5.3 Safety Policy

The Service Provider shall provide a written health and safety policy statement appropriate to the Services. This shall be available at all times during the Contract Period to the Authority, Service Provider's Personnel, Subcontracted Service Providers and visitors to the Premises.

5.4 Safety Audits

The Service Provider shall undertake safety audits appropriate to the Service before the Commencement Date, and during the course of the Contract (at least annually). Audits to include:

- Training;
- Information;
- Equipment;
- Safety procedures;
- Record keeping.

5.5 Safe Systems of Work

The Service Provider shall be responsible for initiating, controlling and monitoring safe systems of work, advising the Authority Representative on best practice and ensuring adequate and professional training of its personnel in all matters of health and safety.

5.6 Risk Assessments

The Service Provider shall provide site-specific risk assessments, in a format approved by the Authority Representative, for all Services and activities carried out for the requirements of the Contract. The Service Provider shall provide copies of their specific assessment of risk for each task and the various inspections required following execution of the Contract to conform to the requirements of the Management of Health and Safety at Work Regulations. These must be supplied and agreed with the Authority Representative prior to any commencement of works covered by the assessments.

5.7 Method Statements

The Service Provider will provide site specific method statements of their working methods proposed to meet the requirements of the Contract and will work to the method statements at all times. The Service Provider's method statements will include as a minimum:

- Health & Safety Executive requirements;
- Transportation of cleaning equipment from its usual position to the place of work and its return.
- Methods of cleaning and substances used;
- Protection of all staff and visitors;
- Protection of fixtures and fittings during internal cleaning;
- Protection of fixtures and fittings during transit of items around the building;

- Deployment of barriers and signage (internal and external);
- Appropriate training for the task

5.8 COSHH Regulations

The Service Provider shall supply detailed data sheets to the Authority Representative for all substances that he intends to use which are controlled by the COSHH regulations. These must be supplied prior to commencement of any works using such substances.

The Service Provider will implement the requirements under the COSHH regulations for all activities and services provided. All the relevant information will be provided by the Service Provider to the Authority Representative and information stored on site.

5.9 Accident Investigation

The Service Provider will fully cooperate with the Authority Representative and any other parties regarding investigation into incidents in compliance with the Authority's requirements.

The Service Provider shall ensure all processes in respect of health and safety are documented and made available for inspection and/or audit at all times. The Service Provider shall always complete the Authority's accident book in respect of accidents and reference any such incidents within the Contract Review Report.

5.10 Health & Safety Statutory Compliance

The Authority reserves the right, if it considers it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where the Authority believes that there is, has been, or will be a breach of the Health and Safety at Work Act 1974 or any other statutory provisions relating to health and safety.

The Authority reserves the right to stop any works, operations or actions of the Service Provider's Personnel if, in reasonable opinion of the Authority Representative, the manner in which these are being undertaken constitutes a risk to the health and safety of any person or property. Moreover, the Authority will not accept responsibility for any loss incurred by the Service Provider as a result of any such actions.

The Service Provider shall ensure compliance with statutory regulations including risk assessments and certification of equipment or procedures affected by legislation, including inspection or testing, or by making arrangements for inspection or testing by local authorities or specialist organisations where the Service Provider does not have the competence or qualification.

5.11 General Public & Authority Staff Safety

Particular care must be exercised when work is carried out in areas where members of the Authority's staff or the general public are likely to be present, especially with regards to sharp tools, open voids, overhead working, hazardous substances and the use of any Access Equipment.

The Service Provider shall supply and utilise necessary hazard warning signs, barriers and protective guarding, where appropriate, to maintain the safety of the building users, general public and any others.

5.12 Personal Protective Equipment (PPE)

The Service Provider shall ensure that suitable personal protective clothing and equipment as defined by legislation will be provided to its Service Provider's Personnel including, where appropriate, training and instruction in their use and operation. This includes any lifting aids that may be needed such as skates and trolleys.

5.13 Manual Handling

The Service Provider shall ensure, and be able to demonstrate that, where appropriate, the Service Provider's personnel are fully aware of the requirements of the Manual Handling Operations Regulations 1992 and have received appropriate certificated training for the tasks that they are required to undertake.

5.14 Liaison with other occupants

The Service Provider shall ensure that occupants and visitors are informed of any activity that could affect health and safety whilst on the Premises. Information shall include the nature of hazard and measures taken (or being taken) to eliminate or reduce the risk in accordance with the Health & Safety at Work Act.

