

# **Form of Agreement incorporating the NEC4 Facilities Management Contract June 2021**

## **Option A: Priced Contract with Price List**

between

(1) **The Secretary of State for Work and  
Pensions**

and

(2) **ISS Mediclean Limited**

for the provision of Total Facilities Management  
Services

Dated:

<b>Order No.</b>	<b>Table of Contents</b>
1.	<b>The Form of Agreementt</b>
2.	<b>The Contract Data: Part One and Part Two</b>
3.	<b>Option Z: additional conditions of contract</b>
4.	<b>Contract Schedule 1: Definitions</b>
5.	<b>Contract: Schedule 2: Scope (based on RM6232 COSC 20)</b>
6.	<b>Contract Schedule 3: Pricing Details (based on RM6232 COSC5)</b>
7.	<b>Contract Schedule 4: Service Order and Projects (based on RM6232 COSC25)</b>
8.	<b>Contract Schedule 5: Price List</b>
9.	<b>Contract Schedule 6: Key Performance Indicators (based on RM6232 COSC 14)</b>
10.	<b>Contract Schedule 7: Mobilisation Services (based on RM6232 COSC 13)</b>
11.	<b>Contract Schedule 8: Financial Difficulties (based on RM6232 JS7)</b>
12.	<b>Contract Schedule 9: Continuous Improvement (based on RM6232 COSC 3)</b>
13.	<b>Contract Schedule 10: Benchmarking (based on RM6232 COSC 16)</b>
14.	<b>Contract Schedule 11: Gainshare</b>
15.	<b>Contract Schedule 12: Staff Transfer (based on RM6232)</b>
16.	<b>Contract Schedule 13: TUPE Surcharge (based on RM6232 COSC 28)</b>
17.	<b>Contract Schedule 14: Redundancy Surcharge (based on RM6232 COSC 29)</b>
18.	<b>Contract Schedule 15: Governance (based on RM6232 COSC 15)</b>
19.	<b>Contract Schedule 16: Processing Data (based on RM6232 JS 11)</b>
20.	<b>Contract Schedule 17: ICT Services (based on (based on RM6232 COSC 6)</b>
21.	<b>Contract Schedule 18: Security (based on RM6232 COSC 9)</b>
22.	<b>Contract Schedule 19: Background Checks (based on RM6232 COSC 18)</b>
23.	<b>Contract Schedule 20: Accessed Contract and Construction Contracts (based on RM6232 COSC 27)</b>
24.	<b>Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)</b>
25.	<b>Contract Schedule 22: Exit Management (based on RM6232 COSC 10)</b>
26.	<b>Contract Schedule 23: Business Continuity and Recovery (based on RM6232 COSC 8)</b>
27.	<b>Contract Schedule 24: Transparency Reports (based on RM6232 COSC 1)</b>



- 28. Contract Schedule 25: Supply Chain Visibility (based on RM6232 JS12)**
- 29. Contract Schedule 26: Supplier's Furnished Terms (based on RM6232 COSC24)**
- 30. Contract Schedule 27: Rectification Plan (based on RM6232 JS10)**
- 31. Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**
- 32. Contract Schedule 29: Collateral Warranty (based on RM6232 COSC 31)**
- 33. Contract Schedule 30: Client Policies**
- 34. Contract Schedule 31: The *Service Provider's* tender**

This contract is made the                      day of                      2024.

**Between:**

- (1) The **Secretary of State for Work and Pensions** of Caxton House, Tothill Street, London, SW1H 9NA acting as part of the Crown (the “**Client**”); and
- (2) **ISS Mediclean Limited** (Company no. 01659837) whose registered office is at Velocity 1 Brooklands Drive, Brooklands, Weybridge, Surrey KT13 0SL (the “**Service Provider**”).

together, the “**Parties**”

**Background**

- i. The Minister for the Cabinet Office (the “**Cabinet Office**”) as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (“**CCS**”), established a framework for facilities management and workplace services for the benefit of public sector bodies.
- ii. The *Service Provider* was appointed to the framework (with reference number RM6232) and executed a framework award form which is dated 09 June 2022 (the “**Framework Contract**”).
- iii. On 09 August 2023, the *Client* invited the *Service Provider* along with other framework suppliers to tender for the *Client*’s total facilities management service requirements in accordance with the Call-Off Procedure (as defined in the Framework Contract).
- iv. On 07 December 2023, the *Service Provider* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- v. The *Service Provider* has agreed to perform the *service* in accordance with this contract and the Framework Contract.
- vi. The Framework Contract sets out an Order Form Template (as defined in the Framework Contract) which the Parties may complete in order to form a Call-Off Contract (as defined in the Framework Contract).
- vii. The Framework Contract permits the *Client* to make changes to the Order Form Template and to amend the Call Off Schedules to the extent it is permitted to under the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015) (as the context requires). It also permits the Parties to enter into a Call-Off Contract by the *Client* issuing equivalent information to that contained in the Order Form Template.
- viii. This agreement contains equivalent information to that contained in the Order Form Template and constitutes an Order Form and Call-Off Contract for the purposes of the Framework Contract.

**It is agreed as follows:**

**1 The Framework Contract**

- 1.1 The Supplier complies with its obligations to CCS under the Framework Contract in so far as they relate to the contract made under this agreement.

## 2 The contract

2.1 This contract for the *services* comprises the Contract Data and *conditions of contract* of the NEC4 Facilities Management Contract June 2021 and is supplemented and amended by:

- 2.1.1 NEC amendments dated January 2023;
- 2.1.2 amendments to the Contract Data;
- 2.1.3 the *additional conditions of contract*,
- 2.1.4 information and supplementary provisions provided in the Contract Schedules to the contract; and
- 2.1.5 the *Service Provider's* tender.

2.2 The "Contract Schedules" means any one or all of the contract schedules appended to this contract.

## 3 Priority of documents

3.1 If there is any ambiguity or inconsistency in or between the documents comprising this contract, they shall be read and construed in accordance with the following sequence of priority:

- 3.1.1 this Form of Agreement;
- 3.1.2 the completed Contract Data Parts One and Two;
- 3.1.3 the *additional conditions of contract*;
- 3.1.4 the *conditions of contract* with January 2023 amendments;
- 3.1.5 the definitions in Contract Schedule 1 (Definitions);
- 3.1.6 the Scope in Contract Schedule 2 (Scope) Paragraph 5 of Contract Schedule 7 (Mobilisation Services);
- 3.1.7 the Price List in Contract Schedule 5 (Price List);
- 3.1.8 Contract Schedules 3, 4, and 6;
- 3.1.9 Contract Schedules 7 (other than paragraph 5) to 30; and
- 3.1.10 the *Service Provider's* tender (Contract Schedule 31).

## 4 Entire Agreement

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

4.2 Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this contract.

4.3 Nothing in this clause 4 shall exclude any liability in respect of misrepresentations made fraudulently.

## 5 Counterparts

- 5.1 This contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.2 Transmission of an executed counterpart of this contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) or other electronic format shall take effect as delivery of an executed counterpart of the contract. If either method of delivery is adopted, without prejudice to the validity of the contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## 6 Execution

- 6.1 The Parties shall execute this agreement by means of the DocuSign electronic execution process. The date upon which the last of the parties executes the contract shall be the Contract Date.
- 6.2 Notwithstanding the manner of signature of this contract it is agreed that the limitation period within which any claim may be brought shall be the like limitation period as if this contract had been duly executed and delivered as a deed. The *Client* and *Service Provider* agree not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

**In witness whereof** the Parties have caused this contract to be executed by their duly authorised representatives and delivered on the date first above written

Signed by **Redacted** for and on behalf of the .....  
**Secretary of State for Work and Pensions**

Executed by **ISS Mediclean Limited** acting by **Redacted** a director and **Redacted** a director

**Redacted**

Director

**Redacted**

Director

**Contract Data**

**Contract Data Part One – Data provided by the *Client***

# Contract Data

## PART ONE – DATA PROVIDED BY THE CLIENT

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

### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Facilities Management Contract June 2021 (with amendments January 2023)

Main Options	A	Option for resolving and avoiding disputes	W2
Secondary Options	X1, X2, X4, X8, X11, X15, X18, X23, X27, Y(UK)2		
The service is	the provision of facilities management hard and soft services described in the Scope across the Department of Work and Pensions Estate including contract management, maintenance of buildings and land, delivery of statutory compliance services, landscaping, catering, cleaning, security equipment maintenance, waste management, the delivery of construction projects as ordered from time to time, the operation and maintenance of systems and a helpdesk to support service delivery and such other services as may be required or instructed from time to time in accordance with this contract.		

The Client is

Name	The Secretary of State for Work and Pensions
Address for communications	Tothill Street, London, SW1H 9NA
Address for electronic communications	Redacted

The Service Manager is

Name	Redacted
Address for communications	Department for Work and Pensions, Corporate Transformation Group, Quarry House, Quarry Hill, Leeds. LS2 7AU

Client Call-Off Reference Number

Project\_ 25949

Address for electronic communications

Redacted

The Affected Property is

those properties listed in Annex B (Service Matrix) to Contract Schedule 2 (Scope) (tab 'Service Matrix') as may be amended from time to time.

The Scope is in

Contract Schedule 2 (Scope) and paragraph 5 of Contract Schedule 7 (Mobilisation Services)

The *shared services* which may be carried out outside the Service Areas are

the following parts of the *service* to the extent to that they do not form part of the *fee percentage*:

- Helpdesk and scheduling
- Other roles and services provided from outside the Service Areas, including those 100% dedicated to this contract

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

2 Weeks

except that

- The *period for reply* for

is

- The *period for reply* for

is

The following matters will be included in the Early Warning Register

- Machinery of government changes;
- Rationalisation of the estate in line with Workplace Transformation Programme
- Financial Distress; and
- Mobilisation issues.
- Change in consortium arrangements
- Supply chain and materials / stock disruption that could impact performance / KPI Credits

Early warning meetings are to be held at intervals no longer than

Monthly

## 2 The Service Provider's main responsibilities

If Option C or E is used

The *Service Provider* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than

N/A

## 3 Time

The Mobilisation Start Date

01 October 2024

The *starting date* is

01 October 2025

The *service period* is

Seven years

The *Service Provider* submits revised plans at intervals no longer than

12 months

If no plan is identified in part two of the Contract Data

The period after the Contract Date within which the *Service Provider* is to submit a first plan for acceptance is

Refer to clause 31.1 as amended

If a mobilisation plan is required, and no mobilisation plan is identified in part two of the Contract Data

The period after the Contract Date within which the *Service Provider* is to submit a mobilisation plan for acceptance is

Ten Working Days

The period after the Contract Date within which the *Service Provider* is to submit a first demobilisation plan for acceptance is

3 Months

## 4 Quality management

The period after the Contract Date within which the *Service Provider* is to submit a quality policy statement and quality plan is

No later than the *starting date*.

## 5 Payment

The *currency of the contract* is the

Sterling

The *assessment interval* is

Monthly

The *interest rate* is

3

% per annum (not less than 2) above the

base

rate of the

Bank of England

bank

If the period in which

The period within which payments are made is

N/A



payments are made  
is not three weeks  
and Y(UK)2 is not  
used

The *performance table* is in

the Excel worksheet - KPI Paymech Model, and attached in the Annex A to Part A of Contract Schedule 6: Key Performance Indicators to be used for calculating any adjustments to the Charges as a result of the operation of the KPI regime in Contract Schedule 6: Key Performance Indicators

If the period for  
certifying a final  
assessment is not  
thirteen weeks

The period for certifying a final assessment is

The Inclusive Repair Threshold is

£1500 (one thousand five hundred pounds)

The following Pass-Through Costs are recoverable

- PSTN lines
- TV / Broadcasting Licenses
- Ad hoc fuel for temporary Equipment, Plant, Materials and generators (as referred to in the Scope)
- Cost of Change (relating to TUPE)

## 6 Compensation events

If Option A is used The efficiency percentage is 50%, unless another percentage is stated here, in which case it is n/a %

If there are additional compensation events

These are additional compensation events

*Set out in Option Z: Additional Clauses of Contract*

- the *Client* requires the *Service Provider* to replace its existing commercial terms for any materials, goods or services with those more favourable for the relevant items pursuant to clause 51.6.3
- the Mandatory Wage exceeds CPI in a Contract Year where the requirements of paragraph 9 of Contract Schedule 3 are satisfied by the *Service Provider* or, where applicable, the *Client* has exercised its rights in accordance with Clause X1.10.
- a change in anticipated required PPM and Reactive Maintenance Tasks consequent upon changes in quantities of or the composition of assets identified by the *Service Provider* in an Asset Verification Report, and/or a change identified by the *Service Provider* in the Data Validation Report, in each case which is accepted by the *Client* pursuant to paragraph 5.7.7 of Schedule 7 (Mobilisation Plan).
- where in accordance with paragraph 9 of Contract Schedule 3 in relation to the Real Living Wage the Authority agrees any increase to the relevant Prices for Supplier Personnel

## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials, Equipment and equipment provided by the *Client* to the *Service Provider*) and liability for bodily injury to or death of a person (not an employee of the *Service Provider*) arising from or in connection with the *Service Provider* Providing the Service for any one event is

£10,000,000 (ten million pounds) and £25,000,000 (twenty five million pounds) in the aggregate.

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Service Provider* arising out of and in the course of their employment in connection with the contract for any one event is

£10,000,000 (ten million pounds) and £15,000,000 (fifteen million pounds) in the aggregate.

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials, Equipment and the *Client's* equipment is to include cover for Plant and Materials provided by the *Client* for an amount of

£10,000,000 (ten million pounds)

If the *Client* is to provide equipment

The insurance against loss of or damage to Plant and Materials, Equipment and the *Client's* equipment is to include cover for equipment provided by the *Client* for an amount of

£10,000,000 (ten million pounds)

If the *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property

The *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (twenty million pounds)

If the *Service Provider* is liable for loss of or damage to the Affected Property

The *Service Provider* is liable for loss of or damage to the Affected Property arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (twenty million pounds)

If the *Client* is to provide of the insurances stated the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are

	(2) Insurance against	<input type="text"/>
	Minimum amount of cover is	<input type="text"/>
	The deductibles are	<input type="text"/>
	(3) Insurance against	<input type="text"/>
	Minimum amount of cover is	<input type="text"/>
	The deductibles are	<input type="text"/>
If additional insurances are to be provided	The <i>Client</i> provides these additional insurances	
	(1) Insurance against	<input type="text"/>
	Minimum amount of cover is	<input type="text"/>
	The deductibles are	<input type="text"/>
	(2) Insurance against	<input type="text"/>
	Minimum amount of cover is	<input type="text"/>
	The deductibles are	<input type="text"/>
	(3) Insurance against	<input type="text"/>
	Minimum amount of cover is	<input type="text"/>
	The deductibles are	<input type="text"/>
	The <i>Service Provider</i> provides these additional insurances	
	(1) Insurance against	Any professional liability of the Service Provider under the contract for failure to use the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
	Minimum amount of cover is	£10,000,000 (ten million pounds and £15,000,000 (fifteen million pounds in the aggregate).
	The deductibles are	<input type="text"/>
	(2) Insurance against	Cyber liability
Minimum amount of cover is	£10,000,000 (ten million pounds and £15,000,000 (fifteen million pounds in the aggregate).	
The deductibles are	<input type="text"/>	
(3) Insurance against	<input type="text"/>	
Minimum amount of cover is	<input type="text"/>	

The deductibles are

## Resolving and avoiding disputes

The *tribunal* is

The Courts of England and Wales

If the Parties agree to arbitrate in accordance with Clause W2.5, the location of arbitration proceedings is:

London

The *Senior Representatives* of the *Client* are

Name (1)

Redacted

Address for communications

Redacted

Address for electronic communications

Redacted

~~Name (2)~~

~~Address for communications~~

~~Address for electronic communications~~

The *Adjudicator* is to be appointed by the *Adjudicator nominating body*

~~Name~~

~~Address for communications~~

~~Address for electronic communications~~

The *Adjudicator nominating body* is

Royal Institute of Chartered Surveyors (RICS)

## X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used

The Prices subject to indexation (Indexable Elements) are

- The Inclusive Repair Threshold
- The DWP Schedule of Rates

- PPM Rates
- Baseline Monthly Payment

~~The base date for indices is~~

The inflation adjustment dates are

**The first Inflation Adjustment Date will be the starting date.**

**Subsequent Inflation Adjustment Dates are the first day of each Contract Year.**

These indices are

**Consumer Price Index ("CPI")**

#### X4: Performance guarantee

If Option X4 is used

The *Service Provider* provides an ultimate holding company guarantee and if required under clause X4.4 a performance bond.

If a performance bond is provided

The amount of the performance bond is

10% of the value of the Project Order or service as the case may be

#### X8: Undertakings to the *Client* or Others

If Option X8 is used

Option X8.1 and X8.2 apply where required in writing by the *Client* with the identity of those third parties (being a person with an interest in the Affected Property) in respect of whom an undertaking is to be provided and the identity of any Subcontractors from whom an undertaking is required.

~~The undertakings to Others are~~

provided to

~~The Subcontractor undertaking to Others are~~

works

provided to

~~The Subcontractor undertaking to the Client are~~

works

## X10: Information modelling

If Option X10 is used

If no ~~information execution plan~~ is identified in part two of the Contract Data

The period after the Contract Date within which the ~~Service Provider~~ is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the ~~Service Provider~~ arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following the end of the Service Period or earlier termination for which the ~~Service Provider~~ maintains insurance for claims made against it arising out of its failure to use the skill and care is

### X15: The *Service Provider's* design

If Option X15 is used

The *period for retention* following the end of the Service Period or earlier termination is

Seven years

The minimum amount of insurance cover for claims made against the *Service Provider* arising out of its failure to use the skill and care normally used by professionals designing service similar to the service is, in respect of each claim

Redacted

The period following the end of the Service Period or earlier termination for which the *Service Provider* maintains insurance for claims made against it arising out of its failure to use the skill and care is

Twelve years

### X18: Limitation of liability

If Option X18 is used

The *Service Provider's* liability to the *Client* for indirect or consequential loss is limited to

Not used (see clause X18.2 as amended)

If the *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, the *Service Provider's* liability to the *Client* for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, for any one event is limited to

If the *Service Provider* is liable for loss of or damage to the Affected Property, the *Service Provider's* liability to the *Client* for loss of or damage to the Affected Property for any one event is limited to

If Option X15 applies, the *Service Provider's* liability for Service Failures due to its design is limited to

The *Service Provider's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

Redacted of the *Service Provider's* Tendered Annual Value.

The *Service Provider's* total liability for breach of Contract Schedule 16 (Processing Data) is limited to

Redacted

The *end of liability date* is 12 years after the end of the Service Period

### X23: Extending the Service Period

If Option X23 is used

The *maximum service period* is ten years after the *starting date*

The *periods for extension* are



Order	<i>period for extension (months)</i>	<i>notice date</i>
First	Up to 36	At least 3 months prior to expiry of the <i>service period</i>
Second	Up to 36 less length of First <i>period of extension</i>	At least 3 months prior to expiry of the <i>service period</i>

Third	Up to 36 less first and second periods for extension	At least 3 months prior to expiry of the service period
Fourth		

If there are criteria for extension

The criteria for extension are

- (1)
- (2)
- (3)

#### X24: The accounting periods

Option X24 is used and Option C is not used

The accounting periods are

If Option X24 is used with Option C

The accounting periods are the dates stated in the Contract Data of assessment of the Service Provider's share

#### X27: Project Orders

If Option X27 is used

The period within which the Service Provider is to submit a Project Order programme for acceptance is

#### X28: Change of Control

If Option X28 is used

The required financial position of the controller of the Service Provider is in

The ethical principles of the Client are in

#### X29: Climate change

If Option X29 is used

If no climate change plan is identified in part two of the

The period after the Contract Date within which the Service Provider is to submit a first climate

Contract Data

change plan for acceptance is


### Y(UK)1: Project Bank Account

Option Y(UK)1 is used

~~The Service Provider is/is not~~ to pay any charges made and to be paid any interest paid by the ~~project bank~~ (Delete as applicable)

~~The account holder is the~~ **Service Provider/the Parties** (Delete as applicable)

### Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used and the date on which the final payment becomes due is not fifteen weeks after the end of the Service Period

The period is

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weeks

If Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due

The period for payment is

16
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days after the date on which payment becomes due

### Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

~~term~~

~~beneficiary~~

Not used.
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If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

~~term~~

~~beneficiary~~

The provisions of Options Y(UK)1
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Named Suppliers
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### Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Set out in Option Z: <i>additional conditions of contract</i>
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## Z5: SMEs

SME percentage

The SME percentage is 33%

**Contract Data Part Two – Data provided by the *Service Provider***

## PART TWO - DATA PROVIDED BY THE SERVICE PROVIDER

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

### 1 General

The *Service Provider* is

Name

ISS Mediclean Limited

Address for communications

Velocity 1 Brooklands Drive, Brooklands,  
Weybridge, Surrey KT13 0SL

Address for electronic communications

Redacted

The *fee percentage* is

Redacted

% and is comprised of the  
*Service Provider's*  
tendered percentages for  
Corporate Overhead and  
Profit stated in the Pricing  
Matrix (Price List)

The *service areas* are

The *key persons* are

Name (1)

Redacted

Job

Redacted

Responsibilities

Redacted

Qualifications

Experience

Redacted

Name (2)

Redacted

Job

Redacted

Responsibilities

Redacted

Qualifications

Redacted

Experience

Redacted

The following matters will be included in the Early Warning Register

- Machinery of government changes
- Rationalisation of the estate in line with Workplace Transformation Programme
- Financial Distress
- Mobilisation issues and critical milestones
- Change in consortium arrangements
- Supply chain and materials / stock disruption that could impact performance / KPI Credits
- Redundancy / Workforce Transformation
- Capital Projects Pipeline / Strategic Delays
- Data and asset validation
- Access to compliance data, last known service dates and duty holder register/information
- Access to sites
- Access to people and TUPE data
- Vetting and security clearances
- Appropriate client team being in place.

## 2 The Service Provider's main responsibilities

If the Service Provider is to provide Scope for its plan	The Scope provided by the Service Provider for its plan is in	
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## 3 Time

If a plan is to be identified in the Contract Data	The plan identified in the Contract Data is	To be developed during Mobilisation
If a mobilisation plan is to be identified in the Contract Data	The mobilisation plan identified in the Contract Data is	To be produced in accordance with Contract Schedule 7 (Mobilisation Services)

## 5 Payment

If Option A, C or E is used	The <i>price list</i> is	Contract Schedule 5 The Pricing Matrix
If Option A or C is used	The tendered total of the Prices is	£1,356,000,002

## Resolving and avoiding disputes

The *Senior Representatives* of the *Service Provider* are

Name (1)	Redacted
Address for communications	Velocity 1 Brooklands Drive Brooklands, Weybridge KT13 0SL
Address for electronic communications	Redacted
Name (2)	Redacted

Address for communications

Redacted

Address for electronic communications

Redacted

Name (3)

Redacted

Address for communications

Redacted

Address for electronic communications

Redacted

## X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Not used.

## X29: Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

Not used.



## Z2: Billable Works Rebate

The value bands, turnover percentages and Billable Works Rebate percentages are:

Band 1 Volume of Billable Works (£):  <10,000,000	Band 2: Volume of Billable Works (£):  10,000,000 to < 20,000,000	Band 3: Volume of Billable Works (£):  20,000,000 to < 30,000,000	Band 4: Volume of Billable Works (£):  30,000,000 to < 40,000,000	Band 5: Volume of Billable Works (£):  > 40,000,000
0.25%	0.5%	0.75%	1.00%	1.25%

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

~~The project bank is~~

Not used.

~~named suppliers are~~

Not used.

## Data for the Schedule of Cost Components (used only with Options C or E)

~~The listed items of Equipment purchased for work on the contract, with an on cost charge, are~~

~~Equipment~~ ~~time-related on cost charge~~ ~~per time period~~

Not used.

~~The rates for special Equipment are~~

~~Equipment~~ ~~rate~~

Not used.

~~The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the Service Provider are~~

~~category of person~~ ~~rate~~


The rates for people providing ~~shared services~~ outside the Service Areas are

<del>shared service</del>	<del>category of person</del>	<del>rate</del>
Not used.	Not used.	Not used.

## Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
See Contract Schedule 5: Price List	Hour	See Contract Schedule 5: Price List (excluding rates for any service covered by the <i>fee percentage</i> )

~~The published list of Equipment is the edition current at the  
Contract Date of the list published by~~

Not Used.

~~The percentage for adjustment for Equipment in the  
published list is~~

Not  
Used.

% (state plus  
or minus)

The rates for other Equipment are

Equipment	rate
See Contract Schedule 5: Price List	See Contract Schedule 5: Price List (excluding rates for any service covered by the <i>fee percentage</i> )

~~The rates for Defined Cost of manufacture and fabrication outside the Service Areas by  
the *Service Provider* are~~

<del>category of person</del>	<del>rate</del>
Not Used.	Not Used.

The rates for people providing *shared services* outside the Service Areas are the following:

<i>shared service</i>	category of person	rate
Helpdesk and scheduling	See Contract Schedule 5: Price List	See Contract Schedule 5: Price List (excluding rates for any service covered by the <i>fee percentage</i> )

Other roles and services provided from outside the Service Areas, including those 100% dedicated to this contract	See Contract Schedule 5: Price List	See Contract Schedule 5: Price List (excluding rates for any service covered by the <i>fee percentage</i> )

**Option Z: additional conditions of contract**

The following provisions supplement, modify or replace the published provisions of the NEC4 Facilities Management Contract June 2021 Option A: Priced Contract with Price List (the “**NEC4 FM**”)

No.	NEC FMC ref	Heading
<b>Option Z1</b>		<b>Identified and defined terms</b>
Supplement to NEC4 FM clause 11	11.1	At the end of clause 11.1 add before the full stop:  “as amended by the <i>additional conditions of contract</i> and supplemented by the definitions in Contract Schedule 1 (Definitions). Terms defined in the form of agreement apply to this contract. Terms with capital initials not defined in this contract (excluding the Framework Contract) have the meaning given to them in the Framework Contract. Terms for which no interpretation is provided in this contract shall have the meaning ordinarily given to them by the legal profession but otherwise shall be interpreted in accordance with their dictionary meaning.”
	11.2(3)	Delete clause 11.2(3) and replace with “The Contract Date is the date stated on the Form of Agreement”.
	11.2(4)	At the end of the second bullet point add “or” and insert a third bullet point as follows:  “• a Prohibited Act.”
	11.2(10)	Replace clause 11.2(10) with:  “the Performance Table means the model comprised in the Excel worksheet - KPI Paymech Model, and attached in the Annex A to Part A of Contract Schedule 6: Key Performance Indicators to be used for calculating any adjustments to the Charges as a result of the operation of the KPI regime in Contract Schedule 6: Key Performance Indicators”;
	11.2 (12)	Insert at the end of clause 11.2 (12) the following:  “The Price List is the Pricing Matrix”
	11.2 (13)	At the end of the definition insert “, excluding for this purpose Mobilisation”.
	11.2 (14)	At the end of the first bullet point add the words “or Mobilisation” and at the end of the second bullet point add the words “or Mobilises”.
	11.2(16)	Replace the existing definition with the following:  “A Service Failure is a part of the <i>service</i> which is not in accordance with:  ○ the Scope;  ○ the Law.

		<ul style="list-style-type: none"> <li>○ any Necessary Consents;</li> <li>○ the Client Policies;</li> <li>○ the Accepted Plan;</li> <li>○ the Mobilisation Plan; and</li> <li>○ the demobilisation plan.</li> </ul>
	11.2 (17)	Delete clause 11.2 (17) and replace with:  “A Service Order is an instruction to carry out work required by this contract and may be Billable Work and may be referred to as a work order under the CAFM.”
	11.2 (21)	Insert at the end of clause 11.2 (21) the words “but excluding Disallowable Costs”.
	11.2 (25)	Delete clause 11.2 (25) and replace with the following:  “The Price for Service Provided to Date is the total of cumulative monthly payments for completed work calculated in accordance with Contract Schedule 3 (Pricing Details).  Completed work is work without notified Service Failures the correction of which will delay the work of the <i>Service Provider</i> or Others.”
	11.2 (27)	Delete clause 11.2(27) and replace with the following:  “The Prices are the amounts stated in or to be derived from the Price List.”
Supplement to NEC4 FM clause 12	12.1	Delete existing clause 12.1 and replace with:  “In this contract, except where the context shows otherwise: <ul style="list-style-type: none"> <li>a) words in the singular also mean in the plural and the other way round;</li> <li>b) references to a document include any revision made to it in accordance with this contract;</li> <li>c) references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it; and</li> <li>d) references to a standard include any current relevant standard that replaces it.”</li> </ul>
	12.5	Insert new clause 12.5 as follows:
	“12.5.1	If any clause or part of this contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that clause or part shall be, to the extent required, be deemed severed from this contract and this will not affect any other

		provisions of this contract which will remain in full force and effect.
	12.5.2	If any clause or part of this contract is deemed severed under clause 12.5.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision."
Supplement to NEC4 FM clause 13	13.3	In clause 13.3 after the words " <i>conditions of contract</i> " insert the words "or the <i>additional conditions of contract</i> or the Contract Schedules".
	13.9	Insert new clause 13.9 as follows:  "Failure by the <i>Client</i> to exercise its rights under this contract does not constitute waiver of those rights nor any of them nor does any such failure relieve the <i>Service Provider</i> from any of its obligations under this contract. The waiver in one instance of any right, condition or requirement does not constitute a continuing or general waiver of that or any other right, condition or requirement. No acceptance, approvals, comments, instructions, consents or advice or indication of satisfaction given by or from the <i>Client</i> or the <i>Service Manager</i> , nor any enquiry or inspection which the <i>Client</i> or the <i>Service Manager</i> makes or has carried out for its benefit or on its behalf at any time, operates to reduce, extinguish, exclude, limit or modify the <i>Service Provider's</i> duties and obligations under this contract unless it is in writing from the <i>Client</i> , refers to this contract and clearly identifies the duty or obligation and the extent to which such duty or obligation is to be reduced, extinguished, excluded, limited or modified."
Additional clause  Financial Difficulty 15A	15A	Insert new clause 15A as follows:
	"15A.1	The <i>Service Provider</i> warrants and represents to the <i>Client</i> for the benefit of the <i>Client</i> that as at the Contract Date:
	15A.1.1	the long-term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to Contract Schedule 8 (Financial Difficulties); and
	15A.1.2	the financial position or, as appropriate, the financial performance of each of the <i>Service Provider</i> , Guarantor and Subcontractors satisfies the Financial Target Thresholds.
	15A.2	The <i>Service Provider</i> shall promptly notify (or shall procure that its auditors promptly notify) the <i>Client</i> in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
	15A.3	The <i>Service Provider</i> shall:
	15A.3.1	regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

15A.3.2	monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 1 of Contract Schedule 8 (Financial Difficulties) (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the Accounting Reference Date; and
15A.3.3	promptly notify (or shall procure that its auditors promptly notify) the <i>Client</i> in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the <i>Service Provider</i> first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
15A.3.4	For the purposes of determining whether a Financial Distress Event has occurred the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
15A.3.5	Each report submitted by the <i>Service Provider</i> pursuant to clause 15A.3 shall: <ul style="list-style-type: none"> <li>(a) be a single report with separate sections for each of the FDE Group entities;</li> <li>(b) contain a sufficient level of information to enable the <i>Client</i> to verify the calculations that have been made in respect of the Financial Indicators;</li> <li>(c) include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;</li> <li>(d) be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and</li> <li>(e) include a history of the Financial Indicators reported by the <i>Service Provider</i> in graph form to enable the <i>Client</i> to easily analyse and assess the trends in financial performance.</li> </ul>
15A.4.1	Immediately upon notification by the <i>Service Provider</i> of a Financial Distress Event (or if the <i>Client</i> becomes aware of a Financial Distress Event without notification and brings the event to the attention of the <i>Service Provider</i> ), the <i>Service Provider</i> shall have the obligations and the <i>Client</i> shall have the rights and remedies as set out in clauses 15A.4.3 to 15A.4.6



15A.4.2	<p>In the event of a late or non-payment of a Subcontractor pursuant to limb (e) of the definition of Financial Distress Event, the <i>Client</i> shall not:</p> <ul style="list-style-type: none"> <li>(a) exercise any of its rights or remedies under clause 15A.4.3 without first giving the <i>Service Provider</i> 10 Working Days to: rectify such late or non-payment; or</li> <li>(b) demonstrate to the <i>Client's</i> reasonable satisfaction that there is a valid reason for late or non-payment.</li> </ul>
15A.4.3	<p>The <i>Service Provider</i> shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Subcontractor shall):</p> <ul style="list-style-type: none"> <li>(a) at the request of the <i>Client</i>, meet the <i>Client</i> as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the <i>Client</i> may permit and notify to the <i>Service Provider</i> in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the <i>service</i> in accordance with the Contract; and</li> <li>(b) where the <i>Client</i> reasonably believes (taking into account the discussions and any representations made under 15A.4.3 (a) that the Financial Distress Event could impact on the continued performance and delivery of the <i>service</i> in accordance with the Contract: <ul style="list-style-type: none"> <li>(i) submit to the <i>Client</i> for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the <i>Client</i> may permit and notify to the <i>Service Provider</i> in writing); and</li> <li>(ii) to the extent that it is legally permitted to do so and subject to clause 15A.4.8, provide such information relating to the <i>Service Provider</i>, any Monitored Supplier, Subcontractors and/or the Guarantor as the <i>Client</i> may reasonably require in order to understand the risk to the <i>service</i>, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.</li> </ul> </li> </ul>
15A.4.4	<p>The <i>Client</i> shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the <i>Client</i> does not approve the draft Financial Distress Remediation Plan, it shall inform the <i>Service Provider</i> of its reasons and the <i>Service Provider</i> shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the <i>Client</i> within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the <i>Client</i>.</p>

15A.4.5	If the <i>Client</i> considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the <i>Service Provider's</i> obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan.
15A.4.6	<p>Following approval of the Financial Distress Remediation Plan by the <i>Client</i>, the <i>Service Provider</i> shall:</p> <ul style="list-style-type: none"> <li>(a) on a regular basis (which shall not be less than fortnightly): <ul style="list-style-type: none"> <li>i. review and make any updates to the Financial Distress Remediation Plan as the <i>Service Provider</i> may deem reasonably necessary and/or as may be reasonably requested by the <i>Client</i>, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the <i>service</i> in accordance with this Contract; and</li> <li>ii. provide a written report to the <i>Client</i> setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the <i>Service Provider</i> and/or the reasons why the <i>Service Provider</i> may have decided not to make any changes;</li> </ul> </li> <li>(b) where updates are made to the Financial Distress Remediation Plan in accordance with clause 15A.4.6 (a), submit an updated Financial Distress Remediation Plan to the <i>Client</i> for its approval, and the provisions of clause 15A.4.4. and 15A.4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and</li> <li>(c) comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.</li> </ul>
15A.4.7	Where the <i>Service Provider</i> reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the <i>Client</i> and the Parties may agree that the <i>Service Provider</i> shall be relieved of its obligations under clause 15A.4.6.
15A.4.8	<p>The <i>Service Provider</i> shall put in place the necessary measures to ensure that the information specified at clause 15A.4.3 (b) (ii) is available when required and on request from the <i>Client</i> and within reasonable timescales. Such measures may include:</p> <ul style="list-style-type: none"> <li>(a) obtaining in advance written authority from Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information</li> </ul>

15A.5 Board Confirmation		<p>to the <i>Client</i> and/or entering into confidentiality agreements which permit disclosure;</p> <p>(b) agreeing in advance with the <i>Client</i>, Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the <i>Client</i></p> <p>(c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the <i>Client</i> (which may include making price sensitive information available to the <i>Client</i>'s nominated Senior Representatives through confidential arrangements, subject to their consent); and disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.</p>
	15A.5.1	<p>Subject to clause 15A.5.4, the <i>Service Provider</i> shall within one hundred and twenty (120) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the <i>Client</i> in the form set out at Annex 4 to Contract Schedule 8 (Financial Difficulties), confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:</p> <p>(a) that a Financial Distress Event has occurred since the later of the Contract Date or the previous Board Confirmation or is subsisting; or</p> <p>(b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.</p>
	15A.5.2	<p>The <i>Service Provider</i> shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.</p>
	15A.5.3	<p>In respect of the first Board Confirmation to be provided under this contract, the <i>Service Provider</i> shall provide the Board Confirmation within 15 months of the Contract Date if earlier than the timescale for submission set out in clause 15A.5.1.</p>
	15A.5.4	<p>Where the <i>Service Provider</i> is unable to provide a Board Confirmation in accordance with clauses 15A.5.1 to 15A.5.3 due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the <i>Service Provider</i> to submit in place of the Board Confirmation, a statement from the Board of Directors to the <i>Client</i> (and where the <i>Service Provider</i> is a strategic Supplier, the <i>Service Provider</i> shall send a copy of the statement to the Cabinet Office's Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the</p>

		matters which could reasonably be expected to cause a Financial Distress Event.”
Additional clause 15B Governance	15B	<p><b>Governance</b></p> <p>Insert new clause 15B (Governance) as follows:</p> <p>“The Parties shall comply with Contract Schedule 15 (Governance).”</p>
Supplement to NEC4 FM clause 18	18.4	Insert new clause 18.4 as follows:
	“18.4.1	<p>The <i>Service Provider</i> represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date</p> <ul style="list-style-type: none"> <li>a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or</li> <li>b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.</li> </ul>
	18.4.2	<p>During the carrying out of the <i>service</i> the <i>Service Provider</i> does not:</p> <ul style="list-style-type: none"> <li>a) commit a Prohibited Act and</li> <li>b) do or suffer anything to be done which would cause the <i>Client</i> or any of the <i>Client’s</i> employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.</li> </ul>
	18.4.3	<p>In Providing the Service the <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>a) establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,</li> <li>b) keeps appropriate records of its compliance with this contract and make such records available to the <i>Client</i> on request and</li> <li>c) provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the <i>Client</i> on request) to prevent it and any <i>Service Provider’s</i> people or any person acting on the <i>Service Provider’s</i> behalf from committing a Prohibited Act.</li> </ul>

	18.4.4	<p>The <i>Service Provider</i> immediately notifies the <i>Client</i> in writing if it becomes aware of any breach of clause 18.4.1, or has reason to believe that it has or any of its people or Subcontractors have:</p> <ul style="list-style-type: none"> <li>a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act,</li> <li>b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or</li> <li>c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.</li> </ul>
	18.4.5	<p>If the <i>Service Provider</i> makes a notification to the <i>Client</i> pursuant to clause 18.4.4, the <i>Service Provider</i> responds promptly to the <i>Client's</i> enquiries, co-operates with any investigation, and allows the <i>Client</i> to audit any books, records and/or any other relevant documentation in accordance with this contract.</p>
	18.4.6	<p>If the <i>Service Provider</i> breaches Clause 18.4.3, the <i>Client</i> may by notice require the <i>Service Provider</i> to remove from carrying out the <i>works</i> any person whose acts or omissions have caused the <i>Service Provider's</i> breach."</p>
	18.5	<p>Insert new clause 18.5 as follows:</p>
	18.5.1	<p>"The <i>Service Provider</i> warrants and represents that:</p> <ul style="list-style-type: none"> <li>a) it has full capacity and authority to enter into the Contract;</li> <li>b) the Contract is executed by its authorised representative;</li> <li>c) it is a legally valid and existing organisation incorporated in the place it was formed;</li> <li>d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;</li> <li>e) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract; and</li> <li>f) it is not impacted by an Insolvency Event;</li> </ul>
	18.5.2	<p>The <i>Service Provider</i> indemnifies the <i>Client</i> against each of the following:</p>

		<p>(a) wilful misconduct of the <i>Service Provider</i>, Subcontractor and Supplier Staff that impacts the Contract; and</p> <p>(b) non-payment by the <i>Service Provider</i> of any Tax or National Insurance.</p>
	18.5.3	The description of any provision of this Contract as a warranty does not prevent the <i>Client</i> from exercising any termination right that it may have for breach of that clause by the <i>Service Provider</i> .
	18.5.4	If the <i>Service Provider</i> becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify <i>Client</i> .
	18.5.5	All third-party warranties and indemnities covering the <i>service</i> must be assigned for the <i>Client's</i> benefit by the <i>Service Provider</i> ."
Supplement to NEC4 FM clause 19  Service Orders and Reactive Maintenance Works	19	Replace clause 19.1 with the following:
	19.1	"A Service Order may be instructed by the <i>Service Manager</i> or through the CAFM. The <i>Service Provider</i> does not undertake Billable Work without a Service Order. A Service Order is not required for services included in the Baseline Monthly Payment except for Reactive Maintenance Works below the IRT. "
	19.2	Replace clause 19.2 with the following:  "The <i>Service Provider</i> undertakes all instructed Reactive Maintenance Works subject as follows:
	19.2.1	the <i>Service Provider</i> submits a quotation in accordance with Contract Schedule 4 (Service Orders and Projects) and obtains prior approval of expenditure in excess of the Inclusive Repair Threshold where completing the Reactive Maintenance Works will incur cost in excess of the Inclusive Repair Threshold;
	19.2.2	the <i>Service Provider</i> may Make Safe without the need for prior approval of expenditure in excess of the Inclusive Repair Threshold where the Reactive Maintenance Works relate to Business Critical Events;
	19.2.3	services which meet the description of any of the limbs of paragraph 6.6 of Contract Schedule 4 (Service Orders and Projects) are Billable Work."
		Insert new clauses 19.5-19.7 as follows:
	"19.5	Following instruction of Billable Work, the <i>Service Provider</i> provides quotations where required as soon as reasonably possible and in any event within the <i>period for reply</i> .
	19.6	The <i>Client</i> makes no representation to the <i>Service Provider</i> as to the volume or value of Billable Work that may be instructed under this Contract nor shall the <i>Service Provider</i> be entitled to rely on any representation or understanding that it may have

		drawn from information available to the <i>Service Provider</i> before the Contract Date as to the same. The <i>Client</i> may instruct Other to undertake works or services which are the same or similar to the services which might be undertaken by the <i>Service Provider</i> as Billable Work.
	19.7 Appropriate evidence	<p>Where under this contract the <i>Service Provider</i> is required to:</p> <ul style="list-style-type: none"> <li>• provide a quotation for required or proposed work or</li> <li>• demonstrate proposed or actual cost incurred including in relation to an application for payment;</li> </ul> <p>the <i>Service Provider</i> provides all evidence that might reasonably be required for the <i>Service Manager</i> and/or the <i>Client</i> to satisfy itself or themselves that the proposed or actual cost has or will be reasonably and properly incurred in the delivery of the <i>services</i> in accordance with the contract. Such evidence may include reports, certificates, task sheets, timesheets, notices, photographic evidence (before and after work), and other such documents that demonstrate that the services have been delivered in accordance with the agreed scope of work and evidence of cost incurred including subcontractor invoices for completed work.</p> <p>The <i>Service Provider</i> maintains such evidence in accordance with clause 29A and available for inspection in accordance with the principle of Open Book Accounting."</p>
Supplement to NEC4 FM clause 20	20.1	<p>Replace clause 20.1 with the following:</p> <p>"The <i>Service Provider</i> Provides the Service in compliance with:</p> <ul style="list-style-type: none"> <li>a) the Scope;</li> <li>b) Good Industry Practice;</li> <li>c) Law; and</li> <li>d) any Necessary Consents." </li></ul>
	20.4	<p>Insert new clause 20.4 as follows:</p> <p>In respect of any part of the <i>service</i>, the <i>Service Provider</i> shall be the principal contractor and principal designer for the purposes of the CDM Regulations and the Dutyholder Regulations (unless notified by the <i>Client</i> in writing that these functions will be performed by Others). The <i>Service Provider</i> where applicable:</p>
	"20.4.1	performs all the functions and duties and exercises the powers of a contractor and/or the principal contractor contained in the CDM Regulations and the Dutyholder Regulations and, where the Scope requires the <i>Service Provider</i> to carry out design, performs all the functions and duties and exercises the powers of a designer and/or the principal designer contained in the CDM Regulations and the Dutyholder Regulations,
	20.4.2	further confirms that it meets the competency requirements as relevant to the duties it is carrying out under regulations 11F-

	11H of the Dutyholder Regulations, it notifies the <i>Client</i> pursuant to regulation 11I of the Dutyholder Regulations where at any time it ceases to satisfy these competency requirements and confirms that it has not been the subject of any serious sanction by any local or public authority within five years prior to the date of this contract or otherwise committed a similar misconduct under the Building Regulations 2010,
20.4.3	to the extent that it is in control of the Affected Property or any part of it within the meaning of section 4 of the Health and Safety at Work etc Act 1974 keeps the Affected Property, the access thereto and the egress therefrom safe and without risk to the health of persons using it, and
20.4.4	co-operates at all times, so far as is reasonably practicable, with all parties having health and safety responsibilities on or adjacent to the Affected Property for the effective discharge of those responsibilities.”
20.5	Insert new clause 20.5 as follows:
“20.5.1	<p>The <i>Service Provider</i> performs its obligations under this Contract (including those in relation to the <i>service</i>) in accordance with:</p> <ul style="list-style-type: none"> <li>• all applicable equality Law (including protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise);</li> <li>• the Client Policies; and</li> <li>• any other requirements and instructions which CCS or the <i>Client</i> reasonably imposes related to equality Law.</li> </ul>
20.5.2	The <i>Service Provider</i> must take all necessary steps, and inform CCS or the <i>Client</i> of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract or the Framework Contract.
20.5.3	To the extent that it arises as a result of a Default by the <i>Service Provider</i> , the <i>Service Provider</i> indemnifies the <i>Client</i> against any fine or penalty incurred by the <i>Client</i> pursuant to Law and any costs incurred by the <i>Client</i> in defending any proceedings which result in such fine or penalty.
20.5.4	The <i>Service Provider</i> must appoint a Compliance Officer responsible for ensuring the <i>Service Provider</i> complies with Law and the requirements of this contract pertaining to legal and regulatory compliance, including without limitation, clauses 20.5.1 - 20.5.2, 20.7, 28 to 29I.”



20.6	<p>Insert new clause 20.6 as follows:</p> <p>“The <i>Service Provider</i> agrees and acknowledges that it is appointed by the <i>Client</i> to Provide the Service under this contract on the basis of a non-exclusive arrangement with no guarantee of any minimum award of Service Orders or Project Orders and further that the <i>Client</i> may procure any services similar in nature to those specified in the Scope from any other person without the consent of or any liability whatsoever toward the <i>Service Provider</i>. Save in respect of Service Orders or Project Orders that are entered into by the <i>Client</i> and the <i>Service Provider</i> pursuant to this contract, nothing in this contract shall impose any obligation or duty on the <i>Client</i> to place any Service Orders or Project Orders, or make any payments to the <i>Service Provider</i>, and the <i>Service Provider</i> shall have no claims or rights against the <i>Client</i> in respect of the same.”</p>
20.7	<p>Insert new clause 20.7 as follows:</p> <p><b>“Change of Control and Conflicts of interest</b></p>
20.7.1	<p>The <i>Service Provider</i> shall take appropriate steps to ensure that neither the <i>Service Provider</i> nor any Service Provider Personnel are placed in a position of potential or actual conflict between the financial, commercial or other interests of the <i>Service Provider</i> or Service Provider Personnel in the provision of the service and other duties to the <i>Client</i> under this Contract.</p>
20.7.2	<p>The <i>Service Provider</i> immediately notifies the <i>Service Manager</i> of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the <i>Service Provider</i>, any Service Provider Personnel and/or the <i>Client</i> (including without limitation to its reputation and standing) of which it is aware or anticipates may justify the <i>Client</i> taking action to protect its interest.”</p>
20.7.3	<p>The <i>Service Provider</i> promptly notifies the <i>Service Manager</i> in writing on each occasion of the occurrence of any change of Control. The <i>Client</i> is permitted to exercise its rights of termination for only six months after service of each and any notice by the <i>Service Provider</i> pursuant to this clause and is not permitted to exercise such rights where the <i>Client</i> has agreed in advance in writing to the particular change of Control provided such change of Control takes place as agreed.”</p>
20.8	<p>Insert new clause 20.8 as follows:</p> <p><b>“Independence</b></p>
20.8.1	<p>The <i>Service Provider</i> carries out and procures that the Service Provider Personnel and any Affiliate of the <i>Service Provider</i> carry out the services in the <i>Client’s</i> best interests and independently and impartially.</p>
20.8.2	<p>Without prejudice to the <i>Service Provider’s</i> obligations under clauses 20.7 – 20.9.1 inclusive, the <i>Service Provider</i> does not and procures that the Service Provider Personnel and any Affiliate of the <i>Service Provider</i> do not engage in Proscribed Conduct and notifies the <i>Client</i> immediately on any breach of this requirement.</p>

	20.8.3	The <i>Service Provider</i> shall not be in breach of clause 20.8.2 where a change to the Scope has the effect that services previously within the meaning of Proscribed Conduct are incorporated into the <i>services</i> ."
	20.9	<p>Insert new clause 20.9 as follows:</p> <p><b>"Conflict of interest or Independence breach</b></p> <p>Without prejudice to the <i>Client</i>'s rights under clauses 91 (Termination) and 91A (Termination of Subcontracts), in the event of a breach of clause 20.7 or 20.8, within five (5) Working Days of such breach becoming apparent to the <i>Service Provider</i>, the <i>Service Provider</i> provides proposals to the <i>Client</i> for remedying and/or mitigating such breach. Upon any breach of clauses 20.7 or 20.8 becoming apparent to the <i>Client</i> (whether or not notified by the <i>Service Provider</i>), the <i>Client</i> may at the <i>Service Provider</i>'s cost:</p> <ul style="list-style-type: none"> <li>• in accordance with clause 94 (Service Exclusion) remove any or all of the <i>services</i> from the scope of this Contract and carry out such <i>services</i> itself and/or employ a third party to carry out such <i>services</i>;</li> <li>• require the <i>Service Provider</i> to put such measures in place (including but not limited to information barriers) as required by the <i>Client</i> in its absolute discretion to rectify and/or mitigate the effect of any breach of clause 20.7 or 20.8; and/or</li> <li>• instruct or commence increased monitoring in accordance with clause 46 (Increased Monitoring).</li> </ul> <p>Save in the event of removal and to the extent consequential on removal of the relevant element of the <i>services</i> pursuant to clause 94 (Service Exclusion) or termination of all or part of the <i>services</i>, where as a result of the matters leading or contributing to a breach of clause 20.7 or 20.8 the <i>Service Provider</i> or any Service Provider Personnel realises a profit or other financial benefit:</p> <ul style="list-style-type: none"> <li>• the <i>Service Provider</i> accounts to the <i>Client</i> in respect of each assessment period; and</li> <li>• the <i>Client</i> is entitled to set off an amount equivalent to that financial benefit (as accounted for by the <i>Service Provider</i> or otherwise as the <i>Client</i> may determine) from any amount due to the <i>Service Provider</i> under this Contract or under any other agreement between the <i>Service Provider</i> and the <i>Client</i> in accordance with clause 51.6 of this Contract." </li></ul>
Additional Clause 21.A	21A	<p>Insert new clause 21A as follows:</p> <p><b>"Intellectual Property Rights</b></p>
	21A.1	In this clause 21A only:

	<p>“Document” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the <i>Service Provider</i> in relation to this contract.</p>
21A.2	<p>The Intellectual Property Rights in all Documents prepared by or on behalf of the <i>Service Provider</i> in relation to this Contract and the work executed from them remains the property of the <i>Service Provider</i>. The <i>Service Provider</i> hereby grants to the <i>Client</i> an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the works. Such licence entitles the <i>Client</i> to grant sub-licences to third parties in the same terms as this licence provided always that the <i>Service Provider</i> shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the <i>Service Provider</i>.</p>
21A.3	<p>The <i>Client</i> may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to 21A.2 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the <i>Client</i>.</p>
21A.4	<p>In the event that the <i>Service Provider</i> does not own the copyright or any Intellectual Property Rights in any Document the <i>Service Provider</i> uses all reasonable endeavours to procure the right to grant such rights to the <i>Client</i> to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the <i>Service Provider</i> is unable to procure the right to grant to the <i>Client</i> in accordance with the foregoing the <i>Service Provider</i> procures that the third party grants a direct licence to the <i>Client</i> on industry acceptable terms.</p>
21A.5	<p>The <i>Service Provider</i> waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the <i>Client</i> or any licensee or assignee of the <i>Client</i>.</p>
21A.6	<p>In the event that any act unauthorised by the <i>Client</i> infringes a moral right of the <i>Service Provider</i> in relation to the Documents the <i>Service Provider</i> undertakes, if the <i>Client</i> so requests and at the <i>Client's</i> expense, to institute proceedings for infringement of the moral rights.</p>
21A.7	<p>The <i>Service Provider</i> warrants to the <i>Client</i> that it has not granted and shall not (unless authorised by the <i>Client</i>) grant any rights to any third party to use or otherwise exploit the Documents.</p>
21A.8	<p>The <i>Service Provider</i> supplies copies of the Documents to the <i>Service Manager</i> and to the <i>Client's</i> other contractors and consultants for no additional fee to the extent necessary to</p>

		enable them to discharge their respective functions in relation to this Contract or related works.
	21A.9	After the termination or conclusion of the <i>Service Provider's</i> employment hereunder, the <i>Service Provider</i> supplies the <i>Service Manager</i> with copies and/or computer discs of such of the Documents as the <i>Service Manager</i> may from time to time request and the <i>Client</i> pays the <i>Service Provider's</i> reasonable costs for producing such copies or discs.
	21A.10	In carrying out the works the <i>Service Provider</i> does not infringe any Intellectual Property Rights of any third party. The <i>Service Provider</i> indemnifies the <i>Client</i> against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party."
Supplement to NEC FM clause 22	22.1	Replace existing clause 22.1 with the following: <b>"Key Personnel</b>
	22.1.1	The <i>Service Provider</i> ensures that the <i>key persons</i> named in the Contract Data fulfil the relevant jobs specified in the Contract Data (the " <b>Key Roles</b> ") at all times during the Service Period. The <i>Service Provider</i> appoints the <i>key persons</i> to fill the Key Roles at the <i>starting date</i> .
	22.1.2	The <i>Client</i> identifies any further roles as being Key Roles and, following agreement to the same by the <i>Service Provider</i> the list of <i>key persons</i> in the Contract Data includes the relevant person selected to fill those Key Roles.
	22.1.3	The <i>Service Provider</i> does not remove or replace any <i>key persons</i> (including when complying with Contract Schedule 22 (Exit Management)) unless: <ul style="list-style-type: none"> <li>a) the <i>Client</i> requests that the <i>Service Provider</i> does so;</li> <li>b) the <i>key person</i> concerned resigns, retires or dies or is on maternity or long term sick leave;</li> <li>c) the <i>key person's</i> employment or contractual arrangement with the <i>Service Provider</i> or a Subcontractor is terminated for material breach of contract by the employee; or</li> <li>d) the <i>Service Provider</i> obtains the <i>Client's</i> prior written consent (such consent not to be unreasonably withheld or delayed).</li> </ul>
	22.1.4	The <i>Service Provider</i> : <ul style="list-style-type: none"> <li>a) notifies the <i>Client</i> promptly of the absence of any <i>key person</i> (other than for short term sickness or holidays of 2 weeks or less, in which case the <i>Service Provider</i> shall ensure appropriate temporary cover for that Key Role);</li> </ul>

		<p>b) ensures that any Key Role is not vacant for any longer than 10 Working Days;</p> <p>c) gives as much notice as is reasonably practicable of its intention to remove or replace any <i>key person</i> and, except in the cases of death, unexpected ill health or a material breach of the <i>key person's</i> employment contract, this will mean at least 60 Working Day's notice;</p> <p>d) ensures that all arrangements for planned change of a <i>key person</i> provide adequate periods during which incoming and outgoing <i>key persons</i> work together to transfer responsibilities and ensures that such change does not have an adverse impact on the performance of the <i>services</i>; and</p> <p>e) ensures that any replacement for a Key Role:</p> <ul style="list-style-type: none"> <li>• has a level of qualifications and experience appropriate to the relevant Key Role; and</li> <li>• is fully competent to carry out the tasks assigned to the <i>key person</i> whom he or she has replaced; and</li> </ul> <p>f) provides the <i>Client</i> with details of the relevant qualifications and experience of replacement <i>key person</i> appropriate to the relevant Key Role to enable the <i>Client</i> to satisfy itself that such persons are suitably qualified and experienced."</p>
	22.3	<p><b>Security and Background Checks</b></p> <p><b>Insert new clause 22.3 as follows:</b></p> <p>"The <i>Service Provider</i> complies with, and procures the compliance of the Service Provider Personnel, with:</p> <ul style="list-style-type: none"> <li>• the security requirements set out in Contract Schedule 18 (Security); and</li> <li>• the requirements as to background checks and vetting set out in Contract Schedule 19 (Background Checks)." </li></ul>
Supplement to NEC4 FM clause 24	24	Replace existing clause 24 with the following:
	"24.1	If the <i>Service Provider</i> subcontracts work, it is responsible for Providing the Service as if it had not subcontracted. The contract applies as if a Subcontractor's employees and equipment were the <i>Service Provider's</i> .
	24.2	<p>In respect of each proposed Subcontractor, the <i>Service Provider</i> submits to the <i>Service Manager</i> for acceptance:</p> <ul style="list-style-type: none"> <li>• the proposed Subcontractor's name, registered office and company registration number;</li> </ul>

	<ul style="list-style-type: none"> <li>the scope/description of any <i>services</i> to be provided by the proposed Subcontractor;</li> <li>where the proposed Subcontractor is an Affiliate of the <i>Service Provider</i>, evidence that demonstrates to the reasonable satisfaction of the <i>Service Manager</i> that the proposed subcontract documents have been agreed on “arm’s length” terms;</li> <li>the Credit Rating Threshold of the proposed Subcontractor;</li> <li>the proposed subcontract price expressed as a percentage of the total projected Prices over the Service Period; and</li> <li>any further information reasonably requested by the <i>Service Manager</i>.</li> </ul> <p>A reason for not accepting the Subcontractor is that the appointment will not allow the <i>Service Provider</i> to Provide the Service. The <i>Service Provider</i> does not appoint a proposed Subcontractor until the <i>Service Manager</i> has:</p> <ul style="list-style-type: none"> <li>accepted the Subcontractor and, to the extent these conditions of contract require,</li> <li>accepted the subcontract documents.</li> </ul>
24.3	<p>The <i>Service Provider</i> submits the proposed subcontract documents, except pricing information other than as required above, for each subcontract to the <i>Service Manager</i> for acceptance unless the <i>Service Manager</i> has agreed that no submission is required. A reason for not accepting the subcontract documents is that:</p> <ul style="list-style-type: none"> <li>they will not allow the <i>Service Provider</i> to Provide the Service;</li> <li>they do not include: <ul style="list-style-type: none"> <li>a right under the Contracts (Rights of Third Parties) Act 1999 for CCS and the <i>Client</i> to enforce any provisions under the proposed subcontract documents that confer a benefit upon CCS and the <i>Client</i> respectively;</li> <li>a provision enabling CCS and the <i>Client</i> to enforce the subcontract documents as if it were the <i>Service Provider</i>;</li> <li>a provision enabling the <i>Service Provider</i> to assign, novate or otherwise transfer any of its rights and/or obligations under the subcontract documents to CCS and the <i>Client</i>;</li> <li>obligations no less onerous on the proposed Subcontractor than those imposed on the <i>Service Provider</i> under this contract in respect</li> </ul> </li> </ul>

		<p>of data protection, FOIA and other access request requirements, the keeping of records and the conduct of audits and not to embarrass CCS or the <i>Client</i> or otherwise bring CCS or the <i>Client</i> into disrepute;</p> <ul style="list-style-type: none"> <li>○ provisions enabling the <i>Service Provider</i> to terminate the subcontract on notice on terms no more onerous on the <i>Service Provider</i> than those imposed on the <i>Client</i> under this contract; and</li> <li>○ a provision restricting the ability of the Subcontractor to sub-contract all or any part of the provision of the <i>services</i> without first seeking the written consent of CCS and the <i>Client</i>;</li> </ul> <ul style="list-style-type: none"> <li>• they do not include the requirements stated in this contract to be included in a subcontract; or</li> <li>• they do not include a statement that the parties to the subcontract act in a spirit of mutual trust and co-operation.</li> </ul>
	24.4	<p>The <i>Client</i> may at any time object to the appointment of a proposed Subcontractor or require that the appointment of a Subcontractor is terminated at the <i>Service Provider's</i> cost if it reasonably considers that:</p> <ul style="list-style-type: none"> <li>• the appointment of the Subcontractor or proposed Subcontractor may prejudice the provision of the <i>services</i> and/or may be contrary to the interests of the <i>Client</i>;</li> <li>• the Subcontractor or proposed Subcontractor is unreliable and/or has not provided reasonable <i>services</i> in connection to this Contract or to the <i>Client</i> under a different contract or to other customers;</li> <li>• the Subcontractor or proposed Subcontractor employs unfit persons; and/or</li> <li>• the Subcontractor or proposed Subcontractor should be excluded in accordance with clause 24A (Exclusion of Subcontractors);</li> <li>• the Subcontractor's performance is not compatible with the standards required by this contract or has caused a KPI Failure or a SPI Failure.</li> </ul>
Additional clause 24A Exclusion of Subcontractors under Reg 57	24A	<p><b>Exclusion of Subcontractors</b></p> <p>Insert new clause 24A as follows:</p> <p>"Where the <i>Client</i> considers there may be grounds for the exclusion of a Subcontractor or proposed Subcontractor under Regulation 57 of the Public Contracts Regulations 2015, then:</p>

Additional Clause 24B  Apprenticeships	24A.1	if the <i>Client</i> finds there are mandatory grounds for exclusion, the <i>Service Provider</i> replaces or does not appoint the proposed Subcontractor;
	24A.2	if the <i>Client</i> finds there are discretionary grounds for exclusion, the <i>Client</i> may require the <i>Service Provider</i> to replace or not to appoint the Subcontractor and the <i>Service Provider</i> complies with such a requirement."
	24B	Insert new clause 24B as follows:
	24B.1	The <i>Service Provider</i> takes all reasonable steps to employ apprentices, and reports to the <i>Client</i> the numbers of apprentices employed and the wider skills training provided, during the delivery of the <i>services</i> .
	24B.2	The <i>Service Provider</i> takes all reasonable steps to ensure that no less than a percentage of its people (agreed between the Parties) are on formal apprenticeship programmes or that a similar proportion of hours worked to Provide the Service, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.
	24B.3	The <i>Service Provider</i> makes available to its people and Subcontractors working on the Contract, information about the Government's Apprenticeship programme and wider skills opportunities.
	24B.4	The <i>Service Provider</i> provides any further skills training opportunities that are appropriate for its people engaged to Provide the Service.
	24B.5	<p>The <i>Service Provider</i> provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the <i>Service Manager</i>:</p> <ul style="list-style-type: none"> <li>a) the number of people during the reporting period employed on the contract, including support staff and Subcontractors;</li> <li>b) the number of apprentices and number of new starts on apprenticeships directly;</li> <li>c) initiated through this contract;</li> <li>d) the percentage of all people taking part in an apprenticeship programme;</li> <li>e) if applicable, an explanation from the <i>Service Provider</i> as to why it is not managing to meet the specified percentage target;</li> </ul>



		<p>f) actions being taken to improve the take up of apprenticeships; and</p> <p>g) other training/skills development being undertaken by people in relation to this contract, including:</p> <ul style="list-style-type: none"> <li>i. work experience placements for 14 to 16 year olds;</li> <li>ii. work experience /work trial placements for other ages;</li> <li>iii. student sandwich/gap year placements;</li> <li>iv. graduate placements;</li> <li>v. vocational training;</li> <li>vi. basic skills training; and</li> <li>vii. on-site training provision/ facilities.</li> </ul>
Additional clause 25	25.5	Insert new clause 25.5 as follows:
	"25.5.1	Compliance by the <i>Service Provider</i> with this clause 25.5 is without additional cost to the <i>Client</i> . The <i>Service Provider</i> shall not be entitled to a compensation event or otherwise to additional time or cost as a consequence of failure by it to observe this clause nor by the failure of other Authority Supply Chain Members to observe similar provisions in their contracts with the <i>Client</i> .
	25.5.2	<p>The <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>(a) provides access and co-operation to Others as required by the <i>Service Manager</i>;</li> <li>(b) co-ordinates and integrates the execution of the services with works of Others including those engaged by the <i>Client</i> under any contract which the <i>Client</i> may enter into in relation to the Affected Property;</li> <li>(c) complies with such instructions as issued by the <i>Service Manager</i> to co-ordinate the <i>Service Provider's</i> execution of the services with the work of Others;</li> <li>(d) plans and coordinates the <i>services</i> in accordance with the requirements of the <i>Service Manager</i>, taking into account the presence of Others and acknowledging in particular the need to communicate and cooperate with other Authority Supply Chain Members so that the <i>service</i> and the services provided by Others are delivered in a coordinated and efficient manner without delay or disruption to the <i>service</i> and avoiding unnecessary disruption or inconvenience to the users of the Affected Property</li> </ul>

		<p>through lack observance of the requirements of this clause;</p> <p>(e) affords reasonable facilities for Others who are properly authorised or who are statutory bodies employed in the execution on or near the Affected Property of any work not in the Contract or which is required under any contract which the <i>Client</i> may enter into in relation to the Affected provides or assists in provision of all information, data, know-how and calculations necessary for the <i>Client</i> and/or any person appointed by the <i>Client</i> to carry out any works or services in a timely, economic and efficient manner without delay and disruption and keeps the <i>Client</i> informed at all times of all relevant matters pertaining to the Affected Property;</p> <p>(f) is fully responsible for identifying and obtaining all information, data, Know-How, calculations, drawings, documents, reports, investigations and surveys used for or in connection with the Affected Property the provision of which is undertaken by Others in order that the services are executed in a timely, economic and efficient manner without delay and disruption to the business of the <i>Client</i>;</p> <p>(g) jointly and severally with Others engaged by the <i>Client</i> co-operates and manages the interface of the services with the works of such Others and provides all management services, labour, materials, goods, plants and services necessary for the <i>Service Provider's</i> cooperation and management; and</p> <p>(h) updates the <i>Service Provider's</i> Plan as appropriate to reflect any matter set out in this clause."</p>
Supplement to NEC4 FM clause 26	26	Replace existing clause 26.1 with the following:
	"26.1	<p>The <i>Client</i> is entitled to assign or otherwise dispose of its rights under this contract or any part thereof to:</p> <ul style="list-style-type: none"> <li>• any Central Government Body; or</li> <li>• any other public or private sector body which substantially performs any of the functions that previously had been performed by the <i>Client</i>.</li> </ul>
	26.2	<p>The <i>Service Provider</i> does not, without the prior written consent of the <i>Client</i>, assign novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this contract. In the absence of the <i>Client's</i> written consent no sum of money becoming due under this contract is payable to any person other than the <i>Service Provider</i>.</p>

