

MITIE TECHNICAL SERVICES & INTEGRATED FACILITIES MANAGEMENT

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1. Introduction

- 1.1 The following “Contractor Operational Procedures and Reporting Requirements” is a set of requirements that the Contractor must adhere to. A failure to adhere to these requirements may result in delay to the payment of an invoice, or non-payment, until such time as the Contractor complies with these requirements in the prescribed timescale and format.

2. Definitions

In this “Contractor Operational Procedures and Reporting Requirements” all capitalised terms shall have the same meaning and interpretation as assigned to them in the Mitie Framework Agreement, Mitie Services Agreement, “Invoice Instructions” and as follows:

- 2.1 **Annual PPM Plan:** means a schedule of Planned Preventative Maintenance activities agreed between the parties that reflects the Works the Contractor has been engaged by Mitie to deliver over a 12-month period, or such other period as may be requested from time to time and documented in a program or plan;
- 2.2 **Call Off Purchase Order:** means blanket order, blanket purchase agreement or call-off order which Mitie has placed with its Contractor to allow multiple Works over a specified period of time to be instructed, and takes advantage of streamlining processes and administration between Mitie and its Contractor, where there is a recurring need, and which Purchase Order value will have a maximum financial limit applied;
- 2.3 **Completed:** means the Contractor has responded to the Work Order received from Mitie, contained the issue/delivered the Services that gave rise to the Work Order, completed the Works, provided confirmation of the time and date of those completed works, and submitted the Supporting Documentation evidencing completion as required and referenced in the “Contractor Operational Procedures and Reporting Requirements”;
- 2.4 **Compliance Certificate:** means such certificate, report(s) and/or record(s) as required by applicable law or regulation and/or as recommended under any code of practice for the applicable asset(s) to provide adequate evidence of testing, inspection and/or maintenance in accordance with the applicable law and/or code of practice and certified by a competent authority;
- 2.5 **Emergency Works:** means Reactive Works which due to their nature have the potential to cause serious harm to people or property or is a problem affecting Health, Safety, Security or the ability of the Client to trade and have been logged with a priority classification which requires a 2-hour or 4-hour response;
- 2.6 **Helpdesk:** means the facility and central point of communication established and operated by Mitie to manage and co-ordinate the provision of Works to its clients;
- 2.7 **Make Safe:** means to ensure the risk of harm to people or further damage to property is removed and the site/property/asset is secure.
- 2.8 **Maximo:** means the Computer-Aided Facilities Management system that Mitie uses to support the delivery of facilities management activities;
- 2.9 **Method Statement:** means a document that provides comprehensive and specific communication of the necessary safe methods of working to the personnel carrying out the Works, fully considering the hazards, risks and control measures. Whilst not required for every

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task, they are to be used for comprehensive and non-standard tasks, particularly those where there is a known high risk, the task involves a number of trades or contractors, major plant refurbishment or construction and it would be reasonably expected that a method statement must be provided. It is sometimes referenced as a “safe system of work”.

- 2.10 **Out of Hours:** this means between 17:00 hours and 08:00 hours Monday to Friday, all day Saturday and Sunday and Bank Holidays, in the context of a Contractor receiving a Work instruction. It does not mean the point at which a Contractor may charge it's Out of Hours rate which hours are defined in the Mitie Framework Agreement;
- 2.11 **Planned Preventative Maintenance:** means the planned maintenance of the Assets, Asset Systems and the Sites throughout each year of the Agreement to maintain the Assets, Asset Systems and the Sites in accordance with maintenance requirements and the Annual Maintenance Plan agreed with Mitie;
- 2.12 **Physical Completion:** means the date and time that the Works described within a Work Order are deemed to have been Completed to the required standard and the date of completion has been reported to Mitie and entered into Mitie's Maximo system;
- 2.13 **Purchase Order:** means a commercial instrument issued by Mitie to the Contractor which captures the nature of the Works the Contractor has been instructed to deliver and includes the type, quantity and a financial value, which financial value must not be exceeded by the Contractor in the performance of the Works;
- 2.14 **Purchase Order Requestor:** means Supply Chain Planner and is the reference shown on a Purchase Order of the named Mitie individual who has raised and administrated the Purchase Order and issued to the Contractor;
- 2.15 **Quotation;** means a formal statement of promise submitted by the Contractor in response to a request for a quotation by Mitie to supply specified Goods, Services or Works at a fixed price that cannot be changed once accepted by Mitie;
- 2.16 **Reactive Works:** means any unplanned maintenance or asset replacement required to ensure Compliance with the service requirements carried out as a result of a Work Order;
- 2.17 **Risk Assessment:** means a careful examination that considers the hazards and risks expected during a task and determines the precautions to be taken to prevent harm, loss or damage. Identified hazards are to be recorded and wherever eliminated. Associated risks are minimised as far as reasonably practicable and controlled to reduce the likelihood and severity of harm.
- 2.18 **Schedule of Rates:** this means the rates agreed between Mitie and the Contractor and referenced in the Mitie Framework Agreement or contract specific Mitie Service Agreement;
- 2.19 **Service Level Agreement:** means the agreed response and completion times by which the various categories of call priority may be requested to be provided by the Contractor to Mitie under the Agreement;
- 2.20 **Service Report:** means a report or document which is presented in a legible format and meets the required standard as set out in Clause 4.3 and 4.4 of the Contractors Operational Procedures and Reporting Requirements and provides a definitive asset condition rating and asset condition classification following delivery of a Planned Preventative Maintenance task;

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- 2.21 Supply Chain Planner:** means a Mitie employee who is engaged in the process of allocating works to Contractors, management of work orders allocated to Contractors, arranging the issue of POs and is also referred to as the Purchase Order Requestor;
- 2.22 Supplier Portal:** means a web-based access connection directly into Mitie’s Computer-Aided Facilities Management system, which is Maximo, which the Contractor can access;
- 2.23 Work Order:** means Mitie’s written order for the supply of Goods and/or the provision of Works as detailed in the Work Order raised in line with the Mitie Framework Agreement, Mitie Services Agreement or Purchase Order issued in accordance with the requirement of Reactive Works and/or Planned Preventative Maintenance task and/or remedial Works; and
- 2.24 Worksheet:** means the written document completed by a Contractor’s engineer/operative at the time of attendance to a Reactive Work Order, which captures the Works carried out, time on site and materials, parts or consumables used in undertaking the Works and conforms to the requirements set out in Clause 13.1 of the Contractor Operational Procedures and Reporting Guidelines.

