



Department
for Transport

Bid Pack

Attachment 3 – Specification

Annex K – Exit Management

Department for Transport

Further competition under Lot 1c of Facilities Management & Workplace Services RM6232

1. Definitions

1.1 In this section of the Scope, the following words shall have the following meanings:

“Asset”	any item or equipment owned by the <i>Client</i> which is maintained by the <i>Service Provider</i> as part of the Service;
“Demobilisation Plan”	the plan produced and updated by the <i>Service Provider</i> during the Initial Period in accordance with paragraph 4 of this section of the Scope;
“End Date”	the earlier of: a) the last day of the Service Period (as may be extended by the <i>Client</i> in accordance with the contract); and b) if the contract is terminated before the date specified in (a) above, the date of termination of the contract;
“Exclusive Assets”	<i>Service Provider</i> Assets used exclusively by the <i>Service Provider</i> or their <i>Subcontractors</i> in the provision of the Service;
“Exit Information”	information relating to exit including but not limited to Asset data, Service data, contract data, statutory compliance data and certification and TUPE Information data
“Exit Manager”	the person appointed by each Party to manage their respective obligations under this section of the Scope;
“Net Book Value”	the current net book value of the relevant <i>Service Provider</i> Asset(s) calculated in accordance with the Price List (if stated) or (if not stated) the depreciation policy of the <i>Service Provider</i> (which the <i>Service Provider</i> shall ensure is in accordance with Good Industry Practice);
“Non-Exclusive Assets”	those <i>Service Provider</i> Assets used by the <i>Service Provider</i> or their <i>Subcontractors</i> in connection with the Service but which are also used by the <i>Service Provider</i> or their <i>Subcontractors</i> for other purposes and are not the property or paid for by the <i>Client</i> ;

"Registers"	the register and configuration database referred to in Paragraph 2.2 of this section of the Scope;
"Replacement Services"	any services which are substantially similar to any of the Services and which the <i>Client</i> receives in substitution for any of the Services following the End Date, whether those services are provided by the <i>Client</i> internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the <i>Service Provider</i> pursuant to the Demobilisation Plan, and other assistance required by the <i>Client</i> pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this section of the Scope;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the <i>Service Provider</i> is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this section of the Scope;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the <i>Client</i> ;
"Transferable Contracts"	subcontracts, licences for <i>Service Provider's</i> Software, licences for Third Party Software or other agreements which are necessary to enable the <i>Client</i> or any replacement service provider to provide the Service and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this section of the Scope;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this section of the Scope.

2. Service Provider must always be prepared for contract exit

- 2.1 The *Service Provider* shall within thirty (30) days from the Contract Date provide to the *Client* a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

- 2.2 During the Service Period, the *Service Provider* shall maintain all asset and contract information in line with contract requirements so that it is able to be transferred at any point in time during the contract.
- 2.3 The *Service Provider* shall:
- 2.3.1 ensure that all Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all subcontracts shall be assignable and / or capable of novation (at no cost or restriction to the *Client*) at the request of the *Client* to the *Client* (and/or its nominee) and/or any replacement service provider upon the *Service Provider* ceasing to provide the Service (or part of it) and if the *Service Provider* is unable to do so then the *Service Provider* shall promptly notify the *Client* and the *Client* may require the *Service Provider* to procure an alternative *Subcontractor* or provider of the Service.

3. Assisting re-competition for the Service

- 3.1 The *Service Provider* shall within thirty (30) days of request provide to the *Client* and / or its potential replacement service providers (subject to the potential replacement service providers entering into reasonable written confidentiality undertakings), Exit Information in the format that the *Client* requests for any reason including facilitating the preparation by the *Client* of any invitation to tender and/or to facilitate any potential replacement service providers undertaking due diligence.
- 3.2 The *Service Provider* acknowledges that the *Client* may disclose the *Service Provider's* Confidential Information (excluding the *Service Provider's* or its *Subcontractors'* prices or costs) to an actual or prospective replacement service provider to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The *Service Provider* shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the *Client* within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Service (and shall consult the *Client* in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for the

Service and not be disadvantaged in any procurement process compared to the *Service Provider*.

