

**Agreement**  
**incorporating the CIOB Facilities Management (2008) Contract**

Between

Rooftop Housing Association

and

Core Facilities Group Limited

**for the provision of Communal Cleaning**



DATE - LAST SIGNATURE

THIS AGREEMENT is made on the ...19th... day of ...April... 2023 ,

## BETWEEN

- (1) Rooftop Housing Association (27786R) whose address is at 70 High Street, Evesham, Worcestershire, WR11 4YD (the 'client'); and
- (2) Core Facilities Group Limited (Company Number 08533104) of/whose registered address is at Core House Goodridge Business Park, Goodridge Avenue, Gloucester, Gloucestershire, England, GL2 5EA (the 'service provider').

## BACKGROUND

The client is a member of the Fusion21 Members Consortium. Fusion21's Cleaning & Washroom Services Dynamic Purchasing System (DPS) (Contract Notice 2020/S 207-506379) (the DPS) commenced on 1st March 2021. The service provider was successfully awarded a place on the DPS with Fusion21 for Cleaning & Washroom Services.

The client carried out a further-competition with all of the suppliers on the DPS. The service provider submitted a proposal for the further-competition and following evaluation has been selected to provide the services.

## IT IS AGREED AS FOLLOWS:

### 1. Definitions and Interpretation

- 1.1 "Contract" means this agreement together with the CIOB Facilities Management Contract (2008) as published by The Chartered Institute of Building as modified by the amendments set out in Appendix 5 Schedule of amendments, and all such information and supplementary provisions as are provided in the contract schedules.
- 1.2 "Contract schedules" means any one of the contract schedules appended to this agreement, including but not limited to:
  - Appendix 1 Project & financial details
  - Appendix 2 The services
  - Appendix 3 Specification
  - Appendix 4 Price schedule
  - Appendix 5 Schedule of amendments
  - Appendix 6 (Annex A) - General Data Protection Regulations (GDPR)
  - Appendix 7 Social Value Obligations
  - Appendix 8 CIOB Facilities Management Contract
- 1.3 Terms for which no interpretation is provided in this contract shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.

### 2. The services

- 2.1 The client wishes to receive the services at the premises.





2.2 The service provider has agreed to provide the services on the terms and conditions set out in the contract.

### 3. Entire agreement

This contract is the entire agreement between the parties in relation to the service and supersedes all prior representations, arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

Signed by: ROBIN TOWNSEND.

Name: ROBIN TOWNSEND.

CFG SIGNATORY

Position: MANAGING DIRECTOR.

For and on behalf of Core Facilities Group Limited

Witnessed by:

Witness name: CHARLOTTE EASTERBROOK

Address:

Signed by:

Name: LISA NICHOLLS

Position: Executive Director  
of Operations

For and on behalf of Rooftop Housing Association

Witnessed by: Simon Jarvis

Witness name: Simon Jarvis

Address: 70 High Street

Evesham

WR11 4YD



# APPENDIX 1 Project and Financial Details

1. The client's representative is Melissa Bunn
2. The commencement date is 1<sup>st</sup> April 2023
3. The contract period 3 Years from the commencement date with an option to extend for a further 2+2 years [mutual discretion].
4. The annual fee is approximately £93,000.00 per annum as shown in the pricing schedule in Appendix 4.
5. The annual fee may be reviewed on each anniversary of the commencement date in proportion to the annual percentage increase (if any) in the Consumer Prices Index (All Items) prepared by the Office for National Statistics, unless this is insufficient to cover statutory increases such as national living wage, in which case the service provider shall provide calculations in good faith for the client to review (such calculations will not be unreasonably refused). The base date month for indexation shall be September. Intention to request a fee review must be made in writing at least 45 days before the contract anniversary.
6. The reimbursable expenses are:
  - a. Additional works/services (including overtime) requested by the client and agreed in advance.
7. The working hours are 8:00am to 6:00pm Monday to Friday, unless explicit approval has been given by the client.
8. The limit of the service provider's liability referred to in clause 3.4 is £2,500,000 for any one occurrence or series of occurrences arising out of any one event.
9. The premises are those sites listed in Appendix 4 Price schedule. Premises may be added or subtracted from this schedule based on the Clients business needs. Changes in premises cleaning requirements will be reflected in accordance to the submitted Price Schedule Appendix 4. Notification of changes will be provided by the Client allowing a minimum of 60 days' notice. The Supplier will provide to the Client within five days of receipt of the change request an estimate of the increase or reduction in the annual fee as referred to in clause 8.
10. The person referred to in clause 6.1 is Robin Townsend.
11. The level of indemnity referred to in clause 15.2 is £5,000,000 for any one occurrence or series of occurrences arising out of any one event.
12. The level of indemnity referred to in clause 15.3 is £500,000 for any one occurrence or series of occurrences arising out of any one event in aggregate in any one year.
13. The client maintains the following insurance policies as referred to in clause 16 in respect of the premises: (i) Building Insurance (ii) Public Liability.