3. Code of Conduct

- 3.1** The Contractor is obliged to comply with, and ensure that its employees, agents and subcontractors comply with the following minimum standards of behaviour:

General Behaviours	Site / Job Specific Behaviours
Report to Mitie all workplace related accidents, incidents and near misses and advise of any resulting absences from work that arise as a result and any corrective actions required	Follow the necessary signing in and out procedure relevant to the site. Only allocate work to operatives who meet the specific security clearance requirements for the site they are attending
Show respect and consideration to all office and site-based staff	Always carry and display the correct company identification
Respect the premises and equipment and that of others	Prior to stating any works carry out a point of work risk assessment
Not to engage in or carry out any activity that may cause offence to others including comments on but not limited to age, sexual orientation, race, nationality, creed, religion, disability, marital status	Provide accurate and honest reports in accordance with the timing required
Not to intimidate, threaten or coerce others by using physical violence, threatening behaviour, improper / foul language or other disorderly conduct	Observe all health and safety requirements including the wearing of all appropriate PPE
Not to discriminate against anybody	Not to endanger the safety of any other persons on site
Not to steal, misuse, damage, deface or interfere with any property that does not belong to you	Comply with the sites rules and follow instructions as directed
Behave in an orderly, responsible and safe manner at all times	Only carry out work that you are trained and competent to do so
Not to be in the possession or under the influence of alcohol or non-prescription drugs	Leave site clean and tidy, removing all your waste
Report to Mitie any issues that concern you, especially health, safety and security concerns	Be mindful of and respect neighbouring businesses, houses or those passing by

4. Planned Preventative Maintenance

- 4.1 Where the contractor has been engaged by Mitie to deliver Works that constitute Planned Preventative Maintenance the Contractor agrees that the following shall apply and that it will comply with the following requirements:
- 4.1.1 The Contractor will provide to Mitie, no later than 30 days after the Commencement Date, an Annual PPM Planner for the Works it has been engaged to provide;
 - 4.1.2 Upon receipt of the Annual PPM Planner, Mitie will review the planner against the asset data it holds and, where required, will also provide the Annual PPM Planner to its client(s) for review. Mitie will use reasonable endeavors to return the Annual PPM Planner to the Contractor within 30 days of receipt confirming written agreement or, where necessary, proposing amendments to the activities or timing of activities to reflect the client and contract requirements;
 - 4.1.3 Upon receipt of the proposed amendments the Contractor agrees to inform Mitie of its agreement (not to be unreasonably withheld), or otherwise, within 7 days of receipt (emails shall be deemed to be received by the Contractor 1 (one) minute after being sent and for other forms of delivery the deemed timescale shall be as per the Mitie Framework Agreement). In the event that Mitie is not informed that the Contractor agrees with or disagrees with one or more of the proposed amendments within 7 days of receipt, then it will be deemed to have agreed to the proposed amendments and the Annual PPM Planner shall be deemed to include the proposed amendments;
 - 4.1.4 The Contractor will ensure that all works are carried out in line with the agreed Annual PPM Planner unless there is a change advised in writing by Mitie. Unless the Contractor is notified to the contrary the Contractor agrees to deliver the Works in accordance with the agreed Annual PPM Planner. The Contractor may receive additional notification/reminders of planned works in the month prior to the month of planned delivery;
 - 4.1.5 Under no circumstances is the Contractor authorised to amend those agreed dates without written prior agreement from Mitie;
 - 4.1.6 The Contractor will be required to provide an updated Annual PPM Planner at least 60 days prior to the anniversary of the Commencement Date and each subsequent year, or such other timing that may be agreed from time to time and dictated by specific contract requirements;
 - 4.1.7 Where additional Planned Preventative Maintenance Work is added during a 12-month period then instructions will be issued by Mitie by the assignment of a Mitie Work Order which will have a unique reference number with a job description detailing out the Planned Preventative Maintenance works required;
 - 4.1.8 All changes to the instructed scope and specification will be issued via a variation to contract in writing. Where there is a variation (e.g. change of scope, additional assets/properties, or removal of assets/properties) the Contractor agrees to provide within 14 days:

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- A revised Annual PPM Planner for consideration within 14 days; and
- The impact on the Price(s) of the variation.

4.1.9 In respect of 3.1.8, there shall be a fair and reasonable adjustment to the Price(s) having regard to the rates and prices agreed within the Mitie Framework Agreement, contract specific Mitie Services Agreement or, where these are not relevant, to what is fair and reasonable and in line with existing market rates (where applicable less any discount or adjustment that the Contractor has agreed with Mitie for the Works). Without prejudice to Mitie's rights under the Mitie Framework Agreement or contract specific Mitie Service Agreement to reduce, withhold or to make no payment in certain circumstances, in the event that the parties cannot agree a fair and reasonable Price(s) adjustment, the parties agree that Mitie shall only be obliged to pay the Contractor what Mitie believes is a fair and reasonable adjustment to the Price(s) until such time as the matter is resolved via the applicable dispute resolution procedure.

