



Crown
Commercial
Service

Attachment 1 – About the Direct Award

RM3830 Facilities Management – Sub-Lot 1A

1. Welcome

- 1.1. As a Supplier of Sub-Lot 1a of RM3830 - Facilities Management Marketplace, based on your service capability and geographical coverage, you have been down-selected as an eligible Supplier for this Direct Award.
- 1.2. Your Framework Prices have been calculated and ranked against other eligible Sub-Lot 1a Suppliers on the basis of the Buyers requirement for Facilities Management Services (See Attachment 2 – Statement of Requirements and Attachment 3 – Price Schedule).
- 1.3. You are the first ranked Supplier in terms of lowest 'Total Charges' this Buyers requirements and therefore you have received this Direct Award Offer.
- 1.4. **Attachment 1 - About the Direct Award** – This document outlines where to find key information about this procurement, how to ask questions, and things to be aware of.
- 1.5. There are 3 additional attachments that make up this Direct Award Pack:
 - 1.5.1. Attachment 2 – Statement of Requirements
 - 1.5.2. Attachment 3 - Price Schedule
 - 1.5.3. Attachment 4 - Order Form and Additional Schedules
- 1.6. Make sure you **read all the attachments**. The guidance, information and instructions that we provide are there to help you to make your best proposal.
- 1.7. If anything isn't clear, see 4. 'When and how to ask questions'.

2. The Opportunity

- 2.1. This Process seeks to establish a Contract for the purchase of Facilities Management Services. The Services are outlined within Attachment 2 - Statement of Requirements.
- 2.2. The Contract will be for an initial Call-Off Period, potentially following by 1 or 2 Optional Extension Periods. Details of these can be found in Attachment 4 – Order Form.

- 2.3. The Assessed Value of the Contract falls within the allowable total contract value of a maximum of £1.5m. On this basis, Direct Award procurement route under Sub-Lot 1A of RM3830 was selected as a viable procurement route in accordance with Framework Schedule 7 – Call-Off Procedure.
- 2.4. The Contract will be between yourself (the Supplier) and the Buyer (not Crown Commercial Service).
- 2.5. The Contract is being offered under Crown Commercial Service RM3830 Facilities Management Marketplace, the Terms and Conditions of which will govern any resultant Contract.
- 2.6. Crown Commercial Service is managing this Procurement in accordance with the Public Contracts Regulations 2015.
- 2.7. The Buyer cannot guarantee volumes of Billable Works under any resultant contract.
- 2.8. Remember that the full specification is in Attachment 2 - Statement of Requirements.

3. What you need to know

3.1. What ‘we’ and ‘you’ means

- 3.1.1. When we use ‘CCS’, ‘we’, ‘us’ or ‘our’ we mean the Crown Commercial Service.
- 3.1.2. When we use ‘Buyer’, ‘Contracting Authority’, ‘Customer’, ‘Authority’ or ‘Client’ we mean the specific department/organisation who the goods/services will be delivered to and to whom you will enter into any resultant contracts.
- 3.1.3. When we use ‘you’, ‘your’ or ‘yourself’ we mean your organisation, or the organisation you represent, in this process.
- 3.1.4. We are conducting the process on behalf of the Buyer for this requirement.
- 3.1.5. The Public Contracts Regulations 2015 (“the Regulations”) regulate how we interact and award contracts against this process. This means that we and you have to follow processes that are fair, transparent and equitable.

3.2. The Direct Award Supplier Ranking Process

- 3.2.1. We are running this Direct Award Process using the RM3830 Facilities Management Marketplace Lot 1a. This means that you have been deemed the most competitive supplier for the services require

- 3.2.2. Contract pricing is calculated using Direct Award service pricing/rates submitted within suppliers Framework pricing tender. Contract pricing was calculated at the point the Buyer created and ran a search online via the digital tool.

4. Timelines For The Direct Award Process

- 4.1. The key Contractual dates are detailed in Attachment 4 – Order Form – dates such as the mobilisation start date, service start date etc. Please ensure you read these dates and will be able to comply to them.
- 4.2. For this Direct Award Offer, the first key timeline is that the Offer must be accepted or decline within 2 working days from the issue of this pack.

5. Asking Questions and How to Respond

5.1. Asking Questions

- 5.1.1. We hope everything is clear after you've read this Direct Award Pack. If you have any questions, you need to ask them within the accept/decline timelines – maximum of 2 working days from the issue of this document. This gives you the chance to check that you understand everything before you accept or decline the Direct Award Contract.
- 5.1.2. Remember that you can ask questions about the process but please do not attempt to 'negotiate' the existing Commercial Agreement terms. All contract awards will be subject to the terms and conditions identified in this Direct Award Pack.

5.2. How to Respond

- 5.2.1. You must respond to this Direct Award Offer online via the portal from which you received this offer.
- 5.2.2. If you decline the offer, you will be excluded from the Direct Award process and a Direct Award Offer will be made to the next ranked Supplier capable of delivering the Service Requirements.

