



Crown
Commercial
Service



Department
of Health &
Social Care

DEPARTMENT OF HEALTH AND SOCIAL CARE

AND

MITIE FM LIMITED

FACILITIES MANAGEMENT MARKETPLACE CONTRACT

MANAGED QUARANTINE SECURITY AND SUPPORT SERVICES

LOT 1C

REF: RM3830

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ORDER FORM [Part A - Order Form Template]

Contract Number: CCZI21A15

From the ("Buyer "): Department of Health and Social Care

To the ("SUPPLIER")

Name: Mitie FM Limited

Registered Address: Shard Offices, Level 12, 32 London Bridge Street, London, SE1 9SG, England

Registered Number: 3253304

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 Cluster Members

Name of Cluster Member	Services to be provided	Duration	Special Terms
Department of Health and Social Care (Buyer)	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
Scottish Government	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
Northern Ireland Government Departments	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three	Call Off Schedule 25 – Special Terms

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		month extension periods	
All Ministerial and Non-Ministerial UK Government* Departments, including their Executive Agencies and other subsidiary bodies*	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
Other parts of Central Government holding Crown Status employing Civil Servants*	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries*	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – 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 and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
Any successor bodies to any of the above*	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms
All new bodies created which fall within the criteria set out above*	As per Attachment 3 – Specification and associated Annexes	Six (6) months or otherwise stated in the order form, plus four optional three month extension periods	Call Off Schedule 25 – Special Terms

*Those Cluster Members marked with an asterisk may only be permitted to draw down Deliverables by agreeing to sign a Memorandum of Understanding with DHSC. Requirements will be for a short term basis with a maximum duration of three (3) months with each Cluster Member's value (£) not exceeding 5% of the Buyer's estimated overall Contract value

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 (please select)

Lot	Supplier accreditations required for the Lot
1c	ISO 9001 ISO 14001 ISO 27001, Cyber Essentials Plus

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 (Call-Off Schedule 25 (Special Terms)) and Call-Off Special Schedules.
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 2 (Staff Transfer)
 - Call-Off Schedule 2: Part E (Staff Transfer on Exit)
 - 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 12 (ICT Services Terms)
Call-Off Schedule 14 (Key Performance Indicators)
Call-Off Schedule 15 (Contract Management)
Call-Off Schedule 20 (Clustering)
Call-Off Schedule 26 (Scottish Law)
Call-Off Schedule 27 (Northern Irish Law)

6. *The CCS Core Terms (v3.0.2)*
7. *Joint Schedule 5 (Corporate Social Responsibility).*
8. *Call-Off Schedule 22 (Call-Off Tender)* provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

SCHEDULES NOT USED IN THIS CONTRACT:

Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)
Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)
Call-Off Schedule 2: Part C (No Staff Transfer on Start Date)
Call-Off Schedule 2: Part D (Pensions)

- Annex D1 (CSPS)
- Annex D2 (NHSPS)
- Annex D3 (LGPS)

Call-Off Schedule 6 (TUPE Surcharge)
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 23 (Redundancy Surcharge)

Joint Schedule 8 (Guarantee)

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 SPECIAL TERMS:

The following Special Terms contained within Call-Off Schedule 25 – Special Terms shall be incorporated into this Call-Off Contract: Special Terms 1 – 11.

EFFECTIVE DATE: 17 September 2021

DATE THE CONTRACT PERIOD COMMENCES: 17 September 2021

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MOBILISATION PERIOD: 18 September 2021 to 30 September 2021

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

DATE CALL-OFF INITIAL PERIOD ENDS): 31 March 2022

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 1 April 2022 to 30 June 2022

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 1 July 2022 to 30 September 2022

CALL OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates): 1 October 2022 to 31 December 2022

CALL-OFF OPTIONAL EXTENSION PERIOD 4 (start and end dates): 1 January 2023 to 31 March 2023

TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 18 months): 1 October 2021 to 31 March 2023

CALL-OFF DELIVERABLES:

