SECTION 3: SERVICE INFROMATION

1.0 INTRODUCTION

1.1 This document is for the procurement of Asbestos survey and sample testing services, to be carried out in accordance with HSE Guide Asbestos:The survey guide HSG264 (2nd Edition, 2012).

1.2 The Framework Contract will be for three years, and comprise three framework Contracting partners.

1.3 The term "Supplier" in the NEC3 Framework Contract means the Contractor.

1.4 The term "Consultant" in the NEC3 Professional Services Contract means the Contractor.

1.5 No guarantee to the quantity and/or allocation of any work to the Contractor will be made.

1.6 Payment for 'ad hoc' services will be made on a time charge basis using the rates submitted in this tender.

1.7 Generally it is envisaged that payment will be made for a "Package Order" of work against a fixed fee submitted by the Contractor either directly or via mini-competition against specific project requirements.

2.0 SERVICES UNDER THE FRAMEWORK CONTRACT

2.1 When the Employer has identified the need for survey or sample testing services within the scope of the Framework Contract, he will select the Contractor for the work using the selection procedure defined in Section 5 of this Service Information document.

2.2 When a Time Charge Order is issued, the Employer may include further Contract Data to amplify the work to be carried out. In addition, other entries from the NEC Professional Services Contract data, such as starting dates and completion dates, will be given where relevant.

2.4 The work under a Time Charge Order is carried out under the NEC Professional Services Contract conditions, using the Options identified in the Contract Data. The effect of the Time Charge Order is that the work instructed is incorporated into the Framework Contract.

2.5 When the nature of a Work Package is such that it is more clearly definable, the Employer will seek a fixed price quotation from the Contractor. The quotation shall be prepared using the quotation information provided at tender, which will provide the source of the data to be used in the quotation. The quotation must comply with the quotation procedure in this Service Information which will explain the amount of detail needed by the Employer to allow him to assess it.

2.6 The Employer will provide any additional Contract Data for the proposed Work Package or Time Charge Order when he seeks a quotation.

2.7 The Employer can, when he receives the quotation, take a number of actions. If he has received an acceptable quotation, he accepts it by issuing a Package Order to the Contractor. If the quotation is not acceptable, he may change the Work Package and ask for a revised quotation. He may decide that the cost of the work is such that the Work Package should not be carried out, either by this Contractor or at all.

2.8 The work under a Package Order is carried out under the NEC conditions of contract identified in the Contract Data. Again, the effect of the Package Order is that the work instructed is incorporated into the Framework Contract.

2.9 Further work can be instructed until the end date, unless termination takes place at an earlier date. Either Party is entitled to terminate at will. This means that no further work will be ordered under the Framework Contract, but any work already ordered, under either a Time Charge Order or a Package Order, continues until completion and can only be terminated by agreement or under the contract conditions governing that work.

3.0 REPORTING AND COUNCIL DECISION PROCESSES AND SYSTEMS

3.1 Reporting procedures and processes will conform to those currently in use by the Authority and may from time to time be amended by the Employer.

4.0 KEY PERFORMANCE INDICATORS (KPI)

4.1 KPIs will form an important part of monitoring the Consultants' performance. A full suite of KPIs will be developed by the Employer in consultation with the Consultants.

4.2 The Employer intends to measure the performance of the Consultants by using 'The Construction KPI's' management system published by Constructing Excellance (www.constructingexcellance.org.uk).

4.3 KPIs may include, but not be limited to the following criteria; -

Financial	Cost certainty at Quotation/conrtact award stage
	Cost predictability at Completion
Time	Ability to meet key milestones/dates
Quality	Compliance with HSG 264 procedures and ISO Quality Assurance systems
	Efficiency in managing electronic asbestos management system
Client Satisfaction	Overall performance
	Value for money
	Quality of service
	Responsive and timely service delivery

5.0 WORK SELECTION PROCEDURES

Selection process – general provisions

5.1 The Employer may seek to appoint a Contractor from the framework for a particular piece of work.

5.2 The appointment will be made on either a Time Charge or a Works Package basis.

5.3 In both cases the Employer is not bound to select any Consultant within the Framework Contract. The Employer's decision is final.

Time Charge appointments

Subject to the selection provisions above:

5.4 The Employer may invite all appropriate Framework Contractors to attend a project briefing session(s) and or issue a project brief.

5.5 The Employer may invite one or all of the Framework Contractors to advise whether they currently have staff to carry out the service(s) at the agreed framework rates and advise their capacity to undertake this work. The Employer may appoint a Framework Contractor on the basis of this suitability and availability.

