1. **Background Information**
   1. **Introduction**

* + 1. Magenta Living is the largest registered housing provider in Wirral and a not-for-profit organisation, owning and managing just under 13,000 properties. Employing around 500 staff, we are a significant local employer demonstrated by Investors for People Gold Standard and retaining our Customer Service Excellence Certificate.
  1. **Scope** 
     1. The scope of the services under this Framework Agreement, and in respect of individual call-off is for the provision of asbestos management services.
     2. The Framework will cover, but is not limited to Asbestos consultancy, surveying, sampling, air monitoring, and training
     3. The scope of service has been developed by Magenta Living compliance team, in consultation with Lucion Environmental and key users of the existing services based on current and future requirements.
     4. The Framework Agreement will be split into 2 Lots and covers a range of asbestos management services including surveying and bulk sampling as shown below Table 1 and both lots contain an element of consultancy and training

Table 1

|  |  |
| --- | --- |
| **Lot** | **Requirement** |
| Lot 1 - Empty Homes (Void) | * Asbestos Surveying including Refurbishment & Demolition surveys * Bulk Sample Analysis * Air Monitoring * Fibre Counting * Consultancy and Training |
| Lot 2 - All other Magenta property types requiring Communal and Planned Works | * Asbestos Surveying including Management Surveys, Refurbishment & Demolition Surveys, Hybrid (Localised and Management Surveys) * Bulk Sample Analysis * Air Monitoring * Fibre Counting * Emergency callouts * Consultancy and Training |

* + 1. Management Surveys include but are not limited to:
* Communal Surveys
* Responsive Repairs
* Domestic Survey Programme
* Commercial Surveys – these can also be included as Refurbishment and Demolition Surveys
* GCH Surveys
  + 1. Refurbishment and Demolition Survey include but are not limited to:
* Planned Surveys (Kitchens and Bathrooms)
* Commercial Surveys - these can also be included as Management Surveys
* Rewire Programme
  + 1. Providers should note that the sites and buildings in Magenta Living asset base vary considerably between sites in their age, type and usage. Magenta Living may allow Providers to undertake site surveys as part of the process.
    2. Providers must be able to provide all elements outlined in this specification (as a minimum), and work with Magenta Living to determine their exact requirements.

1. **GENRERAL REQUIREMENTS – APPLIES TO BOTH LOTS UNLESS OTHERWISE STATED**
   1. **Framework Coverage**

* + 1. The portfolio to be covered by this Framework Agreement is that of Magenta Living in an area of North West England incorporating Wirral and Cheshire
    2. Providers are to ensure that they can cover the geographical area of the portfolio at present and in future organic business growth. It will be Providers responsibility to update Magenta Living of any changes in their capability throughout the term of the Framework.
  1. **Work allocation**
     1. The allocation of Orders for the Services will be by Direct Award to the topped ranked Provider on the specific Lot based on capacity and performance.
     2. If the topped ranked Provider on a specific Lot indicates they do not have the capacity to undertake the Services, the Order will be allocated to the next ranked provider and so on
     3. If performance levels continuously fail to meet the specified KPI’s Magenta Living reserve the right to allocate the Order to the next ranked Provider on the specific Lot
  2. **Call-Off Orders/IT requirements***.* 
     1. Provider must be able to access and manage Magenta Livings contractors (Northgate) portal to accept works orders, process jobs including the updating of job status and completions including processing financial claims. A flow diagram of this is provided in Appendix E.
     2. Providers will be provided with log in’s and initial training and guidance when first using this portal and any costs associated with this must be bore by the Suppliers with no reimbursement being applicable for the duration of the Framework Agreement.
     3. As well as receiving and completing works orders through the portal, Magenta Living requires Providers to provide any documentation such as survey reports and certification in PDF format, sent to a secure FTP file location (SFTP). Documentation is to be provided on a daily basis or as required by Magenta Living. All files must also be named in the following format to allow uploading into Magenta Livings systems. PRO\_PROPREF – YYYY-MM-DD.pdf. Providers will again be given guidance on this upon Framework commencement.
     4. In answer to the request from Magenta Living for Providers to carry out services, it is Providers’ responsibility to liaise with Magenta Living and obtain all information necessary to enable the services to be carried out at the appointed time and within the allocated timescales.
     5. The Provider must respond within 1 hour with acceptance of the Order.
     6. In the case of an emergency call out, Providers must respond to ML immediately

* 1. **Qualification, Training, Experience and Membership**
     1. Providers operatives, personnel and employees must be fully qualified, experience and trained to undertake the work they are assigned to.
     2. Providers employees providing the services in both lots must hold the following British Occupational Hygiene Society (BOHS) qualifications (or equivalent awarding body) applicable to the work they will be carrying out. Such as:
* P401 Identification of Asbestos in Bulk Samples
* P402 Buildings Surveys and Bulk Sampling for Asbestos (including Risk Assessment and Risk Management Strategies)
* P402R Refresher for Management Surveys, Building Surveys and Sampling for Asbestos
* P403 Asbestos Fibre Counting (PCM)
* P404 Air Sampling of Asbestos and MMMF and Requirements for a Certificate of Reoccupation Following Clearance of Asbestos
* P405 Management of Asbestos in Buildings
* Certificate of Competency in Asbestos (CoCa) -S301/W504 plus oral examination plus PLP
* S301 Asbestos and other fibres (plus oral examination) (CCP Asbestos)
* The Royal Society for Public Health (RSPH) Level 3 Certificate in asbestos inspection procedures
* Have at least 6 months full-time, relevant, practical field experience on asbestos surveys under the supervision of experienced and suitably qualified personnel
  + 1. Providers must hold membership of the following:

* Asbestos Testing and Consultancy Association (ATAC)
* UKATA
  + 1. Providers shall carry out their services in accordance with, but not limited to, the following:
* Control of Asbestos Regulations 2012 (CAR2012)
* Asbestos: The Survey Guide – HSG264
* Asbestos: The licenced contractors guide – HSG247
* Asbestos: The analysts guide for sampling, analysis and clearance procedures – HSG248
  + 1. Providers must provide Magenta Living with an up to date list of employees who are qualified along with copies of their qualifications if requested.
  1. **Accreditation** 
     1. Providers must be accredited by the United Kingdom Accreditation Service (UKAS). The laboratory facilities used by Providers, or their approved nominated sub-contractor, must hold ISO 17025 (Asbestos Testing accreditation) bulk sampling and laboratory bulk analysis and ISO 17020 (Asbestos Surveying Accreditation). Current accreditation evidence and documentation must be produced immediately on request of Magenta Living, at any time during the Framework Agreement term.
  2. **Staff Resources** 
     1. Providers must as a minimum provide adequate staff resources to ensure that contract/project management, technical advice and administrative support is available to meet the requirements of the Framework Agreement.
  3. **Subcontractor Arrangements**
     1. In additional to the requirements specified at clause 10 of Document 7 – Framework Agreement, any additions or amendments to the list of subcontractors must be agreed with Magenta Living prior to any instruction from this Framework to ensure that the Framework Specification and original tender criteria are met. The following information will be required prior to instruction by Magenta Living
* Type of work proposed for the sub-contractor, partnership, and/or consortia arrangement to undertake.
* Relevant accreditations held by the sub-contractor, partnership, and/or consortia arrangement for the type of work to be carried out.
* List of operatives and their relevant qualifications, training and experience, DBS information etc. for the type of work to be carried out.
  + 1. Providers will take on all responsibility for the sub-contractor and the work they carry out and should ensure they have vetted any sub-contractors prior to instruction or contract commencement with Magenta Living. Vetting should include, but not be limited to, the following checks:
* Any necessary licences and certification.
* All required membership of trade bodies, accreditation, training and qualifications.
* All necessary Disclosure and Barring Service checks of sub-contractor employees and operatives.
  + 1. Sub-contractors are required to be pre-approved by the Magenta Living and all relevant qualifications and insurances made available. Prior notice and authorisation is required before they can be utilised to fulfil any shortage on site. Magenta Living reserves the right to withdraw this at any time if the sub- contractor is found to be non- compliant in any area. Sub - contractor/s would be subject to the same level of qualifications and KPI’s as the Provider and the Provider accepts full liability for their operations and works.
  1. **Mobilisation**

