



Ministry
of Defence

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[REDACTED]

[REDACTED]

Our Reference:
FOI2019/13097

Date:
19 December 2019

Dear [REDACTED],

Thank you for your email of 22 November 2019 requesting the following information:

"I have been given this email address in the hope that you are able to deal with a Freedom on Information (FOI) request I have submitted which refers to the Agility GRMS MOD Contract for removals.

I have been advised that since FOI gives rights to access information held by Public Sector organisations, and that Leidos is not public sector, that my FOI request would need to flow through DE&S to the DE&S Contract Management Organisation who would then request the information from Leidos. Hence I have been provided your details through my contact at DE&S. The email chain below will provide you with a little context. However, to summarise my reason for the FOI request I offer you the following headlines:

- I have made a complaint to Agility GRMS regarding the removal service I was provided by Britannia, in which they have admitted to breaching the MOD Contract.***
- Whilst I understand the contract is commercially sensitive in parts, I am content for the financial aspects of the contract to be redacted as this does not concern me, however, what I do consider relates to my case is the specific metrics surrounding the standard of service that is to be delivered by Agility and their sub-contractors. Whilst I fully appreciate that Britannia have admitted they did not deliver to the MOD contract in my case, the information I have requested will provide me with the context of the extent they breached the contract, as this detail does not exist within JSP 800. Considering my complaint relates to the lack of accountability to sub-contractors and later the lack of transparency I have been subjected to date, I feel that release of this information is entirely appropriate in order to resolve my desired outcome. I am also keen to understand the contractual restrictions placed on the sub-contractor to effectively deal with complaints in terms of compensation, etc.***
- I am meeting with senior representatives from Agility GRMS and Britannia, on 10 December, as part of the complaints process and I wish to have the MOD Contract for this meeting. I have been requesting sight of the MOD Contract since 16 September, initially through Agility GRMS and then to Leidos with no avail (details in the email below)."***

Defence Equipment & Support

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence, and I can confirm that some information in scope of your request is held.

The information you have requested can be found below and in the attachment.

The Ministry of Defence (the Authority) doesn't hold a copy of the Leidos contract with Agility that you have requested. However, Leidos Europe Limited hold Agility to the same standard of service as that between the Authority and Leidos Europe Limited. The attached document shows the standard of service contained with the MOD's contract with Leidos.

In terms of what is specified in Agility's contract to its suppliers regarding storage and packaging, the following requirement is specified (this information is held by the Authority, although it is not known if it is applicable to Britannia, as their sub-contractor):

6.3.0 Storage Facility

6.3.1. Storage must be placed in a dry, secure and climate controlled facility that is well maintained and free from rodents and other pests

6.3.2. The facilities security must be monitored 24 hours a day and secured from unauthorised access

6.3.3. The facility must have suitable fire precautions in place (i.e. No Smoking) and there should be ample firefighting equipment and it must be equipped with a fire alarm system that is regularly tested

6.3.4. Any change of the physical storage facility must be approved by AGILITY GRMS in writing

6.4.0 Packing Specification

6.4.1. Long term storage shipments must be fully export packed, unless alternative arrangements are approved by AGILITY GRMS in writing. AGILITY GRMS origin SOW terms apply.

6.4.2. Storage containers/vaults are required to be loaded directly at the client's residence.

6.4.3. All storage containers are to be sealed with the serial number of the seal annotated on the container packing list. If (with authority and presence of AU and inspectors) a shipment is opened, the new seal numbers are to be noted on the inventory as NEW. The old seals are to be placed inside the container and the numbers although noted as old on the inventory should be visible.