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

- Attachment 3 – Specification:
 - Attachment 3 - Annex A - Service Matrix
 - Attachment 3 - Annex B - Standards & Processes
 - Attachment 3 - Annex C - KPI Security
 - Attachment 3 - Annex D - Pay Mechanism
 - Attachment 3 - Annex E - General Specification (Please note this Annex is applicable for security only)
 - Attachment 3 - Annex F - Security Specification (security only)
 - Attachment 3 - Annex G - Passenger Data (Please note this Annex is applicable for security only)
 - Attachment 3 - Annex H - Standard Operating Procedures - MQS Security SOP (security only)
 - Attachment 3 - Annex I - Standard Operating Procedures - MQS Transport Security SOP (security only)
 - Attachment 3 - Annex J - Standard Operating Procedures - MQS Accommodation SOP (For information only)
 - Attachment 3 - Annex K - Standard Operating Procedures - MQS Potential COVID-19 Outbreak Response (Please note this Annex is applicable for security only)
 - Attachment 3 - Annex L - HPT Checklist for Managed Quarantine Facilities - GENERIC (for information only)
 - Attachment 3 - Annex M - COVID Staff Log (Security only)

- Attachment 3 - Annex O - Standard Operating Procedures - Behaviour Pathway (Please note this Annex is applicable for security only)
- Attachment 3 - Annex P - Standard Operating Procedures - Behavioural Pathways Handbook (Please note this Annex is applicable for security only)
- Attachment 3 - Annex Q - Standard Operating Procedures - MQS Guest Testing Guidebook (for information only)
- Attachment 3 - Annex R - Standard Operating Procedures - MQS Testing SOP (for information only)
- Attachment 3 - Annex S - SOPs - Maternity Care Pathway in Quarantine Hotels (Please note this Annex is applicable for security only)
- Attachment 3 - Annex T - Standard Operating Procedures - Test Registration Log (security only)
- Attachment 3 - Annex U - Resource Levels (Please note this Annex is applicable for security only)
- Attachment 3 - Annex V - Staff Testing Log MQS (security only)

DRAWN DOWN DELIVERABLES:

- **Lot 2 - Region 2 - North of England (including North West England, North East England, Yorkshire and the Humber)**

Cumbria
Greater Manchester
Lancashire
Cheshire
Merseyside
Tees Valley and Durham
Northumberland and Tyne and Wear
East Yorkshire and Northern Lincolnshire
North Yorkshire
South Yorkshire
West Yorkshire

- **Lot 3 - Region 3 - 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

- **Lot 5 - Region 5 - Scotland**

Angus and Dundee
Clackmannanshire and Fife
East Lothian and Midlothian
Scottish Borders
Edinburgh
Falkirk
Perth and Kinross, and Stirling
West Lothian
East Dunbartonshire, West Dunbartonshire, and Helensburgh and Lomond
Dumfries and Galloway
East and North Ayrshire mainland
Glasgow
Inverclyde, East Renfrewshire, and Renfrewshire
North Lanarkshire
South Ayrshire
South Lanarkshire
Aberdeen and Aberdeenshire
Caithness and Sutherland, and Ross and Cromarty
Inverness, Nairn, Moray, and Badenoch and Strathspey
Lochaber, Skye and Lochalsh, Arran and Cumbrae, and Argyll and Bute (except Helensburgh and Lomond)
Eilean Siar (Western Isles)
Orkney Islands
Shetland Islands

- **Lot 6 - Region 6 - Wales***

Isle of Anglesey
Gwynedd
Conwy and Denbighshire
South West Wales (Ceredigion, Carmarthenshire, Pembrokeshire)
Central Valleys (Merthyr Tydfil, Rhondda Cynon Taff)
Gwent Valleys (Blaenau Gwent, Caerphilly, Torfaen)
Bridgend and Neath Port Talbot
Swansea
Monmouthshire and Newport
Cardiff and Vale of Glamorgan
Flintshire and Wrexham
Powys

(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 Managed Quarantine: Security and Support Services Contract. Any regions containing an * are subject to review and may not be awarded at all depending on the requirements of the Buyer, if they are awarded

there is also no guarantee of any requirement being requested during the Contract Period as with all other regions (1 - 5) due to the nature of the pandemic, individual travel choices and changing government policy);

- 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 shall draw down the required Deliverables using the form contained within Appendix 1 – Request for Managed Quarantine Security and Support Services ;
- The Buyer will provide at least the following amount of notice in order to require the mobilisation of any geographical region: 72 hours 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 Managed Quarantine Facility : 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 Price 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 FM Services Marketplace Framework Agreement (RM3830) to support the response to the COVID-19 pandemic. Any requests for the removal or increases 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 (where relevant).

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 matrix set in Appendix B – Price Matrix and Appendix I – Rate Cards:

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) indexation;
- (ii) Specific Change in Law;
- (iii) benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking).
- (iii) 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 unless stated otherwise below:

The Buyer's total aggregate liability (excluding any liability to pay the Charges) under this Call-Off Contract (whether in tort, contract or otherwise) shall be limited to £5,000,000 (five million pounds) for the Contract Period.

