



**Defence
Infrastructure
Organisation**

RENTED LIVING ACCOMODATION PROJECT

BOOKLET 3 – SERVICE INFORMATION

Module A - Management Services

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Rented Living Accommodation Project – Booklet 3 – Service Information

Module A – Management Services

Document Control

This is one of six Booklets as listed below that together comprise the RLAP contract.

DOCUMENT No.	TITLE
Booklet 1 of 6	Form of Agreement
Booklet 2 of 6	Conditions of Contract (including Contract Data)
Booklet 3 of 6	Service Information
Booklet 4 of 6	Authority Supplied Information
Booklet 5 of 6	Price Information
Booklet 6 of 6	Accepted Plan

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MODULE A LEAFLETS (AL):

- AL 01 Booklet 3 Module Diagram
- AL 02 Assurance Document
- AL 03 Information Systems (IS) Requirement
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- AL 06 Key Documentation
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- AL 08 Sustainability Appraisal Template

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1 Introduction

- 1.1 The Contractor shall provide Substitute Accommodation (both Substitute Service Single Accommodation (SSSA) and Substitute Service Family Accommodation (SSFA) when so instructed by the Authority.
- 1.2 Substitute Accommodation shall be provided in accordance with the Contract and Joint Service Publication (JSP) 464 Tri-Service Accommodation Regulations.
- 1.3 Any dispensations or relaxations in respect of the regulations described by this Contract or the JSPs shall come into effect only if sanctioned by DIO Commercial. The Contractor shall not be entitled to claim any additional costs in the event that the Authority does not approve any dispensation or relaxation.
- 1.4 In the event that the Contractor fails to provide Substitute Accommodation in accordance with the Contract, then it shall provide other, appropriate, temporary accommodation, as per Booklet 2, Conditions of Contract, Clause 15 Temporary Accommodation.
- 1.5 The Authority provides no guarantee as to the volume of Substitute Accommodation procured under the Contract and the Contractor shall have no claim against the Authority in respect of the volume of Substitute Accommodation requested during the Contract Period by the Authority or requested during any particular period within the Contract Period as defined at Booklet 2 Conditions of Contract, Clause 5.

2 Modular Approach

- 2.1 Booklet 3, Service Information, which defines the project requirements consists of a series of Modules as follows:
 - 2.1.1 Module A - Management Services;
 - 2.1.2 Module B - Helpline;
 - 2.1.3 Module C - Statutory and Mandatory;
 - 2.1.4 Module D – Maintenance Services;
 - 2.1.5 Module E - Housing Services.
- 2.2 Leaflet AL 01 contains a diagram illustrating how the project requirements are broken out into the above Modules.

3 Scope of Services

- 3.1 The provision of Substitute Service Family Accommodation (SSFA) and Substitute Service Single Accommodation (SSSA) for the Defence community to support the development of operational capability.
- 3.2 The Contractor shall source properties in line with JSP 464 and the requirements of this Contract.
- 3.3 The Contractor shall arrange and enter into leases or such other arrangements as required in order to provide Substitute Accommodation in accordance with the Contract.

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- 3.4 The Contractor shall source and undertake a Move In of Applicants into suitable properties in accordance with Module E.
- 3.5 For the purposes of the Contract the Contractor shall be the tenant and the Occupant shall occupy the property as a licensee, having signed the Authority's Licence to Occupy (LTO) and the Property Acceptance Certificate (PAC) in accordance with Module E.
- 3.6 The Contractor shall record all information as required by the Contract.
- 3.7 The Contractor shall provide an Information System (IS) connected to the Restricted Lan Interconnect (RLI), via the Authority connection system, as required by the Contract – Module A, leaflet AL-03 IS Requirement.
- 3.8 The Contractor shall manage the Move In, Preparation of the Property Prior to Vacation and Move Out processes as required by the Contract in accordance with Module E.
- 3.9 The Contractor shall provide data in respect of the Contract to other Authority agencies and Authority Information System (IS) as required – Module A leaflet AL-03 IS Requirement.
- 3.10 The Contractor shall pay all rents and, as appropriate, all utility bills and all other costs in the delivery of this Contract – Module E.
- 3.11 The Contractor shall arrange and manage all utility connections and associated issues as required by the Contract – Module E.
- 3.12 The Contractor shall establish and maintain a '24-hour a day/seven days per week' Helpline as required by the Contract - Module B.
- 3.13 The Contractor shall manage a complaints process as required by the Contract – Module B.
- 3.14 The Contractor shall produce and maintain Accommodation User Guides as required by the Contract – Module A.
- 3.15 The Contractor shall manage all empty properties as required by the Contract. - Module A.
- 3.16 The Contractor shall be the point of contact for the Occupant and shall manage the occupancy to ensure that the requirements of the Contract are met for the duration of the Contract – Module E.
- 3.17 The Contractor shall ensure that maintenance services are provided as required by the Contract – Module D.
- 3.18 The Contractor shall undertake the management and settlement of claims in respect of damages as required by the Contract - Module D.
- 3.19 The Contractor shall provide and manage temporary accommodation as necessary - Conditions of Contract, Clause 15 Temporary Accommodation.
- 3.20 Notwithstanding any other provision within this Contract, the Contractor shall not be deemed to be in breach of any requirement, and consequently no KPIs shall be deemed as having failed to be achieved and no Service Credits shall accrue pursuant to

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Booklet 2, Schedule 4 of the Contract and no right to terminate shall arise, in respect of any failure by the Contractor to fulfil any or all of the requirements set out in this Booklet or otherwise in respect of the provision of Suitable Accommodation (or any Required By Date, as appropriate) where:

