



## **Contract Documents**

### **Hard FM Provision at PHE Porton Down**

Contract Reference No.[ ]

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## **Form of Contract**

### **Part 1: Term Service Contract**

## FORM OF AGREEMENT

This agreement is made on the 16<sup>th</sup> day of July 2021

Between

Public Health England  
Porton Down  
SALISBURY  
SP4 0JG

(the Employer)

And

CBRE Managed Services Limited  
61 Southwark Street  
London  
SE1 0HL

(the Contractor)

WHEREAS the Employer wishes to have provided the following Service:

### **Employer managed Hard FM Provision at PHE Porton Down**

NOW IT IS AGREED THAT

1. The Contractor will provide the Services in accordance with the *conditions of contract* identified in the Contract Data.
2. The Employer will pay the Contractor the amounts due in accordance with the *conditions of contract* identified in the Contract Data.
3. The documents forming part of the agreement are:
  - this Form of Agreement;
  - NEC3 Term Services Contract Option E April 2013 including dispute resolution Option W2 and secondary Options X2, X18 .and Y(UK)2 & Y(UK)3, Z Option clauses.
  - Part 1 - The Contract Data part one and part two;
  - Part 2 - Service Information (Hard Service Definition)
  - Part 3 – Pricing Model

.....  
IN WITNESS WHEREOF this agreement has been executed and delivered as a deed on the date  
stated above.

Signed for and on behalf of the Employer

[Redacted signature line]

*Michael Bradie*  
[Redacted signature line]

[Redacted signature line] Date

[Redacted signature line]

[Redacted signature line]

*Kevin Lunn*  
[Redacted signature line]

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## **Form of Contract**

### **Contract Data Part 1**

CONTRACT DATA

Part one – Data provided by the *Employer*

Statements given in all  
contracts  
1 General

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *conditions of contract* are the core clauses and the clauses for main Option E dispute resolution Option W2 and secondary Options X2, X18 .and Y(UK)2 & Y(UK)3 . of the NEC3 Term Service Contract April 2013.
- The *service* is  
Employer managed Hard FM Provision at PHE Porton Down
- The *Employer* is  
Name... Public Health England .....  
..  
Address. . Porton Down, Salisbury, SP4 OJG .....  
..
- The *Service Manager* is  
Name... .....  
Address. . Porton Down, Salisbury, SP4 OJG
- The *Adjudicator* is  
The Adjudicator will be appointed on the application of either party by a named Adjudicator (The Adjudicator nominating body provided below will nominate the Adjudicator) .....
- The *Affected Property* is  
..... Public Health England (PHE) Porton Estates. ....  
.....
- The *Service Information* is in  
... PHE – Hard Service Definition. ....
- The *language of this contract* is . English. ....
- The *law of the contract* is the law of . . England and Wales. ....  
...
- The *period for reply* is ..... 1 Week .....
- The *Adjudicator nominating body* is ..  
..... President of the Royal Institution of Chartered Surveyors. ....  
.....
- The *tribunal* is .... Arbitration. ....  
..

- The following matters will be included in the Risk Register
  - .....
  - ..
  - .....
  - ..
  - .....
  - ..
- 3 Time
  - The *starting date* is .....19/07/2021.....
  - The *service period* is .....5 years
    - Note: PHE reserve the right to extend the Services for an additional 2 year period at the end of the service period. Any extension will be subject to the agreement of the Contractor.
- 5 Payment
  - The *assessment interval* is Monthly . weeks (not more than five).
  - The *currency of this contract* is the ..... Pound Sterling (£). .....
  - The *interest rate* is .. ■■■ per annum (not less than 2) above the rate of the .... Bank of England. ....
- 8 Risks and insurance
  - The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is .... ■■■■■ .....  
.....
  - The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is ■■■■■
  - The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is  
■■■■■
- If the *tribunal* is arbitration
  - The *arbitration procedure* is ... the latest version of the Royal Institution of Chartered Surveyors Arbitration Procedure in force when the arbitrator is appointed
  - The place where the arbitration is to be held is ..... London. ....  
..
  - The person or organisation who will choose an arbitrator
    - if the Parties cannot agree a choice or
    - if the *arbitration procedure* does not state who selects an arbitrator is  
..... Royal Institution of Chartered Surveyors.....  
...
- If no plan is identified in part two of the Contract Data



- The *Contractor* submits a first plan for acceptance within . . N/A . . . weeks of the Contract Date.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due.

- The period for payment is 30 days . . . . .

If there are additional *Employer's* risks

- These are additional *Employer's* risks
  1. . . . .
  2. . . . .
  3. . . . .

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of . . . . .

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table
  1. Insurance against . . . . .  
Cover/indemnity is . . . . .  
The deductibles are . . . . .
  2. Insurance against . . . . .  
Cover/indemnity is . . . . .  
The deductibles are . . . . .
  3. Insurance against . . . . .  
Cover/indemnity is . . . . .  
The deductibles are . . . . .

If additional insurances are to be provided

- The *Employer* provides these additional insurances . . . . . N/A . . . . .
- The *Contractor* provides these additional insurances . . . . . N/A . . . . .

If Option C or E is used

- The *Contractor* prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than ..... Not Applicable.
- The *exchange rates* are those published by the Bank of England . . . . on . . . . .  
..... (date).

If Option Y(UK)3 is used

- term ..... person or organisation  
.....None .....None .....  
.....

## Secondary Option Clauses

If Option X18 is used

The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

.....N/A .....  
..

The *Contractor's* total liability to the *Employer* for loss of or damage to the *Employer's* property is limited to . . [REDACTED] in aggregate per contract year. .  
.....

The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to . . . .N/A .....  
....

The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, , is limited to [REDACTED] in aggregate per contract year

The *end of liability date* is 6 years after the end of the *service period*.

### X18.1

Delete and insert clause:

Notwithstanding any other provision of this Agreement, neither party shall have any liability (whether for breach of contract, negligence, misrepresentation, other tort, or otherwise) arising out of or in connection with this Agreement and/or the Services for:

- any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, reputation, opportunities or business whether suffered by the Employer or any third party; or
- any indirect or consequential loss.

#### X18.2

Delete at the beginning of the sentence, "For any one event", and insert before liability "total".

#### X18.4

Delete second sentence "other than excluded matters"

Delete " The excluded matters are amounts payable by the Contractor as stated in this contract for:

- loss of damage to the Employer's property
- low service damages if Option X17 applies,
- delay damages if Option 19 applies and
- Contractor's share if Option C applies"

If Option Z is used

- Z1 The additional conditions of contract are .....

#### *Z2: Assignment*

*The Contractor shall not, without the written consent of the Employer, assign this Contract. In the event of transfer by the Employer of this freehold or of a grant by the Employer of a leasehold interest in the whole of the premises comprising the Works, the Employer may at any time after Completion of the Works, assign to any such transferee or lessee, the right to bring proceedings in the name of the Employer (whether by arbitration or litigation) to enforce any of the terms of this contract made for the benefit of the Employer hereunder. The assignee shall be stopped from disputing any enforceable agreements reached between the Employer and the Contractor and which arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and made prior to the date of any assignment. The maximum number of occasions this Contract can be assigned is two, subject to any reasonable objections from The Contractor'.*

#### *Z3: Publicity*

*The Contractor shall not issue any press release or other publicity materials or make any representation in respect of the existence of this Agreement or the subject matter thereof without the prior written consent of the Employer. However, this restriction shall not apply to announcements or disclosures required by law except that in such event the parties shall co-ordinate to the extent possible with respect to the wording of any such announcement.*

#### *Z4: The Public Contracts Regulations 2015*

*(1) The Employer may terminate the Contractor's obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.*

*If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by*

*the Contractor at the Contract Date, the procedures and amounts due on termination are the same as if the Contractor has substantially failed to comply with his obligations.*

*If the Employer otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract.*

*(2) The Contractor does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.*

*(3) The Contractor includes in any subcontract awarded by him provisions requiring that*

- payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the Contractor to make earlier payment to the Subcontractor or supplier,*
- invoices for payment submitted by the Subcontractor or supplier are considered and verified by the Contractor in a timely fashion,*
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and*
- any contract awarded by the Subcontractor or supplier for work included in this contract includes provisions to the same effect as these provisions.*

*Z5: Not Used*

*Z6: Services Period*

PHE reserve the right to extend the Services for an additional 2 year period at the end of the service period.

Any extension will be governed by the same Contract Conditions and Services Information.

Any extension will be subject to the agreement of the Contractor.

*Z7: Termination*

Remove clause 90.2 and insert new clause 90.2

“The Contractor may terminate for a reason identified in the Termination Table and for any other reason subject to 90 days written notice. The Employer may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.”

*Z8: TUPE*

# 1. Definitions

## 1.1 The following definitions apply to this clause Z9

- 1.1.1 “Former Provider” means the Employer’s contractor(s) or other third parties previously engaged by the Employer prior to the Transfer Date to provide services the same as or substantially similar to the Services;
- 1.1.2 “New Provider” means any replacement contractor nominated by the Employer to provide services the same as or similar to the Services following the termination of this Agreement;
- 1.1.3 “Personnel” means the employees of the Contractor and/or any employees of any sub-contractors of the Contractor who are engaged in providing the Services;
- 1.1.4 “Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.1.5 “Services” means the services set out in Schedule 1 as amended from time to time in accordance with this Agreement;
- 1.1.6 “Termination” means as appropriate (i) the termination of all the Services; (ii) the termination of part of the Services; and (iii) any change or reduction in any of the Services;
- 1.1.7 “Transfer Date” means the Commencement Date of this Agreement or any other date or dates upon which the contracts of employment of the Transferring Employees transfer to the Contractor pursuant to the Regulations;
- 1.1.8 “Transferring Employees” means the employees of the Employer, any of its associated companies or any Former Provider listed in Annex A to clause Z9.

## 2. Transfer of Staff on Commencement

- 2.1 The parties acknowledge and agree that it is their expectation that pursuant to the Regulations, the contracts of employment of the Transferring Employees will have effect on the Transfer Date as if originally made between the Contractor and each of the Transferring Employees.