	26.3	<p>The <i>Client</i> is entitled to, and the <i>Service Provider</i> gives consent to, novate this contract or any part thereof to:</p> <ul style="list-style-type: none"> <li>• any Central Government Body; or</li> <li>• any other public or private sector body which substantially performs any of the functions that previously had been performed by the <i>Client</i>;</li> </ul> <p>upon such terms as the <i>Client</i> specifies.</p>
	26.4	Any change in the legal status of the <i>Client</i> and/or a contracting authority such that it ceases to be a Central Government Body does not affect the validity of this Contract. In such circumstances, this Contract binds and inures to the benefit of any successor body to the <i>Client</i> and/or a contracting authority.
	26.5	If this contract is novated to a body which is not a Central Government Body or if a successor body which is not a Central Government Body becomes the <i>Client</i> (both such bodies being referred to in the remainder of this clause as the “transferee”) the transferee only assigns, novates or otherwise disposes of its rights and obligations under this contract or any part thereof with the written consent of the <i>Service Provider</i> .”
Supplement to NEC4 FM clause 27	27	<p>Replace clause 27 with the following:</p> <p><b>“Confidentiality and information sharing</b></p>
	27.1	<p>Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:</p> <ul style="list-style-type: none"> <li>(a) treat the other Party’s Confidential Information as confidential and safeguard it accordingly;</li> <li>(b) not disclose the other Party’s Confidential Information to any other person without the owner’s prior written consent;</li> <li>(c) immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and</li> <li>(d) notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.</li> </ul>
	27.2	<p>The clause above shall not apply to the extent that:</p> <ul style="list-style-type: none"> <li>(a) such disclosure is a requirement of the <i>law of the contract</i> placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations</li> </ul>

	<p>pursuant to clause 29B;</p> <p>(b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;</p> <p>(c) such information was obtained from a third party without obligation of confidentiality;</p> <p>(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract; or</p> <p>(e) it is independently developed without access to the other Party's Confidential Information.</p>
27.3	<p>The <i>Service Provider</i> may only disclose the <i>Client's</i> Confidential Information to the Service Provider Personnel who are directly involved with the provision of the <i>service</i> (or in the case of professional advisers who are providing advice in relation to the contract or the <i>service</i>) and who need to know the information, and shall ensure that such Service Provider Personnel are aware of and shall comply with these obligations as to confidentiality.</p>
27.4	<p>The <i>Service Provider</i> shall not, and shall procure that the Service Provider Personnel do not, use any of the <i>Client's</i> Confidential Information received otherwise than for the purposes of this Contract.</p>
27.5	<p>The <i>Service Provider</i> may only disclose the <i>Client's</i> Confidential Information to the Service Provider Personnel who need to know the information, and shall ensure that such Service Provider Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any Default, act or omission of any Service Provider Personnel causes or contributes (or could cause or contribute) to the <i>Service Provider</i> breaching its obligations as to confidentiality under or in connection with this contract, the <i>Service Provider</i> shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Service Provider Personnel, the <i>Service Provider</i> shall provide such evidence to the <i>Client</i> as the <i>Client</i> may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the <i>Service Provider</i> is taking appropriate steps to comply with this clause 27, including copies of any written communications to and/or from Service Provider Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Service Provider Personnel in connection with obligations as to confidentiality.</p>

27.6	At the written request of the <i>Client</i> , the <i>Service Provider</i> shall procure that those members of the Service Provider Personnel identified by the <i>Client</i> signs a confidentiality undertaking prior to commencing any work in connection with this Contract.
27.7	<p>The <i>Client</i> may and nothing in this Contract shall prevent the <i>Client</i> from disclosing the Service Provider's Confidential Information:</p> <p>(a) to any Central Government Body and any Central Government Body receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Central Government Body on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Central Government Body;</p> <p>(b) to the Integrator and any other professional adviser, consultant, supplier, contractor or other person engaged by the <i>Client</i> or any Central Government Body (including any benchmarking organisation) for any purpose connected with this Contract;</p> <p>(c) for the purpose of the examination and certification of the <i>Client's</i> accounts;</p> <p>(d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the <i>Client</i> has used its resources;</p> <p>(e) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;</p> <p>(f) to the extent that the <i>Client</i> (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;</p> <p>(g) on a confidential basis for the purpose of the exercise of its rights under this Contract;</p> <p>(h) on a confidential basis to a proposed successor body of the <i>Client</i> in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract;</p> <p>and for the purposes of the foregoing, disclosure of the Service Provider's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the <i>Client</i> under this clause 27.</p>
27.8	The <i>Client</i> shall use all reasonable endeavours to ensure that any government department, Central Government Body, employee, third party or Subcontractor to whom the Service Provider's Confidential Information is disclosed pursuant to the above clause is made aware of the <i>Client's</i> obligations of

		confidentiality.
	27.9	Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR."
Additional Clause	28	Insert new clause 28 as follows:  <b>"Tax Compliance</b>
	28.1	The <i>Service Provider</i> represents and warrants that at the Contract Date, it has notified the <i>Client</i> in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.
	28.2	If, at any point prior to the defects date, an Occasion of Tax Non-Compliance occurs, the <i>Service Provider</i> shall: <ul style="list-style-type: none"> <li>(a) notify the <i>Client</i> in writing of such fact within 5 days of its occurrence; and</li> <li>(b) promptly provide to the <i>Client</i>: <ul style="list-style-type: none"> <li>i. details of the steps which the <i>Service Provider</i> is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and</li> <li>ii. such other information in relation to the Occasion of Tax Non-Compliance as the <i>Client</i> may reasonably require.</li> </ul> </li> </ul>
	28.3	The <i>Service Provider</i> must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.
	28.4	Where the amount payable under a contract with the <i>Client</i> are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the <i>Service Provider</i> must notify CCS and the <i>Client</i> of it within 5 Working Days including: <ul style="list-style-type: none"> <li>(a) the steps that the <i>Service Provider</i> is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and</li> <li>(b) other information relating to the Occasion of Tax Non-Compliance that CCS and the <i>Client</i> may reasonably need.</li> </ul>
	28.5	Where the <i>Service Provider</i> or any Service Provider's Personnel are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the <i>Service Provider</i> must both:

		<p>(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and</p> <p>(b) indemnify the <i>Client</i> against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the <i>service</i> by the <i>Service Provider</i> or any of the Service Provider's Personnel.</p>
	28.6	<p>If any of the Service Provider's Personnel are Workers who receive payment relating to the <i>service</i>, then the <i>Service Provider</i> must ensure that its contract with the worker contains the following requirements:</p> <p>a) the <i>Client</i> may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 28.5, or why those requirements do not apply, the <i>Client</i> can specify the information the Worker must provide and the deadline for responding;</p> <p>b) the Worker's contract may be terminated at the <i>Client's</i> request if the Worker fails to provide the information requested by the <i>Client</i> within the time specified by the <i>Client</i>;</p> <p>c) the Worker's contract may be terminated at the <i>Client's</i> request if the Worker provides information which the <i>Client</i> considers is not good enough to demonstrate how it complies with Clause 28.5 or confirms that the Worker is not complying with those requirements; and</p> <p>d) the <i>Client</i> may supply any information they receive from the Worker to HMRC for revenue collection and management.</p>
Additional clause 29	29	<p>Insert new clause 29 as follows:</p> <p>"The <i>Service Provider</i>:</p>
	29.1	<p>takes full responsibility for the adequacy, stability and safety of all site operations and methods of operation and complies fully with the requirements of the CDM Regulations;</p>
	29.2	<p>warrants that it is fully conversant with the guidance and any codes of practice published by the Health and Safety Executive in relation to the CDM Regulations;</p>
	29.3	<p>throughout the progress of the <i>service</i> and while the <i>Service Provider</i> has access to the Affected Property in accordance with this contract has full regard for the safety of all persons</p>

		entitled to be upon the Affected Property and keeps the Affected Property (so far as the same is under its control) in an orderly state appropriate to the avoidance of danger to such persons and, without limitation, in connection with the <i>service</i> , provides and maintains at its own cost all lights guards fencing warning signs and watching when and where necessary or where required by any competent statutory or other authority for the protection of the <i>service</i> or for the safety and convenience of the public or Others;
	29.4	The <i>Service Provider</i> at all times co-operates, so far as is reasonably practicable, with all parties having health and safety responsibilities on or adjacent to the Affected Property for the effective discharge of those responsibilities;
	29.5	The <i>Service Provider</i> procures that each Subcontractor complies fully with the requirements of the CDM Regulations;
	29.6	Before the commencement of the service the <i>Service Provider</i> provides the <i>Service Manager</i> with a copy of its Statement of health and safety policy, and that of any Subcontractor prior to such Subcontractor commencing the service; and
	29.7	The <i>Service Provider</i> to the extent that he is in control of the Affected Property or any part of it within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974 keeps the Affected Property, its access and egress, safe and without risk to the health of persons using it."
Additional clause 29A	29A	<p>Insert new clause 29A as follows:</p> <p>"The <i>Service Provider</i> retains throughout the Period of Retention:</p> <ul style="list-style-type: none"> <li>• copies of accounts, drawings, specifications, reports, calculations and other documents which record the <i>service</i>;</li> <li>• documents and information obtained or prepared by the <i>Service Provider</i> or any subcontractor in connection with this contract.</li> </ul> <p>The copies are retained in the form stated in the Scope and:</p> <ul style="list-style-type: none"> <li>• in accordance with the requirements of the National Archives and Good Industry Practice;</li> <li>• in chronological order;</li> <li>• in a form capable of audit; and</li> <li>• at its own expense.</li> </ul> <p>The <i>Service Provider</i> permits the <i>Client</i> and the Auditor to examine documents held or controlled by the <i>Service Provider</i> or any Subcontractor.</p>



		The <i>Service Provider</i> provides such oral or written explanations as the <i>Client</i> or the Auditor considers necessary.
Additional clause 29B	29B	Insert new clause 29B as follows:
	“29B.1	The <i>Service Provider</i> acknowledges that unless the <i>Service Manager</i> has notified the <i>Service Provider</i> that the <i>Client</i> is exempt from the provisions of the FOIA, the <i>Client</i> is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The <i>Service Provider</i> cooperates with and assists the <i>Client</i> so as to enable the <i>Client</i> to comply with its information disclosure obligations.
	29B.2	<p>The <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>transfers to the <i>Service Manager</i> all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information,</li> <li>provides the <i>Service Manager</i> with a copy of all information in its possession, or power in the form that the <i>Service Manager</i> requires within five Working Days (or such other period as the <i>Service Manager</i> may specify) of the <i>Service Manager</i>'s request,</li> <li>provides all necessary assistance as reasonably requested by the <i>Service Manager</i> to enable the <i>Client</i> to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and</li> <li>procures that its Subcontractors do likewise.</li> </ul>
	29B.3	The <i>Client</i> is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
	29B.4	The <i>Service Provider</i> does not respond directly to a Request for Information unless authorised to do so by the <i>Service Manager</i> .
	29B.5	The <i>Service Provider</i> acknowledges that the <i>Client</i> may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information without consulting or obtaining consent from the <i>Service Provider</i> or despite the <i>Service Provider</i> having expressed negative views when consulted.

	29B.6	The <i>Service Provider</i> ensures that all information is retained for disclosure throughout the Period of Retention and permits the <i>Service Manager</i> to inspect such records as and when reasonably requested from time to time."
Additional Clause 29C	29C	Insert new clause 29C as follows:
	"29C.1	The <i>Service Provider</i> processes Personal Data and ensures that its employees, Subcontractors and suppliers process Personal Data only in accordance with Contract Schedule 16 (Processing Data).
	29C.2	The <i>Service Provider</i> does not remove any ownership or security notices in or relating to the Government Data.
	29C.3	The <i>Service Provider</i> makes accessible back-ups of all Government Data, stored in an agreed off-site location and send the <i>Client</i> copies every 6 Months.
	29C.4	The <i>Service Provider</i> ensures that any of its systems holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
	29C.5	If at any time the <i>Service Provider</i> suspects or has reason to believe that the Government Data provided under this contract is corrupted, lost or sufficiently degraded then the <i>Service Provider</i> notifies the <i>Client</i> and immediately suggests remedial action.
	29C.6	If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the <i>Client</i> may either or both: <ul style="list-style-type: none"> <li>(a) tell the <i>Service Provider</i> to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the <i>Client</i> receives notice, or the <i>Service Provider</i> finds out about the issue, whichever is earlier; and/or</li> <li>(b) restore the Government Data itself or using a third party.</li> </ul>
	29C.7	The <i>Service Provider</i> pays each party's reasonable costs of complying with clause 29C.6 unless CCS or the <i>Client</i> is at fault.
	29C.8	The <i>Service Provider</i> : <ul style="list-style-type: none"> <li>(a) must provide the <i>Client</i> with all Government Data in an agreed open format within 10 Working Days of a written request;</li> <li>(b) must have documented processes to guarantee prompt availability of Government Data if the <i>Service Provider</i> stops trading;</li> <li>(c) must securely destroy all Storage Media that has held Government Data at the end of its life of that media using Good Industry Practice;</li> </ul>

		<p>(d) must securely erase all Government Data and any copies it holds when asked to do so by CCS or the <i>Client</i> unless required by Law to retain it; and</p> <p>(e) indemnifies the <i>Client</i> against any and all Losses incurred by them in connection with this clause 29C.</p>
Additional Clause 29D	29D	<p><b>Corporate Social Responsibility</b></p> <p>Insert new clause 29D as follows:</p> <p>“The <i>Service Provider</i> complies with the requirements set out in Contract Schedule 21 (Corporate Social Responsibility).”</p>
Additional Clause 29E	29E	<p><b>Supply Chain Visibility</b></p> <p>Insert new clause 29E as follows:</p> <p>“The <i>Service Provider</i> complies with the requirements set out in Contract Schedule 25 (Supply Chain Visibility).”</p>
Additional Clause 29F	29F	<p><b>Transparency Reports</b></p> <p>Insert new clause 29F as follows:</p> <p>“The <i>Service Provider</i> complies with the requirements set out in Contract Schedule 24 (Transparency Reports).”</p>
Additional Clause 29G	29G	<p><b>Accessed Contracts</b></p> <p>Insert new clause 29G as follows:</p> <p>“The <i>Service Provider</i> complies with the requirements set out in Contract Schedule 20 (Accessed Contracts).”</p>
Additional Clause 29H	29H	<p><b>Business Continuity and Disaster Recovery</b></p> <p>“The <i>Service Provider</i> complies with the requirements set out in Contract Schedule 23 (Business Continuity and Disaster Recovery).”</p>
Additional Clause 29I	29I	Insert new clause 29I as follows:
	29I.1	The <i>Client</i> or an Auditor can Audit the <i>Service Provider</i> or any other third party can be Audited under or in relation to the terms of this Contract.
	29I.2	<p>During an Audit, the <i>Service Provider</i> must or must procure that any third party that can be Audited under or in relation to the terms of this Contract:</p> <p>(a) allow the <i>Client</i> or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and</p> <p>(b) provide information to the <i>Client</i> or to the Auditor and reasonable co-operation at their request.</p>

	29I.3	Where the Audit of the <i>Service Provider</i> or any third party that can be Audited under or in relation to the terms of this Contract is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during such Audit with the <i>Client</i> .
Supplement to NEC4 FM clause 30	30.1	Insert at the start of the clause the words “The <i>Service Provider</i> provides the Mobilisation Services from the Mobilisation Start Date and throughout the Mobilisation Period.” Insert in the existing text after the word “work” the words “other than Mobilisation”.
	30.2	Insert new clause 30.2 as follows:  “The <i>Service Provider</i> uses all reasonable endeavours to avoid and mitigate delay.”
Supplement to NEC4 FM clause 31	31.1	Delete clause 31.1 and replace with the following:  “The <i>Service Provider</i> develops its plan during the Mobilisation Period and submits a first plan complying with clause 31.2 to the <i>Service Manager</i> for acceptance on or before the <i>starting date</i> .”
	31.2	Insert:  An additional bullet point after the second bullet:  “● the <i>Service Provider</i> ’s PPM Plan”  Before the penultimate bullet point in the list at clause 31.2 insert the following:  “● a statement of how the <i>Service Provider</i> plans to provide business continuity to continue to Provide the Service following an incident which disrupts its normal operations in compliance with the requirements of Contract Schedule 23 (Business Continuity and Disaster Recovery)”
Supplement to NEC4 FM clause 33  Mobilisation Plan	33	Replace clause 33 with the following:
	“33.1	The <i>Service Provider</i> undertakes Mobilisation during the Mobilisation Period in accordance with the Mobilisation Plan and the Mobilisation Services Schedule at Contract Schedule 7 (Mobilisation Services) and as otherwise required in the Scope so that each Mobilisation Deliverable is achieved by the Milestone Date for such Mobilisation Deliverable.  The first Mobilisation Plan is the Mobilisation Plan identified in the Contract Data and prepared by the <i>Service Provider</i> before the Contract Date. The <i>Service Provider</i> submits a first revised Mobilisation Plan within ten Working Days of the Mobilisation Start Date for acceptance and thereafter as required by clause 33.4.”
	33.2	The <i>Service Provider</i> shows on the Mobilisation Plan submitted for acceptance the information which the Mobilisation Services

	Schedule at Contract Schedule 7 (Mobilisation Services) requires the <i>Service Provider</i> to show including the <i>Service Provider's</i> completed Milestone Schedule.
33.3	<p>Within twenty Working Days of the <i>Service Provider</i> submitting the first revised Mobilisation Plan for acceptance and within five Working Days of submission of subsequent revised Mobilisation Plans, the <i>Service Manager</i> notifies the <i>Service Provider</i> of the acceptance of the Mobilisation Plan or the reasons for not accepting it. A reason for not accepting a Mobilisation Plan is that:</p> <ul style="list-style-type: none"> <li>the <i>Service Provider's</i> plans which it shows are not practicable;</li> <li>the <i>Service Provider's</i> plan will not enable the <i>Service Provider</i> to Mobilise in accordance with the contract; or</li> <li>it does not comply with the Scope and/or Mobilisation Services Schedule.</li> </ul> <p>If the <i>Service Manager</i> does not accept the Mobilisation Plan, the <i>Service Provider</i> submits a revised Mobilisation Plan.</p>
33.4	<p>The <i>Service Provider</i> submits a revised Mobilisation Plan to the <i>Service Manager</i> for acceptance:</p> <ul style="list-style-type: none"> <li>within the <i>period for reply</i> after the <i>Service Manager</i> has instructed the <i>Service Provider</i> to; and</li> <li>when the <i>Service Provider</i> chooses to for the purpose of efficacy of Mobilisation or to expedite or avoid delay.</li> </ul> <p>Where the <i>Service Manager</i> has not accepted a previously submitted Mobilisation Plan, the failure by the <i>Service Provider</i> to submit a revised Mobilisation Plan that the <i>Service Manager</i> accepts is a Material Default.</p>
33.5	Mobilisation Deliverables, Milestones and Milestone Dates are stated by the <i>Service Provider</i> in its Milestone Schedule which incorporates the Authority Critical Milestones stated in Annex 1a to the Mobilisation Services Schedule at Contract Schedule 7 (Mobilisation Services). A Milestone Date contained in a previously accepted Mobilisation Plan does not change unless a change to the Milestone Date is accepted in writing by the <i>Service Manager</i> . A reason for accepting a change to a Milestone Date is that the change is necessary because Achievement of the Mobilisation Deliverable has been or will be delayed by an Authority Responsibility or by default by the <i>Client</i> , the Integrator, the Incumbent Supplier or the <i>Service Manager</i> .
33.6	When the <i>Service Provider</i> considers that it has Achieved a Mobilisation Deliverable, the <i>Service Provider</i> submits evidence to the <i>Service Manager</i> to demonstrate that the <i>Service Provider</i> has Achieved such Mobilisation Deliverable. Where the <i>Service Manager</i> considers that a Mobilisation Deliverable has been Achieved the <i>Service Manager</i> issues a Satisfaction Certificate accordingly.
33.7	Where a Milestone Payment is stated in the Mobilisation Schedule for Achievement of a Mobilisation Deliverable, upon issue of the Satisfaction Certificate, the <i>Service Provider</i> may

		include such payment (after deduction of any applicable Delay Payment) in its application for payment before the assessment date next following the issue of the Satisfaction Certificate. A Milestone Payment is a fixed amount for achievement of the Mobilisation Deliverable to which the payment relates subject to any deduction under clause 33.9.
	33.8	The <i>Service Provider</i> provides early warning if it considers that there is or is likely to be a delay to the Achievement of a Mobilisation Deliverable or in delivery of the Mobilisation Plan. Where the <i>Service Manager</i> considers that the Mobilisation Deliverable has not been Achieved the <i>Service Manager</i> notifies the <i>Service Provider</i> accordingly with reasons.
	33.9	Where a Critical Path Milestone is not Achieved by the Milestone Date the <i>Service Provider</i> shall pay or allow by way of a deduction a Delay Payment calculated for each day of delay as stated in the Mobilisation Plan calculated from the Milestone Date until the date when the Mobilisation Deliverable is Achieved provided that any Delay Payment shall not exceed 25% of the total available Milestone Payment for the relevant Mobilisation Deliverable.
	33.10	The <i>Service Provider</i> acknowledges and agrees that a Delay Payment is an adjustment to the price, not an estimate of the <i>Client's</i> loss resulting from the delay to Achievement of the relevant Mobilisation Deliverable.
	33.11	A Delay Payment is the <i>Client's</i> exclusive financial remedy for the <i>Service Provider's</i> failure to achieve a Critical Path Milestone by the Milestone Date except where the <i>Client</i> is entitled to terminate the contract.
	33.12	No act, omission or failure to act by the <i>Client</i> shall prejudice or be deemed to be a waiver of the right of the <i>Client</i> to recover a Delay Payment."
Supplement to NEC4 FM clause 34	34.1	Delete clause 34.1 and replace with the following:  "The <i>Service Provider</i> shall, within three (3) months after the <i>starting date</i> , deliver to the <i>Client</i> a demobilisation plan in the form of the Exit Plan which complies with the requirements set of Contract Schedule 22 (Exit Management) and is otherwise reasonably satisfactory to the <i>Client</i> ."
	34.2	In clause 34.2 after the word "which" replace the word "Scope" with the words "Contract Schedule 22 (Exit Management)".
	34.3	After the word "Scope" add "or Contract Schedule 22 (Exit Management)".
	34.4	Delete clause 34.4 and replace with the following:  "The <i>Service Provider</i> submits a revised demobilisation plan to the <i>Service Manager</i> for acceptance:  <ul style="list-style-type: none"> <li>every twelve (12) months throughout the Service Period; and</li> </ul>

		<ul style="list-style-type: none"> <li>no later than twenty (20) Working Days after a request from the <i>Client</i> for an up-to-date copy of the demobilisation plan;</li> <li>as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;</li> <li>as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the <i>service</i>."</li> </ul>
		Insert new clauses 34.5-34.8 as follows:
	34.5	The <i>Service Provider</i> shall within 30 days from the <i>starting date</i> provide to the <i>Client</i> a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
	34.6	During the Service Period, the <i>Service Provider</i> shall promptly:
	34.6.1	create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and subcontracts and other relevant agreements required in connection with the <i>service</i> ; and
	34.6.2	create and maintain the Register.
	34.7	The <i>Service Provider</i> shall:
	34.7.1	ensure that all Exclusive Assets listed in the Register are clearly physically identified as such; and
	34.7.2	procure that all licences for Third Party Software and all subcontracts shall be assignable and/or capable of novation (at no cost or restriction to the <i>Client</i> ) at the request of the <i>Client</i> to the <i>Client</i> (and/or its nominee) and/or any Replacement Supplier upon the <i>Service Provider</i> ceasing to Provide the Service (or part) and if the <i>Service Provider</i> is unable to do so, the <i>Service Provider</i> shall promptly notify the <i>Client</i> and the <i>Client</i> may require the <i>Service Provider</i> to procure an alternative Subcontractor or provider of the services.
	34.8	Each Party shall appoint an Exit Manager within three (3) Months of the <i>starting date</i> . The Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this contract."
Additional clause	35.2	Insert as new clause 35.2 the following <b>"Admittance to Affected Property</b>
	35.2.1	The <i>Service Provider</i> submits to the <i>Service Manager</i> details of people who are to be employed by it and its Subcontractors in Providing the Service. The details include a list of names and addresses, the capabilities in which they are employed, and

		other information required by the <i>Service Manager</i> .
	35.2.2	The <i>Service Manager</i> may instruct the <i>Service Provider</i> to take measures to prevent unauthorised persons being admitted to the Affected Property.
	35.2.3	Employees of the <i>Service Provider</i> and its Subcontractors are to carry a <i>Client's</i> pass and comply with all conduct requirements from the <i>Client</i> whilst they are on the parts of the Affected Property identified in the Scope.
	35.2.4	The <i>Service Provider</i> complies at all times with Annex I of the Scope, DWP Competency Management Passport Scheme.
	35.2.5	The <i>Service Provider</i> submits to the <i>Service Manager</i> for acceptance a list of the names of the people for whom passes are required. On acceptance, the <i>Service Manager</i> issues the passes to the <i>Service Provider</i> . Each pass is returned to the <i>Service Manager</i> when the person no longer requires access to that part of the Affected Property or after the <i>Service Manager</i> has given notice that the person is not to be admitted to the Affected Property.
	35.2.6	The <i>Service Provider</i> does not take photographs of the Affected Property or of work carried out in connection with the <i>service</i> unless it has obtained the consent of the <i>Service Manager</i> .
	35.2.7	The <i>Service Provider</i> takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs."
Supplement to NEC4 FM clause 41	41.1	Replace existing clause 41.1 as follows:  "This clause only applies to tests and inspections of the <i>service</i> required by the Scope or the Law."
Supplement to NEC4 FM clause 43	43.5	Replace existing clause 43.5 with the following:  "If a notified Service Failure cannot be corrected, because that part of the <i>service</i> was not provided within the times stated in the Scope, the <i>Service Manager</i> assesses the charges that the <i>Service Provider</i> would have made to the <i>Client</i> in respect of that part of the <i>service</i> and the Prices are reduced accordingly. The Scope is treated as having been changed to accept the Service Failure."
	43.6	Replace existing clause 43.6 with the following:  "In assessing the cost to the <i>Client</i> of having the Service Failure corrected the <i>Service Manager</i> takes into account any amounts in the Price for Service Provided to Date which would result in the <i>Client</i> paying or retaining the same amount twice."
Additional clause	45	Insert new clause 45 as follows:  <b>"Rectification Plan</b>



45.1	In the event that a Notifiable Event occurs, the <i>Service Provider</i> notifies the <i>Client</i> within 5 Working Days of becoming aware of the same setting out details of the actual or anticipated effect of the Notifiable Event.
45.2	If the <i>Client</i> considers that a Notifiable Event has occurred it may without limiting its other rights request the <i>Service Provider</i> to provide a draft Rectification Plan in the form of the template at Contract Schedule 27 (Rectification Plan). A request from the <i>Client</i> shall set out sufficient detail of what it considers to be the Notifiable Event to make it clear what the <i>Service Provider</i> has to rectify.
45.3	The <i>Service Provider</i> provides a draft Rectification Plan within 5 Working Days of notification under clause 45.1 or receipt of the <i>Client's</i> request under clause 45.2. The <i>Service Provider</i> submits a Rectification Plan even if it disputes that it is responsible for the Notifiable Event.
45.4	<p>Within 10 Working Days (or such other period as the Parties agree) of receipt of the Rectification Plan, the <i>Client</i> notifies the <i>Service Provider</i> that:</p> <p>(a) it accepts the draft Rectification Plan; or</p> <p>(b) it does not accept the draft Rectification Plan and provides reasons for doing so. A reason for not accepting the draft Rectification Plan is because it is not detailed enough to evaluate, will take too long to complete, will not prevent recurrence of the Notifiable Event or is otherwise unacceptable to the <i>Client</i>.</p>
45.5	Where the <i>Client</i> accepts the draft Rectification Plan, the <i>Service Provider</i> immediately implements the actions in the draft Rectification Plan at its own cost, unless otherwise agreed by the Parties.
45.6	Where the <i>Client</i> rejects the draft Rectification Plan, the <i>Service Provider</i> resubmits its draft Rectification Plan taking into account the <i>Client's</i> comments within 5 Working Days of notification under clause 45.4(b).
45.7	<p>The <i>Client</i> may terminate this contract because:</p> <p>(a) the <i>Service Provider</i> fails to submit a draft Rectification Plan to the <i>Client</i> in accordance with clause 45.3 or 45.6;</p> <p>(b) the <i>Service Provider</i> fails to submit a draft Rectification Plan which the <i>Client</i> acting reasonably does not approve;</p> <p>(c) the <i>Service Provider</i> fails to rectify a Notifiable Event capable of remedy within the later of:</p> <ol style="list-style-type: none"> <li>i. 20 Working Days of notification pursuant to clause 45.1;</li> <li>ii. where the parties agree a Rectification Plan and the <i>Service Provider</i> is implementing the same, the</li> </ol>

		<p>date for rectification stipulated in the Rectification Plan;</p> <p>(d) following successful implementation of a Rectification Plan the same event occurs within a period of 6 months for the same (or substantially the same) root cause as that original Notifiable Event)</p> <p>(each a <b>Rectification Plan Failure</b>).</p>
	45.8	For the avoidance of doubt, nothing in this clause 45 shall limit the <i>Service Provider's</i> obligations under clause 43 or any other provision of this contract."
Additional clause	46	<p>Insert new clause 46 as follows:</p> <p><b>"Increased Monitoring</b></p>
	46.1	At any time, the <i>Client</i> may notify the <i>Service Provider</i> that it is increasing its level of monitoring of the <i>Service Provider</i> and/or (at the <i>Client's</i> option) of the <i>Service Provider's</i> monitoring of its own performance under this contract until such time as the <i>Service Provider</i> demonstrates to the reasonable satisfaction of the <i>Client</i> that it is performing its obligations under this contract.
	46.2	Where the <i>Client</i> issues a notice under clause 46.1 as a result of any failure by the <i>Service Provider</i> to perform its obligations under this contract, the <i>Service Provider</i> bears its own costs and indemnifies and keeps indemnified the <i>Client</i> at all times from and against all reasonable costs and expenses incurred by or on behalf of the <i>Client</i> (including management costs and professional fees) in relation to such increased monitoring).
	46.3	Where the <i>Client</i> issues a notice under clause 46.1 other than as a result of a Critical Performance Failure, Persistent KPI Failure, Service Failure or any other failure by the <i>Service Provider</i> to perform its obligations under this contract, the <i>Client</i> bears its own costs and indemnifies and keeps indemnified the <i>Service Provider</i> at all times from and against all reasonable costs and expenses incurred by or on behalf of the <i>Service Provider</i> in relation to such increased monitoring."
Additional clause	47	<p>Insert new clause 47 as follows:</p> <p><b>"Remedial Advisor</b></p>
	47.1	<p>Without prejudice to any right to terminate this contract the <i>Client</i> may have, if an Intervention Trigger Event occurs or, in the <i>Client's</i> reasonable opinion, is likely to occur, the <i>Client</i> gives notice to the <i>Service Provider</i> with reasonable details of the Intervention Trigger Event and requiring:</p> <p>(a) a meeting between the <i>Client</i> and the <i>Service Provider</i> to discuss the Intervention Trigger Event and the <i>Service Provider's</i> detailed proposals to avoid or rectify the relevant Intervention Trigger Event; and/or</p> <p>(b) the appointment as soon as practicable of a Remedial Adviser.</p>

47.2	<p>If the <i>Client</i> notifies the <i>Service Provider</i> that it requires a Remedial Adviser to be appointed:</p> <ul style="list-style-type: none"> <li>(a) the <i>Service Provider</i> shall select and the <i>Client</i> shall approve within 10 Working Days a suitably skilled and experienced person with sufficient capacity to be appointed as Remedial Adviser or, if no such person is approved within 10 Working Days, the <i>Client</i> shall identify the person to be appointed as Remedial Adviser;</li> <li>(b) the terms of engagement and start date agreed with the Remedial Adviser are approved by the <i>Client</i>;</li> <li>(c) subject to clause 47.6, any right of the <i>Client</i> to terminate this contract in respect of the relevant Intervention Trigger Event is suspended for 60 days from the date of the notice issued pursuant to clause 47.1 (the <b>Intervention Period</b>)</li> </ul>
47.3	<p>The Remedial Adviser's overall objective is to mitigate the effects of, and (to the extent possible) remedy the relevant Intervention Trigger Event and avoid the recurrence of the same. In order to achieve that objective the Parties agree that the Remedial Adviser may:</p> <ul style="list-style-type: none"> <li>(a) observe the conduct of and work alongside the Service Provider Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the relevant Intervention Trigger Event;</li> <li>(b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;</li> <li>(c) write reports and provide information to the <i>Client</i> in connection with the steps being taken by the <i>Service Provider</i> to remedy the relevant Intervention Trigger Event;</li> <li>(d) make recommendations to the <i>Client</i> and/or the <i>Service Provider</i> as to how the relevant Intervention Trigger Event might be mitigated or avoided in the future and/or</li> <li>(e) take any other steps that the <i>Client</i> and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the relevant Intervention Trigger Event.</li> </ul>
47.4	<p>The <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>(a) works alongside, provides information to, co-operates in good faith with and adopts any reasonable methodology in providing the <i>services</i> recommended by the Remedial Adviser;</li> <li>(b) ensures that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Affected Property;</li> <li>(c) submits to such monitoring as the <i>Client</i> and/or the Remedial Adviser considers reasonable and</li> </ul>

		<p>proportionate in respect of the relevant Intervention Trigger Event;</p> <p>(d) implements all reasonable recommendations made by the Remedial Adviser and approved by the <i>Client</i> within the timescales stipulated; and</p> <p>(e) shall not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the <i>Client's</i> consent, not to be unreasonably withheld.</p>
	47.5	The <i>Service Provider</i> is responsible for the costs of appointing, and the fees charged by, the Remedial Adviser. The <i>Service Provider</i> bears its own costs in connection with any action required by the <i>Client</i> and/or Remedial Adviser pursuant to this clause 47.
	47.6	If the <i>Service Provider</i> fails to comply with the instructions given in any notice issued pursuant to clause 47.2 or defaults on its obligations under clause 47.4 or if the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period (each a <b>Remedial Adviser Failure</b> ) the <i>Client</i> is entitled to terminate this contract.
	47.7	<p>The <i>Client</i> may require the <i>Service Provider</i> to replace the Remedial Adviser at any time in which case the <i>Client</i> shall pay the cost to the <i>Service Provider</i> of appointing, and the fees charged by, a replacement Remedial Adviser unless:</p> <p>(a) the existing Remedial Adviser is in default;</p> <p>(b) the recommendations and steps proposed by the existing Remedial Adviser are not practicable or will not rectify the Intervention Trigger Event</p> <p>in which case the <i>Service Provider</i> shall be responsible for such costs and fees."</p>
Additional clause	48	<p>Insert new clause 48 as follows:</p> <p><b>"Step-in rights</b></p>
	48.1	<p>On the occurrence of a Step-In Trigger Event the <i>Client</i> serves notice on the <i>Service Provider</i> (a <b>Step-In Notice</b>) that it will take action under this clause 48 either itself or via a third party specifying:</p> <p>(a) the action that the <i>Client</i> wishes to take and in particular the <i>services</i> that it wishes to control (the <b>Required Action</b>);</p> <p>(b) the Step-In Trigger Event that has occurred and whether the <i>Client</i> believes that the Required Action is due to a default by the <i>Service Provider</i>;</p> <p>(c) the date on which it wishes to commence the Required Action;</p> <p>(d) the time period which it believes will be necessary for the Required Action; and</p>

	(e) to the extent practicable, the impact that the <i>Client</i> anticipates the Required Action will have on the <i>Service Provider's</i> obligations to Provide the Service during the period that the Required Action is being taken.
48.2	<p>Following service of a Step-In Notice the <i>Client</i>:</p> <p>(a) takes the Required Action(s) and any consequential additional actions as it reasonably believes is necessary to achieve the Required Action;</p> <p>(b) keeps records of the Required Action(s) taken and provides information about the same to the <i>Service Provider</i>;</p> <p>(c) cooperates wherever reasonable with the <i>Service Provider</i> in order to enable the <i>Service Provider</i> to continue to Provide the Service in relation to which the <i>Client</i> is not assuming control;</p> <p>(d) acts reasonably in mitigating the cost that the <i>Service Provider</i> will incur as a result of the exercise of the <i>Client's</i> rights under this clause 48.</p>
48.3	<p>For so long as and to the extent that the Required Action is continuing, then:</p> <p>(a) the <i>Service Provider</i> shall not be obliged to provide services to the extent that they are subject to the Required Action;</p> <p>(b) no KPI Credits shall be applicable in relation to amounts due under this Contract in respect of services that are the subject of the Required Action; and</p> <p>(c) the <i>Client</i> shall deduct its additional costs of providing the Required Action(s) from amounts otherwise due under this contract.</p>
48.4	If the <i>Service Provider</i> demonstrates to the reasonable satisfaction of the <i>Client</i> that the Required Action is resulting in the degradation of any of the services not subject to the Required Action beyond that which would be the case if the <i>Client</i> was not taking the Required Action, then the <i>Service Provider</i> shall be entitled to an agreed adjustment of the Prices.
48.5	<p>Before ceasing to exercise its right to step-in, the <i>Client</i> delivers a written notice to the <i>Service Provider</i> (a <b>Step-Out Notice</b>), specifying:</p> <p>(a) the Required Action it has actually taken; and</p> <p>(b) the date on which the <i>Client</i> plans to end the Required Action (the <b>Step-Out Date</b>) subject to the <i>Client</i> being satisfied with the <i>Service Provider's</i> ability to resume the provision of any services which are subject to the Required Action and the <i>Service Provider</i> providing a satisfactory plan relating to the resumption by the <i>Service Provider</i> of such services, including any action the <i>Service</i></p>

		<i>Provider</i> proposes to take to ensure that the affected services satisfy the requirements of this contract (a <b>Step-Out Plan</b> ).
	48.6	The <i>Service Provider</i> , following receipt of a Step-Out Notice and not less than twenty (20) days prior to the Step-Out Date, develops for approval a draft Step-Out Plan.
	48.7	If the <i>Client</i> does not approve the draft Step-Out Plan, the <i>Client</i> informs the <i>Service Provider</i> of its reasons for not doing so. The <i>Service Provider</i> shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the <i>Client</i> for approval. The <i>Client</i> shall not withhold or delay approval of the draft Step-Out Plan unnecessarily.
	48.8	The <i>Service Provider</i> shall bear its own costs in connection with any step-in by the <i>Client</i> under this clause 48, provided that the <i>Client</i> shall reimburse the <i>Service Provider's</i> reasonable additional expenses incurred directly as a result of any step-in action taken by the <i>Client</i> other than as a result of a Default or threat of Default by the <i>Service Provider</i> ."
Additional clause	49	Insert new clause 49 as follows:  "The actions and remedies set out in clauses 40-48 of this contract are without prejudice to any other rights and remedies available to the <i>Client</i> ."
Supplement to NEC4 FM clause 50	50.1	In the third line delete the words " <i>starting date</i> " and replace with " <i>Mobilisation Start Date</i> ".
	50.2	Replace the words "the Scope" at the end of the first paragraph of clause 50.2 with the words "paragraph 10 of Contract Schedule 3 (Pricing Details)".
	50.7	Insert new clause 50.7 as follows:  "The Price for Services Provided to Date as calculated under Contract Schedule 3 (Pricing Details) include any TUPE Surcharge to which the <i>Service Provider</i> is entitled under Contract Schedule 13 (TUPE Surcharge)."
Supplement to NEC4 FM clause 51	51.2	In clause 51.2, replace the text after the second bullet point with the following:  "three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated so that the <i>Client</i> makes each certified payment to the <i>Service Provider</i> within 30 days of receipt of a valid, undisputed invoice, in cleared funds using the payment method and details stated in Contract Schedule 3 or as otherwise agreed. The <i>Client</i> shall accept and process for payment an electronic invoice submitted for payment by the <i>Service Provider</i> where the invoice is undisputed and where it complies with EN16931-1."
	51.6	Add as new clause 51.6 the following:
	51.6.1	"The <i>Client</i> may retain or set-off payment of any amount owed to it by the <i>Service Provider</i> if notice and reasons are provided.

	51.6.2	The <i>Service Provider</i> ensures that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice, failing which CCS or the <i>Client</i> may publish details of such late or non-payment.
	51.6.3	If more favourable commercial terms are available to CCS or the <i>Client</i> for the supply at cost of any materials, goods or services used by the <i>Service Provider</i> to Provide the Service, the <i>Client</i> may require the <i>Service Provider</i> to replace its existing commercial terms with those more favourable for the relevant items.
	51.6.4	If the <i>Client</i> requires the use of more favourable terms under clause 51.6.3 above, the Prices are reduced by an amount commensurate with any savings resulting from the more favourable terms.
	51.6.5	The <i>Service Provider</i> may not set-off, discount or abate from an amount due to the <i>Client</i> under this contract any amount that may be due to the <i>Service Provider</i> by the <i>Client</i> save where the court otherwise directs.”
Supplement to NEC4 FM clause 53	53.1	Add the following sentence at the start of clause 53.1:  “The Parties observe the requirements of Contract Schedule 6 (Key Performance Indicators). The <i>Service Provider</i> Provides the Services to meet or exceed: <ul style="list-style-type: none"> <li>the KPI Performance Measure for each KPI and the associated Target Performance for each KPI and</li> <li>the SPI Performance Measure for each SPI and the associated Target Performance for each SPI.</li> </ul>
		Replace clauses 53.2 and 53.3 with the following:
	“53.2	The <i>Service Provider</i> sends Performance Monitoring Reports to the <i>Client</i> detailing the level of service which was achieved in accordance with the provisions of Part B of Contract Schedule 6 (Key Performance Indicators).
	53.3	The <i>Client</i> may exercise the rights set out in Part A of Contract Schedule 6 (Key Performance Indicators) including (without limitation) where there is a: <ul style="list-style-type: none"> <li>KPI Failure including the delivery and implementation of a Performance Improvement Plan and the right to any KPI Credits; and</li> <li>SPI Failure the delivery and implementation of a Performance Improvement Plan.”</li> </ul>
	53.4	Add the following sentence at the end of 53.4 as follows:  “A KPI Credit is a price adjustment, not an estimate of the Loss that may be suffered by the <i>Client</i> as a result of the <i>Service Provider’s</i> failure to meet any KPI Performance Measure”

Additional clause	57	<p>Insert new clause 57 as follows:</p> <p><b>Continuous improvement, benchmarking and gainshare</b></p> <p>“The Parties shall comply with the requirements of:</p> <ul style="list-style-type: none"> <li>• Contract Schedule 9 (Continuous Improvement).;</li> <li>• Contract Schedule 10 (Benchmarking); and</li> <li>• Contract Schedule 11 (Gainshare)”</li> </ul>
Additional Clause	58	Insert new clause 58 as follows:
	58.1	The <i>Service Provider</i> assesses the amount due to a Subcontractor without taking into account the amount certified by the <i>Service Manager</i> .
	58.2	<p>The <i>Service Provider</i> includes in the contract with each Subcontractor:</p> <ul style="list-style-type: none"> <li>a) a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,</li> <li>b) a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and</li> <li>c) a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Service Provider</i>.</li> </ul>
Supplement to NEC4 FM clause 60	60.1 (2)	Delete clause 60.1 (2) and insert “Not used”.
	60.1 (8)	Add at the end of the clause “(except where the matter is expressly stated to be for the <i>Service Manager’s</i> or the <i>Client’s</i> discretion)”.
	60.1 (16)	<p>Replace existing clause 60.1(16) with the following:</p> <p>“The <i>Service Manager</i> notifies the <i>Service Provider</i> that a quotation for a proposed instruction is not accepted provided that for the avoidance of doubt it is not a compensation event if the quotation relates to a Service Order.”</p>
	60.2	Delete clause 60.2.
Supplement to NEC4 FM clause 61	61.4	<p>In clause 61.4,</p> <p>Replace the words “one week” with the words “two weeks”.</p> <p>Replace the text in the first bullet point after the words “If the event” with the following:</p>



		<p>“arises from any act, error, omission, negligence, breach or default of the <i>Service Provider</i> or Subcontractors or any of their employees or agents,”</p> <p>At the end of the second paragraph after the word “quotations” add the words:</p> <p>“or, where the <i>Service Manager</i> reasonably considers that the <i>Service Provider</i> has provided inadequate information or that further information is otherwise required by the <i>Service Manager</i> to determine that the event notified is a compensation event, the <i>Service Manager</i> notifies the <i>Service Provider</i> accordingly and the <i>Service Manager</i> shall provide a response to the <i>Service Provider</i> within two weeks of such information being made available.”</p>
Supplement to NEC4 FM clause 63	63.5	<p>In the first bullet point insert the following wording at the beginning:</p> <p>“a change to the Scope relating to a Project or”</p> <p>Insert additional bullet points as follows:</p> <ul style="list-style-type: none"> <li>• a reduction in cost consequent upon any action under clause 51.6.3;</li> <li>• a change to the Scope consequent upon the implementation of an improvement identified in the Continuous Improvement Plan;</li> <li>• a change to the Scope consequent upon a Service Exclusion Notice;</li> <li>• a change in anticipated required PPM and Reactive Maintenance Tasks consequent upon changes in quantities of or the composition of assets identified by the <i>Service Provider</i> in an Asset Verification Report which is accepted by the <i>Client</i> pursuant to paragraph 5.7.7 of Schedule 7 (Mobilisation Plan)”</li> </ul>
	63.10	In clause 63.10 add the words "and has used all reasonable to avoid and mitigate delay".
	63.12	<p>Delete existing clause 63.12 and replace with the following:</p> <p>“If the effect of the implementation of an improvement proposed by the <i>Service Provider</i> under a Continuous Improvement Plan increases the Defined Cost, the Prices are not changed.”</p>
Supplement to NEC4 FM clause 64	64.4	<p>Replace existing clause 64.4 with the following:</p> <p>“If the <i>Service Manager</i> does not assess a compensation event within the time allowed, the <i>Service Provider</i> may notify the <i>Service Manager</i> of that failure. If the <i>Service Provider</i> submitted more than one quotation for the compensation event, the notification states which quotation the <i>Service Provider</i> proposes is to be used.”</p>
Supplement to NEC4 FM clause 70	70	<p>Delete existing clause 70 and replace with the following:</p> <p>"70 <i>Client's</i> title to Plant and Materials</p>

70.1	<p>The value of Plant and Materials outside the Service Areas is excluded from the Price for Services Provided to Date unless:</p> <ul style="list-style-type: none"> <li>• the Plant and Materials is within the Great Britain</li> <li>• the <i>Service Provider</i> demonstrates to the satisfaction of the <i>Service Manager</i> that the <i>Service Provider</i> has unencumbered title to the Plant and Materials,</li> <li>• the Plant and Materials is stored separately and is clearly and visibly marked as for the <i>Client</i> and this contract,</li> <li>• the Plant and Materials is adequately protected against water, theft, vandalism and other casualties,</li> <li>• the Plant and Materials is insured against loss or damage while stored or in transit to the Service Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Service Areas, and</li> <li>• the <i>Service Provider</i> has provided an off site materials bond for the value of the Plant and Materials.</li> </ul>
70.2	<p>The off site materials bond is issued by a bank or insurer which the <i>Service Manager</i> has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is in the form set out in the Scope.</p>
70.3	<p>Where the value of Plant and Materials outside the Service Areas is included in the Price for Services Provided to Date</p> <ul style="list-style-type: none"> <li>• the <i>Service Provider's</i> title in the Plant and Materials passes to the <i>Client</i>,</li> <li>• the <i>Client</i> may require a vesting certificate from the <i>Service Provider</i> (and if applicable the <i>Service Provider</i> shall procure a vesting certificate from the relevant Subcontractor, manufacturer or distributor) in such a form as the <i>Client</i> may require</li> <li>• the <i>Service Provider</i> does not remove it from where it is stored except for use on the <i>services</i> and</li> <li>• the risk of loss or damage to the Plant and Materials remains with the <i>Service Provider</i>.</li> </ul>
70.4	<p>The value of Plant and Materials within the Service Areas is excluded from the Price for Services Provided to Date unless</p> <ul style="list-style-type: none"> <li>• title in the Plant and Materials has already passed to the <i>Client</i> under clause 70.3 or</li> </ul>

		<ul style="list-style-type: none"><li>the <i>Service Provider</i> demonstrates to the satisfaction of the <i>Service Manager</i> that the <i>Service Provider</i> has unencumbered title in the Plant and Materials.</li></ul>			
	70.5	The <i>Service Provider's</i> title in Plant and Materials passes to the <i>Client</i> when it is brought within the Service Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the <i>Service Provider</i> .			
	70.6	The <i>Service Provider</i> does not remove Plant and Materials within the Service Areas from where it is stored except for use on the <i>services</i> or with the <i>Service Manager's</i> permission.			
	70.7	The title to Plant and Materials passes back to the <i>Service Provider</i> if it is removed from the Service Areas with the <i>Service Manager's</i> permission."			
Supplement to NEC4 FM clause 80	82.2	Insert the words "to Others" after the word "paid" in the first line of clause 82.2.			
	83.2	Insert at the end of clause 83.2 the words:  "and any other insurances as may be required by applicable Law"			
	83.3	Replace the first paragraph of clause 83.3 with the following:  "Other than the third insurance stated (death or bodily injury to the <i>Service Provider's</i> employees), the insurances in the Insurance Table contain an indemnity to principals clause under which the <i>Client</i> shall be indemnified in respect of claims made against the <i>Client</i> in respect of death or bodily injury or third-party property damage arising out of or in connection with the <i>services</i> and for which the <i>Service Provider</i> is legally liable or are in the joint names of the Parties. The <i>Service Provider's</i> insurances provide cover for events which are the <i>Service Provider's</i> liability and are:  <ul style="list-style-type: none"><li>maintained in accordance with Good Industry Practice;</li><li>(so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;</li><li>taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and</li><li>maintained for at least six (6) years after the end of the Service Period."</li></ul>			
		In the Insurance Table add a fourth requirement as follows:			
		<table><tr><th>Insurance Against</th><th>Minimum Amount of Cover</th></tr><tr><td>Any professional liability of the <i>Service Provider</i> under the contract for failure to use the degree of skill and care,</td><td>The amount stated in the Contract Data per occurrence and in the aggregate.</td></tr></table>	Insurance Against	Minimum Amount of Cover	Any professional liability of the <i>Service Provider</i> under the contract for failure to use the degree of skill and care,
Insurance Against	Minimum Amount of Cover				
Any professional liability of the <i>Service Provider</i> under the contract for failure to use the degree of skill and care,	The amount stated in the Contract Data per occurrence and in the aggregate.				

		diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector	
84.4		<p>Insert new clause 84.4 as follows:</p> <p>"Without limiting the other provisions of this contract, the <i>Service Provider</i> shall:</p> <ul style="list-style-type: none"> <li>• take or procure the taking of all reasonable risk management and risk control measures in relation to <i>services</i> as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;</li> <li>• promptly notify the insurers in writing of any relevant material fact under any insurances of which the <i>Service Provider</i> is or becomes aware; and</li> <li>• hold all policies in respect of the insurances and cause any insurance broker effecting the insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party</li> <li>• not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.</li> </ul>	
84.5		The <i>Service Provider</i> shall ensure that any insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this contract and if any claims are made which do not relate to this contract then the <i>Service Provider</i> shall notify the <i>Client</i> and provide details of its proposed solution for maintaining the minimum limit of indemnity.	
84.6		The <i>Service Provider</i> shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part.	
84.7		The <i>Service Provider</i> shall use all reasonable endeavours to notify the <i>Client</i> (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.	
84.8		The <i>Service Provider</i> shall notify the <i>Client</i> in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the insurances.	
Additional Clause	87	Insert new clause 87 as follows:	

		"The <i>Service Provider</i> shall:																		
	87.1	promptly notify to insurers any matter arising from or in relation to the <i>services</i> or any contract for which it may be entitled to claim under any of the insurances;																		
	87.2	co-operate with the <i>Client</i> and assist it in dealing with any claim the <i>Client</i> receives relating to or arising out of the <i>services</i> including without limitation providing information and documentation in a timely manner;																		
	87.3	save where the <i>Client</i> is the claimant, give the <i>Client</i> notice within twenty (20) Working Days of any insurance claim (or which, but for the application of the applicable policy excess, would be an insurance claim) in excess of 10% of the sum required to be insured relating to or arising out of the provision of the <i>services</i> or this contract and (if required by the <i>Client</i> ) full details of the incident giving rise to the claim.																		
Additional Clause	88	Insert new clause 88.1 and 88.2 as follows:																		
	88.1	Where any insurance requires payment of a premium, the <i>Service Provider</i> shall be liable for and shall promptly pay such premium.																		
	88.2	Where any insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the <i>Service Provider</i> shall be liable for such excess or deductible. The <i>Service Provider</i> shall not be entitled to recover from the <i>Client</i> any sum paid by way of excess or deductible under the insurances whether under the terms of this contract or otherwise.																		
Supplement to NEC4 FM clause 90	90.2	Replace Clause 90.2 with:																		
		A Party may terminate for a reason identified in the Termination Table. The procedures followed and the amounts due on termination are in accordance with the Termination Table.																		
		<table><tr><th colspan="4">TERMINATION TABLE</th></tr><tr><td rowspan="2">The <i>Client</i></td><td>R1-R15, R18, R21-R27 and R29,</td><td>P1, P2, P3 and P5</td><td>A1 and A3</td></tr><tr><td>R17 or R20 or R28</td><td>P1 and P4</td><td>A1 and A2</td></tr><tr><td rowspan="2">The <i>Service Provider</i></td><td>R1-R10, R16 or R19</td><td>P1 and P4</td><td>A1 and A2</td></tr><tr><td>R17 or R20</td><td>P1 and P4</td><td>A1 and A2</td></tr></table>	TERMINATION TABLE				The <i>Client</i>	R1-R15, R18, R21-R27 and R29,	P1, P2, P3 and P5	A1 and A3	R17 or R20 or R28	P1 and P4	A1 and A2	The <i>Service Provider</i>	R1-R10, R16 or R19	P1 and P4	A1 and A2	R17 or R20	P1 and P4	A1 and A2
		TERMINATION TABLE																		
The <i>Client</i>	R1-R15, R18, R21-R27 and R29,	P1, P2, P3 and P5	A1 and A3																	
	R17 or R20 or R28	P1 and P4	A1 and A2																	
The <i>Service Provider</i>	R1-R10, R16 or R19	P1 and P4	A1 and A2																	
	R17 or R20	P1 and P4	A1 and A2																	
	90.3	In clause 90.3 replace "R21" with "R21 to R29".																		
Supplement to NEC4 FM clause 91	91	Make the following additions and amendments to clause 91.1  In the seventh bullet point (R5) add after the word "it" the following "or the presentation of a petition for its winding-up unless it is withdrawn within three (3) Business Days from the date on which it is notified of the presentation."																		

		<p>In the eighth bullet point (R6) add after the word “it” the words “or a liquidator, supervisor, compulsory manager, trustee or similar officer in respect of it or any of its assets”.</p> <p>In the tenth bullet point (R8) add to the end of the sentence “or entered administration in accordance with any of the provisions of the Insolvency Act 1986 or the presentation of a petition for the appointment of an administrator has been made against it unless it is withdrawn within three (3) Business Days from the date on which it is notified of the presentation”</p> <p>In the twelfth bullet point (R10) add the following after the word “creditors”: “or a moratorium is declared in relation to its indebtedness or any other corporate action, legal proceedings or other procedure or step is taken in relation to (a) the suspension of payments, a moratorium or any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of it other than a solvent liquidation or reorganisation, b) a composition, compromise, assignment or arrangement with any of its creditors; or c) the appointment of any of the persons referred to in this clause; or where it is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in this clause;</p>
Supplement to NEC FM clause 91.2	91.2	<p>Replace existing clause 91.2 as follows:</p> <p>“The <i>Client</i> may terminate if the <i>Service Manager</i> has notified that the <i>Service Provider</i> has not put one of the following defaults right within four weeks of the date when the <i>Service Manager</i> notified the <i>Service Provider</i> of the default:</p> <ul style="list-style-type: none"> <li>• substantially failed to comply with its obligations or is in Material Default (R11)</li> <li>• in respect of a bond or guarantee: <ul style="list-style-type: none"> <li>○ not provided a bond or guarantee substantially in the form which the contract requires;</li> <li>○ the guarantor withdraws the bond or guarantee in whole or in part for any reason whatsoever;</li> <li>○ the guarantor is in breach or anticipatory breach of the bond or guarantee;</li> <li>○ an Insolvency Event occurs in respect of the guarantor;</li> <li>○ the bond or guarantee becomes invalid or enforceable for any reason whatsoever; or</li> <li>○ the <i>Service Provider</i> fails to provide any of the documentation required by this contract in respect of the bond or guarantee within the required timeframe</li> </ul> </li> </ul> <p>(R12)</p>

		<ul style="list-style-type: none"> <li>appointed a Subcontractor for substantial work before the <i>Service Manager</i> has accepted the Subcontractor (R13).</li> </ul>
Additional Clause	91A	<p>Insert a new clause 91A as follows:</p> <p>The <i>Client</i> may terminate if (R22):</p> <ul style="list-style-type: none"> <li>the <i>Service Provider</i> fails to notify the <i>Client</i> of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event in accordance with clause 15A.3.3;</li> <li>the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with clause 15A.4.4; and/or</li> <li>the <i>Service Provider</i> fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with clause 15A.4.6.</li> </ul>
Additional clause	91.8	<p><b>Reasons for termination</b></p> <p>Insert new clause 91.8:</p> <p>"The <i>Client</i> may terminate:</p> <ul style="list-style-type: none"> <li>if the <i>Service Provider</i>: <ul style="list-style-type: none"> <li>breaches clause 20.7 or 20.8 or there is a change of Control which has not been Approved by the <i>Client</i>; (R23)</li> </ul> </li> <li>on the occurrence of a: <ul style="list-style-type: none"> <li>Remedial Adviser Failure; or</li> <li>Rectification Plan Failure; (R24)</li> </ul> </li> <li>if: <ul style="list-style-type: none"> <li>an event has substantially affected the <i>service</i> for a continuous period of more than thirteen weeks (R25)</li> <li>the <i>Client</i> discovers that the <i>Service Provider</i> was in one of the situations in 57(1) or 57(2) of the Public Contracts Regulations 2015 at the time this contract was awarded (R26); or</li> </ul> </li> <li>the <i>Service Provider</i> or its Affiliates embarrass or bring CCS or the <i>Client</i> into disrepute or diminish the public trust in either of them (R27); or</li> <li>if there is a declaration of ineffectiveness in respect of any change to the contract or the events in 73(1)(a) of the Public Contracts Regulations 2015 happen (R28); or</li> </ul>

		<ul style="list-style-type: none"> <li>“the <i>Service Provider</i> is unable or admits inability to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness (R29).”</li> </ul>
	91B	<p><b>Termination of Subcontracts</b></p> <p>Insert a new clause 91B as follows:</p> <p>“The <i>Service Provider</i> terminates a contract with a Subcontractor where the <i>Client</i> requires the <i>Service Provider</i> to do so for a reason (1) to (5) below:</p> <ol style="list-style-type: none"> <li>(1) the acts or omissions of the relevant Subcontractor have caused or materially contributed to the <i>Client’s</i> right of termination pursuant to clause 90 (Termination);</li> <li>(2) the relevant Subcontractor or any of its Affiliates have embarrassed the <i>Client</i> or otherwise brought the <i>Client</i> into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the <i>Client</i>, regardless of whether or not such act or omission is related to the Subcontractor’s obligations in relation to the <i>services</i> or otherwise;</li> <li>(3) the relevant Subcontractor has failed to comply in the performance of its subcontract with any Law or legal obligations in the fields of environmental, social or labour law;</li> <li>(4) there is a breach of clauses 20.7 – 20.8 (Change of Control, Conflict of Interest and Independence) by the Subcontractor or by the <i>Service Provider</i> as a result of the Subcontractor’s involvement in the delivery of the <i>services</i>;</li> <li>(5) in the circumstances set out at clause 24.4.”</li> </ol>
	92.1	<p>Delete existing clause 92.1 and replace with the following:</p> <p>“On termination the following applies (P1):</p>
	92.1.1	The <i>Client</i> may complete the <i>service</i> and may use any Plant and Materials provided by the <i>Service Provider</i> .
	92.1.2	<p>The <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>complies with its obligations contained in <ul style="list-style-type: none"> <li>the Exit Plan (demobilisation plan) and</li> <li>Contract Schedule 12 (Staff Transfer);</li> </ul> </li> <li>removes Equipment</li> </ul>



		<ul style="list-style-type: none"> <li>removes any Plant and Materials not required by the <i>Client</i></li> <li>leaves the Affected Property in a clean, safe and tidy condition</li> <li>makes good any damage to the Affected Properties or any objects contained thereon, other than fair wear and tear, which is caused by the <i>Service Provider</i>;</li> <li>provides to the <i>Client</i> information and other things which are in its possession at the time of termination which the contract states are to be provided at the end of the Service Period</li> <li>provides to the <i>Client</i> all data and supporting files required to replicate its reporting obligations, including but not limited to the data models in an acceptable and agreed industry standard format as well as the unique reporting file that support the production of the reports</li> <li>transfers to the <i>Client</i> all Intellectual Property Rights in data, supporting files and reports referred to above and (or procures the grant of a perpetual, irrevocable, royalty-free, unrestricted licence including the right to sub-licence in circumstances where a transfer of IPR is not possible)</li> <li>transfers to the <i>Client</i> all Intellectual Property Rights in Software, Specially Written Software and the Supplier's CAFM System (or procures the grant of a perpetual, irrevocable, royalty-free, unrestricted licence including the right to sub-licence in circumstances where a transfer of IPR is not possible)</li> <li>provides access during normal working hours to the <i>Client</i> and/or the Replacement Supplier for up to twelve (12) Months after termination to: <ul style="list-style-type: none"> <li>such information relating to the <i>service</i> as remains in the possession or control of the <i>Service Provider</i>; and</li> <li>such members of the Supplier Staff as have been involved in the design, development and provision of the <i>service</i> and who are still employed by the <i>Service Provider</i></li> </ul> </li> </ul>
	92.1.3	The <i>Client</i> and/or the Replacement Supplier shall pay the reasonable costs of the <i>Service Provider</i> actually incurred in responding to requests for access referred to in the last bullet points (two sub-bullet points) of clause 92.1.2."
Supplement to NEC4 FM clause 92	92.2	<p>Add the following to clause 92.2:</p> <p>"P5 The <i>Service Provider</i> hands over to the <i>Service Manager</i> and the <i>Client</i> all hard copy and electronic data for the <i>Service Provider's</i> design including material prepared by any Subcontractor, the Scope for the <i>Service Provider's</i> design at termination and grants to the <i>Client</i> a perpetual, irrevocable,</p>

		royalty-free, licence to use the same including the right to sub-license"
Supplement to NEC4 FM clause 93	93.1	Add at the end of A2 the words "and any Savings Payment to which the <i>Service Provider</i> would be entitled to at the end of the Contract Year in which termination occurs."
	93.2	Delete the text from and including "A4" to the end of the clause.
Additional clause	94	<b>Service Exclusion</b>  Insert new clause 94 as follows:
	94.1	Where the <i>Service Provider</i> :  <ul style="list-style-type: none"> <li>a) has not achieved a Mobilisation Deliverable within thirty (30) days of the relevant Milestone Date;</li> <li>b) breaches clause 20.7 – 20.8 (inclusive) (Change of Control, Conflict of Interest and Independence) or the <i>Client</i> reasonably believes that a breach of clauses 20.7 – 20.8 inclusive has or is likely to occur; and/or</li> <li>c) is in Material Default in relation to part of the <i>services</i>;</li> </ul> <p>the <i>Client</i> may serve a Service Exclusion Notice on the <i>Service Provider</i>.</p>
	94.2	Following service of a Service Exclusion Notice:  <ul style="list-style-type: none"> <li>a) the <i>Service Provider</i> provides Exit Information within seven days of such notice (or such longer period as the <i>Service Manager</i> may allow) to the extent required in respect of the <i>services</i> which are the subject matter of the Service Exclusion Notice;</li> <li>b) the <i>Client</i> takes and/or procures that a third party takes the action set out in the Service Exclusion Notice and any consequential additional action as it reasonably believes is necessary to ensure that the <i>services</i> (or relevant part thereof) are delivered to the standard required pursuant to the terms of this contract and so that the <i>Client</i> is not in breach of any applicable Law, the Client Policies and/or its statutory duties;</li> <li>c) without double counting with clause 94.2 (a) the <i>Service Provider</i> is responsible for the <i>Client's</i> reasonable and properly incurred costs and expenses (including any internal management time and/or procurement cost associated with appointing a third party) relating to the exercise of the <i>Client's</i> rights under this clause 94; and</li> <li>d) the reduction in the Prices is assessed in accordance with clause 63 to reflect the removal of the relevant part of the <i>services</i> identified in the Service Exclusion Notice.</li> </ul>

Additional clause Expiry	95	<p>Insert new clause 95 as follows:</p> <p>"In the Contract Year prior to and on expiry of the Service Period procedures P1, P4 and P5 apply in so far as those requirements are appropriate and consistent with the expiry requirements of the accepted Exit Plan and otherwise as required by the <i>Service Manager</i>."</p>
Additional clause 96 Termination Assistance	96.1	The <i>Client</i> shall be entitled to require the provision of Termination Assistance at any time during the Service Period by giving written notice to the <i>Service Provider</i> (a "Termination Assistance Notice") at least four (4) months prior to the end of the Service Period or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice.
	96.2	<p>A Termination Assistance Notice shall specify:</p> <ul style="list-style-type: none"> <li>a) the nature of the Termination Assistance required; and</li> <li>b) the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the end of the Service Period.</li> </ul>
	96.3	<p>The <i>Client</i> may extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:</p> <ul style="list-style-type: none"> <li>a) no such extension shall extend the Termination Assistance Period beyond the date six (6) Months after the end of the originally notified Termination Assistance Period; and</li> <li>b) the <i>Client</i> shall notify the <i>Service Provider</i> of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.</li> </ul>
	96.4	The <i>Client</i> shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the <i>Service Provider</i> .
	96.5	In the event that Termination Assistance is required by the <i>Client</i> but at the relevant time the parties have not agreed the Exit Plan, the <i>Service Provider</i> shall provide the Termination Assistance in good faith and in accordance with this clause 96 and the last <i>Client</i> accepted Exit Plan.
	96.6	The <i>Service Provider's</i> obligations in relation to the Termination Assistance Period are in addition to its obligations otherwise in relation to expiry or termination of the contract.
	96.7	Except where this contract provides otherwise, all licences, leases and authorisations granted by the <i>Client</i> to the <i>Service Provider</i> in relation to the service shall be terminated with effect from the end of the Termination Assistance Period.