* + 1. The Provider must have a managed and planned process which includes timescales for implementation of the Services that may be called off under the Framework Agreement.
    2. The Provider must provide a mobilisation plan following receipt instruction/order from Magenta Living and should include details pertinent to instruction provided.
    3. A detailed Asset Register for all assets to be covered under this Framework Agreement can be found at Appendix F
    4. When providing the mobilisation plan, Providers are expected to take an organised approach which covers:
* Gathering detailed information on the scope of the project i.e. asset register information.
* Developing knowledge on Magenta Living’s customers, particularly for this Framework around vulnerable or at-risk customers.
* Planning resources and, where necessary, acquiring additional resource (employees, equipment etc.).
* Understanding key stakeholders and building key contact relationships.
* Communicating effectively internally to the right departments i.e. finance, IT, technical support, and involving them where necessary.
* Contingency planning.
* Management information requirements.
  + 1. Magenta Living will require dedicated personnel, with the autonomy to manage the mobilisation stage of the Framework Agreement
  1. **Exit Management** 
     1. Magenta Living considers that the winding down of the Framework Agreement to be equally as important as mobilisation to ensure the effective handover to any new Provider.

* + 1. At the request of Magenta Living, Providers must:
* Complete all surveys by the End or Termination Date in accordance with this specification and any further Magenta Living requirements detailed.
* Provide all warranty documentation and information and relevant drawings to Magenta Living no later than 3 months after the End or Termination Date in a legible form and format required by Magenta Living.
* Provide all Data in a format (as requested by Magenta Living), to ensure a seamless transfer to a new supplier.
* Provide all TUPE information (if applicable).
  + 1. In addition to the above requirements Providers will be expected to adhere to the requirements specified in Appendix I – Demobilisation Plan
  1. **Business Continuity, Contingency and Disaster Recovery**
     1. The Provider(s) must maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the provision of the Services as described in this Specification can be continued in the event of any business disruption including IT difficulties and Force Majeure. The Provider shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles and operation of [ISO22301](http://www.bsigroup.com/en-GB/iso-22301-business-continuity/) or equivalent throughout the term of the Framework Agreement.
  2. **Personal Identification Cards** 
     1. Providers employees must carry their ID card, particularly when visiting and working at Magenta Living properties.

* + 1. In addition, Providers must provide all their employees (and sub-contractors who are to work on the Magenta Living Framework) with identification cards stating that they are bona-fide employees and/or sub-contractors of the said provider. The cards must have a photo of the employee, their name, Provider company name and contact details.

* + 1. No person will be allowed to undertake work without an identification card and random checks will be made on operatives’ identification cards.
  1. **Lone Workers**
     1. If Providers employ lone workers, it will be necessary to take extra precautions to ensure that lone workers are at no greater risk than their other employeesand must haveadhere to Magenta Livings Lone Worker Policy - Appendix A
  2. **Code of Conduct, Including Conduct on Site** 
     1. Providers must adhere to Magenta Livings Code of Conduct - Appendix B
     2. Magenta Living will provide Providers with any information in advance of the commencement of the services regarding potentially violent persons (PVPs), or other relevant information about the property and/or tenant/occupant (e.g. that operatives should not attend alone), and Providers will take this information into account when planning the services.
     3. Particular note should be taken to instruct operatives not to involve themselves in discussion with occupiers, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Employer’s business or concerning other occupiers, other properties or other Providers. Any enquiry from occupiers or others concerning the Employer’s business should be diplomatically redirected to the appropriate staff.
  3. **Customer Service Standards** 
     1. Providers are always to work to standards of best practice and must provide the highest levels of customer service to Magenta Living, their staff, residents, and customers at all times.

* + 1. Providers should have in place an effective customer service strategy, policy and/or standards that outline the Providers approach to:
* Understanding and meeting all customers’ needs and preferences.
* Understanding and meeting the specific needs of disadvantaged, vulnerable, elderly or infirm groups.
* Ensuring all customers, properties and premises are treated with due care and respect.
* Minimising risk and exposure of customers whilst work is in progress.
  + 1. Providers must ensure their customer service strategy, policy and/or standards are effectively disseminated throughout their organisation and monitored, reviewed and updated.

* 1. **Communications**

* + 1. Providers shall provide and maintain a system that facilitates quick and responsive communications with Magenta Living. Providers shall communicate and liaise regularly with Magenta Living, such liaison will include, but is not limited to, discussions over work schedules, delayed works, general performance, non-performance, variation of works and monthly payment issues.

* + 1. Providers will be supplied with a list of key telephone numbers, fax numbers and email addresses for Magenta Living.
    2. Providers shall provide the same to Magenta Living, which is to cover 24 hours a day, seven days a week and to include for emergency situations. It is imperative for Magenta Living to be able to contact Providers, inclusive of out of hours.

* + 1. The person within Magenta Living to whom contact is made shall be provided with and have access to the authority to directly instruct operatives of Providers to carry out work and to give instructions relating to the priority of the work and to make decisions within an emergency situation.
    2. Providers will appoint a main point of contact for Magenta Living throughout the duration of this Framework. They shall be available to answer urgent contact from Magenta Living during normal working hours. This communication should be by mobile telephone, email, PDA and/or radio to facilitate instantaneous communications for instructions and reports.
    3. Providers shall implement a system of communicating operational schedules of routine and non-routine services to Magenta Living. This system shall be capable of communicating both planned and completed services and include details of performance in accordance with standards, outputs and performance measures outlined within this specification. **This requirement is applicable to Lot 2**
    4. Information should be provided in a timely manner by Providers to Magenta Living and its staff and customers in order that they may cooperate with Providers, and any necessary control measures that Providers may need to put in place during the works **This requirement is applicable to Lot 2**
  1. **Complaints** 
     1. The Provider shall acknowledge any complaints received directly from Magenta or its representative within 2 (two) Normal Working Hours of the details being received and shall deal with such complaint as a matter of priority. The Provider must either resolve or make proposals to Magenta to resolve all complaints within 24 (twenty four) hours of their receipt.
     2. The Provider must work proactively to resolve complaints promptly. Until a complaint is resolved the Provider must provide progress updates to Magenta until the complaint is resolved to the satisfaction of Magenta.
     3. The Provider must provide a comprehensive report within 15 (fifteen) Working Days of the end of each quarter on all complaints made during that quarter (with each quarter being a period of 3 months from the Starting Date). The reports shall contain the following information in relation to each complaint made in that quarter and any complaints that were made in previous quarters but were not resolved by the start of that quarter:
* date received;
* name of complainant;
* nature of complaint;
* actions taken to resolve the complaint; and
* date of resolution.
  1. **Modern Slavery** 
     1. The Modern Slavery Act 2015 enforces protection against slavery and trafficking in the UK. It requires business over a certain size to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains.

* + 1. Following its introduction, Magenta Living have undertaken a review of the requirements and fully supports the principles of the Act, we are therefore committed to ensuring Providers are fully compliant.