5.15 Statutory and Authority Mandatory Inspections

Testing of equipment and systems and procedures in relation to the Services, including but not limited to cleaning services records for all of the requirements under the Contract, are to be fully documented and stored within the suitable folders at the Premises. This documentation will remain the property of the Authority at all times and must not be removed from the site. Results of inspections and testings are to be reported to the Authority Representative and detailed within the Contract Review Report.

The Service Provider will cooperate with the Authority Representative or appointed inspectors engaged to carry out inspections in relation to the following inspections (to be organised and paid for by the Authority) and provide all necessary attendance when required and report the results of such inspections and report findings to the Authority Representative.

6. Sustainability and Environmental Management

6.1 Policies

The Service Provider shall fully adhere to the Authority's Sustainability Policy and Event Sustainability policy and any subsequent amendments thereto.

The Service Provider will assist the Authority in maintaining the ISO 20121 standard.

The Service Provider shall develop and implement an approved environmental management system to ensure the safe removal and disposal of waste materials.

The Service Provider must establish and operate an environmental programme achieving the aims of the Authority's policies in as far as the Services are concerned.

The Service Provider shall adhere to the Environmental Protection Act 1990.

The Service Provider shall adopt an environmental procurement code in compliance with the Authority's sustainability policies.

6.2 Cleaning Products

In providing the service, the Service Provider shall ensure:

Surfactants are readily biodegradable according to OECD's guidelines 301 A-F, i.e. biodegradable more than 60% (measured as CO_2/BOD) or 70 % (measured as DOC). *(Note: Fluorine surfactants in film formatting floor care products are excluded from the requirement).*

Actively added substances and known impurities and metabolites are not bioaccumulative according to the EC Directive 67/548/EEG with amendments, i.e. log Pow are < 3 or experimentally fixed BCF are ≤ 100. (*Note: Readily biodegradable surfactants, according to OECD's guidelines 301 A-F, are excluded from the requirement, provided that known impurities and metabolites are not bioaccumulative. Perfumes and softeners in film formatting floor care products are also excluded from the requirement*).

Added substances and known impurities and metabolites are not classified as very toxic, toxic, carcinogenic, mutagenic or toxic for reproduction with the indication of danger toxic (risk phrases R23, R24, R25, R26, R27, R28, R39, R45, R48, R49, R60, R61) according to the EC Directive 67/548/EEG with amendments. (*Note: Fluorine toothpaste and preservatives that are classified as toxic with the risk phrases 23, 24, or 25 in concentrations lower than the labelling limit of damage to health or sensitising are excluded from the requirement*).

The product is not tested on animals.

The product is not classified as dangerous to the environment according to the EC Directive 1999/45/EC with amendments.

The product is not classified as sensitizing in accordance with the rules and criteria in EC Directive 1999/45/EC with amendments.

Added perfume blends are produced in accordance with IFRA norms. "Perfume" is declared in accordance with EC regulation 648/2004, annex VII. Musk Xylene and musk ketone are not added in concentrations exceeding admitted amounts according to the cosmetic directive.

Compounds with active chlorine are not part of the product formulation. (*Note: products intended for specific disinfection and bleaching or mould cleaning can be excluded from the requirement*).

EDTA above 0,1% b.w. is not part of the product formulation.

Aromatic solvents are not part of the product formulation. (Note: Dearomatized naphtha with <1% aromatic hydrocarbons and <0,1% benzene are excluded from the requirements).

Perborates and Alkylphenoletoxylates are not part of the product formulation.

6.3 Packaging

The producers' responsibility for packaging has to be fulfilled according to the EC Directive 94/62 with amendments.

The packaging material is free of PVC.

Plastic material in primary and secondary packaging must be labelled in accordance with DIN 6120-1 and DIN 6120-2 or the equivalent.

6.4 Information

If recommended working solution of the product is classified as C or Xi with risk phrase R41, this must be stated in the safety data sheet paragraph 3.

The product corresponds to the requirements in the Commission recommendation for the labelling of detergents and cleaning products (82/542/EEC).

Notes:

(i) For detergents and cleaning agents used only in the industrial sector the requirements do not have to be fulfilled if the information is provided by means of technical data sheets, safety data sheets or in a similar appropriate manner.

(ii) *Products intended for personal care are excluded from the requirement since INCI labelling is required according to the cosmetic directive.*

7. Contract Management

7.1 Contract Management Team

The Service Provider shall establish and maintain a contract management team and provide a competent Service Provider's Representative (both technically and managerially) to be responsible for the satisfactory execution of the Services. This person is to be conversant with all requirements of the Contract, and must ensure that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Authority Representative. The day-to-day management of the Services will be controlled through the designated Service Provider's Representative who shall act as the liaison point between the Authority Representative and the Service Provider.

