

CITY OF WOLVERHAMPTON C O U N C I L

FACILITIES MANAGEMENT MAINTENANCE SERVICE SPECIFICATION

for

Building Repair, Maintenance & Minor Works

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1 INTRODUCTION

This Specification describes the scope of Hard Facilities Management services to be provided by the Contractor within the Facilities Management Framework Agreement for the Wolverhampton City Council (WCC) 'The Customer'.

2 MANAGEMENT AND ADMINISTRATION

2.1 Performance Monitoring

The Contractor is required to undertake the following performance monitoring regime:

- To take note of the prioritisation of reported service performance failures.
- To operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting.
- To monitor the performance of the Services and produce monthly performance reports for the Customer from the Customers SAM System.
- The Contractor shall maintain a Management Information System (SAM) to analyse information on the performance of each aspect of the Service Specification. It shall remain the property of the customer and will be fully maintained by the Customer with a minimal charge to the contractor for additional users and training.

The SAM system utilised by the Customer will be at all times throughout the period of the Contract capable of monitoring performance of services, notwithstanding any changes in work practices, technology, agreed Performance Standards etc. The contractor is responsible for updating data on the system that is applicable to their specific service lines.

2.1.1 Non-Performance of Contractor

The services shall be subject to inspection at all times by the Customer and in the event of the Contractor failing to maintain the specified standard or failing to carry out any part of the Service or performing a prohibited action as identified within this Contract the Customer shall (without prejudice to any other remedy available) be entitled to:-

- i. Issue a Rectification Notice requiring the Contractor to establish or re-establish the specified standard or have operations executed or re-executed by the Contractor within a period of time which shall be determined by the Customer at no additional cost to the Customer.
- ii. Issue a Rectification Notice requiring the Contractor to cease or refrain from doing any acts prohibited by the Contract.

In the event of the Contractor failing to rectify works in accordance with the instructions detailed in the Rectification Notice, or where no rectification is possible in the opinion of the Customer, or where the Contractor persistently fails in the delivery of the Service and is in receipt of 3 rectification notices in respect of the same or similar failure the Customer may (without prejudice to any other right or remedy available to it) do any one or more of the following:

- i. Deduct from any payment to the Contractor such sum as the Customer believes will reflect the payment had the standard been maintained or the Services provided. The cost to be deducted will also include any costs which in the opinion of the Customer is associated with the Contractor's failure.
- ii. Have such work carried out by other persons and recover from the Contractor the cost incurred by the Customer.
- iii. Terminate the Contract by giving the Contractor not less than 35 days' notice in writing either wholly or in respect of the Services to which the default relates.
- iv. Recover any costs incurred as a direct result of the Contractor's failure.

For the avoidance of doubt any reference to cost in sub-clause (i) to (iv) above shall include the Customers administrative costs.

- v. Recover any costs incurred which shall include the Customers administrative costs. Such costs will be notified to the Contractor.
- vi. The Customer may vary any or all of the categories of failure/default or add to the same by notice in writing given to the Contractor at any time and on the service of such notice the provisions of the Contract shall apply in all respects.

In the event of such breach as aforesaid the Customer may (without prejudice to any other right or remedy available to it) do any one or more of the following:-

- i. without determining the Contract in whole or in part itself thereafter provide or procure the provision of such part of the Services as are affected by the notices until such time as the Contractor shall have demonstrated to the satisfaction of the Customer that such part of the Services can be once more provided by the Contractor in accordance with this Contract.
- ii. without determining the whole of this Contract determine the Contract in respect of that part of the Services affected by the notices and thereafter itself provide or procure a third party to provide such part of the Services.
- iii. determine the Contract in full.
- iv. For the avoidance of doubt the remedies identified in sub-clauses (i) to (v) hereof may be exercised successively in respect of any one or more defaults by the Contractor.

2.2 Key Performance Indicators

The Customer will monitor the contractors performance in line with the key performance indicators outlined in the Pricing Document – Performance Management KPIs.

The Contractor will present to the Customer on a monthly basis a performance report with all the data gathered by the SAM System during the reportable month.

This report will form part of the agenda for the monthly meetings and will determine the cause of any failures from investigations carried out by the Contractor and Customer and the plan moving forward to improve.

Performance deductions will be made if the data reflects the parameters set in Pricing Document these will be implemented after the Performance meeting has concluded and all parties have agreed on failure causes and the improvement plans that require implementing.

2.3 Contracts Management

The Contractor shall ensure that at all times during the Contract period a Contract Manager is appointed and empowered to act on behalf of the Contractor and available to the Customer's Representative in person at all times during which the Services are to be provided.

The Contractor shall no later than 14 days prior to the commencement date of the contract give written notice to the Customer of the identity of the person proposed to be appointed as the Contract Manager and any persons to be approved as deputies to the Contract Manager and shall forthwith give notice of any subsequent proposed appointments. Any person proposed to be appointed as aforesaid shall first be approved in writing by the Customer's Representative who shall have an absolute discretion to refuse such approval without being required to give reasons therefore.

The Contractor and the Customer's representative shall hold monthly meetings to review the performance and effectiveness of the Services. The specific dates of the meetings are to be mutually agreed between the Contractor and Customer prior to contract commencement.

The Contractor shall employ an adequate number of competent supervisory employees of sufficient abilities, skill and experience in addition to the Contractor's Manager to ensure that the Contractor's Employees are at all times adequately supervised and properly perform their duties.

The Contract Manager shall inform the Customer immediately and in writing of any activity or omission on the part of the Council which prevents or hinders or may prevent or hinder the Contractor from meeting its contractual obligations.

If within 7 days after receipt of a written notice from the Customer requiring compliance with an instruction the Contractor does not comply therewith then the Customer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all costs incurred thereby may be deducted by him from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Customer as a debt.

The Contractor shall inform the Customer representative of all complaints received about the Services delivered under the Contract. The Contractor shall be required to deal directly with complaints and shall provide a senior employee and any specialists to attend meetings at the Customer's request. All the Contractor's costs arising out of dealing with these complaints are the Contractor's responsibility.

The Customer's Representative will investigate any failure to achieve a Performance Standard or a Key Performance Indicator which the Contractor disputes after the Contractor has first carried out an in-depth investigation including site visits to ascertain the particulars of the failure.

The Contractor shall ensure that the Customer's SAM system is regularly updated in real time for the production of monthly Service Performance Reports at their own cost

to support and inform regular review meetings between the Contractor and the Customer.

Each Service Report shall detail the following:

- Summary of Planned Preventative Maintenance (PPM) and Forward Maintenance activities in reporting month showing planned date, actual date activities were carried out.
- Service performance in reporting month, P1, P2, P3, P4 priorities.
- Forward work plan to show PPM for following two months and current Forward Maintenance Register.
- Contract variation requests following additions, deletions and amendments to service.
- Forward Maintenance Register updates.
- Condition Survey review.
- Number and details of all complaints and responses to those complaints.
- Statement of accounts showing the invoiced amounts, payments made by the Customer, payments made to sub-contractors for bespoke works (not within the regular Compliance and/or Cyclical works), payments made to suppliers for bespoke works.
- Forthcoming changes in legislation.
- Health, safety and environment breaches and recordable accidents, incidents and near misses relating to each of the premises;
- Service delivery proposals and contractual issues if any changes have occurred.

The Service Report(s) shall measure the performance of each Service provided under the Contract including the following:

Performance statistics typically to contain:

- All reported faults in this reporting period.
- Performance failure occurrences and duration.
- Performance failures dealt with within rectification periods.
- Performance failures not dealt with within rectification periods.
- Number of outstanding performance failures not yet dealt with.
- Average response times across types of fault.
- Call statistics from the Helpdesk showing number of calls, longest ringing time and abandoned call rate.

The Customer and Contractor shall both have the opportunity to add further measurable items to this list, within reason. Such requests shall be proposed within a reasonable timescale before the production of the Report to enable the Customer to collate the necessary information.

2.3.1 Defects Liability

In the event that faults or defects occur within six (6) months of the date of the completion date of any of the work, and which arise from any failure or neglect on the part of the Contractor in the proper performance of the work, including materials or standard of work not in accordance with the Contract or due to adverse weather

occurring before the completion of the work, such fault and/or defect shall be made good by the Contractor, at its own expense.

The Contractor shall carry out the making good in accordance with the timescales specified in the Contact Administrator's Representatives written instructions, namely:

- work to be carried out within three (3) working days if the work is specified as a priority by the Customer's Representative; or
- work to be carried out within twenty (20) working days if the work is specified as a non-priority by the Customer's Representative

The Contractor shall work towards a zero defects at handover of all projects and replacement works.

In certain instances the Customer's Representative will require specific performance warranties and Guarantees in respect of materials, goods and workmanship. Where requires relevant warranties and guarantees will be referred to in the individual specification for the Work in the applicable Order.

2.3.2 Security

The Contractor shall ensure that the Contractor's employees maintain the security of any premises covered by this Contract.

The Contractor shall comply with the Customer's security regulations including any made for the purpose of the current Data Protection Act. In particular but without prejudice to the generality of the foregoing the Contractor shall not read and shall prohibit the Contractor's employees from reading any documents however produced or the information displayed on any screen or listen to the contents of any tape or electronically produced recording except that to which the Contractor or the Contractor's employees are required to have access in pursuance of the performance of the Services required by this Contract.

The Contractor may have to hold access keys and operate any intruder alarms as required by the Customer. In such circumstances the Contractor shall be responsible for the security of any location upon which the Contractor is required by the Council to carry out any Services and shall ensure that such location is properly secured both whilst the services are being provided and on completion thereof. In the event of the Contractor's employees failing to properly operate the intruder alarms the Contractor shall reimburse the Customer for any expenses arising as a result of such failure.

The Contractor shall be responsible for the safekeeping of any keys passes or other means of access provided to the Contractor by the Customer and shall permit such keys passes and other means of access to be given only to those of the Contractor's employees whose names and addresses have been previously given to the Council and then only to the extent required for the purposes of providing the services. In addition the Contractor shall ensure the Customer is informed immediately of the loss of any keys passes and other means of access and shall reimburse the

Customer of any costs of replacement and for any reasonable security measures implemented as a result of such loss.

At the request of the Customer or on the termination of this Contract whichever is the earlier the Contractor shall return to the Customer any keys passes and any other means of access issued under this specification.

The Contractor shall supply to every Contractor's employee a photo-identity card of a type to be approved in writing by the Customer. The Contractor shall maintain and provide to the Customer a list of all cards currently in use. Such identity cards shall be carried at all times by each employee when carrying out the Services and shall be produced for inspection at the request of any Officer of the Customer. Immediately on ceasing to be engaged in carrying out the services that Contractor's employee's identity card shall be surrendered to the Customer. The Contractor shall be responsible for ensuring that the identity card is immediately destroyed.

When communicating with any person the Contractor's employees shall disclose their identity and shall not give any misleading information which could reflect adversely on the Customer.

2.3.3 Pre-Work Arrangements

In respect of Works designated priority 5 and 'Pg', the Contractor shall give not less than one (1) weeks' notice in writing in the prescribed form of his intention to commence the Works.

Written notice shall be given to both the Customer's Surveyor or Engineer and the person responsible for the property where the Works are to be undertaken. (e.g. for a school - the Head Teacher; for a Social Care establishment - the Officer in Charge/Manager, etc). The notice shall include the following:

- a) the agreed start date;
- b) the estimated duration of the Works;
- c) the agreed completion date;
- d) details of any possible or anticipated disruption to the use/occupation of the location/property/site;
- e) the Contractor's representative for the project together with current contact telephone number and address. Current contact details are required so that the occupier/representative is able to contact the Contractor as necessary.

The Contractor and/or its Sub-Contractor may be refused entry if the above provisions are not complied with. Where entry is refused as a consequence of noncompliance, no claim for abortive visits will be considered.

In all instances, the Contractor's operative will immediately, upon arrival at the property/site, contact the person responsible for the property and confirm:

- a) their identity;
- b) the Contractor's company name;
- c) the work/job ordered;
- d) the location;

- e) the estimated duration; and
- f) any specific issues applicable to the Works (e.g. noise, use of water, electricity, disruption, etc).

Before starting work on site, the Contractor's operative will be responsible to arrange any necessary "Permits to Work" as well as any statutory permits such as pavement scaffold permits, pavement closures, skip permits etc, in conjunction with the Building or Site Manager.