- 3.5 Where the exit is at the expiry of the Service Period then the *Service Provider* will follow the requirements of the Demobilisation Plan as shown in Section 4 of this section of the Scope.

4. Demobilisation Plan

- 4.1 The *Service Provider* prior to the end of the Service Period or within ten (10) calendar days of notice being given, which may be at the end of the Service Period (including any extensions) or following termination, follow the requirements of Annex A – Demobilisation Plan.

- 4.2 A Demobilisation Plan will be delivered within the following timescales as appropriate:

4.2.1 In outline format within twelve (12) weeks of the Contract Date;

4.2.2 In detailed format twenty (20) days of any notice of termination being provided; and / or

4.2.3 In detailed format four (4) weeks before the first date within the requirements of Annex A.

The *Service Provider* shall keep the Demobilisation Plan up to date throughout the Service Period. Failure to deliver or maintain an updated Demobilisation Plan in accordance with the Scope will constitute a Service Failure.

- 4.3 The Parties shall use reasonable endeavours to agree the contents of the Demobilisation Plan. If the Parties are unable to agree the contents of the Demobilisation Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with clause 90.

- 4.4 The Demobilisation Plan shall set out, as a minimum:

4.4.1 Demobilisation governance and how this will be delivered including:

- The demobilisation programme
- Details of the demobilisation team
- How meetings, reporting and communications will be managed and delivered

4.4.2 Asset information

- Asset validation so that data can be transferred to the replacement service provider

4.4.3 People and staffing information

- Staffing and transfer information (including TUPE)

- 4.4.4 Transferring equipment
 - Equipment transfer plan
 - 4.4.5 Information regarding delivery of the Service
 - Management of works in progress
 - Sub-contractor information provision
 - 4.4.6 Systems and helpdesk information
 - CAFM system information and data transfer
 - Transfer of telephone numbers, email addresses and other contact information
 - 4.5 The *Service Manager* will confirm acceptance or rejection of the Demobilisation Plan within ten (10) days of receipt and may reject the Demobilisation Plan for any reason but key reasons for rejecting including but are not limited to:
 - 4.5.1 The Demobilisation Plan does not allow the *Service Provider* to provide the Service; and / or
 - 4.5.2 It does not comply with the Scope.
- If the *Service Manager* does not accept the Demobilisation Plan, the *Service Provider* is required to submit a revised plan within five (5) days.

5. Termination Assistance

- 5.1 The *Client* shall be entitled to require the provision of Termination Assistance at any time during the Service Period by giving written notice to the *Service Provider* (a "**Termination Assistance Notice**") at least four (4) months prior to the End Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 The nature of the Termination Assistance required; and
 - 5.1.2 The start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the End Date.
- 5.2 The *Client* shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 No such extension shall extend the Termination Assistance Period beyond the date six (6) months after the End Date; and
 - 5.2.2 The *Client* shall notify the *Service Provider* of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

- 5.3 The *Client* shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the *Service Provider*.
- 5.4 In the event that Termination Assistance is required by the *Client* but at the relevant time the parties are still agreeing an update to the Demobilisation Plan pursuant to Paragraph 4, the *Service Provider* will provide the Termination Assistance in good faith and in accordance with the principles in this section of the Scope and the last *Client* approved version of the Demobilisation Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the *Service Provider* shall:
- 6.1.1 continue to provide the Service (as applicable) and otherwise perform its obligations under this contract and, if required by the *Client*, provide the Termination Assistance;
 - 6.1.2 provide to the *Client* and/or its replacement service provider any reasonable assistance and/or access requested by the *Client* and/or its replacement service provider including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Service to the *Client* and/or its replacement service provider;
 - 6.1.3 Use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the *Client*;
 - 6.1.4 Subject to Paragraph 6.3, provide the Service and the Termination Assistance at no detriment to the Key Performance Indicators or any other reports nor to any other of the *Service Provider's* obligations under this contract;
 - 6.1.5 At the *Client's* request and on reasonable notice, deliver up-to-date Registers to the *Client*; and
 - 6.1.6 Seek the *Client's* prior written consent to access any Affected Property from which the de-installation or removal of *Service Provider Assets* is required.
- 6.2 If it is not possible for the *Service Provider* to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the *Client*, any additional costs incurred by the *Service Provider* in providing such reasonable assistance shall be managed via instruction by the *Service Manager*. No additional resource shall be provided without the prior agreement of the *Client*.
- 6.3 If the *Service Provider* demonstrates to the *Client's* reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the *Service Provider's* ability to meet one or more particular

Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable amount due accordingly.

7. Obligations when the contract is terminated

7.1 The *Service Provider* shall comply with all of its obligations contained in the Demobilisation Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the *Service Provider's* performance of the Service and the Termination Assistance), the *Service Provider* shall:

7.2.1 Vacate any Affected Property;

7.2.2 Remove the *Service Provider* Equipment together with any other materials, which are not the property of the *Client*, used by the *Service Provider* to supply the Service and shall leave the Affected Properties in a clean, safe and tidy condition. The *Service Provider* is solely responsible for making good any damage to the Affected Properties or any objects contained thereon, other than fair wear and tear, which is caused by the *Service Provider*; and

7.2.3 Provide access during normal working hours to the *Client* and / or the replacement service provider for up to twelve (12) months after expiry or termination to:

a) such information relating to the Service as remains in the possession or control of the *Service Provider*; and

b) such members of the *Service Provider* Staff as have been involved in the design, development and provision of the Service and who are still employed by the *Service Provider*, provided that the *Client* and / or the replacement service provider shall pay the reasonable costs of the *Service Provider* actually incurred in responding to such requests for access.

7.3 Except where this contract provides otherwise, all licences, leases and authorisations granted by the *Client* to the *Service Provider* in relation to the Service shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this contract and during the Termination Assistance Period, the *Service Provider* shall not, without the *Client's* prior written consent:

8.1.1 Terminate, enter into or vary any subcontract or licence for any software in connection with the Service; or

8.1.2 (Subject to normal maintenance requirements) make material modifications to, or dispose of, any existing *Service Provider* Assets or acquire any new *Service Provider* Assets.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the *Service Provider*, the *Client* shall notify the *Service Provider* setting out:
- 8.2.1 Which, if any, of the Transferable Assets the *Client* requires to be transferred to the *Client* and / or the Replacement *Service Provider* ("Transferring Assets");
 - 8.2.2 Which, if any, of:
 - a) the Exclusive Assets that are not Transferable Assets; and
 - b) the Non-Exclusive Assets,the *Client* and / or the replacement service provider requires the continued use or retention of; and
 - 8.2.3 Which, if any, of Transferable Contracts the *Client* requires to be assigned or novated to the *Client* and/or the replacement service provider,
 - 8.2.4 In order for the *Client* and/or its replacement service provider to provide the Service from the expiry of the Termination Assistance Period. The *Service Provider* shall provide all reasonable assistance required by the *Client* and/or its replacement service provider to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Service and / or Replacement Services.
 - 8.2.5 The *Service Provider* shall ensure that all Transferring Assets are in safe working condition and be fully compliant with all statutory testing and other legal requirements before transfer.
 - 8.2.6 With effect from the expiry of the Termination Assistance Period, the *Service Provider* shall sell the Transferring Assets to the *Client* and / or the replacement service provider for their Net Book Value less any amount already paid for them through the Price for Service Provided to Date.
 - 8.2.7 Risk in the Transferring Assets shall pass to the *Client* or the replacement service provider (as appropriate) at the end of the Termination Assistance Period and title shall pass on the earlier of transfer of and payment for them.
 - 8.2.8 Where the *Client* and/or the replacement service provider requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the *Service Provider* shall as soon as reasonably practicable:
 - a) procure a non-exclusive, perpetual, royalty-free licence for the *Client* and/or the replacement service provider to use such assets (with a right of sub-licence or assignment on the same terms); or failing which:

