

**Tender for Corporate Gas Maintenance Safety/Service Checks**

**Tender – Document Two**

**Specification**

Thank you for expressing interest in this procurement for Corporate Gas Maintenance Safety/Service Checks.

**Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.**

We now invite you to submit a tender. Further stages of the process are outlined in this document.

To assist you in this, four documents have been provided:

* Document One – Information and instructions (including the timetable)
* Document Two – Specification (this document)
* Document Three – General Terms and Conditions
* Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a CD or memory stick** ofthe response document (Document Four).

Please mark envelopes/packages with only “**Tender Response: Corporate Gas Maintenance Safety/Service Checks (Private and Confidential)**”and with no company markings or anything else which might identify your organisation e.g. personalised franking, and return to:

Democratic Services Manager

The Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

|  |
| --- |
| **To be received not later than 12:00 noon on Friday, 31st August 2018.**  **Late submissions will be disregarded.** |

**Tender – Document Two**

**Specification**

|  | **CONTENTS** | **PAGE** |
| --- | --- | --- |
|  | Definitions | 3 |
|  | Introduction | 5 |
|  | Background | 5 |
|  | Scope | 5 |
|  | Service Conditions and Environmental Factors | 5 |
|  | Statement of Requirements | 6 |
|  | Technology, Systems and Management Techniques | 11 |
|  | Data Management / General Data Protection Regulation (GDPR) | 11 |
|  | Monitoring Arrangements and Contract Management | 12 |
|  | Critical Service Level Failure | 13 |
|  | Performance Monitoring and Review | 14 |
|  | Whole Life Support | 15 |
|  | Security | 15 |
|  | Training | 15 |
|  | Implementation Criteria | 16 |

**Definitions**

|  |  |
| --- | --- |
| **Term or Acronym** | **Definition** |
| Achieved KPIs: | In respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question. |
| ACS | Accredited Certificated Scheme. |
| ACS | Accredited Certificated Scheme. |
| CDM | Construction (Design and Management) Regulations 2015. |
| Charges | The charges which shall become due and payable by the Authority to the Supplier in respect of the Goods, Services, Supplier and/or Works in accordance with the provisions of the Contract. |
| CO | Carbon Monoxide. |
| CO² | Carbon Dioxide. |
| Contract | The legal agreement between the Parties, which details the Council’s requirements, terms and conditions. |
| Contract Year | A period of 12 months, commencing on the Contract Start Date. |
| Controller | Shall have the same meaning as set out in the Data Protection Legislation. |
| The Council | Corby Borough Council. |
| CP15 | Form. |
| CP17/12 | Form. |
| Critical Service Level Failure | A failure in service, deemed to be so critical to the continued operation of the Service and/or Contract that the Council. |
| Default | Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract. |
| Deliverable | The elements and/or work packages of the contract which the Supplier is required to complete and/or provide for, to or on behalf of the Council. |
| EIR | The Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. |
| Failure | A failure by the Supplier to perform one or more of the requirements set out in the Contract. |
| FMT | Facilities Management Team. |
| GDPR | The General Data Protection Regulation (*(EU) 2016/679*). |
| Government Data | Any data required for collection or use by any branch of Government. |
| Key Performance Indicator, KPI, Performance Indicators, PIs, Performance Measure | The performance measurements and targets in respect of the Supplier’s performance of the Contract. |
| Month | A calendar month. |
| NOx | Nitrogen Oxide. |
| O² | Oxygen. |
| Parties | Corby Borough Council and the successful Supplier. |
| Performance Monitoring Report | The reports to be prepared and presented by the Supplier to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs. |
| Processor | Shall have the same meaning as set out in the Data Protection Legislation. |
| Prohibited Act | The following constitute Prohibited Acts:   * 1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;   2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;   3. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;   4. any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK. |
| Reporting Date | A date, agreed by the Parties, on which all reporting data will be provided. |
| Representative | Means, in relation to a party, its employees, officers, representatives and advisors. |
| Service Credit | A sum which the Authority is entitled to deduct or invoice for a Service Failure. |
| Service Credit Cap | A payment ceiling, agreed between both Parties, after which the Council would consider a Service Level Failure to be a Critical Service Level Failure. |
| Service Level | The minimum level of service required of the Supplier by the Council when performing the service detailed in the Contract. |
| Service Level Failure | A shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI. |
| Service Level Threshold | The minimum level of service the Council expects of the Supplier. |
| Service Period | The agreed term, during which, Goods, Services, Supplies, Works, or any part, thereof will be provided by the Supplier or any of their representatives. |
| SO² | Sulphur Dioxide. |
| Start Date | The date the Contract start |
| The Supplier | The company who wins the contract, following evaluation of all bids received by the Council. |
| Target KPI | The minimum level of performance for a KPI which is required by the Council. |
| Working Day | Monday to Friday, excluding any public holidays in England and Wales. |

1. **Introduction**

This opportunity is issued by the Council for the gas safety/service maintenance checks on gas appliances in premises owned/leased by the Council.

