

**HOME OFFICE**

**AND**

**Mitie Limited**

**SECURITY SERVICES AT HOME OFFICE CONTINGENCY ACCOMMODATION**

**LOT 1A**

**SECURITY SERVICES**

**REF: RM6089**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

**Part A - Order Form**

**Contract Number:** CCZX22A17

**Home Office Contract Number:** C23181

**From the ("Buyer "):** Home Office

**Buyer Address:** 2 Marsham Street, London, SW1P 4DF

**To the ("SUPPLIER")**

**Name:** MITIE LIMITED

**Registered Address:** Redacted Under FOIA, Section 40, Personal Information

**Registered Number:** Redacted Under FOIA, Section 43, Commercial Interests

**DUNS Number:** Redacted Under FOIA, Section 43, Commercial Interests

**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 12 August 2022 for the provision of facilities management services.

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

This Call-Off Contract is in relation to the following Lot 1a

|  |  |  |
| --- | --- | --- |
| **Lot** | **Tick as appropriate** | **Supplier accreditations required for the Lot** |
| 1a | **√****√****√****√****√****√****√****√****√** | ISO 9001 ISO 14001 OHSAS 18001Cyber Essentials BasicMember of Contractor Scheme (ACS)Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security InspectorateBSIA – British Security Industry AssociationSIA - Security Industry Authority.IPSA - International Professional Security AssociationSSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment ServicesISOQAR – Alcumus |

**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:

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call-Off Schedule 9 (Security)

Call-Off Schedule 28 (Call Off Specification)

Call Off Schedule 4 (Facilities Management)

Call Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 2 (Staff Transfer)

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

Call-Off Schedule 2: Part D (Pensions)

 - Annex D1a (CSPS) and Annex D1b (MOD)

 - Annex D2 (NHSPS)

 - Annex D3 (LGPS)

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

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

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)

 Joint Schedule 8 (Guarantee)

Call-Off Schedule 15 (Contract Management)

Joint Schedule 10 (Rectification Plan)

Call-Off Schedule 16 (Benchmarking)

Joint Schedule 2 (Variation Form)

Schedule 4 (Commercially Sensitive Information)

1. The FM Core Terms (vFM2)
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.

**SCHEDULES NOT USED IN THIS CONTRACT:**

Call Off Schedule 26 Scottish Law

Call Off Schedule 27 Northern Ireland Law

Call-Off Schedule 20 (Clustering)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 6A (TUPE Surcharge)

* Option 1 – Further Competition TUPE Risk Premium

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

3 only

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 12 (ICT Services Terms)

Call-Off Schedule 21 (Performance Bond)

**CALL-OFF SPECIAL TERMS:**

**EFFECTIVE DATE: 19 August 2022**

**DATE THE CONTRACT PERIOD COMMENCES: 16 September 2022**

**MOBILISATION PERIOD: 19 August 2022 to 15 September 2022**

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: 16 September 2022**

**DATE CALL-OFF INITIAL PERIOD ENDS: 15 September 2023**

**CALLOFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): 16 September 2023 to 15 March 2024**

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): 16 March 2024 to 15 September 2024**

**TOTAL MAXIMUM CONTRACT PERIOD (not to exceed 10 years): 16 September 2022 to 15 September 2024**

**CALL-OFF DELIVERABLES:**

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

The Deliverables per building, building locations, and Deliverables volume requirements are detailed within Attachment 3 - Specification and associated Annexes and shall be provided under this Call-Off Contract.

as further described in Call Off Schedule 28 (Call-Off Specification)

**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 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 Contingency Accommodation;

●      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 Premises: 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 Security Services at Home Office Contingency Accommodation Contract the Buyer may require additional Contingency Accommodation and/or the removal of some Deliverables that are in line with the scope of the Workplace Services (FM Marketplace Phase 2) Framework Agreement RM6089. Any requests for the removal or increase 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. Any removal of the required Deliverables and/or Contingency Accommodation shall be in line with Attachment 3 – Specification (Annex E – Additional Requirements).

**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:

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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) Call Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms');

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

**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.

**YEAR ONE CONTRACT CHARGES**

The contract value for the initial contract term of 12 months is £53,230,915.85. This contract also has the option to extend by two periods, each of six months. When these two extensions are taken into account, the contract value increases to £106,461,832 for the 24-month period, assuming the same level of demand.

CCS is managing this procurement in accordance with the Public Contract Regulations 2015. This is a call-off contract and as such the buyer cannot guarantee volume and/or the value of work.

**ADDITIONAL INSURANCES**

**Insert** Not applicable

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from the first 12-month anniversary from the Start Date: 16 September 2022 and shall be applied on every yearly anniversary of 16 September.

Indexation shall be applied to costs directly associated with wages, pensions or other staff related salary costs.

Indexation shall be measured from the tender month (June 2022) until 3 months (June 2023) prior to the application date (September 2023).

**PASS THROUGH COSTS**

To be confirmed during the Contract Period by agreement between the Parties.

**TUPE OPTION**

Not Applicable

**VARIATION THRESHOLD**

Not Applicable

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLD**

Not Applicable

**BILLABLE WORKS**

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

|  |  |
| --- | --- |
| **Tier** | **Estimated total value range**  |
| Tier One Billable Works  | £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 to be determined during the Mobilisation period.

Disaster Period: 2 Hours

**BILLABLE WORKS NOT REQUIRING APPROVAL**

The value of Billable Works not requiring approval is: Zero

**METHOD OF PAYMENT**

**BUYER INVOICING ADDRESS:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER AUTHORISED REPRESENTATIVE:**

Redacted Under FOIA, Section 40, Personal Information

**BUYER NOTICES**

Home Office Commercial Directorate 2 Marsham Street London SW1 4DF

**BUYER SECURITY POLICY:**

<https://www.gov.uk/government/collections/government-security>

**FINANCIAL REPORTS**

2 Weekly

**PROGRESS REPORT FREQUENCY:**

2 Weeks

**PROGRESS MEETING FREQUENCY:**

2 Weeks

**KEY ROLES/STAFF:**

Redacted Under FOIA, Section 40, Personal Information

**KEY SUBCONTRACTORS:**

Redacted Under FOIA, Section 43, Commercial Interests

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Redacted Under FOIA, Section 43, Commercial Interests

**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%:**

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**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 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)

**PERFORMANCE BOND**

Not Applicable

**CALL-OFF GUARANTEE**

The Supplier shall give to the Authority 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.

**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.

**SIGNATURE AS A CONTRACT**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  | Redacted Under FOIA, Section 40, Personal Inform | Signature:  | Redacted Under FOIA, Section 40, Personal Inform |
| Name:  | Redacted Under FOIA, Section 40, Personal Inform | Name:  | Redacted Under FOIA, Section 40, Personal Inform |
| Role:  | Redacted Under FOIA, Section 40, Personal Inform | Role:  | Redacted Under FOIA, Section 40, Personal Inform |
| Date:  | 16th August 2022  | Date:  |  19 August 2022 |

**Part B**

**Call-Off Schedules**

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