## ACE-logo

## Order Form and Call-Off Schedules

Arts Council England

Direct Award under Lot 1a of Facilities Management Marketplace RM3830

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

**Part A - Order Form Template**

Contract Number: ACE 091 ITT

From the ("Buyer "):

**Arts Council England, Arts Council England, 21 Bloomsbury Street**

**London, WC1B 3HF**

To the ("SUPPLIER")

Name: **[REDACTED]**

Registered Address: **[REDACTED]**

Registered Number: **[REDACTED]**

DUNS Number: **[REDACTED]**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

**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 04 June 2019 for the provision of facilities management services.

**CALL-OFF LOT**

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

|  |  |
| --- | --- |
| **Lot** | **Supplier accreditations required for the Lot** |
| 1a | ISO 9001 |

**CALL-OFF INCORPORATED TERMS**

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

1. This Order Form
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 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 A (Staff Transfer At Start Date – Outsourcing From the Buyer) Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)

Call-Off Schedule 2: Part D (Pensions)

 - Annex D1 (CSPS)

 - Annex D2 (NHSPS)

 - Annex D3 (LGPS)

Call-Off Schedule 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 23 (Redundancy 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 Service Terms) – Not Used~~

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 16 (Benchmarking)

~~Call-Off Schedule 17 (MoD Terms) – Not Used~~

1. The CCS Core Terms (v3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility).

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**CALL-OFF SPECIAL TERMS:**

The following Special Term shall be incorporated into this Call-Off Contract: N/A

**TUPE OPTION:**

OPTION 1 – DIRECT AWARD – TUPE RISK PREMIUM (See Call-Off Schedule 6 – TUPE Surcharge)

