disaster Period: 1 day

METHOD OF PAYMENT

BACS to account [REDACTED] at [REDACTED]

[Government Procurement Card] (where selected then the Supplier shall pay any associated merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this from CCS or the Buyer)]

BUYER INVOICING ADDRESS:

[REDACTED]

BUYER AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER NOTICES

[REDACTED]

BUYER SECURITY POLICY:

The Buyer acts within HMG Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>) and frontline service delivery is restricted to personnel with a minimum of basic Disclosure and Barring Service certification. All supervisory, management or corporate individuals are expected to be certified under Baseline Personnel Security Standard. The Buyer will expect to respond proactively to Security situations and be able to enhance the workforce when required. Security threats are constantly evolving and the Buyer anticipates working with the Supplier to adapt the services delivered under the contract to protect the public from those threats.

PROGRESS REPORT FREQUENCY:

Weekly – detailing how many visits made and how many were compliant.

PROGRESS MEETING FREQUENCY:

Weekly for the first 4 weeks then monthly

KEY ROLES/STAFF:

The Supplier must confirm all key operational and management roles below
[REDACTED]

KEY SUBCONTRACTORS:

[REDACTED]

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

[REDACTED]

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month

KPI CREDITS, AT RISK % AND EARN BACK%:

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

(i) the At Risk % shall be: 6%

and

(ii) the Earn Back % shall be: 50%

RISK REGISTER:

To be agreed during the Mobilisation Period

SMALL AND MEDIUM SIZED ENTERPRISES

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 33 %.

CONCESSION:

Not applicable

COLLATERAL WARRANTIES

Not Applicable

PERFORMANCE BOND

Not Applicable

CALL-OFF GUARANTEE

Ref: RM3830

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender and set out in the Specification and associated Annexes.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

Part B

Call-Off Schedules

Core Terms (v3.0.2)

[REDACTED]

Joint Schedules

[REDACTED]

Call Off Schedules

[REDACTED]

Clarifications Questions and Responses

[REDACTED]

Tender Response

[REDACTED]

[REDACTED]

[REDACTED]

Appendix 1 – Request for Self-Isolation Services

[REDACTED]