	96.8	<p>Throughout the Termination Assistance Period the <i>Service Provider</i> shall:</p> <ul style="list-style-type: none"> <li>a) continue to Provide the Service until expiry of the Service Period and otherwise perform its obligations under this contract and, if required by the <i>Client</i>, provide the Termination Assistance;</li> <li>b) provide to the <i>Client</i> and/or its Replacement Supplier any reasonable assistance and/or access requested by the <i>Client</i> and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the <i>service</i> to the <i>Client</i> and/or its Replacement Supplier;</li> <li>c) use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the <i>Client</i>;</li> <li>d) subject to clause 96.10, Provide the Service and the Termination Assistance at no detriment to the Key Performance Indicators, the provision of the Management Information or any other reports nor to any other of the <i>Service Provider's</i> obligations under this contract;</li> <li>e) at the <i>Client's</i> request and on reasonable notice, deliver up-to-date Registers to the <i>Client</i>;</li> <li>f) seek the <i>Client's</i> prior written consent to access any Affected Property from which the de-installation or removal of Supplier Assets is required.</li> </ul>
	96.9	If it is not possible for the <i>Service Provider</i> to reallocate resources to provide such assistance as is referred to in clause 96.8 without additional costs to the <i>Client</i> , any additional costs incurred by the <i>Service Provider</i> in providing such reasonable assistance shall be recoverable from the <i>Client</i> at cost.
	96.10	If the <i>Service Provider</i> demonstrates to the <i>Client's</i> reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the <i>Service Provider's</i> ability to meet one or more of the particular Performance Measures, the Parties shall vary the relevant Performance Measures and/or the applicable KPI Credits accordingly."
	97.1	Following notice of termination of this contract and during any Termination Assistance Period, the <i>Service Provider</i> shall not, without the <i>Client's</i> prior written consent:
Additional clause 97 Assets Subcontractors and Software	97.1.1	terminate, enter into or vary any subcontract or licence for any software in connection with the <i>service</i> ; or

	97.1.2	(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	97.2	Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the <i>Service Provider</i> , the Authority shall notify the <i>Service Provider</i> setting out:
	97.2.1	any, Transferring Assets;
	97.2.2	<p>which, if any, of:</p> <ul style="list-style-type: none"> <li>a) the Exclusive Assets that are not Transferable Assets; and</li> <li>b) the Non-Exclusive Assets;</li> </ul> <p>the <i>Client</i> and/or the Replacement Supplier requires the continued use of; and</p> <ul style="list-style-type: none"> <li>c) any Transferring Contracts,</li> </ul> <p>to enable the <i>Client</i> and/or its Replacement Supplier to provide the service from the expiry of the Termination Assistance Period.</p>
	97.3	The <i>Service Provider</i> shall provide all reasonable assistance required by the <i>Client</i> and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the service or the Replacement Services.
	97.4	With effect from the expiry of the Termination Assistance Period, the <i>Service Provider</i> shall sell the Transferring Assets to the Authority and/or the Replacement Supplier for their Net Book Value less any amount already paid by the <i>Client</i> for them.
	97.5	Risk in the Transferring Assets shall pass to the <i>Client</i> or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
	97.6	Where the <i>Client</i> and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the <i>Service Provider</i> shall as soon as reasonably practicable:
	97.6.1	procure a non-exclusive, perpetual, royalty-free licence for the <i>Client</i> and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
	97.6.2	procure a suitable alternative to such assets, the <i>Client</i> or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

	97.7	The <i>Service Provider</i> shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the <i>Client</i> and/or the Replacement Supplier. The <i>Service Provider</i> shall execute such documents and provide such other assistance as the <i>Client</i> reasonably requires to effect this novation or assignment.
	97.8	All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the <i>Client</i> and/or the Replacement Supplier and the <i>Service Provider</i> as follows:
	97.8.1	the amounts shall be annualised and divided by 365 to reach a daily rate;
	97.8.2	the <i>Client</i> or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
	97.8.3	the <i>Service Provider</i> shall be responsible for or entitled to (as the case may be) the rest of the invoice.
Supplement to NEC4 FM Option W	W2.1 (5)-(7)	<p>Insert new clause W2.1 (5) to (7) as follows:</p> <p><b>“Negotiation</b></p> <p>(5) Without prejudice to either Party’s right to refer a dispute to the <i>Adjudicator</i> at any time, any dispute or difference between the Parties arising out of or relating to this contract is referred by either Party initially to representatives of the <i>Client</i> and the <i>Service Provider</i> for negotiation and resolution.</p> <p>(6) If any dispute is not resolved within ten Working Days after it has been referred to the Parties’ representatives (or such other period as the Parties may agree), it is referred to an authorised senior officer of the <i>Service Provider</i> and an authorised senior officer of the <i>Client</i> for negotiation and resolution.</p> <p>(7) If any dispute cannot be resolved within the time period referred to in clause W3.2 after it has been referred to the authorised senior officers of the <i>Client</i> and the <i>Service Provider</i> (or such longer period as the Parties may agree) either Party may decline to continue to participate in the negotiation.”</p>
	W2.1 (8) – (14)	<p><b>Mediation</b></p> <p>Insert new clauses W2.1 (8) to (14) as follows:</p> <p>“(8) Without prejudice to either Party’s right to refer a dispute to the <i>Adjudicator</i> at any time, any dispute or difference between the Parties arising out of or relating to this contract and which has not been resolved by negotiation is referred to mediation in accordance with the provisions of this clause.</p> <p>(9) The procedure and associated provisions for mediation pursuant to this clause are as follows:</p>

	<ul style="list-style-type: none"> <li>a neutral adviser or mediator (the 'Mediator') is chosen by agreement between the <i>Client</i> and the <i>Service Provider</i> or, if they are unable to agree upon the identity of the Mediator within ten Working Days after a request by one Party to the other, or if the Mediator agreed upon is unable or unwilling to act, either Party may within ten Working Days from the date of the proposal to appoint a Mediator or within ten Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator; and</li> <li>the Parties and the Mediator within ten Working Days of his or her appointment shall agree the programme for exchange of all relevant information and the procedure under which negotiations will be held. The Parties may at any stage seek guidance from CEDR regarding a suitable procedure.</li> </ul> <p>(10) Unless otherwise agreed by the Parties, all negotiations connected with the dispute and any settlement agreement relating to it are confidential and without prejudice to the rights of the Parties in any future proceedings.</p> <p>(11) In the event that the Parties reach agreement on the resolution of the dispute, the agreement is reduced to writing and is binding on both Parties once it is signed by a duly authorised senior officer of the <i>Client</i> and a duly authorised senior officer of the <i>Service Provider</i>.</p> <p>(12) Failing agreement, the <i>Client</i> or <i>Service Provider</i> may agree to invite the Mediator to provide a non-binding but informative opinion in writing. No such invitation is made without the written consent of both Parties. If it is agreed that such an invitation is to be made, the opinion is provided on a without prejudice basis and is not used in evidence in any proceedings relating to this contract without the written consent of both Parties.</p> <p>(13) The <i>Client</i> and the <i>Service Provider</i> each bears their own costs in relation to any reference made to the Mediator and the fees and all other costs of the Mediator are borne jointly in equal proportions by both Parties unless otherwise directed by the Mediator.</p> <p>(14) In the event that the <i>Client</i> and the <i>Service Provider</i> fail to reach agreement within forty Working Days after the Mediator's appointment, or such longer period as may be agreed, the dispute may be referred to the <i>tribunal</i>."</p>
W2.3 (11)	Replace existing Option W2.3 (11) with the following:
	"The <i>Adjudicator's</i> decision is binding on the Parties unless and until revised by the tribunal and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award."
W2.5	<b>Option W2.5 Arbitration</b>

		“Insert new Option W2.5 as follows:
	W2.5.1	Instead of referring a dispute to the <i>tribunal</i> the Parties may, if they both agree, refer any dispute to arbitration in accordance with this procedure.
	W2.5.2	<p>The party seeking to initiate the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall:</p> <ul style="list-style-type: none"> <li>• state that the dispute is referred to arbitration;</li> <li>• state the particulars of the contract; and</li> <li>• provide a brief summary of the subject of the dispute.</li> </ul>
	W2.5.3	Unless otherwise agreed in writing by the <i>Client</i> and the <i>Service Provider</i> , the provisions of the Arbitration Act 1996 shall govern the arbitration commenced pursuant to Option W2.5.
	W2.5.4	Any dispute, if referred to arbitration in accordance with this procedure, shall be resolved by arbitration under the procedural rules of the London Court of International Arbitration.
	W2.5.5	It is agreed between the <i>Client</i> and the <i>Service Provider</i> that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.
	W2.5.6	For the avoidance of doubt it is agreed by the <i>Client</i> and the <i>Service Provider</i> that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made to anybody other than the tribunal, the <i>Client</i> and the <i>Service Provider</i> , their legal representatives and any person necessary to the conduct of the proceedings, without the agreement of the Parties.
	W2.5.7	The arbitration proceedings shall take place in the location stated in the Contract Data and shall be in the English language and the arbitration proceedings shall be governed by, and interpretations made in accordance with, the law of this contract.
	W2.5.8	The <i>Client</i> and the <i>Service Provider</i> shall each bear their own costs in relation to any reference made to the arbitrator and the fees and all other costs of the arbitrator shall be borne jointly in equal proportions by both Parties unless otherwise directed by the arbitrator.
	W2.5.9	This procedure shall be without prejudice to either Party's right to refer any dispute to adjudication in accordance with this contract.”
Amendments to Secondary Options	X1	Replace the existing text of clause X1 with the following:



		"Indexation
X1.1		In this clause X1, the following definitions apply:
X1.1.1		The <b>Base Date Index</b> (B) used at the first Inflation Adjustment Date is the latest available Payment Index at the 01 April 2024 and for subsequent Contract Years is the Payment Index which was used as the Latest Index at the date of the previous Inflation Adjustment Date.
X1.1.2		The first <b>Inflation Adjustment Date</b> will be the <i>starting date</i> . Subsequent <b>Inflation Adjustment Dates</b> are the first day of each Contract Year.
X1.1.3		The <b>Latest Index</b> (L) is the latest available Payment Index published at the Inflation Adjustment Date.
X1.1.4		the <b>Payment Index</b> is the Consumer Price Index ("CPI")
X1.1.5		The <b>Price Adjustment Factor</b> (PAF) is the product of $(L - B)/B$ for the Payment Index.
X1.2		Subject always to the conditions in this clause X1, the Prices stated in the Contract Data to be "subject to Indexation" (Indexable Elements) shall be adjusted on each Inflation Adjustment Date until the end of the Service Period by multiplying the rate or Price by $(1 + \text{PAF})$ .
X1.3		In calculating the Price for Services Provided to Date, the changed rates and Prices in the Price List are used for the <i>service</i> carried out from the current Inflation Adjustment Date until the next Inflation Adjustment Date.
X1.4		Except as set out in this clause X1, neither the Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of inflation, changes to exchange rates, changes to interest rates or any other factor or element which might otherwise increase the cost to the <i>Service Provider</i> or its Subcontractors in performance of its or their obligations.
X1.5		If the Payment Index has not been published for the relevant month as required for this calculation then the last published value of the index available at the Inflation Adjustment Date shall be used.
X1.6		Where the Payment Index is no longer published, the <i>Client</i> and the <i>Service Provider</i> shall agree a fair and reasonable replacement that will have substantially the same effect.
X1.7		<p>The Parties agree that:</p> <ul style="list-style-type: none"> <li>(a) the Inclusive Repair Threshold shall be indexed as above. The indexation shall be rounded to the nearest £50, either up or down;</li> <li>(b) at any point during the <i>Service Period</i> the <i>Client</i> may request and the <i>Service Provider</i> will (and will procure that any Subcontractors will) within twenty (20) Working Days of the <i>Client's</i> request to the <i>Service Provider</i>, provide to the <i>Client</i> such data, documents,</li> </ul>

	<p>information, calculations and reports arising under or in relation to the operation of the Inclusive Repair Threshold including (without limitation) in relation to any Work Order, service, task or activity undertaken pursuant to the Inclusive Repair Threshold on any Authority Assets;</p> <p>(c) at any point during the <i>Service Period</i> the <i>Client</i> may send a proposal to the <i>Service Provider</i> to adjust the operation and/or quantum of the Inclusive Repair Threshold. The Parties will meet within twenty (20) Working Days of the date of any proposal sent by the <i>Client</i> to the <i>Service Provider</i> and the Parties will negotiate in good faith to agree any adjustments to the operation and/or quantum of the Inclusive Repair Threshold; and/or</p> <p>(d) at any point during the <i>Service Period</i> the <i>Service Provider</i> may send a proposal to the <i>Client</i> to adjust the operation and/or quantum of the Inclusive Repair Threshold and any such proposal shall include a value for money assessment relating to the proposed adjustment so as to enable the <i>Client</i> to understand the benefits of <i>Service Provider's</i> proposal. The Parties will meet within twenty (20) Working Days of the date of any proposal sent by the <i>Service Provider</i> to the <i>Client</i> and the <i>Service Provider</i> agrees that any adjustments to the operation and/or quantum of the Inclusive Repair Threshold under this clause X1.7(d) shall be at the <i>Client's</i> absolute discretion.</p>
X1.8	For the avoidance of doubt Pass-Through Costs, and National Schedule of Rates will be excluded from Indexation.
X1.9	Where Prices are subject to Indexation:
X1.9.1	<p>the <i>Client</i> may (at its absolute discretion):</p> <p>(a) use its rights of Audit to establish, verify or assess the impact of percentage changes in the Payment Index at the Inflation Adjustment Date on the Prices;</p> <p>(b) require the <i>Service Provider</i> to provide to the <i>Client</i> such additional or supporting information, documentation or data as the <i>Client</i> may require to establish, verify or assess the <i>Service Provider's</i> calculation and/or application of:</p> <p>(i) the percentage change in the Payment Index applied to the Prices which are subject to indexation at the relevant Inflation Adjustment Date;</p> <p>(ii) the actual impact of inflation on the Prices which are subject to indexation at the relevant Inflation Adjustment Date;</p> <p>(c) use such information, documentation or data as may be published by the UK Government from time to time to establish, verify or assess the calculation and/or application of:</p>

	<p>(i) the percentage change in the Payment Index applied to the Prices which are subject to indexation at the relevant Inflation Adjustment Date; and/or</p> <p>(ii) the actual impact of inflation on the Prices which are subject to indexation at the relevant Inflation Adjustment Date.</p>
X1.10	Notwithstanding clause X1.2, where the <i>Client</i> considers that the actual impact of inflation on the Prices which are subject to indexation is or may be less than the percentage change in the Payment Index, the <i>Client</i> may exercise its right of Audit to establish, verify and/or assess such impact and where the actual percentage change to the relevant Indexable Element is less than the percentage change in the Payment Index the lesser rate shall apply at the relevant Inflation Adjustment Date.
X1.11.1	<p>Milestone Payments that become due after the 01 April 2025 are adjusted by the percentage change between:</p> <p>i. the latest available value of the Payment Index at the Mobilisation Start Date; and</p> <p>ii. the value of the Payment Index for the 01 April 2024 (being the Index for February published in March).</p>
X1.11.2	Notwithstanding clause X1.11.1, where the <i>Client</i> considers that the actual impact of inflation on the Milestone Payment which are subject to indexation is or may be less than the percentage change in the Payment Index, the <i>Client</i> may exercise its right of Audit to establish, verify and/or assess such impact and where the actual percentage change to the relevant Milestone Payment is less than the percentage change in the Payment Index the lesser rate shall apply to the relevant Milestone Payment.
X2	<p>Delete secondary option X2 and insert the following:</p> <p>A Specific Change in Law in the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date.</p>
X4	<p>Replace existing clause X4.2 as follows:</p> <p>"If the Contract Data states that the <i>Service Provider</i> gives an ultimate holding company guarantee, it gives to the <i>Client</i> a guarantee of the <i>Service Provider's</i> performance from the ultimate holding company of the <i>Service Provider</i> in the form set out in Contract Schedule 28 (Form of Deed of Guarantee) and a certified copy extract of the board minutes of the guarantor approving the execution of the guarantee on or around the execution of the Contract, and in any event, not later than 7 days after the Contract Date.</p>
	<p>X4.2A</p> <p>Where the Guarantor is not a company incorporated in England or Wales, the <i>Service Provider</i> shall ensure that the Guarantor provides, at its own cost, satisfactory written evidence:</p>

	<p>i. in English; and</p> <p>ii. from independent legal counsel registered in the country of the Guarantor's incorporation)</p> <p>confirming that the:</p> <p>a) Guarantor has the capacity to enter into and perform its rights and obligations under the ultimate holding company guarantee;</p> <p>b) Guarantor has taken all necessary corporate action to authorise its entry into and performance of its obligations thereunder;</p> <p>c) authorised signatory/signatories has/have authority to do so on behalf of the Guarantor;</p> <p>d) Guarantor was not insolvent at the time of counsel providing such confirmation;</p> <p>e) searches and inquiries carried out by the opining party gave no indication that an application for winding-up, bankruptcy or company reorganisation or appointment of any administrator or bankruptcy trustee has been registered with the relevant authority;</p> <p>f) Guarantor's entry into and performance of the ultimate holding company guarantee does not contravene or violate any provisions of its articles of association (or equivalent document) or any applicable law, statute, rule or regulation in the Guarantor's country of incorporation.</p> <p>g) Guarantor's submission to the jurisdiction of the courts of England is legal, valid and binding under the laws of the Guarantors country of incorporation;</p> <p>h) choice of English law as the governing law of the ultimate holding company guarantee will be recognised and applied as a valid choice of law by the courts in the Guarantor's country of incorporation;</p> <p>and</p> <p>iii. in English from independent legal counsel registered in England and Wales that the form of Guarantee when executed and dated would be legally binding and enforceable in the jurisdiction of the English courts.</p> <p>X4.2B</p> <p>The form of opinion should be provided on or around the execution of the Contract, and in any event, not later than 7 days after the Contract Date.</p>
X4.4	Replace existing clause X4.4 as follows:
"X4.4.1	The <i>Service Provider</i> gives to the <i>Client</i> a performance bond:

	<ul style="list-style-type: none"> <li>o provided by a bank or insurer which the <i>Service Manager</i> has accepted</li> <li>o for the amount stated in the Contract Data; and</li> <li>o in the form of the ABI Model Form of Guarantee Bond published by the Association of British Insurers</li> </ul> <p>within four weeks of a written request from the <i>Service Manager</i> which states which part of the <i>service</i> a performance bond is required in respect of. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the date that the <i>Service Manager</i> requested the performance bond.</p>
X4.4.2	If the <i>Service Provider</i> fails to deliver the performance bond in accordance with this contract, the amount of the outstanding performance bond shall be paid by the <i>Service Provider</i> or retained from amounts otherwise due to the <i>Service Provider</i> until the failure has been remedied."
X8	Replace existing clause X8 as follows:
"X8.1	"The <i>Service Provider</i> gives undertakings to Others as stated in the Contract Data.
X8.2	If the <i>Service Provider</i> subcontracts the work stated in the Contract Data it arranges for the subcontract to provide a Subcontractor undertaking to Others if required by the <i>Client</i> .
X8.3	If the <i>Service Provider</i> subcontracts the work stated in the Contract Data it arranges for the Subcontractor to provide a Subcontractor undertaking to the <i>Client</i> .
X8.4	The <i>undertakings to Others, Subcontractor undertakings to Others and Subcontractor undertakings to the Client</i> are in the forms of collateral warranty set out in Contract Schedule 29 (Collateral Warranties).
X8.5	The <i>Client</i> prepares the undertakings and sends them to the <i>Service Provider</i> for signature. The <i>Service Provider</i> signs the undertakings and, in the case of <i>Subcontractor undertakings to Others and Subcontractor undertakings to the Client</i> , arranges for the Subcontractor to sign them and returns them to the <i>Client</i> within fifteen Working Days.
X8.6	If the <i>Service Provider</i> fails to provide any required undertaking in the manner and within the time stipulated by this contract, the <i>Client</i> shall be entitled to retain one quarter of the Prices otherwise payable to the <i>Service Provider</i> under this contract for Services Provided to date until the <i>Service Provider</i> has remedied the failure."
X11.1	<p>Delete existing X11.1 and replace with:</p> <p>The <i>Client</i> may terminate the <i>Service Provider's</i> obligations to Provide the Service for a reason not identified in the Termination Table. If the <i>Client</i> wishes to do so it notifies the <i>Service Manager</i></p>

	and the <i>Service Provider</i> . The <i>Service Manager</i> issues a termination certificate 90 days following the notification.
X11.2	In X11.2 replace the reference to “P4” with “P5” and replace the references “A1, A2 and A4” with “A1 and A2”.
X15.10	Delete clause X15.10
X15.11	Delete clause X15.11
X18.2	Replace existing clause X18.2 with the following:  “Neither Party is liable to the other for any indirect or consequential Losses or Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).”
X18.6	<p>Delete the fourth bullet point beginning “if the <i>Service Provider</i> is <i>liable...</i>” and ending “the Affected Property”.</p> <p>Add the following excluded matters as additional bullet points in clause X18.6:</p> <ul style="list-style-type: none"> <li>• liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;</li> <li>• liability for bribery or fraud or fraudulent misrepresentation by it or its employees;</li> <li>• liability that cannot be excluded or limited by Law;</li> <li>• any costs incurred by the <i>Service Provider</i> which are stated in the Contract to be payable by the <i>Service Provider</i> and/or not recoverable from the <i>Client</i> (provided that, unless deemed an excluded matter by virtue of any other limb of this clause X18.6, a cost incurred under clause 82.1 is not an excluded matter by virtue of this limb of X18.6);</li> <li>• its obligation to pay the required Management Charge or Default Management Charge;</li> <li>• liability to the <i>Client</i> for claims brought by the <i>Service Provider's</i> staff, any liability under clause 18.5.2 or under Contract Schedule 12 (Staff Transfer);</li> <li>• liability for breach of Data Protection obligations;</li> <li>• KPI Credits; or</li> <li>• Delay Payments.</li> </ul>
X18.8	<p>Insert new clause X18.8 as follows:</p> <p>The <i>Service Provider's</i> aggregate liability in each and any Contract Year under clause 29C.1 (including the indemnity given</p>

		under clause 29C.8(e)) shall in no event exceed the amount stated in the Contract Data.
	X18.9	<p>Insert new clause X18.9 as follows:</p> <p>The <i>Client's</i> liability to the <i>Service Provider</i> under this contract, other than its obligation to pay the Prices, is limited to £5,000,000 (five million pounds).</p>
	X23	<p>In clause X23 delete the words “, with the agreement of the <i>Service Provider</i>,”.</p> <p>In the third line deleted the word “agreed” before the word “period”.</p> <p>Delete the words “agreed and” from the fourth line.</p>
	X27	Amend clause X27 as follows:
	X27.1	In clause X27.1(1) replace the words “a Project Order programme is required” with the words “the RIBA Plan of Work Project management principles are applied and to which Work Package Part S of the Scope applies,”
	X27.3	<p>In the second sentence of clause X27.3 after the words “submits details of its assessment with the quotation” add the words “including the Project Stage Uplift if applicable and all evidence of its resource allocation to support the quotation and all associated costs. The Project Stage Uplift if applicable is applied to the value of a Project prior to any profit. The Project Order Uplift Percentage for the relevant RIBA Stage and Project Value Range will apply as stated in the Price List.</p> <p>The <i>Client</i> may abort a Project prior to Project Completion. If a Project is aborted by the <i>Client</i> prior to Project Completion the relevant Project Order Uplift Percentage will be applied only to any aborted costs that have been reasonably and properly incurred that can be confirmed.</p> <p>The resource and associated costs must be evidenced and agreed by the <i>Client</i> prior to any works which are part of a Project commencing.”</p>
	X27.12A	<p>Insert new clause X27.12A as follows:</p> <p>“Upon Project Completion, the <i>Service Manager</i> issues a certificate to the <i>Client</i> and the <i>Service Provider</i> confirming Project Completion. The <i>Service Manager's</i> certificate is without prejudice to the <i>Client's</i> rights in respect of a Service Failure.”</p>
Y(UK)2	Y2.2	In Y2.2 replace the words “ <i>conditions of contract</i> ” with the words “paragraph 11 of Contract Schedule 3 (Pricing Details)”.
Further Additional clauses	Z2	Insert new clause Z2 as follows:
Billable Works Rebate	Z2.1	“The Prices relating to the Billable Works shall be adjusted by the Billable Works Rebate described in this clause Z2.

Z2.2	The Billable Works Rebate shall apply to the value of all Billable Works raised by the <i>Client</i> under this contract in the relevant Contract Year.
Z2.3	The <i>Service Provider</i> shall notify the <i>Client</i> promptly after the end of each Contract Year of the aggregate total amount the <i>Client</i> is entitled to invoice the <i>Service Provider</i> in respect of the relevant Contract Year in relation to the provision of Billable Works raised by the Authority under this contract.
Z2.4	The Billable Works Rebate shall be calculated by reference to those part or parts of any invoice seeking payment for or relating to Billable Works completed by the <i>Service Provider</i> in accordance with the terms of this contract in the relevant Contract Year.
Z2.5	The relevant percentages for the Billable Works Rebate are set out in the table in the Contract Data.
Z2.6	Where a Billable Works Rebate arises it shall be paid by the <i>Service Provider</i> to the <i>Client</i> or may be retained from amounts otherwise due to the <i>Service Provider</i> under this contract.
Z3	Insert new clause Z3 as follows:
Z3	<b>Staff Transfer</b>  The Parties comply with their obligations under Contract Schedule 12 (Staff Transfer).
Z4	Insert new clause Z4 as follows:
Z4	The Parties comply with their obligations under Contract Schedule 17 (ICT) and Contract Schedule 18 (Security)
Z5	Insert new clause Z5 as follows:
Z5.1	"The <i>Service Provider</i> takes all reasonable steps to engage SMEs as Subcontractors and seeks to ensure that no less than the percentage of the Subcontractors stated in the Contract Data (the "SME Percentage") are SMEs or that a similar proportion of the Defined Cost of the service is undertaken by SMEs.
Z5.2	The <i>Service Provider</i> reports to the <i>Service Manager</i> in the contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost of the service that has been undertaken by SMEs.
Z5.3	The <i>Service Provider</i> ensures that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the <i>Service Manager</i> not accepting subcontract conditions proposed by the <i>Service Provider</i> is that they are unduly disadvantageous to the Subcontractor."
Z6	No person who is not a Party to this contract may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 (CRTPA) save where expressly otherwise stated in the contract. This does not affect CCS ability to enforce terms intended to be



		enforceable by CCS under the Framework Contract not any third party rights and remedies that exist independently from CRTPA.
Duplicate Costs Rebate	Z7	Insert new clause Z7 as follows
Duplicate Costs to be Removed	Z7.1	<p>Where during the Mobilisation Period or at any other point or points in time during the <i>service period</i>:</p> <ul style="list-style-type: none"> <li>the <i>Service Provider</i> or any Affiliate of the <i>Service Provider</i> is an Authority Supply Chain Member on one or more Authority Supply Chain Contracts; and</li> <li>the <i>Client</i> believes there is or may be any Duplicated Costs,</li> </ul> <p>then the <i>Client</i> may service a notice (the "<b>Duplicate Costs Notice</b>") on the <i>Service Provider</i>. The Duplicate Costs Notice shall set out:</p> <ul style="list-style-type: none"> <li>the Duplicate Costs identified by the <i>Client</i>;</li> <li>where reasonably practicable (and having due regard to any rights of Audit exercised by the <i>Client</i> and/or additional or supporting information, documentation or data required by the <i>Client</i> under this clause Z7.1), the Duplicate Costs to be Removed.</li> </ul> <p>The <i>Service Provider</i> acknowledges and agrees that the <i>Client</i> may (at its absolute discretion):</p> <ul style="list-style-type: none"> <li>use its rights of Audit to establish, verify or assess the impact of any Duplicate Costs; and</li> <li>require the <i>Service Provider</i> to provide to the <i>Client</i> such additional or supporting information, documentation or data as the <i>Client</i> may require to establish, verify or assess any Duplicate Costs under this contract (or any Authority Supply Chain Contracts where the <i>Service Provider</i> or any Affiliate of the <i>Service Provider</i> is an Authority Supply Chain Member) and the <i>Service Provider</i> shall provide (and shall procure that an Affiliate shall provide (as the case may be)) such additional or supporting information, documentation or data as the <i>Client</i> requires under this clause Z7.1 as soon as reasonably practicable and at no additional cost or expense to the <i>Client</i>.</li> </ul>
	Z7.2	<p>The <i>Client</i> and the <i>Service Provider</i> shall meet as soon reasonably possible following the date of the Duplicate Costs Notice and in any event not later than twenty Working Days after the date of the Duplicate Costs Notice (the "Duplicate Costs Meeting") to discuss:</p> <ul style="list-style-type: none"> <li>the outcome of any Audit and/or outcome of any review of the additional or supporting information, documentation or data required by the <i>Client</i> under clause Z7.1;</li> </ul>

	<ul style="list-style-type: none"> <li>• and agree the Duplicate Costs identified by the Authority in the Duplicate Costs Notice; and</li> <li>• the extent of any additional or further Duplicate Costs identified by the <i>Client</i> or the <i>Service Provider</i> (as the case may be) after the date of the Duplicate Costs Notice but up to and including the date of the Duplicate Costs Meeting (or the date of any further or subsequent meetings to the Duplicate Costs Meeting to discuss Duplicate Costs identified under this clause Z7.2); and</li> <li>• and agree the Duplicate Costs to be Removed and the changes required to this contract to give effect to the Duplicate Costs to be Removed including, without limitation, changes to the Pricing Matrix and Contract Schedule 3 (Pricing Details) for the Mobilisation Period and/or the Service Period (as the case may be),</li> </ul> <p>and any dispute or difference between the <i>Client</i> and the <i>Service Provider</i> arising out of or relating to this clause Z7.2 may be referred to the <i>Adjudicator</i> at any time.</p>
Z7.3	<p>The <i>Client</i> and the <i>Service Provider</i> agree that the Duplicate Costs to be Removed (as agreed or determined in accordance with this clause Z7.3):</p> <ul style="list-style-type: none"> <li>• shall be removed from the Pricing Matrix save to the extent that the <i>Service Provider</i> or an Affiliate of the <i>Service Provider</i> has already agreed to the Duplicate Costs to be Removed in respect of the relevant Duplicate Costs identified in the relevant Duplicate Costs Notice under an Authority Supply Chain Contract and has varied the relevant Authority Supply Chain Contract to remove the Duplicate Costs to be Removed from that Authority Supply Chain Contract; and</li> <li>• where, following the date of agreement or determination of the Duplicate Costs to be Removed the <i>Service Provider</i> or an Affiliate of the <i>Service Provider</i> ceases to provide works or services to the <i>Client</i> under one or more Authority Supply Chain Contracts: <ul style="list-style-type: none"> <li>a) identified in any Duplicate Costs Notice; and</li> <li>b) in respect of which a Duplicate Costs to be Removed has been agreed or determined,</li> </ul> </li> </ul> <p>then the <i>Service Provider</i> may request the relevant part or parts of the Duplicate Costs to be Removed be reversed from the date on which the <i>Service Provider</i> or an Affiliate of the <i>Service Provider</i> ceases to provide works or services to the <i>Client</i> under the relevant Authority Supply Chain Contract and the <i>Client</i> shall not unreasonably withhold or delay approval of such a request from the <i>Service Provider</i> provided always that the <i>Client</i> shall be entitled to withhold or delay approval of the reversal of the relevant part or parts of the Duplicate Costs to be Removed</p>

		where the <i>Service Provider</i> does not demonstrate to the reasonable satisfaction of the <i>Client</i> that such Duplicate Costs will be incurred in the delivery of the <i>services</i> under this contract from the date on which the <i>Service Provider</i> or an Affiliate of the <i>Service Provider</i> ceased to provide works or services to the <i>Client</i> under the relevant Authority Supply Chain Contract.
New Payments Architecture	Z8	Insert new clause Z8 as follows
	Z8.1	The <i>Service Provider</i> acknowledges that the UK payments industry expects to introduce the New Payments Architecture during the Service Period. The <i>Service Provider</i> shall:
	Z8.1.1	comply with its obligations and shall ensure that Service Provider Personnel comply with their obligations, under or in relation to the New Payments Architecture (including, without limitation, any transition periods and deadlines for moving applicable operations, messaging formats and functionalities to the New Payments Architecture;
	Z8.1.2	ensure that the <i>service</i> remain compatible and interoperable with any functionalities and additional services arising from or in relation to the implementation and ongoing development of the New Payments Architecture; and
	Z8.1.3	extend any functionalities and/or additional services arising from or in relation to the implementation and/or ongoing development of the New Payments Architecture to the <i>Client</i> under the <i>service</i> , in accordance with the scope and timeframes required by the <i>Client</i> in writing,
		in each case at no additional cost or expense to the <i>Client</i> .

**Contract Schedule 1 (Definitions)**

Call-Off Ref

**Contract Schedule 1: Definitions**

<b>Term</b>	<b>Definition</b>
<b>Abortive Costs</b>	"is as described in paragraph 7.1 of Contract Schedule 4: Service Order and Projects";
<b>Actual Core Costs</b>	"means the aggregate Core Costs for the preceding Contract Year"
<b>Acceptable Use Policy</b>	" <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ";
<b>Accessed Contracts</b>	"Government Frameworks which are available to the Authority and which the Authority can grant access to the Supplier, as per Contract Schedule 20: Accessed Contract and Construction Contracts";
<b>Accounting Reference Date</b>	"means the last day of the Supplier's financial year";
<b>Achieve</b>	"means in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Mobilisation Deliverable, the issue of a Satisfaction Certificate in respect of that Mobilisation Deliverable and "Achieved", "Achieving" and "Achievement" shall be construed accordingly";
<b>Actual Savings</b>	" the amount of FM Expenditure saved by the Authority, with reference to the Approved Savings Proposals, as a consequence of the implementation of a Savings Proposal";
<b>Acquired Rights Directive</b>	"means the European Council Directive 77/187/EEC";
<b>Affected Employee</b>	"means an employee of the Supplier (or, if relevant, a notified Subcontractor) who is at risk of redundancy as a result of either of the occurrence of either of the events set out in paragraph 2.1 of Contract Schedule 14: Redundancy Surcharge";
<b>Affiliate</b>	"Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time";
<b>Annex</b>	"extra information which supports a Schedule";
<b>Annual Pension Cost</b>	"means Employer Pension Contributions";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Annual Revenue</b>	<p>"means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none"> <li>- figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</li> <li>- where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date";</li> </ul>
<b>API</b>	"Application Programming Interface";
<b>Approval</b>	"the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly";
<b>Approved Savings Proposals</b>	those Savings Proposals that are accepted in principle by the Authority in accordance with paragraph 1.6 of Contract Schedule 11 (Gainshare)";
<b>Artificial Intelligence or AI</b>	<p>"Any technology, software, hardware, machine, system, or combination of the foregoing, that</p> <ul style="list-style-type: none"> <li>- is designed to act rationally, or think or act like a human, including cognitive architectures and neural networks;</li> <li>- is designed to undertake, replicate, or approximate a cognitive task;</li> <li>- performs tasks requiring human-like perception, intelligence, or cognition;</li> <li>- generates outputs under varying and unpredictable circumstances without significant human oversight; and/or</li> <li>- has the capacity to learn, adapt, change, improve, and/or develop when exposed to new stimuli, information and/or data</li> <li>- including without limitation artificial intelligence, machine learning, speech and natural language processing, robotics, and autonomous systems";</li> </ul>
<b>ASLC</b>	"Accruing Superannuation Liability Charges";
<b>Asset</b>	"any item or equipment owned by and/or licensed or leased to the Authority which is maintained by the Supplier as part of the required Services";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Asset Register</b>	"A list of all assets that DWP has responsibility for, across the Authority Premises, constructed from the master asset data";
<b>Asset Verification</b>	"Is the process that the Supplier undertakes to verify the Assets as detailed in the Scope";
<b>Asset Verification Audit</b>	"An audit on the due diligence data provided by the Authority to ensure potential errors, inaccuracies or omissions in the Asset data are identified and included in the Asset Verification Report";
<b>Asset Verification Non-Compliance Report</b>	"Asset Verification Non-Compliance Report is the report produced that shall include written evidence of findings, photographs, recommendations and associated costs to the Authority to rectify the risks of non-compliance";
<b>Asset Verification Rectification Plan</b>	"A plan produced by the Supplier once the content of the Asset Verification Report has been agreed by the Authority, that will include rectifications and the costs associated with the delivery of the PPM and Reactive Maintenance Works";
<b>Asset Verification Report</b>	"Is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Asset Verification Audit" where revisions to the "Asset" information may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Authority's statutory and/or insurance obligations";
<b>Associates</b>	"means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles";
<b>Assumed Core Costs</b>	<p>"means the aggregate of:</p> <ul style="list-style-type: none"> <li>i. total annual sum tendered for the Baseline Monthly Payments for Contract Year 2;</li> <li>ii. the total annual sum tendered for the Management Overheads for Contract Year 2;</li> <li>iii. the Assumed Total Annual Sum For PPM;</li> <li>iv. the value of corporate overhead (calculated by multiplying the Corporate Overhead % against the aggregate of limbs i.-iii.); and</li> <li>v. the value of profit (calculated by multiplying the Profit % against the aggregate of limbs i.-iv.);" </li></ul>
<b>Assumed Total Annual Sum For PPM</b>	"means <b>Redacted</b>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Assurance</b>	"means formal acceptance of the Supplier's corporate resolution planning by the Relevant Authority or Relevant Authorities pursuant to Paragraph 3.4 of Annex 1 of Contract Schedule 23: Business Continuity and Disaster Recovery";
<b>At Risk %</b>	"means the percentage figure identified as such in the Performance Table";
<b>At Risk Amount</b>	"means in respect of a Service Month, the amount calculated in accordance with Section 2 - Calculation of Monthly Value at Risk, of the Paymech Calc Overview_ tab of the Performance Table";
<b>Audit</b>	<p>"the Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Prices and any other amounts payable by a Authority under the Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party Suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>e) identify or investigate actual or suspected breach of the Contract, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Services including, without limitation, the FDE Group under or in relation to Contract Schedule 8;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract“;</p>
<b>Audit Agents</b>	“Those individuals or bodies that the Authority deems are required to Audit the Supplier to measure the quality, delivery and performance of the services“;
<b>Auditor</b>	<p>“means:</p> <p>a) the Relevant Authority’s internal and external auditors;</p> <p>b) the Relevant Authority’s statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above“;</p>
<b>Authorised Person</b>	“a person who has been authorised by the Supplier to take on a specific role and possesses the required skills and competencies to undertake such role”
<b>Authority</b>	“has the same meaning as the <i>Client</i> (and referred to in RM6232 as the Buyer) and reference to DWP shall be construed accordingly“;
<b>Authority Staff</b>	“means all directors, officers, employees, agents, consultants and consultants of the Authority“;
<b>Authority Assets</b>	“the Authority System, the Authority Premises, and any other, infrastructure, data, information, materials, Assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision of the Services and remain the property of the Authority throughout the term of the Contract“;
<b>Authority Cause</b>	“any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier“;



**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Authority Critical Milestones</b>	"a Mobilisation Deliverable which is set out at Annex 1a of Contract Schedule 7 (Mobilisation Services) and required to be included in the <i>Service Provider's</i> accepted Milestone Schedule";
<b>Authority's CAFM System</b>	"The computer aided facilities management system as operated by the Integrator on behalf of the Authority as may be updated or changed from time to time";
<b>Authority Data</b>	<p>"means all</p> <ul style="list-style-type: none"> <li>a) data, information, text, drawings, diagrams or images (together with any database made up of any of these) which are embodied in any electronic, or tangible medium, and which are: <ul style="list-style-type: none"> <li>i. supplied or in respect of which access is granted to the Supplier by the Authority, or</li> <li>ii. which the Supplier is required to generate, process, store or transmit as part of its obligations; or</li> </ul> </li> <li>b) any Personal Data for which the Authority is the Data Controller";</li> </ul>
<b>Authority Design Standards</b>	"is defined in section 162.29 (General Requirements) of Contract Schedule 2 (Scope)";
<b>Authority Integrator Helpdesk</b>	"The helpdesk operated by the Integrator on behalf of the Authority";
<b>Authority Estates Teams</b>	"Refers to the functional teams and persons within the DWP Estates";
<b>Authority Landlord and Lease Management</b>	"The supplier appointed under a contract with the Authority for the management of the Authority's landlord's and leases";
<b>Authority Premises</b>	"premises owned, controlled or occupied by the Authority which are made available for use by the Supplier or its Subcontractors for the provision of the Services (or any of them) as identified in Annex B to Contract Schedule 2 (Scope) as may be amended from time to time; and references to Affected Property shall have the same meaning";
<b>Authority Property</b>	"the property, other than real property and IPR, including the Authority System, any equipment issued or made available to the Supplier by the Authority in connection with this Contract";
<b>Authority Responsibility</b>	"is a dependency by the <i>Service Provider</i> on the <i>Client</i> which identified in the accepted Mobilisation Plan";
<b>Authority Savings Statement</b>	"The Authority's assessment of the amount, if any, that the Authority considers the Supplier is entitled to by way of a Savings Payment or any repayment to the Authority (as the case may be)";
<b>Authority Software</b>	"any Software which is owned by or licensed to the Authority (excluding any Software licensed by the Supplier to the Authority under this Contract) and which is or will be used by the Supplier for

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	the purposes of providing the Services”;
<b>Authority Supply Chain Contract</b>	“a contract between the Authority and an Authority Supply Chain Member”;
<b>Authority Supply Chain Members (ASCMs)</b>	<p>“Authority Supply Chain” or “Client Supply Chain” is the <i>Service Provider</i> and the principal suppliers to the <i>Client</i> of estate services (including, without limitation):</p> <ul style="list-style-type: none"> <li>- landlord and lease management</li> <li>- furniture fittings &amp; equipment</li> <li>- security and</li> <li>- project works</li> <li>- Such other services relating to the Authority Premises as the Authority may identify to the Supplier from time to time</li> </ul> <p>each an “Authority Supply Chain Member” or “Client Supply Chain Member””;</p>
<b>Authority System</b>	<p>“Means any ICT which:</p> <ul style="list-style-type: none"> <li>- Is owned or managed by, licensed or leased to, or otherwise provided for the use of the Authority; and</li> <li>- Is directly or indirectly relevant to the provision of the Services by the Supplier or the receipt of the Services by the Authority;</li> </ul> <p>but excluding:</p> <ul style="list-style-type: none"> <li>- the Incumbent Supplier System;</li> <li>- the Integrator System; and</li> <li>- the Supplier System”;</li> </ul>
<b>Authority’s Representative</b>	“An authorised representative acting on behalf of the Authority”;
<b>Authority’s Equipment</b>	“plant and machinery which are Authority Assets”;
<b>Authority’s Guarding Supplier</b>	“means the Authority Supply Chain Member providing security services for the Authority”;
<b>Authority's Lift Consultancy Supplier</b>	“The supplier appointed under a contract with the Authority for lift consultancy”;
<b>Base Date Index</b>	“the first of a series of years in an index used at subsequent inflation adjustment dates”;
<b>Baseline Monthly Payment</b>	"means the payment payable in respect of a Service Month which includes payment for all Core Services including Reactive Maintenance Works below the Inclusive Repair Threshold and is set by reference to the Price List”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Baseline Security Requirements</b>	"means those requirements set out at Annex 1 to Contract Schedule 18: Security or as notified by the Authority to the Supplier from time to time, which for the avoidance of doubt shall not constitute a compensation event";
<b>BAU</b>	"Business as usual";
<b>BCDR Plan</b>	"has the meaning given to it in Paragraph 2.1 of Contract Schedule 23: Business Continuity and Disaster Recovery";
<b>Benchmark Report</b>	"the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 2.3 of Contract Schedule 10 Benchmarking";
<b>Benchmark Review</b>	"a review of the Services carried out in accordance with Contract Schedule 10 (Benchmarking) to determine whether those services represent Good Value";
<b>Benchmarked Services</b>	"any Services included within the scope of a Benchmark Review pursuant to Contract Schedule 10: Benchmarking";
<b>Benchmarker</b>	"the independent third party appointed under Paragraph 2.1.6 of Contract Schedule 10: Benchmarking";
<b>Beyond Economic Repair</b>	"means when the cost of repairing and/or maintaining an Asset outweighs the cost of replacing it and is likely to cause on going unplanned downtime or pose potential health and safety risks";
<b>Billable Works</b>	"means Services that are not included in the Core Costs and are raised in accordance with the Billable Works and Approval Process";
<b>Billable Works and Approval Process</b>	"means the process to be agreed between the parties during the Mobilisation Period as set out in paragraph 3.1 of Contract Schedule 4: Service Order and Projects";
<b>Billable Works Rebate</b>	"means the adjustment to Prices described in Z2"
<b>BMS System</b>	"Building Management System";
<b>Board</b>	"means the Supplier's board of directors";
<b>Board Confirmation</b>	"means written confirmation from the Board in accordance with Clause 15A.5 of the <i>additional conditions of contract</i> and in the form set out in Annex 4 of Contract Schedule 8)";
<b>BPSS</b>	"BPSS" means the HMG Baseline Personnel Security Standard as it may be updated from time to time and which is currently available to download here: Government baseline personnel security standard - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> );

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Breach of Security</b>	<p>"means the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of, or the existence of any Malware in, any part of the ICT Environment or the Operating Environment;</li> <li>b) any unauthorised access or damage to, or use, loss, deletion, destruction, creation, assimilation, or publication of information or data (including the Confidential Information and the Government Data) used by the Authority and/or the Supplier in connection with this Contract; and/or</li> <li>c) the loss and/or unauthorised disclosure of any information or data (including any Confidential Information and any Government Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract.</li> </ul> <p>in either case as more particularly set out in the security requirements in the Security Policies and Standards";</p>
<b>Business Continuity Framework</b>	"Examples of good practice in public sector business continuity management: BCM methodologies - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> ) <a href="#">dwp-bc-framework-part1.pdf</a> ( <a href="http://publishing.service.gov.uk">publishing.service.gov.uk</a> ) <a href="#">dwp-bcframework-part2.pdf</a> ( <a href="http://publishing.service.gov.uk">publishing.service.gov.uk</a> )";
<b>Business Continuity Plan</b>	"has the meaning given to it in Paragraphs 4.1 of Contract Schedule 23 (Business Continuity and Disaster Recover)";
<b>Business Critical Assets</b>	"Assets that are essential for supporting the business needs of the Authority. These Assets have a high consequence of failure, resulting in the inability of the Authority Premises to operate as required";
<b>Business Critical Events</b>	<p>"means any event:</p> <ul style="list-style-type: none"> <li>i. described as such in the Contract Schedule 2 Annex E, Table A;</li> <li>ii. which relates to the immediate security or health and safety of Authority's Premises; or</li> <li>iii. which triggers the invocation of the Business Continuity and Disaster Recovery Plan";</li> </ul>
<b>Buyer</b>	"means the Authority (also referred to as the <i>Client</i> in the <i>conditions of contract</i> )";
<b>Cabinet Office</b>	"The Minister for the Cabinet Office";
<b>CAFM System</b>	"Either the Authority's CAFM System or the Supplier's CAFM System or both as the context of the Contract requires and shall also be construed as CAFM";
<b>Call-off Contract</b>	"means the Contract";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Call-off Procedure</b>	"the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure)";
<b>Call-off Schedules</b>	"The Schedules available under RM6232 Facilities Management and Workplace Services used to form the basis of the Contract Schedules. COS shall be construed in the same way";
<b>Carbon Reduction Plan</b>	"a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21";
<b>CCS</b>	"The Minister for the Cabinet Office (the "Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality";
<b>CDM Regulations</b>	"means the Construction Design and Management Regulations 2015 as may be amended from time to time"
<b>Central Government Body</b>	<p>"Means:</p> <ul style="list-style-type: none"> <li>a) body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>i. Government Department;</li> <li>ii. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal);</li> <li>iii. Non-Ministerial Department;</li> <li>iv. Executive Agency;</li> <li>v. Government Property Unit;</li> </ul> </li> <li>b) a statutory corporation; or</li> <li>c) a body corporate to the extent a body listed in limb (a) of this definition is a shareholder";</li> </ul>
<b>Centre for Protection of National Infrastructure</b>	"( <a href="https://www.cpni.gov.uk">https://www.cpni.gov.uk</a> )";
<b>Chairperson</b>	"The chairperson appointed by the Authority for each meeting established in Contract Schedule 15: Governance";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Change in Law</b>	"any change in Law which impacts on the supply of the Services and performance of the Contract which comes into force after the Mobilisation Start Date;
<b>Charge/Charges</b>	"means the Prices";
<b>CHECK</b>	"the scheme for authorised penetration tests which is managed by the National Cyber Security Centre";
<b>Class 1 Transaction</b>	"has the meaning set out in the listing rules issued by the Financial Conduct Authority";
<b>Clauses and Schedules</b>	""references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of this Contract as context requires and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear"";
<b>Client Policies</b>	<p>"means:</p> <ul style="list-style-type: none"> <li>- those policies contained within Contract Schedule 30: Client Policies;</li> <li>- those policies listed at Annex A to Contract Schedule 21: Corporate Social Responsibility;</li> <li>- those policies referred to in this Contract; and</li> <li>- the <i>Client's</i> published policies and/or such policies as are notified to the <i>Service Provider</i>,</li> </ul> <p>in each case as may be updated or replaced from time to time";</p>
<b>Client's Confidential Information</b>	"means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the <i>Client</i> , including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential";
<b>Commercial off the shelf Software or COTS Software</b>	"means any Software products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions";
<b>Commercially Sensitive Information</b>	"Commercially Sensitive Information means the information agreed between the parties to be commercially sensitive (if any) comprising the information of a commercially sensitive nature relating to the <i>Service Provider</i> , the charges for the works, its IPR or its business or which the <i>Service Provider</i> has indicated to the <i>Client</i> that, if disclosed by the <i>Client</i> , would cause the Service Provider significant commercial disadvantage or material financial loss";
<b>Comparable Rates</b>	"The rates for Comparable Services";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Comparable Services</b>	"services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Supplier shall propose an approach for developing a comparable services benchmark";
<b>Comparable Supply</b>	the supply of Services to another authority of the Supplier that are the same or similar to the Services;
<b>Comparison Group</b>	"a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations";
<b>Compensation for Persistent KPI failure</b>	"has the meaning given to it in Paragraph 2.1.2 of Contract Schedule 6";
<b>Compliance Report</b>	"Compliance Report is the report produced to highlight whether the Authority Premises in its current condition and in the way it is currently used is fully compliant with all legislation and statutory requirements";
<b>Component</b>	"any constituent parts of the Mobilisation Deliverables";
<b>Competency Passport</b>	"Supplementary document provided in Contract Schedule 2: Scope, Annex I";
<b>Confidential Information</b>	"The Client's Confidential Information and/or the Service Provider's Confidential Information";
<b>Contingent Staff</b>	"means such Service Provider Personnel including temporary staff where necessary to ensure the full and complete delivery of the Services from the <i>starting date</i> ";
<b>Continuous Improvement Plan</b>	"is defined in paragraph 2.3 of Contract Schedule 9 (Continuous Improvement)";
<b>Contract</b>	"means this contract between the Authority and Supplier in the form of an amended NEC4 (Option A) Facilities Management Contract and as set out in the Form of Agreement and references to contract shall be construed accordingly as context requires";
<b>Contract Date</b>	"means the date of the Contract as stated on the Form of Agreement and being the date on which the final Party signed the Contract";
<b>Contract Manager</b>	"The manager appointed in accordance with paragraph 1.1 of the Contract Schedule 15";
<b>Contract Period</b>	"means the period from the Contract Date to the end of the Service Period";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Contract Savings Statement</b>	<p>"A statement by the Supplier of:</p> <ul style="list-style-type: none"> <li>a) a summary of what, if any Actual Savings have been achieved against the FM Baseline;</li> <li>b) a summary of any Overspend against the FM Baseline and a detailed explanation of why the Supplier believes that Savings Proposals failed to generate any Actual Savings;</li> <li>c) whether the Supplier considers itself entitled to a Savings Payment or whether it considers a repayment to the Authority is required of any Savings Payments made in previous Contract Years; and</li> <li>d) the basis of calculation of any Savings Payment to which the Supplier considers itself entitled";</li> </ul>
<b>Contract Schedules</b>	"Contract Schedules" means any one or all of the contract schedules appended to this Contract";
<b>Contract Year</b>	"the period from the Contract Date to the day before the <i>starting date</i> (Contract Year 1) and thereafter each consecutive period of twelve (12) Months commencing on the <i>starting date</i> and/or each anniversary thereof";
<b>Contracting Body</b>	"is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the <i>Client</i> ";
<b>Contractor Savings Account</b>	"the notional account maintained by the <i>Service Manager</i> that comprises all Actual Savings (as a credit) less any Overspend (included as a debit) achieved under all Approved Savings Proposals";
<b>Contracts Finder</b>	"the Government's publishing portal for public sector procurement opportunities";
<b>Control</b>	"the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly or control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly";
<b>Core Costs</b>	"means the costs noted in the "Core Cost" limb of the 'Monthly Charge Breakdown' diagram at paragraph 2.2 or 2.3 (as applicable) of Contract Schedule 3: Pricing Details";
<b>Core Service</b>	"Core Services means services provided for Baseline Monthly Payment";
<b>Corporate Change Event</b>	<p>"means:</p> <ul style="list-style-type: none"> <li>a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li> </ul>



**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<ul style="list-style-type: none"> <li>b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the services;</li> <li>c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the services;</li> <li>d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</li> <li>e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</li> <li>f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</li> <li>g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</li> <li>h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</li> <li>i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</li> <li>j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales";</li> </ul>
<b>Corporate Overhead</b>	<p>"means those amounts which are intended to recover a proportion of the Supplier's or the Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	and accordingly included within the Core Costs”;
<b>Corporate Social Responsibility Reports</b>	“the written reports to be completed by the Supplier and provided to the Authority which are detailed in the Scope”;
<b>Cost of Change</b>	“means any costs (such as the cost of staff consultation, redeployment costs, short-term salary cover associated with redeployment or release of labour, and temporary staffing) that will be incurred in managing the transition of an individual who appears in the Employee Information and would be a Transferring Employee at the <i>starting date</i> but will not be required by the Supplier to Provide the Services and is not included in the Price List in the Supplier’s prices to Provide the Services”;
<b>CPA</b>	“NCSC Commercial Product Assurance scheme”;
<b>Credit Rating Threshold</b>	“the minimum credit rating level for each entity in the FDE Group as set out in Annex 2 to Contract Schedule 8 (Financial Difficulties)”;
<b>Critical KPIs</b>	“means in relation to the relevant KPI, the letter “Y” has been inserted in column U (Failure denotes Critical Performance Failure) in Table 3 (Specific Measures) in the ‘KPI Measures’ tab in the Performance Table”;
<b>Critical National Infrastructure</b>	<p>“means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ul style="list-style-type: none"> <li>- major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</li> <li>- significant impact on the national security, national defence, or the functioning of the UK”;</li> </ul>
<b>Critical Path Milestones</b>	“The Mobilisation Deliverables which the Supplier identifies as necessary to achieve delivery of Mobilisation by the starting date including, without limitation the Authority Critical Milestones”;
<b>Critical Performance Failure</b>	“means in respect of the relevant Critical KPI, a KPI Failure occurs in three (3) consecutive Service Months”;
<b>Critical Service Contract</b>	“a service contract which the Authority has categorised as a Gold Contract or which the Authority otherwise considers should be classed as a Critical Service Contract”;
<b>CRM Data</b>	“All customer relationship management data captured by call centre agents via the relevant CRM tools”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Crown Body</b>	"the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf";
<b>CRP Information</b>	"means, together, the: <ul style="list-style-type: none"> <li>- Group Structure Information and Resolution Commentary; and</li> <li>- UK Public Sector and CNI Contract Information";</li> </ul>
<b>Cryptographic Key Management Policy</b>	<a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">"https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards"</a> ;
<b>Cutover</b>	"any obligation including work order, service, task, activity, obligation or any other thing the need for which was identified prior to the <i>starting date</i> ";
<b>Cutover Deliverables</b>	"activities which were required to be but were not provided by the Incumbent Supplier before the <i>starting date</i> and which are required to be provided by the <i>Service Provider</i> under the contract";
<b>Cutover Delivery Team</b>	"a dedicated team appointed by the Supplier to plan deliver and execute all legacy work transitioned from the Incumbent Suppliers";
<b>Cutover Reactive Maintenance Works</b>	"means Reactive Maintenance Works which are identified as Cutover";
<b>Cutover Remedial Works</b>	"Remedial Works which are identified as Cutover";
<b>Cutover Service Orders</b>	"Service Orders which are identified as Cutover";
<b>Cyber Security Information Sharing Partnership</b>	"the cyber security information sharing partnership established by the NCSC or replacement scheme which is published and/or formally recommended by the NCSC";
<b>Data Controller</b>	"has the meaning given to it in the Data Protection Act 2018";
<b>Data Protection Impact Assessment</b>	"has the meaning given to it in the Data Protection Act 2018";
<b>Data Protection Legislation</b>	"means <ul style="list-style-type: none"> <li>i. the UK GDPR as amended from time to time;</li> <li>ii. the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and</li> <li>iii. all applicable Law about the Processing of Personal Data and privacy";</li> </ul>
<b>Data Subject</b>	"has the meaning given to it in the UK GDPR";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Data Subject Access Request</b>	"a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data"
<b>Data Validation Audit</b>	"an audit on the due diligence data provided by the Buyer to ensure that potential errors, inaccuracies or omissions in the Service data issued by the outgoing Supplier are identified";
<b>Data Validation Report</b>	"is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Data Validation Audit" where revisions to the Service data may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Buyer's statutory and/or insurance obligations";
<b>DBS</b>	"Disclosure and Barring Service";
<b>Deed of Guarantee</b>	"The form of guarantee set out in Contract Schedule 28";
<b>Default</b>	"any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority";
<b>Default Management Charge</b>	"has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information)";
<b>Defects</b>	<p>"any of the following, regardless of when it is identified and whether or not it prevents the relevant Services from passing any Test required under this Call-Off Contract:</p> <ul style="list-style-type: none"> <li>a) any error, damage or defect in a Service; or</li> <li>b) any error, damage, defect, or failure of code within the Software</li> <li>c) anything which causes a Service to malfunction or to produce unintelligible or incorrect results; or</li> <li>d) any failure of any Service to provide the performance, features and functionality specified in the requirements of the Authority or the Documentation (including any adverse effect on response times); or</li> </ul> <p>any failure of any Service to operate in conjunction with or interface with any other Services or the ICT Environment or any other relevant component in order to provide the performance, features and functionality specified in this Contract.";</p>
<b>Delay Payment</b>	"the amount (if any) payable for each day of delay by the <i>Service Provider</i> to the <i>Client</i> in respect of a delay to Achievement of a Mobilisation Deliverable as specified in annex 1a of Contract

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	Schedule 7 (Authority Critical Path Milestones)";
<b>Deliverables</b>	"means the Services";
<b>Dependent Parent Undertaking</b>	"means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Contract";
<b>Disability Confident</b>	"Disability Confident is a scheme that supports employers to attract, recruit and retain disabled people";
<b>Disallowable Costs</b>	"costs which are not wholly appropriate, attributable, and reasonable for contract delivery will be disallowable and are set out at Paragraph 12 of Contract Schedule 3: Pricing Details";
<b>Disaster</b>	"the occurrence of one or more events which, either separately or cumulatively, mean that the services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable)";
<b>Disaster Recovery Plan</b>	"has the meaning given to it in Paragraph 2.2.3 of Contract Schedule 23: Business Continuity and Disaster Recovery";
<b>Disaster Recovery Services</b>	"the services embodied in the processes and procedures for restoring the provision of the services following the occurrence of a Disaster";
<b>Disaster Recovery System</b>	"the system embodied in the processes and procedures for restoring the provision of the services following the occurrence of a Disaster";
<b>Dispute Resolution Procedure</b>	"The dispute resolution procedure set out in the Clause W2 of this Contract";
<b>Diversity and Equality Delivery Plan</b>	"has the meaning given to it in paragraph 2.2, Part C of Contract Schedule 21";
<b>Documents or Documentation</b>	<p>"descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Authority under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the services</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>b) is required by the Supplier in order to provide the Services; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Services";</p>
<b>DOTAS</b>	"is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992";
<b>Due Diligence Information</b>	"any information supplied to the Supplier by or on behalf of the Authority prior to the <i>starting date</i> ";
<b>Duplicate Costs</b>	"any duplication of costs, prices and/or overheads or potential duplication of costs, prices and/or overheads between one or more lines or tabs in the Pricing Matrix relating to this contract with one or more lines or tabs in the financial model or pricing matrix relating to one or more Authority Supply Chain Contracts where the <i>Service Provider</i> or any Affiliate of the <i>Service Provider</i> is an Authority Supply Chain Member and references to " <b>Duplicate Cost</b> " shall be construed accordingly";
<b>Duplicate Costs Meeting</b>	"has the meaning given to it in clause Z7.2 in the <i>additional conditions of contract</i> ";
<b>Duplicate Costs Notice</b>	"has the meaning given to it in clause Z7.1 in the <i>additional conditions of contract</i> ";
<b>Duplicate Costs to be Removed</b>	"the Duplicate Costs to be removed from the Pricing Matrix as identified by the <i>Client</i> and/or the <i>Service Provider</i> under clause Z7";
<b>Dutyholder Regulations</b>	"Part 2A of the Building Regulations 2010 as inserted by the Building Regulations etc. (Amendment) (England) Regulations 2023, SI 2023/911, regulation 6, as the same may be amended or updated from time to time";
<b>DWP Schedule of Rates</b>	"Schedules of Rates (excluding NSR) priced at Further Competition as set out in Contract Schedule 5 (Price List) or as agreed between the Supplier and the Authority";
<b>Early Retirement Right</b>	"any right to retirement benefit arising on termination for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise";
<b>Electronic Invoice</b>	"An invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>ELKAMM</b>	"Executive Level Key Account Management Meeting";
<b>Email Policy</b>	<a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">"https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards"</a> ;
<b>Emergency ICT Maintenance</b>	"Means urgent ICT Maintenance undertaken otherwise than in accordance with the approved ICT Maintenance Schedule";
<b>Employee Information</b>	"means the information about the Transferring Employees which was provided or made available by the Authority prior to the submission of the Supplier's tender in connection with the procurement process leading to the award of this Contract";
<b>Employer Pension Contribution</b>	"means standard employer pension contributions paid in accordance with the relevant pension scheme rules and used in the calculation of the Surcharge less any costs recoverable under Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer";
<b>Employer Pension Contribution Cap</b>	"means the 6% maximum rate of Employer Pension Contribution used in the calculation of the TUPE Surcharge";
<b>Employment Costs</b>	<p>"payments due under contracts of employment in respect of the following:</p> <ul style="list-style-type: none"> <li>i) annual salary;</li> <li>ii) annual national insurance cost;</li> <li>iii) Annual Pension Cost;</li> <li>iv) annual life insurance cost;</li> <li>v) annual sick pay entitlement;</li> <li>vi) maternity/paternity costs; and</li> <li>vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or the Transferring Authority Employee";</li> </ul>
<b>Employment Regulations</b>	"the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC";
<b>End User Devices Security Guidance</b>	"(https://www.ncsc.gov.uk/guidance/end-user-device-security)";
<b>Environmental Information Regulations</b>	"is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations";
<b>Equivalent Data</b>	"data derived from an analysis of the Comparable Services provided by the Comparison Group";
<b>Estimated Value Ranges</b>	<p>"The Estimated Value Ranges shall be:</p> <p>Tier 1 £0 - &lt; £5,000</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	Tier 2 £5,001 > £10,000 Tier 3 £10,001 > 20,000 Tier 4 > £20,001";
<b>Exclusions</b>	"has the meaning given in Paragraph 5.2 of Contract Schedule 6 (Key Performance Indicators) and any references to " <b>Exclusion</b> " shall be construed accordingly";
<b>Exclusive Assets</b>	"means Supplier Assets used exclusively by the Supplier or a Subcontractor in the provision of the Services";
<b>Executive Level Key Account Management Meeting</b>	"the meeting established in accordance with Annex 2 of Contract Schedule 15: Governance";
<b>Exit Information</b>	"Information relating to exit from the Contract including but not limited to Asset data, Service data, Contract data, statutory compliance data and certification and Employee Information";
<b>Exit Manager</b>	"means the individual appointed by each Party in accordance with Clause 34.8";
<b>Exit Plan</b>	"means the plan referred to in clause 34.1 and also referred to as the demobilisation plan";
<b>Existing IPR(s)</b>	"IPR which already exists as at the date of this Contract";
<b>Facilities Manager</b>	"Is the role as described at A19 of Contract Schedule 2: Scope";
<b>FDE Group</b>	"means the <i>Service Provider</i> , the Guarantor and Subcontractors";
<b>Final Authority Savings Payment</b>	"the final statement of the amount, if any, that it considers to be due to the Supplier by way of Savings Payment for the preceding Contract Year";
<b>Financial Distress Event</b>	<p>"A Financial Distress Event is any of the following:</p> <ul style="list-style-type: none"> <li>a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;</li> <li>b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</li> <li>d) an FDE Group entity committing a material breach of covenant to its lenders;</li> <li>e) a Subcontractor notifying the <i>Client</i> that the <i>Service Provider</i> has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;</li> </ul>



