

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**AND**

**MITIE FACILITIES MANAGEMENT LTD**

**DHSC COVID 19 SITE SERVICES - FM CONTRACT**

**RM3830/L1C FACILITIES MANAGEMENT**

**CONTRACT REFERENCE: CCZI20A17**

## CALL-OFF SCHEDULE 13 (OPTIONAL)

### PART A

#### MOBILISATION PLAN

##### 1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Mobilisation Plan;
<b>"Deliverable Item"</b>	1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Mobilisation Plan;

##### 2. FORMATION OF MOBILISATION PLAN

- 2.1 The Supplier shall provide a draft Mobilisation Plan 7 days after the Call-Off Contract Start Date. Annex A provides a draft Mobilisation Plan template that can be tailored.
- 2.2 The draft Mobilisation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively of all required Testing Facilities and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Mobilisation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Mobilisation Plan 7 days after the approval of the draft Mobilisation Plan. If the Parties are unable to agree the contents of the Mobilisation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Mobilisation Plan by the date assigned to that Deliverable Item in the Mobilisation Plan so as to ensure that each Milestone identified in the Mobilisation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Mobilisation Plan and Milestones (if any) and report to the Buyer on such performance.

##### 3. MOBILISATION PLAN

- 3.1 The Mobilisation Period will be a maximum of a (3) three month period (unless stated otherwise in the Order Form) commencing on the Start Date as stated in the Order Form..
- 3.2 During the Mobilisation Period, the Former Supplier shall retain full responsibility for agreed Testing Facilities for all existing services until the Services have been successfully transitioned to

the Supplier or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed for each relevant Testing Facility once the transition has been signed off by all parties (using Annex A - Testing Facility Sign-Off Sheet (Mobilisation Period) of Call Off Schedule 24 – Special Terms) but shall be no later than the end of the Mobilisation Period as set out in the Order Form (unless otherwise agreed between the Buyer and Supplier).

3.3 In accordance with the Mobilisation Plan, the Supplier shall:

- 3.3.1 work cooperatively and in partnership with the Buyer, Former Supplier, and other framework supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 3.3.2 work with the Former Supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services for each Testing Facility in line with the Mobilisation Plan;
- 3.3.3 liaise with the Former Supplier to enable the full completion of the Mobilisation Period activities for each Testing Facility; and
- 3.3.4 produce a Mobilisation Plan (post approval of the draft Mobilisation Plan), to be agreed by the Buyer, for carrying out the requirements within the Mobilisation Period including, key Milestones and dependencies.

3.4 The Mobilisation Plan will include detail stating:

- 3.4.1 how the Supplier will work with the Former Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 3.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

3.5 In addition, the Supplier shall:

- 3.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 3.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 3.5.3 produce a mobilisation report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.5.4 manage and report progress against the Mobilisation Plan;
- 3.5.5 construct and maintain a mobilisation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

- 3.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Mobilisation Period. Mobilisation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 3.5.7 ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between Former Supplier and the Supplier.

#### **4. CONTROL OF AND CHANGES TO MOBILISATION PLAN**

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Mobilisation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Mobilisation Plan.
- 4.3 Changes to any Milestones and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Time in relation to compliance with the Mobilisation Plan shall be of the essence and failure of the Supplier to comply with the Mobilisation Plan shall be a material Default.

#### **5. INTERACTION WITH STAKEHOLDERS DURING THE MOBILISATION PERIOD**

- 5.1 In order for the Supplier to be able to assume its duties, during the Mobilisation Period the Supplier shall undertake the routine examinations and inspections of the Buyer Premises and consider the Deliverables that it will provide during the Contract Period.
- 5.2 The Supplier shall familiarise itself within 7 days following the Call-Off Start Date with the Buyer Premises and the needs of the building users.
- 5.3 As a result of the familiarisation, the Supplier shall ensure that it is appropriately equipped to deal with the level of liaison and stakeholder management required, to include, but not be limited to:
  - 5.3.1 liaison
  - 5.3.2 transition / mobilisation requirements between Former Supplier and Supplier;
  - 5.3.3 testing schedules and forecasts;
  - 5.3.4 reporting;
  - 5.3.5 co-ordination and provision of Services;
  - 5.3.6 attendance at meetings;
  - 5.3.7 new site set-up requirements and/or changes to sites; and
  - 5.3.8 management and resolution of stakeholder issues.
- 5.4 By the end of the Mobilisation Period, the Supplier shall ensure that all the necessary arrangements to facilitate the continuous performance of its obligations under the Contract are assessed, and if required implemented, at and/or within the Buyer Premises.
- 5.5 The Supplier shall conduct site visits to Buyer Premises where weaknesses in asset data have been identified, to reassess the accuracy of the data.
- 5.6 Further details of the stakeholder management obligations shall be provided by the Buyer to the Supplier during the Mobilisation meeting.

**6. SECURITY DURING THE MOBILISATION PERIOD**

- 6.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place as required for each Testing Facility during the Mobilisation Period. The Supplier shall ensure that this is reflected in their Mobilisation Plans where applicable.
- 6.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 6.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 6.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 6.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 6.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

**7. NOT USED**

**8. RECTIFICATION OF DELAY IN MOBILISATION**

- 8.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 8.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 8.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 8.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 8.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

**9. DELAY PAYMENTS**

- 9.1 If Delay Payments have been included in the Mobilisation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Mobilisation Plan) and the following provisions shall apply:
  - 9.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

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- 9.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Core Terms Clause 10.4 (When CCS or the Buyer can end this contract); or
  - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Mobilisation Plan commencing on the relevant Milestone Date;
- 9.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 9.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 9.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Core Terms Clause 11 (How much you can be held responsible for) or the Order Form.

**ANNEX: MOBILISATION PLAN**

**REDACTED** FOIA Section 43, Commercial Interests

**PART B – NOT USED**