14. The client's address for service is as follows:

Rooftop Housing Association, 70 High Street, Evesham, Worcestershire, WR11 4YD

15. The service provider's address for service is as follows:

Core Facilities Group Limited, Core House Goodridge Business Park, Goodridge Avenue,  
Gloucester, Gloucestershire, England, GL2 5EA



## APPENDIX 2 The services

1. Arrange, administer and manage the contract for the provision of Communal Cleaning at the premises.
2. Undertake all clerical and accounting functions which are required to administer the contract including the maintenance of such records as are necessary to achieve and demonstrate sound financial and operational control of the activities.
3. Arrange the purchase of all materials and supplies as may be required to perform the services in keeping with any purchasing procedures to be agreed with the client.
4. Provide a primary emergency call-out contact telephone number.
5. Provide communal cleaning services by undertaking the operational tasks and attendance requirements set out in Appendix 3 Specification. The specification is deemed to include any task or activity that may be implied as being necessary to provide the cleaning service, whether or not listed in the specification.
6. The Client recognises that reasonableness must be factored into the cleaning expectation in communal areas. This shall be based on the contracted time and frequency allocated to the individual properties as per the specification and the required standard of cleanliness at the end of each communal clean.
7. The Service Provider will perform regular monthly spot checks inclusive of date stamped photographs to ensure agreed standards are provided and can be evidenced on request by the Employer.
8. Securely store and manage access keys/fobs and codes relating to premises in this contract. Keys lost in The Services Providers care will be replaced at their cost.
9. Fulfilling the Social Value obligations set out in Appendix 7.





# APPENDIX 3 Specification

## Cleaning Specification Rooftop Housing

Rooftop Housing is responsible for the communal cleaning in circa 50 different blocks predominantly made up of general needs blocks but also including a variety of types of support housing schemes which have staff on site.

### General overview of cleaning requirements

This contract is primarily for the cleaning of the communal and office, bathrooms and kitchen areas at our general need's blocks and supported housing schemes. The areas that need to be cleaned at each scheme are likely to include but may not always:

- Communal kitchen(s)
- Communal lounge(s)
- Communal bathroom(s)
- Communal hallway(s)
- Communal Staircase(s)
- Communal laundry(s)
- Any office area(s)

The layout of each block / scheme is different. The details provided with this document give an overview of the properties that will require cleaning including the addresses, and frequency that they will require cleaning to take place. Potential service providers can be given the opportunity to visit the schemes if required, however this would be strictly by prior arrangement only.

### Toilets / bathrooms

- The service provider shall clean all surfaces of urinals together with cisterns, flush pipes and all fittings using an appropriate cloth brush/mop using a germicidal detergent (diluted as necessary). Rinse with clear water to leave a clean surface and dry wipe.
- The service provider shall clean the inside of the WC pans using a WC brush and germicidal detergent. Particular attention should be paid to the WC traps and flushing rims. Rinse with water to leave the pan in a clean condition.
- The service provider will use appropriate cleaning methods to ensure there is no build-up of limescale on WC pans or Urinals.
- The service provider shall clean the outside of the WC pans and the seats, cisterns and handles using appropriate cloth/mop, using germicidal detergent. Rinse off and give a dry wipe to leave a clean, dry surface. Particular attention must be given to the rear of the WC pan and the seat hinges.
- The service provider shall clean the surfaces and taps of wash basins including splash backs using appropriate cloths/brush using a germicidal detergent using sufficient pressure to assist the cleaning. Rinse off, damp wipe to leave a clean surface.
- The service provider shall clean all mirrors using appropriate cleaning material.
- The service provider shall spot clean doors, walls and cubicle partitions using detergent as necessary. Rinse off and wipe dry.
- The service provider will on a weekly basis fully clean down all doors, walls and cubicle partitions using a germicidal detergent, rinse off and damp wipe



- The service provider shall replenish toilet paper, paper towels, soap, etc., as necessary. As well as empty litter bins and dispose of litter as appropriate.
- The surface provider shall clean all external surfaces of towel and toilet paper dispensers with detergent, rinse, and wipe dry.

### **Sweep floors/ground surfaces**

- The Service Provider will use a broom to sweep floors and common hard surfaces leaving them clean. This should include all communal internal areas as well as external entrances / staircases.
- This Works Item is to include cleaning of all mats in the area being swept (including dust control mats, door entry mats and any other matting). Each mat is to be removed and cleaned outside the building and returned to its original position. Each mat well is to be cleaned and any litter disposed of.
- This Works Item is to include keeping clear all gully gratings in the area being swept. The Service Provider shall remove all deposits from each gully grating when a sweep is undertaken. At least twice a year (but more frequently if necessary) the Service Provider will remove each gully grating and clean the drain seat. No litter of any kind is to be put down the gullies.
- This Works Item is to include removal of all cobwebs from the part of the building swept regardless of where the cobwebs are located.
- Sweeping is required before mopping in all cases, the Service Provider must start from the top of the block, removing entrance mats and replacing after cleaning, working down and out of the block.
- All debris collected as a result of sweeping should be collected on each landing prior to moving down the stairs, debris must not be swept down the stairs from the above landing.

### **Vacuum**

- The Service Provider shall vacuum all floors and leave them clean to the Contract Standard. This includes for all matting (including dust control, door entry and any other matting) in the area being vacuumed.
- The Service Provider will remove all litter from each mat well and dispose of it.
- Each vacuum cleaner is to be regularly serviced and emptied to ensure efficient operation, noise and dust control.

### **Mop floors**

- The Service Provider shall use a clean mop appropriate to the surface.
- The Service Provider must display wet floor signs until the floor is dry, they must then be removed.
- It is also expected that any fouling or hazardous spillages in communal areas including toilets that is reported to the Service Provider or noticed by the Service Provider's staff will be cleaned up immediately during the normal working day at cost.
- The Service Provider will mop each designated surface using an approved cleaning solution.
- The water used for mopping should be replaced during carrying out activities on each floor, or as often as is required to ensure that the mop is cleaning the floor effectively, ensuring that all corners are cleaned during each attendance.
- Where it is not possible to mop underneath railings etc, the Service Provider must scrub by hand to ensure all areas are cleaned.