6.4.4. Packed by owner goods must not be accepted for storage.

The MOD doesn't hold information in respect of the contractual restrictions placed on the sub-contractor to effectively deal with complaints in terms of compensation, etc. Under Section 21 (Information reasonably Accessible to Applicant) I can inform you that the MOD contract with Leidos Europe is available on Contract Finder. It is called the Logistics, Commodities and Services (Transformation) Deliver Partner Contract, and is available at this link: <https://www.contractsfinder.service.gov.uk/Notice/65a88912-63bf-46e1-8896-5e16dae1c5fe?p=@QxUIRRPT0=NjJNT08=UF>. The contract itself is found in the documents at the bottom of the page.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

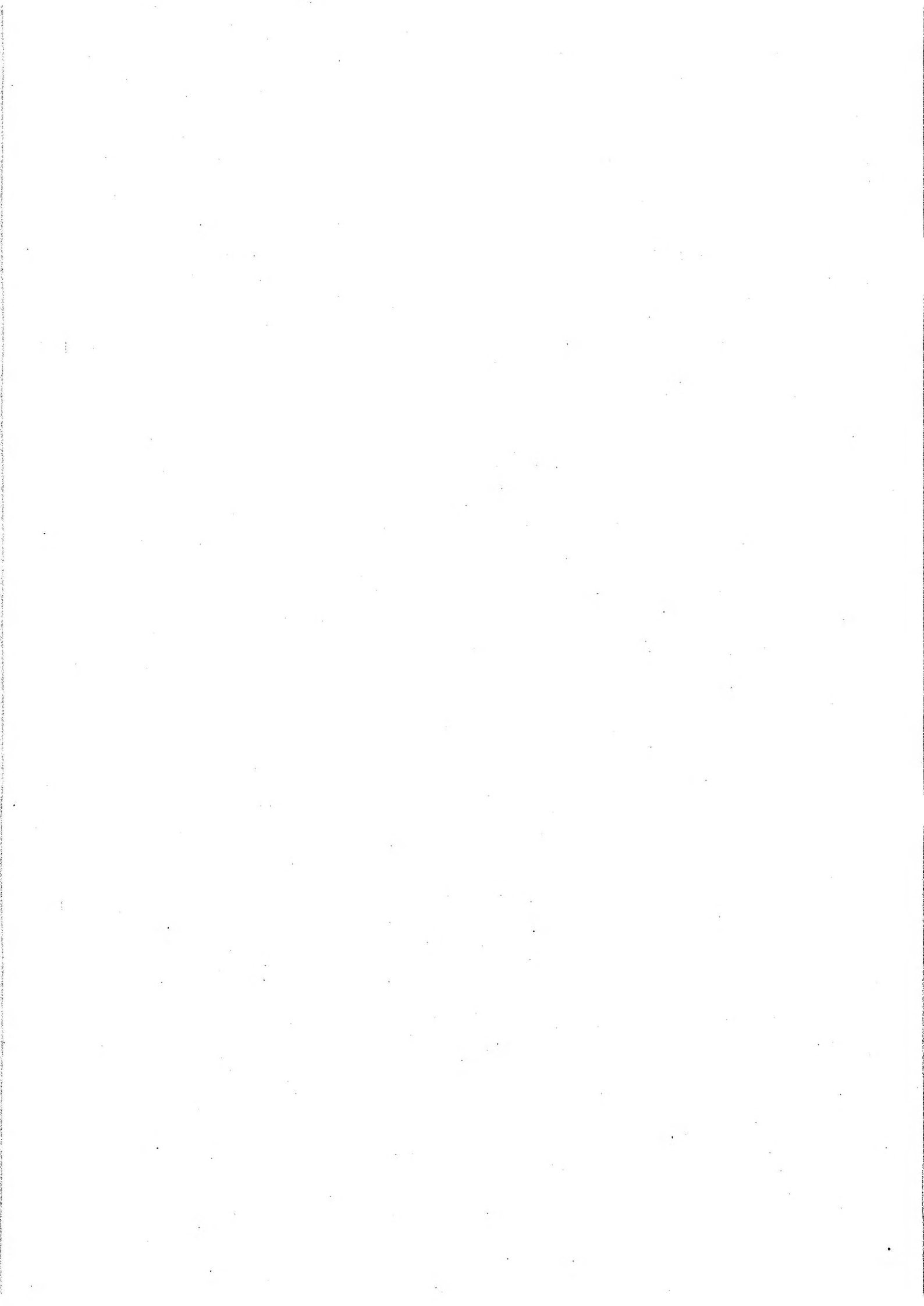
If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.gov.uk). Please note that any request for an internal review should be made within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely

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Defence Equipment and Support



Response

The specific metrics surrounding the standard of service that is to be delivered by Agility and their sub-contractors.