### 2.2 The Employer warrants that:

- 2.2.1 It has disclosed to the Contractor:
  - 2.2.1.1 the information referred to in regulation 11 of the Regulations;
  - 2.2.1.2 details of any employee who is absent from work, including the reason for any such absence, the anticipated date of return, the terms of such absence and the terms upon which they will or may return;
  - 2.2.1.3 and all other relevant employment related records concerning Transferring Employees, including contract terms, pay, benefits, pension schemes, levels of pension contributions required to be made and any pensions deficits, disputes, grievances, health issues, time off and all information concerning trades union membership, collective agreements and works councils

and that all information disclosed is complete, accurate and up to date;
- 2.2.2 the Transferring Employees are the employees of the Former Provider and have for the three-month period immediately prior to this Agreement been wholly or substantially engaged in the Services;

- 2.2.3 no Transferring Employee has given notice to terminate his employment with the Former Provider nor has been given notice of termination by the Former Provider;
- 2.2.4 no change in the term and conditions of employment or any of the benefits or other arrangements relating to any of the Transferring Employees is due or expected within the period of 12 months following commencement of the provision of the Services nor has any request been made for any such change, except for usual pay reviews.
- 2.3 The Employer shall procure the transfer of all relevant employee records in relation to the Transferring Employees to the Contractor on the Transfer Date or other agreed date.
- 2.4 The Former Provider is responsible for the discharge of all salaries, bonuses and other emoluments, tax and National Insurance payments and contributions to pension schemes relating to the Transferring Employees up to and including the Transfer Date and all necessary apportionments shall be made.
- 2.5 The Employer shall indemnify and keep indemnified the Contractor at all times from and against all claims, demands, costs, expenses and liabilities incurred by the Contractor arising out of or in connection with:
  - 2.5.1 the employment, and the termination of the employment, of any Transferring Employee on or before the Transfer Date including, without limitation, any such which occur in relation to any breach of regulations 13 and 14 of the Regulations;
  - 2.5.2 any claim by any of the Transferring Employees that he has the right to terminate his contract of employment because there is a substantial change being made to his working conditions to his detriment;
  - 2.5.3 a breach of the warranties in Clause 2.2;
- 2.6 If as a result of the Regulations, the contract of employment of any person (other than a Transferring Employee) employed by the Former Provider has effect as if originally made between such person and the Contractor or if any claim is made to that effect, then the Employer shall indemnify and keep indemnified the Contractor at all times from and against all claims, demands, costs, expenses and liabilities incurred by the Contractor arising out of or in connection with their employment and the termination of their employment and the actual or alleged application of the Regulations to any such person.
- 2.7 If any of the costs of employment of any of the Transferring Employees are greater than the amounts provided for by the Contractor in its pricing model for the Services, based on either information provided by or on behalf of the Employer, or based on other assumptions made by the Contractor, the Contractor shall have the right to require an adjustment to the Charges. The parties shall agree such adjustment using Clause 60 of this Agreement. If the parties are unable to agree such adjustment within 30 days of the issue arising, then the Contractor shall be entitled to impose an appropriate increase in the amount payable by the Employer, backdated where necessary, which fairly reflects the actual costs position and which puts the Contractor in no worse or better a position than it would have been in had the information provided or assumptions used been correct in all respects. "Costs of employment" shall include without limitation all costs and other sums payable and all liabilities assumed in relation to the employment and termination of the employment of any Transferring Employee, including without limitation, those relating to remuneration, holidays, maternity and paternity, pension and other retirement benefits, redundancy, notice periods

and all other contractual and non-contractual benefits of any kind, whether or not similar to the foregoing.

### 3. Transfers of Personnel on Termination

- 3.1 It is the intention of the parties that the contracts of employment of those Personnel wholly or substantially engaged in the Services or the relevant part of them upon Termination (Outgoing Employees) shall transfer from the Contractor to the Employer or any New Provider engaged to provide replacement services on Termination and accordingly the Regulations shall be deemed to apply on a Termination and the parties will treat the Outgoing Employees on that basis. The Employer and/or its nominated New Provider (as the case may be) shall in any event be obliged to offer employment to and/or accept the transfer of the Outgoing Employees on their terms and conditions of employment applicable at the date of termination of this Agreement.
- 3.2 The Employer will or will procure that any New Provider will inform the Contractor of all the measures it or they intend to take in connection with the Outgoing Employees in accordance with regulation 13(4) of the Regulations long enough before a Termination to enable the Contractor to comply with its obligations to inform and consult with appropriate representatives pursuant to regulation 13 of the Regulations, and will keep the Contractor indemnified against any breach of this obligation.
- 3.3 The Contractor agrees that within twenty (20) working days of the earliest of:
  - 3.3.1 receipt of a notification from the Employer of an intended Service Transfer;
  - 3.3.2 receipt of a notice of early termination of this Contract or any part thereof
  - 3.3.3 twelve (12) months before the end of the Term it will provide the Provisional Staff List and the Staffing Information to the Employer or, at the direction of the Employer, to an incoming supplier and will update such information at such intervals as are reasonably requested by the Employer.
- 3.4 At least twenty-eight (28) days prior to the date of a Service Transfer the Service Provider shall prepare the Contractor's Final Staff List and updated Staffing Information. The Contractor's Final Staff List shall identify which (if any) of the Contractor personnel named are Transferring Employees.
- 3.5 The Employer shall (subject to Data Protection Legislation) be permitted to use and disclose the Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective incoming supplier for any services which are similar to the Services, provided that the Employer imposes on such third-party obligations of confidence that are no less onerous than the Employer has to the Contractor in relation to that information.
- 3.6 Upon reasonable request by the Employer the Contractor (subject to Data Protection Legislation) shall provide to the Employer access during normal working hours to such employment records as the Employer reasonably requests and will allow the Employer and the incoming supplier to have copies of any such documents.
  - 3.6.1 From the date of supply of the Provisional Staff List the Contractor agrees that it will not, without the Employers written consent:
  - 3.6.2 assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Provisional Staff List
  - 3.6.3 increase the total number of employees listed on the Provisional Staff List

- 3.6.4 make, propose or permit any material changes to the terms and conditions of employment of any employees listed
  - 3.6.5 replace any Contractor Personnel listed on the Provisional Staff List save for replacing voluntary resignations or staff dismissed
- 3.7 the Contractor will promptly notify the Employer of any notice to terminate employment given by the Contractor or any Contractor Party or received from any persons listed on the Provisional Staff List.
- 3.8 Within seven (7) working days following the Service Transfer Date, the Contractor will provide to the Employer or any Incoming Supplier, in respect of each person on the Contractor's Final Staff List:
  - 3.8.1 the most recent month's copy pay slip data;
  - 3.8.2 details of cumulative pay for tax and pension purposes;
  - 3.8.3 details of cumulative tax paid;
  - 3.8.4 tax code;
  - 3.8.5 details of any voluntary deductions from pay; and
  - 3.8.6 bank/building society account details for payroll purposes
- 3.9 If, upon a Termination the contracts of employment of any Outgoing Employees do not, for any reason, transfer to the Employer or a New Provider, including without limitation if the Regulations do not apply upon such a termination or the Outgoing Employees assert a right or alleged right not to transfer to the Employer or New Provider and if the Contractor makes any such staff redundant, (as defined in section 195 of the Trade Union and Labour Relations (Consolidation) Act 1992) ("Redundant Employee"), the Employer shall pay to the Contractor a sum of money equivalent to that which has been or will be paid to each such employee in respect of (a) statutory redundancy pay, (b) any contractual redundancy pay, (c) any pay in lieu of notice and (d) any pay in lieu of accrued but untaken holiday (statutory, contractual or otherwise). The Employer shall pay such sum within 14 days after receipt of a written request from the Contractor, provided such request sets out the names of such employees and the amounts proposed to be paid, or paid, in relation to the matters set out at sub clauses (a) to (e) above.

#### 4. Pensions

- 4.1 The Parties acknowledge that the Transferring Employees may be eligible to apply or subsequently apply and participate in the NHS Pension Scheme under the Fair Deal Staff Pensions. The Employer agrees to indemnify the Contractor against any future pension liability as a result of a bona fide eligible employee making a subsequent application. In the event of such an application during the term of this Agreement, the Contractor shall promptly notify and provide the Employer a Contractor Assessment containing the total proposed adjustment as a direct result of such an application. The Contractor shall issue a compensation event in accordance with the contract.
- 4.2 Where during the Term the standard employer contribution rate which the Contractor is required to pay into the NHS Pension Scheme is increased to a rate which is over and above the rate which was applicable to the Contractor as at the date of this Contract and such rate increase results in an increased cost to the Contractor overall in relation to the provision of the Services ("Cost Increase"), the Contractor shall be entitled to recharge a sum equal to the Cost Increase to the Employer. The Contractor shall be entitled to recharge any



Cost Increase to the Employer in circumstances where the Cost Increase arises as a direct result of a general increase in the employer contribution rate applicable to all employers participating in the NHS Pension Scheme. The Contractor shall issue a compensation event in accordance with the contract.

- 4.3 Where during the Term the standard employer contribution rate which the Contractor is required to pay in relation to the NHS Pension Scheme is decreased as part of a general reduction in the standard employer contribution rate applicable to all employers participating in the NHS Pension Scheme to a rate which is lower than that which was applicable as at the date of this Contract, the Employer shall be entitled to reduce the amounts payable to the Contractor under this Contract. The Contractor shall issue a compensation event in accordance with the contract.

5. Changes to the Estate

- 5.1 The Parties acknowledge that the Employers buildings and associated services may increase, decrease, temporarily close or permanently close. If any such event were to arise it will be dealt with as a compensation event. If applicable the Contractor shall detail the Contractor's employees working substantially at those buildings that are to be made redundant by reason of the change and Employer shall, provided the Contractor has used reasonable endeavours to re-deploy the relevant employees, indemnify the Contractor against the redundancy costs in relation to those employees.

Annex A

List of Transferring Employees (excluding 2 vacant posts)

Transferring  
Employees 080721.xls

## **Form of Contract**

### **Contract Data Part 2**

Part two – Data provided by the Contractor

	Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts	<ul style="list-style-type: none"><li>The Contractor is Name: CBRE Managed Services Limited . Address: 61 Southwark Street, London, SE1 0HL</li><li>The direct fee percentage is [REDACTED]</li><li>The subcontracted fee percentage is [REDACTED]</li><li>The fee applied to Minor Works Contracts [REDACTED]</li><li>The key people are (1) Name [REDACTED] Job: Managing Director – Critical Environments Responsibilities: Senior leadership for the Porton Down account Qualifications: Please find Will’s CV attached as part of the tender Experience: Please find Will’s CV attached as part of the tender  (2) Name: [REDACTED] Job Business Unit Director – Life Sciences Responsibilities: Senior leadership and accountability for the Porton Down service delivery Qualifications: Please find Liz’s CV attached as part of the tender Experience: Please find Liz’s CV attached as part of the tender ..... .....</li><li>The following matters will be included in the Risk Register .. To be jointly completed and reviewed within 3 months of the Contract.. .... ..... ..... .....</li></ul>
Optional statements	<p>If the Contractor is to provide Service Information for his plan</p> <ul style="list-style-type: none"><li>Not Applicable. ....</li></ul> <p>If a plan is identified in the Contract Data</p> <ul style="list-style-type: none"><li>The plan identified in the Contract Data is ....Not Required .....</li></ul> <p>If Option A, C or E is used</p> <ul style="list-style-type: none"><li>The price list is .....Not Required</li></ul>

## **Part 2: Services Information**

## **Part 2.1: Facilities Management – Hard Service Definition**



Protecting and improving the nation's health

**PHE – Porton Down  
Facilities Management – Hard Service Definition  
Contract Issue**

## Contents

### Definitions for Tenderers

1. High Level Service Description
2. High Level Service Structure
3. Employees
4. Tools & Equipment
5. Vehicles & Lifting Equipment
6. Stores & Critical Spares
7. IT & Network
8. Maximo
9. Service Desk
10. Contracts
11. Minor Works Framework

Appendix – A – Service Organogram

Appendix – B – Organogram Supplier

Appendix – C – Recruitment Process

Appendix – D – Job Description Format

Appendix – E – Disciplinary Process

Appendix – F – Minor Works Framework Instructions

Appendix – G – NOT USED

Appendix – H – Payment Process

Appendix – I – Interim Arrangement for Operating SSOW

Appendix - J – Key Performance Indicators

## High Level Service Description

### 1.0 Introduction

Public Health England (PHE) Porton are re-aligning the Hard Services FM provision to better service the requirements of the site. The model will be a more directly managed service delivery largely controlled by the PHE engineering and facilities group. This model requires CBRE to manage in conjunction and within the constraints of this management structure for all elements of the scope of service.