- 3.20.1 the Applicant has requested a preference for Accommodation where pets may be kept and/or smoking is permitted within the property and the Contractor is unable to otherwise fulfil the requirements of Suitable Accommodation in accordance with the Contract due to any such preference(s);
- 3.20.2 a telephone line has not been installed;
- 3.20.3 the Authority has provided the Contractor with less than 10 Business Days' notice of the requirement for Suitable Accommodation;
- 3.20.4 the Applicant or Occupier (as appropriate) has not attended any pre-agreed appointment; and/or
- 3.20.5 any act, omission or delay of the Applicant or Authority prevents the Contractor from securing a property, including (but not limited to) where the Applicant or Authority has delayed or failed to:
 - 3.20.5.1 provide any approvals required; or
 - 3.20.5.2 agree or attend timely appointment dates; and/or
 - 3.20.5.3 the Applicant reasonably rejects a property deemed acceptable by the Authority pursuant to Booklet 2 Clause 15.1(b) (iv), provided, in each case, that the Contractor can demonstrate to the reasonable satisfaction of the Authority that reasonable endeavours have been used in attempting to provide a property fulfilling the requirements and reasonable endeavours to reschedule any appointment.
- 3.21 Without releasing the Contractor from its obligation to source Suitable Accommodation for the relevant Applicant, where the Contractor has not provided Suitable Accommodation by the Required By Date:
 - 3.21.1 as a result of the circumstances described in paragraph 3.20 above;
or
 - 3.21.2 as a result of the Contractor's general failure to source Suitable Accommodation

the Contractor shall provide Temporary Accommodation for the relevant Applicant and the Authority shall pay to the Contractor, in respect of the provision of such Temporary Accommodation, the appropriate rental charge as would have been payable for Suitable Accommodation (had the same been provided to the relevant Applicant or Occupant (as appropriate)).
- 3.22 In the event of any inconsistency or conflict between the above provisions and any other provisions in the Contract, the provisions of Booklet 2 Conditions of Contract, Clause 2.4 shall prevail.
- 3.23 The Contractor shall provide an effective management and delivery structure to meet the requirements of the Contract. Accordingly, the Contractor shall provide the

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necessary facilities, staffing, expertise, Information Technology, IS and any other items, facilities and resources to process applications for Substitute Accommodation and then manage that Substitute Accommodation in accordance with the requirements of the Service Information

3.24 The Contractor shall curate and manage the provision of furnishing to properties.

4 Key Performance Indicators

4.1 The Contractor shall be responsible for delivering the Key Performance Indicators (KPI), as detailed in Booklet 2 Conditions of Contract, Schedule 4 Performance Management.

5 Change Management

5.1 Where the Authority or the Contractor sees a need to change this Contract, the Authority may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out below.

5.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Contractor shall, unless otherwise agreed in writing, continue to perform in compliance with the Contract before such Change.

5.3 Any discussions which may take place between the Authority and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.

5.4 Any work undertaken by the Contractor and the Contractor's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed as a Contract Change shall be undertaken entirely at the expense and liability of the Contractor.

5.5 Discussion between the Authority and the Contractor concerning a Change shall result in any one of the following:

5.5.1 no further action being taken; or

5.5.2 a request to change this Contract by the Authority; or

5.5.3 a recommendation to change this Contract by the Contractor.

5.6 The process for proposing and agreeing changes under the Contract and the relevant proformas are contained in Booklet 2, Conditions of Contract.

5.7 The Contractor shall record all proposed and agreed changes and report on their progress as part of its reporting regime.

6 In-Service Date

6.1 The In Service Date (ISD) shall be in accordance with the timescales shown in Booklet 2, Conditions of Contract, Clause 5, Para 5.1. A phased ISD approach will be required involving the following milestones:

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- 6.1.1 Contract Award;
- 6.1.2 Mobilisation Period;
- 6.1.3 In Service Date (ISD).

6.2 From ISD, the Contractor shall deliver the full requirements of the Contract.

7 Data Confidentiality

- 7.1 Such personal data as the Contractor shall handle and come into contact with in the execution of the Contract is protected under statute law by the General Data Protection Regulation (GDPR) 2018. Data used in connection with the performance of this Contract is protected by DEFCON 531 (Disclosure of Information) Booklet 2 Conditions of Contract refers.
- 7.2 The Contractor shall provide secure access to the Contractor's contract management data via the Contractor's Information System (IS) to a limited number of the Authority's personnel. These personnel will be notified to the Contractor by the Authority during the mobilisation process and throughout the duration of the Contract when identified. Access shall be provided within 24 hours of receiving the request from the Authority.
- 7.3 The requirements for the IS and data confidentiality are described by Leaflet AL 03.

8 Business Continuity Management Plan

- 8.1 The Contractor shall provide a draft Business Continuity Management Plan ("BCMP") at Tender stage and a refined plan no later than one month prior to ISD, the Contractor shall provide to and agree with the Authority a BCMP to ensure the continued operation of the Contract in the event of, for example, office failure and/or equipment failure.

9 Governance

- 9.1 The Contractor shall provide an effective management and delivery structure to ensure the effective and seamless management of both existing and future Substitute Accommodation properties and to ensure that tenancies meet the requirements of the Contract.
- 9.2 The Contractor shall provide all the necessary facilities, staffing, expertise, Information Technology, IS and any other items, facilities and resources to process applications for Substitute Accommodation and then manage that Substitute Accommodation and maintain Suitable Records on a secure electronic database – Module A Leaflet 03 IS Requirement.
- 9.3 MOD Key Personnel
 - 9.3.1 Substitute Accommodation Project Manager. The Authority will provide a Substitute Accommodation Project Manager (SAPM) who will be the Contractor's point of contact for the daily management of the Contract. The Contractor shall work closely with the SAPM to ensure the effective and

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efficient delivery of the Contract. The SAPM may appoint deputies to undertake aspects of its role. The SAPM will advise the Contractor accordingly.

9.3.2 DIO Head of Accommodation.

9.3.3 DIO Principal Security Advisor. The Authority's focal point in relation to all security related issues.

9.3.4 DIO Commercial Manager.

9.4 Contractor Key Roles

9.4.1 Contractor's Delivery Manager. The Contractor shall provide a Contractor's Delivery Manager ("CDM"). The CDM shall be the initial, single, point of contact with the Authority.

9.4.2 Contractors Quality Manager ("CQM") - Module A, Section Quality Management.

9.4.3 Contractors Security Representative.

9.4.4 H&S Manager.

9.4.5 Commercial Manager.

9.4.6 IS Manager.

9.5 Contact with the Authority shall be in all cases via the Contractor's 'head office' staff i.e. by the CDM or its delegated personnel (such delegations to be approved by the Authority). Personnel engaged by the Contractor (either directly employed or employed on an ad-hoc basis) are to refer all matters to the CDM for consideration, mitigation and/or decision. The CDM may if he deems it appropriate, refer to the Authority.

