

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**AND**

**SUPPLIER**

**FACILITIES MANAGEMENT MARKETPLACE CONTRACT**

**REF: FM Services Marketplace**

**Megalab Leamington Spa - FM Contract**

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

**[Part A - Order Form Template]**

**Contract Number:** CCZI21A01

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

**To the ("SUPPLIER")**

**Name:** Sodexo Ltd

**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 RM 3830 and dated 10 July 2018 for the provision of facilities management services.

**CALL-OFF LOT(S):**

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

|  |  |
| --- | --- |
| **Lot** | **Supplier accreditations required for the Lot** |
| 1b | ISO 9001, ISO 14001 |

**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. Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in equal order of 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 8 (Guarantee)

Joint Schedule 10 (Rectification Plan)

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part A - NOT USED

Call-Off Schedule 2: Part B - 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

 - 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 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 11 (Processing Data)

Call-Off Schedule 12 (ICT Services Terms)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 22 (Call Off Tender)

1. The CCS Core Terms (v3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility).
3. Call-Off Schedule 22 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

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

**CALL-OFF SPECIAL TERMS:**

N/A

**CALL-OFF SCHEDULES NOT USED:**

Joint Schedule 9 – NOT USED

Call-Off Schedule 6 (TUPE Surcharge)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 21 (Performance Bond)

Call-Off Schedule 24 (Scottish Law)

Call-Off Schedule 25 (Northern Ireland Law)

**Effective Date:** 18 February 2021

**Date the Contract Period commences:** 18 February 2021

**Mobilisation Period:** 19 February 2021 – 24 February 2021.

**Start Date / Date the Call-Off Initial Period commences / Date Contract Year 1 commences:** 25 February 2021

**Date Call-Off Initial Period ends):** 24 February 2023

**Call Off Optional Extension Period 1 (start and end dates):** 25 February 2023 – 24 February 2024

**Total maximum Contract Period (not to exceed 10 years):** 25 February 2021 - 24 February 2024

**CALL-OFF DELIVERABLES:**

The following Deliverables shall be provided under this Call-Off Contract: (please Part B for separate zip folder, which contains the following documents, please note Annex C and Annex D are contained within their relevant Call Off Schedule).

Specification (and all of its Annexes and Appendices)

Annex A - RM3830 Deliverables Matrix

Annex B - Processes, Standards and Service Delivery Response Times

Annex C - Key Performance Indicators

Annex D - Payment Mechanism

Annex E - Buyer Specific Requirements

Annex F - Leamington Spa\_Completion\_Brochure\_(Megalabs)

Annex G - Leamington Spa A-SK-20201016-01

Annex H - Leamington Spa - Schedule of Accommodation v1 OFFICIAL SENSITIVE (1)

Annex I - Leamington Spa - Welfare and Logistics - Schedule of Accommodation - Basis of Design

Annex J - Mega Lab Leamington - Preliminary MEP Asset Schedule (Official Sensitive)

Annex K – MLAB1 - Building Services Systems Resilience Schedule (Official Sensitive)

Annex L - Estimated Headcount and Megalab Area Metrics (Megalab Leamington Spa)

Annex M - Leamington Spa - Appendix B Building Services \_ Utilities (Official Sensitive)v1.0

Annex N - Megalab Design Regulations and Codes

Annex O - Car Park Shuttle Bus Map

Annex P - Shuttle Bus Timetable

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period. The required Services during any required phasing of the Megalab Site shall be agreed between the Buyer and Supplier during the Mobilisation Period.

Any agreed adjustments and/or changes 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.

**DRAWN DOWN DELIVERABLES:**

N/A

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and shall be calculated by reference to 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) indexation;

(ii) Specific Change in Law;

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

(iv) 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 Estimated Year One Contract Charges shall be £3,305,110.11.

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation shall only apply from 25 February 2022 and shall be applied on every yearly anniversary of 25 February (including any Extension Periods).

Indexation shall be applied to the Baseline Monthly Payment.

**PASS THROUGH COSTS**

[To be agreed between the Buyer and Supplier during the Contract Period where relevant]

**MORE FAVOURABLE COMMERCIAL TERMS**

* For this framework these will only apply to Pass Through Costs

**TUPE OPTION**

Not Applicable

**VARIATION THRESHOLD**

N/A

**INCLUSIVE REPAIR THRESHOLD**

The Inclusive Repair Threshold shall be: £500

**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  | £251 - £5000 |
| Tier Two Billable Works  | £5001 - £10,000 |
| Tier Three Billable Works  | £10,001 - £25,000 |
| Tier Four Billable Works  | Above £25,000 |

The value of Billable Works not requiring approval is: £250

**BUSINESS CRITICAL EVENTS**

Business Critical Events are as follows:

* Flooding;
* Fire;
* building damage;
* security breach;
* Coordination of clinical waste supplier;
* Further COVID-19 outbreaks affecting Buyer and Supplier Personnel and/or
* power outages.