The Contractor shall ensure that all Contractor Operatives determine the emergency and safety issues and arrangements applicable to the building in which they are working.

2.3.4 Estimates and Quotations

In addition to the provision of budget estimates Contractors shall allow for providing as and when required a detailed quotation. This may involve obtaining quotations from specialist sub-Contractors and suppliers. Quotations will generally be for Works anticipated to cost in excess of £200.00

For the purposes of preparing a quotation as referred above:

- a) the Customer's Surveyor or Engineer will provide the Contractor with a detailed specification and drawings as appropriate;
- b) the Contractor will be expected to visit the site to assess the work required and to liaise with both the Customer's Surveyor or Engineer prior to the submission of the quotation;
- c) the Contractor will allow in his quotation for all work required to complete the Works, whether identified or specified by the Customer's Surveyor or Engineer or not, where it is integral to the work and an essential part of it the Contractor should show this separately in the quotation.

Quotations to be submitted to the Customer's Representative within the time period as detailed below subject to the Customer's Representative providing the Contractor with sufficient detail to prepare the quotation. No variation from the quoted cost will be allowed without the specific instruction of the Customer's Representative.

- £5,000 - £29,999 - 10 working days
- £30,000 - £49,999 - 15 working days
- £50,000 - £165,000 20 working days

Where specialist works are required, which are likely to exceed £5,000 in value, the Contractor will be required to obtain 3 quotes for approval by the Customer's Representative. In this instance a maximum 5 working days would be added to each of the quotation timescales.

The Contractor shall maintain an electronic record of all quotations requested and provided within the SAM System.

This shall include:

- a) the location of work;
- b) work details;
- c) requesting officer;
- d) dates of the estimate/quotation request;
- e) dates estimate/quotation provided;
- f) value of the estimate/quotation
- g) any other information the Council might reasonably request.

Orders may or may not be issued as a result of a quotation.

Contractors may be monitored on the accuracy of their quotations when measured against final invoiced cost.

2.3.5 Cancelled Orders

The Order is deemed to have been cancelled if:

- 1) the Order has been incorrectly addressed and reasonable efforts have been made to locate the correct address;
- 2) the work has been previously Ordered and carried out by others;
- 3) the work Ordered has, in the opinion of the Customers Surveyor or Engineer, after application by the Contractor, to be substantially changed before it can commence.

Written details of the reason(s) an abortive visit charge/charge for cancelled Order is being claimed are to be provided by the Contractor on the invoice claiming payment.

No charge for cancelled Order payment will be allowed if the cancellation of an Order is in any way due to the non-performance of the Contractor.

2.4 Property Classification

The Customer has divided the properties in its estate into the following classifications based upon the SFG20 priority coding structure:

- **Bronze** – Statutory (Red), Mandatory (Pink),
- **Silver** – Statutory (Red), Mandatory (Pink), Function Critical (Amber),
- **Gold** - Statutory (Red), Mandatory (Pink), Function Critical (Amber), Discretionary (Green)

All properties are to be maintained in line with the designated SFG20 procedures dependent upon their classification.

All Contractor's personnel shall report to the person in charge of the premises concerned or in the case of work in a school to the Head Teacher or Secretary when arriving on the premises and before commencing any work. Likewise, at the end of

each working day and on completion of the work. At all premises the Contractor will be required to sign a visitor's book showing times of arrival and departure.

Due to the specific nature of certain buildings, it is essential that designated personnel be available to carry out the work. Contractors may be subject to a Formal Induction prior to working. The Customer will ensure that the Contract Manager is inducted, who will then be responsible for his staff/sub-contractors. Failure to comply will result in refused access.

Arrangements must be made and agreed with the staff of the premises concerned for access to areas or rooms in use during normal working hours, and every effort must be made to cause as little inconvenience and disruption to normal day to day activities as possible. The Contractor shall provide all employees with a means of identification showing the Company's name, a photograph of the holder, the holder's name and position in the company and a number to ring to verify the holder's credentials.

The Contractor's representative shall on arrival on site obtain details of any local rules or formal induction processes which may be in operation on the premises in respect of access, asbestos, evacuation, noise, smoking or other matters and these shall be strictly observed at all times.

The Contractor is prohibited from using any property for any purpose other than the execution of the works.

The Contractor is generally prohibited from storing materials. He must clear away all rubbish etc and leave in a tidy and orderly condition on a daily basis unless otherwise agreed by the Customer.

The Contractor shall protect with dust sheets or other approved means the occupier's floors, furniture and fittings during the execution of the works. The Contractor will be responsible for any damage arising from inadequate protection.

The Contractor shall where necessary maintain at all times gas, water and electrical supplies within the property including the complete lighting installation, electrical and hot water storage installation. The Contractor shall programme his work so that adequate facilities are always available.

The Contractor shall allow for all temporary connections to meters and pay all additional charges required by Statutory Undertakers.

A number of properties included in the Indicative Property Portfolio are either:

- i. Listed Buildings under the current Town and Country Planning Act;
- ii. located within Conservation Areas;
- iii. of special historic/architectural interest,

The Contractor Hourly rates shall allow for the carrying out of Works in such properties.

The Contractor must also provide and allow in its Rates for:

- i. access and parking difficulties and restrictions when attending Town Centre properties and all other properties;
- ii. working generally in occupied buildings;
- iii. those properties which are fully residential or open to the community seven (7) days per week, up to sixteen (16) hours per day;
- iv. locating the work ordered within any site or building;
- v. items which have been performed in disadvantageous circumstances or locations;
- vi. cutting and waste in the event of building up a rate for a non-scheduled item then the wastage detailed in the National Schedule of Rates will apply.
- vii. The identification or cause of any problems or the locating/tracing of Stop Taps; Valves; Distribution Boards; Control Equipment; Pipe Runs; Inspection Chambers; Access Panels; Traps; Ducts; Switchgear; Cable Runs or the like in order to undertake the Works irrespective of their location.

2.4.1 Abortive Visits

Occurs where an operative(s):

- 1) is unable to gain entry after attending to undertake the work within the prescribed timescales having made all reasonable efforts; or
- 2) if after attending to undertake the work within the prescribed timescales, the occupier refuses to allow access to enable the Works to be carried out.

The tendered rates will apply for the period 1st November 2019 to 31st October 2020.

All in accordance with JCT MTC 2016 clause 5.6, using the National Schedule of Rates pricing fluctuation as a basis of yearly revision for inflation.

2.4.2 Maintenance of Essential Services

The Contractor shall where necessary maintain at all times gas, water and electrical supplies within the property including the complete lighting installation, electrical and hot water storage installation. The Contractor shall programme his work so that adequate facilities are always available.

2.4.3 Advertising Rights

The whole right of advertising upon or adjacent to any property or on any poles, hoarding or apparatus whatsoever forming part of or incidental to the Works is reserved to the Customer.

2.4.4 Site Conditions

In the case of every instruction the Contractor shall be deemed to have made a thorough examination of the site/premises and to have satisfied themselves as to the general site/premises conditions; means of access; working, no claims will be permitted for any problems arising from any failure by the Contractor to satisfy himself on these matters.

Where the Contractor considers that the work required on site is at variance with an instruction he shall immediately inform the Customer's representative who shall issue instructions if they see required.

2.4.5 Access to Properties

It is the Contractor's responsibility to make arrangements for access to enable work to be carried out.

All Contractors' personnel shall report to the person in charge of the premises concerned or in the case of work in a school to the Head teacher or secretary when arriving on the premises and before commencing any work. Likewise at the end of each working day and on completion of the work. If the Contractor for any reason leaves site during the works, they must inform the secretary. At some premises the Contractor may be required to sign a visitors book showing times of arrival and departure.

Where the Contractor chooses to undertake the Works using a method of access other than that which may have been specified, the Contractor shall ensure that:

- 1) the alternative method complies as a minimum in all respects with all statutory provisions relating to Health and Safety at Work requirements: and
- 2) a risk assessment will be carried out to determine safest method of access which method shall be used.

Even though methods of access may not be measured or scheduled the Contractor shall undertake work in a safe and workmanlike manner in compliance with all relevant statutory provisions for Health and Safety at Work, which is measured and the Contract.

Provision for access to the Works shall be arranged by the Contractor. The Contractor shall be responsible for making all the necessary arrangements with the building user for gaining entry and carrying out the Works.

The Contractor shall where necessary maintain a solid pedestrian access for occupants and all users.

If the Contractor is unable to gain entry due to failure of the occupier to provide or arrange to provide entry, the Contractor will, if the repair still requires attention, rearrange access by leaving a pre-paid, pre-printed postcard containing text agreed by the Customer's Representative. The provision of such cards will be at the Contractors expense.

Cards requesting access will advise the occupier that unless they contact the Contractor by telephone within twenty-four (24) hours for a P1 and P2 or 48 hours for all other priorities, to arrange a visit to carry out the work the Order will be considered cancelled, this will then be updated from site by the Contractors

attending representative on the SAM System for Audit, reporting and monitoring purposes

Upon the Customer arranging a further appointment to attend, the Contractor will update the status of the Order on the SAM System or in any case no later than one **(1) working day** and this will reactivate the Order and time allowed for completion of the Order will be reactivated.

The Contractor is deemed to have included within their hourly rates for the collection and return as necessary from / to the key holders any keys or the like in order to gain access to any un-occupied building or site.

The Contractor shall replace immediately any access keys for any of the Properties which are lost on account of any act, omission or negligence of the Contractor at its expense.

In the case of priority 1 and priority 2 calls the Contractor may be required to liaise directly with the key-holder or other responsible person to obtain access.

2.4.5.1 Goods and Materials not in accordance with the Contract

Any work, materials or goods which in the opinion of the Customer's Representative are not in accordance with the Contract shall immediately be removed from the site.
Interference with Adjacent Occupiers

The Contractor shall carry out the Works without interference to adjacent occupiers and shall keep the amount of noise to a minimum near buildings.

2.4.6 Civic Centre

Due to the specific nature of the building, it is essential that designated personnel be available to carry out work in the Civic Centre. All Contractors are subject to a Formal Induction for Civic Centre working. The Customer's Representative will ensure that the Contract Manager is inducted, who will then be responsible for his staff/sub-Contractors. Failure to comply will result in refused access to the Civic Centre. Furthermore all Contractors must report to the Keepers Office on the Ground Floor upon arrival and departure to ensure that security and Health and Safety practices are adhered to at all times.

The induction will include relative information in respect of:-

1. Building management
2. Security and Access
3. Health and Safety
4. Parking and loading/unloading
5. Key personnel

2.5 Management of Sub-Contractors

The Contractor is required to actively manage all aspects of subcontract involvement as indicated with in section 5.2 of this specification to ensure that all services received reflect that required under the Contract, and specifically that which is paid for. Key aspects of the role are listed below:

- Protecting the Customer's agreed contractual position and ensuring that the agreed allocation of risk is maintained and that value for money is achieved from the Contract;
- Performance monitoring against agreed Key Performance Indicators;
- Benchmarking and market testing of services against the provision from other service providers; in certain circumstances this may require the Contractor to provide the Customer with three quotations if requested.
- Problem solving and dispute (prevention and) resolution, where issues exist;
- Auditing and inspecting the Sub-Contractors' work, ensuring that they comply with the contractual requirements on Quality, Health and Safety, Environmental and Legislative requirements;
- Establish and maintain appropriate records and information management systems to record and manage the performance of the Contractor; this will involve updating the status of such works independently upon the SAM system.
- Ensure all materials used by any sub-contractor for use within the Customer contract or items transferring to Customer ownership meet or exceed the 'Government Buying Standards'
- Receiving, checking and authorising invoices for payment for additional services;
- Monitoring Sub-Contractors' approach to rectifying defects;
- Managing communication between the Customer and the Sub-Contractors.

Contractors shall warrant that all supply chain partners carry adequate insurance and that they are legally and professionally compliant in all activities whilst operating within the premises. Contractors shall demonstrate unequivocally the acceptance of these issues.

The Customer may wish for the Contractor to utilise one of their specialist contractors for services unique to the Customer, this arrangement will be managed by the Contractor and will be subject to a minimal management fee as specified in the pricing summary.

In addition to the above, the Customer will, on occasion as they see essential to, ask the Contractor to provide specialists and supplier invoices to audit the costs being charged to ensure that value for money is achieved from the Contract. The Contractor must supply invoices within **5 working days** from the request.