1. **BackgrounD**

Currently the Council does not have a gas safety/service maintenance contract in place for the boilers across the borough and at present procure the services on an ad-hoc basis.

To enable us to realise cost and service efficiencies Facilities Management are offering an opportunity to bid for a contract to cover this service. The contract is for a 12 month period with the option for two further one year extensions, in essence a maximum three-year contract.

By procuring this service Facilities Management will be contributing towards the Corporate Plan 2015-2020.

“Delivering excellence by providing value for money services and by delivering the best services we can”.

1. **Scope**

The works shall consist of the annual gas safety/service maintenance checks on gas appliances in premises owned by the Council. Combined with this will be call-outs and out of hours call-outs.

This contract is to run for a minimum of one year (subject to satisfactory workmanship), with the option for two further one-year extensions, in essence a maximum three-year contract.

1. **Service Conditions and Environmental Factors**

Due to the location of the boilers being in public buildings / community centres, it is important they are maintained to ensure operational issues are minimised and repairs are undertaken as soon as parts are available, avoiding the need to close facilities and move planned events to alternative locations.

Operational information and guidance is given to the building managers to ensure they are informed on how to operate the boilers.

Risk assessments and method statements must be provided to Facilities Management prior to any work taking place.

If work is to be undertaken in accordance with CDM regulations Facilities Management must be informed prior to any work taking place.

When parts are obsolete and the only option is to replace existing boilers, consideration should be given to energy efficiency, the availability of parts for the replacement boiler and compatibility to the existing infrastructure.

As part of the report making the recommendation to replace existing boilers, photographic evidence/justification must be provided.

1. **Statement of Requirements**

**Standards**

All work shall comply with the following European and British Standard statutory notices and codes of practices, to be updated as necessitated by new legislation, throughout the contract term:

* Gas Safety (Installation and Use) Regulations 1998. Approved Code of Practice and guidance notes
* WRAS Byelaws 2014
* 17th Edition of IEE Regulations
* Health & Safety at Work Act 1974 (1999/2015)
* COSHH 2016
* Asbestos at Work Regulations 2012
* IGEM/UP/4 (commissioning of gas fired plant)
* The Council’s own Health and Safety at Work Policy **which can be accessed by double clicking on the icon below**



The Supplier shall make one routine service/safety visit to each gas fired boiler, warm air unit, high level radiant heater, direct fired air heater or convector heaters in the Council properties as summarised in the Asset List 2018, **which can be accessed by double clicking on the icon below**.



**Gas Fired Plant**

Carry out gas safety check (Landlords/Gas Safety Certificate CP17 and or CP12) and routine maintenance/service checks (CP15 and or CP) to all gas fired appliances as per manufactures instructions. Both the safety check and maintenance service visit will be undertaken at the same time.

**Paying Attention to the Following:**

Inspect and carefully clean burner jets, manifold injectors, gas train assemblies and control including the following items where applicable:

* Master gas control pressure governors,
* Cut off valves,
* Relay valves,
* Flame failure devices,
* Thermocouples,
* Test cocks,
* Weep pipes,
* Magnetic valves,
* Boiler circuit and control thermostats,
* High and low burner flame controls,
* Forced draught fans,
* Dampers,
* Motors,
* Pressure switches, and
* Electrodes.

On completion of the specified boiler/burner maintenance works, the Supplier shall carry out tests, where applicable, as specified for gas fired plant and including the following:

* Check gas flow rate and pressures and adjust as necessary.
* Check for irregular burning jets and any excessive or unusual condensation.
* Check satisfactory operation of gas detection devices and gas shut off valve where provided.
* Boiler combustion tests are to be carried out and recorded on work sheets following service or burner breakdown visits in order that optimum efficiency may be obtained and thereby reduce fuel consumption. Test results shall be given for "High" and "Low" settings where applicable.
* Test Equipment. All efficiency tests must be carried out using a Combustion Analyser giving O², CO, NOx, SO² and temperature measurements, complete with calculation and display of CO², efficiency, stack loss and excess air.

The Printer is to have pre-set date/time option incorporated.

