

**Bid Pack**

Attachment 4 – Order Form and Call-Off Schedules

Further Competition under Lot 1a of Facilities Management Marketplace RM3830

**Order FORM Template AND CALL-OFF SCHEDULES**

**Part A - Order Form Template**

**Contract Number:** **RWM200**

**From the ("Buyer "): Radioactive Waste Management Limited**

**To the ("SUPPLIER")**

**Name: Rolfe Contracting Limited**

**Registered Address: Watling House, St. Albans, AL3 7RG**

**Registered Number: 03370704**

**DUNS Number: 520036930**

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.

**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):**Lot1a

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

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1a | **Checkmark** | ISO 9001 |
| 1a | Checkmark | ISO 9001 (Cyber Essentials Basic) |

Please note: the appointed Supplier will be required to obtain Cyber Essentials Plus by the **START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES 1st April 2020**

**CALL-OFF INCORPORATED TERMS:**

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

1. This Order Form including the Call-Off Special Terms (Call-Off Schedule 24 (Special Terms).
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules (each taking equal precedence):

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

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 B (Staff Transfer At Start Date – Transfer From Former Supplier)

Call-Off Schedule 2: Part D (Pensions)

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 6 (TUPE Surcharge)

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 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 23 Redundancy Surcharge

The CCS Core Terms (v3.0.2)

1. 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.

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.

**SCHEDULES NOT USED IN THIS ORDER FORM:**

Joint Schedule 8 (Guarantee)

Joint Schedule 9

Joint Schedule 12: Supply Chain Visibility

Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)

Call-Off Schedule 11: Processing (Data)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 18: (Concession Agreement)

Call-Off Schedule 19: (Collateral Warranty Agreements)

Call-Off Schedule 20: (Clustering)

Call-Off Schedule 21: (Performance Bond)

**CALL-OFF SPECIAL TERMS:**

The Special Terms contained in Call-Off Schedule 24 (Special Terms) shall be incorporated into this Call-Off Contract.

**EFFECTIVE DATE (being the date on which the Contract Period commences): 2nd December 2019**

**DATE THE CONTRACT PERIOD / TERM COMMENCES: 2nd December 2019**

**MOBILISATION PERIOD: 4 months**

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 1st April 2020**

**DATE CALL-OFF INITIAL PERIOD ENDS:** **31st March 2025**

**CALL-OFF INITIAL PERIOD: 66 months**

**CALL-OFF OPTIONAL EXTENSION PERIOD 1:** **maximum of 36 months**

**CALL-OFF OPTIONAL EXTENSION PERIOD 2: maximum of 18 months**

In the event that the Supplier does not agree to the extension of the Call-Off Contract in accordance with Clause 10.2 of the Core Terms (for either Call-Off Optional Extension Period 1 or Call-Off Optional Extension Period 2), the Supplier shall notify the Buyer:

i. in respect of Call-Off Optional Extension Period 1, at least two years before the expiry of the Call-Off Initial Period; and

ii. in respect of Call-Off Optional Extension Period 2, at least two years before the expiry of Call-Off Optional Extension Period 1.

Where the Supplier has notified the Buyer in accordance with the above, the Buyer shall not be entitled to extend the term of the Call Off Contract in accordance with Clause 10.2 of the Core Terms.

**TOTAL MAXIMUM CONTRACT PERIOD:** 120 months

**CALL-OFF DELIVERABLES:**

Please refer to the Specification and all associated Annexes for the Deliverables of this Contract.

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The Supplier should acknowledge that the volume of certain Deliverables may be subject to adjustment during the Contract Period. As defined in Attachment 3 Specification Section 9 ‘Important supplementary information for Suppliers’ and in Annex 4, Special Terms in relation to Fixed Price Matrix, Call Off Schedule 24 Special Terms.

Any such adjustments shall be recorded in accordance with the Variation Procedure at Clause 24 of the Core Terms V 3.0.2 of the Framework Contract and any impact on the Charges shall be calculated in accordance with the provisions set out within the Call-Off Incorporated Terms. Specifically Call of Schedule 5 – Call-Off Pricing - Part A – Clause 6.

**DRAWN DOWN DELIVERABLES:**

Not applicable

**WHEN THE SUPPLIER CAN END THE CONTRACT:**

The Suppliers ability to terminate a Call-Off Contract set out in Clause 10.6.1 of the Core Terms shall not apply to this Call-Off Contract.