10 Meetings

10.1 The Contractor shall attend such briefings and other events as required by the execution of the Contract or as required by the Authority. Such events may include but shall not be limited to briefings to military units or divisions, the Authority's staff, or attendance at meetings to discuss Contract delivery, performance, current and emerging Contract requirements.

10.2 Attendance shall be at an appropriate level and shall include the CDM and such other of its staff and agents as necessary or who are invited to attend by the Authority.

10.3 The Contractor shall attend as a minimum, the meetings contained in Leaflet AL 07 to this Module. The Contractor shall provide as a minimum the documents and reports contained in Leaflet AL 06.

10.4 Mobilisation Meeting: A Mobilisation Meeting will be arranged and chaired by the Authority within 5 Business Days of Contract Award.

10.5 Quarterly Strategic Meeting: Head of DIO Accommodation or its nominated deputy will chair a Quarterly Strategic Meeting at the Authority's premises, usually but not always at RAF Wyton, Cambridgeshire to provide an overarching view of performance across

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the Contract on behalf of the Authority. Attendance at the Quarterly Strategic Meetings shall be by representatives of the Authority and representatives of the Contractor and such attendees shall be empowered to address issues on a Contract-wide basis. The Contractor shall provide a Quarterly Progress Report to facilitate and inform the Quarterly Strategic Meeting 5 business days prior to that meeting. The Quarterly Progress Report and Strategic Meeting shall address as a minimum the following:

10.5.1 Pan-Contract issues e.g. industry and market capacity and capability to meet the needs of the Contract; specific delivery issues; bulk relocations;

10.5.2 Policy Issues;

10.5.3 Health & Safety governance and analysis;

10.5.4 Analysis of performance trends;

10.5.5 Contract deliverables and Contract delivery;

10.5.6 Identification and promotion of best practise;

10.5.7 Disputes unable to be resolved;

10.5.8 Risk management plans and risk maturity;

10.5.9 Exploitation of opportunities;

10.5.10 Communications with customers and stakeholders;

10.5.11 Quality Management;

10.5.12 Complaints continuous improvement programme;

10.5.13 Maintenance Service performance;

10.5.14 Customer survey: trends and issues;

10.5.15 Any other relevant business.

10.6 Monthly Progress Meeting: The SAPM and the CDM shall hold a meeting each month at the Authority's premises, usually but not always at RAF Wyton, Cambridgeshire. The Monthly Progress Meeting will be chaired by the SAPM with representation from Authority functional areas as required. The CDM shall attend with such others of its staff and agents as it deems appropriate or who are invited to attend by the SAPM. The Contractor shall provide a Monthly Progress Report to facilitate and inform the Monthly Progress Meeting no later than 5 Business Days after the end of each month and prior to the Monthly Progress Meeting. The Monthly Progress Meeting shall address as a minimum the following:

10.6.1 Mitigations or evidence to support key performance indicators shall be provided no later than the 17th business or 2 business days following the monthly progress meeting, whichever is sooner.

10.6.2 Contractor Performance: The CDM shall provide evidence that all deliverables identified in the Contract are being met, to include but not be limited to the Key Performance Indicators. This shall include the discussion and agreement of

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any Performance Improvement Plan as submitted by the Contractor for discussion. Following the identification of performance issues by the Authority or the Contractor, the Contractor shall within 5 Business Days, present to the Authority for approval a Performance Improvement Plan. The Performance Improvement Plan shall identify the tasks and timescales for resolution and rectification of any and all identified poor performance issues. The Plan shall be agreed by both parties prior to implementation by the Contractor. In the event of any dispute to what constitutes poor performance or the agreement of the Performance Improvement Plan, the Authority's decision will be final.

10.6.3 Reporting on KPIs;

10.6.4 Health & Safety issues;

10.6.5 Communications: To include but not be limited to communications between the Contractor and the Authority's personnel and internal communications by the Authority and the Contractor, including operational communications and newsletters, announcements and roadshows;

10.6.6 Risks and issues;

10.6.7 Assurance and Quality Control: To include but not be limited to the Contractor's report on the results of its assurance and quality checks;

10.6.8 Quality Management;

10.6.9 Complaints and Complaint management: To include but not be limited to the Contractor's report on the number and details of Complaints together with confirmation that process change and continuous improvement have been considered;

10.6.10 Customer surveys and feedback;

10.6.11 Monthly payments to include but not limited to the satisfactory undertaking of KPIs in accordance with the Contract;

10.6.12 Bedspace management including the availability of existing bedspaces with measures for third party income, and plans to increase potential utilisation;

10.6.13 Proposed and agreed Changes;

10.6.14 Any identified policy changes potentially impacting on the delivery of the Contract;

10.6.15 Any other relevant matters.

10.7 Weekly Update Meeting: As instructed by the Authority, subject to current issues, to include Temporary Accommodation update.

10.8 Annual Contract Management Review Meeting - The CQM shall chair an Annual Contract Management Review meeting.

10.9 Pre-Completion Meeting – A Pre-Completion Meeting shall be held with the Authority and the current and new contractor six months prior to the end of the Contract – Module A De-mobilisation.

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- 10.10 Completion Meeting – A Completion Meeting shall be held on the Monday of the last full week of the Contract Period – Module A De-mobilisation.
- 10.11 In addition to the meetings described above, the Contractor shall attend other meetings with appropriate representation as required by the Authority and provide appropriate reports and data analysis to support such meetings.
- 10.12 If the Authority so requests, the Contractor shall take minutes of all meetings with the Authority in a form to be agreed with the Authority and provide the Authority with a draft set of such minutes within 3 Business Days of the meeting. The Authority shall amend the draft minutes as appropriate and then distribute the minutes.