5. Service Reports in Respect of Planned Preventative Maintenance

5.1 The Contractor agrees that it shall provide complete Service Reports to Mitie as per the requirements of this paragraph 4 of the Contractor's Operational Procedures and Reporting Requirements. All Service Reports must be provided to Mitie within 5 working days from the Physical Completion of the Works.

5.2 All Service Reports must be returned to the e-mail address from which the Contractor received the original instruction or such other central location it may be advised of in writing from time to time.

5.3 Service Reports must include the following:

- 5.3.1 Mitie Work Order number from the original request as per the job details provided. This may be in the form of an email from Maximo.
- 5.3.2 Date and time work commenced
- 5.3.3 Date and time work completed
- 5.3.4 Contract Name, number and location
- 5.3.5 Engineer name(s)
- 5.3.6 Agreement of customer with signature and time and date
- 5.3.7 Signature and date/day from Engineer.
- 5.3.8 Barcode, but if not available then NO BARCODE, recorded on paperwork
- 5.3.9 Summary of work undertaken to complete work order
- 5.3.10 A "Satisfaction" rating as set out in paragraph 4.4 below
- 5.3.11 Asset condition rating using one of the following numbers:

5.4 The following classifications must be added to the Service Report in respect of asset/installation visit results:

- **SATISFACTORY** – which means that in the qualified opinion of the Contractor the work is fully completed according to the maintenance plan. No defect is noted; therefore, no remedial action is required. This must be recorded on the Contractor's Service Report as "Satisfactory";

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- **SATISFACTORY RECOMMEND** – which means that in the qualified opinion of the Contractor the work is fully completed accordingly to the maintenance plan. Minor defect is noted or improvement requirement and therefore remedial action is recommended. This must be recorded on the Contractor’s Service Report as “Satisfactory Recommend”;
- **NON-SATISFACTORY** – which means that in the qualified opinion of the Contractor that during the completion of the maintenance plan, some serious defect is noted, and remedial action is requirement. The defect must be properly recorded in the Contractor’s Service Report and recorded on the Contractor’s Service Report as “Non-Satisfactory”

#	Rating	Criteria
0	No Condition/ Not Applicable	N/A
1	Excellent	The asset is a new or a recent installation (within the last 2-3 months) and functioning correctly
2	Good	The asset is in a good working order (installed within the last 2 years) and delivering on all performance attributes
3	Satisfactory	The asset is in a generally acceptable working condition (installed over 2 years ago) and visually sound with few breakdowns in its operation history
4	Poor	The asset is nearing end of its design life, looks run down, is prone to frequent breakdowns and likely to fail
5	H+S Defect	The asset presents an H&S hazard to its immediate environment and needs urgent engineering intervention to rectify the situation
6	Defective	The asset has failed or failing (as visually evident or as advised by the Contractor) and requires a reactive maintenance service

- 5.5 If the Contractor selects NON-SATISFACTORY or SATISFACTORY RECOMMEND, then the Contractor must set out the reason why it has selected that status.
- 5.6 For non-satisfactory issues where there is a health, safety or security implication this must be reported to the Mitie contact which details are included in the Mitie Framework Agreement or contract specific Mitie Services Agreement before leaving site and a quote and scope of work sent over for approval by Mitie within 48 hours.
- 5.7 For non-satisfactory issues where there is a recommendation to complete further work a quote including scope of work is to be submitted via the Supplier Portal where the Contractor has access or e-mailed to the dedicated e-mail address(es) which are set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement. This must be received within 5 working days of the Physical Completion of the original Works.
- 5.8 All paperwork including the Service Report, maintenance summaries and quotes should be uploaded to the Supplier Portal where the Contractor has access. Only where the Contractor does not have access to the Supplier Portal should the paperwork be e-mailed to the dedicated e-mail address(es) which are set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement.

6. Compliance Certificates

- 6.1 The Contractor shall ensure that Mitie is provided with a copy of each and every Compliance Certificate where the Works and / or asset maintained necessitates the provision of a Compliance Certificate. For the avoidance of doubt, this shall include, but not be limited to:
- Gas Compliance Certificate
 - Fire Alarm Systems
 - L8 Water Risk Assessments
 - Lightning Protection
 - Electrical Condition Installation Report
 - Pressure test certificate
 - Annual Load tests
 - Window cradle certificate tests.
- 6.2 All Compliance Certificates must be sent to Mitie within 5 days of Physical Completion (i.e. if a Compliance Certificate is required for asset A (maintained on the 1st of the month), asset B (2nd of the month) and asset C (3rd of the month), the Compliance Certificate for asset A must be provided by end of business on the 6th of the month, Compliance Certificate B by the 7th, asset C by the 8th).
- 6.3 The Contractor shall ensure that where a Compliance Certificate is required to establish compliance to the governing authority then only competent, suitably qualified and experienced employees/resources must have been assigned to complete the Work. The Contractor shall ensure that no person shall be engaged in any work activity where they do not possess the technical knowledge, qualification or experience as is necessary to prevent danger or, where appropriate, injury, unless such person possesses such knowledge, qualification or experience, or is under such degree of supervision as may be appropriate having regard to the nature of the work.
- 6.4 The Contractor agrees that it shall supply to Mitie, within 5 days of request, such evidence as reasonably requested by Mitie to demonstrate that the persons engaged by the Contractor (including employees, agents or subcontractors) are competent, suitably qualified and experienced person.
- 6.5 In the event that Mitie has reasonable grounds to believe that a person engaged by the Contractor is not a competent, suitably qualified and experienced person, and cannot therefore legitimately issue a Compliance Certificate, the parties agree that any Planned Preventative Maintenance carried out by that person that requires a Compliance Certificate shall be deemed not to be Complete or have achieved Physical Completion. In these circumstances the Contractor agrees that Mitie may, at its sole discretion:
- 6.5.1 Require the Contractor to, at the Contractor's cost and expenses, re-undertake Planned Preventative Maintenance on the affected assets, at a time specified by Mitie, and re-issue thereafter new Compliance Certificate; or
- 6.5.2 Without prejudice to Mitie's right to set off sum due to the Contractor, require the Contractor to credit / refund Mitie for the value of Planned Preventative Maintenance undertaken by the person(s) referred to in this clause 5.5, and the Contractor shall be obliged to do so within 30 days; albeit only for such period of time that the person(s)