Any unforeseen event or circumstance which might reasonably be considered to present a material and immediate security or health and safety risk to the Buyer’s Premises, Sites, staff or visitors

Disaster Period: 1 day

Please see Call Off Schedule 8 – Business Continuity and Disaster Recovery for details in relation to the requirements for the draft BCDR plan during the Mobilisation Period.

**METHOD OF PAYMENT**

REDACTED

**BUYER INVOICING ADDRESS:**

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

**PROGRESS REPORT FREQUENCY:**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY:**

Quarterly on the first Working Day of each quarter

**KEY ROLES/STAFF:**

REDACTED

**KEY SUBCONTRACTORS:**

REDACTED

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Individual service costs are deemed commercially sensitive.

**SERVICE PERIOD:**

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

**KPI CREDITS, AT RISK % AND EARN BACK%:**

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

(i) the At Risk % shall be: 6 % and

(ii) the Earn Back % shall be: 50%

**RISK REGISTER:**

REDACTED

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 25 %.

**CONCESSION:**

The provision of the Deliverables may require the operation of a concession as described below in accordance with the Call-Off Schedule 18 (Concession Agreement). **(The full scope of the Concession Agreement if required by the Buyer shall be agreed between Buyer and Supplier during the Contract Period**):

|  |  |
| --- | --- |
| **Concession Business** | [***Set out a description of the concession business*** |
| **Concession Location**  | ***Set out a description of where the concession is to be operated*** |
| **Concession Term** | The right to operate the Concession Business will come into force on [***Insert start date***] and, subject to earlier termination as provided for in Clause 10 [Ending the contract], will continue in full force and effect until [***Insert details of duration - this may be the same as the duration of the Contract itself or may be for a shorter duration***]  |
| **Supplier Concession Equipment** | [***Insert details of any equipment which the Supplier is entitled to install at the Concession Location and which will be used in relation to the operation of the Concession Business]*** |
| **Concession Fee** | [***Set out the pricing provisions relating to the Concession - consider whether this will be positive (where the Supplier pays the Buyer a fee to permit it to operate the Concession Business), negative (where the Buyer subsidises the operation of the Concession Business) or neutral (where no fee is paid by either party to the other in relation to the operation of the Concession Business)******Consider whether the Concession Fee should be captured in Call Off Schedule 5 (Pricing) and cross referenced from here*** |
| **Concession Hours of Operation** | ***Set out the hours during which the Concession Business should be open for operation*** |
| **Buyer Concession Equipment** | ***Set out the equipment to be provided to the Supplier to assist it in operating the Concession e.g. cooking equipment, tables, etc.*** |
| **Facilities** | ***Set out the facilities to be provided to the Supplier to assist it in operating the Concession e.g. cooking equipment, tables, electricity, heating, etc.*** |
| **Facilities and Equipment Costs** | ***Set out any charges that the Buyer will raise on the Supplier in relation to the provision of the Facilities e.g. recharge for electricity consumed*** |
| **Concession Special Terms** | ***Set out any special terms applicable to the operation of the Concession Business*** |

**COLLATERAL WARRANTIES**

Not Applicable

**PERFORMANCE BOND**

Not Applicable or

**CALL-OFF GUARANTEE**

The Supplier shall give to the Buyer a guarantee by the Call-Off Guarantor of the Supplier’s performance in the form of the Call-Off Guarantee

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Tender:

REDACTED

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

IN WITNESS WHEREOF the Parties hereto have caused this Call-Off Contract to be executed and delivered on this date:

EXECUTED for and on behalf of the Supplier and Department of Health and Social Care (The Buyer)

|  |
| --- |
| **For and on behalf of the Buyer:** |
| Signature: | REDACTED  |
| Name: | REDACTED  |
| Role: | Director Level |
| Date: | 19 February 2021 |

Signed as a Deed in the presence of:

|  |
| --- |
| **For and on behalf of the Supplier:** |
| Signature: | REDACTED  |
| Name: | REDACTED  |
| Role: | Director Level |
| Date: | 18 February 2021 |

EXECUTED as a deed for and on behalf of the Buyer, Department of Health and Social Care

Signed as a Deed in the presence of:

**Part B**

**Call-Off Schedules**

**Core Terms**

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**Joint Schedules**

REDACTED

**Call Off Schedules**

REDACTED

**Specification (and Annexes)**

REDACTED

**Clarification Log**

REDACTED

**Price Matrix Correspondence**

REDACTED