* + 1. Prior to the commencement of any works under the Framework, Providers will provide a statement to demonstrate understanding of the requirements of, and compliance with the Act.
  1. **Health and Safety**

* + 1. Providers are expected to encourage a diligent approach to Health and Safety using a Health and Safety Management System, that is managed and frequently reviewed and updated by qualified personnel.
    2. All employees should be trained on the policies and procedures within the Management System, and copies should be readily available for all employees to access.
    3. Providers must take every precaution necessary to protect the health, safety and wellbeing of their employees and customers (i.e. tenants), whilst carrying out their obligations under this Framework.
    4. Providers should have in place robust health and safety policies, in line with legislative, regulatory and industry standards, to account for the services they will be providing throughout the Framework,
    5. Providers must provide their health and safety policy to Magenta Living, when required and be willing to show evidence of how this policy is applied to their business and demonstrate how staff are appropriately trained to ensure the policy is always put into practice. Providers must also be able to demonstrate their compliance with, or willingness to adopt, Magenta Living’s health and safety policies during the term of the Framework.
  1. **Adverse Events** 
     1. Providers must keep accurate and up to date records of adverse events such as near misses which, for the purposes of this Framework, are as described in HSG 245.
     2. Recording of adverse events will be used by Providers and Magenta Living to identify weaknesses in operational procedures. Deviations from normal practice, while rare, have potentially severe consequences and the review of such events has shown that more serious consequences may be avoided by implementing lessons learned from review. The recording of adverse events by Providers will be reviewed by Providers and Magenta Living over time and where any patterns emerge, remedial action may be taken.

* 1. **Environmental Policy**
     1. Providers, and any sub-contractors they make use of, will have developed an environmental policy and will be required to observe good environmental practices and in relation to the products, works and services they deliver. Providers are encouraged to consider reduction of energy use and carbon footprint through sustainable consumption, natural resource protection, waste and pollution reduction.
     2. Providers must provide their environmental policy to Magenta Living as and when required and be willing to show evidence of how this policy is applied to their business and demonstrate objectives to continually improve environmental performance in its operations.
     3. Providers are expected to demonstrate compliance with any relevant statutes, codes of practice, industry guidance and environmental policies of Magenta Living, as well as an up to date working knowledge of the best environmental management practice.
     4. Providers shall give consideration, where possible, to:
* The use of products that originate from sustainable resources, in accordance with relevant legislation and guidelines.
* The use of non-ozone depleting products and materials.
* The use of energy efficient appliances.
* The use of recycled products and materials.
* Avoid purchasing or using products that contain CFCs, HCFCs, methane, and other toxic substances.
* Minimising noise and air pollution.
* Avoiding contamination of land and water.
* Protection of Trees.
* Recycling of batteries.
  1. **Framework Management**
     1. All Orders called off under this Framework Agreement will be managed by Magenta’s Client Representative, who will have lead responsibility for monitoring and managing the Services called off from the Provider.
     2. The Provider shall provide ML with a designated point of contact and ensure that the person appointed as the Provider’s primary point of contact in relation to the Framework Agreement (“the Provider’s Representative”) possesses relevant experience applicable to managing the Orders.
     3. The Provider’s Representative shall be responsible for the execution and management of all Orders and will liaise directly with the Client Representative as required. The Provider’s Representative will have responsibility for ensuring the effective implementation and management of the following requirements:
* day to day management of the Services;
* ensuring compliance with the standards outlined in this Specification;
* establishing, implementing, monitoring and managing of a complaints procedure that is in accordance with this Specification and is acceptable to Magenta, ensuring corrective actions are taken where weaknesses are identified; and
* the provision of feedback on resolution/corrective action to be taken in response to complaints.
  + 1. The Provider’s Representative will be required to work in partnership with Magenta to ensure that best value is provided through this Framework Agreement.
    2. The Provider’s Representative must be given necessary authority to take all necessary remedial actions where problems arise, where fault lies with the Provider.
  1. **Performance Management**

* + 1. Providers are expected to have in place appropriate performance management systems throughout the Framework period in order to ensure all ‘goals’ set are consistently met in an effective and efficient manner.
    2. In order to achieve a high level of performance throughout the Framework period, Providers must:
* Have in place an effective performance management plan, strategy and/or systems, specific to the requirements of the Magenta Living Framework
* Continually monitor, review and update their performance management plan, strategy and/or systems.
* Promptly identify any poor performance and put in place the necessary control measures in order to improve performance to a satisfactory level over an acceptable timescale to Magenta Living.
  1. **Performance Monitoring**

* + 1. Magenta Living will monitor the Framework overall so as to ensure that high quality and consistent level of service are being maintained.
    2. Provider performance will be reviewed regularly at a frequency as set by Magenta. The Provider must co-operate with Magenta to enable an effective review of delivery of the Services.
    3. The Provider will be required to produce a monthly service delivery report for the Client Representative. It is envisaged that monthly performance monitoring meetings will be held initially which may change to quarterly meetings during the Framework Agreement duration, subject to ongoing performance.
    4. The Provider will be required to provide Management Information Reports, including as a minimum the following:
* monthly activity report;
* KPI monitoring information; and
* monthly complaints report.

* + 1. Monitoring will include, but is not be limited to:
* Routine and random inspections and checks of all services carried out.
* Inspection of compliance with livery, uniform and staff ID requirements.
* Inspection of operations including all aspects of health and safety.
* Evaluation of work performance record sheets and other documentation kept and maintained by Providers.
* Customer monitoring and Evaluation of any complaints received.
* Information must be provided to Magenta Living when requested without any undue delay.
  + 1. Auditing and monitoring must be carried out on activities by Providers and the results documented and shared with Magenta Living when requested. All audit findings and recommendations must have corrective actions and preventive measures implemented in a timely manner to rectify any issues.
    2. Providers shall ensure that sufficient resource is in place to maintain the monitoring of quality and environmental management systems, for the duration of the Framework thus ensuring the service objectives and Framework standards
  1. **Key Performance Indicators (KPIs)**

* + 1. Providers, with contribution from Magenta Living, shall continually monitor performance of the works against Key Performance Indicators (KPIs) to ensure performance is to required target levels with provision for continued improvement.

* + 1. KPI’s are detailed in Appendix C – KPI Handbook and will form Schedule 3 of the Framework Agreement. Magenta Living will request KPI information from Providers as and when required. Note, Magenta Living will only monitor the individual service KPIs except where multiple services are fulfilled by one Provider.

* + 1. Providers shall maintain and keep detailed documentation to validate the KPI criteria and provide detailed method statements as to how they are to be achieved.
  1. **Quality Management**

* + 1. Providers shall have in place an effective quality management system relating to the work they are carrying out, i.e. quality assurance and quality control systems, to ensure the highest standards for Magenta Living.
    2. Providers must provide evidence of their internal quality management systems to Magenta Living upon request.

* 1. **Quality Checks and Auditing** 
     1. Providers must have in place a system for assuring that the quality of the service it provides is based upon the principles of best value and continual improvement, self-assessment, ensuring that day-to-day responsibility for the quality of the service is managed primarily by Providers, but with review and monitoring carried out in conjunction with Magenta Living.

* + 1. Providers must work together with other providers in reference to any licenced removal works as Magenta Living are able to utilise the four-stage clearance for quality assurance/ site audit purposes
    2. Where necessary an auditing process will be required which may be internal or external, the extent of which will vary. Typically, audits monitor up to 10% of service and Providers will be required to carry these out and manage the process using an independent auditor.

* + 1. Providers are expected to feedback the results of these quality checks to Magenta Living on a regular basis through the monthly/quarterly review meetings. Quality checks will be a standard agenda item at meetings for discussion with Magenta Living.
    2. Magenta Living may also have a percentage of the services checked independently by an external organisation to identify any quality issues, completion issues or unsatisfactory works. Some of this quality control work may be carried out whilst works are in progress and Providers will be expected to co-operate in this respect. The result of such quality control works will be given to Providers and there will be an expectation that any shortfalls highlighted will be addressed by Providers and that Providers demonstrates the actions to be taken.
  1. **Risk Assessment and Method Statements** 
     1. Providers must conduct thorough risk assessments for all main tasks, jobs and processes carried out throughout their organisation, and must produce appropriate method statements for all jobs or tasks carried out for the term of the Framework.