- The Service Provider will dry mop all surfaces to ensure the risk of slippages is minimized on completion.
- The Service Provider may be required to adapt the method for hard to clean surfaces but should always ensure that the finish is the best possible clean given the condition of the surface.
- Under no circumstances will more than one block be cleaned with the water and chemical mixture used in another block.

### **Dusting**

- The Service Provider shall dust all internal and external ledges and sills, railings, banisters handrails & Skirting's.
- The Service Provider should wipe clean any marks appearing on any of the items including but not limited to stair nosing's, kick plates, and any other internal or external surfaces subject to requirement.
- The Service Provider shall dust light fittings that are reachable from floor level.

### **Spot Clean Walls / Fixture and Fittings**

- The Service Provider shall in the normal course of their duties ensure that walls are kept free of marks, stains, scuff marks smears and dirt where these can be removed easily with an appropriate cleaning cloth and solution.
- The service provider will wipe clean any light switches, intercom systems or similar type fittings.

### **Lifts - Sweep**

- The Service Provider shall sweep lift cars using whatever method they deem necessary to leave lift cars, guide tracks and door openings free from all litter.

### **Lifts - Wash External Parts**

- The Service Provider shall wash all accessible external parts of each lift
- After completion, the Service Provider shall leave clean all outer door faces, frames surround, indicators, control panels, call buttons and an area of no less than one metre running parallel to each side and top of each edge of the lift door openings on each floor. The Service Provider will wipe dry all areas including corners with a lint free absorbent cloth.

### **Lifts - Wash Internal Parts**

- The Service Provider shall wash all internal parts of each lift car. At the completion of all inner door surfaces, walls, panels, ceilings and handrails including the selector/alarm control panels and any glazing/mirrors will be free from all streaks, smears, water runs, litter and fouling and be left clean.
- The Service Provider will wipe all areas dry with a lint free absorbent cloth.

### **Scrub Litter Bins/Dust Bins**

- The Service Provider will firstly empty all the litter bins/dust bins. The internal and external surfaces of both the bin container and sleeve are to be scrubbed. No damage to the container, sleeve, sign or notice affixed to such container will be permitted. The litter bin/dust bin, container and sleeve are to be dry wiped on completion.
- The Service Provider shall securely place a clean refuse sack in the litter bin on completion of this task.
- Bins are to be cleaned on a monthly basis unless they are particularly soiled in which case the bins should be cleaned on each visit.



### **Clean Bin Store**

- The Service Provider shall sweep floors, rinse and wipe walls and surfaces using a disinfectant cloth ensuring that the bin store is free of waste (save as for that contained within the bins) and in a clean condition.
- The Service Provider will ensure that any waste / litter in the bin store is bagged and removed to the bins. If the bins are full then the Service Provider will remove the bags and appropriately dispose of them.
- The Service Provider shall ensure upon cleaning the store that no excess water or waste is swept or washed out into the external parts of the chamber without a clear drain route being available.
- The Service Provider shall take all reasonable steps to ensure that odours emanating from the bin store are neutralised and limited.
- All bin stores will have a pressure washer clean once a year.
- All bins located within the bin store will be subject to an annual internal and external pressure washer clean.

### **Rotate and/or Move Refuse Containers**

- The Service Provider will be responsible for the rotations of refuse containers to ensure even filling of containers. Refuse containers may also be moved/rotated at the discretion and upon the instruction of the Contract Administrator.
- The Service Provider is to note that bin containers may change from time to time. In the event of this occurring the Service Provider may be required to change working practices accordingly.

### **Shampoo/Clean Carpets**

- The Service Provider shall employ extraction shampooing to each carpeted area (bonnet buffing is not acceptable.) At the completion of shampooing the carpet is to be left clean. This is to take place once per annum inclusive of the contract price.
- The Service Provider will only use appropriately trained staff for this task. Staff trained with The British Institute of Cleaning Science (BICSc) or equivalent would be advisable.
- The Service Provider will ensure there is no damage to the floor after treatment and if any repairs are required this will be at cost to the Service Provider.

### **Additional Services**

- The service provider will respond to ad hoc call outs to any of our locations across Worcestershire and Gloucestershire. This may be to complete one off cleans or respond to any specific cleaning request including bodily fluid type spillages.

### **Quality Standards**

Rooftop Housing places a high priority on the customer service, customer care, customer safety and good customer relations. To this end the service provider shall ensure that all cleaning is done in an efficient manner with the following standards been in place at all times:

- The communal cleaning should take place between the hours of 08:00 and 18:00 Monday to Friday, unless explicit approval has been given for a removal to be done outside of these hours.
- The Service Provider will be expected to ensure their staff are always dressed in an appropriate uniform whilst working in communal blocks and supported housing schemes.





- The service providers vehicles must not be driven or parked in such a way that they cause unnecessary or unreasonable obstruction to pedestrian or vehicular movement.
- The service providers employees must not make unreasonable noise when carrying out services.
- All gates / doors etc found closed on entry shall be left closed on completion of the service.
- The service providers employees shall conduct themselves at all times in a proper manner. They should show courtesy and consideration to our customers and the general public as well as Rooftop Housing staff.
- The service providers employees shall at all times exercise care in order to avoid damage to residents' property. The service provider will be responsible for all damage caused by their operations.

### **Performance Management**

The service provider shall complete a quarterly audit of all sites and have mechanisms in place to report back the findings to Rooftop Housing. Where the audits highlight standards below expectations the service provider will put an action plan in place to ensure that cleaning is improved with immediate effect.