5.6 Payments for Time Charge Appointments will be made on the basis of and in accordance with the rates tendered in Section 4: Pricing Documernt

5.7 Alternatively, the Employer may offer and award time charge work between the three appointed Framework Contractors on a rotation basis

Works Package (Fixed fee and mini competition) appointments

Subject to the selection provisions above:

5.8 The Employer may invite one or all of the Framework Contractors to attend a project briefing session(s) and or issue a project brief.

5.9 The Employer may invite one or all of the Framework conrtactors to put forward proposals in the form of a Quotation for the package of work described in the project brief.

5.10 The work package will be awarded to the Contractor offering the most economically advantageous bid.

5.11 It is envisaged that the Employer will generally try and let work packages on a works package /fixed fee basis.

6.0 SCOPE OF THE SERVICES

6.1 The scope shall cover on behalf of B&NES the provision of asbestos survey and sample testing and related services in accordance with the Control of Asbestos Regulations 2012 (CAR 2012) and the HSE Guide HSG264 (2nnd Edition, 2012)

6.2 The Contractors will be expected to assist in setting up and/or developing processes to enable efficient and effective monitoring, reporting and administration processes for the Asbestos Framework Contract. To this end the Contractor is required to confirm, or otherwise, their ability to carry out the services described within this tender document utilising Shine Asbestos management System software, in particular "shineLight", the Shine Asbestos surveying application.

6.3 The Contractors shall assist in the development of reporting/monitoring systems as required by the Employer.

The Services* will include but are not necessarily limited to:

1.	Carry out asbestos management surveys when requested by the Employer in accordance with HSG264 (2nd Edition, 2012)
2.	Carry out asbestos Refurbishment and Demolition (R&D) surveys when requested by the Employer in accordance with HSG264 (2nd Edition, 2012)
3.	Collect bulk samples for laboratory analysis in conformity to procedures within HSG264
4.	Submit bulk samples for analysis to an independent and UKAS accredited laboratory in conformation to the requirements of BS ISO/17025.
5.	Liaison and co-ordination of independent contractors in carrying out reinstatement works.
6.	Provision of 'ad-hoc' professional asbestos management advice and recommendations
7.	Throughout the period of the contract, utilisation of the Shine electronic asbestos survey and management reporting system.

* Services may vary by particular project requirements

Generally;

8.	Liaison with other project team members
9.	Assist in preparing the project brief for Asbestos management both centrally and at location when required
10.	Advise on budget(s)
11.	Assist in preparation of the Asbestos Management Plan and Registers

12.	Attend meetings as reasonably required by the Employer
13.	Attend meetings and provide measurable data for KPI monitoring

6.4 It is envisaged that all reinstatement work will be carried out by B&NES- appointed contractors, however the contractor will be required to advise, assist and co-ordinate reinstatement works so that they are carried out safely and in accordance with HSG264.

6.5 The contractor shall provide a minimum of 24 hours' notice to the Service Manager of the date and times of surveys and tests.

6.6 The Service Manager shall indicate by return on receipt of such notice of his intention to attend any surveys and /or tests or otherwise.

6.7 The contractor shall maintain for the entire duration of the contract a competent and qualified person-in-charge unless directed or agreed by the Service Manager. Should the initial person-in-charge leave the Contractor' employment, a new person-in-charge shall be employed ensuring a minimum of two week's handover.

6.8 The contractor is to provide and include within the tender prices for all costs associated with the provision of items of plant, as required, for the execution of surveys and sample gathering.

Typically, items of plant will include:

- Scaffolding, including access towers and other forms of staging;
- Protective enclosures and screens;
- Mechanical ventilation equipment, as required.

6.9 The Contractor shall demonstrate the competence of all staff who will plan manage and supervise the works, and is to include in the tender submission evidence of their experience as well as the asbestos related training undertaken by these persons.

7.0 Contractor's General Duties and Responsibilities

7.0 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the Services as is to be expected from an appropriately qualified and competent firm experienced in carrying out services of a similar size, scope and complexity.

7.1 All Contractors staff shall be CRB checked and also be CSCS qualified. The Contractor is required to maintain a daily list of all staff working on site at any time. Any person not having either CRB clearance or a current CSCS card will need to be escorted around the site at all times by the Contractor's appointed Site Manager.

7.2 The Contractor shall properly manage and monitor performance of the Service and immediately inform the Service Manager if any aspect of the Contract is not being or is unable to be performed.

7.3 The Contractor shall provide all the necessary facilities, materials and any other

equipment including the provision of all of the specialist tools and access equipment, as well as calibrated or other test equipment necessary to carry out the asbestos survey and sampling works that are described in these contract documents.

7.4 The Contractor's attention is drawn to the requirement to maintain the operational function of existing buildings, adjacent buildings, or systems during the whole period of the Contract.

7.5 The Contractor will make himself aware of conditions and/or restrictions regarding the Site which might influence or affect the provision of Services under this contract. No claim for failure to do so will be admitted.