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were not competent, suitably qualified and experienced (e.g. from the date a licence card expired).

- 6.6 All certificates must be created and signed by qualified individuals. They must be clearly written (**in capital letters**) with the name of the certifier / engineer.
- 6.7 The information below must be provided for the Compliance Certificate to be processed:

Item	Description
Name of the Certificate	The name of the certificate issued
Client Name	The name of the Mitie client
Client Address	The address of the Mitie client premises
Items Tested	The items tested, and types of test carried out
Test Outcomes	The outcomes of the test
Test Duration	The duration of the test
Test Location	The location of the test
Test Description	A detailed description of the testing requirement
Signature – Engineer	Engineer signature – sign and date the Compliance Certificate
Signature – Customer	Customer's signature and the date the Compliance Certificate was issued.

- 6.8 When providing the necessary Compliance Certificate, the Contractor must ensure that there is clear statement confirming:
- PASS, or;
 - PASS WITH RECOMMENDATION; or
 - FAIL.
- 6.9 All Compliance Certificates should be uploaded to the Supplier Portal where the Contractor has access to the Supplier Portal;
- 6.10 Only in circumstance where the Contractor does not have access to the Supplier Portal should the paperwork be e-mailed to the dedicated e-mail address(es) which is set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement.
- 6.11 Please note that until Compliance Certificates have been received which confirm the actual and Physical Completion of the Works, Mitie are unable to categorise the Work Order as Complete and the Contractor will not be entitled to raise an invoice for payment.

7. Reactive Work Process

- 7.1 All Reactive Works will be instructed to the Contractor with a unique Mitie Work Order number and an individual PO for every reactive task. The exception will be where the Contractor has agreed a comprehensive, semi-comprehensive element, other commercial arrangement, which is reflected in the Mitie Services Agreement, or where a Call Off Purchase Order is in place.
- 7.2 For the avoidance of doubt where a Call Off Purchase Order has been issued by Mitie to the Contractor it will be for a defined period of time, relate to a specific Client and the defined financial value is not to be interpreted or understood by the Contractor as a commitment or promise by Mitie to award Works up to that value.

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- 7.3 On the issue of the Work Order the Contractor will be informed which PO number to allocate the Works against. The Contractor will only be permitted to invoice against the PO where instructed to do so and for its actual cost of delivery of the Works in line with the agreed Schedule of Rates.
- 7.4 The only circumstance where Works may be carried out before a valid PO number has been issued to the Contractor is:
- 7.4.1 Where the Contractor is contacted to attend outside of the Mitie Helpdesk working hours as defined under Out of Hours to attend Reactive Works; and/or
 - 7.4.2 The Contractor is requested to attend Reactive Works which is deemed Emergency Works.
- 7.5 In those circumstances the Contractor must as a minimum ensure it has a valid Mitie Work Order number which will be given to the Contractor at the time of attendance being requested. A retrospective PO will be issued by Mitie as early as possible on the next working day.
- 7.6 On receipt of a Reactive Work Order the Contractor is required to attend the site specified in the Work Order and rectify the reported fault within the applicable Service Level Agreement (“SLA”) timescales, which will be confirmed within the Work Order.
- 7.7 Some sites may require an appointment to be arranged with the Client prior to site attendance and the Contractor will be notified about this requirement on the issued Work Order.
- 7.8 Mitie will not accept any abortive charges for failed visits where it is the Contractor’s responsibility to arrange access direct with the site, before attending.
- 7.9 Where a PO has been issued for a generic instruction value (£) the Contractor’s invoice must only reflect the actual costs of its attendance, which for the avoidance of doubt is calculated based on the Contractor’s operative(s)/engineer(s) time of arrival at site and the time of departure from site, and in line with the agreed Schedule of Rates contained in the Mitie Framework Agreement, or contract specific Mitie Services Agreement should those rates be different.
- 7.10 No invoice will be accepted for costs that are greater than the PO unless authorisation for the increased costs is obtained prior to the Works commencing, at which point the PO value will be uplifted by Mitie once approved.
- 7.11 When attending to carry out a Reactive Works Order the Contractor is required to provide a permanent fix within the amount allowed in the PO value, always ensuring its costs are charged in line with the agreed Schedule of Rates.
- 7.12 Where the Contractor is unable to complete the work within the contractual SLA timeframe it must inform the Supply Chain Planner immediately and provide justification as to why the SLA cannot be met.

8. Reactive Work Reporting

- 8.1 On arrival at site if the Contractor’s engineer(s)/operative(s) identifies that only a temporary fix can be carried out because parts, materials or other items are required to complete a full repair,

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which the engineer(s)/operative(s) does not have available at the time, then the Contractor must contact the Supply Chain Planner named on the PO immediately and provide the necessary update, which update must include details of why a full repair cannot be completed on this attendance.