**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>f) any of the following:</p> <ul style="list-style-type: none"> <li>i) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</li> <li>ii) non-payment by an FDE Group entity of any financial indebtedness;</li> <li>iii) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</li> <li>iv) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity;</li> <li>v) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the <i>Client</i> which the <i>Client</i> (acting reasonably) considers to be adequate;</li> <li>vi) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the <i>Client</i> which the <i>Client</i>, acting reasonably, considers to be adequate;</li> <li>vii) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;</li> <li>viii) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; or in each case which the <i>Client</i> reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the service in accordance with the contract; and</li> </ul> <p>g) any one of the Financial Indicators set out at clause 1.1 of Contract Schedule 8 for any of the FDE Group entities failing to meet the required Financial Target Threshold";</p>
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**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Financial Distress Remediation Plan</b>	"means the <i>Service Provider's</i> plan for ensuring the complete, continued and proper performance of the Services and restoration of such performance where necessary";
<b>Financial Indicators</b>	"means the financial indicators stated at paragraph 1 of Contract Schedule 8 (Financial Difficulties)";
<b>Financial Target Threshold</b>	"means the target thresholds for each of the Financial Indicators set out in the table at paragraph 1.1 in Contract Schedule 8 (Financial Difficulties)";
<b>FM Expenditure</b>	"the aggregate expenditure by the Authority in respect of the Services in each Contract Year";
<b>FOIA</b>	"FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation";
<b>Force Majeure Event</b>	<p>"any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of government, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul> <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain";</p>
<b>Forensic Readiness Policy</b>	<a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">"https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards";</a>
<b>Former Supplier</b>	"a supplier supplying the services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor)";
<b>Form of Agreement</b>	"the form of agreement between the Authority and the Supplier under which the Contract is entered into";
<b>Framework Award Form</b>	"the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Framework Contract</b>	"the framework agreement (with reference RM6232) established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Services to authorities by the Supplier pursuant to the notice published on the Find a Tender Service";
<b>Framework Incorporated Terms</b>	"the contractual terms applicable to the Framework Contract specified in the Framework Award Form";
<b>Framework Quarterly Performance Indicator Submission Form</b>	"is the form Suppliers will complete on a quarterly basis reporting on social value activities as set out in Table B in Contract Schedule 21: Corporate and Social Responsibility";
<b>Further Competition</b>	"means a competition carried out in accordance with the Further Competition Procedure detailed within Framework Schedule 7(Call Off Award Procedure)";
<b>Further Competition Procedure</b>	"the Further Competition Procedure described in Framework Schedule 7 (Call-Off Award Procedure)";
<b>Gainshare</b>	"the percentages attributed to the Authority (on the one hand) and the Supplier, including the Authority Supply Chain Members (on the other hand) and used for the purpose of calculating the amount of any Savings Payment";
<b>Gainshare Implementation Plan</b>	"an implementation plan which shall set out in more detail the way in which the Supplier intends that the Savings Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed Gainshare ratio";
<b>General Anti-Abuse Rule</b>	<p>"is:</p> <ul style="list-style-type: none"> <li>a) the legislation in Part 5 of the Finance Act 2013 and</li> <li>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions";</li> </ul>
<b>Gold Contract</b>	"a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool";
<b>Good Industry Practice</b>	"standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector";
<b>Good Security Practice</b>	<p>"shall mean:</p> <ul style="list-style-type: none"> <li>a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</p> <p>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and</p> <p>c) the Government's security policies, frameworks, standards and guidelines relating to Information Security”;</p>
<b>Good Value</b>	<p>“In relation to a Benchmarked Service, that:</p> <p>a) having taken into account the relevant Performance Measures and associated Target Performance levels, the value for money of the Prices attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and</p> <p>b) any Performance Measures and associated Target Performance levels are having taken into account the Prices, equal to or better than the median service levels for the Comparable Service using Equivalent Data”;</p>
<b>Government</b>	<p>“means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf”;</p>
<b>Government Buying Standards</b>	<p>"means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA”;</p>
<b>Government Data</b>	<p>“the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract”;</p>
<b>Government Functional Standard GovS 004: property</b>	<p>"Government Functional Standard GovS 004: Property - GOV.UK (www.gov.uk)”;</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Greening Government Commitments</b>	"Greening Government Commitments 2021 to 2025 - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> )";
<b>Group Structure Information and Resolution Commentary</b>	"means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1 of Contract Schedule 23: Business Continuity and Disaster Recovery";
<b>Guarantor</b>	"the person (if any) who has entered into a guarantee in the form set out in Contract Schedule 28 (Guarantee) in relation to this Contract";
<b>Halifax Abuse Principle</b>	"is the principle explained in the CJEU Case C-255/02 Halifax and others";
<b>Hardware</b>	"means any physical device, machinery, or component, used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) servers, computers, laptops, tablets, smartphones, network devices (including routers, switches and firewalls), storage devices (including hard drives and SSDs), peripherals (including monitors, keyboards, mice, microphones, speakers, and cameras), power supplies, backup and protection systems, and all other related electronic, electrical, and mechanical components";
<b>HMG Information Assurance Maturity Model and Assurance Framework</b>	"means the model found at <a href="https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm">https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm</a> ";
<b>HMG Personnel Security Controls</b>	"means the controls found at <a href="https://www.gov.uk/government/publications/hmg-personnel-security-controls">https://www.gov.uk/government/publications/hmg-personnel-security-controls</a> ";
<b>ICT Environment</b>	<p>"all of the ICT which is or could be relevant to the Supplier's delivery of the Services, including:</p> <ul style="list-style-type: none"> <li>- the Incumbent Supplier System;</li> <li>- the Authority System;</li> <li>- the Integrator System;</li> <li>- the Supplier System;</li> <li>- any relevant third party system(s)";</li> </ul>
<b>ICT Maintenance</b>	"means the actions taken to keep the ICT Environment operating efficiently in the Operating Environment and to prevent, predict, and manage any faults, errors, Defects, Malware, or risks, including (without limitation) the provisions of updates, the installation of New Releases, patches, bug fixes, security enhancements, the replacement or repair of Hardware, technical support and troubleshooting, and other measures to ensure the continued operation, functionality, performance, and security of the same";
<b>ICT Maintenance Schedule</b>	"means the rolling schedule of planned ICT Maintenance which shall be created and maintained by the Supplier in accordance with

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	paragraph 8 of Contract Schedule 17 (ICT Services) and approved by the Authority from time to time”;
<b>ICT Services</b>	“the services to the extent that they involve or relate to any ICT”;
<b>Identified Authority Supply Chain Members</b>	“means the suppliers for the contracts referred to in Identified Authority Supply Chain Contracts”;
<b>Identified Authority Supply Chain Contract</b>	<p>“means the contracts relating to the delivery of the following services:</p> <ul style="list-style-type: none"> <li>- security technical advisory;</li> <li>- fire risk specialist services;</li> <li>- lift technical specialist services;</li> <li>- water hygiene specialist services;</li> <li>- asbestos management specialist services; and</li> <li>- estate project management services,</li> </ul> <p>and any other such contracts as the Authority notifies to the Supplier at any time”;</p>
<b>Inclusive Repair Threshold (IRT)</b>	“means the financial threshold (excluding Overhead and Profit) as specified in the Contract Data (which may be varied under the terms of this Contract) under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly Payment and which it shall apply per event and not, for example, per trade”;
<b>Incumbent Supplier</b>	“is the supplier engaged prior to the <i>starting date</i> by the Authority to provide services which are the same or similar to the Services”;
<b>Incumbent Supplier System</b>	“means any ICT which is owned or managed by, licensed or leased to or via, or otherwise specified or provided by the Incumbent Supplier in relation to services, including specifically the Incumbent Supplier’s CAFM System”;
<b>Indexable Elements</b>	“means the indexable elements stated in the Contract Data”;
<b>Indexation</b>	“means the adjustment with inflation of Prices which are stated in clause X1 to be subject to indexation in accordance clause X1.”;
<b>Inflation Adjustment Date</b>	“has the meaning given to it in X1.1.2”;
<b>Information</b>	“has the meaning given under section 84 of the Freedom of Information Act 2000”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Information and Communication Technology or ICT</b>	<p>“means:</p> <ul style="list-style-type: none"> <li>- Software</li> <li>- Hardware</li> <li>- AI</li> <li>- any other technology relating to information and/or communication, including anything used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) business and/or telecommunications systems, the internet, electronic mail, electronic data interchange, digital and cloud-based services, databases, networks, and any other similar or related technology”;</li> </ul>
<b>Information Commissioner</b>	<p>“Information Commissioner means the United Kingdom’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies”;</p>
<b>Information Management Policy</b>	<p>“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a>”;</p>
<b>Information Security</b>	<p>“means:</p> <p>a) the protection and preservation of:</p> <ul style="list-style-type: none"> <li>(i) the confidentiality, integrity and availability of all or any part of the Authority System, any ICT Environment and the Supplier System;</li> <li>(ii) related properties of information including but not limited to authenticity, accountability and non-repudiation; and</li> </ul> <p>(b) compliance with all Law applicable to the processing, transmission, storage and disposal of the Authority System”;</p>
<b>Information Security Manager</b>	<p>“the person appointed by the Supplier with the appropriate experience, authority and expertise to sense that the Supplier complies with Contract Schedule 18: Security”;</p>
<b>Information Security Policy</b>	<p>“means the policy named ‘DWP procurement: security policies and standards’ found at <a href="http://www.gov.uk">www.gov.uk</a>”;</p>
<b>Information Security Questionnaire</b>	<p>“the Authority’s set of questions used on an ongoing basis to audit and assure the Supplier’s compliance with the Authority’s security requirements”;</p>
<b>Insolvency Continuity Plan</b>	<p>“has the meaning given to it in Paragraph 1.1, Part A of Annex 1 of Contract Schedule 23”;</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Insolvency Event</b>	<p>"with respect to any person, means:</p> <ul style="list-style-type: none"> <li>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>i. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>ii. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</li> <li>e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> <li>i. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>ii. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an</li> </ul> </li> </ul>
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**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>iii. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above";</p>
<b>Integrator</b>	"means the Authority's integration services supplier as notified by the Authority from time to time";
<b>Integrator Agreement</b>	"means the agreement entered into between The Secretary of State for Work and Pensions and Kellogg Brown & Root Limited dated 18.01.2022, and any successor or replacement agreement";
<b>Integrator Related Party</b>	"means all directors, officers, employees, agents, consultants and contractors of the Integrator, any Affiliate of the Integrator and any directors, officers, employees, agents, consultants and contractors of such Affiliate and of any sub-contractor of the Integrator engaged in the performance of the Integrator's obligations under the Integrator Agreement";
<b>Integrator System</b>	"means the Integrator system including Integrator software";
<b>Intellectual Property Rights / IPR</b>	<p>"means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, rights in Software, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>all other rights having equivalent or similar effect in any country or jurisdiction";</p>
<b>Interim Solution</b>	<p>"means, where a Business Critical Event has occurred, the temporary solution or fix to:</p> <p>i. mitigate the risks identified in column 3 of Table A in Contract Schedule 2, Annex E; and</p> <p>ii. maintain functionality until a more permanent solution implemented.";</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Intervention Period</b>	"has the meaning given to it in clause 47.2 of the <i>additional conditions of contract</i> ";
<b>Intervention Trigger Event</b>	<p>"is:</p> <ul style="list-style-type: none"> <li>a) a default by the <i>Service Provider</i> that is materially preventing or delaying the performance of the Services or any material part of the Services;</li> <li>b) a Material Default;</li> <li>c) a Critical Performance Failure; or</li> <li>d) a Persistent KPI Failure";</li> </ul>
<b>ISMS</b>	"the information security management system and process developed by the Supplier in accordance with paragraph 5 of Contract Schedule 18 (ISMS) as updated from time to time in accordance with Contract Schedule 18 (Security)";
<b>ISO</b>	"International Organization for Standardization";
<b>JAGGAER</b>	"the <i>Client's</i> online platform for coordinating procurements"
<b>KAMM</b>	"Key Account Management Meeting";
<b>Key Account Management Meeting</b>	"the meeting established in accordance with Annex 1 of Contract Schedule 15: Governance";
<b>Key-Subcontractor</b>	<p>"Subcontractors providing:</p> <ul style="list-style-type: none"> <li>• 5 % or more of the total of the annual Prices or</li> <li>• £10 million or more annual subcontract value or</li> <li>• carrying out statutory compliance work with subcontract annual value of £5million or more";</li> </ul>
<b>Keyholder</b>	"means the Authority or Authority Supply Chain Member providing keyholding services including the lock and unlock of Authority Premises";
<b>Know How</b>	"means all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of know-how relating to the service but excluding know-how already in the other Party's possession before this contract";
<b>KPI</b>	"any key performance indicator applicable to the provision of the Services under the Contract (which, where Contract Schedule 6: Key Performance Indicators is used in this Contract, are referred to in such Schedule)";
<b>KPI At Risk Amount</b>	"means in relation to a KPI in respect of a Service Month, the amount calculated in accordance with Paragraph 3.2 of Part A of Contract Schedule 6 (Key Performance Indicators)";
<b>KPI Category</b>	"means each of the categories in the columns headed "KPI Category" in the 'KPI Measures' tab of the Performance Table";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>KPI Category At Risk Amount</b>	"means in relation to a KPI Category in respect of a Service Month, the amount calculated in accordance with Paragraph 3.1 of Part A of Contract Schedule 6 (Key Performance Indicators)";
<b>KPI Category Weightings</b>	"has the meaning given to it in Paragraph 3.1.1, Part A of Contract Schedule 6";
<b>KPI Credits</b>	"any KPI Credits calculated by reference to the Annex to Part A of Contract Schedule 6: Key Performance Indicators being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPIs";
<b>KPI Failure</b>	"means a failure to meet the KPI Performance Measure and the Target Performance in respect of the relevant KPI";
<b>KPI Measure Weightings</b>	"has the meaning given to it in Paragraph 3.2.1, Part A of Contract Schedule 6"
<b>KPI Performance Measures</b>	"means the performance measures in the columns headed "Measure Requirement" and "Measure Achievement Calculation" in the KPI Measures tab of the Performance Table and any references to "KPI Performance Measure" and " <b>KPI</b> " in this Contract shall be construed accordingly";
<b>Labour Count</b>	"means the total number of Transferring Former Supplier Employees and/or Transferring Authority Employees identified in the Supplier's solution";
<b>Landed Resources</b>	"when the Supplier or its Subcontractor causes foreign nationals to be brought to the United Kingdom to provide the Services";
<b>Latest Index</b>	"is the latest available Payment Index published at the Inflation Adjustment Date";
<b>Law</b>	"means any law, statute, subordinate legislation within the meaning of section 21 (1) of the Interpretation Act 1978, bye-law, notice, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, directives or requirements of any regulatory body or any planning or building permission or regulations or other official consents, requests or requirements made by any body of competent jurisdiction with which the <i>Client</i> or the <i>Service Provider</i> is bound to comply under the law of the contract and each as is from time to time amended, re-enacted, or substituted and including any orders, rules, regulations, schemes, warrants, bye-laws, directives or codes of practice raised under it";
<b>Licensed Software</b>	"all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Authority for the purposes of or pursuant to this Contract";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Losses</b>	"all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly";
<b>Make Safe</b>	"means to undertake such immediate actions as are necessary to prevent or minimise a threat of physical harm or damage";
<b>Malware</b>	<p>"any thing or device (including any ICT, malware, code, file, programme, worm, Trojan horse, or virus) which may:</p> <ul style="list-style-type: none"> <li>- prevent, impair, or affect the performance, functionality, reliability or security of;</li> <li>- gain or facilitate unauthorised access to;</li> <li>- prevent, impair or affect authorised access to;</li> <li>- adversely affect the user experience of; and/or</li> <li>- lose, erase, damage, delete, destroy, hinder, create, assimilate, publish, re-arrange, alter, or otherwise adversely affect</li> </ul> <p>any ICT, data, or information in whole or in part.";</p>
<b>Management Charge</b>	"the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information)";
<b>Management Information</b>	"the management information specified in Framework Schedule 5 (Management Charges and Information)";
<b>Mandatory Wage</b>	<p>"means either:</p> <ul style="list-style-type: none"> <li>a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or</li> <li>b) the introduction of a requirement by the Authority that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay";</li> </ul>
<b>Master Data</b>	"means the data that provides the context for business activity data in the form of common and abstract concepts that relate to the activity. It includes the details (definitions and identifiers) of internal and external objects involved in business transactions, such as customers, products, employees, vendors, and controlled domains (code values). (DAMA Dictionary of Data Management 2 <sup>nd</sup> edition, p163)";
<b>Master Data Management</b>	"means processes that control management of master data values to enable consistent, shared, contextual use across systems, of the most accurate, timely, and relevant version of truth about essential business entities.– (DAMA Dictionary of Data Management 2 <sup>nd</sup> edition, p163)";
<b>Material Change</b>	"a change to the Contract which:

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	(b) materially changes the profile of the Prices; or (c) varies the total Prices payable during the Contract Period (as forecast in the latest financial model) by: (i) 5% or more; or (ii) £1m or more";
<b>Material Default</b>	"means any breach of the <i>Service Provider's</i> obligations which is described as a Material Default in this Contract";
<b>Material Test Issue</b>	"a Test Issue of Severity Level 1 or Severity Level 2 as more particularly described in Annex 3 of Contract Schedule 7 (Mobilisation Services)";
<b>Maximum Number of Critical KPIs</b>	"the aggregate total of KPI Performance Measures that can be designated as Critical KPIs under this Contract in any Contract Year shall not exceed 5";
<b>Maximum Number of KPI Performance Measures</b>	"the aggregate total of KPI Performance Measures permitted under this Contract in any Contract Year shall not exceed 16";
<b>Maximum Number of SPI Performance Measures</b>	"the aggregate total of SPI Performance Measures permitted under this Contract in any Contract Year shall not exceed 45";
<b>MI Reporting Template</b>	"means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority";
<b>Milestone</b>	"a category of Mobilisation Deliverables described at column B of Annex 1a of Contract Schedule 7 Mobilisation Services";
<b>Milestone Date</b>	"is the target date set out against the relevant Mobilisation Deliverable in the <i>Service Provider's</i> accepted Milestone Schedule by which the Mobilisation Deliverable must be Achieved";
<b>Milestone Payment</b>	"is the amount or proportion of an amount stated in the accepted Milestone Schedule";
<b>Milestone Schedule</b>	"the <i>Service Provider's</i> accepted schedule in the form of Annex 1b of Contract Schedule 7 (Mobilisation Services) and forming part of the accepted Mobilisation Plan";
<b>Minimum Template Requirements</b>	"means the requirements set out in Table 1, Annex 1(b) of Contract Schedule 7: Mobilisation Services";
<b>Mobilisation</b>	"means the planning, preparation and resourcing of all activities to ensure that the <i>Service Provider</i> is able to provide the Service on and following the <i>starting date</i> fully in accordance with the contract and "Mobilise" and "Mobilises" shall be construed accordingly";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Mobilisation Board</b>	"the board established in accordance with Annex A of Contract Schedule 7 (Mobilisation Services)";
<b>Mobilisation Deliverable</b>	"means an element of a Milestone against which a Milestone reference ("Milestone Ref") is made in column D of the Milestone Schedule";
<b>Mobilisation Period</b>	"is the period commencing at the Mobilisation Start Date and ending on the completion of all Mobilisation Deliverables";
<b>Mobilisation Plan</b>	"means the plan for provision of the Mobilisation Deliverables set out in Contract Schedule 7 (Mobilisation Services) and includes the <i>Service Provider's</i> completed Milestone Schedule incorporating the Authority's Critical Milestones";
<b>Mobilisation Start Date</b>	"means 01 October 2024 unless the <i>Client</i> nominates a later date";
<b>Modern Slavery Assessment Toolkit</b>	"the modern slavery risk identification and management tool which can be found online at: <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a> ";
<b>Monitored Supplier</b>	"means the suppliers noted in the table paragraph 1.2 in Contract Schedule 8 (Financial Difficulties)";
<b>Month</b>	"means a calendar month and "Monthly" shall be interpreted accordingly";
<b>Monthly Charge</b>	"means the amount calculated in accordance with paragraph 2.2 of Contract Schedule 3 (Pricing Details)";
<b>Monthly Payment</b>	"means the payment payable in respect of a Service Month as set by reference to the Price List";
<b>National Themes, Outcomes and Measures</b>	"means the National TOMs Framework – which stands for Themes, Outcomes and Measures – aims to provide a minimum reporting standard to help buyers measure and justify the pursuit of social value outcomes in their contracts";
<b>Nature Recovery Plan</b>	The plan is currently being developed and will become available during mobilisation. The plan will consider the environment Act and requirements for DWP from the GGC's Nature Recovery target";
<b>NCSC</b>	"means the National Cyber Security Centre or its successor entity (where applicable)";
<b>NCSC Secure Sanitisation of Storage Media</b>	"means the guidance found at <a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a> ";
<b>Necessary Consents</b>	"means any official consents, requests or requirements made by any body of competent jurisdiction including without limitation planning or building permission or regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the service or with whose systems any part of the service is, or is to be, connected";
<b>Net Asset Value</b>	"means the value of an entity's assets minus the value of its liabilities";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Net Book Value</b>	"the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice)";
<b>New IPRs</b>	<p>"means any of the following, including all parts, components, versions, and iterations thereof:</p> <p>a) IPR created or arising in the course of this Contract, and/or as a result of the performance of the Supplier's obligations under this Contract; and/or</p> <p>b) all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR";</p>
<b>New Payments Architecture</b>	"the UK payments industry's proposed new way of organising the clearing and settlement of payments made from one payment account to another payment account as developed, built and operated by or on behalf of Pay.UK, the UK's retail payment authority, or any successor subject to applicable Laws and rules, standards, directions and guidance issued by any Regulatory Authority";
<b>New Release</b>	"means, in relation to an ICT product, a new release produced primarily to extend, alter or improve the relevant ICT by providing improved or additional functionality, capabilities, or performance and/or correct Defects while still retaining the original designated purpose of the product";
<b>Non-COTS Software</b>	"means any Software which is not COTS Software";
<b>Non-Exclusive Assets</b>	"those Supplier Assets used by the Supplier or a Subcontractor in connection with the Service but which are also used by the Supplier or Subcontractor for other purposes";
<b>Non Functional Requirement Documents</b>	"means the non functional requirement documents to be completed by the Supplier and used on an ongoing basis to audit and assure the Supplier's compliance with the Authority's security requirements"
<b>Notifiable Event</b>	<p>"means:</p> <p>a) a Service Failure or Material Default which is capable of remedy;</p> <p>b) a Critical Performance Failure; or</p> <p>a Persistent KPI Failure";</p>
<b>NSR Schedule of Rates</b>	"means those set by NSR Management Ltd (Company No. 03574827);"
<b>Occasion of Tax Non Compliance</b>	<p>"means:</p> <ul style="list-style-type: none"> <li>where any tax return of the <i>Service Provider</i> submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<ul style="list-style-type: none"> <li>i. a Relevant Tax Authority successfully challenging the <i>Service Provider</i> under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or</li> <li>ii. the failure of an avoidance scheme which the <i>Service Provider</i> was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and</li> <li>• where any tax return of the <i>Service Provider</i> submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion”;</li> </ul>
<b>Object Code</b>	“means a version of any Software which is in executable, binary, and/or machine-readable form”;
<b>Offshoring Policy</b>	“means the ‘Offshoring policy for DWP contractors’ as more particularly described in Annex A to Contract Schedule 21 (Corporate Social Responsibility)”;
<b>Onerous Contract</b>	“a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37”
<b>Open Book Accounting</b>	“means the transparent sharing of Open Book Data”;
<b>Open Book Data</b>	<p>“complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Prices already paid or payable and forecast Prices to be paid during the remainder of the Service Period, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier’s costs broken down against each Service, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;</li> <li>b) operating expenditure relating to the provision of the Service including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of goods and any other consumables and bought-in Services;</li> <li>ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; and</li> <li>iii) a list of costs underpinning those rates for each grade, being the agreed rate less the Profit %; c) Management Overheads and Corporate Overheads;</li> </ul> </li> </ul>



**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>e) the Profit % achieved over the Service Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Corporate Overhead and Management Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual costs profile for each Service Period.</p> <p>i) the Service Order Uplift %, Project Order Uplift % and NSR Schedule of Rates Adjustment %";</p>
<b>Open Source Software</b>	<p>"Software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge, including under recognised open-source licences such as the GNU General Public License, MIT License, and similar licensing models that conform to the Open Source Definition published from time to time by the Open Source Initiative currently available at <a href="https://opensource.org/osd/">https://opensource.org/osd/</a>";</p>
<b>Operating Environment</b>	<p>"means the Authority System and any premises (including the Authority Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> <li>a) the Services are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</li> <li>c) where any part of the Supplier System is situated";</li> </ul>
<b>Operational Working Hours</b>	<p>"means those public opening hours shown within Annex B (Service Matrix) for each Authority Premises";</p>
<b>Order Form</b>	<p>"a completed Order Form Template (or equivalent information issued by the Authority) used to create a Call-Off Contract";</p>
<b>Order Form Template</b>	<p>"the template in RM6232 Framework Schedule 6 (Order Form Template and Call-Off Schedules";</p>
<b>Other Pension Cost</b>	<p>"in relation to Contract Schedule 13 means:</p> <ul style="list-style-type: none"> <li>a) in respect of CSPS Eligible Employees those sums set out at paragraphs 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>Account) of the CSPS Admission Agreement;</p> <p>b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pensions employers during the Contract Period and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of NHS Pensions or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);</p> <p>c) in respect of LGPS Eligible Employees, the standard employer contribution rate applicable to LGPS Eligible Employees during the Contract Period and payable by the Supplier such sums expressed and set out in the rates and adjustments certificate under regulation 62 of the LGPS Regulations (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS unless otherwise agreed in writing by the Authority) less any costs recoverable under Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer; and</p> <p>d) such other pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute "Other Pension Costs";</p>
<b>Overspend</b>	"the amount of FM Expenditure by the Authority in excess of the Approved Savings Proposals as a consequence of the implementation of a Savings Proposal";
<b>Paragraph</b>	"references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided";
<b>Parent Undertaking</b>	"has the meaning set out in section 1162 of the Companies Act 2006";
<b>Party/ Parties</b>	"the Parties are the <i>Client</i> and the <i>Service Provider</i> , each individually a Party";
<b>Pass-Through Costs</b>	"means the costs recoverable as Pass Through Costs under Contract Schedule 3: Pricing Details, as set out in the Contract Data";
<b>Payment Index</b>	"is the Consumer Price Index ("CPI")";
<b>Penetration Test</b>	"means a simulated attack on any Authority System, ICT Environment or Supplier System (or any part thereof) which is duly accredited by CHECK, CREST (International)";
<b>Pension Benefits</b>	"any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Performance Improvement Plan</b>	“has the meaning given to it in Paragraph 3.1 of Contract Schedule 6 (Key Performance Indicators)”;
<b>Performance Improvement Plan Proforma</b>	“has the meaning given in Paragraph 3.2 of Contract Schedule 6 (Key Performance Indicators)”;
<b>Performance Measures</b>	“means a KPI Performance Measure and/or a SPI Performance Measure (as the context so requires) and references <b>"Performance Measure"</b> to shall be construed accordingly”;
<b>Performance Monitoring Reports</b>	“shall have the meaning in Part B of Contract Schedule 6 (Key Performance Indicators)”;
<b>Performance Review Meetings</b>	“shall have the meaning in Part B of Contract Schedule 6 (Key Performance Indicators)”;
<b>Period of Retention</b>	“means seven years from the expiry of the Service Period or from termination of the contract if sooner”;
<b>Permitted ICT Maintenance</b>	“means planned ICT Maintenance undertaken in accordance with the approved ICT Maintenance Schedule”;
<b>Persistent KPI Failure</b>	“means the Supplier's actual performance against the KPIs falls to or below the standard to which Paragraph 5 of Part A of Contract Schedule 6 (Key Performance Indicators) refers”;
<b>Personal Data</b>	“has the meaning given to it in the UK GDPR”;
<b>Personal Data Breach</b>	“has the meaning given to it in the UK GDPR”;
<b>Personnel</b>	“all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract”;
<b>Personnel Security Policy</b>	“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ”;
<b>Physical Security Policy</b>	“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ”;
<b>PIP Completion Date</b>	“means the target completion date set out in the Performance Improvement Plan for achieving: <ul style="list-style-type: none"> <li>a) the KPI Performance Measure and associated Target Performance for the relevant KPI; and/or</li> <li>b) the SPI Performance Measure and associated Target Performance for the relevant SPI”;</li> </ul>
<b>PIP Trigger Event</b>	“has the meaning given in Paragraph 3.1 of Contract Schedule 6 (Key Performance Indicators)”;
<b>PMPR Proposal</b>	“has the meaning given in Paragraph 1.1 of Part B of Contract Schedule 6 (Key Performance Indicators)”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>PMS</b>	"Performance Management System";
<b>Police URN</b>	"means unique reference numbers (URNs) that are issued by police forces for security systems or devices that receive a police response. The National Police Chiefs Council (NPCC) security systems policy includes application processes and charges. <a href="https://www.policesecuritysystems.com/national-police-chiefs-council-security-systems-policy">https://www.policesecuritysystems.com/national-police-chiefs-council-security-systems-policy</a> ";
<b>Police Forces Requirements</b>	"means the police forces requirements are detailed in the National Police Chiefs Council (NPCC) security systems policy – <a href="https://www.policesecuritysystems.com/national-police-chiefs-council-security-systems-policy">https://www.policesecuritysystems.com/national-police-chiefs-council-security-systems-policy</a> ";
<b>Planned Preventative Maintenance (PPM)</b>	"means scheduled tasks undertaken pursuant to a planned strategy for periodic inspection, maintenance, cleaning and replacement to ensure an Asset is and remains functioning in accordance with its intended use whether or not it is functioning at the time the scheduled task was undertaken";
<b>PPM Plan</b>	"means the Supplier's plan scheduling PPM Tasks";
<b>PPM Task</b>	"means a task for PPM which is set out in the PPM Plan";
<b>PPM Task Completion</b>	"means in relation to each PPM Task, where the Supplier has: <ul style="list-style-type: none"> <li>a) carried out all the work which the Specification, PPM Plan and/or any other part of this Contract states is to be carried out and/or completed by the Supplier by the relevant date set out in the PPM Plan;</li> <li>b) Uploaded all relevant documents associated with a PPM Task;</li> <li>c) complied with all of the requirements of this Contract to the extent they relate to such PPM Task";</li> </ul>
<b>PPM Task Fixed Price</b>	"means in relation to a PPM Task the relevant unit rate set out in the Price List and such rate shall be deemed to include all costs, expenses, disbursements and otherwise incurred in relation to complying with its obligations under this Contract for the planning, delivery and management or otherwise of the PPM Tasks and the provision of the PPM services to achieve PPM Task Completion for a PPM Task";
<b>Pre-KAMM</b>	"means brief internal stakeholder meeting held in preparation for each KAMM to determine and agree escalations to be covered with the Supplier at the monthly KAMM";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Preliminaries NSR Schedule of Rates Adjustment %</b>	<p>“adjustment % (+/-) covering preliminaries that are required for the overall execution and management of Service Orders and Project Orders using NSR Schedule of Rates.</p> <p>For avoidance of doubt this is not to be duplicated with the Service / Project Order Adjustment % or Profit.</p> <p>As set out in Contract Schedule 5 (Price List)”;</p>
<b>Preliminaries (Prelims)</b>	<p>“means costs or items which are necessary for the Supplier or its Subcontractor(s) to complete the works but will not actually become part of the work.</p> <p>Prelims shall only be applicable to DWP Schedules of Rates and DWP Labour and Equipment Provision and Hire Rates set out in the Pricing in Matrix (collectively referred to as DWP SORs)”;</p>
<b>Price Adjustment Factor</b>	<p>“means a modification made to the overall price of the Contract to take account Indexation under clause X1 of the <i>additional conditions of contract</i>, specifically the <i>price adjustment factor</i> stated in the Contract Data”;</p>
<b>Pricing Matrix</b>	<p>“means the pricing matrix completed by the <i>Service Provider</i> at Further Competition and is in Contract Schedule 5 (Price List)”;</p>
<b>Privileged Users Security Policy</b>	<p>“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a>”;</p>
<b>Processor Personnel</b>	<p>“means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract”;</p>
<b>Processing</b>	<p>“has the meaning given to it in the UK GDPR”;</p>
<b>Prohibited Act</b>	<p>“is:</p> <ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the <i>Client</i> or other Contracting Body or any other public body a financial or other advantage to</li> <li>b) induce that person to perform improperly a relevant function or activity or</li> <li>c) reward that person for improper performance of a relevant function or activity,</li> <li>d) 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 contract,</li> <li>e) committing any offence</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>f) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),</p> <p>g) under legislation or common law concerning fraudulent acts or</p> <p>h) defrauding, attempting to defraud or conspiring to defraud the <i>Client</i> or</p> <p>any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK”;</p>
<b>Prohibited Items</b>	"means items set out in Table A of Contract Schedule 21”;
<b>Project Order Costs</b>	“is the amount assessed as due for Project Orders under clause X27 and Contract Schedule 4”;
<b>Project Order Uplift Percentage / %</b>	<p>“means the applicable percentage to cover overhead costs which is applied to the cost of works under a Project Order as set out in the Price List.</p> <p>The Project Order Uplift Percentage provides for:</p> <ol style="list-style-type: none"> <li>1. processing and managing the Quotation through to completion/invoicing within each tier as per the Authority’s processes;</li> <li>2. management of works;</li> <li>3. management of subcontractors (where applicable);</li> <li>4. Day to day administration; and</li> <li>5. Any travel and associated expenses incurred to deliver the Service”;</li> </ol>
<b>Proscribed Conduct</b>	<p>“means:</p> <ol style="list-style-type: none"> <li>a) performing or delivering any works or services on or in relation to the Affected Property or services under or in relation to: <ul style="list-style-type: none"> <li>(i) the Integrator Agreement; or</li> <li>(ii) an Identified Authority Supply Chain Contract, other than the Services;</li> </ul> </li> <li>b) agreeing, permitting or entering into any arrangement (whether by contract, joint venture or otherwise) other than by this contract to carry out any services provided to the Authority under or in relation to:</li> </ol>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<ul style="list-style-type: none"> <li>i. the Integrator Agreement either as Integrator or as an Integrator Related Party; or</li> <li>ii. any Identified Authority Supply Chain Contract as the Authority Supply Chain Member under the relevant Authority Supply Chain Contract or as a first tier subcontractor to the Authority Supply Chain Member under the relevant Authority Supply Chain Contract,  save as expressly permitted by this contract;</li> </ul> <p>c) receiving or being entitled to receive any benefit, financial, commercial or otherwise which is derived expressly or impliedly from:</p> <ul style="list-style-type: none"> <li>i. the Affected Property or Service Areas;</li> <li>ii. the Integrator or any Integrator Related Party</li> <li>iii. any other Authority Supply Chain Member who is the counterparty to an Identified Authority Chain Contract;  save as expressly permitted by this contract;</li> </ul> <p>d) being connected by a shareholding (controlling or otherwise) or by any arrangement (whether written or oral, by contract (other than this contract), joint venture or otherwise) in:</p> <ul style="list-style-type: none"> <li>i. the Integrator or Affiliate of the Integrator any Integrator Related Party; or</li> <li>ii. any: <ul style="list-style-type: none"> <li>(A) other Authority Supply Chain Member; or</li> <li>(B) Affiliate of another Authority Supply Chain Member; or</li> <li>(C) subcontractor of another Authority Supply Chain Member,</li> </ul> <p>where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract;</p> </li> </ul> <p>e) allowing:</p> <ul style="list-style-type: none"> <li>i. the Integrator or any Affiliate of the Integrator any Integrator Related Party; or</li> <li>ii. any: <ul style="list-style-type: none"> <li>(A) other Authority Supply Chain Member; or</li> </ul> </li> </ul>
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**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>(B) any Affiliate of another Authority Supply Chain Member; or</p> <p>(C) a subcontractor of another Authority Supply Chain Member,</p> <p>where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract;</p> <p>to exercise any control or influence over the Supplier or any Subcontractor to the Supplier save as expressly or impliedly permitted by this contract</p> <p>f) exercising any control or influence over or permitting any Subcontractor to exercise and control or influence over:</p> <p>i. the Integrator or any Integrator Related Party; or</p> <p>ii. (ii) any:</p> <p>(A) other Authority Supply Chain Member; or</p> <p>(B) Affiliate of another Authority Supply Chain Member; or</p> <p>(C) subcontractor of another Authority Supply Chain Member</p> <p>where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract,</p> <p>save as expressly or impliedly permitted by this contract; or</p> <p>g) appointing:</p> <p>i. the Integrator or any Affiliate of the Integrator; or</p> <p>ii. any:</p> <p>(A) Authority Supply Chain Member; or</p> <p>(B) Affiliate of another Authority Supply Chain Member,</p> <p>where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract,</p> <p>as a Subcontractor”;</p>
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**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Protective Measures</b>	“appropriate technical and organisational measures 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 Framework Schedule 9 (Cyber Essentials Scheme), if applicable in the case of Contract Schedule 18 (Security) of this Contract;”
<b>Protective Monitoring Security Policy</b>	“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ”
<b>Public Sector Dependent Supplier</b>	“means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business”;
<b>Public Sector Equality</b>	“means the duty under S149 of the Equality Act 2010”;
<b>Quality Plans</b>	“has the meaning given to it in paragraph 6.1 of Contract Schedule 17 (ICT Services)”;
<b>Quotations</b>	“means the Supplier’s written proposal for works including its price together with such other details as are required by this contract and otherwise specified in the instruction to which the proposal relates”;
<b>Ratchet</b>	“shall have the meaning in Part A of Contract Schedule 6 (Key Performance Indicators)”;
<b>Rating Agencies</b>	“means the rating agencies set out in Annex 2 of Contract Schedule 8”;
<b>Reactive Maintenance Works</b>	“means any repair, maintenance, refurbishment or replacement works or activities within the Service necessitated by a failure, default incidents, occurrences or events observed, discovered or reported during use in an Asset or the Affected Property or a facility within the Affected Property other than those within the meaning of PPM Tasks. The term “Reactive Maintenance” and “Reactive Works” shall be construed accordingly”;
<b>Real Living Wage</b>	“means a voluntary hourly rate of pay calculated independently and updated annually by the Resolution Foundation and overseen by the Living Wage Commission on behalf of the Living Wage Foundation and referred to as the ‘real living wage’ or where the Resolution Foundation ceases to publish the real living wage, such other calculation published as the Parties may agree”;
<b>Records Management Policy</b>	“means the policy titled ‘Records_Management_Policy.pdf’ found at publishing.service.gov.uk”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Rectification Plan</b>	<p>“is the <i>Service Provider’s</i> plan (or revised plan) to rectify a Notifiable Event using the template in Contract Schedule 27 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> <li>a) full details of the Notifiable Event, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Notifiable Event; and</li> <li>c) the steps which the <i>Service Provider</i> proposes to take to rectify the Notifiable Event (if applicable) and to prevent the Notifiable Event or another event with the same (or substantially the same) root cause from recurring, including timescales for such steps and for the rectification of the Notifiable Event (where applicable)”;</li> </ul>
<b>Rectification Plan Failure</b>	<p>“has the meaning given in clause 45.7 in the <i>additional conditions of contract</i>”;</p>
<b>Redundancy Payment</b>	<p>"means any and all of the following payments which may be made by the Supplier (or, if relevant, the notified Subcontractor) to any Affected Employee:</p> <ul style="list-style-type: none"> <li>a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996;</li> <li>b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant Affected Employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday or any other payment made as compensation for the termination of employment);</li> <li>c) where it is not reasonably practicable to require the Affected Employee to work their notice period, in respect of each Affected Employee, either: <ul style="list-style-type: none"> <li>i. payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date; or</li> <li>ii. payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise);</li> </ul> </li> <li>d) any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	conditions of employment on the Reference Date";
<b>Redundancy Surcharge</b>	"means a surcharge on the Charges equal in amount to each relevant Redundancy Payment";
<b>Reference Date</b>	<p>"means either:</p> <p>a) the date of commencement of employment, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after the Relevant Transfer Date; or</p> <p>b) the Relevant Transfer Date,</p> <p>save that where the Supplier (or, if relevant, notified Subcontractor) and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff, the relevant date shall be either the <i>starting date</i> or, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after such date, the date of commencement of employment";</p>
<b>Register</b>	"means a configuration database detailing the technical infrastructure and operating procedures through which the <i>Service Provider</i> provides the <i>services</i> ";
<b>Regulatory Authority</b>	"means in respect of the New Payments Architecture shall include (but is not limited to) the UK Payment Systems Regulator, the Bank of England and the Information Commissioner";
<b>Related Supplier</b>	"means any person who provides goods, services or works to the Authority which are related to the services from time to time";
<b>Relevant Authority or Relevant Authorities</b>	"means CCS or the Authority as the context requires. In Contract Schedule 23 it shall mean means the Authority and the Cabinet Office's Markets and Suppliers Team";
<b>Relevant Conviction</b>	"means any conviction listed in Annex 1 to Contract Schedule 19 (Background Checks)";
<b>Relevant Requirements</b>	"means all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010";
<b>Relevant Tax Authority</b>	"is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the <i>Service Provider</i> is established";
<b>Relevant Transfer</b>	"a transfer of employment to which the Employment Regulations applies, and for the purposes of Contract Schedule 13 (TUPE Surcharge) paragraphs 1.1.1, 1.1.4 and Contract Schedule 14 (Redundancy Surcharge) paragraph 1.1.1, 2.1 and 2.5.1 only, shall include the situation where the Former Supplier becomes the Supplier on the <i>starting date</i> ";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Relevant Transfer Date</b>	"in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Contract Schedule 12: Staff Transfer, Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the <i>starting date</i> ";
<b>Remedial Adviser</b>	"is the person appointed pursuant to clause 47 of the <i>additional conditions of contract</i> ";
<b>Remedial Adviser Failure</b>	"has the meaning given to it in clause 47.6 of the <i>additional conditions of contract</i> ";
<b>Remedial Works</b>	"repair, maintenance, refurbishment or replacement of systems, assets and asset components which is identified during Planned Preventive Maintenance (PPM)";
<b>Remote Working Policy</b>	"means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ";
<b>Replacement Services</b>	"means any <i>services</i> which are substantially similar to any of the <i>services</i> and which the Authority receives in substitution for any of the <i>services</i> following the end of the Service Period, whether those <i>services</i> are provided by the Authority internally and/or by any third party";
<b>Replacement Supplier</b>	"means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement Services for its own account, shall also include the Authority";
<b>Required Action</b>	"has the meaning given to it in clause 48.1 of the <i>additional conditions of contract</i> ";
<b>Review Report</b>	"has the meaning given to it in Paragraph 6.3 of Contract Schedule 23 (Business Continuity and Recovery)";
<b>RIBA Project</b>	"means a project that is managed using the Royal Institute of British Architects staged plan of work";
<b>Satisfaction Certificate</b>	"means a certificate materially in the form of the document contained in Annex 2 of Contract Schedule 7 (Mobilisation Services) issued by the Authority when a Mobilisation Deliverable has satisfied its relevant Test Success Criteria";
<b>Savings</b>	<p>"means a proposed reduction in FM Expenditure by the Authority measured against the Approved Savings Proposals by way of:</p> <ul style="list-style-type: none"> <li>a) a cash saving which is a reduction in FM Expenditure;</li> <li>b) an efficiency saving which is where a cost increase in FM Expenditure is avoided or reduced,</li> <li>c) a cash saving which is a demonstrable reduction in other costs, expenses or payments incurred (or to be incurred) by the Authority under agreements between the Authority and a third party supplier to the Authority,</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	and may include a cash or efficiency saving reducing the amount that would otherwise be recoverable by the Supplier”;
<b>Savings Payment</b>	“means the payment made to the Supplier in accordance with paragraphs 1.22 to 1.24 of Contract Schedule 11 (Gainshare)”;
<b>Savings Proposal</b>	“means a written proposal by the Supplier under paragraph 1.2 of Contract Schedule 11 (Gainshare) for Savings taking into account all appropriate technical, operational and commercial considerations”;
<b>Schedule</b>	“means a Schedule of this Contract”;
<b>Security Classification Policy</b>	“means the policy found at <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> ”;
<b>Security Control Centre</b>	“means a combination of an alarm receiving centre, remote video receiving centre and other centralised security systems or functions. Services are delivered twenty-four (24) hours per day, 365 days per year”;
<b>Security Management Plan</b>	“is the Supplier’s security management plan produced and issued in accordance with paragraph 6 of Contract Schedule 18 (Security)”;
<b>Security Policies and Standards</b>	<p>“means:</p> <ul style="list-style-type: none"> <li>a) the Authority’s security policies and standards published on <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> from time to time; and</li> <li>b) other applicable security policies and standards notified by the Authority to the Supplier from time to time, which for the avoidance of doubt shall not constitute a compensation event.</li> </ul> <p>including (without limitation) those listed at Annex 3 to Contract Schedule 18 (Security)”;</p>
<b>Security Policy</b>	“the Authority’s security policy, referred to in the Contract, in force as at the <i>starting date</i> (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier”;
<b>Security Policy Framework (Tiers 1-4)</b>	“means the policy found at <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</a> ”;
<b>Security Tests</b>	“means any Penetration Test or other tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security”;
<b>Senior Responsible Officer</b>	“means the Authority’s business representative for this Contract at each of the Authority’s Premises”;
<b>Service(s)</b>	“means the <i>service</i> briefly described in the Contract Data and set out in the Scope”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Service Change Redundancy Surcharge</b>	“means in relation to a redundancy as described in Paragraph 3.1 of Contract Schedule 14: Redundancy Surcharge, a surcharge on the Charges equal in amount to the Redundancy Payment”;
<b>Service Delivery</b>	“the act of delivering a service to customers”;
<b>Service Delivery Plan</b>	“means the service delivery plans described in Works Package A of Contract Schedule 2 (Scope)”;
<b>Service Exclusion Notice</b>	“means a notice served pursuant to Clause 94(1) of the <i>additional conditions of contract</i> ”;
<b>Service Matrix</b>	“means the list of the services required by site as provided in Contract Schedule 2 - Scope, Annex B”;
<b>Service Month</b>	“means each Monthly period (or part of a Month at the start and end of the Contract Period where applicable) during which Services are provided by the Supplier”;
<b>Service Order Costs</b>	“is the amount assessed as due for Service Orders for Billable Work calculated in accordance with Contract Schedule 4: Service Orders and Projects”;
<b>Service Order Uplift Percentage / %</b>	<p>“means the applicable percentage uplift to cover overhead costs as set out in the Price List applied to Service Orders for Billable Works and provides for:</p> <ol style="list-style-type: none"> <li>1. processing and managing a Quotation through to completion/invoicing within each tier as per the Authority’s processes;</li> <li>2. management of works;</li> <li>3. Day to day administration</li> <li>4. management of subcontractors (where applicable);</li> <li>5. Any travel and associated expenses incurred to deliver the Service”;</li> </ol>
<b>Service Order Tier Values</b>	<p>“means the Service Order Tier Values used for Quotations shall be:</p> <p>Tier 1 &lt; £5,000  Tier 2 £5,000 to £10,000  Tier 3 £10,001 to £20,000  Tier 4 &gt; £20,000”;</p>
<b>Service Provider Personnel</b>	“Service Provider Personnel or Supplier Personnel or Supplier Staff means persons employed or engaged by the <i>Service Provider</i> together with the <i>Service Provider’s</i> directors, officers, servants, agents, suppliers, consultants (including professional advisers), contractors and Subcontractors (and all persons employed by any Subcontractor together with the Subcontractor’s directors, officers, servants, consultants, agents, suppliers, contractors and sub-subcontractors”;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Service Provider's Confidential Information</b>	"means any information other than Transparency Information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how and Service Provider Personnel, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (where or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information";
<b>Security Risk Management Policies</b>	"has the meaning given to it in Paragraph 12.1 of Contract Schedule 18"
<b>Security Trigger Event</b>	"means any of the following: (i) any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan; (ii) any material change to the ICT Environment or threat landscape; (iii) in relation to a Security Test, the Authority requesting a Security Test or a repeat of a previous Security Test; (iv) in relation to a risk assessment, the Authority requesting a security risk assessment";
<b>Severity Level</b>	"means the level of severity of a Test Issue, the criteria for which are described in Annex 2 of Contract Schedule 7: Mobilisation Services";
<b>SMART</b>	"means in relation to a milestone in a Performance Improvement Plan, that each such milestone is: a. specific; and b. measurable; and c. achievable; and d. relevant; and e. timely";
<b>SME</b>	"means an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises";
<b>SME Management Information Reports</b>	"has the meaning given to it in Paragraph 3.1 of Contract Schedule 25";
<b>Software</b>	"means any of the following, including all parts, components, versions, and iterations thereof:  - computer programs, applications, source code (including code comments), algorithms, and/or sets of instructions relating to the operation of a computer or other device;

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<ul style="list-style-type: none"> <li>- all embodiments of the foregoing in any format including any Source Code, Object Code, functions, scripts, libraries, executables, binaries, configurations, customisations, transformations, patches, upgrades, versions, integrations, releases, interfaces and APIs;</li> <li>- all Software Supporting Materials, data, databases, files, documents, and information required for the correct operation of the foregoing”;</li> </ul>
<b>Software Supporting Materials</b>	<p>“means, in relation to Software, all other information, resources, materials, and tools that aid in the understanding, usage, maintenance, support, or operation of the Software, including:</p> <ul style="list-style-type: none"> <li>- manuals, installation guides, FAQs, troubleshooting guides, training materials, and help systems;</li> <li>- documents relating to the design and architecture of the Software</li> <li>- release notes, test documentation (including any strategies, specifications, success criteria, procedures, plans, instructions, reports, scripts, test data, and descriptions of test issues), defect records, build instructions, and operating instructions”;</li> </ul>
<b>Source Code</b>	“means a version of any Software which is in human-readable form”;
<b>Specially Written Software</b>	“means any Software created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) for the purposes of this Contract, including any modifications or enhancements to COTS Software”;
<b>Specification</b>	“means the Scope”;
<b>Specific Change in Law</b>	“a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Service where the effect of that Specific Change in Law on the Service is not reasonably foreseeable at the <i>starting date</i> ”;
<b>SPI Category</b>	“means each of the categories in the columns headed "SPI Category" in the SPI Measures tab of the Performance Table”;
<b>SPI Failure</b>	“means a failure to meet the SPI Performance Measure and the Target Performance in respect of the relevant KPI”;
<b>SPI Performance Measure</b>	“means the performance measures in the columns headed "Measure Requirement" and "Measure Achievement Calculation" in the SPI Measures tab of the Performance Table and any references to "SPI Performance Measure" and " <b>SPI</b> " in this Contract shall be construed accordingly”;
<b>Staged Payment</b>	“means the process for making a payment for Projects which require a phased payment”;



**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Statutory PPM</b>	"means Planned Preventative Maintenance comprising tasks which are required to be undertaken by Law";
<b>Step-In Notice</b>	"has the meaning given to it in clause 48.1 of the <i>additional conditions of contract</i> ";
<b>Step-In Trigger Event</b>	<p>"is:</p> <ul style="list-style-type: none"> <li>a) any event giving rise to a right to terminate this contract;</li> <li>b) a default by the <i>Service Provider</i> which is materially preventing or delaying the performance of the services or a material part of them;</li> <li>c) circumstances which the <i>Client</i> considers to amount to an emergency notwithstanding there is no breach of this contract by the <i>Service Provider</i>;</li> <li>d) the <i>Client</i> being advised by a regulatory body that the exercise of its step-in rights are mandatory;</li> <li>e) the need for the <i>Client</i> to exercise its step-in rights to discharge a statutory duty;</li> <li>f) fire, leaks, act of god, storm damage, floods or similar events of force majeure;</li> <li>g) a Material Default;</li> <li>h) a Critical Performance Failure; or</li> <li>i) a Persistent KPI Failure";</li> </ul>
<b>Step-Out Date</b>	"has the meaning given to it in clause 48.5 in the <i>additional conditions of contract</i> ";
<b>Step-Out Notice</b>	"has the meaning given to it in clause 48.5 in the <i>additional conditions of contract</i> ";
<b>Step-Out Plan</b>	"has the meaning given to it in clause 48.6 in the <i>additional conditions of contract</i> ";
<b>Storage Media</b>	"the part of any device that is capable of storing and retrieving data";
<b>Subsidiary Undertaking</b>	"has the meaning set out in section 1162 of the Companies Act 2006";
<b>Supplier</b>	"means the <i>Service Provider</i> ";
<b>Supplier Assets</b>	"all assets and rights used by the Supplier to provide the Services in accordance with the Contract but excluding the Authority Assets";
<b>Supplier Code of Conduct</b>	<p>"means the code of conduct found at</p> <p><a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf</a>";</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Supplier Group</b>	"where the Supplier is the parent or subsidiary of a group company structure Supplier Group, shall mean reference to the entire group as appropriate and in the context stated in Annex 1 of Contract Schedule 23";
<b>Supplier CAFM System</b>	"means the Supplier's computer aided facilities management system";
<b>Supplier Furnished Terms</b>	"means the Supplier furnished terms set out in Contract Schedule 26";
<b>Supplier Saving Account</b>	"means the notional account maintained by the <i>Service Manager</i> that comprises all Actual Savings (as a credit) less any Overspend (included as a debit) achieved under all Approved Savings Proposals";
<b>Supplier Savings Statement</b>	<p>"means a statement by the Supplier of:</p> <ul style="list-style-type: none"> <li>a) a summary of what, if any Actual Savings have been achieved against the Approved Savings Proposals;</li> <li>b) a summary of any Overspend against the Approved Savings Proposals and a detailed explanation of why the Supplier believes that Savings Proposals failed to generate any Actual Savings;</li> <li>c) whether the Supplier considers itself entitled to a Savings Payment or whether it considers a repayment to the Authority is required of any Savings Payments made in previous Contract Years; and</li> <li>d) the basis of calculation of any Savings Payment to which the Supplier considers itself entitled";</li> </ul>
<b>Supplier System</b>	"means any ICT which is owned or managed by, licensed or leased to or via, or which is otherwise proposed, specified or provided by the Supplier or its Subcontractors in relation to the Services";
<b>Supplier's Proposals</b>	"has the meaning given to it in Paragraph 6.3 of Contract Schedule 23 (Business Continuity and Disaster Recovery)";
<b>Supply Chain Information Report Template</b>	"means the document at Annex 1 of Contract Schedule 25 (Supply Chain Visibility)";
<b>Sustainable Development Policy</b>	"means the policy titled 'Chapter 10: sustainable development' found at <a href="http://www.gov.uk">www.gov.uk</a> ";
<b>Target Performance</b>	<p>"means in relation to a Performance Measure the performance level the Supplier is required to achieve as identified in:</p> <ul style="list-style-type: none"> <li>a) column L (headed Target) in respect of a percentage target in either the 'KPI Measures' tab or the 'SPI Measures' tab in the Performance Table; and/or</li> <li>b) column N (headed Target) in respect of a non-percentage target in either the 'KPI Measures' tab or the 'SPI Measures' tab in the Performance Table";</li> </ul>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Tax</b>	<p>“means:</p> <ul style="list-style-type: none"> <li>a) all forms of taxation whether direct or indirect;</li> <li>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> <li>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;”</li> </ul>
<b>Tendered Annual Value</b>	<p>“means:</p> <ul style="list-style-type: none"> <li>i. for Contract Years 1 and 2, the Assumed Core Costs; and</li> <li>ii. for Contract Year 3 and subsequent Contract Years, the Actual Core Costs”;</li> </ul>
<b>Termination Assistance</b>	<p>“the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Authority pursuant to the Termination Assistance Notice”;</p>
<b>Termination Assistance Period</b>	<p>“means the period specified on the Termination Assistance Notice”;</p>
<b>Termination Assistance Notice</b>	<p>“means the notice served pursuant to Clause 96.2 of the <i>additional conditions of contract</i>”;</p>
<b>Test Issue</b>	<p>“means any variance or non-conformity of the Services from their requirements as set out this Contract”;</p>
<b>Test Issue Management Log</b>	<p>“means a log for the recording of Test Issues as described further in Paragraph 8.1 of Annex 2, Contract Schedule 7”;</p>
<b>Test Issue Threshold</b>	<p>“in relation to the Tests applicable to a Mobilisation Deliverable, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 (as more particularly described in Annex 3 of Contract Schedule 7: Mobilisation Services) Test Issues as set out in the relevant Test Plan”;</p>
<b>Test Plan</b>	<p>“means a plan:</p> <ul style="list-style-type: none"> <li>a) for the Testing of the Mobilisation Deliverables; and</li> <li>b) setting out other agreed criteria related to the achievement of Mobilisation Deliverables”;</li> </ul>
<b>Test Reports</b>	<p>“means the reports to be produced by the Supplier setting out the results of Tests”;</p>

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Test Specification</b>	"means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>Test</b>	"means any test required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tests", "Tested" and "Testing" shall be construed accordingly";
<b>Test Strategy</b>	"means a strategy for the conduct of Testing as described further in Paragraph 3.2 of Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>Test Success Criteria</b>	"in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>Test Witness</b>	"means any person appointed by the Authority pursuant to Paragraph 9 of Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>Testing Procedures</b>	"means the applicable testing procedures and Test Success Criteria set out in Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>The Framework Contract</b>	"means the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service";
<b>Third Party Software</b>	"means Software provided by a third party";
<b>Third Party IPR(s)</b>	"means IPR of third parties";
<b>Transferring Assets</b>	"means any Transferable Assets that the <i>Client</i> requires to be transferred to the <i>Client</i> and/or a Replacement Supplier";
<b>Transferable Assets</b>	"means those of the Exclusive Assets which are capable of legal transfer to the Authority";
<b>Transferring Authority Employee</b>	"means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date";
<b>Transferable Contracts</b>	"means the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation";
<b>Transferring Contracts</b>	"means any Transferable Contracts that the <i>Client</i> requires to be transferred to the <i>Client</i> and/or a Replacement Supplier";
<b>Transferring Employees</b>	"means:  a) Transferring Former Supplier Employees or

**Contract Schedule 1 (Definitions)**

Call-Off Ref

	<p>b) where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the <i>starting date</i> and/or</p> <p>c) Transferring Authority Employees, (as the case may be)";</p>
<b>Transferring Former Supplier Employees</b>	"in relation to a Former Supplier, means those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date";
<b>Transparency Information</b>	<p>"means the Transparency Reports and the content of this contract including any changes agreed from time to time except for:</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the <i>Client</i>; and</p> <p>b) Commercially Sensitive Information";</p>
<b>Transparency Report</b>	"means the information relating to the service and performance of this contract which the <i>Service Provider</i> is required to provide to the <i>Client</i> in accordance with the reporting requirements in Contract Schedule 24 (Transparency Reports)";
<b>TUPE Count</b>	"means the total number of Transferring Former Supplier Employees identified in the Employee Information";
<b>TUPE Surcharge</b>	<p>"means the sum which is the difference between:</p> <p>a) the Employment Costs to employ Transferring Employees; and</p> <p>b) the equivalent Employment Costs (calculated by reference to the Employee Information) to employ staff used by the Supplier at Further Competition to calculate the Prices";</p>
<b>TUPE Surcharge Average</b>	<p>"means the average calculated by dividing the TUPE Surcharge by the lower of either:</p> <p>a) Labour Count; or</p> <p>c) the TUPE Count";</p>
<b>UAT Test Strategy</b>	"is as set out at Table 1.1 in Annex 2 to Contract Schedule 7 (Mobilisation Services)";
<b>UK GDPR</b>	"UK GDPR means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679)";
<b>UK Public Sector / CNI Contract Information</b>	"means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1";
<b>UK Public Sector Business</b>	"means any goods, service or works provision to UK public sector bodies, including any Central Government Body and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations";
<b>Upper Quartile</b>	"means the top 25% of instances of a Comparable Service by members of the Comparison Group ranked by best value for money for the recipients of Comparable Services";

**Contract Schedule 1 (Definitions)**

Call-Off Ref

<b>Valid</b>	"is as defined in paragraph 3.7, Part B of Contract Schedule 23: Business Continuity and Disaster Recovery";
<b>VAT</b>	"means value added tax in accordance with the provisions of the Value Added Tax Act 1994";
<b>VCSE</b>	"means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives";
<b>Waste Hierarchy</b>	"has the meaning given to it in the Waste (England and Wales) Regulations 2011, as amended from time to time";
<b>WCAG Principles</b>	"the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility";
<b>Welsh Language Scheme</b>	"means the Welsh language scheme found at - Department for Work and Pensions - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> )";
<b>Work Order or "WO"</b>	"has the same meaning as Service Order";
<b>Work Order Delay Process</b>	"means the process to be developed by the Authority, Supplier and Integrator during the Mobilisation Period";
<b>Work Order Rejection Process</b>	"means the process to be developed by the Authority, Supplier and Integrator during the Mobilisation Period";
<b>Worker</b>	"means any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Services";
<b>Working Day</b>	"Working Day is any day other than a Saturday or Sunday or public holiday in England and Wales";



## **DEPARTMENT FOR WORK AND PENSIONS**

### CONTRACT SCHEDULE 2: SCOPE

Further Competition under Lot 1c of Facilities Management and Workplace Services RM6232

August 2024

Part A – Requirements Overview	7
2 Purpose .....	7
3 Background to the Requirement .....	7
4 Specification Structure .....	10
5 Definitions.....	11
6 Standards .....	11
7 Continuous Improvement .....	12
Part B – Required Work Packages	13
Work Package A: Contract Management	14
1 Service A1 – Integration.....	14
2 Service A2 - Health and Safety .....	17
3 Service A3 - Management Services.....	19
4 Service A4 - Service Delivery Plans (SDP).....	22
5 Service A5 - Fire Safety .....	25
6 Service A6 - Accessibility Services .....	27
7 Service A7 - Risk Management.....	27
8 Service A8 - Customer Satisfaction .....	28
9 Service A9 – Reporting .....	30
10 Service A10 - Performance Self-Monitoring.....	33
11 Service A11 - Business Continuity and Disaster Recovery (BCDR) Plan .....	34
12 Service A12 - Quality Management Systems .....	36
13 Service A13 - Staff Management, Recruitment and Training .....	36
14 Service A14 – Selection and Management of Subcontractors .....	40
15 Service A15 – Compliance.....	42
16 Service A16 – Sustainability.....	45
17 Service A17 - Social Value.....	45
18 Service A18 - Carbon Net Zero Service.....	51
19 Service A19 – Facilities Manager Role .....	51
20 Service A20 - Governance .....	61
21 Service A21 – Occupancy Assessments .....	61
22 Systems and Data .....	61
Work Package B: Mobilisation Services	62
Work Package C: Social Value	62
23 Service C1 - Social Value .....	62
Work Package D: Sustainability	65
24 Service D1 - Sustainability Management Plan .....	65
25 Service D2 - Carbon Net Zero.....	67



26	Service D3 - Energy Management .....	70
27	Service D4 – Water Management .....	73
28	Service D5 – Waste Management .....	74
29	Service D6 - Environmental Management .....	78
30	Service D7 – Biodiversity .....	81
31	Service D8 - Climate Change Resilience and Adaptation .....	82
	Work Package E – MAINTENANCE SERVICES .....	83
32	Service E: Maintenance Services .....	83
33	Service E1 - Mechanical and Electrical Engineering Maintenance.....	91
34	Service E2 - Ventilation and Air Conditioning Systems Maintenance.....	93
35	Service E3 - Environmental Cleaning Service .....	93
36	Service E4 - Fire Detection and Firefighting Systems Maintenance.....	94
37	Service E5 - Lifts, Hoists and Conveyance Systems Maintenance .....	96
38	Service E6 - Security, Access and Intruder Systems Maintenance .....	97
39	Service E7 - Internal and External Building Fabric Maintenance.....	98
40	Service E8 - Reactive Maintenance Services .....	102
41	Service E9 - Planned / Group Re-Lamping Service.....	105
42	Service E10 - Automated Barrier Control System Maintenance .....	105
43	Service E11 - Building Management System (BMS) Maintenance.....	106
44	Service E12 - Standby Power System Maintenance .....	107
45	Service E13 - High Voltage (HV) and Switchgear Maintenance .....	107
46	Service E14 - Catering Equipment Maintenance .....	108
47	Service E15 - Television Equipment Maintenance .....	108
48	Service E16 - Television Cabling Maintenance .....	109
49	Service E17 - Mail Room Equipment Maintenance .....	109
50	Service E18 - Office Machinery Servicing and Maintenance .....	109
51	Service E19 - Voice Announcement System Maintenance .....	110
52	Service E20 - Locksmith Services.....	110
53	Service E21 - Specialist Maintenance Services.....	110
54	Service E22 – Multi Skilled Technicians .....	111
	Work Package F – STATUTORY OBLIGATIONS .....	112
55	Service F: Generic Statutory Obligations Requirements .....	112
56	Service F1 – Asbestos Management .....	114
57	Service F2 - Water Hygiene Maintenance .....	116
58	Service F3 - Statutory Inspections .....	117
59	Service F4 - Portable Appliance Testing and Microwave Emissions.....	118
60	Service F5 - Miscellaneous Surveys, Audits and Testing Services .....	119
61	Service F6 - Condition Surveys.....	120
62	Service F7 - Electrical Testing .....	121

63	Service F8 - Fire Risk Assessments .....	121
64	Service F9- Building Information Modelling (BIM) and Government Soft Landings (GSL).....	121
65	Service F10 - Display Energy Certificates (DECs).....	125
66	Service F11 - Energy Performance Certificates (EPCs) .....	125
67	Service F12 - Radon Gas Management Services.....	125
68	Service F13 - Permit to Work .....	126
Work Package G - LANDSCAPING SERVICES .....		128
69	General Requirements and Key Outcomes: .....	128
70	Service G1 - Hard Landscaping Services .....	129
71	Service G2 - Soft Landscaping Services .....	130
72	Service G3 - Tree Surgery (Arboriculture) .....	133
73	Service G4 - Planned Snow and Ice Clearance.....	133
74	Service G5 - Reactive Snow and Ice Clearance.....	134
75	Service G6 - Reservoirs, Ponds, River Walls and Water Features Maintenance.....	134
76	Service G7 - Internal Planting .....	136
77	Service G8 - Cut Flower and Christmas Trees .....	136
Work Package H - CATERING SERVICES .....		136
78	Service H: Generic Catering Requirements.....	136
79	Service H1 - Chilled Potable Water .....	139
80	Service H2 - Retail Services / Convenience Store.....	139
81	Service H3 - Deli / Coffee Bar .....	139
82	Service H4 - Events and Functions.....	139
83	Service H5 - Full Service Restaurant.....	140
84	Service H6 - Hospitality (Working Lunches) and Meetings.....	140
85	Service H7 - Outside Catering .....	141
86	Service H8 - Trolley Service.....	141
87	Service H9 - Vending Services (Food and Beverages) .....	141
88	Service H10 - Residential Catering Services .....	142
Work Package I - CLEANING SERVICES .....		142
89	Service I: Generic Cleaning Requirements.....	142
90	Service I1 - Routine Cleaning .....	144
91	Service I3 - Cleaning of Integral Barrier Mats .....	146
92	Service I4 - Mobile Cleaning Services .....	147
93	Service I5 - Deep (Periodic) Cleaning Services.....	147
94	Service I6 - Cleaning of External Areas .....	148
95	Service I7 - Window Cleaning (Internal) .....	148
96	Service I8 - Window Cleaning (External) .....	149
97	Service I9 - Cleaning of Communications and Equipment Rooms .....	150
98	Service I10 - Reactive Cleaning (outside operational hours).....	150

99	Service I11 – Housekeeping .....	151
100	Service I12 - IT Equipment Cleaning .....	151
101	Service I13 - Specialist Cleaning .....	151
102	Service I14 - Cleaning of Curtains and Blinds .....	151
103	Service I15 - Medical and Clinical Cleaning.....	151
104	Service I16 – Pest Control Services .....	152
105	Service I17 - Linen and Laundry Services .....	153
106	Service I18 - Hotel Services.....	153
	Work Package J: Workplace FM Services .....	153
107	Service J1 - Mail Services.....	153
108	Service J2 - Internal Messenger Service – Service to be delivered as part of Mailroom service .....	158
109	Service J3 - Courier Booking and Distribution Services .....	158
110	Service J4 - Repairperson Services.....	158
111	Service J5 - Move and Space Management (Internal Moves).....	158
112	Service J6 – Porterage.....	159
113	Service J7 – Clocks.....	159
114	Service J8 – Signage .....	160
115	Service J9 - Archiving (On-site) .....	161
116	Service J10 - Furniture Management.....	161
117	Service J11 - Space Management .....	162
118	Service J12 - Cable Management.....	163
119	Service J13 - Reprographics Service.....	163
120	Service J14 - Stores and Goods Management Services .....	163
121	Service J15 - Portable Washroom Solutions .....	163
122	Service J16 – Additional Support Services .....	164
123	Work Package K: Visitor Support Services.....	164
	Work Package L: Technical Security Services .....	164
124	Service L - Technical Security Services.....	164
125	Service L1 – Design, Supply, Install, Commission and Maintenance of Technical Security Systems .....	165
126	Service L2 Technical Security Systems - False Alarm Management (FAM) and Police Unique Reference Number (URN) Management .....	170
127	Service L3 Planned Preventative Maintenance (PPM) delivered by On-site attendance or Remote Routine Inspection .....	172
128	Service L4 Technical Security System Remedial Maintenance following an On site or Remote PPM .....	174
129	Service L5 Technical Security System Reactive Maintenance .....	174
130	Service L6 Technical Security System – Video Surveillance System (VSS) / Body Worn Camera (BWC) Evidence Retrieval .....	176

131	Service L7 Technical Security System - Data Protection Act Information (DPA) Request – Data Redaction Service .....	177
132	Service L8 Technical Security System Quotations .....	177
133	Service L9 Technical Security Systems Software Maintenance and Updates .....	178
134	Service L10 - Technical Security System Maintenance and the Security Control Centre (SCC) .....	178
135	Service L11 - Technical Security System Maintenance and the Guarding Services .....	181
Work Package M: Waste Services .....		181
136	Service M2 - Classified Waste destruction Services .....	181
137	Service M3 - General Waste .....	183
138	Service M4 - Recycled Waste and Waste for Re-Use .....	184
139	Service M5 - Hazardous Waste .....	186
140	Service M7 - Clinical Waste .....	186
141	Service M8 - Feminine Hygiene Waste .....	186
142	Service M9 - Furniture Disposal .....	187
143	Service M10 - Information Technology Waste .....	187
Work Package N: Miscellaneous FM Services .....		189
144	Service N1 - Childcare Facility .....	189
145	Service N2 - Sports and Leisure .....	189
146	Service N3 - Transport, Driver and Vehicle Service .....	189
147	Service N4 - First Aid and Medical Service .....	189
148	Service N5 - Flag Flying Service .....	189
149	Service N6 - Journal, Magazine and Newspaper Supply .....	190
150	Service N7 - Hairdressing Services .....	190
151	Service N8 - Footwear Cobbling Services .....	190
152	Service N9 – Provision of Chaplaincy Support Services .....	190
153	Service N10 - Housing and Residential Accommodation Management .....	190
154	Service N11 - Energy and Utilities Management Bureau Services .....	190
155	Service N12 - Janitor Services .....	190
156	Service N13 - Specialist Health FM Services .....	191
157	Service N14 - TV and Radio Licences .....	191
Work Package O: Specialist (Defence) FM Services .....		191
Work Package P: Occupancy and Property Management Services .....		191
Work Package Q: CAFM Services .....		191
158	Service Q.1 – NEC Contract Administration Tool .....	191
159	Service Q.2 – TFM CAFM Requirements .....	192
Work Package R: Helpdesk Services .....		202
160	Service R:1 – Helpdesk Services .....	202
Work Package S: Management of Billable Works .....		207

161	Service S:1 - Management of Billable Works; Projects, Installation Works and Reactive Maintenance Works, as defined at Contract Schedule 4: Service Order and Projects .....	207
162	General constraints on how the Supplier Provides the works: Site related matters .....	214
163	Management of the Works – General Requirements .....	217
164	Health and Safety .....	217
165	Completion .....	223
166	Work at Completion/Making Good Defects .....	224
167	Operation and maintenance manuals .....	224
168	Record documents and as Built Information .....	224
169	Defects .....	224
	Work Package T: Optional Services .....	226
170	Service T1 – Integrator Services .....	226

## Part A – Requirements Overview

- 1.1 This document provides Suppliers with full details of the Authority's requirements by detailing Deliverables, Standards and supplementary information.