7.6 The Contractor is to be responsible for the protection of all persons who may have access thereto as described with respect to the immediate area of carrying out surveys, or samples.

7.7 The Contractor shall exercise due care and propriety when dealing with other parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without the Service Manager's express written consent.

7.8 The Contractor shall include for the attendance at all meetings arranged by the Service Manager for the discussion of matters connected with the planning and performance of the Services.

7.9 The Contractor shall make and maintain provision to enable the Service Manager to inspect and to examine any of their contracted works at any site. The Contractor shall provide free of charge all such facilities as the Service Manager may reasonably require for such inspection and examination.

7.10 The Contractor shall provide at the start of the Contract, the following contact details: -

- Contract correspondence email address.
- The Contractor's Contract Manager contact details including a mobile telephone number and email address

7.11 All specialist tools and equipment used by the Contractor in carrying out their obligations herein shall be of the highest standard and quality and in full compliance with the requirements of the original equipment manufacturer's recommendation. All replacements shall be new and of the manufacturer's revision level not less than that of the part to be replaced.

7.12 The Contractor shall be responsible for providing all access equipment together with safety barriers, etc., for the Services and all tools, test equipment, spares, goods and materials required in fulfilling the terms of this Contract and they shall be deemed to be included in the Contract price.

7.13 The Contractor shall, after carrying out their duties, leave the premises in a clean and sound condition.

7.14 Except where specifically requested *not to do so*, the contractor shall have made good any damaged fabric, fixtures and fittings. In this respect the contractor should make enquiry to the Service Manager.

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7.15 Prior to the Contractor replacing any item of building fabric, fixture, fitting, or structure, the Contractor shall issue to the Service Manager details of the replacement including proposed materials, fixings, finishes, and location, to enable accurate records of property files, and equipment and components to be maintained.

7.16 Prior to attending site the Contractor shall contact the Service Manager, to arrange an appointment that is convenient to the normal operations of that site. The Service Manager shall either attend site or provide contact details for the Premises Manger to enable access, along with instructions on obtaining any keys or access permissions as deemed necessary.

7.17 The Contractor shall advise notified premises management staff of any need to carry out activities generating smoke, dust, heat or smoke that may cause fire and smoke detection systems to be activated.

7.18 Following completion of the site visit, the Contractor shall report to the local/Premises Manager and return any keys or other items issued to them.

7.19 The Contractor shall agree to carry out plant and access equipment audits at the Service Manager's request.

7.20 On completion of all removal works the contractor will be responsible for identifying the presence of any asbestos containing materials within any void that has been opened in the course of, or by the very nature of their works.

7.21 The Contractor shall ensure that any requirement for the Contractor to make good the building fabric, fixtures, fittings and finishes will be sufficient to meet the Council's requirement for acceptable high standards of serviceability to the property fabric.

7.20 The Contractor shall make allowance for notifying the Service Manager in the event that they discover or suspect further occurrences of fixed asbestos containing materials, debris thereof, or residues from previously removed asbestos containing materials; and in these circumstances to make allowance for the Service Manager's attendance and inspection of site before permitting the striking or removal of any temporary enclosures or other plant required to abate asbestos hazards.

7.21 Where asbestos containing materials are considered to be generally occurring throughout the premises, their extent must be clearly stated and defined.

7.22 Reports will contain photographic images that clearly illustrate the precise location and extent of asbestos containing materials as they are found.

8.0 Delivery of service

8.1 The Contractor will need to allow for service provision in line with the working hours identified in 8.4 – 8.6 below

8.2 Response times for non-emergency services are to be as follows:

- Provide electronic confirmation of receipt of any work enquiry from the Service Manager within 24 hours;
- Submit quotation within 5 days following receipt of a scope of services or timecharge work enquiry, unless specifically requested otherwise by the Service Manager;
- Services to be commenced within 5 days of the confirmation to proceed instruction, unless specifically requested otherwise by the Service Manager.
- Provide a minimum of 24 hours' notice of the date and times of surveys and tests to the Service Manager.
- Submit completed survey reports within 5 days of site visit.
- Submit laboratory certificates from bulk sample analysis to Service manager, immediately on receipt from the Analyst.
- Submission of air sampling certificates to Service Manager or their nominated representative immediately on completion of on-site analysis.

8.3 All reports to be type written and submitted electronically in accordance with HSG264 recommendations and guidance, to the Service manager.