- 8.2 To ensure that Mitie can provide regular updates to its Client the Contractor is required to provide a daily report, or report at such other frequency as may be agreed from time to time. That report must provide an update on all active Work Orders that have been assigned to the Contractor using the following standard definitions.

Value	Description
ABORTED	Attendance at site must be aborted
ASSETREMOVED	Asset Removed and no longer on site
AWAITINGACCESS	Awaiting Access to be confirmed
DUPCALL	Duplicate Call - fault instructed under alternative Work Order
FURTHERVISIT	Further Visit Required to complete works
NOLONGERNEED	Work no longer needed as advised by site
ONHOLDEQUIP	On Hold Equipment to carry out works required
PARTSORDERED	Parts Ordered
QUOTEREQUIRED	Quote Required
SEEKINGGUIDANCE	Seeking Guidance
SITEUNAWARE	Site unaware of the job logged

- 8.3 Where the Contractor is unable to Physically Complete the Work Order on each and every attendance then it must provide the reason for non-completion along with sufficient detail so that the reason for non-completion is fully understood and not ambiguous.
- 8.4 The Contractor will only be required to provide such updates for Work Orders where the status of the work has changed from the preceding report. For the avoidance of doubt this is in addition to the Contractor providing the date and time of the attend and complete SLA for all Work Orders in a timely manner.
- 8.5 The Contractor's report must be issued to the Supplier Portal. Only in the circumstance where the Contractor does not have access to the Supplier Portal should the paperwork be e-mailed to the dedicated e-mail address(es) which is set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement.
- 8.6 Where the Contractor has access to the Supplier Portal then it has committed to provide daily updates on the status of each job directly into Mitie's Maximo system. As such those updates must be carried out daily and as near as possible to the actual time of completion of the work, or as soon as you are aware there is a change in the status of a Work Order.

9. Provision of Mitie Purchase Order

- 9.1 Where a Reactive Work Order is raised, and the Contractor is asked to attend, then the instruction to attend will be supported by a valid Mitie PO, which will be issued for either £250 plus VAT or a pre-agreed standard value.

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- 9.2 Mitie shall not be obliged to pay any invoice that exceeds the value of a valid PO. The Contractor may only invoice Mitie the actual value of completed works and costs of attendance in accordance with the agreed Schedule of Rates, and a £250 PO or other standard value is not an indication of the total charge the Contractor may invoice. All charges must be in line with the agreed Schedule of Rates reflected in the Mitie Framework Agreement or Mitie Services Agreement, and it is the Contractor's responsibility to request a new PO from Mitie for any agreed additional charges.
- 9.3 The Work Order sent to the Contractor will include the required target attend and completion date.
- 9.4 The only time when Mitie expect or agree to a Contractor attending to works before receiving a valid Mitie PO is where:
- 9.4.1 an emergency attendance is required and waiting for a PO would result in delayed attendance and/or subsequent failure of the SLA; and/or,
 - 9.4.2 the request is made outside of the Mitie Helpdesk normal working hours
- 9.5 Any invoice which exceeds the value of the PO will be rejected.

10. Emergency Process (In Hours – Monday to Friday 8:00 hours to 17:00 hours)

- 10.1 From time to time due to the nature and urgent requirement of a Reactive Work Order then Mitie will require the Contractor to proceed to deliver works in advance of receiving a specific PO.
- 10.2 On receipt of a request to attend a priority call where the SLA is either a 2-hour or 4-hour response time the Contractor will be contacted by telephone and asked to provide verbally an approximate cost of attendance which Mitie will capture within Maximo. Mitie will provide the Contractor with the details of the work required which will include the location, description of the problem and target attend and completion times.
- 10.3 Written confirmation via an e-mail detailing the Maximo Work Order, which will have a unique reference number and the approximate cost of attendance, will be sent by Mitie immediately following that telephone call to the Contractor.
- 10.4 As soon as the instruction to attend has been given verbally to the Contractor, by Mitie, then the Contractor is required to make arrangements and attend within the SLA. Mitie will be responsible for ensuring that the PO is raised and issued to cover the approximate cost the Contractor has indicated, which PO will be sent to the Contractor at the earliest possible time and by no later than the next working day, after making the initial telephone call to the Contractor. The approximate cost the Contractor has indicated must be in line with the Schedule of Rates agreed with Mitie.
- 10.5 On attendance, if the Contractor determines that the costs will exceed the approximate costs previously provided, then the Contractor must contact Mitie via a telephone call to the Supply Chain Planner named on the Purchase Order. This is to be supported with an email providing justification why the costs have exceeded the original value along with a detailed breakdown of

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the revised cost showing the labour hours, operative skill, number of operatives attending, hourly rate being charged in line with the Schedule of Rates agreed with Mitie, consumables, materials and/or parts required.

- 10.6 Mitie will then apply for the PO to be uplifted and approved so that there are no delays in processing once the Works are complete. A revised copy of the PO will be sent over to the Contractor as soon as it is approved.
- 10.7 Where the works are classed as Emergency Works the Contractor agrees to proceed with works on verbal and written confirmation quoting the unique Maximo Work Order reference number in all communications. Once the works are Physically Completed (dates/times of each visit provided to update Maximo) and the actual costs confirmed, the Contractor must then provide the necessary Supporting Documentation which must be a minimum of a signed Worksheet, which conforms to the requirements set out in Clause 12. Where required and if not already done so the PO will be amended to reflect the correct value of the works. A PO will only be amended in this way where the Contractor has been requested to attend to Emergency Works.