The Supplier's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) shall be limited to the greater of £50,000,000 (fifty million pounds) and the Supplier's net profit before tax achieved through this Call-Off Contract.

ESTIMATED YEAR ONE CONTRACT CHARGES

The sum equivalent to the total Charges paid or payable by the Buyer to the Supplier during the Contract Period in respect of the agreed prices as per Appendix B – Price Matrix and Appendix I – Rate Cards:

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from the first 12 month anniversary from the Start Date: 1 October 2021 (where applicable) and shall be applied on every yearly anniversary of 1 October.

Indexation shall be applied to costs directly associated with wages, pensions or other staff related salary costs.

PASS THROUGH COSTS

The Supplier shall be entitled to recover Pass Through Costs in accordance with Call-Off Schedule 5 (Call-Off Prices) including but not limited to:

- Evidential Pass Through Costs relating to travel expenses for Supplier Personnel travelling to relevant ports where transport cannot be agreed between the Buyer's transportation services providers;

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- Body Worn Cameras (BWCs), COVID-19 PPE; and
- Rent/lease of property to facilitate the delivery of the Services.

MORE FAVOURABLE COMMERCIAL TERMS

- For this framework these will only apply to Pass Through Costs

TUPE OPTION

Not Applicable

VARIATION THRESHOLD

Not Applicable

TARGET COST

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 and include but are not limited to:

- Lack of Supplier Personnel to carry out the delivery of the required Services;
- Lack of IT availability to carry out the delivery of the required Services

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

Disaster Period: 1 day

SUPPLIER METHOD OF PAYMENT

REDACTED

BUYER INVOICING ADDRESS:

All invoices must be send quoting a valid purchase order number to the following email address: REDACTED

Accounts Payable
REDACTED

The Buyer's standard invoicing wording is:

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non- compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to: REDACTED

BUYER AUTHORISED REPRESENTATIVE:

REDACTED
Commercial Directorate
Department of Health and Social Care
REDACTED

BUYER NOTICES

REDACTED
Commercial Directorate
Department of Health and Social Care
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 unescorted access to its sites is restricted to personnel with a minimum of Baseline Personnel Security Standard.

The Buyer's sites respond as required to changes in the National Threat Level (<https://www.gov.uk/terrorism-national-emergency>) that result in a change to the Response Level and the Response Level is displayed at all sites.

The Buyer will expect to respond proactively to Security situations and be able to enhance the guard force when required to create an enhanced deterrent or assist with controlling a security situation. Security threats are constantly evolving and the Buyer anticipates working with the Supplier to adapt the services delivered under the contract to protect sites from those threats.

PROGRESS REPORT FREQUENCY:

Please see Part B Appendix C - Call-Off Schedule 15 – Contract Management

PROGRESS MEETING FREQUENCY:

Please see Part B Appendix C – Call-Off Schedule 15 – Contract Management

KEY ROLES/STAFF:

REDACTED

KEY SUBCONTRACTORS:

As detailed in Appendix E – Key Subcontractors (See Section B below)

E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

Supplier to provide commercially sensitive information

No.	Item(s)	Duration of Confidentiality
1	Pricing Schedule	36 Months

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% (SECURITY):

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: 2.5%.

RISK REGISTER:

To be further agreed during the first week of the Contract Period

For the purposes of this Call-Off Contract the following shall be deemed part of the risk register (but not limited to):

[Type of Risk]

[Location of Risk]

[Further Detail]

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 %.

PERFORMANCE BOND

Not Applicable

CALL-OFF GUARANTEE

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 Deliverables in line with the social value requirements set out in the Specification and associated annexes, in its Call-Off Tender (See Appendix E – Key Subcontractors).

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.

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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.

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:	17/09/2021	Date:	17 September 2021

Part B

Call-Off Schedules

The following appendices form accompany this Order Form and are provided under separate cover:

- Appendix A – Specification and Annexes REDACTED
- Appendix B – Price Matrix REDACTED
- Appendix C – Call-Off Schedules REDACTED
- Appendix D – Joint Schedules and Core Terms REDACTED
- Appendix E – Key Subcontractors REDACTED
- Appendix F – Social Value Commitments REDACTED
- Appendix G – Final Clarification Log (v3) REDACTED
- Appendix H – Commercial Clarification Log REDACTED
- Appendix I – Rate Cards REDACTED