2.5.1 Post Code Monitoring

Wolverhampton City Council is monitoring postcodes for all construction contracts. The successful Contractor will be required to provide annual updates of postcodes for:

- Operational base of all sub-Contractors;
- Directly employed labour resources of both operational, office staff and any 'background' staff engaged on this contract;
- All sub-Contractor labour resources of both operational, office staff and any 'background' staff engaged on this contract;
- All 'preferred' suppliers.

2.6 Forward Maintenance Register

It is the Customer's intention to take a long-term view of their built and installed assets and their approach is to have a rolling 10 Year Forward Maintenance Register. This can only be achieved with the Contractors cooperation. The Customer requires the Contractor to pay attention to the various conditions, internal or external, of buildings and certain assets within them. If the Contractor notices any that they feel the Customer should be made aware of then the Customer requires photographic evidence detailing the building and area along with dates, so this may be added or acted upon in the future.

The Contractor shall gain an understanding of the Customer's estate strategy during the mobilisation period to ensure work is correctly prioritised. The Contractor shall clearly document and help define those sites which are categorised as the worst on the estate in terms of building fabric as well as the worst energy performing properties and make costed recommendations for improvements where appropriate. The Contractor will prioritise all sites in order of necessity to enable the Customer to budget the works and allocate the relevant funding.

The Contractor shall ensure that the programme takes full cognisance of operational maintenance issues and that the Forward Maintenance Register compliments day-to-day activities. The Contractor shall demonstrate how these can be scheduled to obtain best value for the Customer both through their timing and implementation.

All forward plans, photographs and schedules are to be uploaded and maintained on to the SAM System

2.7 Health and Safety Management

The Customer expects the provision of a professional service on all matters relating to the Health and Safety at Work etc. Act 1974 and any subsequent re-enactments and Regulations made under the Act.

The Contractor will provide relevant services, dependent upon its role in the works being carried out and abide by all responsibilities under the Construction (Design and Management) Regulations 2015.

From time to time the Contractor may be required to work with other Contractors and/or statutory bodies in an assisting/attendance capacity and shall be aware that in doing

so this may impact on the Contractor's duties, roles and responsibilities under the CDM Regulations.

Where the Contractor is required to work with other Contractors as may be necessary or desirable, it shall co-operate, liaise with and co-ordinate its activities with those of any other service provider or Contractor employed directly or indirectly by the Customer or the Contractor and shall perform the Works and the Service in harmony with and at no detriment to any other service provided by or on behalf of or to the Customer.

The Customer's Representative shall give written notice to the Contractor of the names, addresses and functions of all other parties as referred to above.

The Contractor shall work in association with the Customer to protect staff and members of the public on the premises whilst work is being carried out through compliance with all relevant statutory obligations and legislation and with Customer policy as it supports this legislation.

The Contractor shall ensure compliance at all times with all Health & Safety, Fire Safety and Disability Discrimination legislation and report any anomalies immediately to the Customer's Representative.

The Contractor shall demonstrate through his delivery of the services that his management of his own staff is exemplary in terms of Health and Safety best practice.

The Contractor shall advise the Customer on any areas which appear not to comply with legislation. Any works which arise as a result of such advice shall be added to the Forward Maintenance Register with agreement of the Customer.

The Contractor shall be required to report to the Customer monthly on all Health & Safety matters pertaining to their works and to conduct an annual review of all H&S matters with the Customer, including performance, any matters outstanding, recommended works programmes, exception reporting, and for issuing formal minutes of the annual review within one week of its taking place. The Contractor shall attend the Customer's regular Health and Safety meetings as required.

It is the responsibility of the Contractor to ensure that all statutory Health and Safety requirements are met in respect of maintenance works and inspections. The Contractor shall inform the Customer, in the first instance of all breaches of these regulations together with a programme for rectification and measures to safeguard against a repeat.

Before starting work on site, the Contractor's operative will be responsible to arrange any necessary "Permits to Work" as well as any statutory permits such as pavement scaffold permits, pavement closures, skip permits etc, in conjunction with the Building or Site Manager.

The Contractor shall ensure that all Contractor Operatives determine the emergency and safety issues and arrangements applicable to the building in which they are working.

2.7.1 Scaffolding

The Contractor shall only be entitled to claim/invoice for scaffolding, towers, access etc., at the rates included within the Pricing Document mark-up section if actually used.

2.7.2 Protection of Occupier's Furniture and Personal Effects

The Contractor shall protect with dust sheets or other approved means the occupier's floors, furniture and fittings during the execution of the works and will supply all necessary barriers to protect the Customer's and client's staff. The Contractor will be responsible for any damage arising from inadequate protection.

2.7.3 Contractor's Safety Advisor

The Contractor shall, upon commencement of this contract, unless he has already done so give written notice to the Customer's Representative of the name, address and telephone number (including mobile telephone number), and E-mail address of the Contractor's Safety Advisor. The Contractor's Safety Advisor may also be the Contract Manager subject to the Safety Advisor being a competent person as described in the Management of Health and Safety at Work Regulations.

Any change in the details concerning the Safety Advisor shall immediately be confirmed in a written notice to the Customer's Representative.

2.7.4 Suspension of Work

The Customer's Representative may suspend the performance of the Works at a Property in the event of any breach of H&S by the Contractor. The Contractor shall not resume the performance of the Works at a Property or such part until the Customer's Representative has given notice as described below.

Any suspension as described above shall be notified orally by the Customer's Representative to the Contractor's Contract Manager or the Contractor and shall be confirmed in writing within twenty four (24) hours with a "Contractor Prohibition Notice" and shall identify: -

- the relevant Property/Site;
- the nature of the breach; and
- the action required before the suspension is lifted.

The Customer's Representative shall give written notice to the Contractor when he is satisfied that the action specified has been satisfactorily undertaken or there is no longer a breach.

2.7.5 CDM Regulations

The CDM Regulations apply to all work carried out under this contract and the Contractor shall note that in some instances Works will be Notifiable under the Regulations.

Where a scheme is notifiable as defined in the current CDM Regulations the Council shall ensure that a CDM Co-ordinator is appointed to carry out all the duties of a CDM Co-ordinator under the CDM Regulations.

Whilst the Contractor shall be the Principal Contractor, the Contractor shall comply with all the duties of a Principal Contractor set out in the CDM Regulations, and in particular shall ensure that the Construction Phase Plan has the features required by the CDM Regulations. Any amendment by the Contractor to the Construction Phase Plan shall be notified to the Council, who shall where relevant thereupon notify the CDM Co-ordinator and the Customer Representative.

If the Council appoints a successor to the Contractor as Principal Contractor, the Contractor shall comply with all the reasonable requirements of the Principal Contractor to the extent that such requirements are necessary for compliance with the CDM Regulations.

The Contractor shall provide, and shall ensure that any sub-Contractor provides through the Contractor, such information to the CDM Co-ordinator (or if the Customer appoints a successor to the Contract as Principal Contractor, to the Principal Contractor as the CDM Co-ordinator requires) within the time reasonably required in writing by the CDM Co-ordinator for the preparation pursuant to relevant regulations within the CDM Regulations of the Health and Safety file required by the CDM Regulations.

2.8 Risk Management

The Contractor shall be familiar with the Customers risk register and alerts posted upon the SAM system job sheet for the premises and in conjunction with the Customer shall regularly review and propose enhancements. The Contractor shall co-ordinate all aspects of risk management in relation to the service deliverables, including close liaison with both the Customer and the heads of the wider business units in relation to risk management.

2.9 Environmental Management

The Customer is committed to running its estates in a way which respects and minimises the use of finite natural resources, minimise pollution and continually improve environmental performance. Responsible and effective energy, water, waste, travel and biodiversity management are recognised as the key building blocks in achieving this. The Contractor shall take account of, and comply with, the Customer's Climate policies and Sustainable Strategy (which can be obtained on the WCC website) which sets out the Customer's aims and objectives for greening its operations in line with the Sustainable Development in Government Framework (SDiG) and any future environmental plans put in place.

The Contractor shall conform with and supply records for the Customer's Environmental Management Systems (EMS's), and shall implement systems which are based on, or modelled upon, a recognised standard (such as ISO 14001 or Eco-Management and Audit Scheme (EMAS)). The Contractor shall support extensions in

scope to the customer's Environmental Management System. Where applicable the Contractor will input relevant data and download reports for the Customer.

The Contractor shall take cognisance of any Government initiatives in the management of energy, in order to best advise the Customer on any new initiatives that may beneficially impact the Customer's current strategy. The Customer will expect innovation in energy, water, waste and biodiversity management, as new approaches to the problems become available, and as government policy changes. The Contractor shall liaise with the Customer's environmental representatives in relation to these matters.

The Contractor shall produce an annual plan detailing the most cost effective route for the Customer to meet the relevant Government targets and mandates. The plan(s), which will include whole life costs and payback periods, should be made available on the anniversary of the signing of the contract every 12 months.

The Contractor will develop and provide products or services that are efficient in their consumption of energy and natural resources and that can be reused, recycled, or disposed of safely.

- 1) Recycling practices and proposals indicating what materials are to be reclaimed.
- 2) The arrangements for the disposal of waste materials.
- 3) The arrangements for minimising energy consumption.
- 4) Any environmentally compatible materials or products (including any made from recycled material) to be used on this contract.
- 5) The tenderer's procedures for ensuring the cleanliness and tidiness of all sites used for the collection, storage and disposal of waste.

The Contractor is to undertake every effort to prevent pollution, including noise, at source and improve the quality of our land, air and water.

The Contractor should recognise that the only sustainable alternatives (to fossil fuels) are renewable energy sources.

The Contractor will actively encourage employees and volunteers to conduct their activities in an environmentally, socially and economically responsible manner.

The Contractor will promote and where appropriate implement, the development of travel plans aimed at reducing the need to travel or, where that cannot be reduced, to move to the least damaging mode of transport available.

2.10 Electronic Property Information Mapping System (SAM)

Local Government Departments are required to maintain accurate records relating to their estate on the SAM electronic database. The Customer will require the Contractor to maintain up-to-date, accurate metrics including cost and performance data on its behalf.

The Contractor shall provide adequate site and contract administration to ensure the proper execution of all job sheets and SAM updates, see section 3.0 for full details.

2.11 Authorised Persons and Permits to Work

The Customer shall be responsible for issuing, recording and managing all permits to work applicable to their specified works and a register of permits must be maintained the compliance of the PTW issuing and reporting will form part of the monthly performance review meetings so it is essential all PTW are uploaded to the SAM System specific to each job.

2.11 Staff

Services provided through this Agreement must be delivered by staff who have a minimum of Basic Skills.

Basic Skills are defined as Level 1 literacy (equivalent to GCSE English at grades D-G) and Entry Level 3 numeracy (one level below Level 1).

All staff and sub-contractors must conform to and uphold the Customer's working practice and policy in carrying out their duties for the Customer or on WCC premises. This includes and is not limited to: safe driving practice; smoking policy; and equal opportunity and diversity policy.

All staff and sub-contractors must undergo a Baseline Personnel Security Standard check (BPSS).

It is a condition of this contract that the Contractor (at his own cost) will ensure that all operatives and sub-contractors are checked or are in the process of being checked (at commencement of the contract with the Disclosure and Barring Service (DBS) formerly the Criminal Records Bureau (CRB) using their 'Enhanced Disclosure Service' in accordance with the DBS Code of Practice. This will include details of cautions, reprimands, final warnings and convictions, including 'spent convictions' under the terms of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 2001.

Checks to be renewed every 3 years at Contractor's own cost.

Where operatives may have unsupervised access to children, in particular within Education and Social Services buildings, in addition to the Disclosure and Barring Service checks, the contractor must have rigorous checking procedures in place and substantial documentary evidence to prove that the operatives have been correctly identified by the Contractor as being the persons who have been checked or are in the process of being checked by the Disclosure and Barring Service, and are in possession of an I.D. card which confirms who they are and shows a current photograph of them.

The Contractor is responsible for ensuring that the named person, is the person who is sent to the site to commence work.

The Contractor will provide a list within one month of such a request by the Customer of all employees employed on this contract (including sub-contract workers) indicating:-

- the name of the employee;
- the date of the check or when application was made;
- certificate number;
- what process you undertook to determine their suitability to work on this contract, should the disclosure have highlighted any previous convictions.