* + 1. Risk assessments and method statements must satisfy the requirements of any relevant legislation, and, above all, ensure the health and safety of all Providers employees and agents at all times.
    2. Providers will be required to provide relevant documentation of risk assessments and method statements relating to the services following receipt of an instruction/order from Magenta Living.
  1. **Future Proofing**

* + 1. Magenta Living recognises the need to ensure that we and our Providers can adapt and respond to any changes in legislation, regulation, new technologies and best practice. Providers are therefore expected to remain up to date with industry and legislative developments and changes and ensure their continued professional development.
    2. The Provider is expected to remain competent in all systems and installations which are set out in this Specification, and to keep abreast of new and emerging technologies and be able to provide these.
    3. The Provider will be expected to share any changes to industry and legislative developments and changes with Magenta Living.
  1. **Survey Programmes – Applicable to Lot 2 Only**

* + 1. Providers will work in conjunction with Magenta Living to produce a survey programme based on the Magenta Living requirements. Each programme will be a specific programme designed in partnership between Providers and Magenta Living and that suits the needs of individual instructions.
    2. Magenta Living will make available to Providers all details relevant to the requirements that they hold, including assets requiring survey, site, geographical, survey and property information etc. in order to allow Providers to plan and produce a survey programme. Where Magenta Living’s information is not complete, Providers will be expected to work with Magenta Living in order to develop this information and incorporate it into any programmes throughout the Framework Agreement.
  1. **Routine and Non-Routine Services** - **Applicable to Lot 2 Only**

* + 1. Routine services shall be the type of services or tasks that are carried out on a regular basis and appropriately scheduled by Providers to achieve the specified requirements and outputs in accordance with the specification.

* + 1. Providers shall also provide Magenta Living with copies of all their completed work activity record sheets from the previous week(s) in order for Magenta Living to carry out quality and quantity work inspection checks against specification and output standards, such checks will form the basis of monthly invoice payments.

* + 1. If for any reason any work activities do not or cannot take place on the scheduled day, then Providers shall notify Magenta Living immediately and advise the rescheduled workday.

* + 1. Non-routine work is the type of work that cannot be predicted and as such cannot be accurately programmed. In all instances, such work shall only be carried out by Providers under instruction from Magenta Living.

* 1. **Hours of Work**

* + 1. Normal working hours will be between the hours of 8.00am and 5.00pm Monday to Friday. Providers are to note that this may vary depending on site type and access restrictions

* + 1. Out of hours will be between the hours of 5.00pm and 8.00am Monday to Friday and all-day Saturday, Sunday, and Bank Holidays. Except for managing emergency situations and call outs which will be stipulated at each event, Sunday working will only be allowed in exceptional circumstances and with prior written permission from Magenta Living.

* + 1. Where differing holiday arrangements exist between Providers and Magenta Living, it shall be the normal office hours of Magenta Living which shall prevail unless otherwise specified. Providers will not be allowed additional out of office hours charges that vary from those agreed through the Framework pricing. Providers shall maintain a full service and complement of operatives during and out of normal office hours for Magenta Living, including Bank Holidays.
    2. Providers should be aware that from time to time these opening hours may change to accommodate local management issues such as staff shortage, training and holiday arrangements.

* 1. **Follow Up Services**

* + 1. Any follow up services identified by Providers employees which does not form part of this Framework Agreement, must be verified by Magenta Living. This verification must be done by whatever means possible to satisfy Magenta Living that the follow up service is required. An example of follow up services may be a surveyor informing Magenta Living of some badly damage ACM identified during a routine Management survey which need immediate remediation
    2. Should it transpire, after the Providers’ surveyor or management team verify works are required, that no such requirement exists for whatever reason, then the full inclusive costs associated with such follow up work will be deducted from any payments due to the Provider.
  1. **Standard Documentation**

* + 1. Providers shall include for completing and returning all documentation referred to, but not limited to, within this specification and any subsequent instruction to Magenta Living within the agreed timescales.
    2. All documentation must be printed clearly and should not be handwritten. Handwritten documentation is only acceptable with prior consent from Magenta Living and must be legible.
    3. All photographs, maps, plans etc. must be provided to Magenta Living to support any documentation and must be printed clearly when in hard copy. If provided electronically these should be provided in an appropriate format, such as JPG or GIF for photographs, AutoCAD for plans and pdf for maps.
    4. The address and any unique property reference number should be stated clearly on all relevant documentation.
    5. Providers should make available standard template documentation for all types of work and should be able to tailor these documents to suit the unique requirements of Magenta Living. Providers may be required to use Magenta Living’s standard documentation which will be detailed prior to works commencing.
    6. All standard documentation supplied to Magenta Living in electronic formats must be able to be uploaded into Magenta Living’s IT systems.

* 1. **Failure to Complete and Unsatisfactory Services**
     1. If Providers fail to complete the services within agreed timescales, or fail to remove or make good any defective or unsatisfactory work, when ordered to do so, Magenta Living may arrange for satisfactory completion by others and charge Providers with any additional costs incurred. Magenta Living may also retain any monies due to Providers at any time up to the amount of such costs.
  2. **Access Procedures**

* + 1. Following appropriate consultation with Magenta Living to establish the programme of services, Providers are to make all access arrangements in agreement with Magenta Living.
    2. Services may be undertaken in both void and occupied properties, and Providers will work in conjunction with Magenta Living to make the necessary access arrangements. Where required, Providers may be required to contact Magenta Living by the following ways:
* Written notification prior to any visit.
* Email notification prior to any visit.
  + 1. Access procedures may differ for different site types and therefore will need agreement prior to commencement of the service requirements.
    2. Following the agreed procedure, if an operative is unable to gain access to a property, Magenta Living will not be responsible for costs incurred by Providers or their sub-contractor. Providers must allow for and inform Magenta Living in the event of three failed attempts to gain access to a property. The Provider will be required to leave proof of attending the property, including contact details where possible
    3. Providers shall indemnify Magenta Living against any financial claims from the tenants or occupants of the dwellings, included within the schedule of properties supplied by Magenta Living, due to the failure of Providers to keep appointments. **Applicable to Lot 2 only**
  1. **Working with Vulnerable Persons / Safeguarding** 
     1. Where the appointed Provider is likely to come into contact with vulnerable Residents including children or adults at risk in the delivery of the Works under the Framework, they must comply with the requirements of the Magenta Safeguarding Policy – a copy of which can be obtained from Magenta on request. The Provider must have sufficiently robust recruitment procedures in place to minimise the risk employing individuals whom could pose a risk to the Residents.
     2. Magenta Living and its partners including its contractors have a role to play and a duty of care in promoting the welfare of children and adults at risk as part of their day to day work. The Provider must immediately advise Magenta of any concerns the Provider has regarding anything that is brought to the Provider’s attention while carrying out the Works.
     3. Magenta Living may, at its own discretion, require the Provider to attend safeguarding training. This training will be provided by a Magenta Living representative free of charge. This training may take place before the Starting Date and/or commencement of any Order.
     4. The Provider must undertake DBS Checks as required by Law and not employ any Worker on the Works where this discloses that there are concerns in relation to their working alongside children or vulnerable adults.
     5. The Provider must inform Magenta Living if any Worker has or becomes subject to a restraining, harassment or non molestation order as this prohibits them from working in certain geographical areas.
     6. The Provider must ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Providers cost.
     7. Additionally, Providers shall ensure that no person is employed or otherwise engaged in the provision of the services without the Magenta Living prior written consent if:
* The person has disclosed any Convictions upon being questioned.
* The person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body).
* The person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body), upon request by the Provider.
  + 1. The Provider may only continue to employ such members of staff on this Framework Agreement with Magenta Living’s express written consent and with safeguards being put in place such as Magenta Living may reasonably request. Should Magenta Living withhold consent, the Provider shall remove such members of staff from the contract immediately.
    2. The Provider shall immediately provide to Magenta Living any information, reasonably requested, to enable Magenta Living to satisfy itself that the obligations set out in this section have been met before access is granted.
    3. Magenta Living may at any time request that the Provider removes and replaces any member of staff from the provision of the Services, provided that Magenta Living act reasonably in making such a request.
    4. Prior to making any such request Magenta Living shall raise with the Provider any concerns, regarding the member of staff, with the aim of seeking a mutually agreeable resolution.
    5. Magenta Living shall be under no obligation to have such prior discussion should they have concerns regarding service user or other vulnerable person’s safety.
  1. **Prevent Trespass**

