**2. SPECIFICATION**

1. **Description of the Service**
   1. The Contractor shall carry out annual legionella risk assessments and produce a written scheme of control and all associated documents for each system, compliant with the requirements of Legionnaires’ disease L8 ACOP fourth edition, and HSG274. The Contractor shall produce detailed reports of the entire systems within the premises, setting out any areas of risk and recommendations to reduce or remove the risks, schematic drawings of the water systems and photographic evidence of all areas of risk (“the Service). This information will be the property of the Company. The reports shall be submitted to the Company no later than one month after the assessment was carried out at the site.
   2. The Contractor shall carry out all routine monitoring identified as necessary in the risk assessment and outlined in the written scheme of control, with the exception of temperature monitoring at Household Waste Recycling Centres. The routine monitoring and testing programme shall be compliant with the relevant sections of the L8 ACOP and HSG274.
   3. Within 20 working days of the Commencement Date, the Contractor shall supply to the Company a programme for carrying out the risk assessments and generating the written scheme of control for each system
   4. The Contractor shall not be responsible for addressing any remedial actions arising from the risk assessments, management plan and reports.
   5. Cold water storage tank cleaning and monitoring for Legionella will not form part of the regular service. The Contractor (or the Company in the case of the HWRC temperature monitoring) may identify the need for these services as part of the annual risk assessment, or as part of routine monitoring. The Contractor will provide prices for both of these services, however these prices will not be scored. Should these services be required the Contractor will charge the prices submitted in their tender return.
   6. The Contractor shall provide the template documents for the recording of the monthly temperature monitoring prior to the Service Commencement. The Company shall ensure all sites have the documents in a folder for completion by the Contractor within two weeks upon having received them.
   7. Any remedial action needed due to temperatures not meeting guidelines, should be reported to the Company Representative. The Company Representative shall then arrange for action to be taken.
   8. Where monitoring for legionella organisms is considered appropriate in hot and cold water systems, sampling and analysis should be carried out in accordance with BS 7592 Sampling for Legionella organisms in water and related materials.
   9. Where the risk assessment or monitoring programme identifies it as necessary, the Contractor shall ensure that all hot and cold water services are cleaned, flushed and disinfected as specified in BS 8558:,
   10. The Company reserves the right to include additional and also remove sites from the Contract as the Company requires. The fees for any additional sites will be negotiated with the Contractor through a variation of the Contract.
   11. The Company shall not permit anyone other than the Contractor to provide the Service on any of the Company’s sites without the prior written permission of the Company, unless the Contractor has failed to execute its duties and obligations under this contract or where required by law, the emergency services (such as the police or fire brigade) or under the terms of the Company’s lease requiring the landlord or sub-contractors to access, service or otherwise handle the Equipment.
   12. The Contractor will provide a single point of contact for all of the Company’s queries. This includes any part of the service the Contractor needs to sub-contract out to another company. **For the avoidance of doubt, all queries are to be directed through one point of contact**.
2. **Health & Safety Requirements**
   1. Without limiting either party’s statutory and/or regulatory duties or responsibilities and/or the specific health and safety requirements of the Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the Contract.
   2. The Contractor shall comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive.
   3. The Contractor shall ensure compliance at all times with all Health and Safety and Equality Act legislation.
   4. The Company shall allow the Contractor whilst on the Company’s site or sites, the free use of designated toilet and welfare facilities. The Contractor shall always use these facilities with proper conduct and shall leave the facilities as clean as they find them. The same applies when the Company is on the Contractor’s site.
   5. The Contractor and its sub-contractors shall participate as required with the Company’s emergency evacuation drills.
   6. The Contractor shall ensure suitable risk assessments and method statements controls are in place prior to any work being carried out. Risk assessments and method statements must be available for inspection at all times whilst working on the Company premises. The Contractor shall confirm when its risk assessments have been reviewed and shall supply the Company with copies of any new or modified risk assessments and safety procedures which relate to the Service if requested to do so in writing.
   7. The Contractor and any personnel must adhere to the site rules including induction processes, wearing of PPE and safe working practices.
      1. All personnel are required to complete an induction at each site prior to carrying out any work.
      2. Personnel must follow site specific access procedures and obtain necessary authorisation and/or permits to work before commencing.
      3. Minimum PPE requirements at all sites are: Hard Hat, High visibility clothing (trousers and top), gloves, safety footwear and eye protection.
   8. The Contractor shall ensure that all staff engaged or employed in or about the provision of the Service shall do so with all due skill, care and diligence and shall have such qualifications, training, skills and experience as are necessary for the proper supply of the Service.
   9. The Company reserve the right to conduct audits as they deem necessary to ensure compliance with this Specification and all relevant legislation.
3. **Staffing**
   1. The Contractor shall ensure that only staff and sub-contractors that are deemed competent, as specified in the relevant sections of L8 Legionnaires’ disease ACOP (Fourth Edition) fully trained and accredited carry out the necessary works and, where required, will provide evidence of their current qualification/authority in order to allow the Company to comply with its obligations under current regulations as set out by the appropriate regulatory bodies.
4. **Environmental Management**
   1. The Contractor shall ensure that all necessary practices, policies and training are put in place to ensure that all products are correctly diluted (where applicable), and used only as is essential for effective provision of the Service.
   2. The Contractor shall ensure, in so far as it is reasonably practicable to do so and subject to the Equipment manufacturer’s recommendations that all consumables, materials and parts supplied by it to the Company in accordance with this Contract are:
      1. Bio-degradable, and/or;
      2. Environmentally acceptable, and/or;
      3. Ozone friendly.
   3. The Contractor shall ensure all its staff will take all practical steps to reduce energy consumption and improve the recycling of waste while undertaking their duties.
   4. The Contractor shall ensure that all waste generated by cleaning, repairs and maintenance shall be reused or recycled by the Contractor wherever the technology exists and is commonly available whilst demonstrating value for money (this includes mandatory recycling of spent light bulbs).
5. **Contract Management**
   1. The management of the Contract on behalf of the Company shall be the responsibility of Chris Tomlinson , along with their representatives.
   2. Throughout the contract, the Company Representative will monitor the following:
      1. Performance and quality;
      2. Compliance with the specification and contract terms; and
      3. Cost and value for money.