All staff and sub-contractors are to have as a minimum asbestos awareness training. Further training will be required by specific staff.

The Contractor shall at all times ensure that sufficiently competent, appropriately trained staff are deployed to cater for the spectrum of planned and unplanned demands on the maintenance services. The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. Where interface with electrical, mechanical or medium to high temperature hot water systems are involved, documented training schemes must be in evidence.

Contractors shall ensure that employees are properly trained which training will include as a minimum:

- a) the task or tasks such person has to perform;
- b) all relevant provisions of the Contract;
- c) all relevant policies, rules, procedures and standards of the Customer details of which have previously been provided by the Customer to the Contractor. This will include Equalities, Environmental and Sustainability.
- d) Health and Safety Legislation, including the Contractor's Health and Safety Policy.
- e) the CDM Regulations and its requirements and implications should also be included.
- f) fire risks and fire precautions and fire escapes;
- g) the requirement to recognise situations which may involve any actual or potential danger of personal injury to any person at a Property immediately report such situations to the Customer's Representative or in the event of an emergency the member of the Customer's staff with responsibility for the Property and where possible without personal risk, to make safe such situations;
- h) the prevention of, dealing with, and alleviation of any situation which is a potential or actual emergency or disaster.
- i) asbestos awareness and refresher training
- j) customer care and customer satisfaction procedures
- k) awareness of the impact on Health and Safety of short duration and emergency Works on his employees and building users.

2.11.3 Provision of Work Experience Placements and Apprenticeships

The Contractor will provide construction related work experience placements for two (2) week periods for a minimum of one (1) year 9 and above students from schools/colleges in Wolverhampton annually. The Contractor will provide all necessary personal protective clothing and equipment, induction training and suitable Insurance cover.

The Contractor will provide formal supervised construction training for a minimum of one (1) Apprentice and or Technical Trainee for each year during the life of the Contract. This training will be linked to a course of study towards a recognised qualification such a City and Guilds, BTEC National or similar.

The ability and experience of the Contractor in delivering such training opportunities will be assessed as part of the quality assessment process in awarding the contract

2.11.4 Identification

Prior to the Commencement of this Contract the Contractor shall provide the Customer Representative with a list of the Contractor's Employees who are to be issued with an identity card. This list shall be maintained and updated by the Contractor and written notice of any changes shall be issued to the Customer Representative without delay.

The Contractor shall (at its own expense) ensure that all the Contractor's Employees wear an identity card at all times and when at a Property or dealing with members of the public in the provision of the Works and the Service, such identity card shall:

- include photographic identification and shall comply with a design approved by the Customer by prior to the Works commencing on site;
- include Wolverhampton City Customer logo;
- be laminated and have provision of either hanging strap/chain or attachable clip fixing;
- identify a telephone number for persons to verify the identity of the holder of the identity card;

Confirm the DBS certificate number on rear of card.

Where any of the Contractor's Employees ceases to be an Employees, the Contractor shall on Employee's final working day collect and destroy any identity cards and inform (in writing) the Customer Representative of such destruction.

The Contractor shall ensure that the telephone number identified on the identity card is staffed during Working Hours.

The Contractor shall indemnify the Employer against any claims bought against it for misuse of the identity card by the Contractor's Employees.

2.11.5 Behaviour

The Contractor shall ensure that all of the Contractor's Operatives comply with the Code of Customer Care as set out below;

- 1) show the identity to any customer who requests sight of the identity card or clarification of identity;
- 2) where the Contractor's Employees are required to visit any Property) the identity card is shown prior to entry and to any persons requesting sight of such card;

- 3) when requested to do so by the Customer's Representative that his Employee(s) disclose his/her identity and status as an employee of the Contractor and shall not attempt to avoid so doing;
- 4) do not unlawfully remove any articles or thing from any Property/Site whether the property of the Customer or of its employees, agents or sub-Contractors or of other persons;
- 5) do not use radios, stereo sets or the like whilst working at a Property or in the vicinity of a Property;
- 6) do not smoke at or use drugs at any Property they may visit for the purposes of this Contract.

The Customer requires the following behaviour of all Contractor's Employees, including sub Contractors and their employees, who come into contact with Customers:

- 1) are tidily dressed and wear a designated uniform with the Company Logo clearly displayed on the uniform or work wear;
- 2) carry and present the Form of Identity and the Form of Interpretation when introducing themselves to the Customer;
- 3) introduce themselves politely to the Customer;
- 4) always give their name to the Customer;
- 5) treat the Customer with courtesy and respect;
- 6) treat the Properties, possessions and fittings of the Customer with respect;
- 7) are friendly, welcoming and helpful (rather than treating the Customer as a nuisance or a disruption);
- 8) deal with the Customer promptly;
- 9) show patience, understanding and sensitivity in dealing with the Customer's problems.
- 10) adopt a non-judgemental approach to the Customer;
- 11) behave in a proper and professional manner at all times, including refraining from smoking and using bad language;
- 12) comply with the Customer's Equalities Policy;
- 13) where necessary provide translators/signers to communicate with Customers;
- 14) do not use radios or similar on occupied sites;
- 15) take care of the Customer's property and possessions, protecting them from damage, dust, paint, spillage etc, at all times;
- 16) keep the Properties secure at all times. Losses resulting from inadequate security shall be made good by the Contractor at his own expense;
- 17) keep safe all materials and equipment used on site to avoid danger to occupants and visitors;
- 18) clear all rubbish resulting from the Works from inside and outside the Property at the end of each Working Day;
- 19) make good any avoidable and/or negligently caused damage to decorations, fixtures, fittings, furniture, equipment, landscaping (hard and soft) resulting from the Works;
- 20) comply with Health and Safety Legislation and relevant Codes of Practice particularly those affecting customers and users of the work area;
- 21) make sure that essential services are connected and/or temporary services provided at the end of each working day and upon completion of the work;

- 22) always keep appointments made with Customers and Customer's Representative i.e. Surveyors and Engineers etc;
- 23) keep the Customer informed about any delay in carrying out any Works;
- 24) inform the Customer of any damage to decorations, carpets, furniture, fittings, fixtures, equipment, landscaping (hard and soft) etc, likely to result from the Works before commencing such;
- 25) obtain the permission of the Customer before using the power, water or telephone or the like;
- 26) advise the Customer of likely disruption to the working of their property or part thereof due to the nature of the Works. E.g. compound location, noise, dust, access restrictions etc. Maintain services to minimise disruption where temporary provisions need to be put in place;
- 27) do not use photographic equipment (including mobile phones with camera facility) in the vicinity of children or vulnerable adults.

2.11.6 Records

The Contractor shall maintain current and accurate records of all the Contractor's Employees which shall:-

- 1) include employee attendance and shall differentiate between those engaged as operatives and those exercising supervision.
- 2) be open for inspection by the Customer's Representative at all reasonable times, and at such inspection the Customer's Representative shall be entitled to take a copy of all or any part of such records produced by the Contractor.
- 3) include training and qualifications of Contractor's employees, these shall be available for inspection by the Customer's Representative.

2.11.7 Removal of Employees

The Customer Representative shall be entitled by written notice to the Contractor to cease to employ any of the Contractor's Employees or sub-Contractors, including the Contractor's Manager in relation to the performance of the Works and the Service and the Contractor shall comply with such notice provided: -

- 1) is not issued unreasonably or vexatiously;
- 2) states the reason for the removal;
- 3) states the date on which it is to have effect.

The Contractor may make written representations to the Customers Representative concerning the Named Employee who is the subject of the notice referred to in the above paragraph. The Customer shall consider the representations and may:-

- withdraw the notice; or
- suspend its operation subject to such requirements as he/she thinks fit; or
- confirm the notice.

If the Customer confirms the notice after considering such representations, or if no representations are received within the period prescribed then the Contractor shall not be entitled to employ the Named Employee to perform the Works or Service. If the Named Employee is the Contractor's Manager the Contractor will immediately nominate a replacement for the Customer's approval.

2.12 Additions, Deletions and Amendments to Contract

The Customer's property portfolio may change throughout the term of the contract. If changes are required, the Contractor will facilitate those changes. The Customer's revised property portfolio will be discussed during the contract review meetings. Upon the Contractor receiving, from the Customer, a written formal notification that a service or group of services are subject to modification as a result of said portfolio changes; the Contractor shall provide the following information to enable the Customer to assess the impact of the proposed change:

- Advise on any specific terms or elements that affect the request
- Produce a list of contract amendments and updated scheduling including but not limited to: revised asset list, revised PPM schedule, revised property list at the next contract review meeting, by updating the SAM system.
- Review, change and update internal management information and procedures, through SAM and deliverables accordingly.
- Prepare cost and variance details (where relevant) for approval at the next contract review meeting.

If the Customer decides to progress with the change the Contractor shall comply with the change request in accordance with the change procedure detailed in the Contract Terms and Conditions.

2.13 Exclusions

The following exclusions to this contract will apply. Work falling into this category will be charged on a monthly basis as an extra to the contract or by the Customer choosing delivery of services directly all subject to review and agreement in the monthly contract performance meeting:

- Equipment beyond economic repair (as defined below)
- Misuse, abuse and operator error (as defined below)
- Access denied (at reasonable times). Some maintenance locations may not be manned and therefore an appointment may need to be made, having to wait will not classify as denied Access. The Contractor must prove he has made a reasonable effort in obtaining access including liaising with the Customers Representative.
- Customer specified service level enhancement
- Abuse of asset
- Fire, leaks, act of god, storm damage
- Building user and Customer vandalism
- Quoted works for improvement or alteration

- Loss of water, gas, electricity and data from Utility Supplier

2.14 Replacement of Customer Asset

Where Customer asset is beyond its economic life it will be replaced. The Contractor shall advise the Customer where in their opinion a Customer asset is beyond economical maintenance and repair are likely to cause ongoing unplanned downtime or pose potential Health and Safety risks or excess environmental impact. Where replacement has been identified the Contractor shall assist the Customer in determining suitable replacement option considering operational use, capital cost and required life factor. The Customer will be the final arbiter on whether an asset is beyond its economic life but will act reasonably in reaching such decisions taking in to account the following:

- If the projected cost of the repair exceeds the cost of replacing the asset.
- If the part(s) required to repair the asset are no longer available (obsolete, as determined by the manufacturer).

2.15 Misuse, Abuse and Operator Error

The following exclusions to this contract will apply. Work falling into this category will be charged on a monthly basis as an extra to contract subject to review and agreement in the monthly contract performance meeting:

- Damage due to rough or misuse.
- Not following manufacturer's guidelines for use.
- Not following Customer's operations procedural standards.

NB. Misuse, abuse and operator error by Contractor would not constitute an exclusion to this contract.

Below are examples of the six main categories above: -

- Water damage as a consequence of vandalism
- Incorrect use
- Other unapproved suppliers repairing asset
- Water or cleaning fluid damage due to incorrect cleaning procedures by others
- Damage or failure due to electrical supplies being interrupted or altered by supply authorities or supplier
- Damage or failure if due to continued use after fault has been diagnosed and Customer advised not to use asset.

3 SERVICE SUPPORT AND SAM

3.1 Service Support and SAM

The Customer currently have a Service Support team to operate calls from the Customers clients. In addition to this the client also has the ability to raise jobs directly from the system.

On completion of work issued under Priority 'Pg' and prior to issue of invoice, a Handover meeting must take place with all parties to ensure works complete and in accordance with specification. Client or project officer to 'sign off' job complete on Contractor job sheet. (This meeting to be arranged at commencement of works to ensure availability).

Service Support will log calls on the SAM system, the system will then direct the call directly to the contractor or responsible engineer or surveyor, if mandate is exceeded, who will then authorise the job on SAM.

3.1.1 The response times for activities managed through the helpdesk for all services shall be as follows:

Priority	Description	Response times
1	Matters giving rise to an immediate health and safety or security risk	Respond within 1 hour and institute an interim solution within two hours of notification. Permanent solutions to health, safety and security issues to be achieved within 24 hours of notification
2	Matters that prevent or severely restrict the Customer from conducting normal operations	Respond and implement at least an interim solution within three hours of notification to or detection by the Contractor. Permanent rectification to be achieved within two working days of notification
3	Matters that impinge upon the proper working of the facilities in relation to all users	Respond and implement at least an interim solution within six hours of notification to or detection by the Contractor. Permanent rectification to be achieved within four working days of notification
4	Matters of a routine nature	Respond within two working days of notification to or detection by the Contractor. Permanent rectification within five working days
5 (Pg)	Change or cosmetic requests (Planned Works)	Schedule and agree timetable for completion within five working days of request

The above P1 priority will be subject to change when a critical repair or call is required. This is specific to the service require, e.g. Lift entrapments, which may not apply to the

specific contractor service, but may apply to certain critical emergencies, namely loss of power, major water leaks etc.