* + 1. Providers employees must not trespass upon properties adjoining those where services are being carried out. If execution of the services requires entering upon an adjoining property, prior permission must be sought.
    2. Providers must indemnify Magenta Living against any claim or action for damages on account of any trespass or other misconduct of its employees. Employees will only be allowed into such parts of the site and buildings as may be necessary to execute the services.
  1. **Protection of Personnel, Occupants and the Property** 
     1. Providers must take all appropriate measures as per the relevant legislation and guidance to ensure the protection of its operatives, the occupants, and the property.
     2. Magenta Living will provide Providers with information in advance of the commencement of services, on any potentially violent tenants (for example the surveyor should not attend alone) or other relevant information about the property or tenant/occupant. Providers shall take this information into account when planning works and appropriate measures shall be agreed and implemented
     3. Providers must issue the appropriate Personal Protective Equipment (PPE) and Respiratory Protective Equipment (RPE) for the services being undertaken, and it must be used correctly, by those who require it, for the required period.

* + 1. All equipment, used to carry out the works, must be cleaned, stored, maintained, and periodically tested accordingly.
    2. Throughout the execution of any services, Providers must always ensure the health and safety of occupants.
    3. Providers must always include for the protection of the property’s fixtures and fittings. In the case of occupied dwellings, Providers must protect the occupier’s belongings from damage, either by appropriate covering with sheeting or removal of such belongings from the working area where possible.

* + 1. Providers must also take care of gardens, trees, shrubs, paths, kerbs and verges etc. and shall make good and reinstate any damage or disturbance caused by the works, without cost to Magenta Living.
  1. **Plant, Tools and Vehicles** 
     1. Providers are responsible for providing all the plant, tools, equipment and vehicles necessary to complete the services and ensure that these are all kept and maintained in good working order with in-date testing and certification which must be available for audit. This includes, but is not limited to, insurance, MOT, calibration certificates, Portable Appliance Testing.
     2. Plant, equipment, and tools should be appropriately stored at the end of each working day in designated lock-up areas or at Providers base of operations. Where lock-up facilities are required on-site, these must be agreed prior to commencement of works with Magenta Living. Magenta Living are not responsible for the safety and security of Providers vehicles, tools and equipment.
  2. **Hazardous Materials**
     1. Providers must comply with Magenta Living Asbestos Safety Policy – Appendix D regarding the use of chemicals, materials and hazardous substances. Providers will be expected to carry out all services according to these policies, current legislation and Codes of Practice with regards to the Safe Use of Chemicals and Hazardous Substances. The Control of Substances Hazardous to Health Regulations 2002 and the Health and Safety at Work Act 1974 must always apply.
  3. **Disposal of Waste**

* + 1. On completion of any operation or at the end of each working day, whichever is the sooner, Providers must remove from site all waste materials.

* + 1. They must also include for all surplus materials and debris arising out of the works to be removed from the site or dwelling and the work area shall be left in a safe, clean and tidy condition. Waste or materials are not to be stored in works areas.

* + 1. All waste materials shall be taken only to authorised disposal, treatment, and whenever possible recycling facilities, at the expense of Providers.
    2. Providers must make every effort to recycle materials where possible to avoid land fill.
    3. Magenta Living may request at any time copies of all waste disposal certificates
    4. The Provider must hold the relevant valid license(s) and be a registered waste carrier/ broker/ dealer for the removal and disposal of any waste that may arise from the delivery of the Works under this Framework Agreement and such removal and disposal of waste must be carried out in accordance with all applicable Law, including the following (as amended from time to time):
* Waste (England and Wales) Regulations 2011 as amended by the Waste (England and Wales) (Amendment) Regulations 2014;
* Hazardous Waste (England and Wales) Regulations 2005, as amended by the Hazardous Waste (England and Wales) (Amendment) Regulations 2016;
* Waste Electrical and Electronic Equipment Regulations 2013 as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015;
* Environmental Permitting (England and Wales) Regulations 2016 as amended by the Environmental Permitting (England and Wales) (Amendment) (No. 2) Regulations 2016; and
* Highways Act 1980 Sections 139 and 140 in relation to the use of skips
  1. **Illegal Parking**
     1. The Provider shall not park or allow their Workers, agents, or Subcontractors to illegally park any vehicle upon the public and estate footpath, fire-paths, pre-allocated car parking areas or grassed areas.
  2. **Working from Ladders**
     1. Under normal circumstances working from ladders will not be considered as working from a safe working platform. However, in exceptional circumstances only, following a Health and Safety Risk Assessment, prior agreement may be sought in liaison with Magenta’s Health and Safety Manager for approval to work from ladders.
  3. **Continuous Improvement** 
     1. The Provider must maintain a “continuous improvement” culture that focuses on improving the service delivery and quality of the Services being provided under this Framework. arrangements. Quality assurance and continuous improvement must be fully integrated into the Service provision and be supported with the appropriate procedures and processes.
     2. The Provider must assist Magenta Living to identify opportunities to improve the Services under this Framework including though:
* Reduced costs
* Enhanced capability within Magenta Living in terms of knowledge transfer and upskilling
* Sharing of lessons learned with Magenta Living to improve awareness and knowledge of strategic approaches and market insights and innovation.

1. **TECHNICAL SPECIFICATION – APPLICABLE TO BOTH LOTS UNLESS SPECIFIED OTHERWISE**
   1. **Background to Asbestos**
      1. Asbestos was used extensively as a building material in the UK from the 1870’s through to November 1999, with peak usage being between the 1950’s and the mid 1980’s. It was used in over 3000 products found in the built environment and its thermal properties and chemical resistance made it ideal for fireproofing and insulation. Buildings built after 2000 should not include asbestos, this cannot be guaranteed as machinery and building components imported into the UK after 2000 may contain asbestos.
      2. Magenta Living have a duty to manage asbestos within properties and premises they own or manage as a landlord, as well as a duty as an employer to minimise the risk of exposure to asbestos containing materials (ACMs) to their employees
   2. **Asbestos Surveying and Bulk Sampling** 
      1. Providers shall be able to provide a range of asbestos survey and sampling services to assist Magenta Living in complying with all current legislation and regulations regarding asbestos within their properties.

* + 1. Surveys are to be carried out by Providers in order to assist Magenta Living to manage asbestos in their premises as is their legal obligation.

* + 1. Surveys are intended to provide sufficient information for Magenta Living asbestos registers, management plans, and risk assessments.