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value or £1,000,000, whichever is the lower, within 30 days of the date of the Reminder Notice.

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed cost and shall be calculated by reference to the fixed cost pricing matrix (Attachment 5 – Fixed Pricing Model) 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) indexation;

(ii) Specific Change in Law;

(iii) benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking).

(iv) Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms).

**MAXIMUM LIABILITY:**

Not applicable

**LIMITATION OF LIABILITY:**

The limitation of the Buyer's liability set out in clause 11.2 of the Core Terms shall not apply to this Call-Off Contract.

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 instead be limited to 150% of the Estimated Yearly Charges for each twelve (12) Month period following the Effective Date.

The Supplier's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) during the Mobilisation Period shall be limited to 50% of the Estimated Year One Contract Charges.

Following the Mobilisation Period, the Supplier's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) shall be limited in accordance with clause 11.2 of the Core Terms.

If and to the extent that any liability incurred by the Supplier is intended to be recoverable under the Required Insurances, such liability shall not be included in and/or count towards the limitation on the Supplier's liability set out above and in clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES:**

The Estimated Year One Contract Charges shall be £274,380.66.

**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 year anniversary of the START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES and shall be applied on every anniversary of 1st April 2021.

Indexation shall be applied to the Baseline Monthly Payment.

Indexation shall apply from the first year anniversary of the START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES.

**PASS THROUGH COSTS:**

Not Applicable

**MORE FAVOURABLE COMMERCIAL TERMS:**

More favourable commercial terms (as set out in clause 4.8 of Core Terms) shall apply only in respect of Pass through Costs for this Call-Off Contract.

**VARIATION 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 | £101 - £5000 |
| For 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 from the Buyer is: <£100. Suppliers must provide invoices that clearly identify individual jobs showing both Parts Costs and Labour costs.

**REACTIVE MAINTENANCE WORKS:**

The value of Reactive Maintenance Works not requiring approval from the Buyer is: <£100 Any Reactive Maintenance Works over the value of £100 will be subject to the Billable Works process.

**INCLUSIVE REPAIR THRESHOLD:**

Not Applicable

**BUSINESS CRITICAL EVENTS:**

Business Critical Events are events which would cease or severely impair the Buyer's operations unless completed. Safety Critical Events are events which pose a high level of risk to individuals Health & Safety. Business Critical Events shall include:

Flooding, fire, building damage, security breach and power outages.

Disaster Period: 1 hour unless otherwise agreed with the Buyer.

**METHOD OF PAYMENT:**

[REDACTED]

**BUYER INVOICING ADDRESS:**

[[REDACTED]](mailto:RWMinvoices@nda.gov.uk)

**BUYER AUTHORISED REPRESENTATIVE:**

Facilities Management Service Delivery Manager

Radioactive Waste Management Limited

[REDACTED]

**BUYER NOTICES:**

Head of Legal

Radioactive Waste Management Limited

[REDACTED]

**BUYER SECURITY POLICY:**

Appended at Call Off Deliverables Attachment 3 Specification - Annex F Health, Safety, Security, Environment and Quality Policy

**PROGRESS REPORT FREQUENCY:**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

Quarterly on the first Working Day of each quarter otherwise agreed between the Buyer and Supplier

**KEY ROLES/STAFF:**

* **Account Director - assumes full responsibility for the delivery of the FM Service**
* [REDACTED]
* **Operations Manager – works for the Account Director and takes responsibility for delivering the service quality and addresses business problems**
* [REDACTED]
* **Financial Manager – responsible for financial reporting**
* [REDACTED]
* **Safety Manager – responsible for the health, safety and welfare of the contractors employees**
* [REDACTED]
* **Service Delivery Manager – responsible for delivering the service with appropriate governance alignment**
* [REDACTED]