### 1.1 About PHE

PHE is an executive agency of the Department of Health, and a distinct delivery organisation with operational autonomy to advise and support government, local authorities and the NHS in a professionally independent manner.

We employ 5,000 employees, mostly scientists, researchers and public health professionals.

We have 8 local centres, plus an integrated region and centre for London, and four regions (North of England, South of England, Midlands and East of England, and London).

We work closely with public health professionals in Wales, Scotland and Northern Ireland, and internationally.

National Institute of Health Protection was established in 2021 to bring together public health specialists into a single public health service.

Research undertaken at PHE Porton is a key part of the role of the National Infection Service.

Porton is at the forefront of public health science, detecting, controlling and managing infectious diseases.

### 1.2 Scope

The following list is the anticipated overall scope of service requirement however the delivery method will be distinct for each element and is described more fully within this document:

- Employees Management
- Mechanical Repairs and Maintenance
- Electrical Repairs and Maintenance
- Building Fabric Repairs and Maintenance
- Tools & Equipment
- Vehicles & Lifting Equipment
- Stores & Critical Spares
- IT & Network
- Maximo Asset Management
- Service Desk
- Specialist Repair and Maintenance Contracts
- Minor Works Framework



### 1.3 Individual Delivery Types

The following is a brief description of the delivery method types within this scope requirement.

#### Employees

- Recruitment – CBRE
- Induction – PHE/CBRE
- Vetting – CBRE
- Uniforms/Workwear – CBRE
- Mansafe Systems – PHE/CBRE
- PPE – CBRE
- Individual Tools – CBRE
- Individual Equipment – CBRE
- Laptops – PHE
- Mobile Phones – PHE
- Health & Safety - CBRE
- RAMS - CBRE
- Toolbox Talks – CBRE
- Authorising Hours – PHE
- Performance Management – Appraisals - PHE/CBRE
- Performance Management – Disciplinary - PHE/CBRE
- Performance Management - Training Plans - PHE/CBRE
- Performance Management - Annual Incremental Salary Increases - PHE/CBRE
- Absence Management – PHE/CBRE
- Shift Planning & Scheduling – PHE
- Holiday Approvals – PHE/CBRE
- Resource Planning – PHE
- Allocation of Work - PHE
- Assessing Work – PHE
- Approving Work – PHE

#### Mechanical Repairs & Maintenance

- PPM Scheduling – PHE
- Reactive Scheduling – PHE
- Statutory Compliance – PHE/CBRE (CBRE role limited to auditing and monitoring using CBRE processes and procedures)

- Allocation of Work Orders – PHE

### **Electrical Repairs and Maintenance**

- PPM Scheduling – PHE
- Reactive Scheduling – PHE
- Statutory Compliance – PHE/CBRE (CBRE role limited to auditing and monitoring using CBRE processes and procedures)
- Allocation of Work Orders – PHE

### **Building Fabric Repairs and Maintenance**

- PPM Scheduling – PHE
- Reactive Scheduling – PHE
- Statutory Compliance – PHE/CBRE (CBRE role limited to auditing and monitoring using CBRE processes and procedures)
- Allocation of Work Orders – PHE

### **Tools & Equipment**

- Ownership of Tools & Equipment – PHE
- Replacement of Tools & Equipment – CBRE (CBRE to seek approval from PHE)
- Testing of Tools & Equipment – CBRE (Monthly inspection in line with CBRE policy)
- Allocation of Tools & Equipment – CBRE (using CBRE processes and procedures)
- Tools & Equipment Asset Lists – PHE

### **Vehicles & Lifting Equipment**

- Ownership/Lease of Vehicles – CBRE
- Replacement of Vehicles – CBRE
- Licenses & Certificates – CBRE for 2 No. leased vehicles only
- Maintenance – CBRE
- Fuels – CBRE

### **Stores & Critical Spares**

- Stores Management – PHE
- Stock Control – PHE

- Procurement – CBRE (using CBRE resources and systems)
- Components & Spares Allocation – PHE

#### **ICT & Network**

- Network Access & Permissions – PHE

#### **Maximo Asset Management**

- Adding Assets – PHE
- Maintaining Asset Records - PHE
- Retiring Assets – PHE
- Issuing of Works Orders – PHE
- Non-Conformance Control – PHE
- Closing Work Order Completions - CBRE

#### **Service Desk**

- Service Desk Provision – PHE
- Issuing of Works Orders – PHE
- Escalation Control – PHE
- Closing Work Orders – PHE
- Updating Maximo - PHE

#### **Specialist Repair and Maintenance Contracts**

- Contract Procurement - CBRE
- Contract Management – PHE/CBRE
- Service Contract T&C's – CBRE
- Service Contracts Purchase Orders – CBRE
- Checking & Approving Invoices – CBRE/Audit by PHE
- Updating Maximo or PHE Owned Databases - PHE

#### **Minor Work Framework (MWF)**

- MWF Procurement - CBRE
- MWF Management – CBRE
- MWF Contracts – CBRE
- MWF Purchase Orders – CBRE
- MWF H&S Control – CBRE
- Checking & Approving Invoices – CBRE

- Updating Maximo or PHE Owned Databases - PHE

#### **1.4 Description of Service Requirement (High Level)**

Public Health England (PHE) Porton Estates, Engineering and Facilities Dept have procured a model of supply that suits the type and constraints of its Hard FM and engineering requirements.

This model requires that PHE retain most of the control of how the works and employees that complete the works are managed and to ensure that the estate is maintained to comply with statutory regulation and ensure that the operations of site are not impeded by engineering outages.

PHE will take all of the compliance risk and manage CBRE's employees and their workload. All works will be allocated against PHE issued PPM schedules. The asset management strategy is owned by PHE as is the reactive maintenance process.

PHE will prescribe the amount and type of engineering and building fabric employees it requires on site and will allocate the productive hours available to complete the work requirement. Capacity of required man hours against requirements is at PHE's risk. Increases in required capacity will be defined by PHE for CBRE to recruit. Decreases in required capacity will be defined by PHE for CBRE to make prescribed roles redundant. The cost of any such redundancies including CBRE overheads shall be met by PHE

The job descriptions and level of professional and educational qualifications will be prescribed by PHE for CBRE to recruit. The employee will at all times remain the employee of CBRE.

PHE will, in conjunction with CBRE, complete the required professional development process. If applicable any incremental salary increases will be agreed between PHE and CBRE. A training needs analysis will be conducted during the mobilisation period, annually and as required by PHE and CBRE and appropriate professional training agreed for employees.

CBRE will obtain and issue all tools and equipment and will maintain a store of such items for use by CBREs employees. All additional tools and equipment will be procured by CBRE as agreed with PHE and all non-conforming items disposed by CBRE under direction of PHE. CBRE provide assurance that tools and equipment are of the required standard for use and will inspect them on a monthly basis.

PHE will lease from CBRE 2 general use vehicles for the shift and engineering services on site, the cost of providing these vehicles will be added to the monthly invoice.

PHE will own/lease lifting equipment and will allocate the use to the employees of CBRE. PHE will ensure that all lifting equipment is fully maintained and in an operational and compliant manner. All fuels for lifting equipment will be procured by PHE, fuel for the two leased vehicles will be procured by CBRE and the cost added to the monthly invoice. CBRE are to assure their selves that all designated users of lifting equipment have the relevant licenses and/or certificates to use the allocated vehicle.

CBRE will manage the stores and critical spares facility. All items will be free issued to CBREs employees. PHE will ensure availability of stock and CBRE will procure items via the CBRE finance system.

PHE will manage the requirement for IT equipment, mobile phones and access to site networks for CBREs employees. CBRE will where required provide IT equipment for CBRE staff where they are required to access CBRE systems.

PHE will maintain the Maximo asset management system and issue all work order schedules. PHE will manage all process of onboarding and retiring assets and maintain the asset record throughout its lifecycle.

PHE will be fully responsible and manage all activities processed via the PHE Service Desk and will allocate work orders for reactive maintenance.

PHE will have advised CBRE of all current specialist maintenance contracts and it is the responsibility of CBRE to engage with those suppliers or an approved alternative. CBRE are fully responsible for the contractual and payment function for that supplier and will complete the procurement processes for new or alternative suppliers.

CBRE will provide PHE with access to their approved contractors to complete minor works as requested by PHE. The minor works framework will cover all works up to £100K on a prescribed quote by value basis.

## **2.0 High Level Service Structure**

### **2.1 Organogram PHE**

An organogram detailing the PHE management roles and those of CBREs delivery roles are shown in Appendix A.

### **2.2 Organogram CBRE**

An organogram detailing the required CBRE roles for the management of the contract are shown in Appendix B.

## **3.0 Employees**

### **3.1 Current Structure**

PHE have provided a current structure and PHE will direct CBRE as to the maintenance of that structure and advise new roles and roles that are no longer required during the mobilisation period.

After the period of mobilisation PHE will direct CBRE to increase/decrease people resource on-site based on need.

### **3.2 Recruitment**

PHE require CBRE to complete recruitment processes against agreed job descriptions of all roles to be recruited to. The process for recruitment has been agreed and is in Appendix C of this Service Definition document.

### **3.3 Job Descriptions**

PHE will have agreed with CBRE the format of job descriptions as shown in Appendix D. During the first 3 months of the contract PHE will with CBRE ensure that each role has a job description that is up to date and relevant to the purpose of the role.

### **3.4 Passes and Access**

PHE will issue all passes and approvals for site access. The process for access is as follows:

- Initial arrival on site – Red Badge - requires chaperone by Permanent Passholder at all times

- Completion of Site Induction – Green Badge - does not require chaperone, but requires a host on site at all times
- Approved Access Request – Swipe Badge

### **3.5 Site Inductions**

Site Inductions are required for all permanent members of staff and contractors. All site inductions will be completed by PHE and are undertaken daily at 08.55. Job related inductions will be undertaken by CBRE.