* + 1. Providers are required to conduct surveys in line with the HSE’s guidance contained within HSG264 Asbestos: The Survey Guide. This includes the content of survey reports, use of survey equipment, types of survey, sampling, etc.
    2. The following should also be carried out in accordance with current legislation and HSE guidance contained within HSG264 and HSG248.
  1. **Survey Reports** 
     1. All survey reports should contain the following sections:
* **Executive Summary:**

This should briefly describe the scope, type and extent of the survey and it should summarise the most important information including:

* Location with identified or presumed ACMs
* Areas not accessed (specific to the survey)
* ACMs with high material assessment scores
* Clear notes on actions, recommendations and priorities
* **Introduction covering the scope of work:**

This should:

* Explain the scope of the work and the purpose, aims and objectives of the survey.
* Contain a description of the nature and age of the building(s) plus construction type.
* **General site and survey information:**

This should include:

* Name and address of the organisation
* Name of the surveyors
* Name and address of person who commissioned the survey
* Name and address of the premises surveyed
* Magenta Living unique property reference number
* Date of the report and date of the survey
* Description of the areas included in the survey
* Description of any areas excluded in the survey
* Survey method used (HSG264 and/or other documented procedures)
* Type of survey undertaken (management or refurbishment/demolition, including any combination and where they apply in the premises)
* Any variations or deviations from the method
* Agreed exclusions and inaccessible areas (with reasons) specific to the survey
* **Survey results (including material assessment results):**

The survey results should be summarised in table format and as a set of marked up plans (site specific diagrams and photographs), showing the location of ACMs and presumed ACMs. The summary table should contain the following information:

* Location of ACMs (identified by room and position)
* Extent of ACMs (area, length, thickness and volume as appropriate)
* Product type (as per HSG264 Appendix 2)
* Level of identification of the ACM (presumed, strongly presumed or identified)
* Asbestos type in the ACM (e.g. Chrysotile, Amosite, Crocidolite)
* **Conclusions and actions:**

This should summarise the rooms where asbestos is present and the products/items which contain asbestos, acting as an ‘easy guide’ to Magenta Living. It should also contain a list of any remedial actions identified by the material assessment/ priority assessment and the urgency of such action e.g. immediate, middle, longer-term.

* **Bulk analysis results:**

This should contain the certificate of analysis showing the results of the samples taken. This data can be listed in an appendix with the following information:

* Name and address of the laboratory carrying out the bulk identification.
* A reference to the method used.
* Laboratory’s current UKAS accreditation for bulk asbestos analysis/sampling and accreditation number.
* A table or appendix summarising the results of the bulk analysis including asbestos found or not found and types identified by sample identifier.
* Dates the bulk analysis was carried out and reported by the laboratory.
* Names and signatures of the analyst and any countersigning person.

Photographs should also be included in the report and should be specific to the room/site and not cloned from other similar sites\areas. Photographs should show the material sampled, its condition, location and surrounding environment. Magenta Living may use photographs provided in the survey report as a benchmark for the comparison of condition over time as well as to identify actual sampling points.

Reports should be presented in a format that can be uploaded directly into Magenta Living’s management systems or onto an intranet or as a hard copy.

All survey report formats shall be presented when required by Providers as Magenta Living requirements may change in the interim. Report production, formats and data provision will be finalised with Providers prior to works commencing

* **Management Surveys (refurbishment and demolition and targeted surveys where work is not imminent)**:

The following additional information should be provided:

* Accessibility of the ACM
* Amount of damage or deterioration
* Surface treatment (if any)
* The material assessment score or category (high, medium, low, or very low)
* The Priority Assessment (to be completed by the Supply Partner)
* Any actions required from the material assessment

Survey results should be presented in a format as outlined in HSG 264 in conjunction with a marked-up building plan.

Information in the results table should be presented on an individual room basis. Any rooms or areas not accessed and presumed to contain asbestos should be included in the results table. Priority assessments are to be included, and any actions required highlighted. (Note: the priority assessment is carried out in consultation with Magenta Living but will be based largely on surveyor observations on traffic levels risk of disturbance, accessibility etc.)

Where suspect material is proved not to be asbestos, by sampling or other means, this should be recorded in a separate table. This will help in identifying future false positives in premises.

* + 1. **Survey Equipment**

* + 1. Providers should ensure their operatives conducting surveys have the recommended pieces of equipment/information as stated in HSE guidance, including as a minimum:
* Site Plan
* Logbook, organiser, computer
* Step ladder
* Suitable access equipment, i.e. crawl boards and extendable ladders
* PPE and RPE where identified in risk assessments
* Camera with flash, and preferably with date and number facility
* Torch
* Access keys to rooms and covers
* Screwdrivers.
  + 1. This list is not exhaustive, and Providers should ensure their operatives always carry equipment appropriate to the type of survey services being carried out
    2. Should Providers operatives to be found not to have all required equipment on site whilst conducting surveys, Magenta Living may suspend work until all equipment is present
  1. **Required Survey Types**
     1. Providers will be expected to undertake the following survey types under this Framework Agreement.
     2. **Refurbishment and Demolition Surveys**
     3. Providers are to conduct Refurbishment and Demolition Surveys (R&D) as defined at para 1.2.6 of this specification within, primarily void, properties and premises owned by Magenta Living when required on an ad hoc basis
     4. The purpose of a R&D survey is to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place or in the whole building if demolition is planned.

* + 1. Aggressive inspection techniques will be undertaken by Providers to lift carpets and tiles, break through walls, ceilings, cladding, partitions, and open up floors. In these situations, relevant controls should be put in place to prevent the spread of debris, which may include asbestos.
    2. The main purpose of R&D surveys in Magenta Living’s void properties will be to determine whether any / all asbestos containing materials may be removed while the premises remains void.
    3. The R&D survey will be fully intrusive and involve destructive inspection, as necessary to gain access to all areas including those that may be difficult to reach.
    4. Where access has been gained, Providers must make good anything moved, damaged, or removed including any decorating that is required as far as reasonably practicable to ensure that the area is left in a safe, habitable condition. Items such as bath panels, floorboards etc should be removed using simple tools (e.g. screwdrivers) and refitted once inspections and sampling have been completed.
    5. There should not be any areas of no access due to the intrusive nature of the R&D survey.

* + 1. R&D surveys should only be conducted in unoccupied areas to minimise risks to the public or employees on the premises. In those circumstances where the building is still ‘occupied’ at the time a R&D survey is carried out, Providers must ensure that there is effective isolation of the survey areas and the surveyed area must be shown to be fit for reoccupation.
    2. Standard timescales for R&D surveys shall be as detailed in Table 2 of section 3.18
    3. Providers are to note that timescales for response may vary dependent on the Magenta Living requirements and the urgency of the works. This may be particularly true for void properties which may require a quicker turnaround and will be agreed as necessary.
    4. **Asbestos Management Surveys – applicable to Lot 2 only**
    5. Providers are to conduct Asbestos Management Surveys, as defined at para 1.2.5 of this specification within properties and premises owned by Magenta Living, as part of a planned programme or as and when required on an ad hoc basis.
    6. The purpose of a management survey is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy; including any foreseeable maintenance and installation work to be carried out within the property, and to assess their condition.
    7. Areas inspected should include those as stated in HSE guidance (HSG264) as a minimum. Each area should be inspected individually, with each component inspected (i.e. walls, floors, ceilings, fixtures and fittings).