3.1.2 Mandate Levels

- £0 to £200 No authorisation required
- £200 to £5,000 Quotation required and authorised by Customers Engineer or Surveyor
- £5,001 to £165,000 Minimum of 3 quotations required, full tender process required.

Priority 'Pg' Planned Works/Repairs (where the anticipated final invoice value is between £5,001 and £165,000)

Orders will be issued to the Contractor by e-mail (electronic) or postal means during Working Hours.

All Works shall be completed within a mutually agreed timescale that is identified on the Order. Failure to comply with this paragraph shall be used in assessing whether the Contractor has responded within the agreed time scales for Key Performance Indicator purposes.

The number of Orders issued under Priority 'Pg' using the rates tendered in the Pricing Document will be dependent upon the Contractor consistently achieving or exceeding the KPI targets as agreed between the Parties. Failure to meet the targets may restrict his work opportunities and the work offered to the best performing Contractor within the suite of frameworks.

Generally 'Pg' priority Orders using the tendered rates will be below £165,000.

Where a single trade job or specialist item with a value of more than £5,000 and forms part of a job, the Contractor will be expected to obtain three (3) competitive quotations. The above will be subject to an allowance for Contractor's attendances, as stated by the Contractor in their pricing document.

Contractors may be given a single Order to undertake similar work to various properties. The percentage adjustment will be based upon the total value of the work invoiced. For projects above £165,000, the Contractor may be invited to compete in an open tender process.

For Priority 'Pg' Orders, the start and completion dates will be agreed by the Contractor, Customer Representative and Customer before work commences and the dates agreed shall form the basis for monitoring performance against agreed timescales.

On completion of work issued under Priority 'Pg' and prior to issue of invoice, a Handover meeting must take place with all parties to ensure works complete and in accordance with specification. Client or project officer to 'sign off' job complete on Contractor job sheet. (This meeting to be arranged at commencement of works to ensure availability.)

In relation to reactive activities that result in a repair which cannot be completed due to lead times of replacement parts or the need for Customer sanction of costs, the SAM System will have a measure within the system which allows the suspension of any activity under this scenario. The Contractor shall agree in advance with the Customer the exact criteria for suspension.

The Support Team shall accept requests from all Customers' staff by telephone or email, reporting a fault or the need for any service defined in this Specification. Each call shall be allocated a unique number. The Contractor shall be able to keep the caller abreast of job developments and may consult the caller to ascertain the degree of the update, an update must be produced when requested.

Out of scope calls will be passed back to the Support team by the Contractor who will then return the job to the assigned engineer or surveyor.

Service requests of any nature must be acknowledged by the Contractor within fifteen minutes and the caller informed of the action to be taken.

The Customer requires the Contractor to ensure that Support staff remain fully informed as to the status of calls and of Works managed through the SAM System.

The Contractor shall provide appropriate personnel to ensure that training may be provided by the Customer for the SAM system and administration updates are maintained 24/7.

The Contractor shall ensure that the SAM system is updated on a daily basis with all necessary procedural and emergency contact information.

The Services Support staff shall identify all calls by service type (reactive, new work request, information request, ad-hoc request etc.) in order to effectively flow the information into management information.

3.2 Strategic Asset Management (SAM) System

It is anticipated that a Strategic Asset Management (SAM) System shall form the central focus for all PPM, proactive and reactive service provision. The SAM system shall be capable of being accessed electronically via the Contractors portal.

The SAM System is sufficiently flexible to allow assets to be cross-referenced at different levels. This allows greater capability in identifying particular assets, systems or sections of Services within any given site, building or floor within a building. Given this capability, equipment or Services, which are programmed for maintenance or require attention due to malfunction, shall be clearly identified on job sheets with respect to type of plant and accurate location. The Contractor shall report any anomalies immediately.

It is a requirement that the Contractor shall produce, update and maintain a Contract Asset Register on the SAM system from updates of assets found during various site visits. This shall be provided to the Customer who shall retain all of the rights to the information both physically and intellectually. The asset register shall be compiled from site visits and O&M manuals all asset details are to be entered into the SAM system.

Assets, each of which will be individually numbered will be capable of being identified in two hierarchical structures, one system based, the other geographically based.

SYSTEM BASED HIERARCHY

System; e.g. - Heating System

System; e.g. - Boiler Plant

System; e.g. - Shunt Pump

System; e.g. - Motor

GEOGRAPHY BASED HIERARCHY

Site; e.g. 1 High Street

Building; e.g. South Wing

Floor; e.g. Ground

Room/Area e.g. Boiler Room

The system is sufficiently flexible to allow these two hierarchies to be cross-referenced at different levels. This allows greater capability in identifying particular assets, systems or sections of services within any given site, building or floor within a building. Given this capability, equipment or services, which are programmed for maintenance or require attention due to malfunction, can be clearly identified on job sheets with respect to type of plant and accurate location.

All managerial, quality monitoring, PPM tasks and reactive activities shall be managed, executed and monitored through the SAM system.

The Contractor shall provide the necessary resources to maintain extend and enhance both the quality and the depth of the information held on the system to the mutual benefit of both itself and the Customer. The Contractor shall ensure that the history of assets is captured by the system and shall achieve this by accurate data entry with regard to work orders, certification and appropriate management of the SAM System.

Beyond this, the Customer wishes to capture maintenance costs, in addition to materials costs for each asset. The Contractor shall use the SAM System to capture these costs.

The Contractor may note that the Customer will determine, in part, the Contractor's performance by regularly and routinely querying the data held and it is in the interests of the Contractor to ensure the feedback information associated with its activities is promptly and accurately entered into the system. It is the Contractor's responsibility to regularly feed updated information into SAM System regarding the completion of tasks or otherwise including statutory compliance information and appropriate certification.

Given the strategic and operational importance of the SAM System the Contractor shall need to work closely with the Customer whilst undertaking Contract Mobilisation, in order to achieve the transparency of Facilities Management information that is a base of the understanding of this Specification. The Contractor shall ensure that the requirements for full access to Contractor's records are achieved. The Customer shall

accept nothing less than full transparency of Facilities Management information, for ongoing audit/information purposes and will ensure all the requirements of SAM are adhered to ensuring audit compliance.

The Contractor shall recognise the Customer’s ownership of all data used or generated in the delivery of the Facilities Management services, at the Contract completion. At the end of the contract the Contractor shall assist in the migrating of any data to the Customer in a structured and agreed format to enable it to be uploaded onto another SAM or CAFM system.

The Contractor’s operative will be required to sign jointly the job sheet with the client to show that the work is complete and to verify actual attendance on site. Such a requirement shall in no way be deemed to indicate an acceptance of the quality of workmanship or materials but merely to identify that in the opinion of the person in charge no further work requires to be done to complete the order. Whether the work is properly completed shall remain the responsibility of the Customer’s Representative.

3.2.1 ICT and Communication Arrangements

The Contractor shall provide a smart telephone to all operatives so they may be able to communicate, update and in some circumstances upload to the SAM System.

A land line-based telephone(s) shall be provided, which shall be attended by the Contractor’s personnel at all times during the hours stated (i.e. call-out works and during normal Working Hours for all other Priorities). A telephone answering machine is not acceptable.

The Contractor shall also ensure that sufficient telephone lines are available to ensure the due and proper performance of this Contract. Recognised call centres may only be used with the Customer’s Representative prior approval and such approval may be withdrawn if the use of a call centre is not suitable or to the benefit of the Works.

The Contractor should be aware that administrative support is essential for the SAM System to function to the benefit of both the Contractor and Customer and while we cannot insist on what the Contractors structure should be we feel that the system outputs would require this.

3.2.2 Job Sheet Data

For the purpose of tender assessment only the following weightings have been given to the Priorities.

P1 Building	28% of value
P2 Building	22% of value
P3 Building	31% of value
P4 Building	96% of value
P5 Building	17% of value

P5/Planned Works 81% of value

There is no guarantee given or implied by the Customer that these percentages will at any time necessarily reflect the division of orders.

As an indication of the anticipated scope of the work the following information is given as a **guide**:-

	P1	P2	P3	P4	P5
Approx no. or orders per annum	611	1877	825	109	304
Average value of Order	£239	£276	£1,650	£7,640	£5,150

The above data incorporates information from previous years records and includes work carried out for schools. The Contractor should note that work for schools does not form part of this contract, though schools may use this term contract and place separate orders for work using the tendered rates.

3.2.3 Payments

The purpose of this protocol is to determine permitted timescales for the resolution of such queries (whilst in query the invoice is put on hold and the period of time taken to resolve added to the 'payment due date').

Each invoice is to be accompanied with the job sheet number detailing all relevant information, signed by Client, indicating start and finish times, etc. Failure to do so will result in the invoice being returned to the Contractor for completion. Job sheets submitted must be original and not photocopies.

In the event that an invoice is returned, the Contractor will reissue the invoice detailing a revised tax point date.

An invoice is defined as financial detail, signed job sheet, and all necessary 'back up' information. Failure to provide a completed invoice may result in it being returned to the Contractor.

Where the work covered by an individual job Order priced out at the rates contained in the National Schedule of Rates is, before the application of the Contractors percentage adjustment, less than £40.00 (Forty pounds sterling) the amount to be paid to the Contractor in respect of that individual job shall be a minimum charge of £40.00 (Forty pounds sterling). With this in mind, the Customer will be issuing an order for the reactive calls on a "draw down" basis, this will be monitored by both the contractor and Customer to ensure no discrepancies occur.

The minimum charge will apply for the entire contract duration and not be subject to any fluctuations

4 FACILITIES MANAGEMENT SERVICES

The Facilities Management Services provision shall consist of (but not be limited to) the ones listed within section 5.2.

The Contract will be awarded on the most economically advantageous tender in terms of price and quality, and the provision of best value to the Customer.

4.1 Testing and Inspection (Compliance)

The control and execution of this service shall be managed entirely by the SAM system in line with the overall PPM regime and subject to the same performance standards, whether fulfilled by direct personnel or sub-contracted element. The Contractor shall engage with Customers staff with risk assessments and method statements developed to ensure minimum impact on the Customers operations. The customer shall be fully informed of any concerns or recommendations identified following statutory inspection regimes. All reports and recommendations shall be held centrally within the SAM system uploaded by the Contractor.

4.2 Planned Preventative Maintenance

The Contractor will receive and accept work instructions from the SAM System only orders will then emanate from the authorised surveyor or engineer or agreed representative. Any requests from any other party must be referred back to the above.

Where the Contractor considers that the work required on site is at variance with an instruction he shall immediately inform the Customer's Representative who shall issue instructions.

4.3 Reactive Repairs

The Contractor shall provide a professionally managed service, for reactive repairs and maintenance 24 hours per day, 365 days per year. It is anticipated that this service will be managed through the SAM system and the Customers out of hours call facility.

No works with a value more than £200.00, per reactive call excluding VAT are to be undertaken without the prior agreement of the Customer. This arrangement excludes all Schools, which should be reported immediately of any associated repair costs through the SAM system and the authorising surveyor or engineer.

The Service Support element of the SAM system shall be the sole focus of reactive maintenance activities. The FM support team will raise a job on the SAM system, this is to be passed to the surveyor or engineer if the cost, from the contractor, exceeds £200. The surveyor will then determine whether the job is subject to the time and material rates, as listed within the Pricing Document, or subject to NSR evaluation.

It is essential that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The inherent skills of the Contractor's staff shall ensure the timely identification and rectification of faults. Both faults identified by Customer and Contractor's staff must be logged through the SAM system

for quality analysis. Each and every reactive service request must have an associated history, including completion date and time, within the SAM system.

The Contractor shall be responsible for meeting minimum response times contained within this Specification to ensure that all reactive tasks are carried out as outlined, so that any reactive repairs are completed with the least inconvenience or disruption to the business of the Customer or to the Customers clients.

The Contractor shall maintain accurate asset registers following the completion of all reactive repairs and maintenance and update the SAM system accordingly to maintain accurate record of changes.