The Service Provider must submit relevant professional profiles and curriculum vitae of all proposed Staff prior to their employment on the Premises for the Authority Representative's approval. The Authority reserves the right to interview any prospective Service Provider Personnel prior to their acceptance by the Authority Representative.

The Service Provider shall maintain an organisation chart, complete with photographs, indicating the Service Provider's Personnel allocated to the Services, which shall be kept updated by the Service Provider throughout the Contract Period and available for review by the Authority. The Service Provider shall maintain a staff register to record details of the Service Provider's Personnel, passes issued to them, training and any items of the Authority's equipment or assets issued to the Service Provider's Personnel.

The contract management team shall comprise the Key Personnel, the identity of which shall be agreed by the parties as part of the Mobilisation Period programme as referred to in section 11 of this schedule.

The Service Provider shall ensure that any Services performed on the premises are subject to on-site supervision at all times to ensure satisfactory performance in accordance with the Contract. Such supervisors must be competent (both technically and managerially) and supplied in sufficient numbers if more than one is required.

The Service Provider's Representative or designated deputy is to be contactable 24 hours a day, 7 days a week via an emergency call out number.

The contract management team are required to be self-covering for any absence i.e. sickness, annual leave or special leave of absence. In the event of long-term sickness (over 28 calendar days) by a member of the Service Provider's Personnel, the Service Provider must provide a suitable replacement at no extra cost to the Authority and without disruption to the Services.

The Service Provider shall supply the necessary resources and equipment to carry out audit inspections on equipment and fabric included as part of the Contract. Such audits shall be undertaken as part of the activities covered by the scope of the Contract.

7.2 Operations Meetings

The Service Provider's representative (or an approved deputy) will meet with the Authority's representative (or deputy) on a weekly basis. The Service Provider's representative will be responsible for taking minutes of the meetings and will send a copy to the authority's representative no later than 24 hours after the meeting.

One weekly operations meeting per calendar month will be deemed a 'Monthly meeting', which the Service Provider's senior representative would be expected to attend.

7.3 Contract Review Report

The Service Provider will monitor all Services set out in the Contract and report all activities through the Contract Review Report.

The Service Provider shall prepare and submit to the Authority Representative, one paper copy and one electronic copy of the monthly Contract Review Report at least five days prior to each Monthly or Contract Review Meeting.

The Contract Review Report shall contain a summary of the progress made since the last report, significant achievements, difficulties etc. in respect of the Contract, and be supported by detailed and substantiated information in the following areas as a minimum:

- KPI Matrix;
- Operatives attendance records;
- Training records
- Recommendations & Innovation;
- Health and safety;
- Environmental management;
- Performance of Services (Operations);
- Business Continuity
- Emergency Call-outs;
- Response times to reactive calls;
- Finance;
- Outstanding information.

In addition, the Service Provider shall provide regular feedback to the Authority in relation to the general provision of the Services.

The Contract Review Report shall provide all relevant factual information to keep the Authority Representative fully informed of progress of the Contract.

The requirement for the contents and format of the Contract Review Report may be amended as required by the Authority Representative from time to time.

7.4 Contract Review Meetings

Contract Review Meetings shall be held at quarterly intervals or at such other times as may be deemed necessary by the Authority Representative. The quarterly meeting scheduled to take place closest to the anniversary of the contract start date will be

deemed an 'Annual Review Meeting'. Full representation by the Service Provider's senior management team will be expected.

The Service Provider is required to provide and maintain a high level of communication with the Authority Representative to ensure he/she is aware of all issues (or potential issues) at all times.

The Authority Representative shall chair all Contract Review Meetings and shall appoint a person to be responsible for keeping an accurate minute of the meetings.

The Authority Representative shall have the right to instruct the Service Provider to arrange for the attendance of a Subcontracted Service Provider at Contract Review Meetings. The Service Provider shall use his best endeavours to comply with such an instruction.

The Service Provider shall hold regular, recorded meetings with its Subcontracted Service Providers and other specialist suppliers to ensure the items covered at Contract Review Meetings are adequately conveyed to the Subcontracted Service Providers. The Service Provider shall keep the Authority Representative advised in advance of the dates and venues of any meeting with Subcontracted Service Providers. The Authority Representative may attend such meetings without the prior consent of the Service Provider. The Authority Representative may require from time to time copies of any minutes taken at the meeting whether he/she attends or not.