11 Progress Reports

- 11.1 Monthly Progress Report: The Contractor shall submit its Monthly Progress Report to the Authority no later than 5 Business Days after the end of each month and prior to the Monthly Progress Meeting.
- 11.2 The Monthly Progress Report shall contain as a minimum:
- 11.2.1 All data, data analysis, data summaries and recommendations that are necessary to enable the Authority to ascertain the success or otherwise of the Contractor's delivery of the Contract, including bedspace management;
 - 11.2.2 All evidence in support of any relief against Key Performance Indicators the Contractor wishes the Authority to review at the Monthly Progress Meeting;
 - 11.2.3 Contractor's proposals to rectify and remedy all failings in respect of its delivery of the Contract;
 - 11.2.4 Management reports detailing the performance of the Quality Management Systems and identify both the need for and remedies to achieve improvement.
- 11.3 The Monthly Progress Report shall also facilitate and inform the Monthly Progress Meeting.
- 11.4 Weekly Temporary Accommodation Report: The CDM shall present to the SAPM a weekly report identifying those Applicants and/or Occupants who have been entered into Temporary Accommodation. The report shall detail the reasons behind the use of Temporary Accommodation with a detailed plan of the proposals to minimise the further use of Temporary Accommodation and to ensure Suitable Accommodation is sourced at the earliest opportunity.
- 11.5 Weekly Bed space Report: The Contractor shall make available a Bed space Report on the first day of each week, or whenever the Authority requests it – Module E Leaflet FL-01, Section Shared Properties.
- 11.6 De-Mobilisation Contract Status Report: The Contractor shall present for review at the Pre-Completion Meeting a De-Mobilisation Contract Status Report – Module A, Section De-Mobilisation.
- 11.7 The Authority shall request such other progress reports as and when deemed necessary.

12 Quality Management

12.1 General

- 12.1.1 The Contractor shall implement, operate and maintain a third party registered Contract-specific Quality Management System (“QMS”). The certification body used by the Contractor shall be accredited by UK Accreditation Services (UKAS).
- 12.1.2 The Contractor shall have ISO 9001:2015 (or current version) for all its activities under the Contract, either prior to ISD or by no later than one calendar year after ISD. There shall be no relaxation to this requirement.
- 12.1.3 The scope of registration shall be relevant to the nature of the services required by the Contract.
- 12.1.4 Any change to the scope of registration shall be submitted to the Authority for approval. No change to the scope of registration shall occur until such time as the Authority might agree to such a change.
- 12.1.5 All aspects of the QMS shall comply with the current edition of ISO 9001 and the requirements of Allied Quality Assurance Publication-2110 (AQAP-2110) and it shall be used to control all work carried out by the Contractor, its workforce and supply chain.
- 12.1.6 The Contractor shall use the QMS to audit, monitor, control and report upon all works and services required by the Contract regardless of whether the works and services are undertaken and executed by the Contractor, the Contractor’s workforce or the Contractor’s supply chain.
- 12.1.7 The Contractor shall extend the QMS to capture and include any consortium/joint venture partners or supply chain members directly engaged in delivery of the Contract by the Contractor or employed directly by the Contractor in the event that such partners or members are not themselves registered to ISO 9001.

12.2 Contract Quality Manager

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12.2.1 The Contractor shall appoint a Contract Quality Manager (CQM) who shall as a minimum:

12.2.1.1 Be the management representative for the Contractor's QMS as defined in ISO 9001:2015 (clause 5.3) and shall be responsible for all quality issues in respect of the Contract;

12.2.1.2 Have at least two years' experience in quality management systems;

12.2.1.3 Hold a Lead Assessor Certificate approved by The Chartered Quality Institute; A CQM may be appointed without such a Certificate provided the CQM gains such a Certificate within six months of ISD;

12.2.1.4 Ensure that the QMS processes are established, implemented and maintained;

12.2.1.5 Provide management reports to the Authority as part of the Monthly Progress Report or as required by the Authority on the performance of the QMS and identify both the need for improvement and remedies to achieve improvement;

12.2.1.6 Maintain a register of the Contract Quality Representatives (CQR) detailing qualifications and when refresher training is required;

12.2.1.7 Maintain a register of ISO certification's scope and when renewals are due.

12.3 Delivery Quality Plan

12.3.1 The Contractor shall provide the Authority with a Delivery Quality Plan ("DQP") for agreement in accordance with AQAP 2105 and DEFCON 602A and update it annually or whenever major changes are required, whichever is the most frequent. The DQP shall be produced and maintained in accordance with the current issue of AQAP-2105.

12.3.2 The draft DQP, will be submitted for final approval by the Authority no later than one month prior to ISD.

12.3.3 The DQP shall describe clearly the documents and records required to manage the Contract and clearly identify how and where they are stored.

12.4 Quality Audit Programme

12.4.1 The Contractor shall provide the Authority with its quality audit programme(s) prior to the ISD. The programme shall show surveillance visits by the certification body, audits of the Contractor's headquarter operations, independent audits and any local audits. Results of all audits shall be made available to the Authority within four weeks of the completion of each audit. All elements of the DQP shall be audited at least annually.

12.4.2 The following categorisation of non-conformities discovered during audit shall be used:

12.4.2.1 "Major": Non-conformities likely to affect compliance with legislation in an adverse manner; health and safety; inter-changeability;

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maintenance; strength; life; reliability; environmental; logistic sustainability; or service delivery, or when cost to the Authority or delivery dates are likely to be affected; or when the non-conformity is readily apparent and might cause concern to either the Contract user (prospective Occupant or Occupant) or the Authority;

12.4.2.2 “Minor”: All other departures from the requirements of the Contract which are not Major non-conformities;

12.4.3 The Authority reserves the right to re-classify any Minor non-conformity as a Major non-conformity and to require the Contractor to implement corrective actions commensurate with a Major non-conformity.

12.5 Registration Body (Third Party) Surveillance Visits

12.5.1 The Contractor shall arrange for their chosen registration body to undertake an annual surveillance visit in respect of the Contract. The visit shall be within three months following ISD and annually thereafter.

12.5.2 The Contractor shall invite a representative of the Authority to attend third party surveillance visits by its registration body throughout the duration of the Contract, providing the Authority with four weeks’ notice of any such visit(s), to include initial/opening meetings and final/closing meetings. The representative of the Authority will attend as an observer.

12.5.3 The results of all surveillance visits (to include but not be limited to audit reports and Major and Minor non-conformities) undertaken by the certification body shall be supplied to the Authority within one week of receipt by the Contractor.