The service provider should note that Rooftop Housing may wish to attend a number of these audits with the service provider.

### **Complaints**

Complaints about the service will generally be investigated by Rooftop Housing through its standard complaint's procedures. This will require liaison with the service provider. When requested, the service provider shall commence investigation of a complaint no later than 24 hours from the receipt of the complaint and provide a response within 3 working days. The service provide is deemed to have provided in its tender for all such investigations consequent upon the receipt of a complaint whether or not the investigations indicate a fault in the services or result in the need for remedial action.

### **Health and Safety Considerations**

The service provider shall always ensure that the services are carried out in a manner that does not endanger the health or safety of their employees, our customers, members of the public or Rooftop Housing employees.

The service providers staff should wear the required protective clothing and identification. The service provider must allow for carrying out all operations in a safe and professional manner, including the provision of warning signs etc where necessary in order to comply with current Health and Safety at Work legislation and relevant Law.

The service provider shall devise and operate their own routine, representative and validated Health and Safety control system to ensure that all the contract standards are being complied with and that the provision of the services is in a manner which will enhance the public's perception of Rooftop Housing Association.

Should Rooftop Housing at any time not be satisfied with the standard or manner of service provision, we shall take such remedial steps to rectify any deficiency at once. Rooftop Housing shall have the right to suspend immediately any operation of the service provider that is considered to be dangerous. This could be by direct verbal direction to the service providers employees. Such instruction to be confirmed electronically to the service provider as soon as possible.



The Service Provider will be responsible for providing all appropriate cleaning equipment and chemicals. We would also require copies of the service providers risk assessments, method statements and COSHH documentation.

### **Third Party Injury/Damage to Property**

The service provider shall take all necessary precautions when carrying out the services of this contract, to avoid causing damage to anything.

Any damage caused by the service provider shall be brought to the attention of the Rooftop Housing immediately and shall subsequently be replaced or made good by and entirely at the expense of the service provider. The service provider should ensure their operations do not interrupt the free passage of customers living in properties. The service provider will deal with and be responsible for all aspects of any claims made in respect of alleged injury, damage etc, caused by its vehicles or employees and must be fully insured in this respect.



Insert new clauses:

- 4.1** The Service Provider will adhere to the following rectification periods for any missed cleans.

- I. For monthly cleaning, rectification within 7 days;
- II. Bi-weekly cleaning, rectification within 48 hours;
- III. Weekly cleans, within 48 hours.

The Service Provider will notify The Client of a missed clean within 12 hours. Missed cleaning and/or failure to follow the procedure 4.1 and/or 4.2 will result in withholding of payment by The Client.

- 4.2** The Service Provider must contact The Clients nominated person immediately in the event of a 'No Access' situation which prevents The Service Provider from entering a premises to perform duties at no fault of The Service Provider.

If a clean is missed due to 'No Access' the cost incurred to The Service Provider will be charged as agreed and additional charge will be made for rescheduled clean if required and approved by The Client.

- 17.1.6** by the client with immediate effect if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply;

- 17.1.7** by the client giving the service provider 15 working days' written notice where there is a failure of the service provider or any sub-contractor to comply with all applicable anti-slavery and human trafficking legislation including but not limited to the Modern Slavery Act 2015;

- 17.1.8** by the client with immediate effect if service provider fails to maintain the following insurances to the levels stated:

- (i) Employer's Liability Insurance £10m
- (ii) Public Liability Insurance £5m

- 18.7** Divisibility clause –

The Core Facilities Group Limited refer to all goods to be supplied by us from time to time. We hereby confirm that each delivery of services made to you shall be divisible and:

- (i) shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and shall be payable to the Company in full without deduction or set off in accordance with the terms of payment.



# APPENDIX 4 Price Schedule



Document Complete for Submission?

OK

## Section 1 Routine Communal Cleaning

PLEASE NOTE: Bidders are being asked to complete a cost per square meter to price this contract (Cell D9). The quantities in column G (indicative Quantity All Floors (m2)) should not be considered accurate and may vary. As such, Bidders should use the site visits to assess any deviations from the areas stated. The basis of your bid is the price in column H (Price Per Clean) which shall be considered a 'lump sum' fixed cost for the site (regardless of if the GIFA turns out to be different to that stated). Any additional sites added not in the contract and not stated here will be costed on the basis of Cell D9.

Item	Description	Per m2	Carpet Cleaning
Please insert a price per square meter (m2) per visit to clean in accordance with the specification. Your price must include all costs necessary, including but not limited to: <ul style="list-style-type: none"> <li>● Cleaning equipment and materials to complete the appropriate cleaning tasks</li> <li>● Transportation</li> <li>● All direct and indirect overheads</li> <li>● Profit</li> <li>● Fusion21 Management Fee (3.5%)</li> </ul>			
A	Band A - Sites under 50m2	£	0.65 £ 0.30
B	Band B - Sites 50m2 and over	£	0.40 £ 3.00