### **3.6 Vetting**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **3.7 Uniforms & Workwear**

All uniforms and workwear will be provided by CBRE with branding agreed with PHE if required.

### **3.8 Mansafe Systems**

PHE manage all Mansafe systems on site and will provide CBRE employees with specific and detailed instructions and training in its use. PHE will direct the use of such systems and will be responsible for safe practices.

### **3.9 PPE**

CBRE will assess the PPE requirements for its employees and will maintain a suitable stock and provide CBRE employees with training in its safe use. The cost of providing PPE will be added to the monthly invoice and following payment will become the property of PHE.

PPE is categorised as the following:

- Safety Boots
- Hard Hats
- Skull Caps
- Safety Gloves
- Safety Glasses
- Goggles
- Ear Defenders
- Masks
- High Visibility Clothing

There may be the requirement to supplement the standard PPE with specialist equipment. Any required specialist equipment identified shall be demonstrated through an agreed risk assessment and purchase of this equipment will be agreed with PHE and shall subsequently become the property of PHE.

PPE procurement will be as directed to CBRE and processed via the CBRE finance system

### **3.10 Laptops**

PHE and CBRE will during the mobilisation period agree the issuing of laptops to CBRE employees.

All laptops will be free issue to CBRE employees that PHE considers require them. Issued laptops remain the property of PHE and all CBRE employees are required to adhere to the PHE policies on the use of IT equipment.

Deliberate misuse of equipment will be a disciplinary matter dealt with by PHE and CBRE.

### **3.11 Mobile Phones**

PHE and CBRE will during the mobilisation period agree the issuing of mobile phones to CBRE employees.

All mobile phones will be free issue to CBRE employees that PHE considers require them. Issued mobile phones remain the property of PHE and all CBRE employees are required to adhere to the PHE policies on the use of mobile phones. – There is a defined policy all CBRE employees will need to adhere to.

Deliberate misuse of equipment will be a disciplinary matter dealt with by PHE and CBRE.

### **3.12 Health & Safety (H&S)**

PHE are currently refining their H&S processes and procedures with the intention that when PHE and CBRE are satisfied that they will provide a safe system of work (SSOW) for CBRE's employees they will be adopted by both parties, it is anticipated that this work may take up to 1 year from the starting date. As an interim measure PHE have asked CBRE to provide a SSOW.

CBRE have issued and PHE have accepted a H&S Management Implementation Proposal which sets out the scope and cost of the interim solution, a copy of which is included in in Appendix I.

CBRE have also issued a HSE Management Interface document which references the documentation that CBRE will use to manage the SSOW, a copy is also attached at Appendix I.

The additional resource proposed is subject to a due diligence review in the first 2 months of service delivery and may be varied by agreement between the parties. If the resource level is changed it will be treated as a compensation event.

PHE may cancel the interim measure at any time after the first 6 months of service delivery by giving 3 months written notice to CBRE and the cost of the proposal will cease to be chargeable at the end of the notice period.

For the avoidance of doubt CBRE will not at any point in the contract term be responsible for the H&S management of third party contractors employed by PHE or others at Porton Down.

### **Toolbox Talks**

CBRE will be responsible for delivering toolbox talks and other ad hoc training to ensure that CBRE's employees and subcontractors are informed of current regulations and other pertinent information as required.

### **Permits**

CBRE will be responsible for operating a Permit to Work system using its own policies, processes and procedures.

### **RAMS**

CBRE will be responsible for all producing all task specific risk assessments and method statements (RAMS) for its employees and subcontractors using its own policies, processes and procedures.

PHE will provide copies of all current RAMS for CBRE to review and transpose to a CBRE template. Any new RAMS will be written in conjunction with onsite support from PHE to ensure specific requirements are met.

### **Accident Reporting Including Near Misses**

PHE use the Trackwise system for accident and near miss reporting. CBRE employees transferring through the TUPE process are trained by PHE in this procedure. New employees recruited by CBRE for this contract will receive training on Trackwise as part of their induction process.

## **3.13 Health and Safety Assurance**

PHE will provide CBRE with copies of all Health and Safety information in their possession for CBRE to review and where appropriate incorporate into CBRE's site Health and Safety management system.

## **3.14 Sustainability**

As a responsible Government organisation, PHE is committed to becoming a leading example in sustainability. We aim to achieve this through ensuring that we consider the environmental, social and economic impacts of our operations and activities; working to continually improve.

To deliver on our ambition we will work towards the objectives and targets we have set within our sustainable development management plan. We expect all suppliers and contractors including CBRE and their sub-contractor suppliers that work on our



behalf to demonstrate a reasonable standard of environmental and social performance and support us to become more sustainable.

### **3.15 Performance Management – Appraisals**

Annual appraisal interviews will be conducted by the appropriate CBRE line manager in conjunction with the PHE Section Manager.

All appraisal actions will require the agreement of the section manager for PHE and appropriate CBRE line Manager. Where there are differences, the final decision will be made by CBRE Senior Manager.

### **3.16 Performance Management – Disciplinary**

PHE and CBRE have agreed a Disciplinary process as shown in Appendix E.

Decisions on corrective actions up to and including dismissal will be dealt with by the appropriate CBRE line manager in conjunction with CBRE Senior Management and supported by the People Manager. Final decision to be made by CBRE senior management. In the event of a serious breach of discipline or other matter that might in normal circumstance put a CBRE employee at risk of dismissal, PHE acting reasonably, may require CBRE to remove the individual from site with immediate effect.

Where appropriate disciplinary procedures, actions and outcomes will be escalated as required through the PHE senior management hierarchy and CBREs senior management hierarchy.

### **3.17 Performance Management – Training Plans**

PHE and CBRE will during the mobilisation identify a skills gap for all transferring staff and training plans will be created on CBRE HR Function systems.

CBRE will arrange/deliver all required professional training courses as identified during mobilisation and as identified by PHE and CBRE during annual training planning and reviews.

CBRE will provide to PHE a quotation for the required training to be authorised. Invoices will be issued in the calendar month after completion of the training.

PHE will be responsible for planning absence coverage for CBRE employees attending training.

### **3.18 Performance Management - Annual Incremental Salary Increases**

If applicable salary increases will be based on the annual appraisal and performance of CBRE employee and will not exceed the RPI rate at that time unless agreed to the contrary with PHE. Any increases in salary will be included in the monthly amount chargeable to PHE.

### **3.19 Authorising Hours**

PHE will confirm the hours worked by CBREs employees to CBREs HR (Payroll) to process the correct payment via the CBRE HR Function systems.

Where there is a dispute in hours worked between those advised by PHE and CBREs employee it will be resolved by PHE section managers and CBRE Senior management.

### **3.20 Shift Planning & Scheduling**

PHE are responsible for all aspects of staff planning and scheduling and will directly manage CBREs employee's attendance and work requirements ensuring compliance with the working time directive, where applicable.

### **3.21 Absence Management**

PHE will utilise the CBRE HR Function systems for managing unplanned absence of CBRE employees.

PHE will manage the immediate resource planning and scheduling aspect of the unplanned absence.

Decisions on corrective actions up to and including dismissal will be dealt with by the appropriate line manager in conjunction with PHE section managers, CBRE Senior Management and People Manager. Final decision to be made by CBRE senior management.

Where appropriate, disciplinary procedures, actions and outcomes will be escalated as required through the PHE senior management hierarchy and CBREs senior management hierarchy.

### **3.22 Holiday Approvals**

PHE will utilise the CBRE HR Function systems for managing the holiday approvals of CBRE employees.

PHE and CBRE will jointly manage the resource planning and scheduling aspect of the annual holiday leave.

### **3.23 Allocation of Work**

PHE will at all times be responsible for the allocation of work to CBREs employees, ensuring tasks assigned are within the skill set and competence of the person delivering the service.

### **3.24 Assessing Work**

PHE will at all times be responsible for the quality auditing of completed work by CBREs employees.

### **3.25 Approving Work**

PHE will at all times be responsible for approving that work carried out by CBREs employees meets the requirements of PHE.

### **3.26 Decreasing Capacity Management**

PHE will be responsible for ensuring the correct amount of CBRE employee resource is allocated against the requirements of the site. Where the site requirement decreases PHE will ask CBRE to take compliant measures to remove roles from the structure.

In circumstances where roles are removed CBRE is to advise PHE of the cost impact of removing roles (redundancy). PHE will be responsible for this cost and will recompense this amount. Please note that there are no additional OHP payments and redundancy costs are actual costs free from any additional payments.

### **3.27 Increasing Capacity Management**

PHE will be responsible for ensuring the correct amount of CBRE employee resource is allocated against the requirements of the site. Where the site requirement increases PHE will ask CBRE to take measures to add roles to the structure.

In circumstances where roles are increased the process for recruitment, as shown at section 3.2, will be undertaken.

#### **4.0 Tools & Equipment**

##### **4.1 Tool Allocation**

PHE will initially procure all tool from the outgoing provider. CBRE will then conduct an audit of these tools and then at all times be responsible for the procurement and allocation of safe correctly operating tools to its employees. The need to replace tools will be agreed between PHE and CBRE and the cost of doing so will be added to the monthly invoice, upon payment the tools become the property of PHE.

CBRE will be responsible for the regular inspection of tools and identifying any that are not up to standard.

Deliberate misuse of any tool resulting in loss or injury will be a disciplinary matter dealt with by PHE and CBRE.

##### **4.2 Equipment Allocation**

PHE will initially procure some equipment from the outgoing provider. CBRE will then conduct an audit of any equipment procured and then CBRE will at all times be responsible for the procurement and allocation of safe correctly operating equipment to its employees. The need to replace equipment will be agreed between PHE and CBRE and the cost of doing so will be added to the monthly invoice, upon payment the equipment becomes the property of PHE.

CBRE will be responsible for the regular inspection of equipment and identifying any that are not up to standard.

Deliberate misuse of any equipment resulting in loss or injury will be a disciplinary matter dealt with by PHE and CBRE.

#### **5.0 Vehicles/Lifting Equipment**

##### **5.1 Ownership/Lease of Vehicles**

CBRE will provide 2 vehicles for the use of the site engineering team. The cost of supplying and maintaining the 2 vehicles will be added to the monthly invoice.

##### **5.2 Replacement of Vehicles**

CBRE will be responsible for the replacement of the 2 vehicles utilised by the site engineering team.

##### **5.3 Licenses & Certificates Vehicles**

PHE will be responsible for holding a register of CBREs employee's licenses and certificates for lifting equipment and CBRE will be responsible for holding a register of CBREs employee's licenses and certificates for operating the 2 vehicles utilised by the site engineering team. CBRE will be responsible for ensuring that only authorised people are permitted to use them.

CBRE will after an employment or training action supply proof of license or certification to PHE to register.