8.4 Normal working hours to be 8.00a.m - 6.00p.m, Monday - Friday.

8.5 Ordinary out of hours working to be between 6.00p.m - 12.00a.m & 6.00a .m - 8.00 a.m. Monday – Friday, 8.00am – 1.00pm Saturday

8.6 Extraordinary out of hours working to be between 1.00pm and 11.00pm Saturday and 12a.m - 6.00 a.m. any day.

9.0 Additional Works

9.1 The Service Manager may request additional services to be carried out that are not included within the contract. **The Contractor shall only carry out any additional works following the prior specific written instructions from the Service Manager.**

9.2 The Contractor shall price the schedule of rates detailed in Section 4 of the Tender Documents. Any additional works that may be instructed by the Service Manager shall be priced either in accordance with the schedule of rates, or using the schedule of rates as a basis for agreement.

9.3 The price for the schedule of rates items shall be fixed for the duration of the contract.

10.0 Contract Monitoring

10.1 Throughout the Contract period, the Contractor shall maintain full records of all attendances, survey and sampling services made under the Contract.

10.2 The Contractor shall attend monthly performance monitoring meetings. The dates of the meetings will be mutually agreed between the Contractor's Contract Manager and the Service Manager. The meetings will be held at the Council's offices within the Bath & North East Somerset geographical area at a mutually agreed time.

10.3 The Contractor shall prepare for these meetings the following key performance indicator (KPI) information and issue it to the Service Manager no later than 3 working days before the agreed meeting date:-

- Number of works order enquiries received.
- Number of works order quotations submitted within Service level agreement.
- Value of works orders received
- Value of variations to works orders received.
- Number of contractor's invoices outstanding more than 30 days.

10.4 The information required in 10.3 above will be discussed as part of the agenda for the monthly performance monitoring meeting and any necessary improvements will be agreed and recorded. The Service Manager will also discuss any planned and/or un-planned work for the following month.

10.5 The Service Manager may cancel any monthly performance monitoring meeting by mutual agreement where the Contractor has carried out little activity in the preceding month. The Contractor shall still issue via e-mail the KPI's at the monthly interval to be discussed at the next subsequent performance monitoring meeting.

10.6 The Contractor shall provide any and all reports and/or any additional reports as to the performance of the Services at such time or times, and in such form as the Service Manager may reasonably require.

10.7 It should be noted that this specification is defined largely in terms of the minimum performance levels. The Contractor should bear in mind that the Council is primarily concerned to have an effective system and should not feel inhibited to suggest innovations, where they can clearly demonstrate that this will lead to a more effective system, (the Contractor should <u>not include</u> any innovations with the tender submission).

11.0 ShineAsbestos

11.1 The Contractor's attention is drawn to the Employer's requirement to use ShineAsbestos software in the calibration and recording of data for all management, refurbishment and demolition (R&D) survey and sampling information.

11.2 The following represents the requirements the Contractor will need to comply with in order to meet the contract's requirements:

- Apple Devices (iPhone or iPad) – The Conrtactor is to allow for the purchase and maintenance of iOS Apple Devices for use during the full term of this Asbestos survey and sample testing contract.

- The shineAsbestos Surveying App is Free to download off the Apple App Store and will be linked to the BNES shineAsbestos Website.The Surveying App is not available presently for any other brand i.e. Android.

- shineAsbestos supports UKAS Accreditation with fully exportable Asbestos Data & Audit Trails of all Records & User Activity for Accountability Management. The Contractor's Records & User Activity will be provided upon request. The Contractor will be required to update their Internal Quality System to incorporate shineAsbestos Software.

- Bulk Sample Results will be updated within the survey on the shineAsbestos website as part of the Quality Control procedures. In addition, the Contractor is required to upload a PDF Bulk Sample Certificate generated by their Laboratory.

- Survey Plans must be produced by the Contractor with PDF Copies uploaded within the survey on the shineAsbestos Website. Survey plans must be clear and labelled correctly as documented within *HSG 264 The Survey Guide.*

11.3 The Contractor is to note the following*:*

- Survey Data collected on Paper will be rejected;

- Surveys without Photography will be rejected;

- All Staff carrying out survey work **must** have had shineAsbestos training (refer to pricing document);

- Contractor to allow for the provision and maintenance of Autodesk 360 to enable the editing of CAD drawings on mobile devices (refer to pricing document);

- Successful Surveying Contractors will be invited into BNES to agree the use of **shine**Asbestos particular in the **conformity** surrounding Dropdowns & Comments used within the Surveying App.

SECTION 3 – SERVICE INFORMATION

12.1 Data: Recording information procedure

12.1 The Contractor will be required to follow the B&NES common room numbering convention that requires infromation to be presented in the format *Floor no/Room no* (e.g. 00/001)

Any additional rooms identified since previous records were supplied should have the next consecutive room number for that floor – E.g. block 001 where the last room numbered at 00/036 will have any new room numbered from 00/037 (where 00 is the ground floor, and 037 is the room).

Floor numbering format is standardised as follows:

98 – Sub basement
99 – Basement
00 – Ground floor
01 – First floor
Etc.