12.6 Supply Chain

12.6.1 The Contractor shall undertake such checks as defined by AQAP-2110 that are necessary to ensure that its supply chain and agents are competent and capable of delivering such requirements of the Contract as they are assigned. All such checks shall be readily available in electronic format and held as part of the IS for inspection within four weeks of the completion of any such check.

12.6.2 The CQM shall develop and undertake a programme of audits of the supply chain partners and agents utilised by the Contractor in delivering the Contract. In addition, the Contractor shall undertake suitable audits on external supply chain partners or agents in the delivery of the Contract. As a minimum, audits shall be undertaken on at least a yearly basis. The frequency of audits shall be based upon the volume of work undertaken by each supply chain partner and agent.

12.7 Reporting of Non-Conformities

12.7.1 All verbal or written non-conformities (including Complaints from any source) reported to the Contractor shall be recorded by the Contractor in accordance with the QMS, and shall also be recorded on the IS.

12.7.2 All subsequent corrective actions shall be devised by the Contractor and agreed with the Authority prior to implementation. Once the Authority has agreed any such corrective action the Contractor shall then implement such

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corrective action. Following implementation, the Contractor shall demonstrate that the corrective action has been effective, that it will prevent the recurrence of the non-conformity, retain appropriate records, and certify that the issue has been dealt with satisfactorily. In the event the Contractor has made reasonable efforts to contact the Authority to agree to a corrective course of action without contact being made, the Contractor may operate on a mandate for emergency and critical events as defined in Module B, Helpline.

12.8 Management Reviews

12.8.1 The CQM shall chair an annual Contract management review meeting as described in ISO 9001:2015 (or current edition) to ensure the management systems continue to be suitable, adequate and effective in delivering all aspects of the Contract. The Contractor shall invite the Authority to attend the annual Contract management review meeting.

12.8.2 The CQM shall provide copies of the minutes of the annual Contract management review meeting and the corporate management review meeting to the Authority within two weeks of the date of each meeting.

12.9 Continuous Improvement

12.9.1 The Contractor shall, by means of the QMS and the IS, demonstrate continuous improvement in performance and processes throughout the duration of the Contract;

12.9.2 The Contractor shall chair a six-monthly continuous improvement meeting where suggestions for improvement can be shared with the Authority.

12.9.3 In delivery of Continuous Improvement, the Contractor shall identify potential cost savings, throughout the duration of the Contract and during the delivery of Authorities' programmes.

13 Compliance and Audit

13.1 The Contractor shall demonstrate full compliance with the Contract to the satisfaction of the Authority by carrying out the assurance activities described in the RLAP Assurance Document, Leaflet AL 02 and Sustainability

13.2 The Authority may audit any of the Contractors activities. The Contractor shall assist the Authority's staff in carrying out these audits.

13.3 The Contractor shall make the arrangements for any independent audits and reviews required by the Authority. Independent audits and reviews may be required when the results of any auditing or monitoring is disputed by the other Party.

13.4 The Contractor shall provide details of three competent external organisations, acceptable to the Authority, to carry out independent auditing.

13.5 The Contractor shall provide the criteria for selection of the competent organisations to the Authority, detailing their expertise in the particular area complete with a signed statement of independence confirming that they are not carrying out any work for the Contractor or supply chain used on this Contract so as to avoid a conflict of interests. The minimum requirement is that the organisation should be certified to ISO 9001:2015

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(or latest version) including an appropriate scope of certification for the activity to be investigated. The Authority may accept organisations that are not certified, however the Contractor shall provide supporting documentation for this exception to be granted.

13.6 The Contractor shall bear all costs of auditing and monitoring dispute challenges by the Authority.

13.7 The decisions of the third-party review are binding on the Authority and the Contractor.

14 GDPR

14.1 The Contractor shall maintain registration in accordance with the GDPR 2018 for the duration of the Contract.

15 Information System (IS)

15.1 The Contractor shall establish an accredited IS via the RLI as per Module A Leaflet AL-03 Information Systems and in accordance with the timescales as referenced in Booklet 2, Conditions of Contract, Clause 5 - In Service Date.

16 Security Assurance

16.1 All personnel directly employed by the Contractor to deliver the Contract shall be checked in accordance with the Security Clearance ("SC") process and supported by a Disclosure Scotland Verification of Criminal Record Certificate. The Contractor shall SC check Sub-Contractor staff where the Authority deems it necessary. No personnel shall be engaged in the delivery of the Contract until they have satisfied the requirements of either the SC or Baseline Personnel Security Standard (BPSS) process.

16.2 Within two weeks of the Contract Award the Contractor shall appoint a Contractor's Security Representative ("CSR") who shall verify the identity of each person employed by or used by the Contractor to deliver the Contract. Verification shall be undertaken using DIO Form 8000. In order to satisfy the SC or BPSS requirement to enable the Contractor to deliver at ISD all Contractor or Sub-Contractor personnel who require SC or BPSS clearance shall submit the required forms to the Authority for processing. Following the successful SC clearance of the CSR, the Contractor shall be required to complete this processing utilising the CSR.

16.3 The CSR shall be trained and advised by the DIO Principal Security Adviser's office on how to undertake the various checks required to obtain security assurance. The CSR shall be security cleared to a minimum of SC level. Reference shall be made in this respect to the DIO Principal Security Adviser in the first instance.

16.4 The CSR shall hold all completed DIO Forms 8000 and 8000A and make these available for inspection by the DIO Principal Security Adviser or its representative at any time that may be required.

16.5 The CSR shall notify the DIO Principal Security Adviser or its representatives of all personnel who have undergone either the SC or BPSS process and the outcome of that process for each person. The form and timings of such notification shall be agreed with the Authority by the Contractor.

16.6 In the event that a Contractor's employee or agent fails to satisfactorily complete this process then that person shall not be permitted to have any involvement whatsoever in

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the Contract. The Authority accepts no liability or any consequential loss associated with or arising from this.