**EFFECTIVE DATE (being the date on which the Contract Period commences):** 26 June 2019

**DATE THE CONTRACT PERIOD / TERM COMMENCES:** 26 June 2019

**MOBILISATION PERIOD:** 26 June 2019 – 31 July 2019

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:** 01 August 2019

**DATE CLEANING SERVICES COMMENCE:** 01 September 2019 (phased start, all other services to commence 01 August 2019).

**DATE CALL-OFF INITIAL PERIOD ENDS:** 31 July 2023

**CALL-OFF INITIAL PERIOD: 4 years**

**CALL-OFF OPTIONAL EXTENSION PERIOD 1:** Start: 01 August 2023. End: 31 July 2025

**CALL-OFF OPTIONAL EXTENSION PERIOD 2:** Start: 01 August 2025; End: 31 July 2026

**CALL-OFF DELIVERABLES:**

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





**[REDACTED]**

|  |  |  |
| --- | --- | --- |
| **Type of Deliverable** | **Location** | **Further Description** |
| Accessibility ServicesBusiness Continuity and Disaster Recovery (“BCDR”) Plans Customer SatisfactionFire SafetyHealth and SafetyIntegrationManagement ServicesPerformance Self-MonitoringPermit to WorkProperty Information Mapping Service (EPIMS)Quality Management System          ReportingRisk ManagementSelection and Management of Sub-ContractorsService Delivery Plans Social ValueStaff and TrainingSustainabilityContract MobilisationCatering Equipment MaintenanceEnvironmental Cleaning ServiceFire Detection and Firefighting Systems MaintenanceHigh Voltage (HV) and Switchgear MaintenanceInternal & External Building Fabric MaintenanceMechanical and Electrical Engineering MaintenanceReactive Maintenance ServicesSecurity, Access and Intruder Systems MaintenanceVentilation and Air Conditioning System MaintenanceAsbestos ManagementBuilding Information Modelling and Government Soft LandingsCompliance Plans, Specialist Surveys and AuditsConditions SurveyElectrical TestingPortable Appliance TestingStatutory InspectionsWater Hygiene MaintenanceDeep (Periodic) CleaningPest Control ServicesReactive Cleaning (outside cleaning operational hours)Routine CleaningWindow Cleaning (Internal)Emergency ResponseClassified WasteGeneral WasteRecycled WasteCAFM SystemHelpdesk ServicesManagement of Billable Works | Brighton | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| Accessibility ServicesBusiness Continuity and Disaster Recovery (“BCDR”) Plans Customer SatisfactionFire SafetyHealth and SafetyIntegrationManagement ServicesPerformance Self-MonitoringPermit to WorkProperty Information Mapping Service (EPIMS)Quality Management System          ReportingRisk ManagementSelection and Management of Sub-ContractorsService Delivery Plans Social ValueStaff and TrainingSustainabilityContract MobilisationBuilding Management System (BMS) MaintenanceCatering Equipment MaintenanceEnvironmental Cleaning ServiceFire Detection and Firefighting Systems MaintenanceHigh Voltage (HV) and Switchgear MaintenanceInternal & External Building Fabric MaintenanceLifts, Hoists & Conveyance Systems MaintenanceMechanical and Electrical Engineering MaintenanceReactive Maintenance ServicesSecurity, Access and Intruder Systems MaintenanceVentilation and Air Conditioning System MaintenanceAsbestos ManagementBuilding Information Modelling and Government Soft LandingsCompliance Plans, Specialist Surveys and AuditsConditions SurveyElectrical TestingPortable Appliance TestingStatutory InspectionsWater Hygiene MaintenanceCleaning of External AreasCleaning of Integral Barrier MatsDeep (Periodic) CleaningPest Control ServicesReactive Cleaning (outside cleaning operational hours)Routine CleaningWindow Cleaning (External)Window Cleaning (Internal)CCTV / Alarm MonitoringClassified WasteFeminine Hygiene WasteGeneral WasteRecycled WasteCAFM SystemHelpdesk ServicesManagement of Billable Works | Birmingham | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| Accessibility ServicesBusiness Continuity and Disaster Recovery (“BCDR”) Plans Customer SatisfactionFire SafetyHealth and SafetyIntegrationManagement ServicesPerformance Self-MonitoringPermit to WorkProperty Information Mapping Service (EPIMS)Quality Management System          ReportingRisk ManagementSelection and Management of Sub-ContractorsService Delivery Plans Social ValueStaff and TrainingSustainabilityContract MobilisationBuilding Management System (BMS) MaintenanceCatering Equipment MaintenanceEnvironmental Cleaning ServiceFire Detection and Firefighting Systems MaintenanceHigh Voltage (HV) and Switchgear MaintenanceInternal & External Building Fabric MaintenanceLifts, Hoists & Conveyance Systems MaintenanceMechanical and Electrical Engineering MaintenanceReactive Maintenance ServicesSecurity, Access and Intruder Systems MaintenanceVentilation and Air Conditioning System MaintenanceAsbestos ManagementBuilding Information Modelling and Government Soft LandingsCompliance Plans, Specialist Surveys and AuditsConditions SurveyElectrical TestingPortable Appliance TestingStatutory InspectionsWater Hygiene MaintenanceCleaning of Integral Barrier MatsDeep (Periodic) CleaningPest Control ServicesReactive Cleaning (outside cleaning operational hours)Routine CleaningWindow Cleaning (External)Window Cleaning (Internal)Classified WasteFeminine Hygiene WasteGeneral WasteRecycled WasteCAFM SystemHelpdesk ServicesManagement of Billable Works | Newcastle | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| Accessibility ServicesBusiness Continuity and Disaster Recovery (“BCDR”) Plans Customer SatisfactionFire SafetyHealth and SafetyIntegrationManagement ServicesPerformance Self-MonitoringPermit to WorkProperty Information Mapping Service (EPIMS)Quality Management System          ReportingRisk ManagementSelection and Management of Sub-ContractorsService Delivery Plans Social ValueStaff and TrainingSustainabilityContract MobilisationBuilding Management System (BMS) MaintenanceCatering Equipment MaintenanceEnvironmental Cleaning ServiceFire Detection and Firefighting Systems MaintenanceHigh Voltage (HV) and Switchgear MaintenanceInternal & External Building Fabric MaintenanceLifts, Hoists & Conveyance Systems MaintenanceMechanical and Electrical Engineering MaintenanceReactive Maintenance ServicesSecurity, Access and Intruder Systems MaintenanceVentilation and Air Conditioning System MaintenanceAsbestos ManagementBuilding Information Modelling and Government Soft LandingsCompliance Plans, Specialist Surveys and AuditsConditions SurveyElectrical TestingPortable Appliance TestingStatutory InspectionsWater Hygiene MaintenanceCleaning of Integral Barrier MatsDeep (Periodic) CleaningPest Control ServicesReactive Cleaning (outside cleaning operational hours)Routine CleaningWindow Cleaning (External)Window Cleaning (Internal)Classified WasteFeminine Hygiene WasteGeneral WasteRecycled WasteCAFM SystemHelpdesk ServicesManagement of Billable Works | Manchester | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| Accessibility ServicesBusiness Continuity and Disaster Recovery (“BCDR”) Plans Customer SatisfactionFire SafetyHealth and SafetyIntegrationManagement ServicesPerformance Self-MonitoringPermit to WorkProperty Information Mapping Service (EPIMS)Quality Management System          ReportingRisk ManagementSelection and Management of Sub-ContractorsService Delivery Plans Social ValueStaff and TrainingSustainabilityContract MobilisationBuilding Management System (BMS) MaintenanceCatering Equipment MaintenanceEnvironmental Cleaning ServiceFire Detection and Firefighting Systems MaintenanceHigh Voltage (HV) and Switchgear MaintenanceInternal & External Building Fabric MaintenanceLifts, Hoists & Conveyance Systems MaintenanceMechanical and Electrical Engineering MaintenanceReactive Maintenance ServicesSecurity, Access and Intruder Systems MaintenanceVentilation and Air Conditioning System MaintenanceAsbestos ManagementBuilding Information Modelling and Government Soft LandingsCompliance Plans, Specialist Surveys and AuditsConditions SurveyElectrical TestingPortable Appliance TestingStatutory InspectionsWater Hygiene MaintenanceCleaning of Integral Barrier MatsDeep (Periodic) CleaningPest Control ServicesReactive Cleaning (outside cleaning operational hours)Routine CleaningWindow Cleaning (External)Window Cleaning (Internal)Classified WasteFeminine Hygiene WasteGeneral WasteRecycled WasteCAFM SystemHelpdesk ServicesManagement of Billable Works | Leeds | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| TBC- during the contract term | Nottingham | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| TBC- during the contract term | Bristol | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| TBC- during the contract term | London | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |
| TBC- during the contract term | Cambridge | Please note that a potential office move may occur during the term of the contract which may increase or decrease the deliverables and contract costs. |