Code	Site	Address	Postcode	Flooring	No Floors	Indicative Quantity All Floors (m2)	Price Per Clean	Frequency Per Annum	Price Per Annum (inc. OHS)	Price Carpet Clean	Notes 1	Notes 2
1	10/11/12/13 Bridge St Worcester	Bridge Street Worcester WR1 3NG	WR1 3NG	Carpet	4/5 (multiple floors)	175.5	£ 71.55	12	£ 859.51	£ 356.52		
2	5-23 Bymark Lane	Bymark Lane 1 to 7 Dursley GL11 4PA	GL11 4PA	Carpet	2/3 floor & 1st floor	125.0	£ 86.40	12	£ 1,036.80	£ 846.00		
3	123 High St Exeter	123 High Street Exeter EX1 4ED	EX1 4ED	Carpet	3	46.4	£ 30.16	12	£ 1,389.12	£ 162.40		Notes 1 Page 2025
4	13 Port Street	Port Street Exeter EX1 1JD	EX1 1JD	Vinyl	2	10.1	£ 19.05	12	£ 186.55	£ 125.25		
5	14-18 Dean Court	Dean Way Bishops Cleeve Chesham GL52 8DW	GL52 8DW	Carpet	3	51.9	£ 20.74	12	£ 2,488.88	£ 195.25		
6	2-4 Bland Way	Bland Way Underdon WR7 4PF	WR7 4PF	Carpet	2	36.5	£ 13.89	4	£ 39.45	£ 126.63		
7	26/31 Lantins Avenue	26 to 31 Otterham Exeter EX1 5RD	EX1 5RD	Vinyl	2	17.5	£ 17.38	12	£ 214.56	£ 146.75		Notes 1
8	42-51 Greenacre Way	Greenacre Way Bishops Cleeve Chesham GL52 8DQ	GL52 8DQ	Carpet	3	41.5	£ 17.36	12	£ 357.13	£ 146.75		
9	14-20 Bales Crescent	Bales Crescent Underdon WR7 4EG	WR7 4EG	Carpet	1	16.5	£ 13.80	4	£ 54.11	£ 126.63		
10	70 Weston Rd	Weston Road Gloucester GL1 3BH	GL1 3BH	Carpet	3	100.0	£ 23.00	12	£ 2,364.00	£ 240.00		
11	5-25 Lower Priest Lane Fernham	Lower Priest Lane Fernham WR10 1DN	WR10 1DN	Carpet	3	97.2	£ 24.10	12	£ 2,349.12	£ 225.72		
12	55-59 & 107 & 108 Landon Crescent	Landon Crescent Exeter EX1 3JS	EX1 3JS	Carpet	4	127.6	£ 16.78	4	£ 857.12	£ 50.37		
13	Albion Street	Albion Street Gloucester GL1 1UE	GL1 1UE	Carpet	3	39.0	£ 19.30	12	£ 2,904.00	£ 196.50		
14	Albion House Exeter	23 to 25 Mill Street Exeter EX1 4PP	EX1 4PP	Carpet	4	96.7	£ 39.47	25	£ 1,046.27	£ 296.04		
15	Barnhill House 2-4	2 to 4 Wellington Street Gloucester GL1 1BA	GL1 1BA	Carpet	4	67.0	£ 26.00	12	£ 312.00	£ 195.00		
16	Barnwood Rd	Barnwood Road Gloucester GL1 3PH	GL1 3PH	Carpet	3	81.0	£ 32.40	12	£ 388.80	£ 243.00		
17	Block 1, 2 and 3 Landstep Court	Landstep Road Gloucester GL1 4PJ	GL1 4PJ	Carpet	3	309.0	£ 123.60	12	£ 1,483.20	£ 927.00		
18	Block 1, 2 and 3 Landstep Court	25-30 22-25 Bostonsfield Close Exeter EX1 2JZ	EX1 2JZ	Carpet	2	48.5	£ 31.55	12	£ 378.30	£ 169.75		Notes 1





APPENDIX 4 Price Schedule

19	Benson Lodge Office	Township G10 T19	G10 T19	Cement (Minor amount of vinyl)	1	21.1	£	13.69	4	£	54.76	£	73.71		
20	Butterworth House Entrance	W11 Street Entrance W11.48P	W11.48P	Cement	4	42.0	£	23.97	26	£	673.32	£	139.86		Key for electric (on leaving in morning)
21	Carpenter House	Carpenter House Northern Street Gloucester G11	G11.39E	Cement / Vinyl	4	254.0	£	117.60	12	£	1,411.10	£	441.00		
22	Charles Cooks Farmhouse	Charles Cooks Farmhouse W18.0 T18	W18.28E	Cement	2	42.1	£	29.30	4	£	117.18	£	147.72		Key for electric
23	Charles Cooks Farmhouse	Charles Cooks Farmhouse W18.0 T18	W18.48E	Cement	2	277.9	£	103.18	11	£	1,128.11	£	773.81		Key for electric
24	Cow Street	Cow Street 34 to 38 Entrance W11.49P	W11.49P	Cement	2	16.9	£	10.97	6	£	65.79	£	59.02		
25	Church Court	Church Street Entrance W11.49P	W11.49E	Cement	4	47.8	£	30.93	11	£	371.20	£	166.47		
26	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	2.3	134.3	£	78.11	26	£	2,050.51	£	454.84		Key for electric
27	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	133.0	£	33.20	11	£	631.40	£	399.00		
28	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	47.8	£	30.97	26	£	798.54	£	312.41		Key for electric
29	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	114.1	£	44.47	11	£	445.02	£	245.16		Key for electric
30	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	85.1	£	32.82	11	£	413.27	£	245.16		
31	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	3	212.0	£	48.40	123	£	7,402.10	£	181.50		8 hour weekly Tuesday, Wednesday and Friday
32	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	4	205.0	£	82.00	123	£	11,546.00	£	307.50		8 hour weekly Monday, Wednesday and Friday
33	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	4	107.8	£	43.12	11	£	517.35	£			
34	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Concrete	4	221.9	£	100.76	11	£	1,209.07	£	377.84		For electric key for electric on 702 10045
35	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl (Minor amount of concrete)	2	14.1	£	9.18	11	£	110.11	£	14.73		
36	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	1.01	143.0	£	57.20	11	£	626.40	£	429.00		
37	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	3	113.0	£	46.00	123	£	7,036.00	£	172.50		4 hour weekly Monday, Tuesday and Friday
38	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	2	148.0	£	29.20	123	£	9,027.60	£	222.00		8 hour weekly Monday, Wednesday and Friday
39	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	25.0	£	32.40	11	£	268.80	£	168.00		
40	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	47.7	£	31.00	6	£	189.99	£			
41	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	80.0	£	24.00	11	£	288.00	£			
42	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	47.8	£	31.10	26	£	808.50	£			
43	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Concrete	3	263.7	£	103.47	21	£	1,379.07	£	392.11		
44	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	201.1	£	80.48	6	£	482.76	£	603.48		
45	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	16.0	£	10.40	11	£	114.80	£	149.46		
46	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	2	93.7	£	39.86	11	£	428.92	£	149.46		
47	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	2	11.1	£	10.60	11	£	127.20	£	154.52		
48	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	144.0	£	27.60	123	£	832.80	£			8 hour weekly Monday, Tuesday and Thursday
49	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement / Vinyl	3	218.0	£	33.62	11	£	218.50	£	83.52		
50	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	1	11.0	£	7.80	102	£	759.80	£	42.00		1.5 hour weekly Tuesday and Friday
51	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	2	910.0	£	364.00	11	£	4,384.00	£	1,791.00		
52	Church Farm	Church Farm 34 to 38 Entrance W11.49P	W11.49E	Cement	3	80.7	£	32.28	6	£	193.70	£	242.13		
											£ 76,855.58	£	14,020.00		