4.4 Planned Works

Bespoke works to bring premises up to the agreed standard, and Reactive Repairs over a value of £200.00 per premises identified by the Contractor, shall be notified to the Customer by the Contractor as soon as the Contractor becomes aware of them. In the case of Urgent non-emergencies, the Contractor and the Customer will agree a programme of works to ensure that they are dealt with as quickly as possible. New works which are generated by request of the Customer shall be notified by the Customer to the Contractor. All these Works shall be added to the Forward Maintenance Register and the programme reviewed jointly by the Contractor and the Customer. These works shall be carried out under the Planned Works package.

The Contractor shall maintain accurate asset registers following the completion of all planned works by means of updating the SAM system.

4.5 Financial Threshold Liability

The Contractor will carry out all Planned Works once instructed by the Customer.

On works under £200.00 the Contractor will carry out the works in line with the normal procedure under the Contract.

For works up to £165,000.00 the Contractor must obtain a minimum of 3 Quotes from Subcontractors for all subcontracted elements.

4.6 Replacement of Customer Asset

Where Customer asset is beyond its economic life it will either be replaced under the Planned Works package.

The Contractor shall advise the Customer where in their opinion a Customer asset is beyond economical maintenance and repair, this is dependent upon CIBSE, BSRIA or other service related bodies guide lines reference "Life Cycle" and Life Expectancy" scales and are likely to cause ongoing unplanned downtime or pose potential Health and Safety risks or excess environmental impact. Where replacement has been identified, the Contractor shall assist the Customer in determining suitable replacement option considering operational use, capital cost and required life factor. Any future replacement will be determined by what is stated within the aforementioned guide lines and the historical PPM or service records.

The Customer will be the final arbiter on whether an asset is beyond its economic life but will act reasonably in reaching such decisions taking in to account the following:

- If the projected cost of the repair exceeds the cost of replacing the asset.
- If the part(s) required to repair the asset are no longer available.
- If the asset was maintained by the Contractor throughout its life as manufacture specified.

4.7 Fabric Maintenance

The Contractor shall provide a professionally managed, high quality Planned Preventative Fabric Maintenance service in accordance with a system and programme of building fabric maintenance. This programme shall take cognisance of the Asset Surveys and Condition Reports and all relevant lease obligations.

Day-to-day repairs to the internal and external fabric shall be carried out in accordance with the terms and conditions of the contract. Notification of the day-to-day repairs will be transmitted via the SAM system from the Customers representative to the Contractor and allocated by the Contractor to the appropriate tradesmen. The Task Sheet shall clearly identify the asset type, location and work required. The Customer management shall agree access arrangements for restricted areas to avoid any interruption to business. All excess issues are to be raised with the Customer and updated on the SAM system.

Priority 'Pg' Planned Works/Repairs (where the anticipated final invoice value is between £5,001 and £165,000)

Job sheets will be issued to the Contractor via the SAM System(electronic) means during working hours.

All Works shall be completed within a mutually agreed timescale that is identified on the Order. Failure to comply with this paragraph shall be used in assessing whether the Contractor has responded within the agreed time scales for Key Performance Indicator purposes.

Where a single trade job or specialist item with a value of more than £5,000 is or is not identified within the schedule (by way of example replacing a steel fire escape) and forms part of a job, the Contractor will be expected to obtain three (3) competitive quotations. The above will be subject to an allowance for Contractor's attendances as detailed within the Pricing Summary.

For Priority 'Pg' Planned works Orders, the start and completion dates will be agreed by the Contractor, Customer's Representative and Customer before work commences and the dates agreed shall form the basis for monitoring performance against agreed timescales and programme of works submitted by the Contractor 14 working days prior to commencement or by mutual agreement with the Customers Representative.

As a number of properties included in the Indicative Property Portfolio (as set out in schedule 5 of the Invitation to Tender) are either:

- Listed Buildings under the current Town and Country Planning Act;
- located within Conservation Areas;

- of special historic/architectural interest,

The Contractor hourly rates shall allow for the carrying out of Works in such properties.

The Contractor must also provide and allow in its Hourly rates for:

- access and parking difficulties and restrictions when attending City Centre properties and all other properties;
- working generally in occupied buildings;
- those properties which are fully residential or open to the community seven (7) days per week, up to sixteen (16) hours per day;
- locating the work ordered within any site or building;
- items which have been performed in disadvantageous circumstances or locations;
- cutting and waste in the event of building up a rate for a specific trade or skill will apply.
- The identification or cause of any problems or the locating/tracing of Stop Taps; Valves; Distribution Boards; Control Equipment; Pipe Runs; Inspection Chambers; Access Panels; Traps; Ducts; Switchgear; Cable Runs or the like in order to undertake the Works irrespective of their location .

The Contractor shall enter a percentage adjustment for each category as shown within the Pricing Document for Materials, Plant and Subcontractor as indicated in yellow.

All rates shall be deemed to include for all the requirements contained in this document together with all preliminary costs, head office and site overheads, travelling and profit.

Orders and Issue of Documents

A Job Sheet will comprise of work in one or more trades at one or more locations at the same address. In exceptional circumstances., an Order may relate to a similar Works to be carried out at a number of sites.

Documents which may, as required, be issued with Orders, may include drawings, specifications, trade literature.

Orders will be issued to the Contractor for each job, via the SAM System, e-mail (electronic), by the Service Support team. Orders will be dated and shall:

- state where the Works is to be carried out;
- describe in general or specific terms the nature of the Works to be undertaken;
- indicate the required priority;
- confirm the customer's name and contact details; and
- in the case of Priority 'Pg' Planned Works Job Sheets and Orders specify the agreed start and finish dates.

An individual job sheet for each job will be issued in respect of Works falling into Priorities 1, 2, 3 or 4, detailed elsewhere in this specification.

The Customers Surveyor or Engineer may, from time to time, issue separate drawings, details and/or instructions/directions and explanations in regard to the design or quantity of the Works. These can/will be used for the purposes of preparing estimates or quotations as appropriate.

The Contractor shall not make any alterations in addition to, or omission from, the requirements of the Order except in pursuance of any additional requirement requested by the Service Support team or Customers Surveyor.

Requests for Extensions of Time

An Extension of Time does not warrant any claim for additional costs.

Requests for Extensions of Time must be specific and identify in detail the reason for the request.

Extensions of Time for non-appropriate reasons will not be granted.

Sub-Contract and Specialist Work

Where it is anticipated that the value of specialist work carried out by the Sub-Contractor in any Order will exceed 75% of the total cost of that Order, and where such work would be paid for as a sub-contract, such work will not be carried out as part of this contract. The Contractor will notify the Customers Surveyor or Engineer of this condition immediately on discovery.

Co-ordination with other Contractors

From time to time the Contractor may be required to work with other Contractors and/or statutory bodies in an assisting/attendance capacity and shall be aware that in doing so this may impact on the Contractor's duties, roles and responsibilities under the CDM Regulations.

Where the Contractor is required to work with other Contractors as may be necessary or desirable, it shall co-operate, liaise with and co-ordinate its activities with those of any other service provider or Contractor employed directly or indirectly by the Customer and shall perform the Works and the Service in harmony with and at no detriment to any other service provided by or on behalf of or to the Customer.

The Customers Surveyor shall give written notice to the Contractor of the names, addresses and functions of all other parties as referred to above.

The works will use approved materials and be carried out to standards detailed within Regulation 7 of the Building Regulations 2010, SFG20 and any other relevant current statutory regulations and requirements.

The works comprise the repair, maintenance and minor works required for the upkeep and improvement for the Customer's portfolio of non-housing properties and also houses for Caretakers and other residential staff, for a period of one year commencing 1st November 2019.

Works exclude mechanical and electrical works, except where these are required as part of the Works being undertaken through this contract.

Where mechanical and/or electrical work is undertaken as part of a repair/project, the Contractor will be required to use the appropriate designated mechanical and electrical Framework Contractor, when appointed, to undertake the work, thus ensuring that existing services are not compromised.

The Contractor shall be required to assist in the case of a major emergency either in a lead or supportive role providing labour, plant and materials as required.

The Pricing Document provides an indicative list of the number and type of properties to be maintained under this Contract which may change due to acquisitions, disposals, demolitions, change of use etc., throughout the duration of this Contract.

4.8 Asbestos Management and Surveys

The Contractor shall take the responsibility for developing and maintenance of the Customers Asbestos Management plan in accordance with legislation. The management plan will detail the location, condition and controls in place for any identified asbestos, asbestos products or other deleterious materials identified across the Customers Estates.

In order to populate the management plan asbestos surveys may be required. All surveys must be carried out under guidelines published within HSG264 (Second Edition published 2012) or equivalent and any other relevant standards or legislation.

The Contractor shall maintain a schedule of areas within all premises which contain asbestos or asbestos based products or other deleterious materials. This shall be published and conveyed to all personnel likely to be at risk of interfacing with this substance or have an interface with activities which may expose them to this substance.

4.8.1 Thermal Insulation containing Asbestos Fibres

There are buildings within the Wolverhampton Local Authority area that have insulation containing asbestos fibres on pipes and boilers etc and normally these establishments will have labels indicating this within the boiler houses and plant rooms etc. However, before work proceeds on any services the contractor shall ensure to his own satisfaction that the materials to be disturbed is asbestos free.

Records are kept within FMBM of insulation containing asbestos fibres and these can be issued through contact with the Customer's staff as and when necessary.

All identification, tagging, and monitoring is to be carried out by employing a suitably licensed and competent specialist approved by the Customer.

The Contractor is to undertake annual condition monitoring of Asbestos Containing Materials (ACM's). The responsibilities for Asbestos Management and Surveys are detailed as follows:

- The Customer is responsible overall for ACM's.
- The Customer is responsible for arranging Asbestos Management Surveys where indicated by the Contractor.
- The Customer and Contractor are responsible for compiling site-specific AMP's.
- The Customer and Contractor are responsible for the annual AMP review.
- The Contractor is responsible for arranging RAD surveys where instructed by the Customer.

All surveys are to be held on the SAM system and remain the property of the Customer.

The Contractor shall ensure that all activities, irrespective of their level of complexity, which are executed within areas identified as having asbestos or other deleterious materials, shall have a risk assessment undertaken and be provided with full method statements for safe execution of their task. An additional facility exists within the SAM system and the Contractor is required to assist in the uploading of information of properties that are not currently listed so a universal warning can be produced for specific premises job sheets.

4.8.2 Asbestos Awareness

All properties have been issued with an asbestos survey for which the Contractor is to ensure they are familiar with prior to commencement of the survey.

In the event of materials suspected of containing asbestos being found on the site the Contractor shall

1. use his best endeavours not to disturb the materials and shall cease work if and insofar as the continuance of work would put operatives at risk;
2. take all steps which may be necessary to preserve the materials in the exact position and condition in which found;
3. inform the Customer of the discovery and precise location; and
4. comply with any instructions by the Customer regarding what is to be done concerning its removal.

4.9 Asbestos Removal

Any Asbestos which requires removal shall be logged on the Asbestos Management Plan and scheduled for removal.

All Asbestos removal is to be carried out by employing a suitably licensed and competent specialist under guidelines published within the Managing and Working with Asbestos Control of Asbestos Regulations 2012, Asbestos the Licenced Contractors Guide or equivalent and any other relevant standards or legislation.

The Contractor shall ensure that the specialist engaged is listed within the existing Framework of specialists the Customer currently has. The Contractor shall ensure that all removal works, irrespective of their level of complexity, or level of contamination shall have a risk assessment undertaken and be carried out with full method statements for safe execution of the task.

The Contractor is to provide a 5-year guarantee for asbestos removal.

4.10 Out-of-Hour Emergency Dangerous Structures

4.10.1 Conditions for Service

It is the Council responsibility to ensure that any public buildings, structures, walls etc. are not a risk to the public and is free of dangerous structures. Hence, the

council requires structural engineers to attend and provide structural advice to the emergency service during the out of hour period.

4.10.2 Duties of the Structural Engineer

The contractor's consultant shall comply with the requirements set out below:

The structural engineer shall attend site/premises and provide structural advice within one hours of the received call from the council's 24 hours call centre.