### 1 Purpose

- 1.2 This document is set up in three parts.
- 1.3 Part A provides an overview of the requirements including background information relating to the Authority and the requirements.
- 1.4 Part B contains the required Work Packages including any Authority specific requirements.
- 1.5 Part C has a change log table in order for the Authority to make it clear to the Supplier what has been changed and what they need to review.

### 2 Background to the Requirement

- 1.6 The Department for Work and Pensions (the Authority) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.
- 1.7 The Authority delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.800 sites - the largest commercial estate in central Government. This number is made up primarily of Jobcentre Plus offices, which the Authority refers to as its 'front-of-house' estate, but also includes Health Assessment Centres and back offices. The back-office sites or 'back-of-house' estate consists of Corporate Hubs, large processing centres and service centres very similar to call centre environments, which are not open to the public. The Authority's estate is geographically dispersed due to the high street nature of the Jobcentre Plus and Health Assessment Centre portfolio – requiring local presence to serve customers.
- 1.8 DWP Estates is currently in its second-generation Target Operating Model (ETOM2). This model follows the Authority's successful exit from a 20 year PFI ("PRIME") contract at the end of March 2018, to a first generation model whereby a large proportion of the estates management remained outsourced to an independent third party organisation. This included, an independent Integrator supplier that provided the Authority's helpdesk, CAFM, reporting and invoice processing services, health and safety management and performance management of the supply chain.
- 1.9 As part of its organisational evolution, DWP Estates has procured and mobilised new Integrator (the Authority's Integrator), lease and landlord

management, legal services and project-related professional services.

- 1.10 The move to the current ETOM2 has in-sourced a wide range of estates professional services and management functions which has grown DWP Estates to ~300 people. DWP Estates now has a much more direct relationship with its supply chain, with direct performance management and account management.
- 1.11 The second-generation Integrator contract has a reduced scope, but retains the customer-facing helpdesk, provides the Authority CAFM System and acts as a data conduit. The Supplier should note that the Authority's operating model is continuously changing and the model at tender issue may be different to the model in 2025 when this Contract starts.
- 1.12 The Authority recognises the expertise that its supply chain can bring to the Department and, with a larger team, now enjoys a closer working relationship which seeks to drive a culture of continuous improvement and mutual benefit.
- 1.13 Further information on the Authority's ETOM2, the Authority's Supply Chain and the role of the Integrator supplier can be found in "DWP Estates Operating Model 1 – 7"<sup>1</sup>

### **The Critical Security Infrastructure (CSI) Programme**

- 1.14 The Authority's existing electronic security systems have been in place since the early 2000s and are now obsolete, irreparable and do not meet Government minimum security standards. The systems frequently fail, preventing sites opening and/or creating safety vulnerabilities. The systems also have a short shelf-life as some of them rely on analogue telephony for communication, which will be withdrawn by the end of 2024. This will render the systems unable to communicate serious incidents off site to enable a proportionate response to take place.
- 1.15 Given the risks this poses to the security of the Authority's Staff and customer safety, as well as the Authority's Data and Assets, the Critical Security Infrastructure (CSI) programme is a key strategic priority for the Authority.
- 1.16 The CSI programme launched in July 2022 and will be completed by 31 March 2025 at the latest, with an expectation that work on-site will complete by 31 December 2024.
- 1.17 The CSI programme is focused on modernisation of security equipment and systems across identified sites across the Authority's Premises, involving installation of integrated and standardised electronic security systems and other security equipment as follows:
  - Security work required
  - Automated access control door full upgrade (AEGIS – AMAG)
  - Site wide Video Surveillance System (VSS) full upgrade
  - Hold-up alarm full upgrade

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<sup>1</sup> Documents were provided in the Data Room during the Tender process.

- Intruder Detection System (IDS) full upgrade
  - Key management upgrade
- 1.18 Completed CSI sites will be fully integrated on-site and connected to a Security Control Centre, via a future-proofed digital network solution.
- 1.19 The Authority has currently identified 605 sites across England, Scotland and Wales (listed in Annex B - Service Matrix) to be part of the CSI programme (please note that the 605 sites in Annex B - Service Matrix are subject to change by notification by the Authority to the Supplier (which may include addition, removal and/or substitution of sites) (the CSI sites).
- 1.20 The CSI programme is expected to deliver the following benefits to the Authority:
- 1.21 Enable remote Planned and Preventative Maintenance of security systems to be included within the scope of this Contract, and remote Reactive Maintenance and planned testing of systems to be included within the scope of the Security Control Centre Supplier;
- 1.22 Installation of video surveillance systems which includes monitors positioned at the public entrances of CSI sites to act as a clearly visible deterrent to help prevent security incidents from happening;
- 1.23 Installation of video surveillance systems will also enable a holistic response to the management of security incidents, where they do occur, from both the security systems maintainer and the Security Control Centre Supplier, with more efficient and reliable escalation to emergency services; and
- 1.24 Provide a mechanism to right-size the number of security officers across Authority Premises and enable targeted, proportionate and value for money Services.

### **The Workplace Transformation (WPT) Programme**

- 1.25 The Authority has secured funding through the Spending Review 2021 (SR21) to deliver the first 3 years of the 10-year Workplace Transformation Programme (WTP), which is aimed at creating a smaller, better and greener estate for the Authority.
- 1.26 The Authority's estate consists of a range of buildings of varying ages and states of repair. Much of the estate is not designed for modern ways of working and fails to support a healthy, productive working environment. The WTP will create modern workspaces supporting Civil Service reform initiatives, maximising flexibility and collaboration with more productive employees, increased retention, and the provision of an excellent service to the Authority's customers.
- 1.27 The Authority intends to use lease break opportunities from 2023 to 2028 to transform and right-size the estate, with targeted investment based on length of building tenure, making the overall estate smaller and decreasing the average age of Authority sites. The intention is to continue to close (replacing



as appropriate) and ultimately rationalise more of the Authority's buildings over the three-year period from 2025 to 2028, subject to lease conditions.

- 1.28 The Supplier shall acknowledge that the WTP will reduce the number of Authority Premises across the Authority's estate. The Supplier shall acknowledge and agree that no guarantee is given by the Authority in respect of volumes of Authority Premises and that the Supplier is appointed by the Authority on a non-exclusive basis. Any levels of Authority Premises referred to in this Specification or elsewhere within this Contract are indicative only and shall not be binding on the Authority.

### 3 Specification Structure

- 1.29 The Specification is made up of the requirements set out in this document (both Part A and Part B) in addition to the following Annexes:

1.30 Annex A – Standards

- a. Appendix 1 to Annex A – Government Buying Standards
- b. Appendix 2 to Annex A – Complaints, Failure and Recall Process (to be updated during Mobilisation Period)
- c. Appendix 3 to Annex A – Billable Works and Approvals Process (to be updated during the Mobilisation Period).

1.31 Annex B – Service Matrix

1.32 Annex C – Legislative Standards

1.33 Annex D – Property Classifications

1.34 Annex E – Service Delivery Response and Rectification Times

1.35 Annex F – Reporting Requirements

1.36 Annex G – Non-Functional Requirements

1.37 Annex H – Systems and Data Requirements

- Appendix A to Annex H – Integrator System Structure
- Appendix B to Annex H – Work Order Transactional API Specification
- Appendix C to Annex H – Interface Data Mapping

1.38 Annex I – TASK Competency Passport Scheme

1.39 Annex J – Fire Safety Policy

1.40 Annex K – Asset Management Statement of Requirements

1.41 Annex L – Management of Statutory Compliance, PPMs and Work Delivery

1.42 Annex M – Legal and Policy Register [to be provided during Mobilisation

Period]

- 1.43 Annex N – Permit to Work Requirements
- 1.44 Annex O – Lifts and Escalators Statement of Requirements
- 1.45 Annex P – Management of CDM for Facilities Management
- 1.46 Annex Q – Risk Assessment for FM Activities
- 1.47 Annex R – Water Systems Safety Policy
- 1.48 Annex S – Asbestos Management Policy and Management Plan
- 1.49 Annex T – Backlog Clearance Project Statement of Requirements
- 1.50 Annex U – Equipment Maintenance Strategies:
  - Equipment Maintenance Strategy – BMS
  - Equipment Maintenance Strategy – Portable Appliance Testing & Microwave Emissions
  - Equipment Maintenance Strategy – Gas Systems
  - Equipment Maintenance Strategy – Lifting Access Equipment
  - Equipment Maintenance Strategy – Air Handling Units
  - Equipment Maintenance Strategy – Electrical Installations
  - Equipment Maintenance Strategy – Fabric Assets
  - Equipment Maintenance Strategy – Fans
  - Equipment Maintenance Strategy – Mechanical Systems
  - Equipment Maintenance Strategy – Pressure Systems
  - Equipment Maintenance Strategy – Ventilation
  - Equipment Maintenance Strategy – Water Systems
  - Equipment Maintenance Strategy – AC and Refrigeration Systems including Chillers
  - Equipment Maintenance Strategy – Pumps
  - Equipment Maintenance Strategy – Fire Protection Systems
  - Equipment Maintenance Strategy – Fire Alarms and Associated Systems
  - Equipment Maintenance Strategy – Security Systems
- 1.51 Annex V – Current Integrator Scope of Services

## 4 Definitions

- 1.52 Terms used in the Specification and Annexes that require further definition are capitalised. For definitions of these terms, you are required to refer to Contract Schedule 1: Definitions and relevant Contract Schedules.

## 5 Standards

- 1.53 All the FM Standards and processes that the Supplier has to comply with during the procurement of the Facilities Management & Workplace Services Framework Agreement (RM6232) are required throughout the duration of this

Contract, unless we tell you otherwise. Please refer to Annex A - Standards and Processes.

## 6 Continuous Improvement

1.54 Information can be found at Contract Schedule 9: Continuous Improvement.

## Part B – Required Work Packages

Work Package A	Contract Management	Required
Work Package B	Mobilisation Services	Required
Work Package C	Social Value	Required
Work Package D	Sustainability	Required
Work Package E	Maintenance Services	Required
Work Package F	Statutory Obligations	Required
Work Package G	Landscaping Services	Required
Work Package H	Catering Services	Required
Work Package I	Cleaning Services	Required
Work Package J	Workplace FM Services	Required
Work Package K	Visitor Support Services	Under Separate Tender
Work Package L	Technical Security Services	Required
Work Package M	Waste Services	Required
Work Package N	Miscellaneous FM Services	Required
Work Package O	Specialist (Defence) FM Services	Not Required
Work Package P	Occupancy and Property Management Services	Not Required
Work Package Q	CAFM Services	Required
Work Package R	Helpdesk Services	Required
Work Package S	Management of Billable Works	Required

## Work Package A: Contract Management

### 2 Service A1 – Integration

- 2.1 The following Standards apply to this Service – SA1.
- 2.2 The Supplier shall work with the Authority to support the delivery of its vision and mission.
- 2.3 The Authority's current mission is "to improve people's quality of life both now and in the future and help them build a more secure and prosperous future" and the Supplier acknowledges this is subject to change over the Contract Period.
- 2.4 The Authority's current vision for its estate is "smaller, better, greener helping people work, grow and thrive" and includes the Authority's employees, Authority Supply Chain Members, and customers the Authority exists to serve. The Supplier acknowledges that this is subject to change over the Contract Period.
- 2.5 The Supplier shall operate in a manner which will promote a high level of service quality and support the reputation of the Authority by always acting in a professional manner. The Supplier shall:
  - 2.5.1 At all times conduct itself in a professional manner that reflects its role as representatives of the Authority;
  - 2.5.2 Carry out all tasks with the minimum of inconvenience to all building users and members of the public or disturbance to the Authority's core operations;
  - 2.5.3 Adhere to the Authority's Incident and Crisis Management Solution, regular updates and agreed escalation process (to be agreed during Mobilisation Period) with the Authority;
  - 2.5.4 Manage the Authority's expectations through Early Warning Notice contractual process;
  - 2.5.5 Submit immediate notification to the Authority where reputational risk arises for either the Supplier or Authority;
  - 2.5.6 Ensure that their Supplier Staff are always appropriately dressed, courteous, professional and considerate;
  - 2.5.7 Ensure that their Supplier Staff (including Subcontractor Staff) are always fully and properly briefed in their tasks and in the Authority's use and occupation of the Authority Premises;
  - 2.5.8 Ensure that their representatives are helpful and co-operative to the Authority, building users and visitors;
  - 2.5.9 Adhere to Civil Service Code [The Civil Service code - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/civil-service-code) and the Supplier Code of Conduct 20230503 V3 Supplier

Code of Conduct.docx ([publishing.service.gov.uk](https://publishing.service.gov.uk)) ;

- 2.5.10 Undertake the Services with a view of maintaining their sustainability agenda and minimising waste; and
- 2.5.11 Ensure at all times, value for money considerations inform decision making and actions taken by the Supplier and its Subcontractors.
- 2.6 The Authority believes a strong culture produces a well-tuned sense of direction and helps create common definitions of success. United by a strong sense of public service, the Authority upholds, promotes and lives by the enduring values set out in the Civil Service Code – Integrity, Honesty, Impartiality and Objectivity. The Authority requires the Supplier to uphold and model these values by including them within the induction and training requirements for all Supplier Staff.
- 2.7 In addition, the Supplier, in providing the Services, represents the Authority and shall uphold and promote the Authority's values (these are subject to change over the Service Period):
  - 2.7.1 We care: We look out for each other; we listen to each other and to our customer we take people's needs seriously;
  - 2.7.2 We deliver: We are committed and professional; We take responsibility for getting the job done right; and we take pride in our expertise and our purpose;
  - 2.7.3 We adapt: We learn and grow together to find better ways of working and we change what we do as our customers' needs change;
  - 2.7.4 We work together: We pull together because we know that when we join up with others we achieve greater things; and
  - 2.7.5 We value everybody: We work to make this a place where everyone belongs and can be their best; and we know that being inclusive will be at the heart of our success.
- 2.8 The Supplier shall provide an integrated Service ensuring a seamless and coordinated delivery and effective synergies with the Authority's Integrator System. Continually working collaboratively with the Authority, Authority's Integrator and Authority's Supply Chain Members (ASCMS) (in particular the Security Services supplier and Security Control Centre (SCC) supplier) to identify, create and implement effective synergies within automation and integration of the Services.
- 2.9 The Services shall be delivered across Authority Premises as highlighted within Annex D – Property Classification and Annex B – Service Matrix.
- 2.10 The Supplier shall work collaboratively with the Authority to promote excellence and innovation and enhance the reputation of the Authority amongst key stakeholders across HM Government and within local

communities.

2.11 The Supplier shall:

- 2.11.1 Focus on cross / multi-skilling of Supplier Staff to allow for efficiencies when delivering the Services;
- 2.11.2 Share more efficient ways of working with the Authority that will ensure better working practices in delivering the Services;
- 2.11.3 Work collaboratively with the Authority and identify opportunities in relation to delivering the Services;
- 2.11.4 Procure Billable Works Services only with the sanction of the Authority as per the requirements set out in Contract Schedule 4: Service Order and Projects;
- 2.11.5 Provide the most advantageous options in relation to the deployment of Supplier Staff in order to deliver the required Services in the most efficient, cost effective and sensible manner;
- 2.11.6 Proactively manage the Services and the Supplier's relationship(s) with the Authority and the Authority's ASCMs by creating a culture and environment that promotes a full understanding of requirements, investing time and resource to develop and maintain knowledge of the dynamics that impact the Authority, the Authority Estate and customers;
- 2.11.7 Provide insights, guidance and expertise for senior leadership and stakeholders to drive strategic management across the Authority's Estate;
- 2.11.8 Provide management information, insights, and trends across the Services provided by the Supplier;
- 2.11.9 Work with the Authority to manage changes with ease and flexibility which includes adhering and responding to the Early Warning and compensation event process of this Contract within the required timeframes;
- 2.11.10 Provide rapid responses to change with ease and flexibility;
- 2.11.11 Communicate in an open, honest and timely manner;
- 2.11.12 Conduct ethical and transparent business dealings, ensuring Supplier Personnel uphold the highest possible level of integrity and probity; and
- 2.11.13 Work with the Authority and the Integrator to ensure a single version of the truth is maintained through appropriately integrating and aligning to the Authority's CAFM System -also reference Work Package Q, Annex G – Non Functional Requirements and Annex H – Systems and Data Requirements.
- 2.11.14 Ensure its systems appropriately interface with the Integrator's CAFM to ensure an integrated Service Delivery. The Supplier shall be responsible for integration of all appropriate data feeds, linked to the

Supplier's Service Delivery, necessary to enable Integrated reporting.

- 2.11.15 The Supplier acknowledges that outputs from Internet of Things (IoT) and other systems (aside from CAFM) may be required for ingestion to the Authority or its Integrator's data storage solution for the purposes of analytical applications.
- 2.11.16 During the Mobilisation Period and throughout the life of the contract the Supplier shall work collaboratively with the Authority, the Integrator and the Authority's Supply Chain Members, when establishing their Service Delivery Plans (SDP's) to identify opportunities to use technology, data and analytics to develop, maintain and maximise the workplace experience and value-for-money for the Authority. These will form Continuous Improvement initiatives (put forward as part of the Continuous Improvement Plan, as set out in Contract Schedule 9: Continuous Improvement) and could include but are not limited to:
  - 2.11.16.1 Use of intelligent software to monitor working conditions (e.g., lighting levels, office temperatures);
  - 2.11.16.2 Use of intelligent systems to aid with the delivery of smarter cleaning, energy usage and maintenance solutions;
  - 2.11.16.3 More effective use of existing software and systems (e.g., BMS, sensor technology and CAFM Systems);
  - 2.11.16.4 Use of emerging technology roadmap to include CCTV, movement sensors, drones and robotic solutions, to support the delivery of Services where appropriate; and
  - 2.11.16.5 Use of automated technology to maximise efficient use of facilities at the Authority Premises and to monitor space utilisation.
- 2.11.17 The Supplier shall ensure that all opportunities identified that have the potential to deliver performance, sustainability, economic and social value improvements are presented to the Authority for consideration.
- 2.11.18 The Supplier shall ensure that the initiatives agreed with the Authority are:
  - 2.11.18.1 Captured within the Service Delivery Plans (SDPs), as detailed within Service A5;
  - 2.11.18.2 Recorded within the Supplier's CAFM System and the Authority's CAFM System; and
  - 2.11.18.3 Reported upon as part of the agreed Contract-reporting regime.

### 3 Service A2 - Health and Safety

- 3.1 The following Standards apply to this Service - SA2.
  - 3.1.1 The Supplier shall prepare and as appropriate, revise a written safety policy statement. The Supplier Managing Director or most senior level executive must sign this safety policy.



- 3.1.2 The Supplier shall be accredited to a health and safety management system such as ISO45001 (but not limited to) or similar.
- 3.1.3 The Supplier shall ensure:
  - 3.1.3.1 Its safety policy statement aligns with the requirements of the Authority;
  - 3.1.3.2 It has suitable organisation and arrangements in place to implement its safety policy throughout the Contract Period which includes the discharging of roles and responsibilities, with continual review, updating with Authority consent to ensure robustness and suitability for the Authority's Premises;
- 3.1.4 Its COVID-19 and other infectious diseases safety policy aligns with all regulations and any UK Health Security Agency, Office for Health Improvement and Disparities and Department of Health and Social Care (DHSC) guidelines for secure workplaces, in addition to any further measures set out in the Health and Safety Executive guidelines and/or agreed with the Authority. The Supplier shall recognise the regulations may vary between regions and across devolved administrations. The Supplier shall ensure that where required, they adopt and comply with any applicable regulations as appropriate wherever necessary;
- 3.1.5 Protect workers who may come into contact with COVID-19 or other infectious diseases, leading to a need for a risk assessment and implementation of control measures;
- 3.1.6 The safety policy and safety management plan and COVID-19 (or other infectious diseases) safety plan shall be readily available and accessible to all Supplier Staff and anyone, including the Authority, who may require sight of it;
- 3.1.7 Details of its safety management plan and COVID-19 (or other infectious diseases) safety plan shall be reviewed and revised accordingly to take account of legislation and other factors that may affect its effectiveness; and
- 3.1.8 It has an appropriate number of first aid and CPR trained personnel in accordance with the Health and Safety (First Aid Regulations) 1981.
- 3.1.9 The Supplier shall provide:
  - 3.1.9.1 A professional advisory service on all matters, pertaining to the Services, relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments and;
  - 3.1.9.2 A professional advisory service on all matters, pertaining to the Services, relating to infection control, including health surveillance, reporting and welfare measures.
- 3.1.10 The services (referenced above in 3.1.9.1 and 3.1.9.2 ) may be requested by the Authority and shall be limited to the Authority

#### Premises and the Services.

- 3.1.11 The Supplier shall provide a single point of contact for professional advice pertaining to health and safety and infection control matters as they relate to the delivery of the Services and management at each Authority Premises.
- 3.1.12 The Supplier is required to provide an appropriately qualified health and safety expert who is either a Chartered Member of the Institution of Occupational Safety and Health (CMIOSH) or hold a level 6 or higher qualification in equivalent.
- 3.1.13 The Supplier shall notify the Authority in writing of any potential implications of not implementing the recommendations of any advice given in relation to health and safety and / or infection control policies.
- 3.1.14 The Supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving Supplier Staff, delivering the Services on its behalf, and shall issue a written report to the Authority, which shall include recommendations to prevent any repeat incidents, within ten (10) Working Days of the accident/incident occurring. The Supplier's incident, accident and dangerous occurrences investigation shall be carried out in accordance with HSG245, Investigating Accidents and Incidents.
- 3.1.15 The Supplier shall ensure that all Subcontractors carry adequate insurance and that they are legally and professionally compliant in all activities whilst operating at the Authority Premises and liable for any issues caused by them, their staff or Subcontractors.
- 3.1.16 The Supplier acknowledges that the Authority manages its own health and safety system, and the Supplier may be required to complete a template for providing the Supplier's health and safety information. Further information on this will be provided at the time specified in the Mobilisation Plan during the Mobilisation Period.
- 3.1.17 The Supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation, RIDDOR – Reporting of Injuries, Disease and Dangerous Occurrences Regulations 2013. The Supplier shall be responsible for ensuring that the Authority is notified immediately in writing.

## 4 Service A3 - Management Services

- 4.1 The following Standards apply to this Service - SA3.
- 4.2 The Supplier shall:
  - 4.2.1 Develop and maintain appropriate management and staffing levels for the supply of the Services as documented in the SDPs;
  - 4.2.2 Be responsible for ensuring a change management procedure is in place to address operational and improvement changes. The

- procedure shall be developed and agreed with the Authority during the Mobilisation Period;
- 4.2.3 Acknowledge and structure itself in a way that supports the regions that the Authority operates (and is structured around) as set out in Annex B - Service Matrix;
  - 4.2.4 Develop, maintain and communicate to the Authority appropriate working practices, policies, procedures and methods to ensure that the Services are supplied in accordance with Annex A – Standards. The Supplier shall comply with such Standards at all times;
  - 4.2.5 Review, by a technically competent person, all method statements and risk assessments from Subcontractors prior to the start of any Services to ensure:
    - 4.2.5.1 The works processes and control measures are compliant with all health and safety and Authority requirements; and
    - 4.2.5.2 All Supplier appointed Subcontractors engaged in the work possess the relevant skills, qualifications and accreditations to undertake the works. Details of the professional qualifications and accreditation required are defined in this specification document.
  - 4.2.6 Comply with all the Authority's procedures and Security Policies and Standards, e.g. Response Level Security Measures Policy, and act upon the instructions of the Authority should there be a change in the threat assessment and response level (response level has the meaning given to it at SL10 of Annex A – Standards) associated with the Authority Premises;
  - 4.2.7 Ensure that all Supplier Staff adopt and follow all security contingency plans as directed by the Authority in the event of a security alert or incident;
  - 4.2.8 Be responsible for ensuring all Supplier Staff are provided with the necessary training in relation to their responsibilities and activities when changes in security status occur;
  - 4.2.9 Be aware that these enhanced measures may require all Supplier Staff to vacate Authority Premises as directed by the Authority;
  - 4.2.10 Ensure that they have processes in place to attract, recruit and retain appropriately skilled and experienced Supplier Staff for the duration of the Service Period; and
  - 4.2.11 Recognise that some of the Authority's Data is protectively marked and may contain potentially sensitive information and shall ensure that management systems are in place to maintain the security of the Authority's Data, in accordance with Contract Schedule 18: Security.
- 4.3 The Supplier's Staff shall cooperate with and assist the Authority with the implementation of all enhanced security related measures required in the

event that enhanced security measures be required.

- 4.4 For Supplier Staff located at Authority Premises the Authority shall provide standard office furniture and furnishings necessary to provide the Service. The Supplier shall provide Supplier Staff with all consumables necessary to deliver the Service including but not limited to stationery.
- 4.5 The Supplier shall provide expert technical and professional advice to the Authority upon request on issues related to the Services detailed within this Contract Schedule 2: Scope.
- 4.6 The Authority acknowledges the right of the Authority Supply Chain Members to make a fair and reasonable profit but equally, the Authority needs to ensure it receives value for money and overall cost efficiencies and that the Authority Supply Chain Members deliver fully their contractual requirements and obligations. The Supplier shall ensure:
  - 4.6.1 It has control processes in place to monitor costs and quality of Services delivered across the Contract;
  - 4.6.2 Correct application of schedule of rates are applied to all Service Orders; and
  - 4.6.3 Cost submissions (as set out in Contract Schedule 3: Pricing Details and including any Billable Works as detailed in Contract Schedule 4: Service Order and Projects) are right first time.

### **Security Clearance**

- 4.7 The Supplier shall ensure, prior to commencing any Services, that all Supplier Staff are subject to as a minimum the Government's Baseline Personnel Security Standard ("BPSS") security clearance. Refer to Contract Schedule 19: Background Checks for further detail regarding the Authority's policy for BPSS.
- 4.8 For Supplier staff engaged with and/or delivering security systems services (including those detailed in Work Package L of this Contract Schedule 2: Scope), as per the Suppliers accreditation requirements, BS7858 screening must be completed. For security system installers, all engineers and any Subcontractors must have BS7858 clearance. For certain Authority Premises, to be advised by the Authority, further levels of Supplier Staff security clearance assessment may be required. There may be key Supplier Personnel or certain roles that require interaction with vulnerable groups, access higher levels of sensitive information, or due to the systems access capability, (for example database administrators), may be required to be subject to higher levels of personnel security vetting. The Authority shall advise on these key Supplier Personnel or roles during the Mobilisation Period and as they arise over the Service Period. The Supplier shall be responsible for meeting the costs associated with BS7858 for Supplier Staff and Subcontractors.
- 4.9 The Supplier shall ensure that Supplier Staff and Subcontractors requiring

access to the Authority's Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether the level of clearance will be sufficient for access.

- 4.10 The Supplier shall ensure that all Supplier Staff meet the Authority's requirements for security clearances (Contract Schedule 19: Background Checks) whether allocated to the contract permanently or providing short term cover or additional resourcing.
- 4.11 The Supplier shall ensure all security clearance documents are made available at all times to the Authority and cooperate in any Authority requested Audit or investigation.
- 4.12 The Supplier shall be responsible for meeting the costs associated with security clearances for Supplier Staff. Unless prior Approval has been received from the Authority the Supplier shall be responsible for the provision of security cleared escort Services and shall meet all associated costs as required for works undertaken by the Supplier on in-scope Services.

## 5 Service A4 - Service Delivery Plans (SDP)

- 5.1 The following Standards apply to this Service – SA4.
  - 5.1.1 The Supplier shall prepare an SDP for each of the Authority's requirements for the Services in scope of the Contract describing its approach to providing the required Services. The final SDPs shall be submitted and approved within the Mobilisation Period and reviewed every 6 Months or at such other time or times as the Authority may require. (Note: it is the Authority ambition to move this to an annual review during the Service Period).
  - 5.1.2 The Supplier is responsible for developing, managing and updating the SDPs.
  - 5.1.3 As a minimum, the Supplier shall provide the following SDPs:
    - 5.1.3.1 Account Management (including Work Packages A, J, N, Q, R and S);
    - 5.1.3.2 Hard Facilities Management Services (including Work Packages E, F, L);
    - 5.1.3.3 Soft Facilities Management Services (including Work Packages G, H, I, M);
    - 5.1.3.4 Sustainability (Work Package D);
    - 5.1.3.5 Social Value (Work Package C);
    - 5.1.3.6 Projects (Work Package S);
    - 5.1.3.7 Health and Safety (all); and
    - 5.1.3.8 Systems and Data (Work Package Q).
  - 5.1.4 Each SDP shall include the following for the relevant Services included in the SDP:

- 5.1.4.1 Update what has changed from the previous version of the SDP e.g. portfolio changes, service changes, Performance Improvement Plans required and how this is going to impact on each of the areas in the SDP;
- 5.1.4.2 Approach and methodology for delivering the Services;
- 5.1.4.3 Operational structure, including key roles;
- 5.1.4.4 Resource plan - Supplier Staff and resource proposals for delivery of the Services. This shall include information and identification of third-party suppliers / partners / Subcontractors.
- 5.1.4.5 Governance plan;
- 5.1.4.6 TUPE management approach;
- 5.1.4.7 Operational liaison ;
- 5.1.4.8 Supplier RACI;
- 5.1.4.9 Supplier processes (and supporting documentation);
- 5.1.4.10 Supplier procedures (and supporting documentation);
- 5.1.4.11 Financial control processes and procedures;
- 5.1.4.12 Systems or software to support the delivery of the Services;
- 5.1.4.13 Compliance management arrangements;
- 5.1.4.14 Continuous Improvement and innovation;
- 5.1.4.15 Authority obligations/dependencies - the role the Authority is expected to play in the development, roll-out and operation of the Services, including comment, critique and Approval. The information and support that shall be required from the Authority to enable successful delivery of the Services; and
- 5.1.4.16 Traceability matrix against the clauses contained within the Authority's Specification (Work Packages).
- 5.1.5 In addition, the following shall be included in the Hard FM Services SDP:
  - 5.1.5.1 Asset management system - alignment with ISO 55000 and Authority's Asset management value drivers;
  - 5.1.5.2 Asset data - Asset structure, control of Assets, Asset Verification, and continuous improvement;
  - 5.1.5.3 Asset change management, numbering, tagging, new premises, divestments, projects;
  - 5.1.5.4 Management of physical Assets - condition, BER, FMR, visibility of planned works, reactive work management, Asset performance monitoring;
  - 5.1.5.5 Statutory compliance management - management of statutory compliance reporting, non-compliance interventions, technical management and oversight;
  - 5.1.5.6 PPM delivery - compliance with technical standards, application

- of SFG20, PPM scheduling, PPM delivery;
- 5.1.5.7 Management of PPM Remedial Works, disruptive tasks, editable task sheets, completion of site logbooks and documentation;
- 5.1.5.8 CAFM structure, architecture, workflows, constraints optimisation;
- 5.1.5.9 Management of reactive works;
- 5.1.5.10 Management of technical competencies, training and accreditations - Supplier and Subcontractor, correction of poor performance;
- 5.1.5.11 Asset history development - performance assessment, remote monitoring, condition monitoring, development of cost history, Asset replacement assessment;
- 5.1.5.12 Asset Risk Management;
- 5.1.5.13 Management of spares; and
- 5.1.5.14 Audit and assurance.
- 5.1.6 In addition, the following shall be included in the Account Management Services SDP:
  - 5.1.6.1 Quality management approach, including;
  - 5.1.6.2 Quality control, Quality Plan and Quality Statement;
  - 5.1.6.3 Vetting and management processes for Supplier Staff and Subcontractors;
  - 5.1.6.4 Competency Passport Scheme (Annex I) delivery;
  - 5.1.6.5 Management arrangements;
  - 5.1.6.6 Performance management arrangements;
  - 5.1.6.7 Balanced scorecard for all Services, including visibility of Subcontractors;
  - 5.1.6.8 Complaints management processes;
  - 5.1.6.9 Compensation Event and additional work requests;
  - 5.1.6.10 Business support processes;
  - 5.1.6.11 Finance;
  - 5.1.6.12 HR processes;
  - 5.1.6.13 Training Plan (Supplier Staff and any training required to the Authority and/or ASCMs);
  - 5.1.6.14 Communications;
  - 5.1.6.15 Customer Satisfaction;
  - 5.1.6.16 Risk management;
  - 5.1.6.17 Audit schedule; and
  - 5.1.6.18 Escalation process.
- 5.1.7 In addition, the following shall be included in the Sustainability Services

## SDP:

- 5.1.7.1 The Sustainability Management Plan, including separate plans for each topic listed below, which sets out sustainability targets, milestones, and initiatives the Supplier shall deliver on the contract to support the Authority's sustainability requirements. Full details of requirements for the Sustainability Management Plan are included in Work Package D of this Contract Schedule 2: Scope;
- 5.1.7.2 Carbon net zero;
- 5.1.7.3 Energy Management;
- 5.1.7.4 Water Management;
- 5.1.7.5 Waste Management;
- 5.1.7.6 Environmental Management;
- 5.1.7.7 Biodiversity Management; and
- 5.1.7.8 Climate Change Management.
- 5.1.8 In addition, the following shall be included in the Social Value Services SDP:
  - 5.1.8.1 Social Value performance and reporting plan.
- 5.1.9 In addition, the following shall be included in the Health and Safety Services SDP:
  - 5.1.9.1 Health and Safety Policy / Health and Safety Management Plan statement.
- 5.1.10 In addition, the following shall be included in the Systems and Data Services SDP:
  - 5.1.10.1 Adherence to all relevant standards (e.g. Accessibility, GDPR etc), including Annex G, Non-Functional Requirements, and Annex H, Systems and Data Requirements, to this Contract Schedule 2: Scope;
  - 5.1.10.2 Fulfilment of all digital requirements as specified;
  - 5.1.10.3 A single common data environment area for hosting building information models and any associated current state and achieved geometry in line with PAS1192:3;
  - 5.1.10.4 Approach to testing;
  - 5.1.10.5 Approach to system integration; and
  - 5.1.10.6 Approach to data transfer, inclusive of open Work Orders.

## 6 Service A5 - Fire Safety

### 6.1 The following Standards apply to this Service - SA5.

- 6.1.1 The Supplier shall provide a professional advisory service on all matters relating to The Fire Safety Act 2021 and The Regulatory



Reform (Fire Safety) Order 2005 for each Authority Premises, as required by the Authority. This specifically covers works where the Supplier affects the risk from fire. In this instance the Supplier is responsible for risk assessing the works to be undertaken and calling upon competent resource to provide advice on matters of fire safety. The cost of this service shall form part of the Billable Works and Approval Process, as set out in Contract Schedule 4: Service Order and Projects. Note that fire risk assessments are not included in the Supplier's scope of Services and shall be carried out by another ASCM.

- 6.1.2 The Supplier is responsible for the ongoing inspection, testing and maintenance of all existing fire precautions and equipment.
- 6.1.3 The Authority may require additional fire precautions such as those associated with a change of use of an area. The additional fire precautions will be at an additional cost to the Authority, part of the Billable Works and Approvals process, as set out in Contract Schedule 4: Service Order and Projects.
- 6.1.4 The Supplier is responsible for reviewing the content of the fire risk assessments for each Premises and shall be responsible for closing out all actions that fall under the Supplier's remit, as per Service Order instruction.
- 6.1.5 The Supplier is responsible for informing/updating the Authority on actions/Remedial Works from the fire risk assessment.
- 6.1.6 The Supplier shall provide an assessment of maximum building capacity for fire safety purposes, based on the calculations found in the Building Regulations Approved Document B. This assessment to be reviewed annually or following any significant changes which the Supplier is made aware of.
- 6.1.7 The Supplier is required to acknowledge significant changes that may impact risk from fire such as changes to layout, occupation, change of use or failure of fire precaution Assets and for bringing these to the attention of the Authority.
- 6.1.8 Fire precautions and systems which have failed but are essential to warn occupants of a potential fire, or are provided for the safe evacuation of Authority Premises such as fire alarms, fire doors, fire extinguishers, tannoy systems, communication systems such as those at refuges, etc. must be executed in line with Annex E, Service Delivery Response and Rectification Times.
- 6.1.9 The Supplier shall inform the Authority and local site representatives where any construction or maintenance works potentially has an impact on fire safety or a change in the risk. Examples might include restricting existing fire escape routes or the introduction of additional ignition / fuel sources.

- 6.1.10 Where requested by the Authority, co-operate and be available, which may include the collation and presentation of compliance data, for any inspection by an enforcing authority such as the Crown Premises Fire Safety Inspectorate (CPFSI).
- 6.1.11 When carrying out construction or maintenance works that change the risk associated with fire and/or the ability of the occupants to evacuate then identify changes required to the fire risk assessment and notify the Authority's fire risk assessment supplier. The Supplier shall ensure that adequate controls are in place to mitigate the risks.

## 7 Service A6 - Accessibility Services

- 7.1 The following Standards apply to this Service - SA6.
- 7.2 The Supplier shall:
  - 7.2.1 Provide advice relating to the Equality Act 2010, including provision of amenities for people with protected characteristics and advice including health and safety matters in relation to the Service;
  - 7.2.2 Ensure continuous interactions with the Authority's Staff and stakeholders, including any disability advisory groups and the Occupational Health and Safety representatives;
  - 7.2.3 Provide advice on further special needs issues including technical problem-solving regarding access and signage;
  - 7.2.4 Provide advice on health and safety matters as they relate to those with accessibility needs. The Supplier shall also take a pro-active approach and advise the Authority of any investment that could be made to improve the Authority Premises. This includes access and egress for use of those with disabilities and the meet the Approved Documents (Building Regulations in England or equivalent documents in the devolved nations) BS 8300 and any other related guidance; and
  - 7.2.5 Supply Authority authorised specialist equipment for those with accessibility needs, including wheelchairs. Where the Authority requires the Supplier to supply these items they shall be managed via the Billable Works and Approvals process, as set out in Contract Schedule 4: Service Order and Projects.

## 8 Service A7 - Risk Management

- 8.1 The following Standards apply to this Service - SA7.
  - 8.1.1 The Supplier shall be responsible for the development of Contract specific risk register, which shall be reviewed and updated on an ongoing basis. It will also be made available to the Authority within 24 hours of being requested. Where new and/or significant risks are identified which have the potential to impact on the Authority's business operation, service provision and / or performance standards, the

Supplier shall be responsible for informing the Authority of these risks within 24 hours of their discovery.

- 8.1.2 The Supplier shall align its risk management system including, but not limited to, approach and documentation, to the Authority's risk management system.
- 8.1.3 The Supplier shall be required to operate key business unit specific risk management systems including the drafting and updating of such systems. Key business unit risk registers to be identified during the Mobilisation Period.
- 8.1.4 The Supplier shall work on a continuous improvement basis to address the risks identified and to put in place the appropriate protections, mitigations and actions to ensure all risks are appropriately managed.
- 8.1.5 Refer to Annex F, Reporting Requirements, for risk management reporting requirements.

## 9 Service A8 - Customer Satisfaction

- 9.1 The following Standards apply to this Service - SA8.
- 9.2 The Supplier shall ensure that:
  - 9.2.1 A customer satisfaction process is in place to ensure that the agreed services are provided and to manage customer satisfaction to the agreed levels throughout the duration of the Service Period;
  - 9.2.2 Processes are in place for managing customer satisfaction, ensuring satisfactory customer service is provided to the Authority, building users across the portfolio, all stakeholders and customers at all times;
  - 9.2.3 Customer satisfaction processes align with the Authority's quality management system (QMS) where appropriate;
  - 9.2.4 It administers the formal process for handling service failures, complaints and call backs as set out in Appendix 2 to Annex A – Complaints, Failure and Recall Process;.
  - 9.2.5 All data feeds relating to customer satisfaction shall be made available for Estates reporting; and
  - 9.2.6 Support the requirement of two customer satisfaction feedback requests, one conducted quarterly at building level, the other annually at account level.
  - 9.2.7 The Supplier shall conduct a quarterly customer satisfaction feedback request to each site Senior Responsible Officer or assigned delegate of Authority (e.g. SPOC – Single Point of Contact) and the **Estates Service Delivery Operations Team**.
  - 9.2.8 The customer satisfaction feedback request must be an automated process, quick, simple and efficient to complete and has the capability to be completed either online or face to face.

- 9.2.9 The customer satisfaction feedback request must be based at building level, with responses and analysis provided at building level.
- 9.2.10 The results of the quarterly customer satisfaction feedback request will include a detailed narrative to be shared and discussed at the Key Account Management Meeting (refer to Contract Schedule 15: Governance).
- 9.2.11 The results of the quarterly customer satisfaction request will include a detailed narrative to be shared and discussed at the Monthly Key Account Management Meeting (e.g. KAMM), as set out in Contract Schedule 15: Governance.
- 9.2.12 The timescale for the overarching end to end process resulting with the upload of customer satisfaction feedback into the Integrator's CAFM System is five (5) Working Days.
- 9.2.13 The Supplier shall conduct an annual customer satisfaction survey request to the Authority's **Estates Service Delivery Operations Team**.
- 9.2.14 The customer satisfaction feedback request must be an automated process, quick, simple and efficient to complete and has the capability to be completed either online or face to face.
- 9.2.15 The customer satisfaction feedback request must be based on overall account level and must include questions related to (but not limited to) Asset management, cleaning, innovation and supply chain management.
- 9.2.16 The results of the annual customer satisfaction feedback request will include a detailed narrative to be shared and discussed at the Key Account Management Meeting or another governance forum as set out in Contract Schedule 15: Governance.
- 9.2.17 The results of the annual customer satisfaction feedback request will include a detailed narrative to be shared and discussed at the Monthly KAMM .
- 9.2.18 The timescale for the overarching end to end process resulting with the upload of customer satisfaction feedback into the Integrator's CAFM System is five (5) Working Days.
- 9.2.19 Where the customer satisfaction feedback results are below the Target Performance score for two (2) Months the Performance Improvement Plan (PIP) shall apply (refer to Contract Schedule 6: Key Performance Indicator for detail on the PIP).
- 9.2.20 The Supplier shall ensure a collaborative approach is maintained with the Authority and any ASCM to ensure customer satisfaction scores are maintained at the required satisfaction levels.

## 10 Service A9 – Reporting

10.1 The following Standards apply to this Service - SA9.

10.2 The Supplier shall ensure that:

- 10.2.1 All data used to generate reports is held within or is accessible by the Supplier and the Authority CAFM System;
- 10.2.2 The Supplier acknowledges that the Authority currently has an Integrator providing helpdesk and CAFM Services, including centralised reporting to the Authority;
- 10.2.3 It works with the Authority and Integrator to provide appropriate data feeds to the Integrator to ensure accuracy of the centralised reporting. The Supplier will receive a view of their reporting from the Integrator supplier. This will be the single version of the truth. The Supplier shall work with the Integrator to ensure optimal system alignment for accuracy of reporting. The Supplier shall provide continued input and feedback on reporting to focus and improve reporting;
- 10.2.4 The format, standard and frequency of reporting is developed and agreed during Mobilisation Period with the Authority and delivered in accordance with its requirements;
- 10.2.5 Reports due from the Supplier (such as annual, Monthly, ad hoc reports) will be issued as a schedule task from the Authority's CAFM System. The schedule for these to be agreed during Mobilisation Period; and
- 10.2.6 The information, data and evidence required to report against all its agreed KPIs is contained within the Supplier and Authority's CAFM System and always maintained accurately.
  - 10.2.6.1 The Supplier shall provide Services that are not only automated by its system solution but also require Supplier Staff in order to be delivered to support the Authority with strategic and operational planning, providing deeper insight and prediction to support decision making. This may include providing recommendations to the Authority through insightful and commercially astute data analysis, participating in Authority meetings and supporting strategic decision making with industry knowledge, data analysis and business intelligence.
  - 10.2.6.2 The Supplier shall provide a broad and comprehensive reporting solution, including reports relating to the performance of the Supplier and statistical information relating to the Services being provided. The Supplier shall make these reports available to the Authority and/or the Integrator at a frequency/timeframe specified by the Authority and agreed in the Mobilisation Period. These are set out in Annex F – Reporting Requirements and

include but not limited to:

- 10.2.6.3 Reportable incidents;
- 10.2.6.4 Real time reporting;
- 10.2.6.5 Expert analysis reports;
- 10.2.6.6 Ad hoc reporting requirements;
- 10.2.6.7 Self-service reporting capability;
- 10.2.6.8 Performance measurement and reporting;
- 10.2.6.9 Risk management;
- 10.2.6.10 Authority Premises related drawings; and
- 10.2.6.11 CCS RM6232 Framework MI reporting.
- 10.2.6.12 On request, timely provision of any information the Supplier holds in relation to the operation of the Authority's Estate including Supplier internal documents of which undertaken on behalf of the Authority such as quarterly health and safety inspections, Authority Premises related risk assessments, inspections in relation to Assets etc (not exhaustive)
- 10.2.6.13 Customer satisfaction feedback shall be upload into the Integrator's CAFM System within five (5) Working Days of starting the process.

### **Reportable incidents**

- 10.3 The Supplier shall inform the Authority and record details on the Supplier and Authority's CAFM System each time reportable incidents occur. The Supplier acknowledges that the Authority has its own health and safety database, that the Supplier may be required to interact with. These shall include:
- 10.3.1 Health and safety accidents, near misses and incidents, to include HSE RIDDOR reports;
  - 10.3.2 Insurance and legal matters;
  - 10.3.3 Pollution and contamination incidents;
  - 10.3.4 Statutory compliance failures;
  - 10.3.5 Asset and system failures, which may affect business continuity;
  - 10.3.6 Physical and document security breaches;
  - 10.3.7 Service failures;
  - 10.3.8 Instances of wilful damage or vandalism;
  - 10.3.9 Issues with the potential to disrupt energy and utility provision;
  - 10.3.10 Staff disciplinary issues where associated with personal integrity which may have the potential to damage the reputation of the Authority; and
  - 10.3.11 Complaints.

**Real Time Reporting**

- 10.4 The Supplier shall inform the Authority directly and log details via the Supplier and Authority's CAFM System each time reportable incidents occur. The Supplier shall ensure the Authority has access to comprehensive real time reporting at any given level. These shall include but not be limited to:
- 10.4.1 Complaints;
  - 10.4.2 Health and safety accident reporting / RIDDOR reports;
  - 10.4.3 Environmental incidents;
  - 10.4.4 Health and safety hazards (e.g. incidents involving the release or potential release of asbestos, legionella or similar health hazards);
  - 10.4.5 Security breaches;
  - 10.4.6 Instances of accidental damage caused by the Supplier's Staff;
  - 10.4.7 Breach or potential breach of statutory obligations resulting in significant isolation; and
  - 10.4.8 Fault of a critical Asset causing part or a whole system to fail.

**Ad Hoc Reporting Requirements**

- 10.5 The Authority may request the Supplier to create and generate ad hoc reports on its behalf, the Supplier must not withhold its agreement to providing an ad hoc report unreasonably.
- 10.6 Where necessary and agreed, the Supplier shall provide the reports with expert commentary, as specified by the Authority.
- 10.7 The Authority is answerable to Parliament and, on occasion, is required to respond to Parliamentary Questions (PQ) regarding the Authority's Premises on an urgent basis. The Supplier shall comply with any such reasonable request in the event information is required under these circumstances.

**Self-Service Reporting Capability**

- 10.8 The Supplier shall provide the Authority with the ability to modify existing reports, or design and store user-specific reports on an ad hoc basis, as specified by the Authority.
- 10.9 The Authority shall be able to generate their own reports from the Supplier's CAFM System at any frequency or time the Authority requires from the Supplier's platform. The Supplier's CAFM System shall further provide a real time data feed to enable recreation of reports by the Authority or Integrator as primary means for report access.
- 10.10 The Supplier shall provide the Authority with any required evidence, reports, written information or statistical information in relation to the Services against all data held within the CAFM System. This will be in response to reasonable ad hoc requests from the Authority.
- 10.11 The Supplier acknowledges that the Authority may not use this capability at

the start of the Service Period as reporting is currently provided by the Integrator. The Supplier acknowledges that during the Service Period, the Authority's operating model may change in the future resulting in the need for the Supplier to provide the main reporting solution, accessed by the Authority. This would be managed as a compensation event. The Supplier shall refer to Work Package T and Annex V – Current Integrator Scope of Services.

## 11 Service A10 - Performance Self-Monitoring

- 11.1 The following Standards apply to this Service - SA10.
- 11.2 The Supplier is required to undertake a performance self-monitoring regime, which is to be agreed with the Authority during Mobilisation Period. This shall be inclusive of all Services delivered by third party Suppliers and partners.
- 11.3 Within the performance self-monitoring regime, the Supplier is required to:
  - 11.3.1 Operate procedures and systems to record and evidence information in support of accurate performance monitoring and to enable robust performance reporting on a frequency required by the Authority;
  - 11.3.2 Monitor the performance of the Services via a programme of internal and external audits and inspections and trend analysis of recorded data in the CAFM System and produce Monthly performance reports for the Authority and make the outputs from these audits/inspections available in the CAFM;
  - 11.3.3 Maintain a Management Information System (MIS) to analyse information on the performance of each required Service. It shall be capable of accurately evidencing and reporting performance against defined performance requirements; and
  - 11.3.4 Work with the Integrator to develop, improve and focus reports over the Service Period.
  - 11.3.5 The MIS system, utilised by the Supplier, shall be capable of accurately monitoring performance of Services, notwithstanding any changes in work practices, technology and agreed performance Standards at all times throughout contract term.
- 11.4 The Supplier shall be responsible for maintaining the MIS software and systems and shall ensure they use the latest software releases to maximise the benefits of new technology.
- 11.5 The Supplier shall support the Authority's internal performance and Audit management processes. The Supplier's self-monitoring regime shall engage with and recognise the processes set out in this section 10, and capture feedback from Authority Audits and inspections, to include independent Audits scheduled by the Authority. The Supplier shall be responsible for taking appropriate action to deliver agreed outcomes, from the internal performance



review and/or Audits, to identified issues and failures.

### **Auditing**

- 11.6 Auditing will be carried out by the Supplier to measure the quality, delivery and performance of the Services. This auditing shall be complemented by regular Supplier in-house auditing of processes and procedures as well as work quality.
- 11.7 The Authority will, from time to time, instigate, for their own quality purposes, in-house or independent Auditing. Notice will be given to the Supplier's management before such an Audit is commenced in accordance with the notice periods and timescales defined within the Contract.
- 11.8 The Authority may choose to carry out an Audit or investigation following a health and safety accident or near miss. In such cases, the Supplier shall be expected to fully co-operate with the Authority or its agents and provide any documentation required by the Authority or its agents in accordance with the notice periods and timescales defined within the Contract .
- 11.9 During the Service Period, and for a period of 7 years following the end of the Service Period, the Supplier shall:
  - 11.9.1 Maintain and retain the Open Book Data;
  - 11.9.2 Keep and maintain full and accurate records and accounts relating to the Service; and
  - 11.9.3 Disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

### **Performance Improvement Plan (PIP)**

- 11.10 The Authority requires the Supplier to take a proactive approach to resolving issues when the Services do not meet contractual performance levels. The Supplier shall support the development of a Performance Improvement Plan (PIP) where the Service fails to meet a KPI or SPI in accordance with Contract Schedule 6: Key Performance Indicator.
- 11.11 As part of the PIP the Supplier shall undertake a root cause analysis demonstrating why the KPI or SPI is failing and shall develop a plan with SMART milestones to improve the service to the required level.

## **12 Service A11 - Business Continuity and Disaster Recovery (BCDR) Plan**

- 12.1 The following Standards apply to this Service - SA11.
- 12.2 In accordance with Contract Schedule 23: Business Continuity and Disaster Recovery, the Supplier shall have a BCDR Plan to deliver the Services at

each Authority Premises throughout the Service Period.

12.3 The Supplier shall:

- 12.3.1 Notify the Authority as soon as it becomes aware of a Business Critical Event or a likely Business Critical Event. The Supplier shall collaborate with the Authority to ensure that the BCDR Plan interfaces seamlessly to support the Authority's business;
- 12.3.2 Liaise with the Authority to ensure that appropriate communication lines are maintained;
- 12.3.3 Ensure its BCDR Plan is executed as planned with due expediency following the loss of one or more energy supplies. The Supplier shall inform the Authority of all scheduled interruptions to any energy supply if it may affect the Authority's operations;
- 12.3.4 Ensure the BCDR Plan addresses how the Supplier shall provide a tactical solution for the first 20 Working Days, following the Business Critical Events, to protect the Authority, Authority's employees, Authority's Premises and Assets;
- 12.3.5 Ensure the BCDR Plan includes evidence reasonably required by the Authority that Supplier Staff assigned to the business continuity management of the Service, are competent to perform required tasks. For example, members of the Business Continuity Institute at the minimum level of 'Certified' (CBCI); and
- 12.3.6 Provide its BCDR Plan within 30 Working Days (or as otherwise agreed by the Authority during the Mobilisation Period) following the *starting date*. The BCDR Plan shall be reviewed on a regular basis with the Estates representative and as a minimum once every six (6) Months.
- 12.3.7 Test the Supplier's BCDR Plan regularly and in any event not less than once in every Contract Year.
- 12.3.8 At the request of the Authority, the Supplier shall assist in testing the Authority's BCDR Plan at least once every Contract Year.
- 12.3.9 The Authority may require the provision of professional advice in relation to its own BCDR Plan, including the safe evacuation of Authority Premises during an emergency and the operation of emergency systems. This advice shall be of a practical nature and shall relate to the on-going provision of the Services at each Authority Premises. The Supplier shall note that the acquisition and setting-up of immediate replacement accommodation shall not be required as part of this Service.
- 12.3.10 The Authority's BCDR Plan is confidential, and the Authority will decide which information will be divulged to assist in the process. Any information divulged must be treated as confidential and shall not be issued to others without the written permission of the Authority.
- 12.3.11 The Supplier shall assist with the delivery of any relevant activities

within the Authority's BCDR Plan.

### 13 Service A12 - Quality Management Systems

- 13.1 The following Standards apply to this Service - SA12.
- 13.2 The Supplier shall have in place ISO 9001, ISO 14001, ISO27001 National Cyber Security Centre and Cyber Essentials plus Accreditation.
- 13.3 The Supplier shall either have in place ISO 55001, or a plan to achieve ISO55001, or apply the principles of ISO55001 to this Service, as defined in Annex K - Asset Management Statement of Requirements. The timelines for this requirement are to be discussed and agreed with the Authority during Mobilisation period.
- 13.4 The Supplier shall maintain such accreditation throughout the Service Period. The Supplier shall provide the Authority, within 48 hours, with evidence of its ISO and Cyber Essentials Accreditations upon request at any time during the Service Period.
- 13.5 The Supplier shall implement the required quality management plans in accordance with the ISO and Cyber Essential Accreditation, which shall include a proposed methodology to align with and support the Authority's existing quality management system, in accordance with Contract Schedule 9: Continuous Improvement.
- 13.6 The Supplier shall be responsible for undertaking an annual review of their management systems with the Authority to ensure compliance with all relevant ISO Accreditations and alignment to the Authorities management system therefore ensuring the management systems continue to be suitable, adequate, and effective.
- 13.7 The Supplier shall continuously report on the quality of the data held in its control. The Supplier may be required to provide access for data quality reporting tools to the Supplier's relevant system data storage.
- 13.8 The Supplier shall develop and agree their ISO quality audit programme with the Authority during the Mobilisation Period, in accordance with Contract Schedule 7: Mobilisation Services. The programme shall show registration body inspection visits, Authority Audits, internal Supplier assessor visits and audits delivered by independent bodies.
- 13.9 Where requested by the Authority the Supplier's quality management systems shall be accredited by the United Kingdom Accreditation Service (UKAS).
- 13.10 The Supplier shall support any Audit being undertaken on the Authority when requested and will also engage and support any Audit the Authority wishes to undertake on the Supplier. They will also provide a schedule and report on the assurance and Audit they are doing over their own Subcontractors.

### 14 Service A13 - Staff Management, Recruitment

## and Training

- 14.1 The following Standards apply to this Service - SA13.
- 14.2 The Supplier shall attract, recruit and retain Staff to deliver the required Services and any future expansion of the required Services.
- 14.3 The Supplier shall notify the Authority in the event of organisational changes to their existing structure who support the Authority, their plan (inc. timing) to fill resource gaps and interim plan until gaps are filled.
- 14.4 The Supplier shall recognise that the public sector in the UK is committed to the delivery of high quality public services and recognises that this is critically dependent on the provision of excellent management and leadership skills and a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 14.5 The Supplier shall recognise that public bodies in the UK have in place, are developing and / or are adopting fair work practices, which include:
  - 14.5.1 A fair and equal 'pay policy';
  - 14.5.2 Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of the UK's young workforce;
  - 14.5.3 Promoting equality of opportunity and developing a workforce, which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
  - 14.5.4 Supporting learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
  - 14.5.5 Flexible working (including for example practices such as flexitime and career breaks) and support for family friendly working and wider work life balance;
  - 14.5.6 Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give Staff an effective voice. The Authority finds collective agreements helpful when resolving people related issues such as pay and working conditions and would expect the Supplier to explain how they approach similar issues; and
  - 14.5.7 Effective equality, inclusion and diversity policies and procedures.
- 14.6 In order to ensure the highest Standards of service quality in this Contract the public bodies in the UK expect the Supplier to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package which drives effective management of recruitment and

retention of Supplier Staff with appropriate expertise to fulfil all requirements within this Scope. This might include a commitment to supporting the Real Living Wage where this is recommended by the Supplier within their proposal and included within Contract Schedule 3: Pricing Details.

- 14.7 The Supplier shall ensure that all Supplier Staff employed on the Contract receive appropriate induction, refresher and awareness training to ensure the successful and safe delivery of the Services. These shall include but not be limited to:
- 14.7.1 Health and safety (safe system of work) awareness;
  - 14.7.2 First Aid and accident reporting;
  - 14.7.3 COVID-19 or other infectious diseases health reporting and infection control related training;
  - 14.7.4 Customer care;
  - 14.7.5 SDP awareness;
  - 14.7.6 Quality management plan awareness;
  - 14.7.7 Fraud and bribery awareness;
  - 14.7.8 Waste management (e.g. Waste Hierarchies);
  - 14.7.9 Environmental and sustainability awareness;
  - 14.7.10 Equality, diversity and inclusion policies;
  - 14.7.11 Mental health awareness;
  - 14.7.12 Asbestos awareness;
  - 14.7.13 Legionella awareness;
  - 14.7.14 The Authority's organisational structure and ASCMs; and
  - 14.7.15 Authority's Competency Passport and working on Authority Premises.
- 14.8 The Supplier shall develop and maintain a training register for all Staff employed on the Contract and be responsible for maintaining appropriate Staff records and training records for all Supplier Staff. This register shall include the date of training attendance, next due dates for refresher training and minimum requirements for each role.
- 14.9 The Supplier shall ensure that the Authority has access to the training register at all times or upon request in order that the Authority can Audit competency and training records.
- 14.10 The Supplier shall be responsible for the provision of training and refresher training to Authority Staff including:
- 14.10.1 Use of CAFM and associated IT systems;
  - 14.10.2 Business processes;
  - 14.10.3 Health and safety;
  - 14.10.4 Use of fire-alarm testing and emergency systems; and
  - 14.10.5 Site induction training.