11. Out of Hours Process (17:00 hours to 8:00 hours – Monday to Friday and all day Saturday and Sunday)

- 11.1 Where a request for Works is received outside of the Helpdesk normal working hours and the nature of those Works requires attendance outside of normal working hours then Mitie will contact the Contractor via telephone using the Out of Hours contacts provided by the Contractor to Mitie and request urgent attendance.
- 11.2 Mitie will provide the Contractor with a unique Maximo Work Order number as the reference for instruction. As with the Emergency Works Process detailed in Clause 9 Mitie requires the Contractor to provide an estimate of the likely costs (in line with the Schedule of Rates) and a Mitie PO will be issued to the Contractor at the earliest opportunity on the next working day.
- 11.3 As with any Reactive Work Order where the Contractor believes that on attendance it can complete a permanent fix and prevent the need for re-attendance, but the initial attendance costs are insufficient to cover its charges, then the Contractor must contact the Out of Hours Helpdesk on 0800 389 5066.
- 11.4 On contacting the Out of Hours Helpdesk, the Contractor must provide a breakdown of the additional charges, justification for any increase in costs and ensure all rates are in line with the agreed Schedule of Rates. That information will be captured and updated in Maximo and the Contractor will continue with the Works.
- 11.5 For the avoidance of doubt only the actual costs incurred by the Contractor will be met and upon receipt of your invoice those costs once validated will be approved to pay, subject to all the Supporting Documentation having been received in accordance with these Contractors Operational Procedures and Reporting Requirements and specifically Clause 12.

12. Increase in the initial PO Value

- 12.1 If during the performance of the Reactive Work Order, it becomes apparent to the Contractor that it can complete the work during its first attendance, but it would require an

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uplift in the PO value, then it is the Contractor's responsibility to contact the Supply Chain Planner named on the PO whilst your engineer is on site. On making contact the Contractor must provide a breakdown of the full costs required to complete the works split between labour, time, materials and parts, along with sufficient information to justify the increase in the PO value.

- 12.2 If the value of those Works is within the delegated authority of the Supply Chain Planner to approve, they will arrange for the PO value to be uplifted and ask the Contractor to complete the Works without delay.
- 12.3 Where the Contractor identifies on attendance that a full repair cannot be carried out on its initial attendance, a further visit is required, and the PO value is insufficient to cover the full cost of the repair, then the Contractor must Make Safe and provide an update to the Supply Chain Planner named on the PO, along with a breakdown of the costs required to complete the full repair. The Contractor must also provide confirmation of the date it plans to return to site to complete the works.
- 12.4 If the value of those Works is within the delegated authority of the Supply Chain Planner who is named on the issued PO, they will review that breakdown against the agreed Schedule of Rates and provided they are correct arrange for the PO value to be uplifted and instruct the Contractor to proceed.
- 12.5 If the value of the Contractor's requested uplift is beyond the delegated authority of the Supply Chain Planner, they will advise the Contractor to submit a formal quotation and the Contractor's engineer must therefore ensure he/she completes a temporary fix and that there is no health, safety or security risk before leaving site.
- 12.6 Where a health, safety or security risk would remain then the Contractor must advise the Supply Chain Planner what those risks are, and they will confirm the actions the Contractor is to take.
- 12.7 When invoicing only the Contractor's actual costs for the Work carried out will be met.

13. Worksheet Requirements

- 13.1 The Contractor's Worksheet must capture in full the Works carried out and should not simply reference the fault. As a minimum the Worksheet must show the following information:
 - 13.1.1 Mitie Work Order Reference;
 - 13.1.2 Completed date and time for each visit;
 - 13.1.3 Description of the work completed, and remedial works carried out;
 - 13.1.4 Date and time work commenced;
 - 13.1.5 Date and time work completed;
 - 13.1.6 Customer Signature (unless out of hours – in which case mark no one available);
 - 13.1.7 Before and After photographs;
 - 13.1.8 Travel time to Site, (not to be deemed chargeable but captured for information purposes only);
 - 13.1.9 Client name, site code and full site address;
 - 13.1.10 Engineer(s)/Operative(s) name(s) and signature(s); and,

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- 13.1.11 The Contractor must specifically reference any outstanding remedial or follow on works that still need actioning or have subsequently been identified by its Engineer.
- 13.2 The Worksheet must show the name of all engineers who attended site and are being charged for.
- 13.3 Where evidence of time on site is required then Mitie reserves the right on an open book basis to request physical evidence of time of arrival at site and time of leaving site which may include, but not be limited to, the production of the site signing in book, vehicle trackers, date stamped before and after photographs and PDA data.
- 13.4 Should such evidence conclude that Mitie has been overcharged for the Works provided, that the Works were not completed correctly, or that the Supporting Documentation submitted is inaccurate or incomplete then not only will those charges be refunded by the Contractor, but Mitie shall have the right to recover its reasonable costs of audit and/or administrative costs for rectifying the inaccuracy as specified in Clause 7 of the Invoice Instructions.
- 13.5 Unless the Contractor is using the Mitie Supplier Portal then all Worksheets and Supporting Documentation is to be e-mailed to the dedicated e-mail address(es) set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement.
- 13.6 If the Contractor identifies any additional work whilst visiting the site (not related to the reported fault) it must contact a member of the Client staff on site and they will determine if they want to report it to the Mitie Helpdesk, if appropriate to do so. Should the Contractor identify whilst on Site a significant Health, Safety or Security issue not directly related to the reported fault then it must contact a member of the Client staff to make them aware and ask them to immediately contact the Mitie Helpdesk.
- 13.7 The Contractor must only send a quote for further work when asked to do so or where the Contractor identifies an opportunity that would result in environmental or financial benefit for the Client. Where a quote is submitted the Contractor must ensure it clearly specifies why the Contractor is making the recommendation. If related to Health, Safety or Security then the benefit must be fully detailed and/or the risk that will be negated clearly set out should the Works be instructed to proceed.
- 13.8 The Contractor must not make unnecessary recommendations that are not supported by substantial justification which detail the consequences of the Works not being carried out and the level of risk if the repairs remain unattended.
- 13.9 All activities carried out require a task and site-specific Risk Assessment and Method Statement to be completed and submitted via the Supplier Portal where the Contractor has access or where the Contractor does not have access to the Supplier Portal then e-mailed to the dedicated e-mail address(es) set out in the Mitie Framework Agreement or contract specific Mitie Services Agreement.