A copy of the print out must be attached to the service sheet as well as the figures written on to the correct service sheet.

**Convector Heaters**

Examine each heater for its correct and efficient operation and on completion signed and dated label shall be affixed inside each heater cabinet. Tie on labels will not be acceptable.

Each fan convector shall be vacuumed and blow cleaned including the heater battery and all components shall be left thoroughly clean on completion. Industrial vacuum cleaners and blowers shall be used for cleaning purposes (dust sheets shall be used to prevent spread of dust particles). Where a heater units panel is inaccessible the Facilities Team (FT) must be notified by telephone – if no one is available then a message should be left with Reception on 01536 464280 and an e-mail sent to both the Facilities Manager and Principal Facilities Manager.

Where air filters are fitted, they shall be removed completely, washed and replaced.

All bearings and working parts shall be checked, examined for wear and necessary adjustments carried out. All items shall be checked to ensure the safe and efficient operation of the boiler

Where grease or oil points are provided the Supplier shall allow to apply the current lubrication to all bearings or motors or moving parts.

Check all room and frost thermostats and controls for satisfactory operation and leave set at 65°F or 18°C. Return air stats where set below 65°F or 18°C shall remain unaltered, where above 65°F or 18°C shall be reset at 65°F or 18°C. The Supplier will provide a log which details the temperature settings – 1 copy to be retained on site in the boiler house/boiler room.

On completion the Supplier will advise and instruct staff at the premises on the operation, maintenance and interim cleaning of the equipment.

All unit cases shall be repaired to ensure statutory compliance and efficient operation of the boiler.

All replacement parts shall be recorded on a label fixed within the heater cabinet showing the date of replacement and the name of the operative who dealt with the repair. The latter should be printed. This is to provide a log of individual equipment faults. The label should be of sufficient size to allow additions should parts be required at a later date.

Carry out an inspection of the heater case externally and internally to ensure all parts are adequately sealed to prevent air by-pass of the heater battery of excessive escape of air from the cabinet structure other than inlet and outlet registers.

**Pressurisation Unit**

Supplier to check closed valve pressure and pump capacity, mechanical seals, and renew parts to ensure the effective/efficient operation of the equipment. Remove and clean pressure reducing valve filter. Check/adjust pressure setting reducing valve. Check accumulator charging valve for tightness. Dismantle and clean suction non-return valve/filter. Report on general condition of unit. Please note this excludes Corby East Midlands International Pool.

**Electrical Controls**

Check setting of high and low pressure switches. Ensure they interrupt the control circuit. Ensure pressurisation unit contactor in control panel is operational (where applicable). Clean, lubricate and adjust make adjustments to ensure the effective/efficient operation of the equipment.

**Re-Commissioning**

Adjust all cushion pressure, pressure switch and pressure reducing valve settings to conform to above design information.

**Associated Heating Equipment**

Carry out visual inspection of hot water service storage cylinders, calorifiers, cold water feed tanks and repair any leaks in connection, inspection covers, gaskets, bolted heads, valves etc., and service in accordance with manufacturer’s guidance. Inspect all condense neutralisers and drains clean to ensure efficient and effective operation of the equipment, report on general condition annually.

Clean and adjust any local controls and vent to ensure the effective and efficient operation of the equipment.

Inspect all circulating pumps, bellows, check pump pressures, and running currents, service, adjust or repair to ensure the effective and efficient operation of the equipment, including checking and lubricating bearings, repacking glands, checking starter contacts, pump operation etc. Ensure pumps are properly fixed as appropriate and correctly aligned to avoid vibration. Please note the Cube, Deene House, Grosvenor House and Corby East Midlands International Pool are to be included in boiler shunt pump servicing only.

Replace any lubrication systems requiring total changes at intervals and grease and oil all motor parts to ensure the effective and efficient operation of the equipment.

Check drain cocks are operational and drainage points are clean and functioning.

Ensure that any guards and shields are properly located and fixed.

Check all motor mechanical parts, contracts, brushes, etc. and the operation of.

Check all cut-off switches and electrodes.

Check any immersion heaters, including supply leads and controls. Clean and repair to ensure the effective and efficient operation of the equipment, checking for signs of over-heating, malfunctions.

**Water Treatment**

Check correct properties of inhibitor within the heating system and top-up to ensure the effective and efficient operation of the equipment

**Quality Assurance Label**

When a boiler is serviced the Supplier shall cause a label to be firmly adhered to the outside of the boiler or burner and where possible a duplicate label inside the boiler casing giving the following information:

* Name of Supplier:
* Telephone Number:
* Date of Service:

**General Boiler House/Room Maintenance will Comply with the Following Procedure**

Any work that is required outside the confines of the gas contract must be instructed from the Facilities Management Team (FMT). Once this has been done, an order number can be issued for the work.