- 14.11 The Authority may require the Supplier to deliver bespoke training Services to Authority Staff. Costs for these shall be managed via Contract Schedule 4: Service Order and Projects.
- 14.12 The Supplier shall be responsible for maintaining records of any training provided to the Authority's Staff.
- 14.13 The Supplier shall work collaboratively with the Authority to identify secondment opportunities for Authority Staff to assist their personal development by:
- 14.13.1 Gaining hands on work experience;
  - 14.13.2 Receiving training;
  - 14.13.3 Gaining professional qualifications; and
  - 14.13.4 Gaining experience of work in the private sector.
- 14.14 The Supplier shall ensure that all Supplier Staff, who require permission to work in the United Kingdom in the role in question have current and appropriate immigration permission to do so before they commence employment. Further, the Supplier shall in all respects comply with its obligations under the Asylum and Immigration Act 1996, the Immigration Asylum and Nationality Act 2006 and the Immigration (Restrictions on Employment) Order 2007 (as applicable and amended) to check the right to work of each Supplier Staff in line with current Home Office requirements, including the completion of repeat right to work checks as required against Supplier Staff with time-limited permission to work in the United Kingdom. The Supplier shall provide the Authority with such evidence as it may request in order to verify such compliance. Any costs incurred through the completion of such right to work checks shall be the responsibility of the Supplier.
- 14.15 Any Supplier Staff who are employed in areas where they may have contact with children or vulnerable adults must be in receipt of an enhanced level disclosure or barring check in accordance with current legislation and guidance.
- 14.16 Any Supplier Staff who has not received the clearance required by the Authority, and who are required to be at the Authority Premises must be accompanied and always supervised by an individual who has the appropriate level of clearance.
- 14.17 The Supplier shall provide an induction programme for all Staff and for any relevant Authority Staff and participate in any relevant Authority induction programme.
- 14.18 The Supplier shall investigate where more than one (1) substantiated complaint is made against any individual member of its Staff within any Month. The Supplier shall take appropriate action to mitigate future reoccurrence and include the complaint and action taken in the Monthly performance reports as required through the Service Period.
- 14.19 Supplier Staff shall be suitably presented and wearing all required uniforms

and/or appropriate work wear (in line with the defined Standards). The Supplier shall be responsible for the provision of all equipment, work wear, uniforms and PPE for their Personnel for use on the Contract. The Supplier shall consider sustainability when defining uniform requirements and aim to avoid unnecessary waste through use of unbranded items, reuse from other contracts, return schemes for Staff changes, and/or sourcing items with high recycled content. The purchase of uniforms for Supplier Personnel shall comply with the relevant standards as detailed in the relevant Government Buying Standards: Sustainable procurement: the GBS for textiles and Client Policies.

- 14.20 The Supplier shall design, implement and operate a Competency Passport Scheme, as defined in Annex I – TASK Competency Passport Scheme. The Supplier shall design the scheme in collaboration with the Authority and other ASCMs during the Mobilisation Period and shall operate the scheme across the Authority's Premises.

## 15 Service A14 – Selection and Management of Subcontractors

- 15.1 The following Standards apply to this Service - SA14.
- 15.2 The Supplier is required to actively manage all aspects of Subcontractor involvement in the Contract to ensure that all Services received reflect that required under the Contract, and specifically that which is paid for. Key aspects of the role include the Services set out below:
- 15.2.1 Suitable and sufficient technical screening prior to engagement to ensure that the Subcontractor has the appropriate skills, training, experience and accreditation, where necessary, to provide the Service;
  - 15.2.2 Asbestos and water hygiene testing Contractors, Subcontractors and testing laboratories shall be certified by a United Kingdom Accreditation Service (UKAS) accredited certification body;
  - 15.2.3 Security system maintenance Supplier and / or all Subcontractors shall be certified by a United Kingdom Accreditation Service (UKAS) accredited certification body in accordance with the provisions of the National Police Chiefs Council (NPCC) Requirements for Security Systems (NACOSS/NSI or SSAIB) and all of the Authority's security screening requirements;
  - 15.2.4 Protecting the Authority's agreed contractual position and ensuring that the agreed allocation of risk is maintained and that value for money is achieved from the Contract;
  - 15.2.5 Ensuring that all Subcontractors operate to the Supplier's safe system of work and that all activities at the Authority's Premises are delivered in compliance with the Supplier's Health and Safety Policy statement, and Management Plan and all relevant Health and Safety legislation;

- 15.2.6 Performance monitoring against agreed KPIs is made available to the Authority as part of Monthly performance meetings and as and when required;
  - 15.2.7 Reporting requirements (Service A9 and Annex F – Reporting) where data is sourced from Subcontractors;
  - 15.2.8 As a minimum, the Supplier is to undertake an annual assessment of their supply chain capacity and overall delivery against supplier scorecard and their associated KPI's and delivery against all contract standards and processes, sharing the output with the Service Manager;
  - 15.2.9 Benchmarking and market testing of Services against the provision from other suppliers as part of any contract renewal, performance monitoring or at minimum every two (2) years;
  - 15.2.10 Problem solving and dispute (prevention and) resolution where issues exist;
  - 15.2.11 Auditing and inspecting the Subcontractors' work, ensuring that they comply with the contractual requirements on quality, health and safety, environmental and legislative requirements;
  - 15.2.12 Establish and maintain appropriate records and information management systems to record and manage the performance of the Subcontractors;
  - 15.2.13 Receiving, checking and authorising invoices for payment for additional Services;
  - 15.2.14 Ensure at all times, value for money works in line with agreed schedules of rate and where applicable industry norms;
  - 15.2.15 Monitoring Subcontractors' approach to rectifying Defects. All information from the above activities shall be available to the Authority on request within 48 hours; and
  - 15.2.16 Implementation of appropriate Supplier processes and procedures that enable the Subcontractors to consistently deliver the Service in accordance with the Authority's needs.
- 15.3 The Supplier shall take all reasonable steps to engage Small and Medium Enterprises (SMEs) and local supply chain partners as Subcontractors to strengthen regional supply chain resilience and reduce the impact of the Services on the environment.
- 15.4 The Supplier may enter into agreements with Subcontractors, consultants and suppliers, as well as utilising the Supplier's own resources. The Supplier shall provide a schedule of proposed Subcontractors for review by the Authority. The Authority reserves the right to veto any Subcontractor but shall not unreasonably do so. Any changes to Subcontractors during the Term of the Contract shall be subject to Authority Approval, which shall not be withheld unreasonably.
- 15.5 The Supplier shall report to the Authority on the number engagements held



with SMEs and the number of any appointed as Subcontractors within its normal reporting procedures.

- 15.6 The Services shall be delivered using suitably trained and qualified Staff. The Supplier is responsible for its directly employed Staff and Subcontractors, and shall ensure that they are properly trained, managed and supervised.
- 15.7 The Supplier shall ensure and evidence they reflect the KPIs, SLAs and contractual warranties of this Contract with any arrangements with their Subcontractors.
- 15.8 All Subcontractors, consultants and suppliers shall operate within the performance mechanism of the Supplier including but not limited to the Authority's Policies and procedures. The Supplier shall take full responsibility for the management of its Subcontractors, consultants and suppliers used to provide the Services and shall evidence that robust processes are in place to monitor their performance.
- 15.9 The Supplier shall ensure that all Subcontractors, consultants and suppliers carry adequate insurance and that they are legally and professionally compliant in all activities whilst operating at the Authority Premises.
- 15.10 The Services shall be delivered using suitably trained, competent and qualified Subcontractors staff. The Supplier shall design, implement and operate a Competency Passport Scheme, as defined in Annex I – TASK Competency Passport Scheme. The scheme will be required to cover all Supplier Staff, Subcontractors and other organisations/groups defined by the Authority.

## 16 Service A15 – Compliance

- 16.1 The following Standards apply to this Service - SA15.
- 16.2 The Supplier shall be responsible for ensuring that all Authority Premises remain safe, compliant and secure environments for all Authority Staff, including visitors / members of the public, and Supplier Staff.
- 16.3 The Supplier shall be responsible for developing and implementing a compliance management system that will ensure regulatory compliance is delivered and maintained at all times across all Authority Premises for all in-scope Services. The compliance management system shall incorporate the delivery of a Contract specific Compliance Management Plan across all Authority Premises.
- 16.4 The Supplier is required to comply with the following ,but not limited to: ;
  - 16.4.1 Statutory laws;
  - 16.4.2 Regulatory laws;
  - 16.4.3 National and International Standards;
  - 16.4.4 Approved Codes of Practice (ACOPs);
  - 16.4.5 HSE guidance notes;

- 16.4.6 Manufacturer's Instructions;
  - 16.4.7 UK HM Government policies (including devolved administrations);
  - 16.4.8 Sector specific requirements (e.g. Health Technical Memorandums);
  - 16.4.9 Lease requirements;
  - 16.4.10 Warranty requirements;
  - 16.4.11 Authority specific requirements;
  - 16.4.12 National Police Chiefs Council (NPCC) Security Systems Policy;
  - 16.4.13 Requirements of Police Scotland's Alarm Systems Policy; and
  - 16.4.14 PD6662 Scheme for the application of European standards for intrusion and hold-up alarm systems.
- 16.5 The Supplier shall ensure that;
- 16.5.1 CCTV Planned Preventative Maintenance activities must adhere to the requirements as set out in Annex L – Management of Statutory Compliance, PPMs and Work Delivery and any requirements detailed in other Schedules.
  - 16.5.2 Door access control Planned Preventative Maintenance activities must adhere to the requirements as set out in Annex L – Management of Statutory Compliance, PPMs and Work Delivery and any requirements detailed in other Schedules.
  - 16.5.3 The security systems maintainer must be a AMAG Symmetry Value Added Reseller or must be able to demonstrate that the Supplier will become a AMAG Symmetry Value Added Reseller. If the security systems maintainer intends to subcontract the AMAG Symmetry system maintenance, full details of the subcontract arrangement and the Subcontractor's compliance with the AMAG Symmetry Value Added Reseller program shall be provided to the Authority. As well as any other legacy security systems the Supplier must be able to demonstrate they can fully support the legacy AEGIS Systems used for access control and site open/close.
  - 16.5.4 The security system maintainer must be recognised by all UK police forces for the issue and maintenance of Police Unique Reference Numbers (URN's).
- 16.6 The Supplier shall provide digital certification rather than paper based /scanned solutions where practicable, integrating their own supply chain's systems.
- 16.7 The Supplier shall ensure that a planned programme of compliance activities agreed with the Authority are undertaken throughout the Service Period to ensure full compliance is achieved. These shall include but not be limited to:
- 16.7.1 Service Delivery audits;
  - 16.7.2 Management audits;

- 16.7.3 Subcontractor audits; and
- 16.7.4 Independent / external audits.
- 16.8 The Supplier shall ensure that all compliance related activities are recorded within the relevant SDP and are scheduled and recorded within the Supplier's CAFM System. The SDPs will be agreed with the Authority during the Mobilisation Period.
- 16.9 The Supplier shall ensure the Authority has full access to all compliance related documentation upon immediate request as and when required for the Authority's internal Audit processes.
- 16.10 The Supplier shall ensure that the Authority approves the appointment of any independent auditors and inspection bodies prior to the commencement of any works at the Authority Premises.
- 16.11 The Supplier shall allow the Authority to attend third party surveillance visits by its registration body throughout the period of the Contract.
- 16.12 The Supplier shall ensure that the results of the audits and inspections are made available to the Authority within four (4) weeks of completion of the audit and shall be recorded on the Supplier's CAFM System.
- 16.13 The Supplier shall always and immediately upon discovery notify the Authority when an Authority Premises becomes non-compliant at any time and/or for any reason.
- 16.14 The Authority may appoint an independent third party supplier to deliver an independent assessment of statutory compliance levels at Authority Premises. The Supplier shall work with the Authority and/or the independent third party supplier to discuss any findings and any subsequent recommendations upon completion of the assessment, including, where applicable, providing a Rectification Plan.
- 16.15 The Supplier shall ensure that their Compliance Management Plan is up-to-date and reflective of all re-enacted / new legislation and guidance to ensure regulatory compliance is not affected. During the Mobilisation Period, the Supplier shall provide to the Authority details of the process to identify and implement updated legislation and guidance.
- 16.16 Where re-enacted / new legislation has the potential to impact on Services, the Supplier shall notify the Authority immediately in writing, outlining their justification and impacts on the Services.
- 16.17 The Supplier shall provide assistance and information to the Authority and be responsible for arranging access to any Supplier held documentation as required for any independent Audits organised by the Authority at the Authority Premises upon request. These may include:
  - 16.17.1 National Audit Office;
  - 16.17.2 Specialist staff inspections including medical or logistics;
  - 16.17.3 Security Industry Authority;

- 16.17.4 Environmental Health inspection;
- 16.17.5 Trading Standards inspection;
- 16.17.6 All Statutory Legislative inspections;
- 16.17.7 Site inspections and compliance inspections and audits;
- 16.17.8 Parliamentary enquiries and questions; and
- 16.17.9 Freedom of information requests.
- 16.18 The Authority may require Building Research Establishment Environmental Assessment Methodology (BREEAM) in-use or similar assessment of the building's performance to be carried out at agreed intervals. This Service shall be provided upon request; costs will be managed via the Billable Works and Approvals process.
- 16.19 The Supplier shall maintain up-to-date, accurate metrics including cost and performance data within the HM Government's standard property reporting service, currently known as Property Information Mapping Service (e-PIMS), or its successor system, on its behalf where required by the Authority. Where this is a requirement, costs will be managed via the Billable Works and Approvals process.
- 16.20 The Supplier shall comply with the requirements of the Office for Government Property (OGP) for example: FM Services standard and FM Asset data standard, as developed by the Facilities Management (FM) strategy programme team for inclusion into the Government Functional Standard GovS004 where required by the Authority.
- 16.21 The Supplier shall work with the Authority and the Integrator to maintain an accurate target data model, inclusive of data dictionaries, data mapping between systems, data lineage, master Asset Register alignment (held by Integrator), incorporation of all relevant standards as required by the department. Refer to Annex H – Systems and Data for further detail.

## 17 Service A16 – Sustainability

PLEASE REFER TO WORK PACKAGE D

## 18 Service A17 - Social Value

### Social Value Objectives

- 18.1 The following Standards apply to this Service.
  - 18.1.1 The Public Services (Social Value) Act 2012 places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core Deliverables and Services outlined in the Specification Schedule of the

Contract.

- 18.1.2 This section is required to be read in conjunction with Work Package C – Social Value.
- 18.1.3 The Contract provides a means of embedding social value through enabling improvements such as community engagement, economic value and sustainable development as detailed in the Specification (Work Package C).
- 18.1.4 The Supplier shall work collaboratively with the Authority in adopting the Social Value Model outlined within Procurement Policy Note (PPN) 06/20, issued by the Cabinet Office and DCMS. The Supplier shall note the PPN applies to procurements covered by the Public Contracts Regulations 2015, and applies to all Central HM Government Departments, their Executive Agencies and Non-Departmental Public Bodies.

### **Social Value Themes**

- 18.2 The Supplier shall comply with the social value initiatives, proportionate and relevant to this Contract. The prioritised themes selected by the Authority are set out in the Contract Schedule 2 – Scope, Work Package C, and have been selected from the Social Value Model as outlined below;
- 18.3 In the event that something similar to the COVID-19 pandemic occurs the Supplier shall have processes which enable recovery, where the aim is to help local communities to manage the recovery from the impact of a COVID-19 type scenario, via the delivery of Services that:
  - 18.3.1 Support people and communities to manage and recover from the impacts (and in the case of COVID-19 or similar pandemic/scenario provide a focused support for those worst affected or who are shielding);
  - 18.3.2 Create employment, re-training and other return to work opportunities for those left unemployed by this type of scenario, particularly new opportunities in high growth sectors;
  - 18.3.3 Support organisations and businesses to manage and recover from the impacts of this type of scenario, including where new ways of working are needed to deliver Services;
  - 18.3.4 Support the physical and mental health of people affected by this type of scenario, including reducing the demand on health and care Services; and
  - 18.3.5 Improve workplace conditions that support the recovery effort including effective social distancing, remote working, and sustainable travel solutions.
- 18.4 Tackling Economic Inequality, where the aim is to create new businesses, new jobs and new skills and increase supply chain resilience and capacity via

the delivery of Services that:

- 18.4.1 Create opportunities for entrepreneurship and help new, small organisations to grow, supporting economic growth and business creation;
- 18.4.2 Create employment opportunities, particularly for those who place barriers for employment and/or those who are located in deprived areas;
- 18.4.3 Create employment and training opportunities, particularly for those in industries with known skill shortages or in high growth sectors;
- 18.4.4 Support educational attainment relevant to the Contract, including training schemes that address skill-gaps and result in recognised qualifications;
- 18.4.5 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support employment and skills opportunities in high growth sectors;
- 18.4.6 Create a diverse supply chain to deliver the Contract including new businesses and entrepreneurs, start-ups, SMEs, Voluntary, Community and Social Enterprises (VCSEs) and mutuals;
- 18.4.7 Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and Services;
- 18.4.8 Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity;
- 18.4.9 Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the Contract;
- 18.4.10 Demonstrate action to identify and manage cyber security risks in the delivery of the Contract including in the supply chain; and
- 18.4.11 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support resilience and capacity in the supply chain.
- 18.5 Fighting Climate Change, where the aim is to create effective stewardship of the environment via the delivery of Services that:
  - 18.5.1 Deliver additional environmental benefits in the performance of the Contract including working toward carbon net zero and reduced greenhouse gas emissions; and
  - 18.5.2 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support environmental protection and improvement.
- 18.6 Equal Opportunity, where the aim is to remove the disability employment gap and tackle workforce inequality via the delivery of Services that:
  - 18.6.1 Demonstrate action to increase the representation of disabled people in

- the Contract workforce;
- 18.6.2 Support disabled people in developing new skills relevant to the Contract, including through training schemes that result in recognised qualifications;
- 18.6.3 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support disabled people;
- 18.6.4 Demonstrate action to identify and tackle inequality in employment, skills and pay in the Contract workforce;
- 18.6.5 Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the Contract; and
- 18.6.6 Demonstrate action to identify and manage the risks of modern slavery in the delivery of the Contract, including in the Supplier's appointed supply chain.
- 18.7 Wellbeing, where the aim is to improve health and wellbeing and community integration via the delivery of Services that:
  - 18.7.1 Demonstrate action to support the health and wellbeing, including physical and mental health, in the Contract workforce;
  - 18.7.2 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support health and wellbeing, including physical and mental health;
  - 18.7.3 Demonstrate collaboration with users and communities in the codesign and delivery of the Contract to support strong integrated communities; and
  - 18.7.4 Influence staff, Suppliers, customers and communities through the delivery of the Contract to support strong, integrated communities.
- 18.8 The Supplier shall deliver measurable benefits in respect of the Social Value Themes identified in the Specification. The Authority reserves the right to review and revise the prioritised Social Value Themes with the Supplier at each annual review.
- 18.9 Suppliers shall take into account HM Government guidance when developing their contractual Social Value Plans with the Authority, which include but are not limited to:
  - 18.9.1 The Public Services (Social Value) Act 2012;
  - 18.9.2 The Well-being of Future Generations (Wales) Act 2015;
  - 18.9.3 The Equality Act 2010;
  - 18.9.4 The Outsourcing Playbook;
  - 18.9.5 Procurement Policy Note (PPN) 06/20;
  - 18.9.6 Procurement Policy Note (PPN) 01/21 (NI);
  - 18.9.7 Procurement Reform (Scotland) Act 2014;

- 18.9.8 The TOMs Social Value Portal; and
- 18.9.9 The National Themes Outcomes and Measures (TOMs) framework.
- 18.10 The Supplier shall be responsible for recording and reporting performance against the social value requirements as outlined by the Authority and may include but not be limited to:
  - 18.10.1 Utilisation of a social value procurement calculator, for example, the TOMs calculator; and
  - 18.10.2 Utilisation of the KPI Performance Measures outlined by the Authority.
- 18.11 The Supplier shall ensure the completion of social value outcomes are reported within the Authority's CAFM System or an alternative suitable reporting mechanism. The Supplier shall ensure that all social value performance reports are compiled and submitted to the Authority on a Quarterly basis in the format of the Social Value Plan.
- 18.12 The Supplier shall be responsible for ensuring that social value priorities are cascaded to all Supplier Staff and Supplier's supply Chain.

### **Social Value Plan**

- 18.13 The Social Value Plan, developed by the Supplier shall include agreed social value targets and milestones for the contract and initiatives that the Supplier shall deliver to achieve these targets. Progress on the delivery of the Supplier's Social Value Plan shall be submitted by the Supplier to the Authority every quarter.
- 18.14 The content, structure and format of the Social Value Plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision.
- 18.15 The Supplier shall submit a draft Social Value Plan for the Authority to approve, three (3) Months prior to the *starting date*. The Supplier shall work with the Authority to agree the final Social Value Plan within three (3) Months of the *starting date*. The Social Value Plan shall be updated annually in collaboration with the Authority, including a review of current performance and areas for continuous improvement.
- 18.16 The Authority reserves the right to amend the prioritised Social Value Themes and policy outcomes in relation to this contract and in alignment with the Social Value Model.
- 18.17 The Supplier shall;
  - 18.17.1 Ensure that the Social Value Plan is compliant with the Authority's social value requirements as detailed in the Specification Work Package C, the Social Value Model and in alignment with Procurement Policy Note (PPN) 06/20.
  - 18.17.2 Appoint a social value lead for the duration of the Contract Term who will be responsible for the delivery of the Social Value Plan and who will lead continuous improvement in this area and meet regularly with the



Authority.

18.17.3 Develop, maintain and implement the Social Value Plan in line with the Authority's requirements, which include but are not limited to:

18.17.3.1 Demonstrate an understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract;

18.17.3.2 Demonstrate delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract;

18.17.3.3 Demonstrate support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications;

18.17.3.4 Demonstrate activities to identify opportunities to open subcontracting under the contract to a diverse range of businesses, including:

- New businesses
- Entrepreneurs
- Start-ups
- SMEs
- VCSEs
- Mutuels

18.17.3.5 Detail measures to tackle inequality in employment, skills and pay in the contract workforce, using illustrative examples of:

- Inclusive and accessible recruitment practices, and retention-focussed activities, including retaining an aging workforce.
- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
- Working conditions which promote an inclusive working environment and promote retention and progression. Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
- Positive action schemes in place to address under-representation in certain pay grades.

18.17.3.6 Detail measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract, using illustrative examples of:

- Inclusive and accessible recruitment practices, and retention-focussed activities, including retaining an aging workforce.

- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
- Working conditions which promote an inclusive working environment and promote retention and progression. Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
- Positive action schemes in place to address under-representation in certain pay grades.

## 19 Service A18 - Carbon Net Zero Service

PLEASE REFER TO WORK PACKAGE D

## 20 Service A19 – Facilities Manager Role

- 20.1 The Supplier shall provide a Facilities Manager role for those Authority Premises identified within Annex B - Service Matrix encompassing the following requirements: site / building “ownership”; pro-active identification and escalation of site issues; site delivery and quality assurance; site customer relationship management and reporting; site compliance assurance; site health and safety leadership and assurance; utilities and sustainability; projects (on-site support and communication). The Facilities Manager role is described in further detail below.
- 20.2 The Facilities Managers will facilitate and support the successful delivery of all Authority Estates Services and activities at each site, not solely those services directly contracted to the Supplier.
- 20.3 As well as the requirements in the Facilities Manager role described below, the Supplier may also consider it appropriate that other, site related, activities could be undertaken by the Facilities Manager. This may include optimising the use of resource, aligned to the Supplier’s delivery approach, (such as site team management or delivery of other elements of the specification). Proposed changes to the role shall be raised and agreed with the Authority’s Service Manager.

### Resource Allocation

- 20.4 Site size, use, criticality and volume of activity and change, varies across the Authority’s Premises and the Authority anticipates that the amount of resource, and time, dedicated by the Facilities Managers to different Authority Premises in their portfolio would vary accordingly.
- 20.5 Corporate Hub Authority Premises and Corporate Plus Hub Authority Premises experience the highest level of activity and complexity. The table below provides the minimum anticipated required resource for these Authority

Premises on the estate.

<b>Authority Premise</b>	<b>Minimum Facilities Manager (FM) Resource Allocation</b>
London Caxton House	Fully dedicated FM and Assistant Facilities Manager (AFM) based on-site
Leeds Quarry House	Fully dedicated FM and AFM based on-site
Blackpool Peel Park	Fully dedicated FM and AFM based on-site
Sheffield Cavendish Court Sheffield Hartshead Square Sheffield Kings Court	1 FM and 1 AFM shared between these sites
Glasgow Atlantic Quay Watford Exchange House Dudley Pedmore House Basildon Great Oaks House Bromley Ty Taf, Treforest Birmingham Arena Central Manchester Hub	Ratio: 1 FM: (2/3) sites  Note: The expectation would be that the FM is allocated to only one of the listed sites plus one or two other less complex/ smaller buildings on the estate.
Jobcentre / other Authority Premises not referenced in this table	Requires a visible, regular on-site FM presence having good interaction with key stakeholders (Senior Responsible Officer, Authority building users, Estates Service Delivery Operations Team), and with sufficient resource to actively manage the site and their Authority customers.

## FM Performance

- 20.6 In order to ensure that the Facilities Manager is meeting the Authority's expectations they will be required to conduct a quarterly performance review / survey. Performance reviews shall be attended by the Authority, Senior Responsible Officer(s) and the Authority's Estates Service Delivery Operations Team, for the Authority Premises the Facilities Manager(s) are

Page 52 of 226

allocated to. This can be incorporated into the quarterly customer satisfaction feedback request detailed in Service A8.

- 20.7 The survey (to be developed during the Mobilisation Period) will provide feedback on service performance, visibility, and responsiveness of the Facilities Manager. Should feedback fall below agreed satisfactory levels, the Supplier shall be required to submit and agree with the Authority a Performance Improvement Plan to elevate performance to the required level prior to the next review.

### Skills and Qualifications

- 20.8 Facilities Managers shall require a broad knowledge and awareness of facilities management to enable them to fulfil their role. They will need to demonstrate sufficient seniority and authority to ensure Service Delivery meets the Authority's requirements across all Estates Services (including both hard and soft services, guarding, etc.).
- 20.9 The table below provides the Authority's expectation of the experience and qualifications required of the FM role:

Experience/ Qualifications
<ul style="list-style-type: none"> <li>• At least 3 years of experience in an FM role</li> <li>• Working towards and plan to achieve Level 4 Award IWFM or equivalent</li> <li>• IOSH Managing Safely or equivalent</li> </ul>



- 20.10 For those Staff transferring into the role from the Incumbent Supplier the Authority would expect them to work towards achieving these qualifications and level of experience within 24 Months of the *starting date*.
- 20.11 Facilities Managers who are allocated Corporate Hub and Corporate Plus Hub locations will be required to be capable of liaising with senior stakeholders due to the higher level of scrutiny from and communication with senior civil servant grades at these sites.

### Site / Building Ownership

- 20.12 The Supplier's Facilities Manager role shall deliver the following requirements in relation to site/ building "ownership":
- 20.12.1 Provides oversight of, facilitates, and supports all estates Services delivered at the site (regardless of the service provider) to ensure the smooth operation of the building, minimising disruption, and maximising the effectiveness and efficiency of the delivery of the services;
- 20.12.2 Develops a "one team" approach within the site Service Delivery teams and suppliers to deliver the common goal of the smooth operation of the building, minimising disruption and maximising the effectiveness and efficiency of the delivery of the services;

- 20.12.3 Acts as the point of contact for all Estates related services to the site (including Life Cycle Works (LCW) / Projects), for Authority building users / operators, Authority Estates teams, site service delivery teams or service delivery contractors;
  - 20.12.4 Understands the schedule of planned works and ensures all coordination/preparation is in place to deliver services on time, managing interfaces and impacts to site operations;
  - 20.12.5 Has oversight of and facilitates those tasks that are required to be undertaken out of hours (disruptive tasks, both planned and reactive) and ensures all coordination/ preparation is in place to deliver services (including site opening);
  - 20.12.6 Has a forward look of site activity including planned and scheduled tasks, project works and events managing/ coordinating interfaces and any impact on-site operations;
  - 20.12.7 Has oversight of site statutory and regulatory compliance, escalating and reporting issues to Authority Representatives and making interventions, where practicable, to prevent breaches of Asset/system statutory compliance due dates;
  - 20.12.8 Manages high priority and business critical tasks to resolution, including incident resolution aligned to the Estates Crisis Management Solution, monitors and reviews those that are at risk of breaching SLAs and communicates progress to the Authority (Senior Responsible Officers, Authority's Estates Service Delivery Operations Team) and the Integrator; and
  - 20.12.9 The FM will produce an annual management plan for each of the Authority Premises under their ownership. They shall identify any specific challenges for the site and its occupants and put a plan in place to address these and generally identify measures to improve the service levels at the building over the following 12 Months. This plan will be submitted to and approved by the Authority. The format and detail of the plan will be agreed during the Mobilisation Period.
- 20.13 The Supplier's Facilities Manager role shall deliver the following requirements in relation to the pro-active identification and escalation of site issues:
- 20.13.1 Both directly, through regular site inspections, and through the site delivery teams (including working closely with the site security teams), the Facilities Manager shall pro-actively identify issues/ faults on the site and drive the resolution of those issues with the site delivery teams and the supply chain;
  - 20.13.2 Pro-actively raise Work Orders through the Authority's CAFM System to resolve site issues for any problem type, encouraging members of the site delivery teams to do the same;
  - 20.13.3 Subject to the impact on-site, the Facilities Manager shall escalate issues to the appropriate persons within the Authority's organisation

such as the Estates Service Delivery Operations Team, Senior Responsible Officer, Asset Management team, Policy and Compliance team, Health and Safety team, Energy and Sustainability team. The escalation process will be determined during the Mobilisation Period;

20.13.4 Through the identification of issues, trends and feedback from the site, the Facilities Manager shall pro-actively identify solutions and development opportunities to improve Service Delivery on the site and communicate these to the Authority; and

20.13.5 Shall undertake an annual inspection of site finishes / aesthetics and communal fixtures, fittings and equipment, reporting issues to the appropriate Authority's Estates Service Delivery Operations Team member in accordance with pre-agreed criteria.

### **Site Delivery and Quality Assurance**

20.14 The Supplier's Facilities Manager role shall deliver the following requirements in relation to site Service Delivery and quality assurance:

20.14.1 Undertake regular site inspections (walk rounds) both independently and in-conjunction with the Authority (including Estates Service Delivery Operations Team), Senior Responsible Officers), trade union representatives etc), subject to their availability, to assess site condition and assure that works have been delivered and whether they meet the required quality standards. The Facilities Manager shall produce appropriate associated reports as required. Outputs and feedback from the site inspections to be agreed with the Authority during the Mobilisation Period;

20.14.2 Undertake at least a Monthly formal service audit and ensure any issues arising are addressed in a corrective action plan. The scope of service audit will be agreed with the Authority during the Mobilisation Period; and

20.14.3 Monitors and manage the performance of the Supplier's contracted services to ensure Service Delivery is delivered to the right quality standard.

### **Customer Relationship Management**

20.15 The Supplier's Facilities Manager role shall deliver the following requirements in relation to site customer relationship management and reporting:

20.15.1 Build and manage the local day to day relationships with the site Senior Responsible Officer and front-line Staff receiving the service;

20.15.2 Meet regularly and as required with the Senior Responsible Officer or their nominated lead to provide appropriate communication regarding ongoing service and building management issues and problems impacting on the customer;

20.15.3 Build relationships and manage communications with the Authority's

Estates Service Delivery Operations Team, to support escalation and resolution of issues; and

20.15.4 Meet as required with the Authority's Estates Service Delivery Operations Team representatives for the site to provide appropriate communication regarding ongoing service, maintenance and building management issues and problems impacting on the customer.

20.15.5 Attend site meetings as required such as, but not limited to:

20.15.5.1 Monthly operational review meetings, led by the Authority's Estates Service Delivery Operations Team, and report on-site Service Delivery. Agenda to be agreed during the Mobilisation Period;

20.15.5.2 The site "House Committee" meetings as required, led by the Authority Senior Responsible Officer to provide appropriate communication regarding ongoing service, maintenance and building management issues and problems impacting on the customer; and

20.15.5.3 Any other meetings as reasonably required by the Authority.

### **Site Compliance Assurance**

20.16 The Supplier's Facilities Manager role shall deliver the following requirements in relation to site compliance assurance:

20.16.1 Monitor and assure that site statutory and regulatory maintenance and inspections are undertaken and ensure delivery of agreed Remedial Works. Should issues be identified, the Facilities Manager shall drive the resolution of these through the site delivery teams and suppliers and raise as appropriate to the Authority's Estates Service Delivery Operations Team;

20.16.2 Ensure that building related information (both physical and electronic) (such as logbooks, local Asset Registers for child/parent (virtual) Assets, O&M manuals, drawings, policies, procedures, risk assessments, asbestos registers etc.) are up to date and complete, stored correctly and available/ accessible for all who need it;

20.16.3 Liaise with the Authority's Lease and Landlord Management supplier to obtain building information/ documents (including statutory documentation), from the Authority's Landlords when required;

20.16.4 Ensure that the relevant persons are aware of the location of documents and can access them;

20.16.5 Be the point of contact for contractors, Subcontractors and suppliers accessing/ undertaking works on the site to provide all relevant building information and site controls required to enable them to fulfil their undertakings (such as site fire risk assessments, water risk assessments, Asbestos Registers etc);



- 20.16.6 Ensure that the appropriate inductions (e.g., site specific, health and safety) and adherence to TASK Competency Passport Scheme (Annex I), have been undertaken with contractors, Subcontractor and suppliers attending site and the Supplier's Personnel, and that they have signed in and out within the site log book;
- 20.16.7 Collate information and provide responses to Authority's queries related to the site;
- 20.16.8 Monitor and assure that the appropriate safe systems of work are in place on the Authority Premises and that they are relevant, practical, and provide sufficient controls. This includes but is not limited to permits to work, where they are required to be appropriately authorised and utilised by competent individuals;
- 20.16.9 Be sufficiently skilled and competent and have the authority to halt works that are not able to demonstrate an appropriate safe system of work;
- 20.16.10 Ensure that site access control procedures are in place and policies are adhered to by those entering site. Including, for example, ensuring that sign in and out are taking place, asbestos registers are being reviewed and all personnel are aware of the site specific safety procedures and environmental risks;
- 20.16.11 Work in conjunction with the Security Services Supplier and the Authority to ensure that keys are only provided to authorised Supplier Staff and there is an appropriate process to ensure issued keys are returned and stored;
- 20.16.12 Have knowledge and awareness of building related risk assessments, strategies, and plans (such as the fire risk assessment, water risk assessment, Emergency Evacuation Plans, Asbestos Management Plans, Occupancy Assessments, environmental aspects, and impacts register). The Facilities Manager will, as part of their site inspections, check adherence to these documents and associated recommendations (for example making sure walkways clear and unrestricted) and raise issues and associated Work Orders to resolve; and
- 20.16.13 Support the Authority in the development, management and execution of the site incident management and Business Continuity / Disaster Recovery plans.

### **Health and Safety Leadership and Assurance**

- 20.17 The Supplier's Facilities Manager role shall deliver the following requirements in relation to site health and safety leadership and assurance:
  - 20.17.1 Support the production, update, and reviews of premises specific risk assessments. These assessments are existing documents that consider estates-based risks and their effect on building occupants



including the Authority's Staff, visitors, maintenance operatives etc. The Facilities Manager shall ensure they are available to stakeholders and monitor adherence. The Authority's Premises specific risk assessment will be reviewed as and when risk changes (such as a change in occupancy levels, change of use, new layout, changes to the Security Services Supplier risk assessment etc.) and at a minimum of an annual frequency;

20.17.2 The Authority Incident Coordinating Officer (ICO) shall organise six (6) Monthly site fire and bomb drills. The Facilities Manager shall ensure that these drills take place by communicating with the site ICO. The Facilities Manager shall support the Authority as necessary and check that the fire and bomb drill records has been completed before uploading to the CAFM System. They shall work with the ICO to identify, log and track any Remedial Works (including raising as Work Orders those required to be undertaken by the supply chain) and provide necessary support to ensure that these are remedied. The Facilities Manager shall support the Authority to update the fire and bomb drill procedures including those sections relating to the evacuation of supply chain personnel and Subcontractors;

20.17.3 There are a number of sites where the Facilities Manager will be responsible for additional duties, as described in the site fire and bomb procedures, including organising and managing the fire and bomb drills, the post drill debrief and actioning Remedial Works. Including, but not limited to:

- Caxton House
- Quarry House
- Peel Park
- Sheffield Hartshead Square
- Sites to be confirmed during the Mobilisation Period.

20.17.4 Co-operate with and provide information to the Authority in support of any enforcing Authority visit or visit by parties such as external Auditors, landlords, tenants, accident investigations etc related to the site(s); and support in the delivery of any subsequent actions arising from these visits;

20.17.5 To be present at any planned regulatory visits (such as Crown Premises Fire Inspector visits), supporting the Authority in providing information and in the delivery of any subsequent actions arising from these visits;

20.17.6 Undertake as a minimum quarterly site health and safety inspections, raising Remedial Work Orders and reporting findings/ recommendations to the Authority (Senior Responsible Officer and Estates Service Delivery Operations Team);

20.17.7 As part of the quarterly site health and safety inspection, the Facilities

Manager shall undertake a review of site safety equipment (such as, fire extinguishers, evacuation chairs, defibrillators and first aid kits) to ensure that they are functional and within expiry dates;

- 20.17.8 As part of their regular site walk arounds the Facilities Manager shall identify, report, and rectify (when able) site health and safety issues and raise Work Orders to the Integrator for resolution. Bad practice or behaviours (including by Authority Staff, suppliers, Subcontractors, Supplier Staff members etc) shall also be identified and raised to the Estates Service Delivery Operations Team;
- 20.17.9 Assist the Authority's site Representative in the development, update and review of site Emergency Evacuation Plans, access and egress statements and Personal Emergency Evacuation Plans, ensuring processes are in place for all site users including the Authority's suppliers and their Subcontractors. On an annual basis and following any significant change; and
- 20.17.10 Ensure that site health and safety notice boards are up to date and are displaying the required information (for example, Health and Safety Law Poster, Health and Safety Policy, fire wardens, first aiders, fire evacuation, ICO contact details etc) and coordinate any required corrective action.

### **Utilities and Sustainability**

- 20.18 The Supplier's Facilities Manager role shall deliver the following requirements in relation to utilities and sustainability:
  - 20.18.1 Respond to queries from the Authority relating to building performance, (energy (electricity / gas / oil), waste, water, F-Gas usage) identifying route cause and supporting the Authority to deliver remedial actions;
  - 20.18.2 Knowledge/ awareness of site BMS Policy, Strategy, and settings e.g., time schedules and set points. Maintain awareness of BMS settings and operation and actively identify and resolve any activity that may impact consumption and be in conflict with the BMS Policy (e.g., 24/7 heating, weekend settings etc.) in order to maintain internal conditions and improve energy efficiency;
  - 20.18.3 Knowledge of utilities supply infrastructure (serial numbers, locations) and ensure correct meter readings are undertaken when requested;
  - 20.18.4 As part of their regular site walk arounds, the Facilities Manager shall identify and report sustainability site issues and/or bad practice (such as dripping taps/ WCs constantly flushing, build-up of waste/ unwanted items on-site) and raise associated Work Orders to the Authority's Integrator for resolution;
  - 20.18.5 The Facilities Manager shall be consulted by Staff, suppliers and the Authority on any proposed adjustments to time schedules and temperature setpoints and escalate these within 24hrs of identification.

Any departures from agreed environmental parameters, as defined in the centralised BMS policy, are to be reported to the Authority to enable review and agreement or development of a plan to return to the original settings (if temporary in nature e.g., resulting from contractor works); and

- 20.18.6 The Facilities Manager shall, as part of their site walk rounds, ensure that the appropriate and up to date DEC/ EPC are displayed if applicable.

### **Projects (On-site Support and Communication)**

- 20.19 The Supplier's Facilities Manager Role shall deliver the following requirements in relation to projects activity on-site:

- 20.19.1 Support the Authority or the Authority's Representatives as and when required in developing project requirements (such as client user briefs) by providing relevant site information and constraints;
- 20.19.2 Attend, as required, site related projects meetings (including pre-start and handover meetings) as a key stakeholder for on-site projects (Life Cycle, Capex, minor works);
- 20.19.3 Be the point of contact for the Authority's project manager(s) and Project teams to provide relevant building information and site controls (such as site risk assessments, asbestos registers etc) required to enable them to fulfil their undertakings;
- 20.19.4 Ensure the development and provision of appropriate site inductions to projects suppliers;
- 20.19.5 Act as a conduit into the Supplier organisation, identifying and communicating any changes to BAU services, required due to the impact of the project, either before, during or after the project has been undertaken, such as PPM advances or delays, deliveries, future requirements etc;
- 20.19.6 Provide assurance that projects contractors are compliant with site requirements and ways of working (such as ensuring that temporary ways of working are followed); and
- 20.19.7 As part of their regular site inspections, identify potential projects on-site, escalating requirements via the Authority's Estates Service Delivery Operations Team.

### **Site Based Delivery Staff (including ASCMs)**

- 20.20 In order to provide on-site ownership, proactivity and responsiveness, the Supplier shall ensure capacity and capability is created across their Service Delivery solution, in particular ensuring on-site Supplier Staff providing services such as mail Services, cleaning services and maintenance Services are trained to support a "one team" solution. They will also ensure that other members of the supply chain such as on-site security guards are working to

support the Authority Premises in accordance with their contract including proactively reporting issues and supporting the delivery of low-risk Reactive Works

## 21 Service A20 - Governance

21.1 The Supplier is required to:

21.1.1 Adhere to Contract Schedule 15: Governance, which sets out the Authority's Governance Framework. The Governance Framework (to be agreed during Mobilisation) will include an agreed terms of reference, attendance, purpose, frequency, inputs, outputs, benefits and escalation channel. The Governance Framework outlines the forums the Supplier is required to attend.

## 22 Service A21 – Occupancy Assessments

22.1 The Supplier shall support the Authority to complete annual, Occupancy Assessments for each of the Authority's Premises, as detailed in Annex B - Service Matrix, including, but not limited to:

- 22.1.1 Assessments of the maximum capacity for a building for safe evacuation, based on the calculations set out in Approved Document B of the Building Regulations 2010;
- 22.1.2 Assessments of the electrical capacity and adequacy of the building;
- 22.1.3 Assessments of the ventilation capacity and adequacy of the building;
- 22.1.4 Assessments of the numbers and adequacy of welfare facilities of the building;
- 22.1.5 Assessments of the capacity of the building against numbers quoted within the fire risk assessment;
- 22.1.6 Support in determining building occupancy figures;
- 22.1.7 Review of occupancy levels against the requirements of Regulation 10 of the Workplace, (Health Safety and Welfare) Regulations 1992
- 22.1.8 For reference a copy of the current Occupancy Assessment form has been provided in Contract Schedule 30 Client Policies.

22.2 In addition to the annual Occupancy Assessment requirement the Supplier shall support the development of further Occupancy Assessments, as and when requested by the Authority. Any associated costs for these ad hoc requests will be managed via Contract Schedule 4: Service Order and Projects.

## 23 Systems and Data

23.1 During the Mobilisation Period, the Supplier shall provide confirmation of adherence to the Authority's Non-Functional Requirements, as set out in

Annex G to this Schedule.

- 23.2 The Supplier acknowledges and shall adhere to the additional information contained within Annex - H Systems and Data.
- 23.3 In order to inform the build of the Supplier's CAFM System, during the Mobilisation Period the Authority, along with the Supplier, will agree the application of the Authority's:
  - 23.3.1 Data dictionary;
  - 23.3.2 Service Matrix;
  - 23.3.3 Service hierarchy; and
  - 23.3.4 CAFM configuration to support the agreed Authority's Work Order process.

## Work Package B: Mobilisation Services

Service B1 - Contract Mobilisation – Refer to Contract Schedule 7: Mobilisation Services, for all Mobilisation Service requirements.

## Work Package C: Social Value

### 24 Service C1 - Social Value

#### **Social Value Objectives**

- 24.1 This Contract provides a means of embedding social value through enabling improvements such as community engagement, economic value and sustainable development.
- 24.2 The Supplier shall demonstrate they are committed to delivering and reporting the impact of social value throughout the Service Period. The Supplier shall deliver social value benefits specified by the Authority.
- 24.3 The Supplier shall comply with the specified Social Value Themes and policy outcomes and provide evidence of their commitment to social value relevant to this Contract. The Supplier shall demonstrate an ability and willingness to work with the Authority to further develop the Authority's social value requirements.
- 24.4 The Supplier shall submit a Social Value Plan (as part of the Social Value Service Delivery Plan detailed in Service A4 – Service Delivery Plans), detailing how initiatives will be delivered throughout the Service Period.
- 24.5 The Social Value Plan will be reviewed between the Authority and the Supplier on at least an annual basis. Following the annual review and in collaboration with the Supplier, the Authority reserves the right to amend the

Social Value Themes and policy outcome priorities in relation to this Contract, and in alignment with the Social Value Model.

- 24.6 The prioritised Social Value Themes and policy outcomes the Authority has applied to this Contract are as follows:
- 24.6.1 Tackling Economic Inequality (Employment): Create new businesses, new jobs and new skills;
  - 24.6.2 Tackling Economic Inequality (diverse supply chains): Increase supply chain resilience and capacity;
  - 24.6.3 Equal Opportunity: Tackling inequality in the contract workforce supporting in-work progression; and
  - 24.6.4 Further detail on these are set out in the next paragraphs.

### **Social Value Theme: Tackling Economic Inequality (Employment)**

- 24.7 Policy Outcome: Create new businesses, new jobs and new skills.
- 24.8 Model Award Criteria MAC2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
- 24.9 The Supplier must implement effective measures to deliver the following benefits throughout the Contract Term;
- 24.9.1 Demonstrate an understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the Contract, including;
    - Demographics
    - Skills shortages
    - New opportunities in high growth sectors
    - Groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges
  - 24.9.2 Demonstrate delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract.

### **Social Value Theme: Tackling Economic Inequality (diverse supply chains)**

- 24.10 Policy Outcome: Increase supply chain resilience and capacity.
- 24.11 Model Award Criteria MAC 3.1: Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
- 24.12 The Supplier must implement effective measures to deliver the following benefits through the contract;
- 24.12.1 Demonstrate activities to identify opportunities to open subcontracting

under the contract to a diverse range of businesses, including:

- New businesses
- Entrepreneurs
- Start-ups
- SMEs
- VCSEs
- Mutuals

### **Social Value Theme: Equal Opportunity (1 of 2)**

24.13 Policy Outcome: Tackling inequality in the contract workforce.

24.14 Model Award Criteria MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

24.15 The Supplier must implement effective measures to deliver the following benefits through the Contract;

24.15.1 Detail measures to tackle inequality in employment, skills and pay in the contract workforce, using illustrative examples of:

24.15.1.1 Inclusive and accessible recruitment practices, and retention-focussed activities, including retaining an aging workforce;

24.15.1.2 Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships;

24.15.1.3 Working conditions which promote an inclusive working environment and promote retention and progression. Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions; and

24.15.1.4 Positive action schemes in place to address under-representation in certain pay grades.

### **Social Value Theme: Equal Opportunity (2 of 2)**

24.16 Policy Outcome: Supporting in-work progression.

24.17 Model Award Criteria MAC 6.2: Support in-work progression to help people including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.

24.18 The Supplier must implement effective measures to deliver the following benefits through the Contract;

24.18.1 Detail measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract, using illustrative examples of:

24.18.2 Inclusive and accessible recruitment practices, and retention-focussed activities, including retaining an aging workforce.

24.18.3 Offering a range of quality opportunities with routes of progression if

appropriate, e.g. T Level industry placements and students supported into higher level apprenticeships.

24.18.4 Working conditions which promote an inclusive working environment and promote retention and progression. Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.

24.18.5 Positive action schemes in place to address under-representation in certain pay grades.

24.19 The Supplier shall:

24.19.1 Maintain and embed their social value principles, policies and procedures as they apply to the Services requested in this Contract;

24.19.2 Develop, deploy and maintain appropriate management and Staffing levels to ensure all social value policies, principles and practices as they apply to the Services requested in this Contract are in place;

24.19.3 Ensure compliance with all of HM Government and the Authority's social value policies, targets and procedures (including any re-enactments and changes to HM Government and/or the Authority's Policies) and act upon the instructions of the Authority should there be a change in the social value requirements; and

24.19.4 Ensure all Supplier appointed Subcontractors and supply chain Staff understand and are fully aware of the agreed social value requirements, policies, initiatives and procedures; and support delivery of the agreed Social Value Plan.

## Work Package D: Sustainability

Service "A16 – Sustainability" and Service "A18 – Carbon Net Zero" (All content previously in Sections A16 and A18 and required under this Contract is now incorporated into this Work Package D.)

### 25 Service D1 - Sustainability Management Plan

25.1 The Supplier shall develop, maintain and implement a Sustainability Management Plan (developed during the Mobilisation Period and maintained as per paragraphs 5825.5 and 5825.6 of this section), in line with the Authority's sustainability requirements, which include but are not limited to:

25.1.1 The Greening Government Commitments 2021-2025;

25.1.2 Net Zero by 2050; and

25.1.3 targets contained within the 25 year Environment Plan.

25.2 The Supplier shall ensure that the Sustainability Management Plan is compliant with the Government Buying Standards for purchased/ procured goods and services in alignment with the Greening Government



### Commitments 2021-2025.

- 25.3 The Supplier shall appoint a sustainability lead for the Contract who will be responsible for delivery of the Sustainability Management Plan and will lead continuous improvement in this area, including working with the Authority to review and implement any requirements arising from any such policy papers which may supersede the Greening Government Commitments 2021-2025.
- 25.4 The Supplier shall collaborate with the Authority to agree sustainability targets and milestones for the Contract during Mobilisation. (and maintained as per paragraphs 25.5 and 25.6 of this section) The initiatives that the Supplier shall deliver to achieve these targets, are to be included in the Sustainability Management Plan. The Supplier shall produce and issue a quarterly report to the Authority demonstrating progress against targets identified in the Sustainability Management Plan.
- 25.5 The Sustainability Management Plan shall be updated at minimum annually in collaboration with the Authority, including a review of current performance and areas for continuous improvement. Updates may also be required during the year where there are legislative, statutory or Authority policy changes that impact the latest Sustainability Management Plan.
- 25.6 The content, structure and format of the Sustainability Management Plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision. Examples of the Authority's 'Sustainability Management Plan' and 'Carbon and Water Management Plan' have been provided.<sup>2</sup>
- 25.7 The Sustainability Management Plan shall include separate plans, specific to the Authority's Estate, outlining the Supplier's approach to:
- Carbon net zero;
  - Energy management;
  - Water management;
  - Waste management;
  - Environmental management;
  - Biodiversity management; and
  - Climate change management.
- 25.8 Details of requirements for each management plan is provided under the relevant service section below.
- 25.9 The Supplier shall support the Authority with their mandatory sustainability reporting which will include reporting on the Greening Government Commitments and any other reporting requirements that come into force during the contract. An example of the sustainability data required, including units and frequency, is provided in Annex F – Reporting Requirements, but is

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<sup>2</sup> Documents can be found in Contract Schedule 30.

subject to change.

## 26 Service D2 - Carbon Net Zero

- 26.1 The following Standards apply to this Service – SD2.
- 26.2 The Supplier shall recognise the UK Government's target to reduce the UK's Nationally Delivered Contribution (NDC) under the Paris Climate Agreement and the following targets set to reduce the UK's greenhouse gas emissions:
  - 26.2.1 to reduce greenhouse gas emissions by at least 68% by 2030 compared to 1990 levels;
  - 26.2.2 to reduce greenhouse gas emissions by at least 78% by 2035 compared to 1990 levels; and
  - 26.2.3 to achieve carbon net zero by 2050 compared to 1990 levels.
- 26.3 The Supplier shall work with the Authority to support meeting any internal targets that the Authority chooses to set for itself, in addition to national targets.
- 26.4 The Supplier shall take account of and comply with the Authority's Carbon Strategy and Action Plan and its targets and commitments under the Greening Government Commitments.
- 26.5 The Supplier shall ensure they have suitably qualified Staff employed on the Contract to assist the Authority on their road to decarbonization, this may include but not be limited to personnel with energy management experience and low carbon specialists.
- 26.6 The Supplier shall have its own organisational carbon net zero strategy and shall comply with the following requirements for carbon reporting, and any subsequent company carbon reporting requirements should they come into force during the Service Period:
  - 26.6.1 The Supplier shall be compliant with all legal obligations outlined within the Streamlined Energy and Carbon Reporting (SECR) Regulations 2018 across all Scope 1, 2 and 3 reporting measures;
  - 26.6.2 In addition to the legal requirements, the Supplier shall be responsible for issuing details of their Carbon Reduction Plan (CRP) to the Authority on an annual basis;
  - 26.6.3 Where the Supplier is not required to complete the mandatory reporting, the Authority requires that the Supplier adopt a voluntary reporting regime covering at least Scope 1 and 2 and as much of Scope 3 as possible;
  - 26.6.4 The Supplier shall ensure the reporting methodology follows the GHG protocol and is closely aligned with ISO 14064 / PAS 2050 and 2060 standards; and
  - 26.6.5 The Supplier shall obtain and share with the Authority carbon data used by the Supplier to deliver the Service and details of the carbon net

zero requirements the Supplier has for their Subcontractors in relation to the delivery of the Service.

26.7 The Supplier shall also provide contract specific carbon reporting, detailing all emissions associated with the delivery of the Services to support the Authority with their Scope 3 carbon emissions. The scope and format of this carbon reporting shall be agreed with the Authority during Mobilisation and shall align with any future Government requirements for Scope 3 reporting. Contract specific carbon emissions reporting may contain for example:

26.7.1 Transport emissions associated with delivery of supplies to Authority Premises;

26.7.2 Transport emissions associated with travel of Supplier Personnel between Authority Premises; and

26.7.3 Use of fuel for works at Authority Premises e.g. diesel generators or fuel powered equipment.

26.8 The Supplier shall be required to obtain prior Approval from the Authority where it plans to appoint Subcontractors to measure and report on greenhouse gas emissions associated with the Service. Refer to Section A14 – Subcontractors, of this Specification Schedule.

26.9 The Supplier, and their Subcontractors, shall ensure that they cooperate fully and work collaboratively with the Authority and ASCMs where the Authority requests that the carbon emissions calculation methodology being applied by the Supplier be independently verified.

26.10 The Supplier shall ensure that all data in relation to greenhouse gas emissions / carbon net zero related KPI measures are recorded within the CAFM System and/or through a dedicated carbon reporting approach agreed with the Authority during the Mobilisation Period.

26.11 The Supplier shall develop, maintain and implement a contract specific carbon net zero plan for the Authority's Premises in line with the Authority's carbon net zero requirements to form part of the overarching Sustainability Management Plan. This will include but not be limited to:

26.11.1 Collaborating with the Authority to agree carbon reduction targets, with milestones, for the Contract and initiatives the Supplier shall deliver to achieve these targets;

26.11.2 Identification of areas for Scope 1 and 2 carbon reduction through the Service on the Authority's Premises via smart FM solutions to reduce energy consumption, emissions and impacts from poorly performing Assets and / or building infrastructure, and efficient / best practice operations;

26.11.3 Identification of areas for Scope 3 carbon reduction through indirect Supplier activities related to the contract e.g. use of low carbon transport, optimised delivery schedules, or using alternative fuels for work equipment;

- 26.11.4 Identification of dedicated carbon reduction infrastructure projects across the Authority's Premises to improve performance and reduce emissions, that could be implemented given the required funding.
- 26.11.5 Consideration of latest technology, innovation and best practice to identify opportunities for carbon reduction across the Authority's Premises;
- 26.11.6 Development of a carbon net zero measurement and reporting capability to report reductions achieved from actions taken or projects delivered as part of the carbon net zero plan;
- 26.11.7 The carbon net zero plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
- 26.11.8 The content, structure and format of the carbon net zero plan shall be agreed between the Authority and the Supplier during Mobilisation and before each annual revision; and
- 26.11.9 The Supplier shall submit the carbon net zero plan for the Authority's Approval.
- 26.12 The Authority may require specific carbon net zero Services to assist them on their journey to carbon net zero. These could include but not be limited to:
  - 26.12.1 Delivery of carbon net zero site surveys and issue of reports;
  - 26.12.2 Delivery of whole life carbon assessments for Assets;
  - 26.12.3 Delivery of carbon net zero innovation and investment plans; and
  - 26.12.4 Delivery of carbon net zero projects. These could include but not be limited to:
    - 26.12.4.1 Carbon benchmarking;
    - 26.12.4.2 Clean and renewable energy solutions;
    - 26.12.4.3 Asset replacement / retrofit schemes (e.g. installation of electric heat pumps, BMS installation / upgrade, smart metering and smart lighting solutions);
    - 26.12.4.4 Use of intelligent software to monitor working conditions (e.g. lighting levels, office temperatures);
    - 26.12.4.5 Use of intelligent systems to aid with the delivery of smarter cleaning, energy usage and maintenance solutions;
    - 26.12.4.6 Use of intelligent systems to aid with the management of hybrid working;
    - 26.12.4.7 Use of new technology, to include CCTV, movement sensors, drones and robotic solutions, to support the delivery of Services where appropriate; and
    - 26.12.4.8 Use of automated room booking systems and technology to maximise efficient use of facilities at the Authority Premises and

to monitor space utilisation.

- 26.12.5 Expert technical and professional advice service on all matters relating to greenhouse gas emissions and carbon net zero for each Authority Premises including but not limited to HM Government policy, compliance, benchmarking, reporting regimes and exploring opportunities associated with potential new initiatives and industry best practice; and
- 26.12.6 Where requested by the Authority, these Services will be managed via Contract Schedule 4: Service Order and Projects.

## 27 Service D3 - Energy Management

### 27.1 The Supplier shall:

- 27.1.1 Take account of and comply with the Authority's Energy Strategy and Action Plan and its targets under the Greening Government Commitments and any subsequent HM Government policy;
- 27.1.2 Work with the Authority to meet external and internal targets for reducing energy consumption;
- 27.1.3 Ensure that all energy-consuming plant under its jurisdiction or control (e.g. HVAC) is maintained to operate at optimum efficiency and in accordance with the Authority's BMS Strategy and Equipment Maintenance Strategies. All fuels, gas, and electricity are used economically; reference service E11 - Building Management System (BMS) Maintenance and the Equipment Maintenance Strategy – BMS (Annex U – Equipment Maintenance Strategies);
- 27.1.4 Monitor and record readings (at minimum Monthly) of heating oil where present at an Authority Premises and be responsible for reporting consumption figures Monthly via the CAFM System and directly to the Authority's Energy Bureau. The Supplier shall be responsible for ordering additional supplies of heating oil, the Authority's nominated-supply chain, when required and in sufficient time to prevent any loss of service at an Authority Premises, maintaining at least 25% level at all times. The Supplier shall be responsible for confirming receipt of heating oil deliveries and reporting this to the Authority's Energy Bureau with the volume delivered and updated reading; and
- 27.1.5 Provide a Monthly meter reading service (to include taking digital photos of meters) at all Authority Premises with manual electricity and gas meters, in line with Annex B - Service Matrix, and be responsible for reporting meter readings Monthly via the Authority's CAFM System and directly to the Authority's Energy Bureau and/or utility supplier. Monthly meter readings shall be recorded on the Authority's CAFM System as a scheduled task. Additionally, the Supplier shall provide ad hoc meter reads at the Authority's request at any Authority Premise when required (e.g. due to faulty automatic meter read or utility supplier

request etc.) (included within the Charges).

- 27.2 The Supplier shall be responsible for delivering the Authority's centralised Building Management System (BMS) Strategy across all Authority Premises. This will involve but not be limited to:

27.2.1 Developing local BMS strategies for each site which outline how to apply and implement the centralised strategy applicable to the control systems present on each site for heating, cooling, lighting, and ventilation. The local BMS strategies shall be reviewed and updated when any HVAC equipment is changed to ensure it remains applicable;

27.2.2 Implementing the centralised and local BMS strategies by ensuring all heating, cooling, lighting, and ventilation equipment at all Authority's Premises are programmed and maintained to the correct settings in line with the strategies. Any building activity that creates a need to change settings to ones that conflict with the local BMS Strategy shall be reported to the Authority;

27.2.3 Ensuring all Staff working in building management on the Contract are sufficiently trained to the required competency level, and are familiar with and understand how to implement the centralised BMS Strategy and provide six (6) Monthly refresher training on the BMS Strategy for all relevant personnel;

27.2.4 Holding licenses for, having trained personnel in the use of, and managing any software associated with BMS systems that is used at Authority Premises (e.g. Invasion);

27.2.5 Supporting the Authority in actively monitoring energy use data, in collaboration with the Authority's Energy Bureau, for all Authority Premises on a fortnightly basis to identify abnormalities and energy spikes and enable reactive energy management to be conducted. In particular, the Supplier shall respond to queries from the Authority for any properties identified as having irregular or abnormally high energy consumption and shall support with identifying root causes and solutions to return to normal consumption; and

27.2.6 Supporting the Authority in reviewing and updating the centralised BMS Strategy annually, to align with latest best practice, innovation, and estate technology.

- 27.3 Where any Authority Premise does not have a BMS or sufficient controls available to implement the centralised BMS Strategy, the Supplier shall undertake Monthly checks of energy-consuming plant to optimise energy efficiency on-site in balance with ensuring suitable comfort levels and align with the principles and settings included in the BMS Strategy wherever possible. This will include but not be limited to:

27.3.1 Adjusting thermostatic radiator valves;

27.3.2 Setting boiler temperatures;

- 27.3.3 Adjusting ventilation and cooling systems power; and
- 27.3.4 Switching off lights in unoccupied areas and out of hours
- 27.4 The Supplier shall have in place ISO 50001 Accreditation and shall ensure:
  - 27.4.1 That they maintain such accreditation throughout the duration of the contract;
  - 27.4.2 That they provide the Authority with evidence of its ISO 50001 Accreditation upon request at any time during the Contract; and
  - 27.4.3 That they support the Authority's existing or planned ISO 50001 Accreditation and its related systems and processes for delivering continuous improvement.
- 27.5 The Supplier shall develop, maintain and implement a contract specific energy management plan for the Authority's Premises in line with the Authority's energy management requirements, and aligned with the principles of ISO 50001, to form part of the overarching Sustainability Management Plan. This will include but not be limited to:
  - 27.5.1 Collaborating with the Authority to agree energy reduction targets, with milestones, for the contract and initiatives the Supplier shall deliver to achieve these targets;
  - 27.5.2 Identification of areas for energy reduction through wider Service via better building management, smart FM solutions, identification of poorly performing Assets and / or building infrastructure, efficient / best practice operations, and behavioural campaigns;
  - 27.5.3 Identification of dedicated energy management improvement projects across the Authority's Premises to improve performance and reduce energy bills, that could be implemented given the required funding.
  - 27.5.4 Consideration of latest technology, innovation and best practice (e.g. CIBSE benchmarking) to identify opportunities for energy reduction across the Authority's Premises;
  - 27.5.5 Development of an energy reduction measurement and reporting capability to report reductions achieved from actions taken or projects delivered as part of the Energy Management Plan;
  - 27.5.6 Periodic on-site energy audits of the highest consuming buildings.
  - 27.5.7 The Energy Management Plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
  - 27.5.8 The content, structure and format of the Energy Management Plan shall be agreed between the Authority and the Supplier during Mobilisation and before each annual revision; and
  - 27.5.9 The Supplier shall submit the Energy Management Plan for the Authority's Approval during the Mobilisation Period.
- 27.6 The Authority may require specific energy consultancy services to assist them

in meeting energy targets and to support applications for funding. These could include but not be limited to:

- 27.6.1 Development of energy efficiency plans;
  - 27.6.2 Energy benchmarking; and
  - 27.6.3 Delivery of energy efficiency projects.
- 27.7 Where requested by the Authority, these Services will be managed via Contract Schedule 4: Service Order and Projects.
- 27.8 The Supplier shall ensure and agree with the Authority that appliances and other energy-using products purchased for the Contract meet the energy efficiency requirements detailed in the Authority's Design Standards, unless the appliance or product is not:
- 27.8.1 Cost-effective over the lifecycle of those products;
  - 27.8.2 Economically feasible to buy the product because of substantial additional upfront costs. This is a strict test and small additional upfront costs are not sufficient to allow a deviation from the default product;
  - 27.8.3 Technically suitable;
  - 27.8.4 Consistent with wider sustainability objectives; and/or
  - 27.8.5 Viable within the constraints of effective competition of purchasing equipment.