14. Use of Sub-Contractors

- 14.1 Having full regard to Clause 26.1 of Mitie's Purchase Terms and Conditions (Works) then where the Contractor has written authorisation from Mitie to use a sub-contractor to deliver part or

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all the work assigned to it by Mitie then Mitie reserves the right to audit any sub-contractor charges to assess the reasonableness of such charges.

- 14.2 Where the Contractor has been permitted by Mitie to engage a sub-contractor to deliver part or all of the work assigned to it by Mitie, then upon Physical Completion of any Works the Contractor shall obtain all Worksheets, Service Reports and Compliance Certificates and submit those to Mitie as part of the Supporting Documentation required to evidence Completion of the Works. Such submission is to comply with these Contractors Operational Procedures and Reporting Requirements, as if the Contractor had delivered the Works direct.
- 14.3 The Contractor may be asked to provide from time to time other such Supporting Documentation from its sub-contractors to enable assessment or audit to be undertaken and shall ensure that no agreement it enters into with its sub-contractor would prohibit the provision of such Supporting Documentation to Mitie upon reasonable request.
- 14.4 The Contractor is only authorised to use a sub-contractor where Mitie has expressly given permission for it to do so as set out in Clause 26.1 of Mitie's Purchase Terms and Conditions (Works), which form part of the Mitie Framework Agreement and/or the Mitie Services Agreement.

15. Quotations

- 15.1 All costs for Reactive Works are deemed to be budget estimates and only the actual cost of the works carried out will be paid which must be capable of reconciliation back to the Mitie Framework Agreement Schedule of Rates or contract specific Mitie Services Agreement.
- 15.2 Mitie may also engage with the Contractor on an ad hoc basis with opportunities to provide Quotations at Mitie's customers' bequest or for remedial or Reactive Works that are not capable of being dealt with at the initial time of attendance and are over the initial instruction limits agreed, and/or the Supply Chain Planners delegated levels of authority. Such requests are to be priced by the Contractor in line with the agreed Schedule of Rates and which Price will be quoted as fixed as set out in Clause 9.1 of the Mitie Purchase Terms and Conditions (Works), unless the Mitie Services Agreement expressly provides otherwise.
- 15.3 Where the Contractor is requested to provide such Quotation that quote must be issued by the Contractor to Mitie within 3 working days of Mitie's request.
- 15.4 The quote must include a full breakdown of the costs showing:
- full costs of labour including hours to carry out the works at the agreed Schedule of Rates;
 - skills and number of operatives;
 - materials, consumables, parts, hire of equipment and specialist costs including agreed mark-up which is to be shown separately; and,
 - overheads and profit.
- 15.5 Where the Contractor will need to use a specialist sub-contractor then this must be agreed in writing by Mitie before undertaking the work and clearly shown in the quote provided.
- 15.6 All Quotations issued should contain the following detail as a minimum:

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Detail to be included	To be specified by the Contractor
Justification	Where the fault relates to an asset set out in detail the reason for the failure.
Scope and specification of work clearly articulating the solution to the fault.	What you are proposing to remedy the issue
Labour Requirements	Hours to complete the works and number of operatives and operative skills
Labour Rates	Only use Mitie pre-agreed rates as set out in the MFA or Contract specific MSA
Hours of Work i.e. Normal Working Hours or Out of Hours	If works need to be delivered outside of Normal Working Hours, please explain why within the quote
Material Costs with mark-up shown separately	If material costs are more than just a nominal sum, please provide a breakdown with quantities and unit rates
Plant/Specialist access equipment costs	Specify if hired or you are using your own
Overhead and Profit	This should be the mark-up agreed with Mitie
VAT	State if the quote includes or is exclusive of VAT

- 15.7** All Quotations must be submitted in line with the Mitie Framework Agreement rates or Contract specific Mitie Services Agreement rates and provided as a fixed Price, unless the Contractor is specifically advised the Works are subject to a different commercial model/agreement. All charges must be reconcilable back to those agreements.
- 15.8** Where the Quotation is provided as a fixed Price it will not be subject to any additional payment unless the Contractor has prior agreed consent to proceed with the additional costs, which Mitie will have to seek approval from its Client for. Failure to gain this approval will lead to any application for additional payment being refused and Mitie will not be liable for those costs at all.
- 15.9** Contingency sums must not be built into the Quotation and the Contractor's Price must be reconcilable back to the rates agreed in the Mitie Framework Agreement or Contract specific Mitie Services Agreement and reflect a fair and reasonable market rate for the Works.
- 15.10** Any Quotation required in respect of Works described as 'potential risk to health and safety' must be prioritised as urgent and issued to Mitie within 1 working day.
- 15.11** All Quotations need to be completed in the required format and in accordance with the attached Quotation template included in Appendix A. The e-mail address to which the Quotation must be submitted will be included in the Mitie Framework Agreement and/or the Mitie Services Agreement.