##### **5.4 Maintenance**

Other than the 2 vehicles utilised by the site engineering team PHE is responsible for all maintenance and repair to vehicles and lifting equipment utilised by CBREs employees.

Deliberate misuse of any vehicle resulting in loss or injury will be a disciplinary matter dealt with by PHE and CBRE.

## **5.5 Fuels**

PHE is responsible for all fuels and re-fuelling for all vehicles and lifting equipment utilised by CBREs employees other than the 2 vehicles utilised by the site engineering team. Fuel for the 2 vehicles will be provided by CBRE and added to the monthly invoice.

## **5.6 Ownership/Lease of Lifting Equipment**

PHE will be responsible for the ownership or lease arrangements for all lifting equipment utilised by CBREs employees.

## **5.7 Replacement of Lifting Equipment**

PHE are responsible for inspection and instruction to replace. CBRE will procure the requirements under direction from PHE of lifting equipment.

## **5.8 Licenses & Certificates Lifting Equipment**

PHE will be responsible for holding a register of CBREs employee's licenses and certificates for operating allocated vehicles and will be responsible for ensuring that only authorised people are permitted to use them.

CBRE will after an employment or training action supply proof of license or certification to PHE to register.

## **6.0 Stores & Critical Spares**

### **6.1 Stores Allocation**

CBRE will manage the stores and be responsible for the procurement (In agreement with PHE) of safe correctly operating stores goods and components to its employees.

PHE are responsible for stock control, allocation, inspection and instruction to replace. CBRE will procure the requirements under direction from PHE of stores items.

CBRE are responsible for the correct storage of stores goods and components.

Deliberate misuse of any stores goods and components. resulting in loss or injury will be a disciplinary matter dealt with by PHE and CBRE.

### **6.2 Critical Spares Allocation**

CBRE will be responsible for the procurement of safe correctly operating critical spares. CBRE will procure the requirements under direction from PHE.

PHE are responsible for stock control, allocation and holding the correct amount and type of critical spares to ensure the work required by CBREs employees can be undertaken.

CBRE are responsible for the correct storage of critical spares.

Deliberate misuse of any critical spares resulting in loss or injury will be a disciplinary matter dealt with by PHE and CBRE.

## **7.0 ICT & Network**

### **7.1 Network Access & Permissions**

PHE is responsible for all aspects of network and access to the network for CBREs employees.

## **8.0 Maximo Asset Management**

### **8.1 Adding Assets**

PHE are responsible for adding all new assets onto the Maximo system.

### **8.2 Maintaining Asset Records**

PHE are responsible for maintaining all asset records on the Maximo system. All asset records are stored both electronically in Maximo and indefinitely in all paper copies of work orders linked to assets are stored securely in the Engineering Archive.

### **8.3 Retiring Assets**

PHE are responsible for retiring all assets on the Maximo system.

### **8.4 Issuing of Works Orders**

PHE are responsible for issuing all workorders on the Maximo system. Work orders will be printed by the appropriately trained admin staff and passed to the Maintenance Supervisor for distribution amongst the relevant team. At present this is paper-based due to Maximo being a validated system, but we are working towards moving to electrical hand-held devices.

### **8.5 Non-Conformance Control**

PHE are responsible for control of all non-conformances on the Maximo system. Any discrepancies during works are immediately reported via the non-conformance process. PHE QA will issue a unique non-conformance number and the appropriately trained administrator will input this number into Maximo to link the details and outcome of the discrepancy to the asset and work order.

### **8.6 Closing Work Order Completions**

CBRE are responsible for completing and closing works orders on the Maximo system. Work orders are completed on Maximo by the appropriately trained admin staff after a work order has been signed off by the engineer that completed the works plus the PHE Maintenance Supervisor

## **9.0 Hard FM Services Service Desk**

### **9.1 Service Desk Provision**

PHE are responsible for the provision and staffing of a Hard FM Services service desk. Equipment and Building Fabric faults can be reported on site in two different ways using SuiteReq software:

1. Via Reception Service Desk (manned by Soft Services FM Contract) who receive the reported information from the user and input this into SuiteReq.
2. User inputting information directly into SuiteReq themselves.

SuiteReq has a direct link into Maximo; once the fault is raised it is automatically assigned a Maximo Work Order Number for reference.

### **9.2 Issuing of Works Orders**

PHE are responsible for issuing all works orders originating from SuiteReq or the Service Desk.

Once an issue has been reported and a Maximo Work Order number is assigned, CBRE is notified and Work Order are reviewed by PHE Maintenance Supervisors. A priority is set by PHE and then issued to the relevant department for investigation and rectification or for obtaining further information from end users.

### **9.3 Escalation Control**

PHE are responsible for all escalation procedures from the Service Desk.

Once a work order is issued to a department it is investigated and the fault either rectified or the work order annotated with any spares or special services required. These spares or special services will be procured by CBRE and the end user and department responsible for resolving the issue advised accordingly of resolution times. Once available the work order task is completed and the work order is signed by the tradesman and returned to the Maintenance Supervisor.

### **9.4 Closing of Works Orders and Updating Maximo**

PHE are responsible for closing all work orders originating from SuiteReq or from the Service Desk and ensuring Maximo is updated accordingly.

Once work has been completed, work orders are received by the Maintenance Supervisors, work is reviewed and work orders signed to authorise satisfactory completion. The work order is then passed to administrators who process to ensure appropriate information eg (Spares, Time, etc.) to allow an accurate maintenance record and audit trail is input into Maximo to before closing the work order.

## **10.0 Specialist Repair and Maintenance Contracts**

### **10.1 Current Provision**

PHE have provided a list of specialist contracts currently employed on site.

There is no intention to reduce CBRE managed specialist contract capacity on site and as such there are no termination costs envisaged.

### **10.2 Contract Selection/Management Specification**

PHE require CBRE to complete contract procurement processes through their finance system.

### **10.3 Contract Procurement**

CBRE is to ensure that procurement process is open book and PHE have full sight of quotations.

### **10.4 Contract Management**

CBRE will be responsible for safe systems of work. The CBRE finance system will be used to raise all purchase orders and CBRE will be responsible for ensuring all supplier details are contained within their systems. PHE will be responsible for the on-site operational delivery of specialist contractors procured by CBRE.

### **10.5 Service Contract T&C's**

Whilst it is the responsibility of CBRE to agree terms and conditions that they procure PHE require sight of those terms and will mandate a 30-day invoice payment period.

### **10.6 Service Contracts Purchase Orders**

CBRE will be responsible for raising all Purchase Order on the CBRE finance system for the specialist contracts relating to lab equipment servicing, repairs and maintenance. Any other specialist contracts will require CBRE to raise purchase orders for the specialist contracts they manage.

**10.7 Checking & Approving Invoices**

It is the sole responsibility of CBRE to check and indemnify all specialist contractor invoices. Where overpayments have been made CBRE is to recompense PHE immediately regardless if they have recovered said overpayment from the supplier. PHE will on all occasions work with CBRE to ensure that neither party is at loss for any overpayments.

**10.8 Updating Maximo or PHE Owned Databases**

PHE are responsible for updating Maximo records and review service reports from the works completed by specialist contractors.

**11.0 Minor Work Framework (MWF)**

**11.1 Provision**

PHE require CBRE to create and maintain a minor works framework for the use of PHE for the duration of the contract term. For the avoidance of doubt this will be through the CBRE approved supply chain providers or via and agreed supplier identified by PHE and added to the CBRE supply chain suppliers.

**11.2 MWF Management**

The operation of the MWF is fully detailed in Appendix F.

**11.3 Values**

The following values and the quotations required at each value is shown below:

- |                                       |                       |
|---------------------------------------|-----------------------|
| • Requirements £1 to £10K             | 1 quote is required   |
| • Requirements above £10K up to £20K  | 2 quotes are required |
| • Requirements above £20K up to £50K  | 3 quotes are required |
| • Requirements above £50K up to £75K  | 4 quotes are required |
| • Requirements above £75K up to £100K | 5 quotes are required |

**11.4 Checking & Approving Invoices**

It is the sole responsibility of CBRE to check and indemnify all specialist contractor invoices. Where overpayments have been made CBRE is to recompense PHE immediately regardless if they have recovered said overpayment from the supplier. PHE will on all occasions work with CBRE to ensure that neither party is at loss for any overpayments.

**11.5 Updating Maximo or PHE Owned Databases**

PHE are responsible for updating Maximo records from the works completed by minor works contractors.

## Appendix A – Service Organogram

Both PHE and CBRE are to finalise the organisational structure within 3 months after the Service Commencement Date.

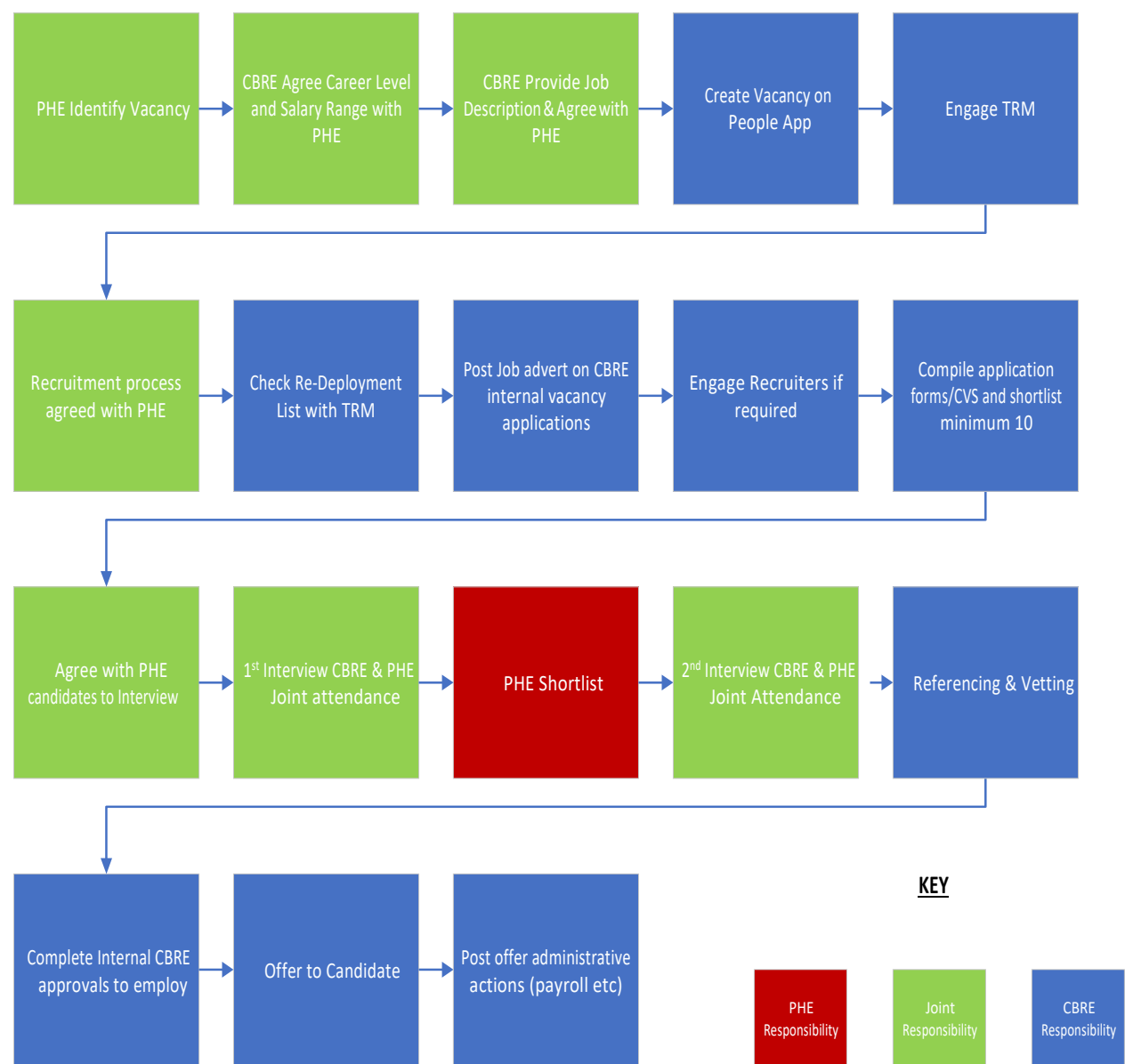


## Appendix B – Organogram - CBRE Management

Both PHE and CBRE are to finalise the organisational structure within 3 months after the Service Commencement Date.