17 Safety, Health and the Environmental Plan

17.1 The Contractor shall prepare and maintain a compliant Safety, Health and Environmental Plan (SHEP) in respect of their responsibilities and undertakings to and for the Authority and other appropriate parties, for review and approval by the Authority no later than one month prior to ISD. The Safety, Health and Environmental Plan as a minimum is to be reviewed every 12 months and shall include but shall not be limited to:

17.1.1 Policy;

17.1.2 Planning;

17.1.3 Implementation;

17.1.4 Checking;

17.1.5 Corrective action;

17.1.6 Statutory Acts and Regulations (to include but not be limited to the Health & Safety At Work Act, the Management Regulations, the Housing Act 2004, CDM Regulations, Legionella, CoSHH, radon, gas safety and electrical safety);

17.1.7 The Contractor's statement as to how it shall, prior to submitting details of properties to the Authority in accordance with the Contract, assess each candidate property in accordance with the Housing Health & Safety Rating System ("HHSRS") as per the Housing Act 2004 'Guidance about inspections and assessment of hazards given under Section 9'. As an alternative to HHSRS the Contractor shall be able to utilise an industry standard equivalent. The Contractor shall provide a copy of each assessment to the Authority when submitting details of candidate properties. The assessment shall clearly and unambiguously state that each candidate property is safe and free from hazards and suitable for occupation as Substitute Accommodation and furthermore that it meets the requirements of the Contract;

17.1.8 The Contractor shall design and provide the Authority with a certificate of assurance to the effect that each candidate property offered to the Authority conforms to the SHEP. The certification shall allow inclusion of copies of statutory certificates. The proforma of the certificate of assurance shall be submitted to the Authority for approval no later than one month prior to ISD. Assurance of each candidate property submitted to the Authority shall be required from the ISD.

18 Changes to Policy

18.1 JSP 464 will be updated from time to time by the Authority and these updates may affect the policy in respect of Substitute Accommodation.

18.2 The Contractor shall be advised of such changes to JSP 464 and the potential impact of any such policy changes on the Contract shall be discussed at the Monthly Progress Meetings. If the Authority and the Contractor consider it appropriate, the Contract will be

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amended in accordance with the Contract Change Procedure at Booklet 2, Conditions of Contract, Clause 16 and Schedule 7.

- 18.3 The Contractor shall not enact any changes to the Contract prior to formal amendment.
- 18.4 The Authority does not undertake to consider or agree to any proposal to amend the Contract submitted by the Contractor.
- 18.5 The Authority reserves the right to ask the Contractor to provide without additional cost a priced proposal to amend the Contract in respect of proposed changes to policy in order to inform the decision to change policy.
- 18.6 Implementation by the Contractor of policy amendments will in some cases be non-negotiable. These events will be identified by the Authority to the Contractor.

19 Recording of Hospitality and Gifts

- 19.1 The Contractor shall, in accordance with the Contract, seek the permission of the Authority in all instances where it intends to provide hospitality or gifts (subject to DEFCON 520) to the Authority and record both its requests for permission, subsequent outcome and other details on its Information System so that the data may be used as Management Information.

20 Mobilisation

- 20.1 The Contractor shall mobilise aspects of the Contract as shown in between the date of Contract Award and the ISD. All Mobilisation activities in order to deliver the full requirements of the Contract shall be completed by ISD, taking note of the phased ISD as shown in this Module A.
- 20.2 During this period the Contractor shall liaise and co-operate with the current contractor.
- 20.3 The Mobilisation Plan, to be provided in draft at Tender and final plan for approval no later than 5 Business Days post Contract Award.
- 20.4 A Mobilisation meeting will be arranged and chaired by the Authority within one week of the Contract Award where a refined Mobilisation Plan shall be presented to the Authority for agreement and implementation.
- 20.5 The Mobilisation Plan shall include as a minimum all of the key deliverables listed below, giving due consideration to the key mobilisation milestones and any Mobilisation activities detailed within Booklet 2, Conditions of Contract, Clause 6 and Schedule 3 – Mobilisation Plan:
 - 20.5.1 Key milestone events: development of the IS; establishment of suitable premises in order to execute the Contract; handover from the existing

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Contractor; IS accreditation; Helpline; data transfer from the current contractor; trialling of systems, management information;

20.5.2 Personnel issues including: TUPE; training; additional sourcing/recruitment;

20.5.3 Risk management plans - preparation of Risk Register; identification; and mitigation;

20.5.4 Supply chain issues - establishment of the Contractor's supply chains; workshops;

20.5.5 Meetings and interfaces;

20.5.6 Governance;

20.5.7 Security assurance;

20.5.8 Communications Strategy (to cover communications with the Authority and down to and including individual Applicants and Occupants);

20.5.9 Delivery Quality Plan (DQP);

20.5.10 Fallback solutions in the event any aspect of the Mobilisation Plan does not pass Acceptance Tests or is not delivered within the agreed timescales;

20.5.11 Where it is necessary to novate or transfer leases to or from the Contractor, the process of novation or transfer shall be clearly defined and shall be seamless, without inconvenience or disruption to the Occupants and without additional cost to the Authority, in accordance with Booklet 2 Conditions of Contract, Clause 3 - Due Diligence;

20.6 Following submission of the Mobilisation Plan the Authority will review and provide comment on all agreed activities within one week post submission. The Authority retains the right to agree, amend, include or reject any stated Mobilisation Activity during this approval timescale.

21 Accommodation User Guide

21.1 The Contractor shall develop in consultation with the Authority an Accommodation User Guide for each type of accommodation provided under the Contract, namely SSSA and SSFA.

21.2 The Contractor shall submit the draft Accommodation User Guides for review and approval by the Authority no later than one month prior to ISD.

21.3 The Contractor shall provide a copy of the appropriate Accommodation User Guide to each Applicant for Substitute Accommodation on the same day that the Contractor is instructed to source Substitute Accommodation.

21.4 Each Accommodation User Guide shall provide an overview of the process, describe entitlements, operational standards and quality standards, the complaints procedure, and contain details of the 24-hour contact number. The Contractor shall review each Accommodation User Guide annually in conjunction with the Authority and make all necessary adjustments and changes, as well as making such amendments, deletions and additions as the Authority may require from time to time. The Contractor shall also

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make the Accommodation User Guides available by electronic means for general reference.