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Pricing) on the basis of Direct Award Price as 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) amendments to the deliverables

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be **[REDACTED]**

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation shall only apply from 01 August 2020and shall be applied on every yearly anniversary of 01 August.

Indexation shall be applied to the Baseline Monthly Payment

**PASS THROUGH COSTS**

Not Applicable

**MORE FAVOURABLE COMMERCIAL TERMS**

For this framework these will only apply to Pass Through Costs

**VARIATION THRESHOLD**

Not applicable

**INCLUSIVE REPAIR THRESHOLD**

£0

**BILLABLE WORKS**

The estimated total value range for Billable Works shall be as set out below:

|  |  |
| --- | --- |
| **Tier** | **Estimated total value range**  |
| Tier One Billable Works  | £1001 - £5000 |
| Tier Two Billable Works  | £5001 - £10,000 |
| Tier Three Billable Works i | £10,001 - £25,000 |
| Tier Four Billable Works  | Above £25,000 |

The value of Billable Works not requiring approval is: £0

Business Critical Events are as follows: To be determined during mobilisation

**METHOD OF PAYMENT**

**[BACS to account [ ] at [ ] [Bank / Building Society] – [REDACTED]**

**BUYER INVOICING ADDRESS:**

Arts Council England
Finance,

49 Lever St
Manchester
M1 1FN

E: purchase.ledger@artscouncil.org.uk

**BUYER AUTHORISED REPRESENTATIVE:**

[Name] [Position] [Email] [Address] [Telephone]

**BUYER NOTICES**

[Name] [Position] [Email] [Address]

**BUYER SECURITY POLICY:**

[Document Name] [Version] [Date] [Available Online at:]

**PROGRESS REPORT FREQUENCY:**

To be determined during mobilisation

**PROGRESS MEETING FREQUENCY:**

To be determined during mobilisation

**KEY ROLES/STAFF:**

**[REDACTED]**

**KEY SUBCONTRACTORS:**

**[REDACTED]**

**COMMERCIALLY SENSITIVE INFORMATION:**

**[REDACTED]**

**RISK REGISTER:**

Not applicable

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is to be determined during mobilisation [] %.

***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.*

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Signed Underhand.**

**Part B**

**Schedules – See Zip File ‘Arts Council Schedules v1.0’**