**KEY SUBCONTRACTORS:**

|  |  |
| --- | --- |
| **Sub-Contractors** | **Services** |
| Registered company name: Amalgamated Ltd  Registration Number: 00978651  Systems House  Dawson Street  Swinton  Manchester  M27 4FJ | Fire & Security |
| Registered Company Name: Arc Elevators Limited  Registration Number: 7036592  Bankfield Mill,  Greenfield Rd.  Colne, Lancs  BB8 7PD | Lift Maintenance |
| Registered Company Name: Ash Technical Catering Limited  Registration Number: 6497314  Unit 4 The Grove  Industrial Estate S  wanley  Kent BR8 8AJ | Commercial Catering Equipment Maintenance |
| Registered Company Name: Pop Box Workspace Limited  Registration Number: 10304380  UNIT 1-2 WESTERN ROAD  TRING  HP23 4BB | Move Management |
| Registered Company Name: Overclean Ltd  Registration Number: 1792622  2 Flightway,  Dunkeswell,  Honiton, Devon,  EX14 4RD | Ductwork Cleaning |
| Registered Company Name: Power Testing Limited  Registration Number: 956853  33 Hanbury Road,  Widford Industrial Estate,  Chelmsford, Essex,  CM1 3AE | Generators / HV testing |

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
| 1  2  3  4  5  6  7 | 02.12.19  02.12.19  02.12.19  02.12.19  02.12.19  02.12.19  02.12.19 | Attachment 5. Price Matrix  AQB1 Management Structure  AQB2 Mobilisation & Transition  AQB3 Waste Management  AQB4 Facilities Management Delivery  AQB5 Supply Chain Management  AQB6 Opportunities for Improvement & Innovation | 36 months  36 months  36 months  36 months  36 months  36 months  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%:**

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: 3%

**RISK REGISTER:**



**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% throughout the Contract Period.

**RELEVANT CONVICTIONS:**

Not Applicable

**CONCESSION:**

Not Applicable

**COLLATERAL WARRANTIES**:

Not Applicable

**PERFORMANCE BOND:**

Not Applicable

**CALL-OFF GUARANTEE:**

Not Applicable

**MANAGEMENT STRUCTURE:**

The Supplier shall comply with the following management structure documentation

[REDACTED]

**MOBILISATION AND TRANSITION:**

The Supplier shall comply with the following mobilisation documentation:

[REDACTED]

**WASTE MANAGEMENT:**

The Supplier shall comply with the following waste management plan (in addition to any instructions issued by the Buyer with regards to documentation of waste leaving the Site and traceability of processing of waste):

[REDACTED]

**FACILITIES MANAGEMENT DELIVERY:**

The Supplier shall comply with the following facilities management delivery documentation:

[REDACTED]

**SUPPLY CHAIN MANAGMENT:**

The Supplier shall comply with the following supply chain management documentation:

[REDACTED]

**OPPORTUNITIES FOR IMPROVEMENT AND INNOVATION:**

The Supplier shall comply with the following opportunities for improvement and innovation documentation:

[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.

**EXECUTED AS A DEED:** by the parties on the date which first appears in this deed.

[REDACTED]

**PART B Call Off Schedules**

**Core Terms**



**Joint Schedule 1 (Definitions)**



**Joint Schedule 2 (Variations)**



**Joint Schedule 3 (Insurance Requirements)**



**Joint Schedule 4 (Commercially Sensitive Information)**



**Joint Schedule 5 (Corporate Social Responsibility)**



**Joint Schedule 6 (Key Subcontractor)**



**Joint Schedule 7 (Financial Distress)**



**Joint Schedule 10 (Rectification Plan)**



**Joint Schedule 11 (Processing Data)**



**Call-Off Schedule 1 (Transparency Reports)**



**Call-Off Schedule 2 (Staff Transfer)**



**Call-Off Schedule 3 (Continuous Improvement)**



**Call-Off Schedule 4 (Facilities Management)**



**Call-Off Schedule 4a (Billable Works and Projects)**



**Call-Off Schedule 5 (Call-Off Pricing)**



**Call-Off Schedule 6 (TUPE Surcharge)**



**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)**



**Call-Off Schedule 13 (Mobilisation Plan and Testing)**



**Call-Off Schedule 14 (Key Performance Indicators)**



**Call-Off Schedule 15 (Contract Management)**



**Call-Off Schedule 16 (Benchmarking)**



**Call-Off Schedule 22 (Call Off Tender)**

[REDACTED]

**Call-Off Schedule 23 (Redundancy Surcharge)**



**Call-Off Schedule 24 (Special Terms)**



**Annex 1 Supply Chain Information Report Template**



**Annex 1a Reporting Calendar**

**Annex 2 Security Aspects Letter**

[REDACTED]

**Annex 3 SCP 01 Security Vetting Clearance**

Appended at Call-Off Deliverables Attachment 3 Specification Annex E