6. Making The Process Work

- 6.1. We run our Direct Award processes so that they are fair and transparent. This section sets out the rules of this process.
- 6.2. **What you can expect from us**

6.2.1. We will not share any information from your proposal with third parties, apart from stakeholders in the process, which you have identified as being confidential or commercially sensitive. However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

6.3. Contracting arrangements

6.3.1. Only you or, as applicable, your subcontractors (as set out in your proposal) can provide goods and/or services through the contract.

6.4. Conduct and conflicts of interest

6.4.1. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:

- Collude with others over the Direct Award process. However, you may work in good faith with a proposed partner, supplier, subcontractor or provider of finance;
- Canvass our staff or advisors about this Direct Award process;
- Try to get information from any of our and/or the Buyer's staff or advisors about this Direct Award process.

6.4.2. You must ensure that no conflicts of interest exist between you and us and you and the Buyer. If you do not tell us about a known conflict, this may later affect our ability to offer a contract.

6.5. Confidentiality and Freedom of Information

6.5.1. You must keep the contents of this Direct Award Pack confidential. This obligation does not apply to anything you have to do to:

- Participate in the Direct Award process;
- Comply with a legal obligation.

6.6. Publicity

6.6.1. You must not publicise the deliverables or the award of any contract unless we and the Buyer have given written consent. For example, you are not allowed to make statements to the media about any contract award without prior consent.

6.7. Our rights

6.7.1. We reserve the right to:

- Waive or change the requirements of this Direct Award Pack from time to time without notice;
- Verify information, seek clarification or require evidence or further information from you in relation to this Direct Award;
- Withdraw this Direct Award Pack at any time;
- Choose not to award a contract as a result of the process;
- Make any changes to the timetable, structure or content of the process;
- Stop the process/not award a contract if:
 - You cannot meet the requirements for this Direct Award;
 - You provide false or misleading information;
 - The change in the contracting arrangements would result in a breach of procurement law;
 - For any other reason provided in this Direct Award Pack;
 - For any reason set out in the Public Contract Regulations 2015.

6.8. Consequences of misrepresentation

6.8.1. If a serious misrepresentation by you induces us to enter into a contract with you, you may be:

- excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;

6.8.2. Sued by us for damages, and we may rescind the contract under the Misrepresentation Act 1967.

6.8.3. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

6.8.4. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).

6.9. Direct Award Process Costs

6.9.1. We will not pay your costs incurred during this Direct Award process for any reason, for example if we terminate or amend the process.

6.10. Warnings and disclaimers

6.10.1. We will not be liable:

- Where parts of the Direct Award Pack are not accurate, adequate or complete;
- For any written or verbal communications.

6.10.2. You must carry out your own due diligence and rely on your own enquiries.

6.10.3. This Direct Award Pack is not a commitment by us to enter into a contract.

6.11. Intellectual Property Rights

6.11.1. The Direct Award Pack remains our property. You must use the Direct Award Pack only for this process.

6.11.2. You allow us to copy, amend and reproduce your proposal so we can:

- Run the direct award process;
- Comply with law and guidance;
- Carry out our business.

6.11.3. Our advisors, subcontractors and the Contracting Authority can use your proposal for the same purposes.

7. Be Aware

7.1. Management Information and Management Charge

7.1.1. If you are awarded a Contract as a result of this Direct Award process, you will need to add this information to the submission of Management Information that you make to Crown Commercial Service on a monthly basis.

7.1.2. This information will then be used by Crown Commercial Service to calculate the management charges you must pay for sales made through the RM3830 Framework Agreement. See Framework Schedule 5 (Management Charges and Information).

7.1.3. The Management Charges, excluding VAT, will be an amount equal to 1% of all Charges for the Deliverables invoiced to the Buyer under the Call-Off Contract.

- 7.1.4. Under no circumstances should this be invoiced to the Buyer. It is a charge made by Crown Commercial Service to the winning Supplier each Month of the Contract Period.

7.2. Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

- 7.2.1. Attachment 4 – Order Form will indicate whether or not we think that TUPE may apply to this Call-Off Contract.
- 7.2.2. TUPE applies if Services, which are fundamentally the same as those we are attempting to source under this Direct Award, are currently being provided in-house, or by a supplier. The responsibility for delivering those or comparable services will transfer to the Supplier who is awarded the Call-Off Contract.
- 7.2.3. If TUPE may apply it is up to the incumbent supplier and the Supplier who is awarded the Call-Off Contract to agree the extent to which TUPE is to apply, during the Mobilisation Period of any Contract that is awarded. Please read Call-Off Schedule C2 Staff transfer and C6 TUPE Surcharge, which sets out the provisions if TUPE is to apply.
- 7.2.4. It is your responsibility to take your own advice and consider whether TUPE is likely to apply and to act accordingly. You are encouraged to carry out your own due diligence exercise.
- 7.2.5. For the purposes of this competition, TUPE Surcharge will be calculated on the basis of Direct Award TUPE Risk Premium. Further information can found in Call Off Schedule 6 (TUPE Surcharge).

7.3. Payment of Mobilisation Costs

- 7.3.1. Mobilisation payment is calculated via a percentage uplift to Direct Award prices as set out within Attachment 3 – Price Schedule.
- 7.3.2. The Mobilisation Period is detailed in Attachment 4 - Order Form.