- b) procure a suitable alternative to such assets, the *Client* or the replacement service provider to bear the reasonable proven costs of procuring the same.
- 8.3 The *Service Provider* shall, as soon as reasonably practicable, assign or procure the novation of the Transferring Contracts to the *Client* and/or the replacement service provider. The *Service Provider* shall execute such documents and provide such other assistance as the *Client* reasonably requires to affect this novation or assignment.
- 8.4 The *Client* shall:
- 8.4.1 accept assignments from the *Service Provider* or join with the *Service Provider* in procuring a novation of each Transferring Contract; and
 - 8.4.2 once a Transferring Contract is novated or assigned to the *Client* and / or the replacement service provider, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the replacement service provider does the same.
- 8.5 The *Service Provider* shall hold any Transferring Contracts on trust for the *Client* until the transfer of the relevant Transferring Contract to the *Client* and/or the replacement service provider has taken place.

9. No charges

- 9.1 Unless otherwise stated, the *Client* shall not be obliged to pay for costs incurred by the *Service Provider* in relation to its compliance with this section of the Scope.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the *Client* and / or the replacement service provider and the *Service Provider* as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the *Client* or replacement service provider (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the *Service Provider* shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex A - Demobilisation Plan

Overview

The Demobilisation Plan sets out the requirements that the *Service Provider* has to carry out at the end of the Service Period to enable a smooth and mutually beneficial transfer to the replacement service provider.

The *Service Provider* will provide all reasonable assistance to the *Client* to facilitate the orderly transfer of the Services back to the *Client* or any replacement service provider chosen by the *Client* to take over the provision of all or part of the Services, in accordance with the contract.

Where the Services are reprocured the *Service Provider* will support the *Client* in providing all current and accurate information and data reasonably required to support a fair and accurate procurement process. For the avoidance of doubt this will include, but not be limited to, staff information, asset registers, conditions surveys, maintenance records, performance reports, volumetric data etc. as per the information requested below

The intention is that the process is carried out in a professional manner that works in a positive manner for all parties and treats all individuals involved with respect whilst maintaining required service delivery standards throughout the demobilisation (and mobilisation) process

Definitions

For the purposes of this document the following definitions are key:

- **Replacement Service Provider** The service provider who has been awarded the contract to replace the *Service Provider* for a new contract term

For reference, this may be one or more service providers but will be referred to as the Replacement Service Provider for clarity. If more than one service provider is appointed the *Service Provider* must work with them all for an orderly transfer

Aims and Objectives

The aims and objectives of the demobilisation process are summarised as follows:

- Ensure there has been no diminution of the services up to and including the final day of the Service Period
- Ensure that all work was transferred back to the *Client* or the Replacement Service Provider as smoothly and efficiently as possible
- Outstanding work has been drawn to a close at an appropriate stage as agreed with the *Client*
- All data and information relating to the Services have been handed over to the *Client* in a suitable format
- All information held on the *Service Provider's* systems (electronic or other) collated throughout the Service Period relative to this contract has been handed over. The *Client* will have taken due regard that any intellectual property shall remain under the ownership of the *Service Provider*
- Any equipment owned by the *Client* and used or managed by the *Service Provider* has been returned in a suitable and usable condition
- Ownership of all equipment where its amortized cost has been paid for over the Service Period has been passed to the *Client* or their nominated recipient with all equipment will be in a suitable and useable condition
- Ownership of all consumables and spares, which have been paid for by the *Client* through the Service Period has been passed to the *Client* or their nominated recipient with all consumables or spares in a suitable and useable condition
- To ensure that all necessary roles are in place and staffed with suitable personnel to allow the replacement contract to commence with the required service quality at contract commencement