The contractor's consultant will be required to provide an out-of-hours structural advice service for emergency call outs. Out-of-hours callouts from the Customer will apply outside normal (8.00 a.m. to 5.00 p.m.) working hours Monday to Friday and all-day Saturday, Sunday and Bank Holidays. The Contractor will be entitled to a fixed callout charge and payment for work based on dayworks at the rates tendered within the Pricing Document.

A structural report shall be forwarded to the Project & Works engineers within 24 hours. Where further structural advice is required to complete a task, the work will be the subject of a separate order.

Please enter your out-of-hours contact details for structural problems on Council Buildings (or private buildings where building control officers cannot be contacted).

ORDER of CONTACT	NAME	WORK NUMBER	HOME NUMBER	MOBILE NUMBER
Contractor/ Consultant Name				
1				
2				
3				
4				

4.11 Fire Protection

4.11.1 Fire Door - Repairs

During the period of this contract the Customer may require the Contractor to carry out remedial or permanent repairs to the Customers property Fire Doors.

All Products associated with the repairs must be

- CE Approved and capable of being located on FIRAS database.
- Fitted by a BM Trada Approved Certification Contractor or Sub Contractor
- Fitted in accordance with the manufacturer's instructions
- A record of the certificates of conformity for materials supplied either FIRAS, CE Marked or BM Trada Q Mark
- Manufacturers Certification

- A photographic record of the door and component condition on arrival/prior to repair
- A photographic record of the door and component on completion of the repair
- A notification of any further defective items or repairs required

4.11.2 New Fire Door Installation

All Fire Door installations will be:

- Carried out by qualified or experienced Carpenters
- Products supplied and fitted CE Certifire Approved and capable of being located on the FIRAS Database
- BM Trada Approved offering Q Mark Certification for the products used
- Completed works to be certified by FIRAS Certification
- Completed works being certified by BM Trada Certification.
- Installed as a “door set”.

4.11.3 Fire Door Maintenance Inspections

All maintenance and inspections if requested by the Customer must be carried out by an approved FIRAS inspector independently approved by the BM Trada.

4.11.4 Fire Stopping

The Customer will require the Contractor to complete the above works, either as an addition to the service provision or in conjunction with the repairs specified above. These works will be carried out by:

- FIRAS Approved Sub Contractors only.
- BM Trada Approved Sub Contractors.
- All records for the works undertaken to be uploaded onto the Customer's SAM system.
- A Certificate of Conformity for the works undertaken and displayed adjacent to the area of repair

5.0 SCHOOL SERVICE LEVEL AGREEMENTS

At present the Customer supplies FM Services Management using Service Level Agreements to a number of Schools/Academies within the city. These works are tendered in addition to other “soft” services by the Customer's Education Department. It is the intention of the Customer for the Contractor to honour the existing Service Level Agreements on behalf of the Customer until they expire.

5.1 FM Management Services Provided

At present the Customer offers three variations of Service Level Agreements:

Gold Management Service – this provides access to the services of Building Surveyors, Mechanical & Electrical Engineers and Technicians and all statutory servicing and energy management as defined in parts (a), (b) & (c) below.

Silver Management Service - this provides access to Mechanical & Electrical Engineers and Technicians and all statutory servicing and energy management as defined in parts (b) & (c) below.

Bronze Management Service – This provides support to those schools that would like to access elements of the services identified in the service level agreement; for instance, a Building Surveyor and/or Engineer for a specific piece of work or periodic support, this is provided at a commensurate hourly rate.

All costs covered within the service level agreement are exclusive of any works identified outside of the service level agreement.

a) Responsive Building Maintenance and Minor Works - Summary of Services

- Providing technical support in respect of the day-to-day maintenance of the building fabric, including internal and external finishes and providing advice to all parties.
- Provide during office hours, direct access to professionally qualified building surveyors for advice and assistance with regards to breakdowns or potential risks to operational delivery.
- Carrying out annual inspections of the premises providing recommendations for planned maintenance requirements.
- Initial consultation, preparing estimates, designing and preparing specifications and obtaining quotations and supervision for planned maintenance schemes; including internal and external decorations, to the value of £5,000 per scheme where the Contractor is utilised. (additional fee will apply if client requests additional quotes or non-use of contractor and for all schemes exceeding £5,000 in value).
- Liaising with enforcement officers in the design of the above schemes (e.g. fire, environmental health, health and safety).
- Supervising term contracts for the day-to-day repairs of buildings and minor works schemes.
- Advising on/obtaining planning and building regulation approval for schemes within the SLA agreement, where necessary (separate application fee payable).
- Checking and reviewing contractors' accounts/invoices as appropriate.
- Advising on Security Initiative Schemes in consultation with the LEA.
- Advising on suitable contractors to carry out schemes in compliance with the Customer's Financial Procedures modified in accordance with the scheme of delegation to schools as defined in Part II, Chapter IV of the School Standards and Framework Act 1998.

For works in excess of £5,000, a full Architectural and Project Management Service for all construction schemes regardless of size and scope will be provided for a separately agreed fee.

b) Mechanical and Electrical Maintenance

- The provision of technical and advisory support in respect of all statutory requirements, related to the maintenance of Building Services plant and equipment.
- The provision of technical and advisory support in respect of all recommendations relating to planned preventative maintenance and servicing, to ensure all plant and equipment operates both correctly and efficiently, and to minimise the risks and inconvenience associated with unforeseen breakdowns.
- Provision of Mechanical and Electrical Engineers to provide advice and assistance with regard to breakdowns or risks to service delivery.
- Where appropriate, initiate the first call by Mobile Technicians to investigate heating breakdowns (first hour of call is free). This will ensure that either the problem is fixed directly at no further charge, or the most appropriate term contractor attends to undertake the required repairs.
- Out of hour's emergency call out arrangements supported under various term contract arrangements.
- Undertake surveys of Building Services systems and providing on the recommendations for repairs and replacement requirements.
- Managing the statutory servicing and planned maintenance inspections of plant and equipment, including the placing of all appropriate service orders.
- Procure and manage contracts for statutory servicing and inspection, and for the day-to-day service/repair/ replacement of Building Services plant and equipment, including: Management of Legionella, Periodic Testing and inspection of Fixed Electrical Installations, Portable Appliance Testing, Fire Alarms and Emergency Lighting Systems, Servicing of Gas Appliances and Lifts.
- Initial consultation, preparing estimates, designing and preparing specifications and obtaining quotations and supervision for planned maintenance schemes, where the Contractor is utilised (additional fee will apply if client requests additional quotes or non-use of current contracts and for all schemes exceeding £5,000 value).
- Supervision and inspecting of day-to-day maintenance work as required.
- Checking of contractors' accounts/invoices where required.
- Advising on suitable contractors to carry out schemes in compliance with the Customer's Financial Regulations modified in accordance with the scheme of delegation to schools as defined in Part II, Chapter IV of the School Standards and Framework Act 1998.

For work in excess of £5,000, a full engineering design and project management service for all sizes of scheme can be provided for a separately agreed fee.

c) Energy Management

- This includes the provision on request of the arrangement of an Air Conditioning Inspection as required under the 'European Performance of Buildings Directive'.

5.2 FM Services Provided

It is envisaged that the Contractor shall procure FM services to provide the following support for their chosen discipline as set out within the table below:

In addition to this, if the contractor can provide all of the specified services listed below then this should be tendered and included within their Quality Assessment Plan.

5.2.1 Mechanical, Electrical and Building Split of Services

Description	Electrical	Mechanical	Building	Retained by Customer
Service & Maintenance of the BAS 2800 plus				√
Pressurisation Units		√		
Gas and Oil Burner Testing		√		
Servicing of Gas Cocks		√		
Fire Alarm & Emergency Lighting	√			
Portable Appliance Testing				√
Building Maintenance, Responsive Building			√	
Corporate Security Contract – Keyholding & Alarm Response Services				√
Corporate Security Contract – Manned Guarding including static and mobile security guards and ad hoc locking				√
Electrical Repairs, Maintenance & minor	√			
Mechanical Repairs, Maintenance & minor works		√		
Fixed Electrical Testing	√			

Legionella Monitoring				√
Legionella Risk Assessment				√
Lift Monthly Service, Maintenance and				√
Lightning Protection				√
Corporate Security – Lot 3 – Events for Civic Halls				√
Public Clocks				√
Asbestos Removal			√	
Asbestos Surveys			√	
Boiler Servicing and Repairs and Kitchen		√		
Servicing of Fan Convectors and Extract	√			
Servicing and Repair of Air Handling and		√		
Air Handling & Air Conditioning Inspections		√		
CCTV	√			
Roller Shutter	√			
Access System	√			
Electric Doors	√			
Door Servicing	√			
Mansafe Systems and Anchor Points				√

5.3 SLA FM Management Banding

To reflect the size and locations of Schools/Academies within the FM Management costs all the education establishments within the city have been divided into Bands 1 to 8, and further subdivided to provide either a Silver Management Service or a Gold Management Service, see table below.

Advice and Technical Support Bands
Band 1
North East Wolverhampton Academy
South Wolverhampton and Bilston Academy
Wednesfield High School, A Specialist Engineering College
Band 2
Aldersley Specialist Performing & Visual Arts School
Colton Hills Community School – A Specialist Language College
Coppice Performing Arts
Smestow School, A Specialist Sports College
The King's Church of England School
Band 3
Deansfield Community (St Matthias), Specialists in Media Arts
Heath Park School
Highfields Science Specialist
Moreton Community School
Moseley Park School
Our Lady & St Chad Catholic Sports College
St Edmund's Catholic School, A Specialist Mathematics & Computing College
St Peter's Collegiate Church of England School
Wolverhampton Girls' High School
Band 4
Elston Hall Primary School
East Park Primary School
Fallings Park Primary School
Northwood Park Primary School
Perry Hall Primary School
St Andrew's Church of England Primary School
Stow Heath Primary School
Warstones Primary School
Woden Primary School
Woodfield Primary School
Band 5
Bantock Primary School
Berrybrook Primary School
Bilston Church of England Primary School
Bushbury Hill Primary
Castlecroft Primary School

Claregate Primary School
Dovecotes Primary School
Eastfield Primary School
Edward the Elder School
Field View Primary School
Goldthorn Park Primary School
Graiseley Primary School
Grove Primary School
Hill Avenue Primary School
Lanesfield Primary School
Manor Primary School
Oak Meadow Primary School
Rakegate Primary School
Springdale Infant School
Springdale Junior School
St Anthony's Catholic Primary School
St Jude's Church of England School
St Luke's Church of England Aided Primary School
St Martin's Church of England Primary School
St Mary's Catholic Primary School
St Michael's Catholic Primary School
St Paul's Church of England (Aided) School
Trinity Church of England Primary School
Uplands Junior School
Villiers Primary School
Westacre Infant School
Wilkinson Primary School
Wodensfield Primary School
Wood End Primary School
Woodthorne Primary School
Parkfield PRU
BAND 6
Christ Church, Church of England Infants & Nursery School
Christ Church, Church of England Junior School
Corpus Christi Catholic Primary School
D'Eyncourt Primary School
Dunstall Hill Primary School
Holy Rosary Catholic Primary School
Holy Trinity Catholic Primary School
Long Knowle Primary School
Loxdale Primary School
Merridale Primary School
Oxley Primary School
Palmers Cross Primary School

Parkfield Primary School
Spring Vale Primary School
SS Mary & John's Catholic Primary School
St Alban's Church of England Primary School
St Bartholomew's Church of England Primary School
St Michael's Church of England Infants & Junior School
St Patrick's Catholic Primary School
St Stephen's Church of England Primary School
St Teresa's Catholic Primary School
St Thomas' Church of England Primary School
Stowlawn Primary School
The Giffard Catholic Primary School
West Park Primary School
Whitgreave Infant School
Whitgreave Junior School
BAND 7
Green Park Special School
Kingston PRU
New Park PRU
Penn Hall Special School
Tettenhall Wood Special School
Westcroft Sports and Applied Learning College
BAND 8
Ashmore Park Nursery School
Bilston Nursery School
Broadmeadow Nursery Special School
Bushbury Nursery School
Eastfield Nursery School
Low Hill Nursery School
Phoenix Nursery School
Windsor Nursery School
Kingswood Centre

5.4 SLA Financial Thresholds

Any FM works below £200 are assumed to be carried out by the Contractor or by his Subcontractors, however a full breakdown of the costs, showing labour and material breakdowns, will be uploaded to the SAM System for future auditing by the Customers Representative

Any FM works over £200 will require a Quotation from the Contractor for the works and dependent upon value may require a minimum of 3 quotations from competent Contractors for the FM works, as detailed elsewhere in this specification.