The Contract Review Meetings shall review all aspects of the Contract including, but not limited to the following:

- Accuracy of minutes from previous meetings;
- Staffing, training records and human resources;
- Health, safety and environment;
- Performance (Operations);
- Innovation
- Variations;
- Technical/commercial clarifications;
- Finance;
- Business continuity;
- Review of outstanding works;
- Review of forthcoming planned works.

The Service Provider shall attend all other meetings deemed necessary by the Authority Representative at times and places to be determined by the Authority Representative.

7.5 Document Control

The Service Provider shall develop a comprehensive and structured administration system for the Contract, including any sub-contracts, to ensure complete 'transparency' of process and a full audit trail. The Service Provider shall be able to demonstrate the structure and content of this administration system at the reasonable request of the Authority Representative.

The Service Provider shall maintain and provide copies to the Authority Representative or any relevant party appointed by the Authority, comprehensive records and documents relevant to the management and provision of the Services all in compliance with relevant Authority's procedures. Where no relevant Authority procedures exist but records are required, i.e. statutory compliance, the Service Provider is required to develop, manage and maintain appropriate records. The information required from the Service Provider and to be made available to the Authority Representative upon request as a minimum is:

- Inspection records/reports;
- Health and safety information and records (inc Risk assessments);
- COSHH records;
- Technical services records;
- Minor works and project works records;
- Statutory notices;
- Insurance details;
- Resourcing;
- Quality control and assurance documentation;
- Environmental data.

All information, decisions and instructions relating to the Contract shall be made and kept in writing. The Authority's recipient for such Contract correspondence shall be the Authority Representative, and the Service Provider's recipient shall be the Service Provider's Representative.

Correspondence, which requires a response relating to a pre-agreed event, shall clearly state the relevant event.

7.6 Sub-contracted work

The Service Provider shall obtain Approval for any works to be executed by specialist subcontracted Service Providers. Where the use of specialist subcontracted Service Providers is proposed subsequent to the Commencement Date, the Service Provider shall obtain competitive quotations within the Authority's procurement guidelines, and the Approval of the Authority shall be obtained before entering into any sub-contract arrangement.

The Service Provider shall be responsible for the supervision of any sub-contractors while they are on site, along with their site induction.

7.7 Account Administration

The Service Provider shall provide a financial summary, in a format to be approved by the Authority Representative, every month for inclusion within the Contract Review Report and discussion at the Contract Review Meetings.

The Service Provider shall co-operate fully with the Authority's finance and audit departments on all matters pertaining to the Contract. The Service Provider shall

provide information and assistance as may be required by the Authority during audits at the timescales set by the auditors.

The Service Provider shall be capable of receiving purchase orders in an electronic format, eg PDF or a format agreed with the Authority Representative.

Invoices shall be in a format and contain the information requested by the Authority.

The Service Provider shall differentiate between confirmation orders, ie orders issued as confirmation of the Contract, and separate standalone purchase orders as instructions under the Contract, particularly where this relates to events held within City Hall.

The Service Provider shall be capable of sending invoices electronically via email in a format acceptable to the Authority.

Each month the Service Provider shall invoice the Authority in arrears for approved expenditure items (as agreed by the Authority prior to such expenditure being incurred) for the preceding month.

The Authority's year end is 31st March. Invoicing for contracted services shall be submitted no later than the 5th March for that month's services.

The Service Provider shall not be entitled to costs where either the Services have not been provided or where performance is below standard and an adjustment has been notified to the Service Provider.

The Service Provider shall be paid by the BACS system and will ensure that the Authority's Representative is advised of any changes to bank details.

7.8 Annual plans and budgets

The Service Provider shall provide financial and resource information to enable the Authority to prepare its annual operating plans and budgets. The Service Provider shall, when notified, comply with the requirements of any operating plans and budgets.

7.9 Media Coverage

The Service Provider shall obtain written permission in advance from the Authority for any media coverage of activity being carried out at the Authority's Premises, by the service provider, including for their own internal marketing needs.

8 Asset Management

8.1 Assets available to the Service Provider

The following will be made available to the Service Provider:

City Hall

- The shared use of an office space on the lower ground floor of City Hall, including an area for team lockers.
- Limited storage space around City Hall for materials and equipment ('cleaning cupboards').
- Use of the O&M manuals for reference purposes.
- Two sets of Authority standard computer equipment and software. This will be connected to the Authority's network to facilitate access to the CAFM system. This provision will be for the exclusive use of the Service Provider's Representative.
- Two telephone handsets set to dial up to national level. All external calls will be logged and the cost of any calls not related to the contract will be deducted from the contract price.