Work that requires a minor part to be replaced and costs that will be up to £500.00 will need to be approved by the FMT or if other departments have their own budgets and cost centres the FMT will still have to be contacted, this will allow the FMT to liaise with the owner of that budget.

Any work that is in excess of £500.00, the Supplier will inform the FMT outlining the full extent of the works.

When the Supplier identifies work of an emergency nature, the Supplier will inform the FMT verbally within 2 hours outlining the exact nature of the work and the impact the emergency work will have on the building (verbal communication will be followed up by an e-mail within 2 days). Either the Principal Facilities Manager or the Facilities Manager will liaise with the budget holder for a decision on how to proceed

Should a gas fired boiler need to be shut-down and disconnected from the system due to safety concerns, the required paperwork will be issued to the FMT within 2 working days. The Facilities Manager will be informed of the disconnection immediately.

Replacement parts shall be labelled with the date of replacement. This will assist in the validation/guarantee period of the replacement part.

All boiler houses/rooms will be kept locked & shut at all times. Only authorised personal shall be allowed access.

Recommendations for carrying out a “wet service” on boilers to maintain the efficiencies and life-span of the boilers is only required if the boiler water resistance is high. Should a boiler have large amounts of scale build up or magnetite deposit’s then the tell-tale signs would show well before a “wet service” requirement.

All contract and in-house personnel must have the appropriate “Gas Safe” certificates for undertaking work on gas fired appliances owned by The Council. A photocopy of the individuals “Gas Safe” identification and ACS qualifications obtained must be put on file. New personnel employed on the contract must have the correct certification as mentioned above issued to CBC prior to any work being undertaken. CBC reserve the right to see all certificates as detailed above on request.

Once the gas safety and maintenance has been carried out, a copy of the CP17/12 and CP15 shall be left on-site in the boiler house/room log book. A further copy shall be left with the occupier and a further copy sent to the Facilities Manager within 5 working days

Any appliance that has been upgraded or replaced shall have the required documentation filled in and sent to the Facilities Manager outlining what has taken place.

**Out of Hours / Call Out**

The Supplier will be required to provide an emergency call out service. Attendance on site will be within 2 hours of receiving the call.

1. **Technology, Systems and Management Techniques**

It is critical that all boilers are inspected to comply with current legislation.

Log books on-site must be up-to-date with current certificates and documentation at all times.

The Supplier must ensure that the Council has current Gas Safe certificates for all engineers prior to any work taking place.

Copies of all certificates for all properties must be emailed to the FMT, to enable them to demonstrate compliance at all times.

The gas maintenance contractor will email the Principal Facilities Manager 2 months prior to the date when the annual gas maintenance is due at each of the properties to enable the FMT to coordinate works with the building manager to ensure access and minimum disruption and ensure statutory compliance is maintained

1. **Data Management / General Data Protection Regulation (GDPR)**

Suppliers must ensure all personal data is handled / processed to ensure compliance with the GDPR regulations

The Supplier (hereafter referred to as the Processor within this Section) must provide the Council (hereafter referred to as the Controller within this Section) with the following information:-

* the subject matter of the processing;
* details of the duration of the processing;
* the nature and purpose of the processing;
* the type of personal data being processed;
* the categories of the data subjects;
* the obligations and the rights of the Controller;
* that the Processor acts on the documented instructions of the Controller;
* the requirement for the Processor to delete or return the personal data at the end of the provision of services;
* a requirement for the Processor to implement appropriate technical and organisational measures; and
* a right for the Controller to audit the Processor.

The Processor must:-

* + - * process the personal data only on the documented instructions of the Controller;
      * comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk);
      * ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
      * only appoint Sub-processors with the Controller’s prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for the Sub-processor’s compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements;
      * make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
      * assist the Controller in carrying out its obligations with regard to requests by data subjects to exercise their rights under [chapter III of the GDPR](http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32016R0679), noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front);
      * assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Processor;
      * assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Processor; and
      * notify the Controller without undue delay after becoming aware of a personal data breach.

1. **Monitoring Arrangements and Contract management**

The Council will provide the Supplier with an up-to-date asset list, detailing the date of the last inspection. The Supplier will undertake the annual gas inspections to ensure statutory compliance is maintained at all times.

The Supplier shall at all times ensure appropriate Risk Assessments and Method Statements are provided prior to any work being undertaken

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level

The Supplier shall cooperate in good faith with the Council to develop relevant performance measures for this Contract.