16. Reporting

- 16.1** Whilst each of Mitie's client contracts will have specific reporting requirements Mitie require the Contractor to attend regular and focused performance reviews with Mitie and as such those requirements will be agreed directly with the Contractor. Such meetings will take place and may include Mitie's Procurement and Commercial leads and Operational attendance as required.
- 16.2** A typical Agenda will include but not be limited to the following:

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- 16.2.1 Actions from the last meeting
 - 16.2.2 Health and Safety (measured against a set of KPI's and reporting any areas of improvement or outcomes, to include accidents, incidents and near misses)
 - 16.2.3 Operational Key Performance Indicators
 - 16.2.4 Commercial
 - 16.2.5 Innovation and Development Opportunities
 - 16.2.6 Recognition
 - 16.2.7 AOB
- 16.3 Five days prior to any pre-arranged performance review meeting the Contractor is required to submit to the meeting organiser a high-level report which provides assurance on performance against a set of key criteria as detailed in Clause 15.4.
- 16.4 If the Contractor has access to the Mitie Supplier Portal, then a dashboard will be made available which will set out its performance against certain measures which will include, but may not be limited to:
- 16.4.1 RIDDOR events - **Contractor to provide**;
 - 16.4.2 PPM Completion in period as a percentage against the Contractor's Annual PPM Plan (**Dashboard**) – this will be driven by Compliance Certificates being received from the Contractor;
 - 16.4.3 Number of Reactive Works not completed within the relevant SLA for the last 12 months (**Dashboard**);
 - 16.4.4 Number of open Reactive Works assigned to the Contractor pending completion and are still within the target SLAs (**Dashboard**);
 - 16.4.5 Number of Completed Reactive Works in period which are pending submission of Worksheets (**Dashboard**);
 - 16.4.6 Number of Planned Preventative Maintenance Works pending submission of Service Reports (**Dashboard**);
 - 16.4.7 Compliments and/or complaints received in period (**Dashboard and Contractor to provide**);
 - 16.4.8 Average time from job completion to invoice being raised (**Dashboard**); and,
 - 16.4.9 Average time between Physical Completion of Works and the time this data is provided for recording on Maximo (**Dashboard**).
- 16.5 The Contractor is responsible for ensuring that the data held by the Contractor is an accurate reflection of the data held by Mitie to ensure there is no conflict and that Maximo holds the most up to date information.
- 16.6 These meetings and the level of reporting are required to delivery mutual benefit and facilitate a high standard of performance and transparency for all parties as well as:
- 16.6.1 proactively address any issues and improve processes;
 - 16.6.2 develop the relationship between the parties;
 - 16.6.3 ensure performance is meeting business needs and expectations;
 - 16.6.4 explore innovation and ideas for improving service; and,
 - 16.6.5 address any operational issues that are causing difficulties.

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16.7 For Contractors who have access to the Supplier Portal a dashboard will be available which will produce much of the information required on a rolling basis. Until the Contractor has access to that dashboard then please provide the reports requested to the meeting organiser.

17. Service Legal Agreements (“SLA”)

17.1 Clause 16.2 sets out the Mitie standard SLA requirements which the Contractor is required to comply with. From time to time Client specific requirements may be required which dictate a different target attend, and complete time to those detailed in Clause 16.2. Where the Contractor is required to comply with a different Service Level Agreement those SLAs will be reflected in a contract specific Mitie Service Agreement and agreed with the Contractor.

17.2 The following SLA’s must be adhered to by the Contractor, unless alternative SLA’s have been agreed.

SLA	Description	Attend	Complete
MTFM P1	MTFM Standard P1. Emergency	2 Hour Response	24 Hour Fix
MTFM P2	MTFM Standard P2. 4 Hour Response	4 Hour Response	24 Hour Fix
MTFM P3	MTFM Standard P3. 1 Day Response	1 Day Response	5 Day Fix
MTFM P4	MTFM Standard P4. 3 Day Response	3 Day Response	1 Month Fix
MTFM P5	MTFM Standard P5. 1 Week Response	1 Week Response	1 Month Fix
MTFM P6	MTFM Standard P6. 2 Week Response	2 Week Response	1 Month Fix
MTFM P7	MTFM Standard P7. 1 Month Response	1 Month Response	2 Month Fix
MTFM P8	MTFM Standard P8. 45 Day Response	45 Day Response	3 Month Fix
MTFM P9	MTFM Standard P9. Next Visit	3 Month Response	4 Month Fix

18. Audit

18.1 Mitie reserves the right to audit from time to time the charges submitted by the Contractor for completed works.

18.2 If through audit there is evidence through physical inspection that documentation is incomplete, illegible or the Contractor is otherwise unable to substantiate that works have been undertaken in accordance with instructions and agreed costs, then Mitie reserves the right to deduct the reasonable value of the works that have not been completed in accordance with that Agreement.

18.3 That recovery will be made in accordance with Clause 9.10 and 18.3 of Mitie’s Purchase Terms and Conditions (Works) which are included in the Mitie Framework Agreement and Mitie Services Agreement and also in accordance with Clause 7 of the Invoice Instructions.

18.4 Where the Contractor is found not to comply with any element of the Contractors Operational Procedures and Reporting Requirement then Mitie reserves the right to recover any additional administration costs in rectifying and addressing any non-compliance with the Contractor.

19. General

- 19.1 Mitie requires its Contractors to recognise the importance of clear and tidy completion of the Supporting Documentation that the Contractor provides to Mitie. The data goes into many key business systems and it is the Contractor's responsibility to ensure it provides clear and accurate information in line with the required timeframes, which is a major factor in ensuring the timely processing of that data. All handwriting must be legible on all forms.

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20. Review

20.1 This document will be reviewed on a three-yearly basis, unless changes are required beforehand.

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Owner [<i>Director Level</i>]:	John Lynchehaun
Policy author:	Jenny Higgins
Approved by:	Head of Risk, Technical Services
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