21.5 The contents of each Accommodation User Guide for SSFA shall comprise the following as a minimum:

21.5.1 Foreword by the Authority;

21.5.2 Introduction to Substitute Accommodation;

21.5.3 Helpline;

21.5.4 Entitlements (reference to the appropriate part(s) of JSP 464;

21.5.5 Cancellation Procedure;

21.5.6 Personal Contributions;

21.5.7 Use of a Proxy;

21.5.8 Sourcing and Viewings of Properties;

21.5.9 Self-Sourcing of Properties (not to be allowed);

21.5.10 Property Acceptance Certificate;

21.5.11 Licence to Occupy;

21.5.12 Move In;

21.5.13 Maintenance service;

21.5.14 Inventory;

21.5.15 Utilities;

21.5.16 Move Out (to include damages and the Occupant's responsibilities, and the Occupant's responsibilities in respect of Utilities);

21.5.17 Fire safety information;

21.5.18 Chimney Sweeping;

21.5.19 Pets;

21.5.20 Absence from the Property;

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- 21.5.21 Emergency Procedures to include details of the 24-hr Helpline;
 - 21.5.22 Complaints Procedure;
 - 21.5.23 Customer Satisfaction Surveys (to be undertaken at Move In and Move Out);
 - 21.5.24 Contact Details;
 - 21.5.25 Annex: SSFA Flowchart;
 - 21.5.26 Annex: SSFA Accommodation Entitlements;
 - 21.5.27 Annex: Proxy Nomination Certificate;
 - 21.5.28 Annex: Property Acceptance Certificate;
 - 21.5.29 Annex: Cancellation of Substitute Accommodation;
 - 21.5.30 Annex: Licence to Occupy;
 - 21.5.31 Annex: Generic Checklist for Occupants Vacating Substitute Accommodation;
 - 21.5.32 Annex: Claim for Payment of Chimney Sweeping and Other Miscellaneous Costs;
 - 21.5.33 Annex: Notification of Absence/Deployment.
- 21.6 The contents of each Accommodation User Guide for SSSA shall comprise but shall not be limited to the following:
- 21.6.1 Foreword by the Authority;
 - 21.6.2 Introduction to Substitute Accommodation;
 - 21.6.3 Helpline;
 - 21.6.4 Entitlements (reference to the appropriate part(s) of JSP 464);
 - 21.6.5 Shared SSSA;
 - 21.6.6 Smoking;
 - 21.6.7 Cancellation;
 - 21.6.8 Personal Contributions;

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- 21.6.9 Use of a Proxy;
- 21.6.10 Sourcing and Viewings of Properties;
- 21.6.11 Self-Sourcing of Properties (not to be allowed);
- 21.6.12 Property Acceptance Certificate;
- 21.6.13 Licence to Occupy;
- 21.6.14 Move In;
- 21.6.15 Maintenance Service;
- 21.6.16 Inventory;
- 21.6.17 Utilities;
- 21.6.18 Move Out (to include damages and the Occupant's responsibilities, and the Occupant's responsibilities in respect of Utilities);
- 21.6.19 Chimney Sweeping;
- 21.6.20 Decoration by the Occupant;
- 21.6.21 Pets;
- 21.6.22 Absence from the Property;
- 21.6.23 Emergency Procedures (to include details of the 24-hour Helpline);
- 21.6.24 Complaints Procedure;
- 21.6.25 Customer Satisfaction Surveys (to be undertaken at Move In and Move Out);
- 21.6.26 Contact Details;
- 21.6.27 Annex: SSSA Flowchart;
- 21.6.28 Annex: SSSA Accommodation Entitlements;
- 21.6.29 Annex: SSSA Equipment and Furnishings;
- 21.6.30 Annex: Proxy Nomination Certificate;
- 21.6.31 Annex: Property Acceptance Certificate;

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21.6.32 Annex: Cancellation of Substitute Accommodation;

21.6.33 Annex: Licence to Occupy;

21.6.34 Annex: Generic Checklist for Occupants Vacating Substitute Accommodation;

21.6.35 Annex: Claim for Payment of Chimney Sweeping and Other Miscellaneous Costs;

21.6.36 Annex: Notification of Absence/Deployment.

22 Customer Satisfaction Survey

22.1 The Contractor shall undertake a customer satisfaction survey in respect of each completed transaction and record the results (as individual survey documents and in aggregate) accordingly on its IS in order to inform the Contractor and the Authority how the service is viewed by Applicants and Occupants.

22.2 The customer satisfaction survey shall be undertaken and offered to Occupants following Move In and then again at Move Out.

22.3 The Contractor shall provide its analysis of the customer satisfaction survey as part of the Monthly Progress Report or whenever so requested by the Authority, complete with a summary of findings and proposals in respect of how to improve the customer satisfaction survey results.

22.4 A suggested form of customer satisfaction survey follows, and the Contractor shall use this as a basis to inform its own proposals for agreement with the Authority no later than one month prior to ISD.

22.5 Headings for the initial customer satisfaction survey to be completed after Move In shall include the following as a minimum:

22.5.1 Applicant's/Occupant's details;

22.5.2 Property details;

22.5.3 Marking Scheme;

22.5.4 Satisfaction with the Contractor's initial approach;

22.5.5 Satisfaction with the viewings of properties;

22.5.6 Satisfaction with the conduct of the Contractor prior to, during, and following the viewings;

22.5.7 Satisfaction that the properties offered met the requirements of JSP 464;

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22.5.8 Satisfaction with the Move In:

22.5.8.1 move-in arrangements;

22.5.8.2 cleanliness of the property at Move In;

22.5.8.3 level and standard of furnishings;

22.5.8.4 provision of keys;

22.5.8.5 provision of explanatory advice such as how to work the heating and hot water;

22.5.8.6 accuracy of the Inventory/Schedule of Condition at Move In;

22.5.8.7 punctuality of the Contractor;

22.5.8.8 the Contractor's ability to resolve difficulties.