Key deliverables

The requirement for the demobilisation team will include, but not be limited to:

- A detailed organisation chart showing all team members, their roles and reporting lines (including how they will interface with individual agencies within the *Client* organisation)
- Outline CVs for demobilisation team members showing relevant experience and knowledge

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Attachment 3 – Specification Annex K – Exit Management**

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- A schedule of availability for staff showing the time they will be dedicated to the Project
- Contingency plans for any staff absence or contingency planning needs
- The production and management of a RACI document showing key personnel and roles including expectations from the *Client*

Key milestones

Milestone Ref	Milestone	Due Date
D1.2.1	Production of draft organisation chart	15 months before contract end
D1.2.2	Provision of outline CVs for demobilisation team members	15 months before contract end
D1.2.3	Agreement of draft demobilisation team organisation chart and staff suitability with <i>Client</i>	12 months before contract end
D1.2.4	Update and review of the organisation chart throughout the demobilisation period not less than weekly	Throughout the demobilisation period
D1.2.5	Staff absence and contingency planning methodology	15 months before contract end
D1.2.6	Development of draft demobilisation RACI	15 months before contract end
D1.2.7	Agreement of draft demobilisation RACI with <i>Client</i>	12 months before contract end
D1.2.8	Update and review of the demobilisation RACI throughout the demobilisation period	12 months before contract end

D1.3 Meetings, Reporting and Communications

Overview and purpose

The *Service Provider* will positively engage with the *Client* throughout the demobilisation period to ensure that the *Client* is up to date with progress through the demobilisation period

Key deliverables

The key deliverables will include, but not be limited to:

- The development of a schedule of demobilisation meetings including but not limited to:
 - Demobilisation team meetings (not less than weekly)
 - Senior management demobilisation meetings
 - Regular workstream meetings
- The arrangement of all meetings for all authorities within the *Client* both individually and collectively, including schedules and agenda development
- The design, production and delivery of reports to show progress and highlight demobilisation progress and issues (not less than weekly)
- Production of ad-hoc reports during demobilisation as required maximum 2 per month

Key milestones

Milestone Ref	Milestone	Due Date
D1.3.1	Production of draft demobilisation meeting schedule	15 months before contract end
D1.3.2	Agreement of demobilisation meeting schedule with <i>Client</i>	12 months before contract end

Milestone Ref	Milestone	Due Date
D1.3.3	Arrangement and management of meetings at agreed frequencies throughout the demobilisation period	End of demobilisation period
D1.3.4	Development of mobilisation report template, format and frequencies	15 months before contract end
D1.3.5	Agreement of demobilisation report template and format with the <i>Client</i>	12 months before contract end
D1.3.6	Production and delivery of reports at agreed frequencies throughout the mobilisation period	End of demobilisation period
D1.3.7	Production of draft mobilisation communication plan for internal (within DfT) and external stakeholders (outside DfT)	15 months before contract end
D1.3.8	Agreement of communication plan with <i>Client</i>	12 months before contract end
D1.3.9	Delivery of agreed communication plan throughout the demobilisation period	End of demobilisation period

D2 Asset Information

D2.1 Asset Information

Overview and purpose

During the demobilisation phase the *Service Provider* will be responsible for the provision of accurate and current asset lists so that they contain accurate information regarding the assets within the estate

Key deliverables

The asset information provided will include, but not be limited to:

- A detailed schedule of assets at **all** sites within the estate
- Details of asset tagging including QR codes which can be used beyond the life of the contract

All information is to be provided in a format agreed with the *Client*

Key milestones

Milestone Ref	Milestone	Due Date
D2.1.1	Production of draft asset information provision plan	15 months before contract end
D2.1.2	Agreement of information format with the <i>Client</i> (to be .csv file unless otherwise agreed)	15 months before contract end
D2.1.3	Provision of data downloads (to both the <i>Client</i> and the Replacement Service Provider at the <i>Client's</i> direction)	12 months before contract end with monthly updates
D2.1.4	Provision of the current forward maintenance plan with monthly updates to maintain accuracy	12 months before contract end with monthly updates
D2.1.5	Provision of the current capital replacement plan with monthly updates to maintain accuracy	12 months before contract end with monthly updates
D2.1.6	Provision of a draft spares and parts supply plan with monthly updates to maintain accuracy	12 months before contract end with monthly updates