The metrics that are to be implemented to measure performance shall be developed and agreed between the Council and the Supplier. Such metrics shall be incorporated into the list of Performance Indicators set out in the Contract.

The ongoing progress and development of performance measures shall be reported through regular contract management meetings, which will take place at least monthly.

Performance Monitoring Reports must be completed (even where there are no transactions to report) and returned to the Council by the Reporting Date every Month during the contract term and thereafter, until all transactions relating to the contract have permanently ceased.

The Performance Monitoring Report should report (among other things) on the agreed list of Performance Measures during the Month to which it relates, regardless of when the work was actually completed. For example, if a repair is raised for October but the work was actually completed in September, the Supplier must report the repair in October's Performance Monitoring Report and not September's.

If the Supplier discovers any errors in any reported Management Information, it will inform the Council and provide corrections in the next Performance Monitoring Report.

The Supplier agrees to attend meetings with the Council in person to discuss the circumstances of any Failure(s) at the request of the Council If the Council requests such a meeting, the Supplier shall propose and document measures to ensure that any Failures are rectified and do not occur in the future.

The Supplier acknowledges that any Service Level Failure shall entitle the Council to the rights set out in this Section including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Council as a result of the Supplier’s failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Council detailing the level of service which was achieved in accordance with the requirements of this Specification and the associated Contract

A Service Credit shall be the Council’s exclusive financial remedy for a Service Level Failure except where:

* + 1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
    2. the Service Level Failure:

1. exceeds the relevant Service Level Threshold;
2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
3. results in the corruption or loss of any Government Data; and/or
4. results in the Council being required to make a compensation payment to one or more third parties; and/or
   * 1. the Council is otherwise entitled to or does terminate its Contract with the Supplier.

Not more than once in each Contract Year, the Council may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
2. the principal purpose of the change is to reflect changes in the Council's business requirements and/or priorities or to reflect changing industry standards; and
3. there is no change to the Service Credit Cap.
4. **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

* + 1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
    2. the Council shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this paragraph shall be without prejudice to the right of the Council to terminate this Contract and/or to claim damages from the Supplier for material Default.

Service Levels

1. If the level of performance of the Supplier:
2. is likely to or fails to meet any Service Level Performance Measure; or
3. is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
   1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
   2. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Council; and/or
   3. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Service Credits

1. The Council shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Section.
3. Annex A to Part A: Services Levels and Service Credits [The following are included by way of example only. Procurement-specific Service Levels should be incorporated
4. **Performance Monitoring and Review**

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Council with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Council with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

* + 1. Response to reactive/breakdown maintenance;
    2. Quality of planned preventative maintenance;
    3. Effectiveness of communication channels;
    4. Client relationship
    5. Level of innovation and proactivity
    6. Compliance with legislative requirements
    7. All engineers are gas safe registered
    8. Adherence to the budget
    9. Management of health and safety;
    10. Management of documentation and site operatives;
    11. Level of overall satisfaction.
    12. Engineers are professional, polite and courteous
    13. Commercially sensitive information is only discussed with the Facilities Management team
    14. Complaints are resolved in a professional and timely manner
    15. Supplier provided Risk assessments and method statements prior to any work commencing
    16. All work was undertaken safely and to a high standard; and
    17. such other details as the Council may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Council of the Performance Monitoring Reports. The Performance Review Meetings shall:

1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Council shall reasonably require;
2. be attended by the Supplier's Representative and the Council’s Representative; and
3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Council’s Representative and any other recipients agreed at the relevant meeting.

The Supplier shall ensure at least one (1) weeks’ notice is given of the date and time of the Performance Review Meeting and will communicate to all Parties if it is not possible to attend at the agreed time.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Council’s Representative at each meeting.

The Supplier shall provide to the Council such documentation as the Council may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

The Council may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Council shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

1. **Whole of Life Support**

Maintenance should be undertaken in accordance with manufacturer’s guidelines to ensure warranties are not jeopardised. Any new parts should be subject to the manufacturer’s warranty. Any recommendations for new equipment should ensure replacement parts are available for a minimum of 10 years from date of installation.

1. **Security**

Many of the Community Centres are devolved, therefore commercially sensitive information should only be discussed with the FMT who will liaise with the budget holders as appropriate.

1. **Training**

Full operational training will be provided to the Building Manager on the installation of new equipment.

1. **Implementation Criteria**

It is critical that all boiler inspections are undertaken in a timely manner to ensure they comply with statutory obligations.