Section 2 Additional Cleaning

Item	Description	Per Hour	Quantity For Evaluation	Price For Evaluation
C	Additional 250cc street cleaning upon client request. Month 9:00-17:00 excluding Bank Holidays. Quantity for evaluation is not guaranteed.	£ 18.65	71	£ 1,323.75

\*Minimum charge/cost-out for the regular cleaning of £260.00 per call-out for up to one hour, then the £18.65 per hour thereafter.  
\*\*£65.00 per call-out and up to one hour for specialist cleaning (heavy plastic, stone, asbestos etc.) £35.00 per hour thereafter.

Total Price £ 92,875.85  
Per Annum.



## **APPENDIX 5 Schedule of amendments**

Delete/omit the following clauses in their entirety:

- 1.1.2**
- 1.1.12**
- 1.1.17**
- 3.5.1**
- 3.5.2**
- 3.5.3**
- 9.1.3**
- 9.1.4**
- 10.1.4**
- 10.1.5**

Omit the following wording from the clause stated:

- 8.2.1** ["Facilities costs and administration fee"]
- 8.5** [The client shall meet any additional facilities costs arising from such change and shall pay the service provider the administration fee thereon].
- 9.** [, FACILITIES COSTS, AND ADMINISTRATION FEE]
- 9.2** [and the administration fee]
- 9.5** [the facilities costs and the administration fee]
- 10.4** [and the administration fee]

Retain the following clauses and any wording that is square bracketed:

- 1.1.11** "EIR means the Environmental Information Regulations 2004.
- 1.1.13** "FOIA" means the Freedom of Information Act 2000.
- 17.1.5** by the client with immediate effect pursuant to Clause 21.2;
- 21.** Retain 21.1 through 21.6.6.

Insert into the following clauses the wording stated:

- 8.1** Notification of changes will be provided by the Client allowing a minimum of 60 days' notice. The Supplier will provide to the Client within five days of receipt of the change request an estimate of the increase or reduction in the annual fee.
- 10.8** 5%



# APPENDIX 6 - Annex A - General Data Protection Regulations (GDPR)

## Annex A - Part 1 – Supplementary Terms and Conditions General Data Protection Regulations (UK GDPR)

*[Note: This Annex is based on the Procurement Policy Note PPN 03/22 produced by the Crown Commercial Service in November 2022.]*

**Agreement** means the Contract as defined in section 1. Definitions and Interpretation.

**Customer** means the Client. **Contractor** means the Service Provider.

**Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply.

**Processor Personnel:** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

### GDPR CLAUSE DEFINITIONS:

**Data Protection Legislation:** (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

**Data Protection Impact Assessment:** an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the UK GDPR.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.

**DPA 2018:** Data Protection Act 2018



**UK GDPR:** the UK General Data Protection Regulation

**Joint Controllers:** takes the meaning given in Article 26 of the UK GDPR

**Law Enforcement Processing:** processing under Part 3 of the DPA 2018.

**Protective Measures:** appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex B (Security).

**Sub-processor:** any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

## 1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Annex A – Part 2 by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- a) a systematic description of the envisaged processing operations and the purpose of the processing;
- b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process that Personal Data only in accordance with Annex A Part 2 unless the Processor is required to do otherwise by Law. If it is so required, the Processor





- shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a Data Loss Event;
    - iii. state of technological development; and
    - iv. cost of implementing any measures;
  - c) ensure that:
    - i. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex A Part 2);
    - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - A) are aware of and comply with the Processor's duties under this clause;
      - B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
      - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
      - D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - i. the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
    - ii. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
    - iii. the Data Subject has enforceable rights and effective legal remedies;
    - iv. the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - v. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.



1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- a) receives a Data Subject Request (or purported Data Subject Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:

- a) the Controller with full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
- c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Controller following any Data Loss Event;
- e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- a) the Controller determines that the processing is not occasional;
- b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.