D3 People and Staffing

D3.1 Staffing and Organisation Information

Overview and purpose

The *Service Provider* will provide detailed information above and beyond the requirements of TUPE to ensure that staff have the best possible experience during the transfer with stress and uncertainty pro-actively minimised

Key deliverables

The employment information will include, but not be limited to:

- Details of staffing information and organisation design
- Details of reasonable adjustments that have been made to facilitate the employment and success of people with disabilities
- Details of staff training and qualification / certification records
- Staff development plans
- A schedule of staff likely to be eligible for transfer under TUPE
- All information required under TUPE legislation (The Transfer of Undertakings (Protection of Employment) Regulations 2006 UK Statutory Instruments 2006 or any superseding legislation)
- Details of how staff will be communicated to

Key milestones

Milestone Ref	Milestone	Due Date
D3.1.1	Provision of staffing information and organisation design	12 months before contract end with monthly updates
D3.1.2	Provision of details of reasonable adjustments that have been made	12 months before contract end with monthly updates
D3.1.3	Provision of details of staff training and qualification / certification records for staff planning to transfer	12 months before contract end with monthly updates
D3.1.4	Provision of details of staff development plans for staff planning to transfer	12 months before contract end with monthly updates
D3.1.5	Provision of TUPE information	12 months before contract end with monthly updates
D3.1.6	Provision of regular updates on TUPE progress throughout the demobilisation process (including TUPE Cost estimates) not less than weekly	End of demobilisation period
D3.1.7	Development of draft <i>Service Provider</i> employee communication plan	15 months before contract end
D3.1.8	Agreement of <i>Service Provider</i> employee communication plan with <i>Client</i>	12 months before contract end
D3.1.9	Delivery of agreed <i>Service Provider</i> communication plan throughout the demobilisation period	End of demobilisation period

D4 Transferring Equipment

M4.1 Equipment Transfer Plan

Overview and purpose

Where equipment has been provided by the *Client* for the delivery of the Service and is to be provided to the Replacement Service Provider all items provided must be compliant with all relevant legislation in terms of both provision and use

Any equipment transfers between the *Service Provider* and the Replacement Service Provider of assets and equipment owned by the *Service Provider* are to be private matters outside the scope of this contract and managed by the different service providers without the involvement of the *Client*

Key deliverables

The plans will include, but not be limited to:

- Details of what resources will be provided and when
- Contingencies for what happens as a result of late delivery of any item or it is not in adequate working order as defined by the *Client* taking into account normal wear and tear

Key milestones

Milestone Ref	Milestone	Due Date
D4.1.1	Production of draft equipment delivery plan	15 months before contract end

Milestone Ref	Milestone	Due Date
D4.1.2	Production of final equipment delivery plan (following engagement with the <i>Client</i> as required by the <i>Service Provider</i>)	12 months before contract end with monthly updates
D4.1.3	Delivery of items within the equipment resourcing plan in preparation for commencement of the new contract (except where a specific exemption is agreed with the <i>Client</i>)	End of demobilisation period
D4.1.4	Provision of regular updates on equipment delivery throughout the mobilisation process not less than weekly	End of demobilisation period

D5 Service Delivery

D5.1 Services in Progress

Overview and purpose

This section includes planned Service, reactive Services and Service Orders and Project Orders

Although the *Service Provider* will be expected to have completed as much of the Service as possible and complied with their contractual obligations prior to the End Date, it is acknowledged that there will be some Service that will not be completed before the End Date. It is essential that the *Service Provider* provides details of these Services so that the Replacement Service Provider will be able to deliver them in a way that maximises customer service and quality whilst minimising service gaps.