The cost of fulfilling these roles will be added to the monthly invoice.

Appendix C – Recruitment Process



## Appendix D – Job Description Format

CBRE	Multi Skill Mechanical Engineer
<p><b>Job Title:</b> Multi-skill Mechanical Engineer</p> <p><b>Location:</b></p> <p><b>Role Purpose:</b> To attend and complete a range of planned, reactive and chargeable works for the client as directed by PHE Site Management clients. Also, proactively manage equipment to provide optimal working environments and to prolong asset uptime and life span.</p> <p>This role will form part of PHE Estates &amp; Facilities Team and provide first line support to the site. CBRE provide service delivery support for all M&amp;E Services Monday to Friday during normal working hours and as directed out of hours and weekends against a PHE shift rota.</p> <p><b>Key Responsibilities</b></p> <ul style="list-style-type: none"> <li>■ To attend and complete reactive works within their Service Level Agreements for Attendance, Response and Completion</li> <li>■ To undertake mechanical strips downs of assets in preparation for insurance inspections</li> <li>■ To undertake testing and maintenance of equipment such as but not limited to, calorifiers, AHUs etc.</li> <li>■ Responsible for maintaining mechanical installations, repairs and maintenance to M&amp;E Plant and Building Fabric</li> <li>■ Completing Planned Maintenance in line with PHE directed PPM strategies and GMP Guidelines</li> <li>■ Complete proactive inspections, remedial repairs and installations</li> <li>■ To provide support to the wider PHE/CBRE Engineering Day Team in the event of an emergency call</li> <li>■ To support in providing cost information for chargeable works on site</li> <li>■ To provide updates to the PHE Helpdesk as required to ensure the Maximo System is up to date</li> <li>■ Carry out daily checks of plant rooms and equipment</li> <li>■ Attend training scheduled by the Management Team (E-Learning and role/site specific courses)</li> <li>■ Provide regular hazard reporting for the site on a weekly basis</li> <li>■ To carry out any other task as requested by line management that is with competency and does not put yourself at risk</li> </ul> <p><b>Person Specification/Requirements</b></p> <ul style="list-style-type: none"> <li>■ Experience of working within a GMP environment would be advantageous</li> <li>■ Demonstrable experience within a similar role</li> <li>■ Excellent interpersonal skills with the ability to communicate with people of all levels of seniority</li> <li>■ Time served apprenticeship or equivalent qualifications in Mechanical/HVAC</li> <li>■ Strong knowledge of BMS systems (Trend, Satchwell, Johnsons for example)</li> <li>■ FGas qualifications an advantage</li> <li>■ Proven experience working on AHU, L/MTHW systems, calorifiers, HVAC, A/C</li> <li>■ Demonstrate thorough knowledge of all building services</li> <li>■ Demonstrate previous experience in fault finding with various systems (mechanical &amp; Electrical)</li> <li>■ Ability to fault find on both Mechanical and Electrical Plant and Equipment</li> <li>■ Demonstrate knowledge of L8 Compliance</li> <li>■ Diligent and pro-active</li> <li>■ Ability to prioritise and act on own initiative.</li> <li>■ Excellent organisational skills and exceptional attention to detail.</li> </ul>	
<p>S:\HR\HR DOCS\RECRUITMENT\3. JOB DESCRIPTIONS\A.TEMPLATES\JD TEMPLATE FOR LMS.DOCX V. 1 UPDATED BY SOPHIE READ</p>	

## Appendix D – Job Description Format - Continued



## Multi Skill Mechanical Engineer

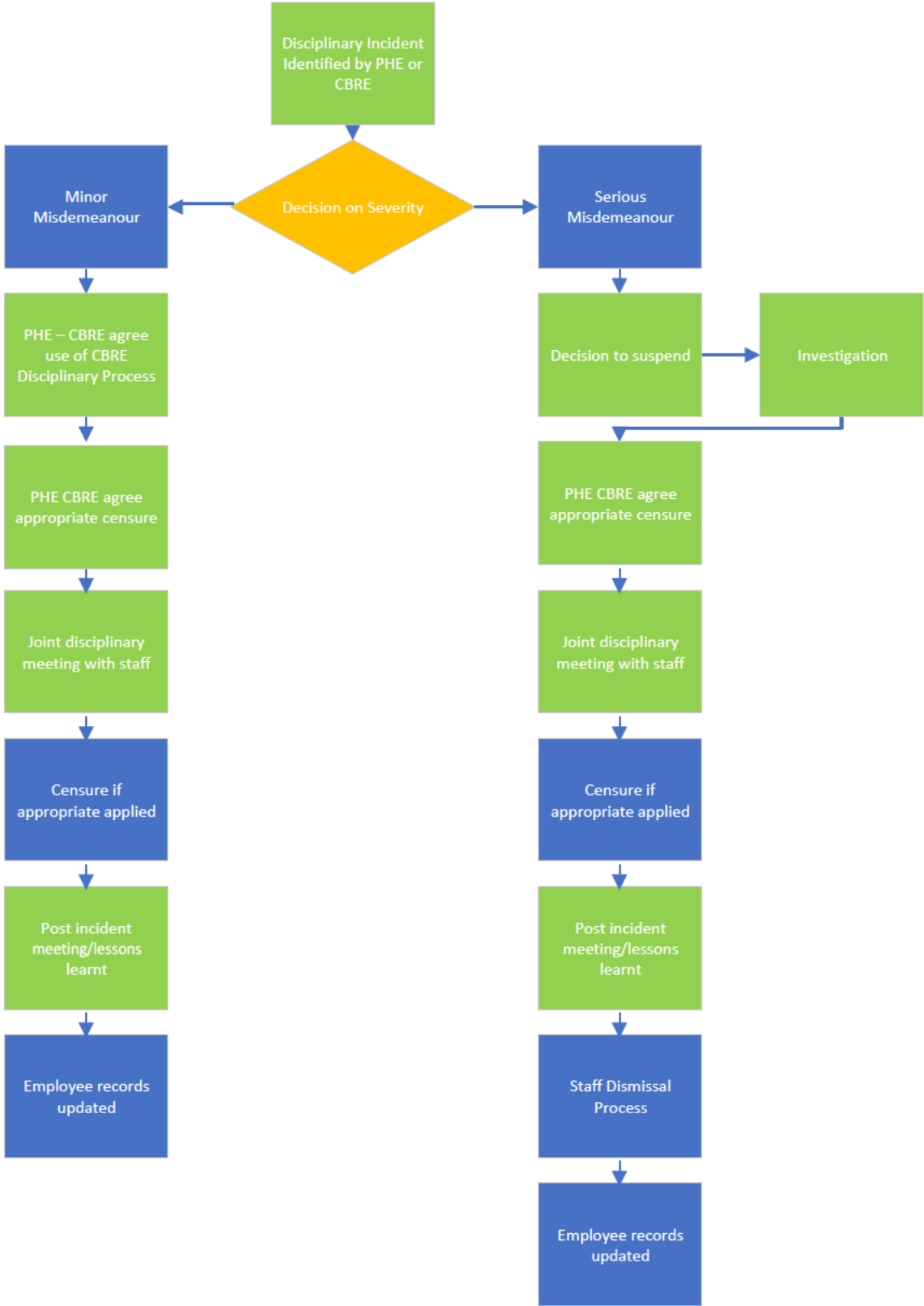
**EQUAL OPPORTUNITIES**

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

**ABOUT CBRE**

CBRE is the world's leading commercial real estate services firm with offices located around the globe. CBRE currently employs roughly 70,000 people worldwide, with 2000 working in the UK. The company's core services include property sales, leasing and management, facilities and project management, investment management and, research and consulting. In Central London, CBRE advises on more commercial property than any other adviser and across the United Kingdom with offices in Aberdeen, Birmingham, Bristol, Edinburgh, Glasgow, Jersey, Leeds, Liverpool, Manchester, and Southampton.

Appendix E – Disciplinary Process



## Appendix F – Minor Works Framework Instructions

### Introduction

This document provides a set of guidance notes for a Minor Works (MW) framework agreement that will be used by PHE and CBRE to obtain competitive quotations up to £100K in value. It describes the processes that both organisations will use to implement MW's at Porton Down.

The Framework is accessible to both Public Health England and CBRE.

The framework will exist for 5 years with an option to extend it by a further 2 years at PHE's discretion.

This document and the processes within it will be subject to review from time to time at the instigation of either party to ensure that it continues to be effective and provide value for money to PHE. Any agreed changes will be implemented via the change management processes in the Main Contract terms and conditions.

The MW projects are segregated into seven separate lots (see Annex D) and five price bands up to £100K. CBRE will maintain a schedule of pre-qualified sub-contractors for each lot which will be available to PHE at all times.

The Framework has an estimated annual value of [REDACTED]

### The Lots

- Lot 1 – Electrical - Instrumentation
- Lot 2 – Mechanical - Pipework Non-Process
- Lot 3 – Mechanical - Pipework Process
- Lot 4 – HVAC
- Lot 5 – Roofing
- Lot 6 – Building
- Lot 7 – Civil and Structural

CBRE will appoint sufficient organisations to populate each Lot to a level that will exceed the maximum number of quotes required and will agree it with PHE. The organisations included in each Lot will be drawn from CBRE's approved supply chain list and they will have gone through a rigorous vetting process to be on that list. In addition, any organisations that PHE wish to add will be included in the relevant lot(s) following successful pre-qualification using CBRE's vetting process.