Leidos Europe Limited hold Agility to the same standard of service as that between the Authority and Leidos Europe Limited. This is below:

SOR Line Item number	SOR Line item requirement	Service Performance Standard	Service Performance Category	Service Performance Weighting	Service Performance Failure Points	Repeat Service Performance Failure Period	Service Performance Standard Measure	Service Performance Sub-Category
3.3.1 (i)	<p>Provide as an on Request service all movements of personal belongings in the UK or overseas for Entitled Personnel and dependents within personal scales and Entitlements in accordance with the requirement in the Request from the Authorised Demander, including:</p> <ul style="list-style-type: none"> - provision of advice and support for Entitled Personnel and dependents in the organisation, management and movement of personal belongings throughout the process - booking service - pre-move surveys - furniture movement service - a full contractor pack and unpack service to, from or between countries not specified in the furniture movement service - a self pack removals service , including provision of packing materials - Bulk Moves - storage of furnishings and personal effects <p>The DP shall ensure that packing is compliant with the Codes and Standards, or such higher standards are may be required for certain items and / or modes of transport.</p>	100.00 %	PC2	Medium	2.0	24 hrs	Service Performance Failure Points will accrue for each Service Performance Failure and Repeat Service Performance Failure against this SOR Line Item Requirement in accordance with paragraph 5 of Schedule 10 (PAYMENT, PERFORMANCE & INCENTIVISATI	Event

										<p>The DP shall ensure that packing is compliant with the Codes and Standards, or such higher standards are may be required for certain items and / or modes of transport.</p>
	<p>ON MECHANISM)</p>	<p>Where the total number of shipments in the relevant Contract Month less the sum of the Service Performance Failure Tallys for this SOR Line item in the relevant Contract Month</p>	<p>Event</p>	<p>90.00%</p>	<p>PC2</p>	<p>Medium</p>	<p>2.0</p>	<p>24 hrs</p>	<p>The DP shall ensure shipments arrive undamaged (excluding items packed by owner).</p>	<p>3.3.1 (ii)</p>

3.3.1 (iii)	The DP shall ensure a customer satisfaction rate of 90% or above, to be monitored by customer feedback provided via the online post move quality survey (Nil response to survey is measured at 100% satisfaction.)	100.00 %	PC2	Medium	2.0	24 hrs	Service Performance Failure Points will accrue for each Service Performance Failure and Repeat Service Performance Failure against this SOR Line Item	divided by the total number of shipments in the relevant Contract Month (expressed as a percentage), is less than the Service Performance Standard specified in column C, Service Performance Failure Points determined in accordance with column F will accrue.	Event
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							Requirement in accordance with paragraph 5 of Schedule 10 (PAYMENT, PERFORMANCE E & INCENTIVISATI ON MECHANISM)	
3.3.1 (iv)	<p>The DP shall ensure that there is no breach of Entitlement, save that where the DP obtains the Authority's prior written agreement it may provide the user of the service with up to 15% in excess of the relevant personal scale and Entitlement as set out in the Codes and Standards. The DP shall notify the Authority of all cancellation charges, wasted journey charges and charges incurred for the movement of excess volume, up to 15% over Entitlement.</p> <p>The DP may offer additional excess to users of the service provided that the DP recovers all associated costs directly from the user of the service.</p>	100.00 %	PC2	Medium	2.0	24 hrs	Service Performance Failure Points will accrue for each Service Performance Failure and Repeat Service Performance Failure against this SOR Line Item Requirement in accordance with paragraph 5 of Schedule 10 (PAYMENT, PERFORMANCE E & INCENTIVISATI	Event