Union Street

- One Cleaner's cupboard
- One built in cupboard
- Limited storage units for materials and equipment ('cleaning cabinets')
- Use of a landline telephone on the Facilities Management desk, although this is not exclusive use and access will need to be arranged with the Authority's duty FM operator

All spaces will be heated and lit to Authority standards. Any misuse by the Service Provider may result in their withdrawal. The Service Provider will then be responsible for providing its own alternative facilities at its own expense.

The Service Provider shall not use any part of the Premises for any purpose other than for carrying out the Services. The use of televisions, personal radios or cassette players, etc. is not permitted within the Premises.

The Service Provider shall ensure that a secure, clean, tidy and safe environment that conforms with statutory and Authority's standards is maintained at all times in all areas of the Premises being used by the Service Provider in connection with the Services. All areas under the direct control of the Service Provider are to be kept secure to prevent unauthorised entry wherever possible.

8.2 Service Provider's Guests

The Service Provider shall not allow Service Provider's Personnel to bring guests, family or animals into the Premises without the prior written permission of the Authority.

8.3 Stationery and Computer Consumable Items

The Authority will not provide any stationery or computer consumable items.

8.4 Mobile Devices and Radios

The Authority will not provide mobile devices (e.g. mobile phones, smart phone, tablets) for use on the Contract. The Service Provider must provide their own mobile devices, which should be available for use for 24 hours on every calendar day for emergency call out purposes.

8.5 Personal 2-way radios

The Authority will provide a limited number of two-way personal radios for use by the Service Provider at the discretion of the Authority Representative. Additional radios required by the Service Provider will be provided by the Service Provider on a frequency designated by the Authority Representative.

8.6 Parking

No parking shall be provided by the Authority except for the loading and unloading of delivery vehicles, which must be notified in advance, including vehicle and driver details, and must be supervised by the Service Provider at all times. Deliveries shall not be left in the Loading Bay. Unauthorised vehicle parking is not permitted at the Premises.

8.7 Care of Issued Property

The Service Provider shall maintain all items of Issued Property in safe and serviceable condition and shall be responsible for the property except for:

- Loss or damage caused by the negligence or default of the Authority, its servants or agents;
- Fair wear and tear.

Fair wear and tear exclusion shall only apply to Issued Property that has been maintained in accordance with manufacturer's recommendations or common trade practice. If Issued Property has not been maintained in an adequate condition then the Service Provider shall be responsible for the replacement of affected Issued Property at no cost to the Authority.

8.8 Damage to the Authority's Property

The Service Provider shall make-good or reimburse the Authority for any damage to the fabric of the Authority's premises as a result of carelessness or negligence on the part of the Service Provider. The Service provider shall also repair or reimburse the Authority for any damage to furniture and equipment as a result of carelessness or negligence on the part of the Service Supplier. Fair wear and tear will be excluded in both instances.

8.9 Supply of Tools and Equipment

The Service Provider shall supply all tools and equipment required by the Service Provider for the proper and safe execution of the service.

8.10 Management of drawings, information and records

The Service Provider shall maintain documents that describe any parts, materials, adaptations, installations, or modifications that affect equipment or assemblies relevant to the Services.

The Service Provider shall maintain the documents in a secure location with an effective retrieval system.

The Service Provider shall retain the following documents that shall be available to the Authority Representative upon request:

- Correspondence, purchase orders, invoices;
- Design and manufacturing drawings;
- Technical specifications;
- Test data and certificates of performance including statutory tests and certificates of compliance correctly signed and witnessed by the inspecting body;
- Manufacturers' guarantees or warranties, including copies of any claims;
- Starting up, operating and shutting down instructions;
- Schedules for calibration of equipment and details of settings made at commissioning / completion;
- Procedures for seasonal changeovers;
- Lubrication schedules and list of recommended lubricants;
- A list of normal consumable items and spares, including a spares schedule with current prices and critical lead times;
- Emergency procedures, including telephone numbers for emergency call-out services from manufacturers;
- Full service history including regular inspections and maintenance;
- Statutory compliance history of each system.

8.11 Inventories

The Service Provider shall compile and maintain inventories and carry out quarterly stock checks on behalf of the Authority of the following assets;

- Meeting room furniture and equipment
- Office furniture e.g. desks, chairs, storage units
- Special furniture and equipment used to support events, e.g. easy chairs, sofas, lecterns
- Hot Boxes

The inventories shall include a description, example photograph, quantity, location and condition of the items. This will be reported to the Authority on an agreed date, every quarter, highlighting any losses or damage. This requirement excludes IT equipment.

The Service Provider shall compile and maintain inventories on behalf of the Authority of consumable corporate stationery lines and carry out weekly stock checks, on items such as;