1.10 Each Party shall designate its own data protection officer if required by Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- a) notify the Controller in writing of the intended Sub-processor and processing;
- b) obtain the written consent of the Controller;
- c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1.11 such that they apply to the Sub-processor; and
- d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Annex A - Part 2: Schedule of Processing, Personal Data and Data Subjects**

*[This example table must be reviewed and amended by the Controller (Employer) before the contract is finalised.]*

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the Processing	The processing is necessary for the proper performance of the Agreement.
Duration of the processing	Processing may take place from contract commencement to 6 years following contract termination.



Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>For the purpose of:</p> <ul style="list-style-type: none"> <li>• Performing the works/services and resolving any issues.</li> <li>• Enabling work/service to be provided as efficiently and effectively as possible.</li> <li>• Ensuring the security and safety of all involved.</li> <li>• Managing the overall program.</li> <li>• Statutory obligations.</li> <li>• Enabling the Customer to manage its premises.</li> <li>• Safeguarding issues.</li> <li>• Supporting the equality and diversity needs.</li> </ul>
Type of Personal Data being Processed	<p>Person identifiers</p> <ul style="list-style-type: none"> <li>• Names</li> <li>• Occupation</li> <li>• Contact details (inc phone numbers and Email addresses)</li> <li>• Location data (inc address, UPRN)</li> <li>• Language</li> <li>• Religion</li> <li>• Health data (where relevant to the works)</li> <li>• Carers, guardians, powers or attorney, next of kin</li> <li>• Warning flags</li> <li>• TUPE Employee Liability Information</li> </ul>
Categories of Data Subject	<p>The Customer's Customers (e.g. tenants, etc)</p> <ul style="list-style-type: none"> <li>• The Customer's Staff</li> <li>• The Customer's Suppliers and Agents</li> <li>• Volunteers</li> </ul>
International transfers and legal gateway	<p>Personal Data may only be stored or accessed within the United Kingdom.</p>
Plan for return and destruction of the data once the processing is complete	<p>All Personal Data shall be destroyed at the latter of:</p> <ol style="list-style-type: none"> <li>i) 6 years following contract termination; or</li> <li>ii) a statutory retention period, where there is a statutory retention period for the Personal Data (whether for the Controller or for the Processor).</li> </ol> <p>This does not prevent the Controller requiring Personal Data to be returned and/or destroyed at any time prior to this.</p>





	<p>Destruction of Personal Data includes all electronic and paper copies, including back-ups.</p> <p>Upon request from the Controller, the Processor must provide a written declaration that all Personal Data has been destroyed.</p>
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## Annex B: Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR.

The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient 'flow-down' of legislative and regulatory obligations to any third party Sub-processors.

**External Certifications e.g.** Buyers should ensure that Suppliers hold at least Cyber Essentials Plus certification and ISO 27001:2013 certification if proportionate to the service being procured.

**Risk Assessment e.g.** Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

**Security Classification of Information e.g.** If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

### End User Devices e.g.

- The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

**Testing e.g.** The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.



**Networking e.g.** The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

**Personnel Security e.g.** All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required to implement additional security vetting for some roles.

**Identity, Authentication and Access Control e.g.** The supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The supplier must retain records of access to the physical sites and to the service.

**Data Destruction/Deletion e.g.** The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

**Audit and Protective Monitoring e.g.** The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

**Location of Authority/Buyer Data e.g.** The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

**Vulnerabilities and Corrective Action e.g.** Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

**Secure Architecture e.g.** Suppliers should design the service in accordance with:

- NCSC "Security Design Principles for Digital Services"
- NCSC "Bulk Data Principles"
- NSCS "Cloud Security Principles"



# APPENDIX 7 Social value obligations

Please select the relevant outcome Theme	Please select the relevant Social Value Outcome	Unit of measure for the outcome	Quantity for use when UOM is people or number. Value for use when UOM is £	Number of Social Value credits generated by activity
Theme	Outcome	UOM	Quantity / Value	Credits
Career advice and mentoring	Mentoring at school	Days	1	5
Wider social value support to local community	Donation (money)	£	1000	10
Wider social value support to local community	Donation (money)	£	500	5
Training	Accredited training	people	3	30
Training	Non-accredited training	People	3	15



