



Crown
Commercial
Service



Department
of Health &
Social Care

OFFICIAL SENSITIVE

DEPARTMENT OF HEALTH AND SOCIAL CARE

AND

G4S SECURE SOLUTIONS (UK) LIMITED

WORKPLACE SERVICES CONTRACT

(FM MARKETPLACE PHASE 2)

REF: RM6089

LOT 1A

ORDER FORM
Part A - Order Form Template

Contract Number: CCZI21A06

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

To the ("SUPPLIER")

Name: G4S SECURE SOLUTIONS (UK) LIMITED

Registered Address: REDACTED

Registered Number: REDACTED

DUNS Number: REDACTED

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM6089 and dated 25 January 2019 for the provision of facilities management services.

BENEFICIARIES:

N/A

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot (please select)

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a		ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security Inspectorate BSIA – British Security Industry Association SIA - Security Industry Authority. IPSA - International Professional Security Association SSAIB - Security Systems and Alarm Inspection Board

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		CCAS – Chamber Certification Assessment Services ISOQAR – Alcumus
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CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Call Off Schedule 29 (Special Terms)

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 9 (Security)

Call Off Schedule 4 (Facilities Management)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) **NOT**

USED Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

NOT USED

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date) **NOT USED**

Call-Off Schedule 2: Part D (Pensions) **NOT USED**

Call-Off Schedule 2: Part E (Staff Transfer on Exit)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 5 (Call-Off Pricing)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 3 (Continuous Improvement)

Joint Schedule 3 (Insurance Requirements)

Call-Off Schedule 1 (Transparency Reports)

Joint Schedule 12 (Supply Chain Visibility)

Joint Schedule 7 (Financial Distress)

Call Off Schedule 25 (Background Checks)

Call-Off Schedule 7 (Key Staff)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 9 (Minimum Standards of Reliability)

Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)

3. The Core Terms (v3.0.4)

4. Joint Schedule 5 (Corporate Social Responsibility).

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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 CONTRACT:

Call-Off Schedule 6B TUPE Transferring Buyer Employees-Contract Price Adjustment (Lot 2A, 2B and 3 only)

Call-Off Schedule 6A (TUPE Surcharge) Optional for Lot 1B

Joint Schedule 8 (Guarantee)

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 16 (Benchmarking)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 21 (Performance Bond)

Call-Off Schedule 22 (Call-Off Tender)

Call-Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 26 (Scottish Law)

Call-Off Schedule 27 (Northern Ireland Law)

Call-Off Schedule 28 (Call Off Specification)

CALL-OFF SPECIAL TERMS:

The Special Terms contained within Call Off Schedule 29 (Special Terms) shall be incorporated into this Call-Off Contract:

EFFECTIVE DATE: 10 February 2021

DATE THE CONTRACT PERIOD COMMENCES: 10 February 2021

MOBILISATION PERIOD: 10 February 2021 – 14 February 2021

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 15 February 2021

DATE CALL-OFF INITIAL PERIOD ENDS): 30 June 2021

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 1 July 2021 – 31 July 2021

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 1 August 2021 – 31 August 2021

CALL-OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates): 1 September 2021 – 30 September 2021

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CALL-OFF OPTIONAL EXTENSION PERIOD 4 (start and end dates): 1 October 2021 – 31 October 2021

TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 15 February 2021 to 31 October 2021

CALL-OFF DELIVERABLES:

The following Deliverables to be provided under this Call-Off Contract are contained within the zip folder Attachment 1 (below) which contains the following documents;

REDACTED

Specification

REDACTED

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, 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

Gloucestershire, Wiltshire and Bristol/Bath area

East Anglia

Bedfordshire and Hertfordshire

Essex

Berkshire, Buckinghamshire and Oxfordshire

Surrey, East and West Sussex

Hampshire and Isle of Wight

Kent

- Region 2 North West England

Cumbria

Greater Manchester

Lancashire

Cheshire

Merseyside

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- Region 5 Northern Ireland*

Belfast

Outer Belfast (Carrickfergus, Castlereagh, Lisburn, Newtownabbey, North Down)

East of Northern Ireland

(Antrim, Ards, Ballymena, Banbridge, Craigavon, Down, Larne)

North of Northern Ireland

(Ballymoney, Coleraine, Derry, Limavady, Moyle, Strabane)

West and South of Northern Ireland

(Armagh, Cookstown, Dungannon, Fermanagh, Magherafelt, Newry and Mourne, Omagh)

- Region 6 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

- Region 7 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

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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);

- 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 COVID-19 Border Quarantine Security & Support Services;
- The Buyer will provide at least the following amount of notice in order to require the mobilisation of any geographical region: 48 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 Quarantine Hotel: 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 Workplace Services Framework Agreement (RM6089) to support the fight against the current 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.

CALL-OFF CHARGES:

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed priced and shall be calculated by reference to the relevant awarded lots for the fixed price Pricing Matrix 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;

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(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 sum equivalent to the total Charges paid or payable by the Buyer to the Supplier during the Contract Period

ADDITIONAL INSURANCES

Not applicable

INDEXATION

Not applicable

PASS THROUGH COSTS

The Supplier shall be entitled to recover the following types of Pass Through Costs in accordance with Call-Off Schedule 5 (Call-Off Prices):

- 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.

TUPE OPTION

Not Applicable

VARIATION THRESHOLD

Not Applicable

TARGET COST

Not Applicable

INCLUSIVE REPAIR THRESHOLD

Not Applicable

BILLABLE WORKS

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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

Business Critical Events are as follows:

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

BILLABLE WORKS NOT REQUIRING APPROVAL

The value of Billable Works not requiring approval is: **REDACTED**

METHOD OF PAYMENT

REDACTED TEXT

[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:

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

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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

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 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 situation 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

FINANCIAL REPORTS

Weekly

PROGRESS REPORT FREQUENCY:

Weekly

PROGRESS MEETING FREQUENCY:

Weekly

KEY ROLES/STAFF:

REDACTED

REDACTED

KEY SUBCONTRACTORS:

The Key Subcontractors were detailed in response to question AQB1 and submitted within Attachment 6 of the Bid Pack and listed below.

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E-AUCTIONS:

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION:

Not Applicable

SERVICE PERIOD:

Not Applicable

KPI CREDITS, AT RISK % AND EARN BACK%:

Not Applicable

RISK REGISTER:

[To be 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:

[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%.

RELEVANT CONVICTIONS:

For the purposes of this Call-Off Contract the following shall be deemed Relevant Convictions in accordance with Clause 3 of Call-Off Schedule 25 (Background Checks):

As detailed within Annex 1 of Call-Off Schedule 25 (Background Checks)

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.

COUNTERPARTS

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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.

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SIGNATURE AS A CONTRACT

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:	10th February 2021	Date:	10th February 2021

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Part B

Call-Off Schedules

Core Terms (based on V3.0.2)

REDACTED

Joint Schedules

Please see Joint Schedules zip folder.

REDACTED

Call Off Schedules

Please see Call Off Schedules zip folder.

REDACTED

Clarification Log

Please see the final clarification log including all responses.

REDACTED

Price Matrix correspondence

Please see Price Matrix correspondence folder.

REDACTED

Appendix 1 – Request for COVID-19 Border Quarantine Security and Support Services

REDACTED INFORMATION