### Value Bands

PHE's Project Manager (PM) will estimate the value of each MW proposal and advise CBRE which value band applies, CBRE will then use its reasonable endeavours to procure the number of quotations detailed in Table 1 below:

Band No.	Value Range	No. of quotes
1	£1 to £10K	1

2	Above £10K up to 20K	2
3	Above £20K up to £50K	3
4	Above £50K up to £75K	4
5	Above 75K up to £100K	5

*Table 1 – Value Bands*

### **Provision of Information for Tendering Purposes**

The PHE PM will from time to time produce MW proposals and issue them to CBRE using the Project Manager MW Instruction detailed in Appendix E, they shall include:

- Name and contact details of PHE PM
  - Technical specification
  - Scope of Works
  - Whether design is required and where liability will sit
  - Anticipated timescales for tendering and the Works
  - Estimated value and Band No.
  - Applicable Lot
  - Constraints (if any)
  - Whether there are interdependencies with other contractors and/or other planned works
  - Details of any pre-qualified subcontractors that the PHE PM would like an RFQ sent to
- Should PHE's proposal require further development CBRE and the PHE PM will work together to add supplementary details so that the proposal is suitable for use in procuring competitive quotations.

### **MWF Procurement**

Requests for Quotations (RFQ's) will be issued by CBRE using the pro-forma attached at Annex B inviting the number of quotes indicated in Table 1. The list of subcontractors to be invited will be agreed with the PHE PM prior to RFQ's being issued.

CBRE will manage the procurement process from the issue of the RFQ to receipt of quotations, any tender queries will be managed and responded to by CBRE obtaining clarifications from the PHE PM where appropriate.

In the event that the requisite number of quotes is not obtained CBRE will contact the PHE PM to obtain his/her decision as to whether the number of quotes actually returned will suffice in this instance or whether further RFQ's need to be invited.

CBRE will use its reasonable endeavours to ensure that there will be a fair rotation of the pre-qualified sub-contractors in each lot invited to submit quotations.

Upon receipt the quotations will be forwarded to the PHE PM who will assess them and instruct CBRE who to use, based on PHE's award criteria.

### **Engaging the MW Subcontractor**

CBRE will enter into a subcontract with the appointed MW subcontractor using the standard terms and conditions that PHE select. The options will be:

- Where the work is low value/low risk without design the terms and conditions will generally be those contained in CBRE's standard Purchase Order (PO) a copy of which is attached at Appendix C.

- Where the work is high value/high risk with contractor design requirements the terms and conditions will be those contained in the NEC3 Engineering & Construction Short Contract (NEC3 ECSC).

Where NEC3 ECSC is to be used the contract data part one will be completed by the PHE PM and sent to CBRE for inclusion with the RFQ. The tenderers will complete and return with their quotation the contract data part two, which will be assessed by the PHE PM for completeness. If further discussions are required to clarify any aspect of the quotation or the contract data part two, they will be conducted by the PHE PM and the subcontractor with CBRE in attendance at the PHE PM's discretion. The PHE PM will advise CBRE of any amendments that may be required to the subcontract documentation as a result of these discussions and CBRE will make such changes prior to issuing the subcontract or PO.

Because of the contract relationships PHE may require a direct route for resolution of issues such as latent defects or design/equipment failure on MW projects. When this is the case the PHE PM will instruct CBRE to include one of the following options in the RFQ and subcontract:

- A collateral warranty in favour of PHE in the format directed by them
- Inclusion of a suitable worded clause in the terms and conditions giving PHE rights of a third party over the subcontract

CBRE will raise an order to the selected subcontractor through the CBRE finance system.

### **CDM regulations 2015**

It will be the PHE PM who will have responsibility for ensuring that the CDM Regulations are adhered to and PHE will act as the Client in this respect. CBRE will act as the Clients administrator and will have no responsibilities, liabilities or duties under the Regulations. The successful bidder for any MW project will be appointed as Principal Contractor and PHE will advise whether a Principal Designer is to be appointed by them.

### **MW Management**

CBRE will manage the activities of the MW subcontractors on a day-to-day basis as directed from time to time by the PHE PM.

#### **Checking & Approving Invoices**

CBRE will receive and check all MW subcontractor invoices within 10 working days of receipt and will identify the amount due for payment. Payment will be made to the subcontractor(s) by CBRE within 30 days of receipt of a valid invoice.

Unless it is a simple arithmetic error (which CBRE will identify and resolve directly with the subcontractor) any discrepancies identified in the invoice(s) will be raised with the PHE PM for further instructions. At all times CBRE will use its reasonable endeavours to ensure that the assessment of invoices is robust. Where overpayments are subsequently proven to have been made to a subcontractor by CBRE, CBRE shall use its best endeavours to recover the overpayment and will issue a credit note to PHE immediately on receipt of a refund from the subcontractor.

### **Updating Maximo or PHE Owned Databases**

PHE and the service provider will during the mobilisation period agree the format and process for updating Maximo records from the works completed by minor works contractors.



**MWF Annexes**

Annex A – NEC3 ECSC Contract Data Part One

Annex B – Minor Works Requests for Quotation (RFQ)

Annex C – CBRE PO Terms and Conditions

Annex D – Approved subcontractor list for each Lot

Annex E – Project Manager MW Instruction

**Annex A****NEC3 ECSC Contract Data Part One**

**Sample document only.** Project specific version to be produced for each MW contract.  
Employer will be CBRE

Contract Data	
The Employer is	
Name	Public Health England.....
Address	Porton Down, Salisbury, Wiltshire, SP4 OJG.....
Telephone	N/A..... Fax N/A.....
E-mail address	N/A.....
The works are	Minor Works for the whole site at PHE/PBL.....
The site is	PHE, Porton Down, Salisbury, Wiltshire, SP4 OJG and at the PHE/PBL FPP site within DSTL, Porton Down, Salisbury, Wiltshire, SP4 OJG.
The starting date is	1st October 2016.....
The completion date is	3 years after start date.....
The period for reply is	One..... week.
The defects date is	52..... weeks after Completion.
The defect correction period is	2..... weeks.
The delay damages are	..... per day.
The assessment day is the	Last working day..... of each month.
The retention is	.NIL..... %.
Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	
	Yes
The Adjudicator is	
Name	N/A.....
Address	.....
Telephone	..... Fax.....
E-mail address	.....

Contract Data

The interest rate on late payment is 0.5..... % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The Contractor is not liable to the Employer for loss of or damage to the Employer's  
property in excess of ..... for any one event.

The Employer provides this insurance  
Only enter details here if the Employer is to provide insurance.

The minimum amount of cover for the third insurance stated in the  
Insurance Table is .....

The minimum amount of cover for the fourth insurance stated in the  
Insurance Table is .....

The Adjudicator nominating  
body is P:resident of the Royal Institution of Chartered Surveyors .....

The tribunal is Adjudication.....

If the tribunal is arbitration,  
the arbitration procedure is .....

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following  
additional conditions

Only enter details here if additional conditions are required.

- 1. Notwithstanding Clause 63, compensation events will be assessed using the quotation information contained  
within the Framework Contract .....

Annex B

Minor Works Framework Request for Quotation

Date Requested	
----------------	--

Supplier	
Trade Lot	
CBRE Point of Contact	

**Please provide a quotation based on the following information:**

Contracting Terms	
Description of Works	
Information Attached	
Quotation Return Date	

1. Quotations are to be returned to ..... (address) for the attention of..... Quotations received after the return date may be ignored at CBRE's discretion.
2. If you are unable to provide a quotation by the return date, please respond to ..... by return
3. Daywork schedule to be returned with your quotation, the rates you supply will be factored into the financial assessment model and may affect the competitiveness of your quote
4. If applicable the successful tenderer shall fulfil the following roles as defined in the CDM Regulations 2015:

\*Principal Contractor/Principal Designer/Principal Contractor and Designer/No designated role. (\*delete as appropriate)

**Daywork Schedule**

To be completed by the Tenderer and returned with the quotation.

Labour

Rates to be “all-in” inclusive of all overheads, profit, transport, travelling time/cost, tools and small power tools etc.

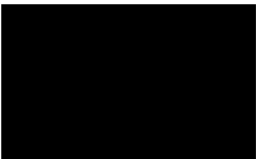
Operative Title	Normal Rate Hr	Overtime Mon - Fri Hr	Overtime Sat AM Hr	Overtime Sat PM /SUN Hr	Bank Holiday Hr

Percentage Uplifts

The uplifts shall be based on the net cost after any trade, financial or volume discounts

Materials - percentage uplift	%
Equipment (on site) - percentage uplift	%
Equipment (hired in) - percentage uplift (hire-in)	%
Specialist sub-contract works - uplift	%

Annex C – CBRE Minor Works PO Terms and Conditions





## Annex D – Approved Subcontractor List

SUB CONTRACTED WORKS	
Supplier	Service
Sarum refrigeration services ltd	Refrigeration
Ascot Autoclave	Autoclave and Sterilisation
Goodwater	Water Treatment, Purified water, head waterd and dosing
Fisk	Fire Alarm, intruder alarm, leak detection, tanks, access control, CCTV, Panic alarm
Crowthome	Annual Servicing of 72 Safety Cabinets (biosafety level 3)
Crowthome	Annual Sealability testing of approximately 90 x CL3 laboratories.
Andel	Oil Storeage Inspection
Absolute Calibration	Calibration fo thermometers, probe, stopwatch, Timer, Carbon dioxide, tachometer, Air Velocity, Air flow calibrator, particle counter, weights & other scientific equipment
MCFT	Catering Equipment
MCFT	Commercial re Fridgeration equipment
Aquatronic Group Management	Pressurisation units
Liftec	Lifts
Accordial	Lecture theatre doors
AJK	GMP And Main Site chillers
AM Defence and Marine services	DOOR SYSTEMS- LIFE LINES & HOISTS
Arrow Services	RPZ Valves
Assa Abloy	Entrance doors
Avery Berkel	Incinerator Scales
BOSCH	Porton down Burners & Steam Boilers
Breathe Safety	Respirator Equipment Service
BOLTONGATE	Barriers Service contract
Dale Power	Generators, PFC & Power Electric
Dortek	Doors
Eaton	UPS
EMACCS	Incinerator Maintenance
Envirocombustion	Incinerator Maintenance
ESTS	BIG Autoclaves
Getinge	Autoclaves and Trolley washer BIG Room 100/101
JASUN ENVIROCARE	Kitchen and Nursery Ducts
JASUN ENVIROCARE	LEV Checks
KAN Developments	Boilerhse Steam Meters Oxy Anal includes for 2017/2018 new meters on Bosch boilers
Kinetico	Kinetico systems MB and Creche
Kone	Evans Lifts Dumbwaiter and Baggage lifts
LTE	Autoclaves LTE Steam quality on 8 Autoclaves inc Touchclave
Medical Gas Pipeline	Gas Pressure Testing
Nalco	Water treatment to Main Bolier house and Pilot Plant
Omega Red	Lightening Protections now included FPP for 2019/2020
SSE	POWER FACTOR CORRECTION, SCADA SYSTEM, POWER SYSTEMS HV
BMSI	BMS
TOTAL SECURITY	Site maintenance software and Honeywell SSA
MW Audiotech	Voice alarm
Kohler	Powerwave s/n CMD0863 2 X VISITS
CLIRA	L8 Compliance
Wessex Compressors	Compressor Services
Contained Air solutions	Fume Cupboards
Belimed changed to ESTS for Y10	Autoclaves in (x3)
Motivair	Air compressors
Bunzl	Water Softening salt tablets

**Annex E****Project Manager Minor Works Instruction**

<b>MW Instruction Reference</b>		<b>Date</b>	
---------------------------------	--	-------------	--

PHE instruct CBRE to obtain quotations for Minor Works in accordance with the following particulars.