6. POSSIBLE ADDITIONAL RELEVANT SERVICES

These additional services may be added to the main contract at a later date. The Customer may request the Contractor to provide a price for any of these services throughout the term of the Contract.

6.1 Additional Surveys and Reports

Throughout the term of the contract, the Contractor may, upon instruction, be required to carry out various surveys and reports that shall include (but not be limited to) the following:

- Pre-acquisition surveys
- Feasibility Studies
- Energy Performance Certificates
- Overseeing of Developer/Landlord works
- Asbestos Survey
- Fire Risk Assessment (including statutory signage)
- Fire Stopping
- TM44 certificates
- DSE Certificates
- Carbon Energy Reduction scheme
- DDA Surveys
- Water Risk Assessment

6.2 Dilapidations

The Contractor will upon instruction provide comprehensive and timely advice in respect of dilapidations liability (interim or terminal and for budgetary purposes) through a two-stage process.

- **Initial Review;** the Contractor shall consider and review lease obligations, visit site prior to lease expiry and, with photographic evidence, produce a dilapidations report with repairing obligations, costs and tactical assessment
- **Financial works/settlement;** the Contractor shall negotiate, if a dilapidations claim is presented, to recommended settlement. The Contractor shall report to the Customer on progress, salient issues, revised obligations and cost schedules. Timing of planned expenditure to be detailed by month and year. A diminution of value of reversion will be provided if it is considered necessary by the Customer.

Advice under both stages will take full account of the Customer's best interests, the statutory position, condition of the premises, the likely future use of the property, the condition of the building, the tactical position and the Customer's financial position.

A lump sum ceiling fee shall be provided for each case utilising the hourly rate submitted within the pricing schedule for Management Services. The staff member to

provide this service shall be able to demonstrate the appropriate qualification and years of relevant experience.

6.3 Safety Film

The Contractor shall ensure the integrity of safety film present at the relevant premises and shall ensure that no window is unprotected at any time.

6.4 Locksmith Services

The premises of the Customer incorporate ironmongery which will require specialist locksmith services with respect to their continued use. The Contractor shall ensure that notification of a requirement for locksmith services in any morning period will be satisfied that day and similarly any afternoon notification will be satisfied next morning. The Contractor shall demonstrate through the appropriate level of security clearance, as specified by the Customer, that any personnel involved in these services are appropriate to the operating environment. Locksmith services will be paid for on a pass-through basis.

7. CONTRACT MOBILISATION

7.1 Contractor's Obligation - General

During the Contract Mobilisation period the Contractor will be expected to mobilise all the appropriate Services contained in this specification.

The aim of the Contract Mobilisation period is for the Contractor to familiarise themselves with the Customers Buildings and the accommodation needs of the occupiers. The Contractor is advised not to underestimate the level of liaison that will be involved with the occupiers in this period or the complexity and diversity of their operating methods.

The Contractor must fulfil all the duties contained in the following paragraphs. It is particularly important for the Contractor to have in place by the end of the Contract Mobilisation period all the necessary arrangement to ensure continuous operations by the occupiers.

The Contractor should note that the Customer cannot guarantee the completeness or accuracy of any information provided by the Customer, or that of any outgoing contractor.

There will be a 30 day period (unless otherwise agreed with the Customer) during which the Contract Mobilisation will take place.

During this period, there will be parallel running with the incoming Contractor and outgoing contractors.

The Customer will require progress meetings weekly or on demand with the Contractor during the Contract Mobilisation period, to assist and keep informed as to how well duties are being assumed, and to assist in problem solving as any such matters occur. These meetings will be chaired by the Customer; minutes will be kept and published

by the Contractor. The Customer recognises that the Contract Mobilisation period will be one of flux and is committed to providing hands-on assistance, where necessary, to assist the Contractor in assumption of its new duties.

During this time, the Contractor shall undertake the routine examinations and inspections of the premises and Services necessary to assume its duties.

Security clearances for Contractor's personnel will require a lead-in period. The Contractor should be aware that the process may take some weeks and in certain cases much longer.

During the Contract Mobilisation period, the Contractor will be required to

- Produce a programme for carrying out the requirements within the Contract Mobilisation Period;
- Liaise with the existing Contractor to enable the full completion of the Contract Mobilisation activities;
- Produce a Contract Mobilisation report for each Building to encompass programmes that will fulfil all the Customer's obligations to landlords, and other tenants. The format of reports and programmes is to be agreed with the Customer. Particular attention needs to be paid to establishing the operating requirements of the occupiers in drawing up these programmes.

7.1.1 Freedom of Information

(a) The Contractor must be aware that this Customer is subject to the requirements of the Freedom of Information Act (2000) ("the Act"). Further details of the Customer's policy can be found on the website www.wolverhampton.gov.uk.

(b) The Contractor and potential contractor to the Customer should be aware of their obligations and responsibilities under the Freedom of Information Act 2000 for public bodies to provide on request to the general public access to recorded information held by the Customer.

(c) The Contractor should be aware that one of the consequences of the statutory responsibilities under "the Act" are that information which the Customer holds about your organisation may be subject to disclosure in response to a request, unless the Customer decides that one of the various statutory exemptions applies.

(d) The Contractor should be aware and support the Customer when in certain circumstances, and in accordance with the Codes of Practice issued under section 45 of the Act, the Customer may consider it appropriate to ask your organisation for your views as to the release of information before the Customer makes its decision as to how to respond to a request.

(e) The Contractor should be aware that in dealing with requests for information under the act, the Customer must comply with a strict timetable and it would therefore expect a timely response for your organisation to any such consultation within five working days.

(f) If the Contractor at any stage of the contracting process provides information to the Customer in the expectation that it will be held in confidence, then the tenderer must make it clear in your tender documentation to which you consider a duty of confidentiality applies.

(g) The Contractor should be aware that the use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

(h) The Contractor should be aware that the Customer cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

(i) The Contractor should be aware that in certain circumstances where information has not been provided in confidence, the Customer may still wish to consult with you as to the application of any other exemption such as relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to the Customer.

7.1.2 Plant, Tools and Vehicles

Allow for providing everything necessary for the proper execution of the Works including all requisite plant, vehicles, ladders, trestles, tools, and other implements required for the expeditious carrying out of the Works in proper sequence.

7.1.3 Transport for Workpeople

Provide transport for workpeople.

7.1.4 Temporary Accommodation for the use of the Contractor

The Contractor shall provide temporary sheds and offices for his own use where necessary and shall also provide messrooms and sanitary accommodation, comprising chemical conveniences, for the Works. The siting of all temporary buildings shall be agreed with the Customer’s Representative.

7.1.5 Traffic Regulations

Allow for complying with all current traffic regulations.

7.1.6 Safety, Health and Welfare of Workpeople

Allow for complying with all current statutory regulations and the Code of Welfare Conditions of the National Joint Customer of the Building Industry regarding safety, Health and Welfare.

7.1.7 Disbursement arising from the Employment of Workpeople

Allow for all disbursements arising from the employment of Workpeople including travelling time, travelling expenses, guaranteed time, subsistence, Annual and Public Holidays and other allowances and all obligations under the current Working Rule Agreement, all and any payments to be made under the National Insurance Acts and any necessary overtime working and incentives.

7.1.8 Temporary Fencing, Hoardings, Screens, Fans, Planked Footways, Guardrails, Gantries and Similar Items

Provide all temporary fencing, hoarding, screens, fans, planked footways, guardrails, gantries and similar items as may be necessary for protecting the public, for proper execution of the Works and for meeting the requirements of the Local Authority. Special precaution must be taken in Schools to prevent injury to children during the carrying out of work.

7.1.9 Control of Noise, Pollution and all other Statutory Obligations

Allow for complying with all regulations controlling noise and pollution and all other Statutory Obligations. As most of the properties will be occupied during working hours, the use of transistor radios/cassette players etc will be strictly prohibited, and disruption of the normal procedures of the occupants must be kept to an absolute minimum.

7.1.10 Safety of Occupants

In carrying out any work under this contract due regard must be given at all times for the safety and wellbeing of staff, pupils and visitors when moving materials and plant around the site and keeping noise to a minimum.

7.2 Novation of Existing Contracts

The Customer envisages that there are no existing contracts to novate.

Although there are no plans for the novation of contracts from other incumbent service providers, it is the intention of the Customer that Contractors must advise of any works outside the scope of this service contract which is carried out for external clients of which terms and contract conditions are used, the Customer will be entitled to a management fee of an agreed percentage of the total figure. This management fee level is to be included in the Contractors Quality plan at Tender stage.

In addition to the above the Contractor shall provide the Customer with the option of a service management percentage which is associated with the maximum level of turnover from the Planned Works and associated Reactive and PPM remedial works. This rebate level is to be submitted in the Contractors Quality plan at Tender stage.

7.3 Asset Surveys and Condition Reports

As previously stated in section 6.1 the Customer requires the Contractor to update any asset information regarding any additional items of plant that comes to the attention of the Contractor while carrying out their planned or reactive works on site. This is deemed to be part of the Contractors scope but does not include a full condition survey described below.

The Customer requires the Contractor, during the first 12 months of the contract, to carry out a detailed asset survey of each premises including verification of the plant, equipment and fabric at each location which is then to be compiled into an asset register within the SAM system. Each asset will be given a unique Asset Number, and a tag label.

It is also the responsibility of the Contractor during the first 12 months of the contract, to compile a Condition Report on each asset.

This report will be prepared and should at a minimum list the following elements:

- Item of plant, equipment or fabric.
- Condition of asset.
- Total estimated maintenance cost.
- Total estimated replacement cost (if required)
- Estimated remaining life.
- Risk assessment of possibility of failure.

The Customer will specify the detail and format of the Asset Survey to comply with the SAM requirements and will be shown as a separate cost on the costing summary.

In addition to the above a full asset retrieval survey shall be carried out and a detailed Schedule of all the fire warning, security and safety equipment produced.

A full and detailed report shall be completed, including the locations of the devices installed, the specific types of devices used and the manufacturer of the devices and the main control panel. This information will be plotted on an AutoCAD drawing provided by the Customer.

Once complete the Asset Survey and Condition Reports for each of the premises will be handed over to the Customer. All Asset Surveys and Condition Reports will remain in the sole ownership of the Customer and will be uploaded by the Contractor to the SAM System.

7.4 Information Technology

The Contractor shall liaise in detail with the Customer's IT Division and existing IT suppliers, during the period of Contract Mobilisation, in order to fully link their proposed systems, with those existing.

The Contractor's staff shall not be allowed access to the Customer's IT systems, or to IT systems linked to them, unless they have satisfied the Basic Check and other security requirements laid down by the Customer.

The Contractor should be in continuous contact with the Customer's IT provider for the inclusion of the SAM system, and for the provision of information on the Customer's intranet.

The Contractor shall have proposed a mechanism for the answering of general enquiries from the Customer, as part of his tender return. During the Contract Mobilisation period, the Contractor shall be responsible for implementing the agreed system, with the assistance of the Customer's IT provider as required, in order to have a streamlined efficient system that reduces inconvenience to the Customer.

The Contractor is expected to comply with the provisions of the Contract relating to compliance with the Data Protection Act 1998 and to demonstrate in his tender a thorough understanding of what is required in order so to comply.

The Contractor shall at all times provide services consistent with the "Modernising Government" White Paper, "Achieving Excellence" and any other relevant documents.

7.5 Schedules of Work

Any specific requirements of the Customer during the Contract Mobilisation period e.g. creation of a Forward Maintenance Register, shall be detailed by the Contractor in a Schedule of Work which shall be presented to the Customer and agreed with him in advance of the commencement of such requests.

8. CONTRACT EXPIRY

8.1 Handover of Services

On the expiry, or earlier determination, of the Contract, the Contractor shall:

- Ensure there is no diminution of the Services up to and including the final day of the Contract Period;
- Ensure that all work is transferred to any new contractor or contractors as smoothly and efficiently as possible;
- Draw any outstanding work to a close at an appropriate stage as agreed with the Customer;
- Hand over to the Customer all documents and information relating to the Services;
- Return to the Customer any equipment owned by the Customer and used by the Contractor;
- Co-operate fully with any incoming contractor or contractors.