## 28 Service D4 – Water Management

- 28.1 The Supplier shall take account of and comply with the Authority's Water Strategy and Action Plan and its targets and commitments under the Greening Government Commitments and any subsequent HM Government policy.
- 28.2 The Supplier shall be aware of and comply with existing and future water related statutory requirements and legislation put in place by any relevant Central HM Government Body.
- 28.3 The Supplier shall take responsibility for the management of all Authority Premises water consumption and efficiency and shall work with the Authority to meet external and internal targets for reducing water consumption, which shall be reported upon annually as part of the Water Management Plan.
- 28.4 The Supplier shall support the Authority in actively monitoring water use data for all Authority Premises on a fortnightly basis to identify abnormalities and potential leaks and enable reactive water management to be conducted. In particular, the Supplier shall respond to queries from the Authority for any properties identified as having irregular or abnormally high water consumption and will support with identifying root causes and solutions to return to normal consumption.
- 28.5 The Supplier shall develop, maintain and implement a Contract specific Water Management Plan for the Authority's Premises in line with the Authority's



water management requirements, to form part of the overarching Sustainability Management Plan. This will include but not be limited to:

- 28.5.1 Collaborating with the Authority to agree water consumption reduction targets, with milestones, for the Contract and initiatives the Supplier shall deliver to achieve these targets;
  - 28.5.2 Monitoring water usage across the Authority's Premises to identify leaks and/or excessive usage and setting up processes for reactive measures to reduce consumption in such instances;
  - 28.5.3 Identification of initiatives or dedicated projects across the Authority's Premises to improve efficiency and reduce water consumption, that could be implemented given the required funding. This could include but not be limited to low flow devices, smart controls, behavioural campaigns, and grey water reuse schemes;
  - 28.5.4 Consideration of latest technology, innovation and best practice to identify opportunities for water reduction across the Authority's Premises;
  - 28.5.5 Development of a water reduction measurement and reporting capability to report reductions achieved from actions taken or projects delivered as part of the Water Management Plan;
  - 28.5.6 The Water Management Plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
  - 28.5.7 The content, structure and format of the Water Management Plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision; and
  - 28.5.8 The Supplier shall submit the Water Management Plan for the Authority's Approval during the Mobilisation Period.
- 28.6 The Supplier shall provide a Monthly meter reading service (to include taking digital photos of meters) at all Authority Premises with manual water meters, in line with Annex B – Service Matrix, and be responsible for reporting meter readings Monthly via the CAFM System and directly to the Authority's utility supplier. Monthly meter readings shall be recorded on the Authority's CAFM System as a scheduled task. Additionally, the Supplier shall provide ad hoc meter reads at the Authority's request for any Authority Premises when required (e.g. due to faulty automatic meter read or utility supplier request etc.) included within the Charges).
- 28.7 The Supplier shall manage the Authority's water management software if required by the Authority in order to provide all reports and volumetric data relating to water.

## 29 Service D5 – Waste Management

- 29.1 The Supplier shall take account of and comply with the Authority's Waste

Strategy and Action Plan and its targets and commitments under the Greening Government Commitments and any subsequent HM Government policy.

- 29.2 The Supplier shall take responsibility for waste management and work with the Authority to strive to meet external and internal targets for the reduction of waste, increase of recycling, and minimisation of waste to landfill, which shall be reported upon annually as part of the Waste Management Plan.
- 29.3 The Supplier shall develop, maintain and implement a contract specific Waste Management Plan for the Authority's Premises in line with the Authority's waste management requirements, to form part of the overarching Sustainability Management Plan. This will include but not be limited to:
- 29.3.1 Collaborating with the Authority to agree waste targets, with milestones, for the contract and initiatives the Supplier shall deliver to achieve these targets;
  - 29.3.2 Monitoring waste performance across the Authority's Premises to identify any abnormal increases and setting up processes for reactive measures to reduce waste production in such instances;
  - 29.3.3 Identification of initiatives or dedicated projects across the Authority's Premises to improve waste management and increase recycling, that could be implemented given the required funding. This could include but not be limited to changes to waste stream separation, improve bin and signage provision, and behavioural campaigns;
  - 29.3.4 Consideration of latest technology, innovation and best practice to identify opportunities for waste minimisation across the Authority's Premises;
  - 29.3.5 Development of a waste measurement and reporting capability to report improvements achieved from actions taken or projects delivered as part of the Waste Management Plan;
  - 29.3.6 The Waste Management Plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
  - 29.3.7 The content, structure and format of the Waste Management Plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision; and
  - 29.3.8 The Supplier shall submit the Waste Management Plan for the Authority's Approval during the Mobilisation Period.
- 29.4 Where a catering Service is provided, the Supplier shall develop a food Waste Management Plan if required by the Authority, in accordance with the best practice Standard of the food and catering GBS and the "Hospitality and Food Service Agreement" developed by Waste and Resources Action Programme's (WRAP).
- 29.5 The Supplier shall collect and dispose of all waste in line with the waste

hierarchy and best practice. The following waste hierarchy shall apply:

- 29.5.1 Eliminate;
  - 29.5.2 Reduce;
  - 29.5.3 Re-use and repair;
  - 29.5.4 Recycle or compost;
  - 29.5.5 Recover (energy recovery); and
  - 29.5.6 Dispose.
- 29.6 The Supplier shall provide a waste report for each Month to the appropriate Authority's Representative and cumulatively year-to-date. The waste report shall include:
- 29.6.1 Site by site breakdown;
  - 29.6.2 Waste volumes in tonnes;
  - 29.6.3 Waste stream / material type (general waste, dry mixed recycling, food, hygiene, paper, furniture etc.) including European Waste Catalogue (EWC) code;
  - 29.6.4 Waste disposal destination (reused, recycled, landfill, energy from waste, composted etc.); and
  - 29.6.5 Identification of whether data is actual or estimated volumes.
- 29.7 The Supplier shall be responsible for checking all raw data from waste carriers and investigating and correcting any errors before including it in their waste report to the Authority. The Supplier shall make all raw data from waste carrier available to the Authority upon request.
- 29.8 A full audit trail of waste management (or duty of care documentation) shall be maintained by the Supplier including records of all waste collections, waste transfer notes, licences, and other relevant documentation compliant with the Environment Agency guidelines. Records shall be made available to the Authority promptly (within five (5) Working Days) upon request.
- 29.9 Waste streams for general office waste shall be separated at a minimum into general waste, dry mixed recycling, and classified paper at every site with separate food waste provided at selected sites specified by the Authority (at minimum all sites with a catering service). Each waste stream disposed in the most appropriate way aligned with the waste hierarchy.
- 29.10 Additional specialist waste streams (e.g. hazardous, clinical, feminine hygiene, WEEE, furniture and bulky waste) may be required as regular collections and / or ad hoc requests. Requirements for additional waste streams shall be reviewed in line with site activities and provided additionally where demand identified. Detailed requirements for each waste stream are provided in Work Package M: Waste Services.
- 29.11 Waste collection schedules (waste streams, number and size of bins, and frequency) shall be established in collaboration with the Authority during the Mobilisation Period based on individual site waste volume data and reviewed

(at minimum) on an annual basis to ensure they reflect latest site waste types and volumes and that they maximise efficiency. Results of this review shall be included in the Waste Management Plan.

- 29.12 When a new Authority Premises is opened or major change to an Authority Premises occurs, the Supplier shall create an initial waste collection schedule based on the size/occupancy/type of site and normalised waste data from the whole estate. The initial schedule shall be reviewed after three (3) Months to confirm the final schedule.
- 29.13 The Supplier shall maintain a record of all waste collections and provide it Monthly to the Authority, identifying any missed collections and their reasons so they can be investigated and measures put in place to prevent them from happening again.
- 29.14 The Supplier shall ensure all Supplier Staff responsible for handling waste are provided with waste awareness training on the Waste Hierarchy, the specific waste streams used on the contract, what materials can be disposed in each waste stream, the Authority's standard approach to bin provision, and processes for reporting poor waste management practices or requesting changes to bin provision or waste collection services. Awareness training will be provided for all new Staff on induction and refreshed at minimum every six (6) Months.
- 29.15 When working with waste carriers, the Supplier shall:
- 29.15.1 Ensure that waste carriers at the Authority's Premises remain authorised with the Environment Agency at all times and that they renew their waste carrier licences promptly. The Supplier is responsible for obtaining copies of waste carrier licences and providing to the Authority upon request. If at any time the waste carrier's licence or an environmental permit is withdrawn or revoked, the Supplier must inform the Authority immediately and cease any further movement of waste with said waste carrier until they become authorised again;
  - 29.15.2 Work with waste carriers to minimise transport carbon emissions by optimising collection schedules, use of well maintained, low emission vehicles, and/or other innovative measures as they become available;
  - 29.15.3 Ensure that all Subcontractors staff responsible for collecting waste are trained and adhere to the Authority's Health and Safety and Environmental Policies;
  - 29.15.4 Work with waste carriers to ensure waste disposal follows the Waste Hierarchy and the most sustainable final destination is chosen – identifying opportunities for reuse, ahead of recycling, ahead of recovery, ahead of landfill;
  - 29.15.5 The Supplier shall facilitate meetings between the Authority and waste carrier at the Authority's request; and
  - 29.15.6 Conduct an annual audit of all waste carriers used to assure their service and data provided.

- 29.16 For any construction, fit out, refurbishment or other project works completed (detailed in Work Package S), the Supplier shall be required to develop a site Waste Management Plan and record and report all waste arisings, their volumes, and disposal routes to the Authority.

## 30 Service D6 - Environmental Management

### Environmental Compliance

- 30.1 The Supplier shall have in place ISO 14001 Accreditation and shall ensure:
- 30.1.1 That they maintain such accreditation throughout the duration of the Contract;
  - 30.1.2 That they provide the Authority with evidence of its ISO 14001 Accreditation upon request at any time during the Contract;
  - 30.1.3 That they develop and implement a contract specific environmental management plan in accordance with the ISO 14001 Accreditation, in collaboration with the Authority during the Mobilisation Period. The Environmental Management Plan shall include identification of all environmental aspects, impacts and legislation relevant to the Authority's Premises and the Service across these Premises and proposed methodology for their management;
  - 30.1.4 That they maintain the Environmental Management Plan, keeping it up to date with changes to Authority Premises in relation to the Service. The Environmental Management Plan shall be updated at minimum annually in collaboration with the Authority, to ensure compliance with ISO 14001 (or current edition) and the management systems continue to be suitable, adequate, and effective, including identification of actions for continuous improvement;
  - 30.1.5 That they support the Authority's existing or planned ISO 14001 Accreditation and its related systems and processes for delivering continuous improvement;
  - 30.1.6 That they develop and agree an assurance programme for their Environmental Management Plan with the Authority during Contract Mobilisation Period. The programme shall show registration body inspection visits, Authority Audits, internal Supplier assessor visits and audits delivered by independent bodies; and
  - 30.1.7 That where requested by the Authority, their environmental management system shall be accredited by the United Kingdom Accreditation Service (UKAS).

### BREEAM

- 30.2 The Supplier shall ensure that where they have a responsibility to deliver project works on behalf of the Authority, all new buildings meet the BREEAM or equivalent schemes 'excellent' standard, and that retrofits meet the 'very

good' standard.

- 30.3 The Supplier shall provide the availability of a professional BREEAM assessor service, provided by licensed BREEAM assessors on all matters relating to the BREEAM assessment of the Authority Premises if required by the Authority. This Service shall be upon request and by mutual agreement between the Authority and the Supplier and be managed via the Contract Schedule 4: Service Order and Projects process. The scope of any advice provided shall cover all 10 BREEAM categories. (energy, health and wellbeing, innovation, land use, materials, management, pollution, transport, waste, and water)
- 30.4 The Supplier shall notify the Authority in writing of the potential implications of not implementing the recommendations of any advice given.

### **Materials**

- 30.5 The Supplier shall be required to work with Subcontractors to minimise the amount of packaging actually used, encourage packaging reuse or take back schemes, and prioritise use of recyclable materials in packaging.
- 30.6 The Supplier shall proactively work to increase the sustainability of all products and materials they procure on behalf of the Authority. This shall include but not be limited to:
- 30.6.1 Reducing overall quantity of materials used through efficient operations and stock management and ordering in bulk sizes where appropriate;
  - 30.6.2 Using reusable or refillable containers where appropriate;
  - 30.6.3 Avoiding single use plastics;
  - 30.6.4 Selecting products that have high % recycled content and that are also recyclable at end of life, wherever practicable; and
  - 30.6.5 The Supplier shall work with Subcontractors to encourage the increase of recycled content and recyclability of materials and products they supply.

### **Timber**

- 30.7 The Supplier shall procure all timber and timber products from responsible sources in accordance with the UK Government Timber Procurement Policy or be recycled. No timber shall be procured if it is protected by international agreements such as the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES).
- 30.8 All timber and wood derived products must be compliant with all relevant UK legislation e.g. EU Timber Regulations and with the requirements of the CITES.
- 30.9 The Supplier shall ensure that procedures are established to monitor and verify the procurement of all timber products and so ensure HM Government policies are adhered to. The information collected by the Supplier must

include: the type of evidence used to verify compliance (Category A or Category B), if Category A the chain of custody certificate number and confirmation that the invoice and delivery note specifies Category A (FSC or PEFC) for each relevant product and chain of custody number; and volume data. CPET can provide templates for gathering this information (for example the name of the plantation that provided the timber; a copy of the forestry policy held by the plantation; shipping documents confirming the timber Supplier obtained the timber from that source; and volume data). This shall be held by the Supplier until requested by the Authority.

- 30.10 The Supplier shall ensure all timber is treated in accordance with the relevant British Standard.
- 30.11 The Supplier shall reduce paper usage through behavioural change and the use of dedicated technologies. This shall include Suppliers and Subcontractors prioritising digital ways of working over paper-based systems, wherever possible, and setting up their systems to default to double-sided printing when using the Authority's systems.

### **Hazardous Materials**

- 30.12 The Supplier shall avoid the use of hazardous substances including substances which are radioactive, flammable, explosive, toxic, corrosive, biohazardous, oxidisers, asphyxiates, pathogens or allergens.
- 30.13 On the occasions where there are no alternatives, hazardous materials must be stored, used and disposed of in accordance with the instructions of the product Control of Substances Hazardous to Health (COSHH) Regulations and all relevant legislation. All hazardous substance storage units must have appropriate spill kits provided for the nature and volume of substances stored. Principles of good control practice (as detailed by the HSE) must be followed when selecting hazardous substances.
- 30.14 The Supplier shall ensure that all internal finishes, including solvents and paints are inert and meet best practice Standards for using low levels of Volatile Organic Compounds (VOC) during their manufacture.
- 30.15 The Supplier shall use products that contain low levels of solvents or are solvent-free, such as water-based paints, varnishes and/or glues.
- 30.16 The Supplier shall prohibit the use of lead-based paints and primers.
- 30.17 All materials procured for the buildings shall contain or have been produced using no Ozone Depleting Potential (ODP) or Global Warming Potential (GWP) compounds.
- 30.18 All refrigerants used within the Authority's Premises shall have a Global Warming Potential (GWP) of less than five (5). The Supplier shall proactively work to replace refrigerants with lower GWP alternatives as they become available, wherever practicable, and will maintain an F-Gas register listing all fugitive gases present on the Authority's Premises with their volumes and report any carbon emissions associated with escapes/recharge works to the

Authority at minimum quarterly for reporting against the Greening Government Commitments.

- 30.19 All equipment containing refrigerants shall be monitored and maintained in line with all relevant legislation, with this process detailed within a dedicated maintenance strategy. Records and output reports shall be stored securely and linked to the space location and componentry associated to the Asset through the Asset information requirements.
- 30.20 No chlorofluorocarbons (CFCs) shall be used upon the Authority Premises in line with the Montreal Protocol. The Supplier shall also prohibit the use of hydro-chlorofluorocarbons (HCFCs). If equipment containing these materials is detected upon the Authority's Premises, the Supplier shall maintain and/or phase out this equipment in line with the relevant legislation.
- 30.21 The Supplier shall ensure that the Authority is notified of all accidental emissions of ozone depleting substances and fluorinated greenhouse gases in equipment for which it is responsible.

## 31 Service D7 – Biodiversity

- 31.1 The Supplier shall provide all services, in particular any soft landscaping services, in alignment with the Authority's Nature Recovery Plan and biodiversity targets. The Authority is currently developing a Nature Recovery Plan which will be made available during Mobilisation. The Nature Recovery Plan will reflect the requirements upon the Authority from the GGC's Nature Recovery target and the Environment Act. All services shall be conducted in a way that aims to conserve and enhance biodiversity of the immediate and surrounding environment.
- 31.2 Detailed requirements for soft landscaping services and how biodiversity should be considered throughout is provided in 'Work Package G: Landscaping Services'.
- 31.3 The Supplier shall develop, maintain and implement a contract specific Biodiversity Management Plan for the Authority's Premises in line with the Authority's biodiversity requirements, to form part of the overarching Sustainability Management Plan. This will include but not be limited to:
  - 31.3.1 Collaborating with the Authority to agree biodiversity targets, with milestones, for the contract and initiatives the Supplier shall deliver to achieve these targets;
  - 31.3.2 Identification of initiatives or dedicated projects across the Authority's Premises to conserve and enhance biodiversity, that could be implemented given the required funding. This could include but not be limited to increasing native and pollinator species in any planting activities, planting species rich hedgerows or wildflower areas, or installing biodiversity features such as bird boxes;
  - 31.3.3 Consideration of latest technology, innovation and best practice to



identify opportunities for biodiversity enhancement across the Authority's Premises;

- 31.3.4 Development of a biodiversity measurement and reporting capability to report improvements achieved from actions taken or projects delivered as part of the Biodiversity Management Plan;
- 31.3.5 The Biodiversity Management Plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
- 31.3.6 The content, structure and format of the Biodiversity Management Plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision; and
- 31.3.7 The Supplier shall submit the Biodiversity Management Plan for the Authority's Approval during the Mobilisation Period.

## 32 Service D8 - Climate Change Resilience and Adaptation

- 32.1 The Supplier shall provide all Services in alignment with the Authority's climate change risk assessment and Adaptation Action Plan. All Services shall be conducted in a way that aims to reduce risk to climate change.
- 32.2 The Supplier shall provide the Service to support the Authority's climate change risk assessment, Adaptation Action Plan, and flood risk assessment. This includes but is not limited to:
  - 32.2.1 Ensuring Supplier Staff and Subcontractors are aware of and understand local business continuity and emergency plans related to climate change risks and carry out their required role if an alert is received;
  - 32.2.2 Ensuring Supplier Staff and Subcontractors are aware of and understand site specific Flood Risk Plans and carry out their required role outlined in the plans; and
  - 32.2.3 Ensuring effective management of heating, cooling, and water facilities at all Authority Premises in line with the energy management and water management requirements previously outlined in this Work Package to mitigate extreme weather conditions.
- 32.3 The Supplier shall ensure the overarching Sustainability Management Plan contains a dedicated section on climate change management in line with the Authority's climate change adaptation requirements. This will include but not be limited to:
  - 32.3.1 Review of latest climate change risks, as identified in the Authority's climate change risk assessment, to identify those relevant to the Service and actions that can be taken through the delivery of the Services to mitigate such risks;

- 32.3.2 Identification of additional initiatives or dedicated projects across the Authority's Premises to reduce risk to climate change, that could be implemented given the required funding;
- 32.3.3 Consideration of latest technology, innovation and best practice to identify opportunities for climate change adaptation across the Authority's Premises;
- 32.3.4 Development of a reporting mechanism to report actions taken or projects delivered as part of the Climate Change Management Plan;
- 32.3.5 The climate change resilience and adaptation plan shall be updated at minimum annually in collaboration with the Authority, including a review of the current performance and areas for continuous improvement;
- 32.3.6 The content, structure and format of the climate change resilience and adaptation plan shall be agreed between the Authority and the Supplier during the Mobilisation Period and before each annual revision; and
- 32.3.7 The Supplier shall submit the climate change resilience and adaption plan for the Authority's Approval within the Mobilisation Period.

## Work Package E – MAINTENANCE SERVICES

### 33 Service E: Maintenance Services

- 33.1 This Work Package E shall be read in conjunction with the Annexes and documents, as below:
- Annex I – TASK Competency Passport Scheme
  - Annex J - Fire Safety Management Plan
  - Annex K - Asset Management Statement of Requirements
  - Annex L - Management of Statutory Compliance, PPMs and Work Delivery
  - Annex M - Legal and Policy Register
  - Annex N - Permit to Work
  - Annex O - Lifts and Escalators Statement of Requirements
  - Annex P - Management of CDM for Facilities Management
  - Annex Q - Risk Assessment for FM Activities
  - Annex R - Water Policy
  - Annex S - Asbestos Management Plan
  - Annex T - Backlog Clearance Project Statement of Requirements
  - Annex U - Equipment Maintenance Strategies:
    - Equipment Maintenance Strategy – BMS
    - Equipment Maintenance Strategy – Portable Appliance Testing and Microwave Emissions
    - Equipment Maintenance Strategy – Gas Systems
    - Equipment Maintenance Strategy – Lifting Access Equipment
    - Equipment Maintenance Strategy – Air Handling Units

- Equipment Maintenance Strategy – Electrical Installations
- Equipment Maintenance Strategy – Fabric Assets
- Equipment Maintenance Strategy – Fans
- Equipment Maintenance Strategy – Mechanical Systems
- Equipment Maintenance Strategy – Pressure Systems
- Equipment Maintenance Strategy – Ventilation
- Equipment Maintenance Strategy – Water Systems
- Equipment Maintenance Strategy – Refrigeration Systems including Chillers
- Equipment Maintenance Strategy – Pumps
- Equipment Maintenance Strategy – Fire Protection Systems
- Equipment Maintenance Strategy – Fire Alarms and Associated Systems
- Equipment Maintenance Strategy – Security Systems
- Asset Register and PPM Schedule Control Procedure

### **General Maintenance Requirements**

- 33.2 The Supplier shall provide a comprehensive PPM system in accordance with SFG20 or (if not applicable), with Good Industry Practice and standards defined by the Authority in Annex L - Management of Statutory Compliance, PPMs and Work Delivery and Annex K - Asset Management Statement of Requirements.
- 33.3 All Planned and Reactive Maintenance related activities shall take place during the Operational Working Hours of the Authority Premises, which vary from location to location (refer to Annex B - Service Matrix for full list). There will be further occasions when delivering maintenance activities within Operational Working Hours is not suitable, therefore flexible alternative arrangements shall be agreed by the Authority and maintenance schedules shall be revised to reflect these. See Annex L - Management of Statutory Compliance, PPMs and Work Delivery for details of typical planned disruptive tasks. Following all site works, the work site shall be left in a clean and tidy condition with all waste materials removed, temporary facilities/fencing/signage and tools removed. All redundant equipment shall be removed and disposed or recycled where possible. This includes water pipework deadlegs created during the course of the works which shall also be removed and made good as part of the works. Redundant equipment shall only be left in place on Approval, in writing, by the Authority.
- 33.4 All Assets replaced due to end of life, failure or obsolescence shall be replaced in accordance with the Authority's Design Standards and other related technical documents.
- 33.5 All Work Orders shall be described in sufficient detail to enable the scope of work to be cost estimated using schedules of rates. Therefore, Work Order descriptions shall include details of the work required, extent of the work and

unit of measure. For example, '5 linear meter of 25mm insulation to copper pipe, 42mm pipework to be replaced.'

- 33.6 On identification of the requirement for Remedial Works and Reactive Works, the Supplier shall carry out an initial survey to assess the requirements and determine the scope of the works (activities to be undertaken, resources, equipment and materials) to resolve the Remedial Works or Reactive Works.
- 33.7 For the avoidance of doubt, the Supplier shall be responsible for all design requirements associated with all facilities management activities (i.e. all PPM, Reactive and Remedial Works) unless instructed otherwise by the Authority.
- 33.8 The Supplier shall be required to deliver a programme of work to clear the backlog of maintenance activities (PPMs, Reactive and Remedial Works) during the first 12 Months post *starting date*. See Annex T - Backlog Clearance Project Statement of Requirements.
- 33.9 The Supplier shall be required to:
- 33.9.1 Review existing Authority drawings within the Mobilisation Period;
  - 33.9.2 As required, provide quality drawings in line with Authority Design Standards/guidelines and upload into Integrator system;
  - 33.9.3 Carry out gap analysis as a desktop exercise on existing site drawings and report findings with recommendations; and
  - 33.9.4 The costs for this service shall be managed via the Billable Works and Approvals process.

### **Planned Preventative Maintenance**

- 33.10 The Supplier shall be responsible for the delivery of all Planned Preventative Maintenance Services and shall ensure that statutory compliance as per SFG20 is achieved and maintained at all Authority Premises. The Service shall be inclusive of the delivery of all statutory inspections, risk assessments (except fire risk assessments, water risk assessments, asbestos surveys and periodic condition surveys of asbestos), written scheme of examination and insurance inspections as required to achieve full statutory compliance at Authority Premises.
- 33.11 The Supplier shall be responsible for ensuring all Planned Preventative Maintenance activities and Services are fully compliant with all COVID-19 (or other infectious diseases) related legislation and best practice guidelines issued by UK Government.
- 33.12 The Service shall recognise Authority requirements in regard to the delivery of Planned Preventative Maintenance that may be in addition to or in replacement of SFG20 requirements, warranty requirements and landlord tenancy agreements that exist at the Authority Premises. The Supplier shall be responsible for ensuring these additional requirements are fully captured in the Planned Preventative Maintenance regime and managed via the CAFM System in accordance with the Asset information requirements to ensure that

all Services are delivered in full compliance with the Authority's legal, statutory and lease obligations. In particular, the Supplier shall ensure, that where the manufacturer's maintenance requirements or warranty requirements specified are greater than the SFG20 requirements, these additional tasks are incorporated into the Asset PPM regime.

- 33.13 Where SFG20 is not applicable to a Planned Preventative Maintenance activity or where the Authority has specified bespoke requirements for the maintenance of systems and / or Assets are applicable, the Supplier shall be responsible for the creation of discretionary PPM task instructions to meet the Authority's requirements in accordance with the specified technical standards. The Supplier shall ensure that these discretionary PPM activities are approved by the Authority prior to their addition to the PPM schedules and upload to their CAFM System.
- 33.14 The Supplier shall seek Approval from the Authority for enhancements and/or modifications to SFG20 PPM management regimes where they are likely to impact on the overall costs for maintenance Services e.g. changes in PPM task frequencies. Where the Authority agrees the implementation of the change, they will be managed via the compensation event procedure.
- 33.15 The Supplier shall ensure that the PPM schedules capture the requirements outlined within the Authority's Quality Management Plan and Sustainability Management Plan.
- 33.16 Where agreed with the Authority, the PPM schedule shall include any agreed maintenance approach, such as business-focussed maintenance (BFM), condition based maintenance (CBM), remote monitoring etc. Any revised PPM regimes shall be reflected within the Supplier's PPM programme and shall be managed via the Supplier's CAFM System and interfaced to the Authority's CAFM System.
- 33.17 The Supplier shall provide installation work associated with PPM and Reactive Maintenance Works and Billable Works without compromising the integrity of any historic or protected Authority Premises and in a manner so as to avoid damage. Prior to carrying out work to a historic Authority Premises, the Supplier shall undertake a written scheme of investigation, prepare a method statement and safe system of work and discuss their proposal with the Authority to seek formal Approval to proceed with any works.
- 33.18 PPM tasks shall be generated through the CAFM Work Order system in advance. The Supplier shall work to the annual PPM programme and ensure an annual PPM schedule for the current year is available on the CAFM System for each respective Authority Premises in accordance with the following process:
- 33.18.1 Not less than twelve (12) weeks prior to the start of an annual Planned Preventative Maintenance programme, the Supplier shall provide the Service Manager with a proposed annual Planned Preventative Maintenance programme. The programme shall include adjustments to

ensure that two or more coinciding PPMs on the same Asset or Asset family are managed in accordance with the suppression requirements defined in Annex L - Management of Statutory Compliance, PPMs and Work Delivery;

- 33.18.2 The Authority will notify the Supplier of any comments within two (2) working weeks of receipt;
  - 33.18.3 The Supplier shall revise the proposed annual Planned Preventative Maintenance programme to take account of the Authority's comments;
  - 33.18.4 The Supplier shall then resubmit the proposed annual Planned Preventative Maintenance programme to the Authority not less than eight (8) weeks prior to the start of the annual PPM programme; and
  - 33.18.5 Changes to the PPM plan shall be made as and when they occur - due to the volume and nature of the activities occurring on the premises this plan shall be dynamic. These changes shall be managed by the Supplier and updated in the CAFM.
- 33.19 In the absence of any comments from the Authority, the Supplier is in no way relieved of any of its obligations under this Contract Schedule 2: Scope including this PPM Strategy and the supplementary documents referenced at "30 Service E: Maintenance Services".
- 33.20 The Supplier shall maintain Assets leased to or leased by the Authority in accordance with the requirement of the lease or as specified by the Authority. All Planned Preventative Maintenance regimes will be approved by the Authority prior to upload on the CAFM System and undertaking any works.
- 33.21 The Supplier shall prioritise work on the CAFM System in accordance with Annex E - Service Delivery Response and Rectification Times and make any proposed improvements and adjustments (optimise the delivery of works) to suit availability of resources.
- 33.22 The annual PPM programme shall detail the frequency, schedule of tasks, input requirements and maintenance Standards (e.g. SFG20 task code) to be applied and resource requirements for all Services.
- 33.23 The Supplier shall ensure they operate a safe system of work in accordance with their Health and Safety Policy, the Annex N, Estates Permit to Work system, Annex P - Management of CDM for the Service and that risk assessments are developed in accordance with Annex Q - Risk Assessment, update and maintain a site specific risk assessment and shall include the following:
- 33.23.1 Asset criticality;
  - 33.23.2 Any relevant equipment manufacturers' recommendations;
  - 33.23.3 Industry standard specification;
  - 33.23.4 The Supplier's experience of similar equipment and Services; and
  - 33.23.5 The risk to and/or impact upon the business that could result from

failure of the Asset.

33.23.6 The Supplier shall ensure that:

33.23.7 The PPM works task sheet (instruction set issued to the Supplier's Staff or appointed Subcontractors) clearly identifies the Asset type, location, SFG20 task instruction set and frequency or if not applicable, details of the work required and frequency as defined and agreed with the Authority;

33.23.8 The PPM instruction task sheet shall list the activities required to be undertaken during the PPM in accordance with the agreed SFG20 regime (or alternative where relevant) and each activity will be initialled on completion. Where the maintenance regime (SFG20 or other) determines it is necessary, the same task sheet shall also be used to record any observations, checks and measurements made. Where more than one PPM coincides to be undertaken at the same visit, each task sheet shall be completed individually and attached to the Work Order on completion;

33.23.9 New and emerging digital technology shall be used by the Supplier and their Subcontractors wherever possible and practicable to ensure that the data held in the CAFM is as current as possible;

33.23.10 All replacement items, to include consumable items, Assets and associated component parts, which are required to satisfactorily maintain the Services, are to be of the same manufacturer, quality and type or better as provided for the original installation and shall comply with the latest design standards;

33.23.11 Details of all warranties and associated maintenance and/or inspection requirements associated with new and replacement items installed at Authority Premises by the Supplier are fully recorded within the CAFM System and the CAFM System shall raise alerts when Work Orders are raised against an Asset with a valid warranty;

33.23.12 The Service associated with the maintenance of Assets and/or systems under warranty are delivered in strict accordance with the warranty requirements at all times;

33.23.13 Where instructed by the Authority, replacement items, to include parts, Assets and associated components shall be subject to a whole lifecycle carbon assessment; and

33.23.14 Where the Supplier replaces Asset(s), they shall ensure that the change process is managed in accordance with the Asset Register and PPM Schedule Control procedure<sup>3</sup> and the requirements of Annex K - Asset Management Statement of Requirements.

33.24 Where instructed by the Authority, the Supplier may be required to provide

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<sup>3</sup> See document "General Procedures-4-Asset Register and PPM Schedule Control v2.0" in the Contract Schedule 30

extended warranties on newly installed Assets / systems at Authority Premises.

- 33.25 The Supplier shall be responsible for the safekeeping and storage of any materials that may be directly delivered to the Authority Premises, including other site specific critical spares as agreed with the Authority. The Supplier shall maintain a current, updated list of spares held on behalf of the Authority with full technical specification, costs and the location.
- 33.26 The Supplier shall plan access arrangements for restricted areas in accordance with operational requirements in order to avoid being denied entry and delaying the execution of the Services. In multi-occupancy buildings, the Supplier shall liaise with landlords, landlord's representatives and other relevant parties to ensure that the method statements are aligned with all of the building users in respect of the Service. The Supplier shall liaise with the Authority's Keyholder/Guarding supplier to ensure out of hours arrangements are in place to avoid delaying planned works.
- 33.27 The Supplier shall agree with the Authority during Mobilisation the process relating to the retention of all statutory and mandatory certificates and related documentation.
- 33.28 The Supplier shall provide expert and technical advice on all maintenance matters upon the request of the Authority and shall provide expert representation for the Authority in the event of disputes with third parties,
- 33.29 The Supplier shall provide, when requested, all information requested by the Authority to demonstrate PPM and Remedial Works completion and compliance. The Supplier shall ensure sufficient resource availability to respond to such requests for information within five (5) Working Days. This will include (but is not limited to):
- 33.29.1 Details of Subcontractors selection/screening, checks on the Supplier's Subcontractors competency and qualifications;
  - 33.29.2 Competency and qualifications of the Supplier's employees, accreditation status of the Supplier and their Subcontractors;
  - 33.29.3 Technical reports/certificates;
  - 33.29.4 Incident reports;
  - 33.29.5 Site sign in books demonstrating attendance and records of works completed;
  - 33.29.6 Photographs of completed works; and
  - 33.29.7 PPM task sheets indicating work carried out, by whom and the date undertaken etc.
- 33.30 The Supplier shall ensure that they provide technical oversight and coordination of all activities on each of the Authority's Premises. This will require technical resources within the Supplier's organisation who are familiar with the annual PPM programme, documentation status, outstanding Remedial Works, outstanding Reactive Works, lifecycle management and



general technical issues on the Authority's Premises. This will enable the Supplier to have focussed resources to understand the compliance status, the Asset risk profile of the premises and the plans to address outstanding issues.

- 33.31 The Supplier shall ensure that they have suitable and sufficient leadership and technical resources within the team to lead and manage the delivery of the Asset management solution, compliance requirements, PPM programme and Reactive/Remedial Works. In defining this team, the Supplier shall take into account and align to the structure of the Authority's organisation.
- 33.32 When carrying out Reactive, Remedial and Planned Preventative Maintenance (PPMs) Works, the Supplier shall:
- 33.32.1 Ensure that the operations of the Authority can continue unhindered and unaffected;
  - 33.32.2 Follow all site specific rules in place at the time of the visit, for example, emergency procedures, access to restricted areas, signing in and out the site etc;
  - 33.32.3 Protect all Authority users and their belongings during such works;
  - 33.32.4 Provide advice and instructions on the use of any new equipment and/or installations;
  - 33.32.5 Liaise with the Authority at the Authority Premises or the Authority and ASCMs on access issues, including restrictions to areas that may be out of use;
  - 33.32.6 Maintain and make good any incidental damage caused, advising the Authority on such and plans to remedy; and
  - 33.32.7 Remove all rubbish and clean up after completing tasks at the end of each Working Day.
- 33.33 The Supplier shall apply a first-time fix approach to all Planned and Reactive Works. This will require the Supplier to implement processes that enables Supplier's Staff and Subcontractors to complete works both make safe and permanent fix, during the first visit.
- 33.34 When performing the PPM, the Supplier (or their nominated Subcontractor) shall identify and complete any Remedial Works that can be completed at that time to avoid the need for delays and/or further visits, i.e., a first-time fix approach. The Supplier shall carry appropriate spares to enable this first-time fix approach to be practicable. It is critical that the Supplier does not implement internal business processes with their Subcontractors (for example quote processes or the requirement for a purchase order) that prevents or discourages the completion of Remedial Works during the delivery of the PPM. The Supplier shall define, monitor and adjust levels of 'van stock' (spares/consumables held in technicians/engineer's vans) required to minimise the need for follow up visits to a site to complete typical Remedial

Work requirements.

33.35 The Supplier must provide the Service:

33.35.1 In full compliance with the specifications;

33.35.2 To a professional standard;

33.35.3 With reasonable skill and care;

33.35.4 Using Good Industry Practice and standards; and

33.35.5 In accordance with its own policies, procedure and quality measures to the extent that these do not conflict with this contract.

33.36 All information, data and documents, without exception (unless agreed with the Authority), held in the Supplier's CAFM will be required to be provided, via interface to the Authority's CAFM System such that both systems match in terms of the depth, breadth and completeness of the data/information held.

33.37 The Supplier shall ensure that, during PPMs, Reactive and Remedial Works, that any intrusive works needs to consider the impact on fire integrity/compartimentation and any impact on the fire risk assessment for the Authority's Premises. All works completed, shall be inclusive of any making good works required to restore the fire integrity of the Authority's Premises.

## 34 Service E1 - Mechanical and Electrical Engineering Maintenance

34.1 The following Standards apply to this Service – SE1, SFG20 and the Authority's Equipment Maintenance Strategy for Electrical Installations, Mechanical Systems and Pumps.

34.2 The Supplier shall provide a professionally managed Mechanical and Electrical (M&E) Maintenance Service, which ensures the maintenance and operation of all items of plant and equipment within the Authority Premises, are in accordance with the Authority's requirements and see Annex U - Equipment Maintenance Strategies.

34.3 The Supplier shall ensure the successful operation and optimum condition of all of the Authority's mechanical, electrical and plumbing systems. The Supplier shall ensure they are maintained at optimum performance in accordance with manufacturers' and installers' recommendations and statutory obligations.

34.4 For the avoidance of doubt, the Service includes storage tanks, pipework, flues, chimneys and air supply systems, cylinder storage facilities, bund storage equipment and detection systems as present within the Authority Premises.

34.5 The Supplier shall be responsible for the inclusion of all Assets within the Service.

34.6 The Supplier shall implement an annual PPM programme that fully meets the

maintenance requirements of the Chartered Institution of Building Services Engineers (CIBSE) SFG20, or if not applicable, the maintenance requirements specified by the manufacturers, the Heating and Ventilation Contractors Association (HVCA) and any other relevant professional bodies. The overriding responsibility of the Supplier shall be to ensure that the Service to the built and installed Assets within the Authority Premises are delivered as required throughout the Service Period.

- 34.7 The Supplier shall provide and review the current PPM schedule during the Mobilisation Period and make any necessary adjustments as per the requirements of the Mobilisation, Contract Schedule 7: Mobilisation Services. The Supplier shall ensure the maintenance and operation of the built and installed Assets, within the Authority Premises are maintained and operational for the duration of the Service Period.
- 34.8 The Supplier shall validate the Asset data and PPM programmes during Mobilisation on completion of the Asset Verification process and data due diligence.
- 34.9 It is a fundamental requirement of the Service that the Supplier is cognisant of the intimate relationship between operational elements and those elements of life cycle management. The Supplier shall provide the Authority with a demonstration of the appropriate methodologies. The Supplier shall look to implement a holistic annual PPM schedule to maximise the life of all built and installed Assets.
- 34.10 The Supplier shall provide all PPM activities, within the timeframe described in the Annex A - Standards.
- 34.11 The Supplier shall monitor the Service so that operating conditions can be maintained and the quality of service provision can be recorded. The Supplier shall be responsible for establishing and maintaining the necessary systems including the use of the CAFM System to log and record responses to problems as they occur as well as recording performance of equipment, systems and Supplier Staff.
- 34.12 Special note shall be made of specific warranty period maintenance requirements.
- 34.13 The Supplier shall provide evidence, via the agreed reporting processes with the Authority, of the routine monitoring of Asset performance, identifying sub-optimal operation, repeat failures, excessive maintenance costs and recommend appropriate interventions.
- 34.14 The Supplier shall provide Asset performance metrics demonstrating Asset performance monitoring and technical oversight to the Authority's Asset Management team on a Monthly basis.
- 34.15 The Supplier shall replace all emergency lighting with LED fittings as standard throughout Reactive, Remedial and PPM Works. Replacement of fluorescent

fittings with LED is not an upgrade.

### 35 Service E2 - Ventilation and Air Conditioning Systems Maintenance

- 35.1 The following Standards apply to this Service – SE2, SFG20 and the Authority's Equipment Maintenance Strategy for AC and Refrigeration Systems, including Chillers, Ventilation, Air Handling Units and Fans.
- 35.2 The Supplier shall maintain ventilation, specialist ventilation systems (e.g. radon) comfort cooling and air conditioning systems by using the same principles employed for other mechanical and electrical systems. Some of the air conditioning systems shall be designated by the Authority as business critical systems where appropriate.
- 35.3 This provision includes all catering extract and forced air systems inclusive of ductwork and terminal units and any specialist ventilation systems in place for radon.
- 35.4 The Supplier shall deliver air quality monitoring at the Authority Premises to meet COSHH 2002 and EH40 statutory requirements and all other statutory and best practice requirements linked to the delivery of the Service, including HSEG409, HSG173 and CIBSE KS17.
- 35.5 The insides of ventilation and air conditioning ductwork shall be kept clean in accordance with Service E3 Environmental Cleaning (below). The Supplier shall maintain the systems and ensure compliance with legal obligations in respect of health and safety and the management of greenhouse gases and ozone depleting substances and any other Specification or Standard required by the Authority.
- 35.6 The Supplier shall provide evidence, via agreed reporting process, of the routine monitoring of Asset performance, identifying sub-optimal operation, repeat failures, excessive maintenance costs and recommend, to the Authority, appropriate interventions.
- 35.7 The Supplier shall provide Asset performance metrics demonstrating Asset performance monitoring and technical oversight to the Authority's Asset Management team on a Monthly basis.

### 36 Service E3 - Environmental Cleaning Service

- 36.1 The following Standards apply to this Service – SE3, SFG20 and the Authority's Equipment Maintenance Strategy for AC and Refrigeration Systems, including Chillers, Ventilation, Air Handling Units and Fans.
- 36.2 The Supplier shall clean kitchen extract and cell ventilation systems to ensure compliance with all statutory requirements.
- 36.3 The Supplier shall thoroughly clean general mechanical ventilation and environmental systems. This shall include air conditioning systems, LEV

ductwork and extract hoods to ensure compliance with all statutory requirements.

- 36.4 The Supplier shall deliver the Service in compliance with all statutory requirements.
- 36.5 Where the Authority requests additional cleaning services at a frequency which exceeds the requirements of the statutory requirements, these shall be rechargeable and managed via Contract Schedule 4: Service Order and Projects.
- 36.6 The Supplier shall ensure that all environmental cleaning works are recorded and managed via the CAFM System.
- 36.7 The Supplier shall preserve a satisfactory standard of hygiene within air distribution and extract systems.
- 36.8 The Supplier shall provide evidence, via reporting, of the routine monitoring of Asset performance, identifying sub-optimal operation, repeat failures, excessive maintenance costs and recommend, to the Authority, appropriate interventions.
- 36.9 The Supplier shall provide Asset performance metrics demonstrating Asset performance monitoring and technical oversight to the Authority's Asset Management team on a Monthly basis.

### 37 Service E4 - Fire Detection and Firefighting Systems Maintenance

- 37.1 The following Standards apply to this Service – SE4, SFG20 and the Authority's Equipment Maintenance Strategy for Fire Protection Systems and Fire Alarms and Associated Systems.
- 37.2 The Supplier shall be responsible for ensuring all fire-fighting equipment and systems are tested in accordance with the applicable British Standards, approved codes of practice, manufacturer's recommendations and industry best practice.
- 37.3 All systems shall be tested including, but not limited to:
  - 37.3.1 Fire Alarm Panels;
  - 37.3.2 Extinguishers and hose reels;
  - 37.3.3 Voice alarm systems;
  - 37.3.4 Smoke pressurisation and extraction systems;
  - 37.3.5 Fume Cupboards;
  - 37.3.6 Suppression systems;
  - 37.3.7 Sprinkler systems;
  - 37.3.8 Public Address systems;
  - 37.3.9 Evacuation chairs;

- 37.3.10 Wet and dry risers;
  - 37.3.11 Lift evacuation systems;
  - 37.3.12 Emergency communications systems (including those at refuge points );
  - 37.3.13 Firefighters lifts;
  - 37.3.14 Fire Hydrants;
  - 37.3.15 Smoke and fire dampers; and
  - 37.3.16 Other fixed fire fighting systems.
- 37.4 The Supplier shall be responsible for operating fire alarm testing, where this is not carried out by the Authority's Security Services Supplier, in accordance with UK fire regulations, ensuring logs are accurate and up-to-date within 30 minutes of completion of the test and weekly tests are operated within two (2) minutes of any agreed times. Voice announcement system broadcasts or announcements shall all be performed professionally and in accordance with the Authority's requirements.
- 37.5 Where connected for remote fire alarm monitoring, the fire alarm monitoring must be put on test with the Security Control Centre. When the test is completed, the testing must be confirmed with the Security Control Centre and the system taken off test.
- 37.6 The Supplier shall develop a cause and effect document specific to each premises and fire alarm system within six (6) Months of the *starting date*. All equipment linked to the fire alarm system shall be identified and documented in the site specific cause and effect document. The Supplier shall review and update the cause and effect document on a regular basis and following any changes to the system configuration.
- 37.7 The Supplier shall test and maintain all equipment/Assets linked to the fire alarm system and all interfaces in accordance with the standards.
- 37.8 The Supplier shall be responsible for resetting all equipment upon completion of the fire alarm testing, to include air conditioning systems, gas supplies and gas suppression systems.
- 37.9 The Supplier shall test fire detection systems in a manner that ensures full functionality of the fire system and associated devices. The results shall be recorded within the Fire Log-Book at the Authority's Premises and centrally within the management regime on the CAFM. Details of the outcome of the tests shall be passed to the Authority's Authorised Representative at the Authority Premises.
- 37.10 All abnormal test results shall be immediately advised to the Authority, and dealt with under the auspices of the Reactive Maintenance Services.
- 37.11 It is the responsibility of the Supplier to notify the CAFM System / helpdesk of each instance where works are raised as a result of testing of firefighting or

detection systems.

- 37.12 The Supplier shall ensure any changes or enhancements to the fire systems are recorded in the fire risk assessment for the Authority Premises by means of notifying the Authority and the Authority's nominated representative for delivery of fire risk assessments. This notification must be received no later than five (5) Working Days following completion of any changes/enhancements to the fire systems. The Authority's supplier for delivery of fire risk assessments will then action the amendments to the fire risk assessment.
- 37.13 The Supplier shall inform the Authority when they are to undertake maintenance work to the fire safety systems. This shall be carried out in line with the relevant standards for example The Regulatory Reform (Fire Safety) Order 2005 at an Authority Premises.
- 37.14 The Supplier shall provide evidence, via the agreed reporting processes, of the routine monitoring of Asset performance, identifying sub-optimal operation, repeat failures, excessive maintenance costs and recommend, to the Authority, appropriate interventions.
- 37.15 The Supplier shall provide Asset performance metrics demonstrating Asset performance monitoring and technical oversight to the relevant Service Manager on a Monthly basis.

### 38 Service E5 - Lifts, Hoists and Conveyance Systems Maintenance

- 38.1 The following Standards apply to this Service – SE5, SFG20 and supplementary document Annex O - Lifts and Escalators, Statement of Requirements and the Authority's Equipment Maintenance Strategy for Lifting Access Equipment.
- 38.2 The Supplier shall provide a fully comprehensive maintenance regime to the lifts, hoists and conveyance systems within the Authority Premises. The Supplier shall be responsible for meeting minimum response times contained within Annex E - Service Delivery Response and Rectification Times.
- 38.3 The Supplier shall ensure that all necessary information regarding the lifting and conveyance system are recorded within the CAFM System. The Supplier shall:
- 38.3.1 Manage the thorough examination of lifts by an independent competent person and forward reports to the Authority via the CAFM System;
  - 38.3.2 Keep lift records;
  - 38.3.3 Act on any recommendations identified through examinations, tests and inspections;
  - 38.3.4 Inform the Authority of any work that may improve the performance of the lift(s);

- 38.3.5 Inform the Service Manager of any lift that is out of service, the reason why and the time the lift will be back in service and maintain a lift out of service reporting process;
  - 38.3.6 Manage any out of service lifts in accordance with the defined process;
  - 38.3.7 Ensure that lift cars are taken out of service in the case of dangerous situations;
  - 38.3.8 Ensure that all lifts and conveyance systems maintenance are carried out by Staff with current Competent Person Lift Maintenance training and Authorised Person Lift Management training. Supplier's Staff tasked with rescue and freeing of trapped passengers have current Safe Working on Lifts and Release of Trapped Passengers BS7255 training;
  - 38.3.9 Ensuring the availability of replacement items;
  - 38.3.10 Carry out a detailed risk assessment for all works; and
  - 38.3.11 Include firefighter lifts and lift evacuation systems.
- 38.4 Lifting beams that are not routinely used shall not be subject to routine testing (I.e. shall not be managed in accordance with the SFG20 regime) and shall be tagged as 'DO NOT USE'. The tagging/signage needs to be prominent and semi-permanent and a very prominent note included in the site log book. Any work that requires the use of an existing beam shall identify the need for the beam and the Supplier shall ensure the testing and certification of the beam prior to use. When testing/maintenance is required (i.e. prior to use) the standards and regimes defined in SFG20 shall be applied.

### 39 Service E6 - Security, Access and Intruder Systems Maintenance

- 39.1 The following Standards apply to this Service – SE6, SFG20, Annex L - Management of Statutory Compliance, PPMs and Work Delivery and the Equipment Maintenance Strategy for Security Systems.
- 39.2 The Supplier shall maintain all security, access and intruder systems within the Authority's Premises and any new systems put in place to ensure correct functioning throughout the course of the Service Period.
- 39.3 It will be the Supplier's responsibility to ensure the continued functioning of security, access and intruder systems.
- 39.4 The Supplier shall ensure that any failure that leads to a weakness in security is rectified within the timescales defined in Annex E - Service Delivery Response and Rectification Times.
- 39.5 The Supplier shall liaise with the Authority and the ASCMs and any relevant HM Government security equipment specialists over the issues of security, access and intruder system including synergistic areas where security



provision is supplied directly by HM Government Staff.

- 39.6 The Supplier shall ensure that any signage required associated with security, access and intruder systems are in place and appropriate at all times. A six (6) Monthly recorded survey shall be undertaken by the Supplier to this effect and shall be included in the PPM plan.
- 39.7 The Supplier shall provide a comprehensive PPM system in accordance with SFG20 or (if not applicable), with Good Industry Practice and the PPM Standards defined by the Authority in Annex L - Management of Statutory Compliance, PPMs and Work Delivery.
- 39.8 The Supplier shall work collaboratively with the Authority Security Services Supplier to manage access and ensure any works required to be undertaken out of hours is planned in advance.

## 40 Service E7 - Internal and External Building Fabric Maintenance

- 40.1 The following Standards apply to this Service – SE7, SFG20 and the Equipment Maintenance Strategy for Fabric Assets.
- 40.2 The Supplier shall provide a professionally managed, Planned Preventative Fabric Maintenance Service in accordance with a system and programme of building fabric maintenance. This programme shall take account of the Asset Registers, Planned Preventative Maintenance schedules (SFG20), Authority's Equipment Maintenance Strategy for Fabric Assets (supplementary document) and all relevant lease obligations.
- 40.3 The fabric Planned Preventative Maintenance tasks shall be carried out in compliance with the relevant SFG20 schedule, and all inspection activities shall be undertaken as laid out in the relevant schedule. The output from the Planned Preventative Maintenance tasks shall be recorded and include:
  - 40.3.1 A record of the inspection showing each individual task of the SFG20 schedule has been completed;
  - 40.3.2 A description of the condition of each element, in accordance with the agreed condition assessment methodology; and
  - 40.3.3 Photographs demonstrating Asset condition.
- 40.4 Variations from periodic maintenance shall be agreed between the Supplier and the Authority in advance.
- 40.5 Planned Preventative Maintenance tasks shall be generated through the CAFM System in advance.
- 40.6 The Supplier shall provide reactive repairs (e.g. day to day) to the internal and external fabric. The works task sheet shall clearly identify the Asset type, location and work required (to include quantity, e.g. m2 or linear meter). The Supplier requires Authority Approval for all associated access arrangements

for restricted areas in order to avoid any interruption to business.

- 40.7 The Supplier shall ensure that in instances of spot (reactive) re-lamping, they acknowledge the need to ensure electrical safety and working at height when replacing lamps. For the avoidance of doubt, the Supplier shall be responsible for funding the replacement of all lamps and light fittings below the Inclusive Repair Threshold (IRT).
- 40.8 The Supplier shall ensure that:
- 40.8.1 The consistency in colour balancing throughout the area is maintained and in keeping with the Authority's requirements;
  - 40.8.2 They are cognisant of the impact that lighting control systems have on the life expectancy of lamps;
  - 40.8.3 Luminaires and light fittings are kept in good repair and are cleaned and maintained to ensure optimum performance;
  - 40.8.4 All lamps and tubes in prestige areas such as reception areas and ministerial suite, in conference and meeting rooms and all emergency lighting shall be fully operational at all times subject to response and rectification times;
  - 40.8.5 Control and execution of this Service is managed entirely by the CAFM System in line with the overall PPM schedule and subject to the same performance Standards; and
  - 40.8.6 They dispose of old fluorescent tubes in accordance with environmental best practice and any relevant legislation, using the most economically advantageous and environmentally beneficial methods. Where appropriate, this may mean taking advantage of any national or cross-Government contracts to which the Authority has access.
- 40.9 The Supplier shall receive the Authority's existing PPM schedules during the Mobilisation Period. The Supplier shall amend this schedule based on the output of their Asset Verification exercise and any associated changes required to the PPM schedules. The Supplier shall include all building fabric maintenance tasks within this Specification, in addition to any further requirements. The Service shall include, in addition to the requirements defined in the Equipment Maintenance Strategy for Fabric Assets an annual integrity inspection and report of building fabric components such as audio-frequency induction loop systems (SFG20 11-06), wheelchairs (SFG20 75-01 and 75-02), evacuation chairs (SFG20 74-04), smoke curtains (SFG20 52-04), mobile racking systems (SFG20 84-27) and high density storage systems.
- 40.10 The Supplier shall agree access arrangements for restricted areas with the Authority in advance to avoid being denied entry and delaying the execution of the Service. In multi-occupancy buildings the Supplier shall be required to liaise with landlords, landlord's representatives and other relevant parties to ensure that the method statements are aligned with all of the building users'

requirements.

- 40.11 The Supplier shall be required to undertake redecoration works on an ad-hoc basis to comply with the Authority's lease obligations or where this is requested by the Authority. The Supplier shall liaise with the Authority to establish these obligations and deliver in accordance with the Billable Works and Approval Process detailed in Contract Schedule 4: Service Order and Projects.
- 40.12 The Supplier shall provide planned redecoration works (i.e. not reactive repairs) on an elective basis as per the Billable Works and Approval Process detailed in Contract Schedule 4: Service Order and Projects and upon instruction from the Authority. Any redecoration work required as a result of Reactive Maintenance shall be included with the Inclusive Repair Threshold.
- 40.13 The Supplier shall provide a gutter clearance service and shall ensure drainage systems including but not limited to pipes, gutters, manholes and parapet gutters are kept functional and remain free from debris, leaves and other blockages at all times. This requirement shall be in accordance with SFG20 schedule, 48-07 and photographs shall be taken before and after the activity and uploaded into the CAFM against the PPM Work Order to demonstrate completion.
- 40.14 Where Authority Premises exceed four (4) storeys and have no fixed roof access equipment fitted to enable the delivery of the gutter cleaning service the Supplier shall be responsible for the provision of the portable equipment required to deliver the service.
- 40.15 The Supplier shall provide a securing and making safe Service in the event of break-ins, vandalism or damage to the external building on a reactive basis within the timescales detailed in the Annex E – Service Delivery Response and Rectification Times. This shall include but shall not be limited to boarding up windows on a temporary basis and re-glazing of broken windows as a minimum requirement. The initial make safe is included in the Inclusive Repair Threshold. Re-glazing shall be paid for as additional works as per the Billable Works and Approval Process detailed in Contract Schedule 4: Service Order and Projects.
- 40.16 The Supplier shall be responsible for the safe storage and maintenance of all equipment issued to them for their use on the Contract by the Authority in connection with Providing the Service. All maintenance works undertaken shall be in accordance with the manufacturer's recommendations.
- 40.17 The Supplier shall be responsible for the provision of:
- 40.17.1 Repairs;
  - 40.17.2 Replacement items;
  - 40.17.3 Operator Training;
  - 40.17.4 Insurance cover;
  - 40.17.5 Certification;

- 40.17.6 Risk assessments; and
- 40.17.7 Calibration.
- 40.18 The Supplier shall, at the end of the Service Period, be responsible the return of all items issued to them by the Authority or purchased by them on behalf of the Authority in Providing the Service in their original condition, allowing for fair wear and tear, and in good working order. Any items missing or damaged, other than by fair wear and tear, shall be replaced by the Supplier at no cost to the Authority.
- 40.19 The Supplier shall Provide the Service during the Operational Working Hours. The Service may be executed outside these hours for operational reasons, to meet deadlines or other particular requirements including avoidance of disruption and noise, on agreement with the Service Manager.
- 40.20 The Supplier shall be responsible for the maintenance and statutory inspections of the Authority's health and safety and building protection systems in accordance with SFG20 including, but not limited to:
  - 40.20.1 Safety eyebolts;
  - 40.20.2 Fixed roof-edge protection handrail systems;
  - 40.20.3 Free-standing roof-edge protection handrail systems;
  - 40.20.4 Cradle access systems;
  - 40.20.5 Fall and arrest safety lifelines and man safe systems;
  - 40.20.6 Lightning protection systems;
  - 40.20.7 Flood protection systems;
  - 40.20.8 Window and door security equipment, e.g. shutters, window bars and grilles;
  - 40.20.9 Bird protection systems, e.g. nets, spikes and sirens;
  - 40.20.10 Waste storage and recycling facilities;
  - 40.20.11 External fire exits and fire escape routes;
  - 40.20.12 Doors including locks and door furniture;
  - 40.20.13 External lighting systems, including pathway and street lighting;  
and
  - 40.20.14 External vehicle storage facilities; e.g. cycle and motorcycle enclosures.
- 40.21 The Supplier shall ensure that the integrity of all fire doors and associated fire protection systems are tested regularly in accordance with the Authority Premises fire risk assessment and SFG20, schedule 23-17, to ensure they retain their designated fire integrity rating and will function correctly and will perform to their designed standard in the event of a fire. The items to be tested shall include but not be limited to:
  - 40.21.1 Door frames;
  - 40.21.2 Door leaves;

- 40.21.3 Door glazing;
  - 40.21.4 Door hinges;
  - 40.21.5 Door seals;
  - 40.21.6 Door handles;
  - 40.21.7 Door self-closing devices;
  - 40.21.8 Door hold-open devices; and
  - 40.21.9 Door signage.
- 40.22 The Supplier shall ensure all Planned Preventative Maintenance works are managed in compliance with SFG20 and / or Authority specified requirements and is logged and recorded within the CAFM System. Task sheets demonstrating all necessary checks have been completed, as defined in SFG20, schedule 23-17 for each individual fire door shall be recorded, with a date/time stamp, name of person performing the inspection and any required Remedial Works (with a timeframe for completion) identified against the individual door. This report shall be uploaded into the CAFM against the PPM Work Order number.
- 40.23 The Supplier shall inform the Authority immediately if a fault is discovered which has potential to impact on the Authority's fire safety and / or safe evacuation procedures in place within the Authority Premises.
- 40.24 The Supplier shall undertake a review of the fire door and associated systems during the Mobilisation Period and shall submit a report for the reporting of the condition of the fire doors, which shall be agreed with the Authority prior to the commencement of the first round of Planned Preventative Maintenance scheduled inspections.
- 40.25 The report shall be submitted electronically to the Authority within five (5) Working Days of undertaking the inspection and shall be reported via email by the Supplier within twenty-four (24) hours of the inspection of any Defects of a health and safety nature it finds during the course of its inspection together with a recommendation for Remedial Works if Defects cannot be fixed during the inspection.

## 41 Service E8 - Reactive Maintenance Services

- 41.1 The following Standards apply to this Service SE8.
- 41.2 The Supplier shall provide a professionally managed Service for reactive repairs and maintenance 24 hours per day, 365 days per year.
- 41.3 This Service will be managed through the CAFM System.
- 41.4 All Reactive Maintenance Works above the Inclusive Repair Threshold, at individual, single Asset (not virtual Asset) level and works arising from Planned Preventative Maintenance, are to be managed using the Billable Works and Approvals Process as per Contract Schedule 4: Service Order and

Projects.

- 41.5 All Reactive Maintenance Works shall be managed through the Authority's Integrator Helpdesk system/process.
- 41.6 The Supplier shall work alongside the Authority in forward planning, providing cost estimates for financial planning and shall advise the Authority when the cost of repairing and/or maintaining an Asset outweighs the cost of replacing it and is likely to cause on-going unplanned downtime or pose potential health and safety risks (Beyond Economic Repair). In such cases, the Supplier is required to provide demonstrable evidence that the cost of maintaining the Asset over a 12 Month period exceeds 50% of the Asset replacement cost. Note that Beyond Economic Repair shall be determined by condition assessment only and not Asset age. Note that the Authority shall be the final arbiter on Asset condition and Beyond Economic Repair status of an Asset or system, see Annex K - Asset Management Statement of Requirements.
- 41.7 When an Asset is Beyond Economic Repair the cost of replacement shall be met by the Supplier up to the Inclusive Repair Threshold.
- 41.8 The cost of the replacement of Asset components that are consumable in nature, expended during use or have a limited life, for example fan belts, batteries, lamps, fire extinguishers etc., shall be met by the Supplier up to the Inclusive Repair Threshold.
- 41.9 The Authority shall be the final arbiter on whether an Asset is Beyond Economic Repair but will act reasonably in reaching such decisions taking into account any one of the following:
  - 41.9.1 If the projected cost of the repair exceeds the cost of replacing the Asset;
  - 41.9.2 If the part(s) required to repair the Asset are no longer available unless there is a possibility of manufacture of part as a cost effective alternative; and/or
  - 41.9.3 Any recommendations carried out as a result of condition surveys.
- 41.10 Where an Asset has been deemed Beyond Economic Repair by the Authority, the Supplier shall assist the Authority in determining a suitable replacement option taking into account operational use, whole life cost and required life factor.
- 41.11 The Supplier shall proceed with emergency tasks in accordance with the critical works/Make Safe process in the event of critical or emergency tasks to mitigate health and safety or Business Continuity and Disaster Recovery risks (as further explained in Contract Schedule 23: Business Continuity and Disaster Recovery. The Supplier shall seek formal Approval from the Authority and shall keep the Authority advised at all times on the status, technical issues and cost of the task.
- 41.12 The Supplier shall ensure that all its conducting maintenance work remain fully engaged to ensure a fault free operation. The inherent skills of the

Supplier's Staff shall ensure the timely identification and rectification of faults. All faults identified by Authority, the Authority's Representatives and the Supplier's Staff shall be logged through the CAFM System for quality analysis. Each and every Reactive Work Order shall have an associated history, including cost, completion date and time, held within the CAFM System.

41.13 On completion of Reactive Works and where the specific Asset presenting the fault can be identified, the Supplier shall retrospectively record the Asset ID/number on the Reactive Work Order and provide failure reporting (I.e. details of the fault identified and action taken to resolve). This is essential in order to develop Asset performance data.

41.14 Where the Supplier encounters Reactive Work Order which they believe have been caused by wilful damage or vandalism, they shall be required to produce a damage report in support of their assessment which shall include:

41.14.1 The date and time the damage was identified;

41.14.2 A summary of the findings upon inspection;

41.14.3 Photographic evidence of the damage;

41.14.4 Details of the condition at the previous maintenance work or inspection; and

41.14.5 An estimate of the cost of repair or replacement broken down by preliminary costs, materials, labour, project management fees, Subcontractor quotes etc.

41.15 The Supplier shall ensure that all Supplier Staff attend to calls and reactive Works Orders with suitable and sufficient equipment and suitable training/qualifications to deal with the Reactive Works in a competent, safe and efficient manner. The Supplier shall attempt to fix all Reactive Works on a first visit in order to avoid repeat visits and delayed remedial period. This first-time fix approach shall be applied to all areas of maintenance activities.

41.16 Reactive Works shall require documentary evidence to enable the close out of the Work Order. This documentary evidence shall include:

41.16.1 Any necessary technical reports, for example electrical minor works certificates;

41.16.2 Details of the fault identified, and the works undertaken to remedy the fault;

41.16.3 Details of who carried out the works (name, signature and employer);

41.16.4 Date and time of works;

41.16.5 Photographs of work carried out (before and after) and/or Asset condition (where this is beneficial to Asset history and performance management);

41.16.6 Where a reactive Work Order requires an initial making safe activity, this shall be carried out on the original reactive Work Order number. Where this then requires follow on permanent

repair/replacement/testing/inspection works, another Work Order shall be raised for this activity and this Work Order shall be linked to the original Work Order number; and

- 41.16.7 Reactive repairs shall include, but are not limited to, minor site based repair/install activities such as picture hanging, provision of replacement keys shelf hanging, pin-board installation, light bulb changing, toilet seat replacement, tap replacement, clearing pipes/drain blockages and minor carpet repairs.

## 42 Service E9 - Planned / Group Re-Lamping Service

- 42.1 The following Standards apply to this Service – SE9 and the Authority's Equipment Maintenance Strategy for Electrical Installations.
- 42.2 Where the Authority requires a planned re-lamping service of entire Premises, the Supplier shall adopt an organised approach to re-lamping across the Authority Premises. The Supplier shall monitor this Service for efficiency with a view to achieving the greatest possible reductions in disruption to the Authority's core business, replacement frequency and cost. A consistent colour / warmth is critical in presentational and prestige areas. These Services will be managed via the Billable Works and Approval Process, as further explained in Contract Schedule 4: Service Order and Projects.
- 42.3 The Supplier shall be cognisant of the impact that lighting control systems have on the life expectancy of lamps. The Supplier shall make proposals for the enhancement and expansion of lighting control systems.
- 42.4 The Supplier shall work alongside the Authority and highlight opportunities for greater energy performance, reduced carbon emissions and utility costs as technology associated with lighting, sensor technology and lighting controls develop throughout the Service Period. The Supplier shall assess the benefits of new technology prior to commencing any planned re-lamping works across Authority Premises and issue recommendations where opportunities to improve environmental performance, reduce carbon emissions and / or reduce utility costs exist. Where the Authority agrees with the Supplier's recommendations and an upgrade takes place, this shall be delivered in accordance with Contract Schedule 4: Service Order and Projects.

## 43 Service E10 - Automated Barrier Control System Maintenance

- 43.1 The following Standards apply to this Service – SE10. SFG20 and the Authority's Equipment Maintenance Strategy for Security Systems.
- 43.2 Where automated barriers, shutters, turn-styles, sliding gates, doors and electrified fencing are installed at the Authority Premises and included in the scope of Services, the Supplier shall be required to provide a maintenance



service for these Assets, in accordance with SFG20, as part of the overall mechanical and electrical maintenance strategy across each Authority Premises, recognising the criticality in terms of providing access to Premises.