## **APPENDIX 8 CIOB Facilities Management Contract**









## KPI Definitions

<b>1</b>	<b>Incidents: Accidents and near misses</b>
Purpose	To ensure safety and to monitor trends in order to mitigate against possible future issues
Definition	How many accidents (including RIDDORs) and near misses took place during the month
Method	Number of accidents recorded + Number of near misses recorded
Example	e.g. 1 + 0 = 1
<b>2</b>	<b>Risk assessments: Up-to-date</b>
Purpose	To ensure safety by ensuring risk assessments are regularly reviewed
Definition	For all risk assessment associated with the contract/works/service, excepting building related risk assessments (FRA, LRA, COSHH etc), on the first working day of the month, are the risk assessments in date?
Method	Number of risk assessments within their review date ÷ Total number of risk assessments associated with the contract
Example	e.g. 35 / 36 = 97%
<b>3</b>	<b>Resourcing: Cleaning hours fulfilled</b>
Purpose	To ensure service is being delivered and that all sites/locations adequately resourced with adequate capacity absence cover.
Definition	What was the actual number of hours worked by staff in the month compared to the number of hours identified in the agreed Contractor's proposal and service delivery plans. The 'Planned Hours' should be the number taken after an allowance for annual leave has been accounted for. 'Actual cleaning hours worked' shall be taken for the Contractor's time & attendance system
Method	Actual cleaning hours worked ÷ Planned hours
Example	The service delivery plan states 650 hours per month are required. 625 hours were recorded as worked. e.g. 625/650 = 96%
<b>4</b>	<b>Recruitment: Current vacancies</b>
Purpose	To monitor the Contractor's ability to fulfil the contract
Definition	At the end of the first working day in the month how many vacancies were there? Vacancies being positions the Contractor intends to fill but for which an individual has not started (expressed as a number of full-time equivalents).
Method	Number of vacancies
Example	e.g. 2.5
<b>5</b>	<b>Support &amp; supervision: Cleaner to supervisor ratio</b>
Purpose	To ensure staff have the correct support, effective communication, issues are managed locally and that standards are maintained
Definition	On the first working day of the month what is the ratio of cleaners to supervisors. Supervisors include 'working' and 'non-working' supervisors, i.e. anyone with the word Senior, Supervisor, or Manager in their job title (or similar).
Method	Number of cleaners ÷ Number of Supervisors
Example	e.g. 39 / 4 = 9.75 cleaners per supervisor
<b>6</b>	<b>Training: Personnel with training up-to-date</b>
Purpose	To ensure staff have the correct training and qualifications to do their job
Definition	On the first working day of the month and based on the Contractor's training matrix for all personnel working directly on the contract (i.e. included within Prime Cost rather than Contract Fee), what percentage do not have any outstanding training requirements. Where the Contractor may outsource roles, any individual spending more than 50% of their working time assigned to the contract must be included in this KPI
Method	Number of personnel up-to-date with 'Mandatory' training for their role ÷ Total number of personnel assigned to the contract
Example	e.g. 21 / 22 = 95%
<b>7</b>	<b>Stock control: Items out-of-stock</b>
Purpose	To ensure stock is being replenished and is available for cleaners to be able to carry out their job
Definition	How many occurrences of cleaning products or materials being out of stock occurred within the month. An occurrence is measured as request for an individual item for an individual cleaner that is not fulfilled within 1 working day
Method	Number of items requested and not provided within 1 working day ÷ Number of items requested
Example	e.g. 6/76 = 8%
<b>8</b>	<b>Reactive jobs: completed on time</b>
Purpose	To ensure service is being delivered as contracted and within the contracted timeframes
Definition	The percentage of all responsive jobs recorded in CAFM that have been completed in the month within the specified timeframe assigned to the job.
Method	Number of jobs completed in target ÷ Total number of jobs logged
Example	15 reactive jobs were logged. 13 were completed within target. 13 / 15 = 87%
<b>9</b>	<b>Audits: % of required audits carried out</b>
Purpose	To ensure service is being consistently delivered as contracted and to the required standards.
Definition	What proportion of the audits that should have been conducted in the month were carried out? Member and supplier to agree method for auditing and the number to be conducted each month.
Method	Number of audits carried out ÷ Number of audits required

Example	e.g. 19/25=76%
<b>10</b>	<b>Reports: Operational reports produced on time</b>
Purpose	To ensure up-to-date management information is available for the contract to allow effective and timely performance monitoring, management and to allow for informed discussions and decision making
Definition	For the month, was the information required to be produced by the Supplier issued within the agreed timeframes? Including: Monthly report, job status report/dashboard/these KPIs/Date stamped completion photographs/application for payment
Method	For the month, was the information required to be produced by the Supplier issued within the agreed timeframes?
Example	Yes/No
<b>11</b>	<b>Complaints: Not resolved on time</b>
Purpose	To ensure that complaints are discussed and handled promptly
Definition	The number of complaints unresolved within 5 working days. Where 'Complaints Received' is the total number of complaints received in the month that are attributed to / the responsibility of the Contractor/Service Provider rather than the Employer/Client. 'Complaints Closed on Time' is the number of complaints from the Complaints Received that were resolved within 5 working days of having been reported.
Method	Complaints Received - Complaints Closed on Time
Example	5 - 4 = 1
<b>12</b>	<b>Customer satisfaction: Survey response rate</b>
Purpose	To ensure that customer satisfaction is being monitored and that customers views and perceptions are accurately represented
Definition	Member and supplier agree the method/process for issuing surveys/soliciting feedback and the questions to be asked. Of the surveys issued in the month, how many were returned?
Method	Number of surveys returned ÷ Number of surveys issued in the month
Example	e.g. 212/250= 85%
<b>13</b>	<b>Customer satisfaction: Net Promoter Score</b>
Purpose	To monitor customer satisfaction and therefore quality of service/work
Definition	The Net Promoter Score (NPS) is calculated based on responses to a single question (on a scale of 0 to 10): How likely is it that you would recommend the Contractor/Service Provider to a friend or colleague? Due to expected sample rates this shall be cumulative based on surveys received YTD
Method	Scores of 9 and 10 are called Promoters. Score of 0 to 6 are labelled Detractors. The Net Promoter Score is calculated by subtracting the percentage of customers who are Detractors from the percentage of customers who are Promoters. For purposes of calculating a Net Promoter Score, Passives count toward the total number of respondents, thus decreasing the percentage of detractors and promoters and pushing the net score toward 0. e.g. (Promoters ÷ Total No. of Responses) - (Detractors ÷ Total No. of Responses)
Example	Ten surveys were received in total. Five people scored a 9 or 10. Two people scored a 0, 2, 3, 4, 5, or a 6. 2 ÷ 10 = 20% were Detractors 5 ÷ 10 = 50% were Promoters Promoters (50%) - Detractors (20%) = NPS of 30