* + 1. Where samples are taken, the sample should be representative of the whole product/ installation and not just the surface. E.g., when sampling Textured Coatings on ceilings, the surveyor should ensure that the sample includes the base ceiling material (plasterboard, AIB) and not just the coating. Similarly, when sampling floor tiles, the sample should be of all (potential) layers of flooring (tiles, linoleum etc) down to, for example, the wood, concrete or stone substrate.
    2. All non-access areas should be noted, giving reasons for failure to access and detailed as part of the survey. Any Strong Presumptions (SP) or presumptions (P) should be detailed with justifications provided as to why sampling was not possible.
    3. Management surveys should involve only minor intrusive work and minimal disturbance. Where damage has been caused through the taking of samples, then the surveyor should make good the sample point by means of a suitable filler, mastic and/ or paint. Where samples are taken in living areas, sample labels are not to be used. These can however be applied to sample points in areas such as airing cupboards, heating duct work etc.
    4. Where Management surveys identify damaged materials, which may present a high risk to staff or occupants then surveyors will be required to notify their Magenta Living contact immediately so that a full assessment can be made and possible remedial action implemented.
    5. Magenta Living current have approximately 13000 units around the Wirral and Cheshire area, of which some 65% have reliable survey information. The programme for carrying out the management surveys for the remaining 35% will be agreed between the Provider and Magenta Living as required.
    6. Occasionally it is envisaged that survey work, or Bulk Sampling, will be required outside of the planned programme.
    7. On such occasions, expected timescales for Management Surveys and bulk sampling are as detailed in Table 2 of Section 3.18
    8. Providers are to note that timescales for response may vary dependent on the Magenta Living requirements and the urgency of the works.
    9. Additionally, it is understood that, in some emergency works the suspect materials are easily identified by the attending surveyor, for example Supalux being mistaken for Asbestos Insulation Board. In such cases Magenta Living would request that a sample is obtained so as to avoid future queries.

* + 1. **Re-inspection Surveys - applicable to Lot 2 only**
    2. Providers are to conduct ACM Re-inspection surveys within properties and premises owned by Magenta Living that have already been surveyed and where ACMs have already been identified.

* + 1. Providers will only be required to check existing, known or suspected areas of ACMs based on previous surveys and will not be surveying for new ACMs. Any previous areas not accessed on the original survey will require surveying, the original survey information should then be updated, and a new report issued. Providers must ensure priority assessment scores are completed for each item.
    2. Providers will typically conduct ACM re-inspection surveys on a rolling programme to ensure that all properties are inspected within a minimum 12-month period or as recommended in the property’s survey report or as requested by Magenta Living. Expected turnaround times are provided in Table 2 of Section 3.18
  1. **Additional Survey Types**
     1. In addition to the survey types listed above, Magenta Living may also require the following:
     2. **Combination Management and Targeted R&D Surveys**

* + 1. Providers may be required to conduct combination Management and R&D surveys in properties which may require elements of each type due to the nature of planned work being carried out. For example, the entire property may require a management survey, but other refurbishment work is planned, such as a new bathroom or kitchen installation, that will require a R&D survey to take place in advance of the work.
    2. Combination management and R&D surveys will be instructed on an “as required” basis dependent on requirements detailed by Magenta Living for individual properties, with the R&D element of the survey to be targeted to specific areas of the property dependent on the nature of the planned works
    3. The management survey proportion will be non-intrusive and locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including any foreseeable maintenance and installation work to be carried out within the property, and to assess their condition.
    4. The R&D survey proportion will be intrusive in order to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place.
    5. Additionally, there may be a requirement for “Targeted” R&D survey work in occupied properties that may not require a Management survey but will be undergoing some limited refurbishment work, such as the installation of a new kitchen or bathroom.
    6. Such surveys will be instructed on an “as required” basis, dependent on requirements detailed by Magenta Living for individual properties. R&D survey works will to be targeted to specific areas of the property dependent on the nature of the planned works
    7. Standard timescales for combination management and Targeted R&D Surveys are as detailed in Table 2 of Section 3.18
    8. Providers are to note that timescales for response may vary dependent on Magenta Living’s requirements and the urgency of the survey and report and may be further determined at instruction, where applicable.
  1. **Bulk Sampling** 
     1. Sampling is to be carried out by Providers to assist the Magenta Living in managing asbestos in its premises and complying with its legal requirements and responsibilities as the duty holder.

* + 1. Sampling will be carried out during surveying in order to confirm the location and extent of ACMs within a property. Results from sampling will contribute to the survey to provide sufficient information for Magenta Living’s asbestos registers, management plans and risk assessments.

* + 1. Providers are to conduct sampling in line with the HSE’s guidance HSG264 and HSG248.

* + 1. Providers (or their approved nominated sub-contractor), must be accredited to ISO 17025 and ISO 17020
  1. **Sampling Equipment**
     1. Providers must ensure their operatives conducting surveys have the appropriate sampling equipment as stated in HSE guidance, including as a minimum:
* Pliers
* Screwdrivers
* Core samplers or cork borers
* Aluminium foil or cloth tape
* Stanley knife with spare blades
* Hand-spray with diluted PVA or surfactant • Sample bags (polythene self-seal bags)
* Sample point labels
* Type H vacuum
* Asbestos waste bags- UN Approved with CDG labelling
* Warning signs: ‘Asbestos sampling: Keep Clear’
* Wet wipes and tissues
* Polythene sheeting
  + 1. This list is not exhaustive, and Providers should ensure their operatives always carry equipment appropriate to the tasks being carried out.
    2. Should Providers operatives be found not to have all required equipment on site whilst conducting sampling (or surveys), Magenta Living may suspend work until all necessary equipment is present.
    3. All surfaces onto which asbestos debris may fall should be protected with a sheet of impervious material such as polythene to prevent the spread of contamination and for the ease of clean-up.
    4. Airborne emissions should be controlled by pre-wetting the material to be sampled with water or a suitable wetting agent.
    5. Shadow vacuuming with a Class H (BS EN 8520-3:2009) vacuum cleaner should be used if wetting is likely to be incomplete or if it is not safe to do so.
    6. All samples must be individually sealed in their own uniquely labelled container, which is then sealed in its own second container or polythene bag (double bagged).
    7. Each sample should be given a unique ID label that allows the sample origin to be traced.
    8. Providers must ensure that visual records are kept identifying the location of samples, in the form of either marked up plans and/or photographic records showing the location and extent of the installation, and the spread and condition of debris, if present.

* + 1. Where samples have been taken Providers should make good the sample point by means of a suitable filler, mastic and/ or paint.
    2. Where samples are taken in living areas, sample labels are not to be used. These can however be applied to sample points in areas such as airing cupboards, heating duct work etc.
  1. **Sample Analysis** 
     1. Sample analysis shall only be carried out by laboratories accredited to ISO 17025 and ISO 17020. Providers laboratories (or their approved nominated sub-contractor laboratory), should also participate in the Asbestos in Materials Scheme (AIMS) which is overseen by the Health and Safety Laboratory.
     2. All test reports must meet the requirements of ISO 17025 and ISO 17020 and must state clearly whether or not asbestos was found and give the types of asbestos identified. The certificate of analysis must be included with the survey report or sample results provided to Magenta Living. Indicative turnaround times for service delivery are given in Section 3.18
     3. Where sample analysis is required by Magenta Living when there are suspected ACMs in an emergency situation, or as part of non-survey related work (e.g. gas servicing, routine repairs and maintenance on a property, upgrade or works programmes etc.), Providers shall be expected to meet the response times, detailed in Table 2 section 3.18 for delivery of sample analysis results
     4. Providers are to note that timescales for sample analysis results may vary dependent on Magenta Living requirements and will be determined at instruction.
  2. **Site Re-Occupation Air Testing**
  3. Re-Occupation Air Testing is to be carried out by Providers to assist Magenta Living in managing asbestos in its premises and in meeting its legal requirements and responsibilities as the duty holder
     1. Re-Occupation Air Testing should be carried out during and after surveying, sampling, removal and remedial work in order to validate control measures designed to minimise exposure of operatives or occupants to airborne asbestos fibre.
     2. Providers are to conduct re-occupation air testing in line with the HSEs guidance contained within HSG248 and the quality and legislative requirements.
     3. Providers (or their approved nominated sub-contractor), must be accredited to ISO/IEC 17025 and 17020
     4. Providers will have produced their own documented in-house method for air sampling as a requirement of UKAS accreditation. This will be provided to Magenta Living when requested.