The *Service Provider* should note that they remain liable for defects on any works carried out by themselves.

Key deliverables

The plans will include, but not be limited to:

- An approach to completing Services
- An approach to handing over planned but not started Services
- Details of Services with outstanding elements
- Details of any outstanding defects

Key milestones

Milestone Ref	Milestone	Due Date
D5.1.1	Production of draft works completion plan / approach	15 months before contract end
D5.1.2	Agreement of works completion plan with <i>Client</i>	12 months before contract end with monthly updates
D5.1.3	Details of Services in progress at handover including but not limited to Services with outstanding elements, Services which are planned but not started (this includes planned Service, reactive Service and Service Orders and Project Orders)	3 months before contract end with weekly updates until 2 weeks before contract end then daily updates
D5.1.4	Production of draft defect management plan / approach	15 months before contract end
D5.1.5	Agreement of defect management plan with <i>Client</i>	12 months before contract end with monthly updates
D5.1.6	Management and close out of all defects	End of demobilisation period

D5.2 Subcontractors

Overview and purpose

Although the *Subcontractors* will be solely contracted to the *Service Provider* with no contractual link to the *Client* it is acknowledged that many will be of good quality and may wish to have an opportunity to continue to provide services to the *Client* especially SMEs. As such it is proposed to provide information and contact details for existing *Subcontractors* to the Replacement Service Provider on the basis that there is no guarantee of any future contact or business.

Key deliverables

The plans will include, but not be limited to:

- A schedule of all *Subcontractors* who are being used

Key milestones

Milestone Ref	Milestone	Due Date
D5.2.1	Production of schedule of current <i>Subcontractors</i> with the following contact details: <ul style="list-style-type: none"> • Key contact name • Email address • Telephone number • Postal address • Details of services provided 	12 months before contract end

6 Systems and Helpdesk

D6.1 CAFM System

Overview and purpose

The Replacement Service Provider will be responsible for the development of their own CAFM system but they will be expected to populate it with data from the *Service Provider's* existing CAFM system.

For the avoidance of doubt, it is acknowledged that the *Service Provider's* CAFM system is the sole responsibility of the *Service Provider* and **all** data is the property of the *Client* and therefore under its control.

Key deliverables

The plans will include, but not be limited to:

- Provision of information (as per *Client* data backups) to the Replacement Service Providers well as the *Client*
- Confirmation of the removal of all *Client* data upon the completion of the demobilisation period as requested by the *Client*
- Proposals to allow for the transfer of the helpdesk telephone number, email addresses, social media contact details and any other contact / communication tools to the Replacement Service Provider upon request from the *Client*
- Confirmation that transferring staff will be given paid time to attend training for the Replacement Service Provider's helpdesk where reasonably required and with reasonable notice of not less than two (2) weeks

TRAS3093 Department for Transport Third Generation Total Facilities Management

Attachment 3 – Specification Annex K – Exit Management

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Key milestones

Milestone Ref	Milestone	Due Date
D6.1.1	Direct delivery of data backups to the Replacement Service Provider as well as the <i>Client</i>	12 months before contract end with monthly updates
D6.1.2	Confirmation that all information has been deleted where requested by the <i>Client</i>	End of demobilisation period
D6.1.3	Plan for the transfer of the helpdesk telephone number, email addresses, social media contact details and any other contact / communication tools to the Replacement Service Provider upon request from the <i>Client</i>	12 months before contract end
D6.1.4	Transfer of the helpdesk telephone number, email addresses, social media contact details and any other contact / communication tools to the Replacement Service Provider	End of the contract (time to be agreed with the <i>Client</i>)
D6.1.5	Provision of paid time to transferring staff to attend training for the Replacement Service Provider’s helpdesk where reasonably required and with reasonable notice of not less than 2 weeks	Not before 6 months before contract end or after 2 weeks before contract end