

DEPARTMENT OF HEALTH AND SOCIAL CARE

AND

MITIE FM LIMITED

COVID 19 SITE SERVICES- FM CONTRACT

RM3830/L1C FACILITIES MANAGEMENT

CONTRACT REFERENCE: CCZI20A17

ORDER FORM
[Part A - Order Form]

Contract Number: CCZI20A17

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

To the ("SUPPLIER")

Name: MITIE FM LIMITED

Redacted Under FOIA, Section 40, Personal Information

Registered Number: 03253304

DUNS Number: 525682399

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): RM3830 Lot 1c

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

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1c	✓	ISO 9001, ISO 14001, ISO 27001, Cyber Essentials Plus

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. For the avoidance of doubt, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Schedule 24 - Special Terms.
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data) – To be agreed during mobilisation
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in equal order of precedence:
 - Joint Schedule 2 (Variations)
 - 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)

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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 (Staff Transfer At Start Date – Transfer From Former Suppliers)
 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) (NOT USED)
 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 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 Services Terms)
Call-Off Schedule 13 (Mobilisation Plan and Testing)
Call-Off Schedule 14 (Key Performance Indicators)
Call-Off Schedule 15 (Contract Management)

6. The CCS Core Terms (v3.0.2)
7. Joint Schedule 5 (Corporate Social Responsibility).
8. 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: Special Terms shall be incorporated into this Call-Off Contract. Please see Call-Off Schedule 24 – Special Terms.

CALL-OFF SCHEDULES NOT USED:

Call-Off Schedule 16 (Benchmarking)
Call-Off Schedule 17 (MoD Terms)
Call-Off Schedule 18 (Concession Agreement)
Call-Off Schedule 19 (Collateral Warranty Agreements)
Call-Off Schedule 20 (Clustering)
Call-Off Schedule 21 (Performance Bond)
Call-Off Schedule 23 (Redundancy Surcharge)
Call-Off Schedule 24 (Scottish Law)
Call-Off Schedule 25 (Northern Ireland Law)

CONTRACT DATES

Effective Date: 25/06/2021

Date the Contract Period commences: 25/06/2021

Mobilisation Period: Up to a maximum of three (3) Months: 25/06/2021 - 21/07/2021

Start Date / Date the Call-Off Initial Period commences / Date Contract Year 1 commences: 01.59hrs on 25/06/2021

Date Call-Off Initial Period ends: 01.59hrs 25/06/2022

CALL-OFF OPTIONAL EXTENSION PERIODS:

Call Off Optional Extension Period: One period of 6 months only: **25/06/2022 - 25/12/2022**

Note: The Call-Off Initial Period is 12 months with the option for the Buyer to extend by a period of 6 months only. If the option to extend is exercised, the Services will continue to be carried out in accordance with the terms of the Call-Off Contract (including the Charges). This is to allow sufficient flexibility due to the nature of the current Pandemic and the potential future services requirements.

Total maximum Contract Period (not to exceed 18 months): 25/06/2021 – 25/12/2022

CALL-OFF DELIVERABLES:

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

Appendix Ai - Attachment 3 – Specification & Annexes as amended by Appendix G – Final Clarification Log v24.0

CALL-OFF DELIVERABLES SITE ALLOCATION:

Appendix Aii – Site Allocation

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically:

During the Contract Period the Buyer may add or remove any individual Testing Facilities or any combination of Testing Facilities from the scope of this Call-Off Contract. Where the Buyer elects to do so, this shall be implemented in accordance with Special Term 6 (Adding and Removing Testing



Facilities) and the variation procedure set out in clause 24 (Changing the contract) of the Core Terms and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

DRAWN DOWN DELIVERABLES: N/A

CALL-OFF CHARGES:

Appendix B – Price Schedule

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:

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

- (i) Specific Change in Law;
- (ii) Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms).

MAXIMUM LIABILITY

The limitation of the Buyer's liability set out in clause 11.2 of the Core Terms shall not apply to this Call-Off Contract.

The Buyer's total aggregate liability (excluding any liability to pay the Charges) under this Call-Off Contract (whether in tort, contract or otherwise) shall be limited to £5,000,000 (five million pounds) for the Contract Period.

The Supplier's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) shall instead be limited to 6% of the Contract Value for the Contract Period.

ESTIMATED YEAR ONE CONTRACT CHARGES

Redacted Under FOIA, Section 43, Commercial Interests

[TUPE risk premium charges will be agreed during mobilisation and varied into the contract once agreed by the parties]

INDEXATION

NOT USED

PASS THROUGH COSTS

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

To be confirmed during mobilisation.

MORE FAVOURABLE COMMERCIAL TERMS

- For this framework these will only apply to Pass Through Costs.

TUPE OPTION

Option 2 Further competition TUPE Risk Premium

VARIATION THRESHOLD

Not Applicable

INCLUSIVE REPAIR THRESHOLD

The Inclusive Repair Threshold shall be: £0.00

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 – One Quote	£1001.00 - £2500.00
Tier Two Billable Works – Three Quotes	£2501.00 - £100,000.00
Tier Three Billable Works – Three Tenders	£101,000.00 - £250,000.00
Tier Four Billable Works – Five Tenders	£251,000.00 and above

The value of Billable Works not requiring approval is: £1000 per event

BUSINESS CRITICAL EVENTS

Business Critical Events are as follows:

- Flooding,
- fire,
- building damage,
- security incidents
- power outages
- COVID-19 outbreaks affecting personnel which result in site closure

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 unless otherwise agreed with the Buyer.

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METHOD OF PAYMENT

Redacted Under FOIA, Section 40, Personal Information

BUYER INVOICING ADDRESS:

Redacted Under FOIA, Section 40, Personal Information

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:

Monthly on the first Working Day of each quarter or otherwise advised by the Buyer

KEY ROLES/STAFF:

Please refer to Appendix J for details.

KEY SUBCONTRACTORS:

Appendix E – Key Subcontractors.

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%:

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: **Redacted** Under FOIA, Section 43, Commercial Interests of the monthly payment subject to performance adjustment.

RISK REGISTER:

Type of Risk	Location of Risk	Further Detail
Shutdown of sites before contract end	UK	Supplier Risk

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% in accordance with Government SME spend agenda.

PERFORMANCE BOND

NOT USED

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 (Joint Schedule 8 – 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 Call-Off Tender: Appendix F - Social Value Commitments

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.

This Call-Off Contract shall be executed underhand.

Ref: **CCZI20A17 Covid 19 - FM Services Testing Sites Contract**
Order Form

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted Under FOIA, Section 40, Personal Information	Signature:	Redacted Under FOIA, Section 40, Personal Information
Name:	Redacted Under FOIA, Section 40, Personal Information	Name:	Redacted Under FOIA, Section 40, Personal Information
Role:	Redacted Under FOIA, Section 40, Personal Information	Role:	Redacted Under FOIA, Section 40, Personal Information
Date:	Redacted Under FOIA, Section 40, Personal Information	Date:	Redacted Under FOIA, Section 40, Personal Information

Part B – Schedules & Appendices List

The following appendices form accompany this Order Form and are provided under separate cover:

- Appendix Ai - Attachment 3 – Specification and Annexes
- Appendix Aii - Site Allocation
- Appendix B - Price Schedule
- Appendix C - Call-Off Schedules
- Appendix D - Joint Schedules & Core Terms
- Appendix E - Key Subcontractors
- Appendix F - Social Value Commitments
- Appendix G - Final Clarification log v24.0
- Appendix H - Commercial Clarification Log
- Appendix I - Car Sharing Response
- Appendix J – Key Roles