22.5.9 Satisfaction following Move In:

22.5.10 24-hour Helpline;

22.5.11 Contractor's response to issues raised;

22.5.12 Contractor's remedial action;

22.5.13 Overall service provided by the Contractor;

22.5.14 Comments.

22.6 Headings for the customer satisfaction survey to be completed after Move Out shall include the following as a minimum:

22.6.1 Satisfaction between Move In and Move Out.

22.6.2 Twenty-four-hour Helpline - the Contractor's ability to resolve difficulties; the Contractor's remedial action.

22.6.3 Satisfaction with the Contractor's efficacy at the Move Out - punctuality; issues arising from the Inventory; the Contractor's ability to deal with issues arising with the Owner; overall service provided by the Contractor at Move Out).

22.7 The Contractor shall benchmark the results of its customer satisfaction surveys against industry recognised housing sector bodies as agreed by the Authority. Please refer to Booklet 2, Conditions of Contract, Clause 18 – Benchmarking. The Contractor shall not be entitled to adjust its price in respect of the Authority exercising its right under this paragraph.

23 Management of Occupancy

- 23.1 The Contractor shall manage the period of occupancy to ensure that the requirements of the Contract are met, to include but not be limited to acting as the point of contact for the Occupant so that the Occupant does not deal with the Owner or any other party in respect of its occupation of the property. The Contractor shall make such visits and attendances as are necessary in order to deliver the requirements of the Contract.

24 Market Testing

- 24.1 The Authority will request the Contractor to market-test the availability of suitable SSSA and SSFA as appropriate in certain areas where the demand for Substitute Accommodation is likely to increase. Such market-testing shall be at no additional cost to the Authority. The form and manner of such market-testing shall be sufficient to provide the Authority with information regarding the likely availability of suitable properties; actual or potential new developments within the radius; and other issues likely to affect the availability of suitable properties in both the shorter and longer terms. The Contractor will not be asked to provide details of specific properties as part of this market-testing.

25 Exit Management Plan

- 25.1 The Contractor shall produce an outline Exit Management Plan as part of its Tender. The full Exit Management Plan shall be submitted for final acceptance by the Authority no later than two months post ISD. The Exit Management Plan shall include but shall not be limited to the following:
- 25.1.1 A communications plan detailing who, what, when, where and how relevant information will be provided for the Authority and affected users of the services;
 - 25.1.2 Provisions of any relevant TUPE actions from the Contractor to the incoming contractor, Authority or another party;
 - 25.1.3 Provisions for transferring existing leases from the Contractor to another party in order to preserve continuous occupation for the Occupants of Substitute Accommodation;
 - 25.1.4 Provisions for ensuring that monthly property rentals are not unduly increased during implementation of the Exit Management Plan;
 - 25.1.5 Provisions for the transfer of management information from the Contractor to another party;
 - 25.1.6 Provisions for ensuring that delivery of the Contract is not prejudiced prior to, during or after the implementation of the Exit Management Plan;
 - 25.1.7 Provisions for the appropriate transfer of all data, in a format to be agreed with the Authority (e.g. Customer satisfaction surveys, Occupant user guides etc);

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- 25.1.8 Provision for handover training if deemed necessary by the Authority and making reasonable adjustments to allow Contractor staff to attend planned mobilisation training from the incoming contractor;
 - 25.1.9 Provisions in respect of any extant extended leases;
 - 25.1.10 A timescale for implementation of the Exit Management Plan;
 - 25.1.11 A risk register to collect and describe risks relating to the Exit Management Plan. Each risk shall be costed pre and post mitigation and contain appropriate mitigations and shall be updated on a regular basis. The programme for updating the risk register is to be agreed with the Authority;
 - 25.1.12 Provisions for the management and resolution of disputes including claims for dilapidations.
- 25.2 The Contractor shall undertake regular reviews of the Exit Management Plan during the Contract Period and agree any amendments or revisions with the Authority.

26 De-mobilisation

- 26.1 The Contractor shall produce an outline De-Mobilisation Plan as part of its Tender. No later than nine months post Contract Award, the Contractor shall submit the full De-Mobilisation Plan for final agreement by the Authority. The De-Mobilisation Plan shall identify all tasks, activities and works that are ongoing or planned during the last 6 months of the Contract, and the activities necessary to ensure the successful completion of the Contract. The De-Mobilisation plan shall be based upon the Contractor's Exit Management Plan and include, but not be limited to, all the elements listed above.
- 26.2 A Pre-Completion meeting shall be held with the Authority and the new Contractor six months prior to the end of the Contract. This meeting will discuss *inter alia* the hand-over procedures for the new contractor or successor organisation.
- 26.3 The Contractor shall also present for review a De-Mobilisation Contract Status Report describing the status of all current leases, applications, utilities, risks, issues and other matter relevant to the Contract or the completion of the Contract.
- 26.4 The De-Mobilisation Plan shall describe the activities necessary to hand-over all aspects of the Contract to the new Contractor or successor organisation.
- 26.5 The Contractor shall ensure that all new tenancy agreements entered into during the De-Mobilisation period, or at any point in the Contract where the lease will extend past the end date of the Contract, include a clause confirming that should there be a need, the Landlord / letting agent agrees to novate the Tenancy to the Authority or the Authority's new Contractor under the same terms and conditions.
- 26.6 The progress of the De-Mobilisation Plan will be monitored and discussed by the regular monthly progress meetings, the quarterly strategic meetings, and any other meetings called by the Authority.
- 26.7 On the Monday of the last full week of the Contract Period a Completion Meeting shall be held with the Authority and exiting Contractor, which may include the incoming Contractor – to finalise any required activities for handover/takeover.

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- 26.8 On the last day of the Contract the Contractor shall formally hand-over to the new contractor or successor organisation the completed Health & Safety file, confirm formally that all log-books, databases and any other relevant records are complete and up-to-date, and certify that all outstanding issues have been resolved.
- 26.9 Throughout the final four months of the Contract the Contractor shall provide the services of its staff, contractors, sub-contractors and agents and any others as required by the Authority to familiarise others with all elements of the Contract and all relevant contractual issues to ensure the satisfactory completion of the Contract and its successful transition to the new contractor or successor organisation.
- 26.10 If required, the Authority may utilise the De-Mobilisation Plan in order to facilitate the tender of a successor Substitute Accommodation contract or contracts. The Authority shall provide the Contractor with confirmation of this prior to the event.
- 26.11 The Contractor shall not be entitled to additional costs or fees in respect of the De-Mobilisation Plan or associated activities.