* + 1. In general, re-occupation air testing procedures will be instructed during/ following planned remedial works.
    2. Where off plan or emergency re-occupation air testing is requested, the following timescales will be as detailed in Table 2 in Section 3.18
    3. Results of re-occupation air testing should be recorded in a report including the following information:
* The name, address and contact details of Providers carrying out the work
* The UKAS accreditation mark and number (and any appropriate disclaimer)
* The printed name(s) of the person(s) who carried out the work
* The printed name and signature of the person who authorised the release of the report
* The date the report was authorised for release
* A suitable, unique, report identifier or number
* The site location of the air test (e.g. name and address including UPRN)
* The date and type of air test (background, reassurance, leak, personal, site re- occupation)
* The physical position of the air test sample (e.g. the name or the location) to be referenced back to the original data source
* The time air testing started and ended for each period
* The calculated volume of air sampled
* Reference to any specific activities or events taking place during the sampling (e.g. during demolition, immediately after demolition etc.)
* The method of analysis used for each air test sample
* The unique sample numbers
* The volume of each sample
* The fibre concentration of each sample
* The limit of quantification calculated for each sample
  + 1. Any caveats should be communicated back to Magenta Living as soon as possible
  1. **Background Air Testing** 
     1. Background Air Testing will be conducted to establish fibre concentrations before any activity which may lead to the disturbance of asbestos containing materials, i.e., to establish a datum ambient fibre concentration
     2. Providers are to conduct background air testing in line with the HSEs guidance contained within HSG248 and the quality and legislative requirements.

* + 1. Recommended flow rates, minimum volumes and graticule areas examined should be used for background air testing are shown in table 5.2 on page 20 of HSG248 which is reproduced below at 3.15
  1. **Leak Air Testing** 
     1. Although not a requirement in relation to our current stock, there may in the future be a requirement for Leak Air Testing.
     2. Leak air tests are to be used to measure the airborne fibre concentration outside enclosures to determine whether control measures are working and the integrity of the enclosure is being maintained.
     3. Leak air testing should support the initial smoke test and frequent inspections of an enclosure during removal work.
     4. Providers are to conduct leak air testing in line with the HSEs guidance contained within HSG248 and the quality and legislative requirements.
     5. Recommended flow rates, minimum volumes and graticule areas examined should be used for background air testing are shown in table 5.2 on page 20 of HSG248 which is reproduced below at 3.15

* 1. **Personal Air Monitoring** 
     1. Regulation 19 of the Control of Asbestos at Work Regulations 2012 requires employees working with asbestos are regularly assessed to monitor their exposure to airborne asbestos fibre. This requirement is usually met through the monitoring of airborne fibre in the respiratory zone of employees (Personal Air Monitoring) This type of air monitoring shows if:
* control measures are effective and being maintained, and that
* RPE worn provides adequate protection to the wearer.
  + 1. Recommended flow rates, minimum volumes and graticule areas examined should be used for background air testing are shown in table 5.2 on page 20 of HSG248 which is reproduced below at 3.15

* 1. **Four Stage Clearance Procedures**
     1. Providers must adhere the Four Stage Clearance Procedures detailed in HSG248. There are four stages to the site certification for reoccupation procedure detailed in HSG248 paragraphs 6.4 to 6.45, which are:
* Stage 1: Preliminary check of site condition and job completeness.
* Stage 2: A thorough visual inspection inside the enclosure/work area.
* Stage 3: Air monitoring.
* Stage 4: Final assessment post-enclosure/work area dismantling
  1. **HSG 248 Table 5.2**

Recommended flow rates, minimum volumes and graticule areas examined versus the limit of quantification

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Application | Sampling Rate  (Litres/minute) | Minimum volume of air to be sampled onto 25mm filters (Litres) | Minimum number of graticules to be examined | Airborne concentration at the limit of quantification  (20 fibres counted)  (Fibres/millilitre) |
| Personal Sampling | | | | |
| 4-hour control limit | 1 | 240 | 100 | 0.04 |
| 10-minute control limit | 4 | 40 | 100 | 0.024 |
| Action level (individual samples) | 1-4 | 480 | 100 | 0.02 |
| Assessment of respiratory protection | 0.2-4 | 40 | 100 | 0.024 |
| Static | | | | |
| Clearance indicator | 1-16 | 480 | 200 | 0.01 |
| Background | 1-16 | 480 | 200 | 0.01 |
| Leak | 1-16 | 480 | 200 | 0.01 |
| Reassurance | 1-16 | 480 | 200 | 0.01 |

**Note: Table 5.2 is taken exactly as it appears in HSG248 “Asbestos: The analysts’ guide for sampling, analysis and clearance procedures”**

* 1. **Fibre Counting**

* + 1. Sample filters will be evaluated using the phase contract optical method detailed by the World Health Organisation (WHO) in “Determination of airborne fibre number concentrations: A recommended method, by phase-contrast optical microscopy (membrane filter method) (1997)
    2. In this method, the filter (or part of the filter), is mounted on a microscope slide and rendered transparent by means of hot acetone. The ‘cleared’ filter is then placed on a microscope and any fibres of specific dimensions (< 3 microns,> 5 microns and with an aspect ratio of 3:1) on a measured area of filter are counted visually using phase contrast microscopy and the concentration of fibres in the air calculated.
  1. **Training, advice and guidance** 
     1. In addition to the requirement of the above lots, Providers are required to provide a range of Training modules relating to asbestos including, but not limited to.
* Asbestos Awareness Training
* Non-Licensed Work with Asbestos Including NNLW
  + 1. The training provided should be accredited by IATP or UKATA and should, as a minimum, enable Magenta Living to fulfil its obligation to its employees under Regulation 10 of the Control of Asbestos Regulations 2012. Where appropriate the training should also incorporate relevant Magenta Living procedures such as Property Entry and Adverse Events reporting.

* + 1. It is expected that Providers will also offer advice and guidance to Magenta Living on issues related to the management of asbestos such as changes to legislation, changes to industry practice and quality requirements
    2. Potential Providers are also requested to provide costs for Expert Witness services relating to asbestos. However, if no service is offered this will not be treated negatively in any evaluation.
  1. **Timescales**
     1. Indicative turnaround times for both planned and unplanned works are as shown in Table 2 (below).

Table 2

|  |  |  |
| --- | --- | --- |
| Type of work | Turnaround | Requirements |
| Bulk Sample Analysis / Swab Analysis- both | 1 Day | (To attend site and to provide report) Result to be provisionally emailed if required |
| Air Monitoring - both | 1 Day | (To attend site and to provide report) Result to be provisionally emailed if required |
| Empty Homes / Void R&D – Lot 1 | 3 Days | (24 hours to attend site and 48 hours to provide report) Result to be provisionally emailed if required. (based on a uniform approach or steady number of surveys each day or singular emergency) |
| Hybrid (Targeted Bathroom / Kitchen & Management to rest of property) – Lot 2 | 3 Days | (24 hours to attend site and 48 hours to provide report) Result to be provisionally emailed if required |
| Management Survey – Lot 2 | 5 Days | 5 days (48 hours to attend site and 72 hours to provide report) Result to be provisionally emailed if required. |
| Planned R&D (Bathroom / Kitchen) – Lot 2 | 10 Days | (To attend site and to provide report) |
| Communal Reinspection – Lot 2 | Before Expiry | Survey to be completed before the expiry of anniversary date (can be completed up to 14 days before) |

* 1. **Key Performance Indicators**

* + 1. The following KPIs are also to be met at Framework Level:
* Surveys completed within timescales - 100%
* Sampling completed within timescales - 100%
* Air monitoring carried out within timescales - 100%
  + 1. Further details of how the KPI’s will be monitored can be found in the KPI Handbook – Appendix C
    2. Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to Magenta Living.