<b>Project Managers Name and Contact Details</b>	
<b>Minor Works Title</b>	

The Scope of the Work is:

Is Contractor Design included      \*Yes/No (\*delete as appropriate)

*(If the scope is referenced in a document the PM is to attach a copy)*

The Technical Specification is:

*(If the technical specification is referenced in a document and/or drawings the PM is to attach a copy)*

Enter Details of any Constraints or Interdependencies:

<b>Estimated Value</b>		<b>Lot</b>	
<b>RFQ Return Date</b>		<b>Contract Period</b>	
<b>Anticipated Start Date</b>			

Names of any Organisations that the PM requires RFQ's to be sent to:

▪



<i>(CBRE to select further organisations from the approved list for the relevant Lot)</i>
<p><u>Which terms and conditions are to be used?</u></p> <p>CBRE Standard PO/NEC3 ECSC (*delete as appropriate)</p> <p><i>(If NEC3 ECSC is to be used the PM is to attach a completed Contract Data part 1)</i></p>
<p>What liability limit do PHE want the subcontractor to carry?</p> <p>£ .....</p> <p>The default is £5m in aggregate per annum.</p>
<p>Do PHE wish to establish a "Rights of Third Party" relationship with the successful tenderer</p> <p>* No/Yes by using a Collateral Warranty/Yes by including an RoTP clause in the subcontract</p> <p>(*delete as appropriate)</p>
<p>If the CDM Regulations are deemed to apply PHE will be the Client and the successful tenderer will be the Principal Contractor. Do PHE wish to appoint a Principal Designer? If so details to be entered below:</p>
<p>The following additional information is provided by PHE.</p> <p><i>(The PM is to identify any documents/details in the additional information list that are to be incorporated in the subcontract.)</i></p>

## **Appendix G – Not Used**

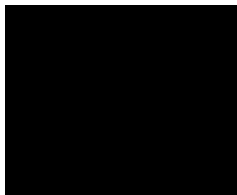
## **Appendix H – Payment Process**

The payment processes are set out in core clauses 50 and 51. CBRE will send an application for payment using the Payment Application document and the Service Manager will certify a payment in accordance with the timescales in the terms and conditions of contract. CBRE will respond by submitting a VAT invoice for the certified amount and the Employer will pay CBRE the amount due.

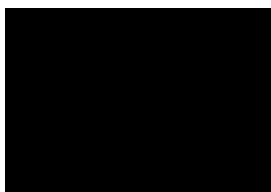


## **Appendix I – Interim Arrangement for Operating SSOW**

## H&S Management Implementation Proposal



## HSE Management Interface document



Both PHE and CBRE are to finalise the interface document within first 3 months after the service date to ensure there is no conflict between the Hard Services Definition and this HSE Management Interface. In the event of an identified conflict, the Hard Services Definition is to take precedence until both documents are agreed by both parties.

Any subsequent changes shall be treated as a compensation event, where appropriate.

## **Appendix J – KPI's**

KPI's to be agreed in writing by both Parties within 3 months of the starting date.

## **Appendix K – Governance**

### **1. Introduction**

This appendix sets out the overall contract governance framework that will apply to the contract for the management of the relationship between PHE and CBRE and the monitoring of the Services.

### **2. Meetings**

#### **2.1 Relationship Meetings**

Meetings between Executives of both organisations will take place as and when requested by either party but in any event not less than annually. The agenda for such meetings will be produced and distributed by the party requesting the meeting at least 3 working days in advance and in all cases will include:

- Review of the relationship
- Areas for improvement of operational performance
- Health and Safety

Minutes will be taken at each meeting by a person nominated by either party to do so, and circulated to the Executives attending the meeting.

Attendees for such meetings will be proposed by both parties and subject matter experts (SME's) may be invited to attend for all or part of the meeting to assist with discussions on management and technical issues.

#### **2.2 Operational Meetings**

Meetings between the operations teams of both organisations will take place each calendar month during the term of the contract at a time and location nominated by the Service Manager (SM).

The agenda for such meetings will be produced and distributed by the SM at least 3 working days in advance and will include:

- Review of the operations carried out in the preceding month
- Commercial and financial matters
- Progress of Minor Works projects
- KPI reporting
- Contract changes
- Health and Safety

Minutes will be taken at each meeting by a person nominated by the SM and circulated to the attendees and such other individuals as the SM may nominate.

Attendees for these meetings will be proposed by both parties and subject matter experts (SME's) may be invited to attend for all or part of the meeting to assist with discussions on management and technical issues. The SM and CBRE's Area General Manager or their nominated deputies shall attend every operational meeting

Each party will use its reasonable endeavours to ensure that there is consistency of attendance from one meeting to the next.

#### **2.3 Ad-Hoc Meetings**

Ad-hoc meetings between CBRE and PHE may be requested at any time by the SM or CBRE Contract Manager to discuss any contract related issue. The agenda for such meetings will be produced and distributed by the person proposing the meeting at least 3 working days in advance.

Minutes will be taken by a person nominated by the person calling the meeting and circulated to the attendees and such other individuals as either party may nominate.

### **3. Reporting**

CBRE will prepare and submit electronically a report for each monthly operational meeting. The contents and format shall be agreed by both parties within the first month of the start date and shall be amended as required by the SM from time to time.

Any ad-hoc reports reasonably requested by the SM from time to time shall be provided by CBRE in the agreed timescale.

Part 3: Pricing Model

3.1 Pricing Model

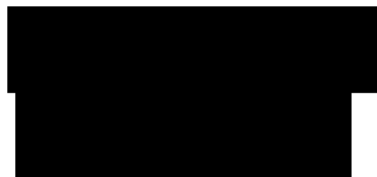
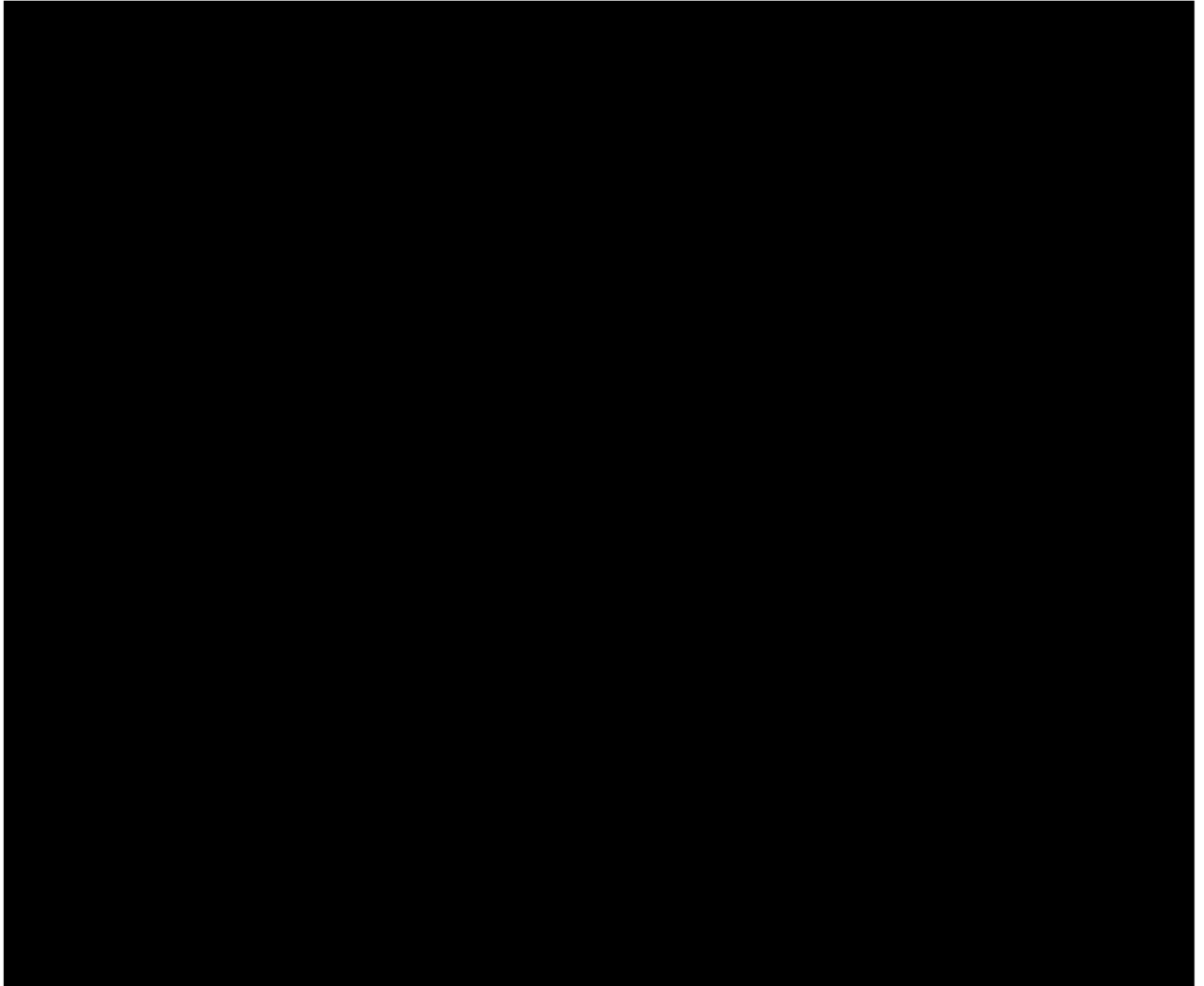


Porton Down - Hard Services				
	Cost	Overhead	Profit	Total
Porton Down - Hard services				

Markup

Health & Safety Management System Mobilisation costs				
		OHP		
Mobilisation Management				
H&S Administrator				





- 3.2 The costs shown in the Pricing Model are a representation of the actual costs of employment, sub-contractor quoted costs and known ancillary costs of the service for the commencement of the contract. As this is a cost plus contract the actual annual cost may be different to this amount and the monthly applications will not be the annual amount as shown divided by 12.