#### 44 Service E11 - Building Management System (BMS) Maintenance

- 44.1 The following Standards apply to this Service – SE11 and the Authority's Equipment Maintenance Strategy for BMS and the Authority's BMS Strategy.
- 44.2 The operation of the Authority's building engineering Service is to be achieved through the BMS. The Supplier shall operate the systems in a competent, proactive manner so as to control all of the systems and the internal environment and to maintain a secure, consistent and reliable Service.
- 44.3 The Supplier shall develop, during Mobilisation and in liaison with the Authority, a set of design operational standards that define the set points, ranges and operating parameters for the BMS systems. These operational standards shall be enforced on all sites and subject to change only on agreement with the Authority.
- 44.4 The Supplier shall monitor any departures from agreed environmental parameters on a daily basis and shall take actions to rectify, reporting weekly to the Authority.
- 44.5 Before adjusting set points or modifying software the Supplier shall fully understand the effect these actions may have on the air conditioning and other building Service systems process, and take account of the internal and external environment.
- 44.6 The Supplier shall ensure that the BMS is periodically updated as and when software versions are issued.
- 44.7 The Supplier shall ensure that the BMS forms part of the maintained Assets and is maintained and serviced as part of the general maintenance regime and within the limits set by the Inclusive Repair Threshold.
- 44.8 The Supplier shall ensure that the BMS is configured to operate building systems at optimum energy efficiency.
- 44.9 The Supplier shall provide senior technical engineering resource and oversight to manage the BMS systems across the Premises, ensuring adequate routine monitoring of operations, set points, deviations, trend analysis and the provision of diagnostic reports.
- 44.10 The Supplier shall be required to procure and maintain the software application currently in use by the Authority's Incumbent Supplier across the Authority Premises, IQVision. During Mobilisation, the Supplier shall work collaboratively with the Authority to determine formats and integration with the Authority's CAFM System. The Supplier shall ensure an adequate and reasonable number of licences for IQVision are provided to the Authority to

enable read only access (this will not exceed 20 licences).

## 45 Service E12 - Standby Power System Maintenance

- 45.1 The following Standards apply to this Service – SE12, SFG20 and the Authority's Equipment Maintenance Strategy for Electrical Installations.
- 45.2 The Supplier shall:
- 45.2.1 Be responsible for the maintenance and operation of backup generators and uninterrupted power supply equipment;
  - 45.2.2 Ensure that the backup equipment is available at all times and starts within ten (10) seconds of a mains power supply interruption or fluctuation;
  - 45.2.3 Liaise with the Authority for the load testing of this equipment;
  - 45.2.4 Be responsible for the accurate recording of systems that are connected to the generators and uninterruptable power supply (UPS) systems;
  - 45.2.5 Be responsible for ensuring that the systems are not overloaded and the balance between phases is maintained;
  - 45.2.6 Ensure that fuel levels in storage tanks are maintained at a minimum of seventy five per cent (75%) capacity;
  - 45.2.7 Ensure that invoices for fuel are dealt with as Pass Through Costs; and
  - 45.2.8 Conduct as a minimum one (1) annual black test on all standby power systems installed.

## 46 Service E13 - High Voltage (HV) and Switchgear Maintenance

- 46.1 The following Standards apply to this Service – SE13 and the Authority's Equipment Maintenance Strategy for Electrical Installations.
- 46.2 The Supplier shall:
- 46.2.1 Maintain HV switchgear using the same principles employed for other mechanical and electrical systems. HV switchgear may be designated by the Authority as a business critical system;
  - 46.2.2 Ensure that substations are clean, dry, and ventilated and are not used to store materials/equipment. The Supplier shall ensure that tubular heaters are fitted where necessary to avoid condensation;
  - 46.2.3 Ensure that hardwood, metal or concrete duct covers are in place, except when work is being carried out. Under no circumstances shall items which are not directly concerned with the operation and maintenance of the HV installation be kept in the substation;

- 46.2.4 Ensure that HV equipment is regularly inspected, maintained and tested to ensure that it is in a safe and serviceable condition in accordance with the relevant British Standard and SFG20 requirements;
- 46.2.5 Ensure that any of its Staff operating in an HV environment are authorised, suitably qualified and competent and shall at the very least:
  - 46.2.5.1 Be an electrical craftsman; and
  - 46.2.5.2 Be over the age of twenty three (23) years.
- 46.2.6 Ensure there is a qualified named High Voltage Authorised Person (HVAP) engineer for the Authority Premises who oversees all high voltage activities (for any voltage above 1000 volts for alternating current (AC) systems and 1500 volts for direct current (DC) systems), providing routine reporting on PPM and Remedial Work status to the Authority and a risk register of high voltage electrical risks across the Authority Premises; and
- 46.2.7 Ensure that a permit to work system is used for this Service in accordance with Annex N - Permit to Work supplementary document.

## 47 Service E14 - Catering Equipment Maintenance

- 47.1 The following Standards apply to this Service – SE14, SFG20 and the Authority's Equipment Maintenance Strategies for Gas Systems and Electrical Installations.
- 47.2 The Supplier shall provide a professional maintenance Service of all commercial catering equipment used in the provision of catering Services using the same principles employed for other mechanical and electrical systems. This shall be carried out in accordance with all relevant regulations relating to the servicing of gas and electrical installations, SFG20 requirements and the Authority's Equipment Maintenance Strategies for Electrical Installations and Gas Systems.
- 47.3 The Supplier shall maintain catering equipment owned by the Authority but operated by a third party Supplier.

## 48 Service E15 - Television Equipment Maintenance

- 48.1 The following Standards apply to this Service - SE15.
- 48.2 The Supplier shall ensure that any televisions which are installed to display or take input from portable media or is computer driven is maintained, replaced such that it is compatible with the required Standard at all times.
- 48.3 The Supplier shall ensure that maintenance of this is included in the Reactive Works process with replacement items provided through the Inclusive Repair

Threshold as part of the Reactive Maintenance requirements. The support required to set up and operate equipment is to be priced as part of the support Service available.

- 48.4 During all events utilising multi-media technology, the Supplier shall provide Supplier Staff that are capable of remedying all associated technical problems in a timely manner.
- 48.5 The Supplier is required to ensure that media connectivity is maintained for connection by broadcasting Services.

## 49 Service E16 - Television Cabling Maintenance

- 49.1 The following Standards apply to this Service - SE16.
- 49.2 The Supplier shall maintain the existing cabling infrastructure which is designated for the transmission of television pictures. The Supplier shall manage the payment of regular invoices for TV usage on behalf of the Authority.
- 49.3 The Supplier shall be responsible for installing additional cabling as instructed by the Authority. The Supplier shall ensure that all cabling, which is installed by the Supplier, is of a suitable specification to guarantee continuity of the Services and picture quality and that this cabling is used exclusively for the transmission of television pictures.
- 49.4 The Supplier shall ensure that provision also includes but is not limited to aerials, satellite dishes, set top boxes and TV licensing.
- 49.5 Where required, the Supplier shall deliver the TV signal over the data network.

## 50 Service E17 - Mail Room Equipment Maintenance

- 50.1 The following Standards apply to this Service - SE17.
- 50.2 The Supplier shall be responsible for the operation and maintenance of mail room equipment, including franking machines, sorters, postal scales and x-ray scanners throughout the Contract.
- 50.3 The Supplier shall be required to review the existing equipment and the Authority's leases at the start of the Contract and propose the most efficient and cost effective solution for the future. Should the Supplier consider that it is in the interest of business efficiency and best value for money, it may propose the replacement of equipment in advance of their lease expiry date. Any replacement of equipment shall be at the Approval of the Authority.

## 51 Service E18 - Office Machinery Servicing and

## Maintenance

NOT REQUIRED

### 52 Service E19 - Voice Announcement System Maintenance

- 52.1 The following Standards apply to this Service - SE19.
- 52.2 The Supplier shall be responsible for the provision and maintenance of all voice announcement systems, Audio Frequency Induction Loop Systems (AFILS) and equipment.
- 52.3 The Supplier shall identify and record as such those voice announcement systems that are used as part of any emergency protocols. These Assets shall be determined as critical Assets and appropriately identified in the CAFM System.

### 53 Service E20 - Locksmith Services

- 53.1 The following Standards apply to this Service - SE20.
- 53.2 The Supplier shall:
  - 53.2.1 Provide a specialist locksmith Service to repair or replace ironmongery at the Authority Premises. This work will be reactive and is included in the Inclusive Repair Threshold;
  - 53.2.2 Ensure that notification of a requirement for locksmith Services will be satisfied in accordance with Annex E – Service Delivery Response and Rectification Times; and
  - 53.2.3 Demonstrate through the appropriate level of security clearance, as specified by the Authority, that any of its Staff involved in these Services are appropriate to the operating environment.

### 54 Service E21 - Specialist Maintenance Services

- 54.1 The following Standards apply to this Service – SE21 and SFG20.
- 54.2 The Supplier shall be responsible for undertaking inspections and all maintenance activities for the specialist maintenance Services. These shall include but not be limited to:
  - 54.2.1 Environmental monitoring equipment;
  - 54.2.2 Renewable energy systems;
  - 54.2.3 Electrical vehicle charge points and infrastructure;
  - 54.2.4 Solar voltaic panels, wind turbines and all associated infrastructure;
  - 54.2.5 Calibration and maintenance of language laboratory equipment;
  - 54.2.6 Vacant undeveloped land and / or buildings awaiting development or disposal; and

54.2.7 Automated data gathering and sensor equipment associated with smart working environments.

54.3 Details of these specialist requirements will be determined as required.

## 55 Service E22 – Multi Skilled Technicians

55.1 The Supplier shall provide multi skilled technicians on the specific Authority Premises defined by the Authority in the Annex B - Service Matrix, who will be resident on the Authority Premises on a full-time basis to support the specific needs of the Authority Premises.

55.2 The multi skilled technician shall be available on the Authority Premises during the hours of 08:00 to 17:00 but the Authority will require the multi skilled technicians to work flexibly, when required, to support the needs of the business.

55.3 The multi skilled technician shall carry out the following activities:

55.3.1 Weekly and Monthly PPM and scheduled tasks as scheduled (fire alarm tests, flushing of little used outlets / water temperature recording, emergency lighting tests etc.);

55.3.2 Monthly utilities meter readings;

55.3.3 First line response to reactive repairs;

55.3.4 Re-lamping of Defective luminaries;

55.3.5 Minor building fabric repairs;

55.3.6 Minor decorating tasks;

55.3.7 Minor plumbing repairs;

55.3.8 Other general cleaning or janitorial duties as requested (by exception);

55.3.9 Supporting external landscaping and cleaning as required;

55.3.10 Ad hoc portorage duties (moves and changes, furniture management and moves, etc.);

55.3.11 Update the CAFM with latest Work Order status details, including identifying the Asset against Reactive Works, updating status on Remedial Works and PPMs;

55.3.12 Maintain accurate documentation of all assigned Work Orders, providing photographic evidence of work status as required and uploading into the CAFM;

55.3.13 Manage the on-site log books, ensuring the latest reports, certificates, documents are incorporated and templates are updated following change;

55.3.14 Comply fully with Health, Safety and Environmental policies;

55.3.15 Completion of documentation as required, including Risk Assessment Method Statement (RAMS) and adhere to all associated permits;

- 55.3.16 Escorting others to restricted access areas, in accordance with the TASK Competency Passport Scheme (Annex I) ;
- 55.3.17 Participation in standby rota for emergency calls, outside normal working hours;
- 55.3.18 Flexibility in work hours to provide cover if required for holidays and sickness absence;
- 55.3.19 To assist other trades with the delivery of planned works to ensure the completion prior to the target due date;
- 55.3.20 To provide site specific knowledge and support to all others carrying out work on the premises;
- 55.3.21 Provide excellent customer service to building occupants, ensuring they are made aware of Work Order progress in a timely manner; and
- 55.3.22 Proactively walk the floors, reporting any maintenance or health and safety issues to the helpdesk and appropriate manager.

## Work Package F – STATUTORY OBLIGATIONS

### 56 Service F: Generic Statutory Obligations Requirements

- 56.1 The Supplier shall at all times ensure that:
  - 56.1.1 The Supplier operation of the Authority Premises and Providing the Services are undertaken in compliance with all applicable UK legislation and legislation appropriate to the location of the Authority's Premises as defined in the Contract, Good Industry Practice, manufacturer's recommendations and where appropriate the requirements specified by the Authority as defined in the Contract and in accordance with the Authority's policies and procedures. This includes the supplementary documents, Annex K - Asset Management Statement of Requirements and Annex L - Management of Statutory Compliance. PPMs and Work Delivery;
  - 56.1.2 It provides any training required by the procedures, standards and statutory provisions in respect of all Staff (whether Authority or Supplier Staff) at the Authority Premises and in accordance with Annex I – TASK Competency Passport Scheme;
  - 56.1.3 It ensures the competency of all Subcontractors, providing routine audit and assurance checks and that any services requiring accreditation achieve and maintain this accreditation through the duration of the Contract, in accordance with Annex I – TASK Competency Passport Scheme;
  - 56.1.4 It maintains historical records of the competence of individuals



- employed either by the Supplier and/or Subcontractors who have undertaken works on the Authority Premises during the Service Period in order to satisfy any subsequent audit requirements;
- 56.1.5 It operates a safe system of work in accordance with their Health and Safety Policy and ensures that all risk assessments are current and accurately reflect the works and risks associated with the Service being undertaken and is delivered in accordance with Annex N - Permit to Work supplementary document;
- 56.1.6 It ensures all activities relating to statutory compliance is managed through the Supplier's CAFM System and that the Authority has access to the data, via electronic interface to the Authority's CAFM System and through direct access by the Authority to the Supplier's CAFM System; and
- 56.1.7 It operates in accordance with the Authority's supplementary document, Annex P - Management of CDM for Facilities Management, fulfilling the roles of principal designer and principal contractor for the Services where applicable.
- 56.2 The Supplier shall be responsible for the production, review and update of all written schemes of examination to meet all statutory requirements e.g. SFG20, CIBSE Guide M as required and as they apply to the statutory compliance in Providing the Services specified by the Authority.
- 56.3 The Supplier shall provide digital copies of all documentation associated with statutory Compliance Reports or documentation for retention at the Authority Premises as defined in this specification and Annex L - Management of Statutory Compliance, PPMs and Work Delivery.
- 56.4 An Asset will be deemed compliant when:
- 56.4.1 All PPMs on the Asset have been carried out on or prior to the due date;
- 56.4.2 The output from the PPM references the relevant Authority Asset number(s)/ID;
- 56.4.3 The output from the PPM includes the editable task sheet detailing the PPM instruction set, SFG20 schedule (where applicable or other relevant technical standard), checks undertaken, measurements made and any certificates/reports/documents required by legislation that pass the assurance process;
- 56.4.4 The Remedial Works have been raised in the CAFM, each as individual Work Order numbers linked to the original PPM Work Order number;
- 56.4.5 The Remedial Works have been completed prior to the Work Order target completion date and as defined in Annex E - Service Delivery Response and Rectification Times;
- 56.4.6 The person(s) performing the PPM/Remedial Works are competent to do so; and



56.4.7 The site log books have been updated, where applicable, on-site and electronic copies uploaded into the CAFM.

## 57 Service F1 – Asbestos Management

- 57.1 The following Standards apply to this Service - SF1.
- 57.2 The Supplier shall be responsible for ensuring that Services provided to all Authority Premises are statutory compliant in accordance with The Control of Asbestos Regulations: 2012.
- 57.3 The Authority shall appoint a third-party asbestos management specialist supplier who shall be responsible for the delivery of asbestos surveys, undertaking management Audits, completion of condition surveys, management of the asbestos database and for the updating of the asbestos registers following refurbishment, repair/encapsulation, removal and demolition works on behalf of the Authority. The Supplier shall be required to work collaboratively with the Authority's appointed asbestos management specialist supplier.
- 57.4 The Supplier shall undertake an initial review of the Authority's Asbestos Management Plan (see Annex S) within the first 60 days of the Contract and be responsible for undertaking regular (at least annual) reviews of the Asbestos management Plan thereafter.
- 57.5 Where Authority Premises are discovered to be non-compliant and do not have an up-to-date asbestos register in place, the Supplier shall be responsible for undertaking an assessment of risk from asbestos exposure during the delivery of the Supplier's Services until such a time that the Authority's appointed asbestos management specialist supplier has undertaken a survey and provided an asbestos register.
- 57.6 The Supplier shall ensure that a review of the current asbestos register is undertaken prior to any intrusive works in the course of carrying out any maintenance or inspection activities. The Supplier is responsible for ensuring Supplier Staff and Subcontractors have read and understood the asbestos register at the Premises prior to commencing works and shall demonstrate to the Authority the process to ensure this take place. No works are to be undertaken where there is a risk of asbestos disturbance and/or there are concerns about the presence of asbestos.
- 57.7 Where asbestos repair, encapsulation or removal works are required by the Authority, the works shall be undertaken by the Supplier and the costs for the works shall be in accordance with Contract Schedule 4: Service Order and Projects process.
- 57.8 The Supplier shall ensure that the contents of the asbestos register is reviewed by all its Staff and appointed Subcontractors that are likely to be at risk of exposure to asbestos or have an interface with activities which may

expose them to asbestos.

57.9 The Supplier shall ensure that:

- 57.9.1 That any damaged or suspected damaged asbestos is addressed urgently with appropriate repair/encapsulation or removal in accordance with the Reactive Works process;
- 57.9.2 All repairs/encapsulation and removal are to be carried out by employing a suitably licensed and competent specialist;
- 57.9.3 Notifications are issued to HSE for licensed works as required; and
- 57.9.4 That all activities, irrespective of their level of complexity are executed within areas identified as having asbestos or other deleterious materials, shall be provided with full risk assessments and method statements for safe execution of their task.
- 57.9.5 The Supplier shall ensure:
- 57.9.6 That all relevant Staff and Subcontractors have access to the Authority's asbestos management database via the Authority's appointed asbestos management specialist supplier and that the Supplier does not allow any work to proceed on a building where the register has not been fully reviewed and assessed;
- 57.9.7 That the current asbestos register is available to all Supplier's Personnel and Subcontractors in order to prevent delay and disruption to Planned and Reactive Works;
- 57.9.8 That any changes to the condition and status of any asbestos containing materials, including damage, is identified by the Supplier to the Authority's appointed asbestos management specialist supplier on the same Working Day as identification;
- 57.9.9 That the Authority's appointed asbestos management specialist supplier is informed of any urgent works requiring repairs/encapsulation or removal of asbestos containing materials;
- 57.9.10 That any damaged or exposed asbestos containing materials are made safe in accordance with the emergency response requirements;
- 57.9.11 The provision of a 24 hour per day, seven (7) days per week incident management service to address any issues with physical containment, safety or exposure of asbestos containing materials;
- 57.9.12 The provision of laboratory test, air tests and ad-hoc sampling required before, during and after site works;
- 57.9.13 The provision of full, detailed information pertaining to any asbestos materials removed by the Supplier to the Authority's asbestos management specialist supplier including details of removed materials, types, quantities, locations, method of removal, method of encapsulation, location of encapsulation, any change in asbestos condition and any increase or change in the residual risks remaining.

All such information and documentation shall be provided to the Authority's Asbestos Management Specialist supplier within five (5) Working Days of the physical completion of the works at the Authority's Premises; and

57.9.14 That they work collaboratively and proactively with the Authority's appointed asbestos management specialist supplier to ensure that asbestos containing materials are properly managed and controlled in accordance with The Control of Asbestos Regulations, 2012.

57.10 The Supplier shall appoint UKAS accredited surveyors and testing laboratories to carry out inspections before, during and after works. UKAS accredited suppliers are also required to cover the 4 stage removal process.

## 58 Service F2 - Water Hygiene Maintenance

58.1 The following Standards apply to this Service – SF2, SFG20, the Authority's Water Policy and the Authority's Equipment Maintenance Strategy for Water Systems.

58.2 The Authority shall appoint a third party Water Hygiene supplier to deliver water risk assessments on their behalf.

58.3 The Supplier shall undertake all water risk assessment Remedial Works identified by the Authority's appointed water hygiene supplier and shall complete the annex in the water risk assessment held on the Authority's Premises to confirm actions are complete (date, time, name/signature and details of completed action). The Supplier shall also update the Remedial Work Order with the details of work completed and appropriate documentation, as defined in Annex L - Management of Statutory Compliance, PPMs and Work Delivery.

58.4 Where Authority Premises are discovered to be non-compliant and it is identified that a water risk assessment is not in place, the Supplier shall be responsible for identifying this to the Authority's appointed water hygiene supplier on the behalf of the Authority.

58.5 The Supplier shall review each Authority Premises' water risk assessment and written scheme of control (see Annex R) and ensure that the PPM regime for the Authority's Premises represents the control scheme fully, that any on-site templates are revised to represent the exact requirements of the written scheme of control (for example Little Used Outlets (LUO) flushing locations, tap temperature monitoring locations) and to maintain a water hygiene log book on-site for each of the Authority's Premises. The Supplier shall provide a change management process that defines how changes to water risk assessments are integrated into the relevant PPMs and associated documentation within ten (10) Working Days of receipt of an updated water risk assessment and/or written scheme of control.

58.6 The Supplier shall provide a water hygiene service that includes a cleaning and disinfection regime in accordance with current health and safety

requirements as specified within the Annex A - Standards and water treatments to include hard water treatments and PH level testing. These Services shall include the provision of all associated consumables to include water softening cartridges, PH testing equipment and ultraviolet (UV) filters.

- 58.7 The Supplier shall implement the written scheme of control defined in the Authority's water risk assessments to check systems and plant for performance, cleanliness, contamination and damage.
- 58.8 Water temperatures shall be monitored to ensure that the required Standard of control is reached within the code of practice guidelines. Locations of temperature checks shall be identified in the water risk assessment and clearly recorded in the log book held on the Authority Premises. Temperature monitoring records shall demonstrate the temperature measured, name/signature of the engineer/technician carrying out the monitoring and date completed by each outlet. The Supplier shall ensure all temperature monitoring equipment has valid calibration certification that is held in the site log book and produced, on request of the Authority.
- 58.9 The Supplier shall report any anomalies that may be detected and detail corrective works where required. Authority Premises records shall be audited and amended as required.
- 58.10 The Supplier shall produce and implement a Water Sampling Plan to include a regime of bacteria sampling to detect legionella, E.coli and any other water bound bacteria using an UKAS accredited laboratory. This regime shall be defined by the Supplier, during the Mobilisation Period, and subject to review and Approval by the Authority.
- 58.11 The Supplier shall frequently empty tank bunds of all contaminated and uncontaminated water and dispose of water in a manner that accords with the level of contamination.
- 58.12 The Supplier shall manage the Authority's water systems in accordance with the Annex U - Equipment Maintenance Strategy for Water Systems.
- 58.13 The Supplier shall define during Mobilisation Period, for the Authority's Approval, a procedure defining the critical response to the detection of legionella and other water bound bacteria.

## 59 Service F3 - Statutory Inspections

- 59.1 The following Standards apply to this Service – SF3, SFG20 and supplementary documents, Annex L - Management of Statutory Compliance, PPMs and Work Delivery and Annex K - Asset Management Statement of Requirements.
- 59.2 The Supplier shall be responsible for ensuring that the Authority Premises achieve full statutory compliance at all times.
- 59.3 For the avoidance of doubt, this service excludes Planned Preventative

Maintenance activities which are not associated with statutory inspections.

- 59.4 The Supplier shall be responsible for the delivery of all statutory inspections, certification, air monitoring, written schemes of examination and insurance inspections as required to achieve and maintain statutory compliance.
- 59.5 The service shall be fully inclusive of all Authority's systems and Assets including (but not limited to) mechanical and electrical systems, safety access equipment, building protection systems, air conditioning systems, gas systems, water systems, pressure systems, electrical installations, fire protection systems, access control and security systems.
- 59.6 The Supplier shall set up an annual programme of statutory inspections (the annual PPM plan, see Work Package E) to ensure all Assets and equipment receive the required inspections at the correct time as specified by legislation, approved codes of practice, best practice and manufacturer's guidelines as appropriate.
- 59.7 The Supplier shall ensure that any specific requirements of the Authority are included in the planning and delivery of these works.
- 59.8 The Supplier shall at all times comply with all relevant EC and UK statutory and legislative requirements, including any alterations to policy as may take place and shall be the sole point of contact for any of the Authority's concerns with that aspect of performance.
- 59.9 Periodic inspections will be made by public health, hygiene, fire inspectors, water inspectors, the Authority's Representative, landlord and other such persons. The Supplier shall co-operate with the persons executing these inspections and provide all requested information within five (5) Working Days of request.
- 59.10 The control and execution of this Service shall be managed entirely by the Supplier's CAFM System, integrated to the Authority's CAFM System and subject to the specified performance Standards, whether fulfilled directly by its Staff or by a third party Supplier.
- 59.11 The Supplier shall ensure that all reports, documents, certificates and recommendations are held centrally within the CAFM System in accordance with Annex K - Asset Management Statement of Requirements and Annex L - Management of Statutory Compliance, PPMs and Work Delivery.
- 59.12 All Remedial Works identified during a statutory inspection or test shall be raised as individual Remedial Work Orders in the CAFM which shall be linked to the original PPM Work Order. For the avoidance of doubt, Remedial Works shall only be grouped under a Work Order on Approval of the Authority. Should the Remedial Work not be carried out for any reason (and approved by the Authority), the Supplier shall cancel the Work Order, recording the justification for the cancellation along with the name/technical qualifications of the person approving the cancellation.

## 60 Service F4 - Portable Appliance Testing and

## Microwave Emissions

- 60.1 The following Standards apply to this Service – SF4 and the Authority's Equipment Maintenance Strategy for Portable Appliance Testing and Microwave Emissions.
- 60.2 The Supplier shall be responsible for ensuring that all Authority's Premises are tested in compliance with the Authority's risk-based approach.
- 60.3 Portable Appliance Testing (PAT) and microwave emissions testing of Authority Equipment shall be carried out in accordance with this Service requirement. Where electrical equipment can be identified as personal and belonging to members of the Supplier's Staff or the Authority's Staff, it shall be tested if it is being used at the Authority Premises and permission has been granted for it to be used as such.
- 60.4 PAT testing shall be risk based and take account of individual equipment's usage and location. The Supplier shall intimate the expected frequency based on the risk presented to the Class 1 and Class 2 electrical and electronic equipment of the Authority by the working environments within the Authority Premises in accordance with the Annex U - Equipment Maintenance Strategy for Portable Appliance Testing and Microwave Emissions.
- 60.5 The Supplier shall ensure that Supplier Staff who control and execute the Service are managed entirely by the CAFM System in line with the overall PPM schedule and shall be subject to the same performance Standards. All reports and recommendations shall be held centrally within the CAFM System.
- 60.6 The Supplier shall be required to carry out portable appliance testing for some other Government Department's at the Authority's Premises.

## 61 Service F5 - Miscellaneous Surveys, Audits and Testing Services

- 61.1 The following Standards apply to this Service - SF5.
- 61.2 Where additional specialist surveys, Audits and / or testing may be required by the Authority, these shall be provided upon request and shall include but not be limited to:
  - 61.2.1 Ad-hoc Asset Verification surveys or specialist Asset condition surveys requested by the Authority;
  - 61.2.2 Topographical surveys;
  - 61.2.3 Hydrographic surveys;
  - 61.2.4 Aerial surveys;
  - 61.2.5 Air quality surveys;
  - 61.2.6 Noise surveys;
  - 61.2.7 Thermal imaging surveys;



- 61.2.8 Structural surveys;
  - 61.2.9 Dilapidations surveys;
  - 61.2.10 Environmental sampling surveys (e.g. COVID-19 surface and air contamination levels);
  - 61.2.11 BIM transition;
  - 61.2.12 Opportunities and efficiencies associated with the introduction of new smart technology initiatives; and
  - 61.2.13 Opportunities and efficiencies associated with alternative Planned Preventative Maintenance regimes, such as condition-based maintenance and predictive maintenance regimes.
- 61.3 Where requested by the Authority, these surveys will be rechargeable via Contract Schedule 4: Service Order and Projects process.

## 62 Service F6 - Condition Surveys

- 62.1 The following Standards apply to this Service – SF6, SFG20 and Annex K - Asset Management Statement of Requirements.
- 62.2 The Supplier shall provide a professionally managed planned programme of condition surveys that shall cover all systems, Assets and building fabric and be carried out during the PPM by competent and qualified Staff.
- 62.3 The condition of Assets shall be categorised in accordance with CIBSE Guide M. The condition rating allocated to an Asset shall be recorded against that individual Asset in the CAFM. Where virtual (child/parent) Asset structures are used, the Supplier shall record individual Asset condition on the site register detailing each individual Asset within the virtual Asset category (for example fire extinguishers).
- 62.4 The Supplier shall update the condition rating in the CAFM within five (5) Working Days following upgrade or replacement of Assets.
- 62.5 The condition survey output shall form the basis of the forward maintenance register following agreement of the inclusion criteria with the Authority.
- 62.6 The output from all PPMs shall include a condition assessment for all Assets, systems and building fabric and the subsequent report shall include the CIBSE Guide M condition rating, photographs, recommendations and budgetary costs for maintenance and/or lifecycle works, where required.
- 62.7 The condition report/assessment shall be uploaded into the CAFM System. within five (5) Working Days of receipt of the report or following Approval by the Authority (where Approval is required in accordance with Annex K - Asset Management Statement of Requirements).
- 62.8 Upon request by the Authority, additional, specialist condition surveys, outside of a scheduled PPM, shall be rechargeable via the Billable Works and Approvals Process detailed in Contract Schedule 4: Service Order and

Projects.

### 63 Service F7 - Electrical Testing

- 63.1 The following Standards apply to this Service – SF7 and the Equipment Maintenance Strategy for Electrical Installations.
- 63.2 The Supplier shall undertake an electrical installation condition report in accordance with Electricity at Work Regulations 1989 and BS 7671 (as amended).

### 64 Service F8 - Fire Risk Assessments

- 64.1 The following Standards apply to this Service - SF8.
- 64.2 The Authority shall appoint a third party Fire Specialist supplier to deliver fire risk assessments on their behalf
- 64.3 The Supplier shall review the fire risk assessment and Fire Safety Plans at Authority Premises in order to understand the fire risk and mitigation at each of the Authority Premises.
- 64.4 The Supplier shall deliver any Remedial Works resulting from the fire risk assessments carried out by the Authority's appointed fire specialist supplier and shall update the Remedial Work Orders accordingly with details of work completed and associated documentation, in accordance with Annex L - Management of Statutory Compliance, PPMs and Work Delivery.
- 64.5 Where Authority Premises are discovered to be non-compliant by the Supplier and do not have a fire risk assessment in place, the Supplier shall be responsible for identifying this to the Authority and their appointed fire specialist supplier who is responsible for producing a new fire risk assessment on the behalf of the Authority.

### 65 Service F9- Building Information Modelling (BIM) and Government Soft Landings (GSL)

- 65.1 The following Standards apply to this Service - SF9.
- 65.2 The Authority is currently on a journey to increase its BIM maturity, with the aspiration to develop a fit for purpose strategy for its Estate, with the aim to improve current information levels and better inform the Asset management decision making process by providing the golden thread. The first phase involves the development and delivery of BIM information documents and processes which are based upon the UK BIM Framework, with aspirations to be ISO19650 compliant in alignment with UK Government targets, with minimal tailoring to ensure best value is achieved given the leasehold nature of its buildings, by targeting 12 pilot projects. This first phase of the journey will be better understood at the time of the contracts start but will continue to develop throughout its duration with the opportunity for the Supplier to



collaborate on the outcome.

- 65.3 GSL approach is expected to be part of the service provided by the Supplier and managed by them. The Authority's GSL Strategy is currently largely a work in progress, with the influence of the Supplier being a key component of aligning this service with BS8536 parts 1 and 2-updated for ISO 19650. The Supplier shall assist with technical knowhow and practical solutions with the aim of integrating a GSL approach between change delivery and Asset management. The Supplier shall provide independent subject matter expertise who are to contribute to the development of a robust suite of evaluation criteria, scope of services and KPIs as part of GSL development between the Authority and Supplier.
- 65.4 The Supplier shall support the Authority and individual Authority requirements for delivery of a number of strategic priorities related to the wider HM Government policy by the adoption of measures to improve efficiency and value for money.
- 65.5 The Supplier shall recognise that the Authority's strategic plan is to, over time, develop and implement the systems and processes to enable compliance with ISO19650 by using the UK BIM Framework to support. The Supplier is required to support the Authority by delivering the services described in this section, Service F9 (inclusive) in accordance with the Authority's implementation programme in a proactive and collaborative manner.
- 65.6 These shall include:
- 65.6.1 Delivering Projects in line with Government's - Common Minimum Standards for Construction where applicable;
  - 65.6.2 Government Soft Landings (GSL); and
  - 65.6.3 Building information Modelling -UK BIM Framework (inclusive of ISO 19650 and supporting documents: see Annex A (SF9) for details).
- 65.7 The Supplier shall collaborate with the Authority to establish the Information Particulars (as defined in ISO19650-3) for the 'Information Protocol for the Operational Phase of Assets' in alignment with ISO19650-3 for Assets managed by the Supplier where applicable and agreed with the Authority.
- 65.8 The Supplier shall ensure the interoperability of the information management platform (consisting predominantly of Authority's chosen Project Common Data Environment and Asset Information Management Systems) and the proposed Supplier CAFM System. This shall be a collaborative process to ensure best fit and best value, with a priority given to meeting the needs of the Authority. This shall also align to the Authority's Data and Systems - Annex H requirements and the Authority's digital security requirements. All/any Application Programming Interfaces (API's) developed on behalf of the Authority to enable interoperability will be available for perpetuity to the Authority, and at no additional cost.
- 65.9 At the end of the Service Period, the information and/or data developed prior to or over its duration, will be suitably transferred to any new systems in its

entirety, with no loss to quality, and in such a way as to not disrupt or influence the capability of the Authority in continuing to utilise it in the required way as part of any Exit Plan.

- 65.10 The Supplier grants to the Authority a non-exclusive, royalty free and irrevocable licence and, to the extent that the relevant material and any rights subsisting therein are owned by third parties, grants a sub-licence to transmit, copy, reproduce and use the material prepared and/or provided by the Supplier under or in connection with this Contract and any proprietary work contained in or extracted from such material for the permitted purpose. This licence or sub-licence shall include the right to grant sub-licences or sub-sub-licences on identical terms (including (without limitation) to other members of the delivery team with whom the Authority has a contract, contractors and Subcontractors).
- 65.11 The Supplier shall have regard to the explanation of BIM and GSL requirements across the industry.
- 65.12 The Supplier is to assist develop best practice GSL processes, roles and responsibilities, and generated activities are to be in alignment with the UK BIM Framework Guidance document "Government Soft Landings- Revised guidance for the public sector on applying BS8536 parts 1 and 2-updated for ISO 19650".
- 65.13 The Supplier is to work with the Authority to deliver GSL in a cohesive and collaborative way, ensuring the smooth transition from delivery (including decommissioning or onboarding an Asset, projects impacting Assets, and lifecycle works/business as usual workstreams) to managing an Asset.
- 65.14 The Supplier shall comply with the UK BIM Framework (inclusive of ISO 19650 and supporting documents; see SF9 for details) as required by the Authority during the term of the Contract and any updates to these standards. The Supplier shall, when required, either:
- 65.14.1 Act as the BIM Information Manager on the Contract, aligning itself to the BIM documents and the Authority's strategic objectives; or
  - 65.14.2 Comply with the reasonable instructions of the BIM Information Manager in relation to the BIM documents and the Authority's strategic objectives.
- 65.15 The Supplier must assist in the Authority's aim to improve and develop its BIM maturity, with the understanding that deviation from the UK BIM Framework must be mutually agreed in advance.
- 65.16 The Supplier shall work with the Authority to ensure a process for the retrospective use of BIM in the Asset information plan, which also develops trigger points which supports the Authority's strategic objectives within the UK BIM Framework and ISO19650 compliance.
- 65.17 The Supplier shall collaboratively work with the Authority to support the Authority's space planning workflows, objectives, and outputs. The Supplier must capture change wherever there is interaction with workflows resulting in

shared data changes or exchange.

- 65.18 The Supplier must collaborate with the Authority to author, exchange, assure and subsequently use and re-use trusted information across all Assets.
- 65.19 The Supplier shall allow for the capture (using the agreed Asset change control process) and maintenance of Assets, owning the process of updating all information (including, but not exclusively 3D models and/or 2D drawings) as well as the Asset Register and CAFM System.
- 65.20 The Supplier shall provide an Asset information plan and a roles and responsibilities matrix at Mobilisation stage, which is to be developed through the procurement process in collaboration with the Authority to ensure these meet the operational needs of the Authority.
- 65.21 Neither party shall be liable to the other for any amendment or modification of material produced in accordance with the Information Protocol for the operation phase of Asset and the agreed Information Particulars. This shall be undertaken in a phased approach, with regular review, reaching agreement and mutual consent through collaboration, except where such amendment or modification:
- 65.21.1 Was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);
- 65.21.2 Was permitted by the BIM documents; or
- 65.21.3 Was made for a permitted use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to this Contract.
- 65.21.4 The Supplier shall use systems that meet the Government's requirements for compliance with the UK BIM Framework (inclusive of ISO 19650 and supporting documents; see Annex A (SF9) for details), which ensure that all data on these systems have appropriate security markings, and applicable data access control and be managed by the Supplier. The system(s) provided by the Supplier shall be a solution that satisfies the Authority's security and system policy requirements and link seamlessly with the IMP, meeting the Authority's Master Data Strategy.
- 65.22 The Supplier shall provide a system(s) which enables them to deliver the services in accordance with ISO27001 and ISO1950-5.
- 65.23 The Supplier shall be responsible for the provision, regular review and update of a Business Continuity Framework and Business Continuity and Disaster Recovery Plan.
- 65.24 The Supplier shall ensure that any Subcontractors that it engages are bound by obligations no less onerous than those which apply to the Supplier.
- 65.25 It is expected that the classification Standards applied shall as a minimum reference Uniclass 2015, SFG20 and the New Rules of Measurement (NRM3) to enable the ease of transfer between projects and Asset management

operations.

## 66 Service F10 - Display Energy Certificates (DECs)

- 66.1 The following Standards apply to this Service - SF10.
- 66.2 When required, the Supplier shall be responsible for Display Energy Certificates (DECs) and shall perform the audit, issue and display and renewal of energy certificates at Authority Premises as required by the Authority, including those Authority Premises which require DECs under Government legislation. The Supplier shall appoint an accredited energy surveyor, when requested by the Authority, and ensure all DECs are displayed by the required date.
- 66.3 The Supplier shall be responsible for maintaining an up-to-date register of DEC information for all the Authority Premises, including the unique reference number, advisory report reference, DECs score, rating and expiry date for each property.

## 67 Service F11 - Energy Performance Certificates (EPCs)

- 67.1 The following Standards apply to this Service - SF11.
- 67.2 When required, the Supplier shall be responsible for Energy Performance Certificates (EPC) and shall perform the audit, issue and display and renewal of the EPC certificate at Authority Premises as required by the Authority. The Supplier shall appoint an accredited energy surveyor, when requested by the Authority, and ensure EPC are provided, where required at the Authority Premises by the required date.
- 67.3 The Supplier shall be responsible for maintaining an up-to-date register of EPC information for all the Authority Premises, including the unique reference number, advisory report reference, EPC score, rating and expiry date for each Authority's Premises.

## 68 Service F12 - Radon Gas Management Services

- 68.1 The following Standards apply to this Service - SF12.
- 68.2 Where the Authority Premises are located in a radon affected areas (as defined within the Public Health England's (PHE) definitive radon dataset), the Supplier shall be responsible for managing radon on behalf of the Authority. The requirements shall include but not be limited to the delivery of radon surveys, PPMs, monitoring, implementation and assurance of control measures, delivery of Remedial Works and radon risk assessments (where required).
- 68.3 The Supplier shall carry out an annual search on all properties and update the radon risk (%) potential. Where radon risk percentage (%) exceeds the

threshold determined by the Authority, the Supplier shall conduct on-site detection/monitoring and on completion, shall provide marked up drawings and a report detailing the outcome of the monitoring exercise.

- 68.4 Where the Authority has responsibility to tenants located within a radon affected area under duty of care, the Housing Act 2004, Building Regulations and the Homes (fitness for human habitation) Act 2018, the Supplier shall be responsible for delivering Services on behalf of the Authority.
- 68.5 In all cases where Authority Premises are located in radon affected areas, Supplier responsibilities shall include but not be limited to:
  - 68.5.1 Undertaking annual radon searches, radon risk assessments, monitoring/detection and surveys;
  - 68.5.2 Managing the requirements outlined within the Housing Health and Safety Ratings System (HHSRS) system;
  - 68.5.3 Liaising with the UK Health Security Agency (UKHSA) as / where appropriate;
  - 68.5.4 Liaising with the Local Authority as / where appropriate;
  - 68.5.5 Liaising with the Authority to provide information on the scope and costs of works required to ensure compliance with all legislation and statutory requirements; and
  - 68.5.6 Ensuring the Authority is kept fully updated on all radon related works and issues to maintain to ensure all potential impacts on tenants are mitigated as far as is possible.

## 69 Service F13 - Permit to Work

- 69.1 The following Standards apply to this Service – SF13, Annex N - Permit to Work and Annex Q - Risk Assessment for FM activities supplementary documents.
- 69.2 The Supplier shall:
  - 69.2.1 Be responsible for the development of a permit to work procedure that shall be reviewed and agreed with the Authority during the Mobilisation Period. Note that the Supplier is required to manage and operate the permit to work process on all activities carried out, regardless of if works are carried out by the Supplier's Staff, Subcontractors or Authority third-party suppliers;
  - 69.2.2 Be responsible for issuing and managing all permits to work, including hot works permits for each Authority Premises as required by the Authority and shall ensure the provision of sufficient, suitably qualified and experienced authorising engineers and Authorised Persons (AP) required to effectively operate and administer the Permit to Work where works have been assigned to and are the responsibility of the Supplier;
  - 69.2.3 Be responsible for issuing and managing all permits to work, including

hot works permits for each Authority Premises as required by the Authority and shall ensure the provision of sufficient, suitably qualified and experienced authorising engineers and Authorised Persons (AP) required to effectively operate and administer the permit to work upon the request of the Authority where works are to be delivered by Authority appointed third-party suppliers;

- 69.2.4 Also include the management and compliance with business unit specific access control requirements;
- 69.2.5 Be required to manage and agree all third party consents as part of this process (for example landlords) before commencing works or Services. The Supplier shall liaise with the helpdesk and any estates management suppliers in order to comply with this requirement;
- 69.2.6 All permits to work shall be supported by full risk assessments and method statements for undertaking the work;
- 69.2.7 Be responsible for setting-up and the operation of a safe system of work, including risk assessments and method statements, with regard to all aspects of the operation of the safe system of work. As part of this process the Supplier shall ensure that Supplier Staff and Subcontractors who are undertaking work at the Authority Premises, consult the asbestos register and sign to indicate that this has been carried out. The Supplier's risk assessment process shall be in accordance with Annex Q - Risk Assessment for FM Activities process;
- 69.2.8 Operate the permit to work system through the Supplier's CAFM System where practicable and ensure that Work Orders (PPM, Remedial or Reactive Works) that require a permit to work are flagged accordingly in the Supplier's CAFM. The Supplier shall ensure that the permit is approved and that the timing for when the work can occur is agreed with the Service Manager;
- 69.2.9 Be cognisant that the Service Manager will have access via a web portal to the CAFM System and to details of planned visits to site, including the status of permit to work. The Supplier shall not be allowed on an Authority Premises should the permit to work not be indicated as authorised within the CAFM System; and
- 69.2.10 Contact the Service Manager to show that the permit to work has been received, has the necessary authorisation and all of the relevant parties are aware of the programmed work or Service and the timescales for Delivery.

## Work Package G - LANDSCAPING SERVICES

### 70 General Requirements and Key Outcomes:

- 70.1 The Supplier shall provide a professional, fully managed service of Planned and Reactive landscaping Services in accordance with the Contract.
- 70.2 The Supplier shall deliver a service that provides a clean and tidy external environment that is visually appealing, free of pests, maintains a positive public image, and provides the Authority's Staff with a pleasant environment in which to work. Including preserving the condition of building surfaces such as grounds and car parks as well as considering the biodiversity of the Authority's Premises.
- 70.3 The landscaping Services shall meet the standards described in the Work Package G and Standards set out in Annex A as well as meet the set response times outlined in Annex E.
- 70.4 The Supplier is required to provide the landscaping Service described below in compliance with current legislation, regulations and Good Industry Practice.
- 70.5 The landscaping Service includes but is not limited to:
  - 70.5.1 External hard surfaces including pathways, loading bays, roads, side passages and external stairwells;
  - 70.5.2 Car parks;
  - 70.5.3 Grassed areas including lawns and hedges;
  - 70.5.4 Leaf clearance;
  - 70.5.5 Shrub and flower beds;
  - 70.5.6 Snow clearance and gritting; and
  - 70.5.7 Trees and shrubbery.
- 70.6 The above list is not exhaustive and excludes any areas that are maintained by an external landlord.
- 70.7 All scheduled activities shall be incorporated into a comprehensive PPM schedule which shall be operated by the Supplier and be visible and tracked through the Authority's CAFM System. All PPMs shall be managed in accordance with the Annex L - Management of Statutory Compliance, PPMS and Work Delivery.
- 70.8 For both Planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the Mobilisation Period.
- 70.9 Indicative hard and soft landscaping areas for each site are provided in Annex B – Service Matrix, these will need to be validated and agreed with the

Authority for each location during the Mobilisation Period.

## 71 Service G1 - Hard Landscaping Services

- 71.1 The following Standards apply to this Service - SG1.
- 71.2 The Supplier shall provide hard landscaping maintenance, which includes but is not limited to:
- 71.2.1 Footways/footpaths/pavements/road surfaces (including road drainage and storm drains) and walls;
  - 71.2.2 Courtyard and terrace paving;
  - 71.2.3 Steps and ramps to entrances;
  - 71.2.4 Car parking areas;
  - 71.2.5 Kerbs, edgings and pre-formed channels;
  - 71.2.6 Fencing, gates and boundaries;
  - 71.2.7 Fixed and portable irrigation systems;
  - 71.2.8 Lighting columns and lit bollards;
  - 71.2.9 External furniture including wooden furniture, bicycle shelters, handrails, pedestrian barriers, flagpoles and sculptures; and
  - 71.2.10 Road and playground markings.
- 71.3 The Supplier shall ensure that all external hard surfaces are kept safe, clean and tidy and are maintained in accordance with SFG20 or an alternative standard, where agreed with the Authority. See Annex L - Management Statutory Compliance, PPMs and Work Delivery.
- 71.4 The Supplier shall ensure that PPM and Reactive Maintenance activities maintain areas of hard landscaping that are safe, free of Defects, trip hazards and prevent any dangers or hazards to the Authority, its Staff and Authority Premises users.
- 71.5 The Supplier shall ensure that fences, gates and boundaries are maintained and replaced to deter unauthorised access and retain the appearance of well-kept facilities.
- 71.6 The Supplier shall ensure that all external wooden furniture, bicycle stores and the like are well maintained, cleaned at least Monthly, and kept in good repair including painting as required.
- 71.7 The Supplier shall respond to requests for Reactive Maintenance placed via the Authority's Integrator Helpdesk. The Supplier shall ensure that a proactive approach is taken to maintenance of hard landscaping.
- 71.8 Indicative hard landscaping areas for each site are provided in Annex B – Service Matrix, these will need to be validated and agreed with the Authority for each location during the Mobilisation Period.
- 71.9 The Supplier shall be responsible for the provision of all materials and consumables required to successfully deliver the Service and ensure safe



access to the Authority's Premises is maintained.

## 72 Service G2 - Soft Landscaping Services

- 72.1 The following Standards apply to this Service - SG2.
- 72.2 The Supplier shall provide a fully comprehensive, professionally managed soft landscaping and maintenance Service at the Authority's Premises. The Service may be integrated with other external Services such as cleaning and hard landscaping maintenance where applicable, so that there shall be no duplication of tasks in external areas. The Supplier shall maintain all external planted areas and shall maintain healthy and vigorous plants with a tidy, weed-free, appearance. The Supplier shall determine the frequency of landscaping visits necessary to maintain the soft landscaping to the standard required.
- 72.3 The Supplier shall provide soft landscaping services in alignment with the Authority's Nature Recovery Plan and biodiversity targets. The Service shall be conducted in a way that aims to conserve and enhance biodiversity of the immediate and surrounding environment.
- 72.4 The Supplier shall provide a horticultural Service in respect of the provision and maintenance of external planting in beds and containers. Plants provided shall be native species or non-native species with a proven benefit to biodiversity. All plants shall be maintained to ensure a pleasing and tidy appearance and are healthy in growth, maintaining a condition rating of 'Good' following the Natural England metric used for calculating Biodiversity Net Gain - Biodiversity Metric 3.1, or its successor(s), condition sheets for the relevant habitat type. All plants and shrubs that have died or appear to be dying shall be removed and replaced as soon as possible with a suitable, comparable replacement.
- 72.5 The Supplier shall provide a maintenance service in respect of all grassed areas which shall be maintained to reflect the type of grassland present. Where amenity grassland (or 'modified grassland' as per UK Habitat Classification system) is present, grass shall be maintained to a good aesthetic standard at all times with grass cuttings removed from site. Where longer semi-natural grassland or wildflower areas ('other neutral grassland' as per UK Habitat Classification system) are present, grass shall be managed for biodiversity benefit with reduced cutting frequency. The Supplier shall support the Authority in identifying amenity grassed areas suitable for enhancement to a higher distinctiveness habitat through appropriate management.
- 72.6 The Supplier shall provide a fully detailed landscape maintenance schedule detailing the types of features present on each Premise, their condition, the maintenance works associated with each feature, and the required frequency of such works/visits.
- 72.7 The Supplier shall ensure that:
- 72.7.1 All plant specimens are kept to a height and form which is safe and in

- accordance with good horticultural practice;
- 72.7.2 All pots/ containers are cleaned and replaced where necessary;
- 72.7.3 All plants which have the potential to cause harm to humans or animals are removed;
- 72.7.4 All external soft landscaped areas are kept safe, clean and tidy and shall be responsible for the removal of all litter, leaves and debris and for emptying all external waste receptacles, including but not limited to dog litter bins, in accordance with hazardous waste regulations;
- 72.7.5 Planned and Reactive Maintenance activities and maintained areas of soft landscaping and planting are safe and free of Defects;
- 72.7.6 That they prevent any dangers or hazards to the Authority, its Staff and Authority Premises users;
- 72.7.7 All areas are kept free of an accumulation of leaves, weeds and any other solid matter, except in any areas designated for biodiversity reasons e.g. composting sites;
- 72.7.8 All trees are maintained to ensure the safety of the Authority and its Staff and including remove dead, dying, diseased and weak growth that may impact safety. Tree pruning is also required to ensure trees / shrubs avoid conductor contacts and grounding of circuits through the trees. Any pruning up to 3m and branches / foliage less than 150mm diameter will be included. Any pruning required either above 3m or greater than 150mm diameter shall be dealt with as Tree Surgery (Service G3) via Contract Schedule 4: Service Order and Projects;
- 72.7.9 A tree survey is undertaken every two years, incorporated into a PPM schedule and tracked through the Authority's CAFM System. In the first 12 Months from the *starting date* a tree survey is to be undertaken documenting as a minimum; species; height/diameter; age of the tree; location; condition; overall health of the tree (known diseases); Tree Preservation Order (TPO) in place, any features present (such as bird boxes etc), maintenance programme throughout the Contract (to include any specific hazards); and life expectancy. During the Mobilisation Period a Schedule of trees shall be produced by the Supplier and details are required to be updated on the tree survey every 2 years;
- 72.7.10 Soil improvers shall not contain peat or sewage sludge;
- 72.7.11 Growing media shall not contain peat;
- 72.7.12 All products and Services procured shall comply with the latest version of the Horticultural Code of Practice covering invasive non-native plants;
- 72.7.13 Growing media shall meet quality Standards as set out under the PAS100 and the quality protocol;
- 72.7.14 Plants shall not be supplied in or with growing media containing peat. It

is accepted that a residual amount of peat may remain from its use in the original propagation of a plant; and

- 72.7.15 All debris arising from the performance of the works is promptly removed from the Authority Premises and disposed of in an environmentally preferable manner.
- 72.7.16 The Supplier shall provide photographic evidence at the end of each landscaping visit (date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the PPM Work Order.
- 72.7.17 The Supplier shall ensure pruning is completed as required to prevent any vegetation from obscuring views of the Authority's VSS.
- 72.8 The Supplier shall consider in every instance whether the use of any form of chemical, including fertilizer, pesticide and herbicide, is strictly necessary before application and will use natural control methods over chemicals wherever reasonably practical. The Supplier shall only use chemicals specifically approved for the purpose for which it is intended as dictated by the Control of Pesticides Regulations, the conditions of Approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs (DEFRA). The Supplier shall ensure compliance with the Authority's policy on Greening Government Commitments at all times.
- 72.9 Where invasive weeds are present at an Authority Premise, the Supplier shall inform the Authority and be responsible for putting in place surveillance regimes in line with statute (Wildlife and Countryside Act 1981 and Weeds Act 1959) to identify notifiable and invasive weeds to initially control and stop their spread with an objective to totally eradicate them. The costs for this Service shall be managed via Contract Schedule 4: Service Order and Projects.
- 72.10 The Supplier shall ensure that all chemicals are applied in accordance with manufacturers' instructions and in accordance with all relevant health and safety codes. Use of pesticides and artificial fertilisers shall be minimised, by for example switching to natural methods of controlling weeds, insects and fungi and maintaining soil fertility. The Supplier shall substitute all slow renewables, such as peat, with organic wastes such as compost, manure, leaf mould, bark chippings and coir. Additionally, the Supplier shall maintain the grounds of the Authority Premises by using good husbandry and encouraging native flora and fauna.
- 72.11 In addition to general soft landscaping, the following areas are to be considered as in-scope under the provisions of this Service with relevant maintenance provided at an appropriate frequency for each:
- 72.11.1 Wormeries;
- 72.11.2 Bat, bird, and beetle boxes;
- 72.11.3 Nesting birds;

- 72.11.4 Bug hotels, log pyramids, and hedgehog houses or equivalent features;
  - 72.11.5 Heritage vines and creepers;
  - 72.11.6 Annual pruning and maintenance; and
  - 72.11.7 Herb garden for use in catering departments (where applicable).
- 72.12 Where this Service is required at an historic environment (built heritage and archaeological remains), designated nature conservation sites, forestry plantations, crematoria and graveyards, and Government historic estate, detailed approach will be agreed during Mobilisation.

### 73 Service G3 - Tree Surgery (Arboriculture)

- 73.1 The following Standards apply to this Service - SG3.
- 73.2 The Supplier shall develop a tree survey (see 72.7.9) for the Authority Premises.
- 73.3 The Supplier shall provide tree surgery both in line with the requirements, agreed with the Authority, arising from the tree survey and on an ad hoc basis and evaluated on an elective basis which are not in scope of the soft landscaping requirements. Costs for these Services shall be managed via Contract Schedule 4: Service Order and Projects.
- 73.4 The Supplier shall ensure that Supplier Staff carrying out tree surgery Services are National Proficiency Tests Council qualified (or equivalent) in arboriculture, and that all work is carried out to BS 3998 Standard. Any third-party Supplier(s) used by the Supplier for performing tree surgery services shall be a full member of the Arboriculture Association.
- 73.5 The Supplier shall seek Approval from the Authority before trimming or felling any trees, particularly trees, which are protected via a TPO.
- 73.6 The Supplier shall provide photographic evidence at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated Service Order.

### 74 Service G4 - Planned Snow and Ice Clearance

- 74.1 The following Standards apply to this Service - SG4.
- 74.2 The Supplier shall provide a professionally managed and proactive snow and ice clearance service to the Authority Premises as defined in the Annex B - Service Matrix. The Supplier shall monitor local weather forecast data, specific to the Authority Premises post code location, to determine the likelihood of frost, snow and ice. Where snow, ice and heavy frost is forecast, the Supplier shall take reasonable preventative measures (such as salting/gritting) to maintain safe surfaces for pedestrian and vehicle users. All roads, car parks, pathways, entrances and other affected surface areas of the Authority Premises shall be free of snow and ice before the start of

Operational Working Hours and kept in an anti-slip condition.

- 74.3 The Supplier shall inform and report to the Authority, those sites due for planned snow and ice clearance on the day that the activity is due to take place and provide a report on the following day to confirm which sites have been attended to. The Supplier shall also provide these reports to the Authority's Integrator.
- 74.4 The Supplier shall provide salt bins and salt to the Authority's Premises, as required to deliver their planned Service.
- 74.5 The Authority may request salt and salt bins for the Premises in addition to those required for the planned Service. These costs shall be managed via Contract Schedule 4: Service Order and Projects.
- 74.6 All salt used or provided on the Authority's Premises must be an environmentally friendly salt product (or alternative), free from urea and any storage on-site must be covered to prevent leachate into the environment.
- 74.7 The Supplier shall take care during snow clearance to ensure that the Authority Premises are not damaged.
- 74.8 The Supplier shall provide evidence reporting, details of location and areas serviced and daily recording of activity, that can be accessed electronically by the Authority.

## 75 Service G5 - Reactive Snow and Ice Clearance

- 75.1 The following Standards apply to this Service - SG5.
- 75.2 The Supplier shall provide a reactive gritting, snow and ice clearance Services as and when required at the Authority Premises.
- 75.3 This Service shall be routed via the Authority's Integrator Helpdesk to ensure a seamless and efficient Service and be in accordance with the Annex E - Service Delivery Response and Rectification Times.
- 75.4 The Supplier shall be responsible for the provision of all materials and consumables required to successfully deliver the service and ensure safe access to the Authority Premises is maintained.
- 75.5 The Supplier shall take care during snow clearance to ensure that the Authority Premises is not damaged.
- 75.6 Costs for these Services shall be managed via Contract Schedule 4: Service Order and Projects.
- 75.7 The Supplier shall provide evidence reporting, details of location and areas serviced and daily recording of activity, that can be accessed electronically by the Authority.

## 76 Service G6 - Reservoirs, Ponds, River Walls and

## Water Features Maintenance

- 76.1 The following Standards apply to this Service - SF5.
- 76.2 The Supplier shall provide a maintenance Service in respect of ponds and external water features, where applicable. Ponds shall be free from excessive plant remains, weeds and sludge so as to maintain a healthy biological balance.
- 76.3 The Supplier shall manage the water levels in lakes and reservoirs in compliance with the Reservoir Act 1975 and subsequent amendments. The Supplier shall be required to carry out risk assessments on potential erosion or breaching of the lake or reservoir.
- 76.4 The Supplier shall provide an inspection report on an annual basis or as dictated by any applicable risk assessment.
- 76.5 The Supplier shall provide maintenance in respect of sea walls and river walls where applicable. The Supplier shall carry out an annual inspection and provide a condition report to the Authority as required.
- 76.6 The Supplier shall ensure that Supplier Staff operating in a water environment:
- 76.6.1 Comply with all relevant Health and Safety Legislation;
  - 76.6.2 Suitably trained and competent to manage risk;
  - 76.6.3 Provide a fence or barrier to any structure or scaffold where there is a risk of persons falling from such structures into water;
  - 76.6.4 Where an independent electrically or mechanically operated hoist or cradle is used to provide a competent operator or given sufficient training in its use. Some means of communication is to be provided for use in an emergency;
  - 76.6.5 Check, maintain and examine in accordance with manufacturer's or statutory requirements any hoist / cradle;
  - 76.6.6 Display warning signs/notices;
  - 76.6.7 Provide adequate lighting for the whole of the period of work. Lighting shall be adequate for night work and shall illuminate the immediate surrounding water surface;
  - 76.6.8 Wear a buoyancy aid, of a tested and approved pattern;
  - 76.6.9 Provide suitable rescue equipment, for example a boat, boathook, lifebelt or lifeline to be in position, and check as serviceable before works are permitted to commence;
  - 76.6.10 Strictly control the use of any electrical equipment and shall take steps to ensure that leads are not long enough to touch the water. All equipment shall be connected to lines to prevent their accidental dropping into water causing possible electric shocks;
  - 76.6.11 Conduct regular and frequent checks on numbers of Staff working and

provide adequate supervision;

76.6.12 Do not operate as lone workers, any works over water are to be carried out by a minimum of two persons; and

76.6.13 Ensure that extra checks are made by the Supplier. Special care must be taken in fog, snow or rain.

- 76.7 Where waterways, ponds and lakes are present, the Supplier shall carry out one inspection annually and ensure boundaries are kept free from weeds. Ponds shall be free from excessive plant remains, weeds and sludge to maintain a healthy biological balance. Any plants added to waterbodies shall be native species or non-native species with a proven benefit to biodiversity, replacing any existing non-native species.
- 76.8 The Supplier shall be required to carry out risk assessments on potential erosion or breaching of the lake or reservoir, as part of the annual inspection of waterways.
- 76.9 The Supplier shall ensure that the discharge of pollutants into waterways is managed in accordance with the environmental management requirements and that relevant consents to discharge or exemption certificates (where consent is not required) are obtained and followed.
- 76.10 Water quality testing and reporting, in-line with environment agency best practice including L8, Legionnaires' disease. The control of legionella bacteria in water systems: Control of legionella testing of water features.
- 76.11 The permit to work system shall be used for this Service.
- 76.12 For both Planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the Mobilisation.

## 77 Service G7 - Internal Planting

NOT REQUIRED

## 78 Service G8 - Cut Flower and Christmas Trees

NOT REQUIRED

# Work Package H - CATERING SERVICES

## 79 Service H: Generic Catering Requirements

- 79.1 The Supplier shall deliver the catering services defined in Annex B – Service Matrix to include restaurant, events / hospitality, vending, coffee and

delicatessen services.

- 79.2 The Supplier shall be subjected to additional GBS in relation to food and catering in accordance with Appendix 1 to Annex A - Government Buying Standards for Food and Catering Services.
- 79.3 The Supplier shall supply:
- 79.4 A value for money catering service, which is consistent with current food service trends and the Authority's requirements and expectations;
- 79.5 A sustainable catering solution which:
- 79.5.1 Supports current and future hybrid working arrangements and variable Authority Staff numbers utilising Authority Premises as a place of work;
  - 79.5.2 Recognises the need to adopt regional and locational catering solutions;
  - 79.5.3 Supports diversity and inclusion in the workspace and promotes the health and wellbeing of Authority Staff;
  - 79.5.4 Delivers a flexible and adaptable service, commensurate to the number of Authority Staff working at the Authority Premises;
  - 79.5.5 Operates a pricing policy that is benchmarked to high street and Authority budgets as evidenced by the Authority's requirements;
  - 79.5.6 Provides options for payment to the Authority that include debit-card, credit-card, contactless or cashless payment systems;
  - 79.5.7 Offers sustainable and wide-ranging options for healthy meal, vegan and snack options and aligns to any provenance guidelines and requirements outlined by the Authority in the Scope;
  - 79.5.8 Has a plan to recycle 100% of all waste generated from the delivery of the Services with a minimum requirement of >70% of waste recycled and <5% of waste to landfill;
  - 79.5.9 Ensures all food waste arisings from delivery of the Services are collected separately and disposed of via an appropriate method of food recycling;
  - 79.5.10 Arrange for any unsold surplus food that is still in a usable condition but would otherwise be disposed to be donated to local charities;
  - 79.5.11 Prioritises reusable solutions for cutlery, crockery, food packaging, condiments, cups and any other user items over disposable options. Where disposables are required, the Supplier shall not use any single use plastics, and shall provide alternative non-plastic recyclable solutions;
  - 79.5.12 Provide a reusable solution for hot drinks cups (such as a loan cup scheme) and will not offer any disposable cups to customers;
  - 79.5.13 Provides Monthly sustainability data on volume of food produced, sold, and wasted; waste arisings (general, recyclable and food) in tonnes; waste disposal destinations; and number of consumer single use



plastics used;

79.5.14 Maximises the use of technology, for example the use of digital menus, online ordering and click and collect solutions;

79.5.15 Ensures Services are provided at convenient locations with optimal footfall or as advised by the Authority; and

79.5.16 Seeks to maximise the use of the facilities and opportunities for increases in revenue from the delivery of the Service.

- 79.6 The Supplier shall be responsible for the production of a catering service business plan and shall include the identification and exploration of opportunities to develop and enhance the catering service, at the defined sites, to deliver continual improvement, greater efficiency, improved sustainability, enhanced customer experience and generation of additional income streams.
- 79.7 The Supplier shall include in the Price a catering fee, for those sites where this is required to provide the Service, based on indicative tariffs shown in document H Catering Services – 2 -Current Menus and Tariffs, which has been provided to Suppliers at tender stage. These shall be updated by the Supplier during the Mobilisation Period and the Service Period. The overall objective is for the catering service to be provided at nil subsidy.
- 79.8 The Supplier shall be responsible for the completion of a quarterly balanced scorecard submission to include the associated Defra Food Marketplace certification as applicable to the catering provision at the Authority Premises.
- 79.9 The Supplier shall provide a complete price and quality benchmarking exercise prior to *starting date* and every six (6) Months after *starting date* to validate and support proposed changes to pricing.
- 79.10 The Supplier shall ensure that they do not offer any form of credit or deferred payment to customers for the Services.
- 79.11 The Supplier shall ensure the Services are delivered in accordance with the Environmental Protection (plastic straws, cotton buds and stirrers) (England) Regulations 2020, related regulations in place across devolved administrations and all future waste related regulations.
- 79.12 The Supplier shall be responsible for the provision of consumables required to deliver the Service. The Authority is responsible for the provision of food production equipment, fixtures and fittings.
- 79.13 The Supplier shall be responsible for the production and provision of all promotional media and menus associated with the delivery of these Services and shall ensure the Authority has issued Approval of all designs, formats and content prior to use at Authority Premises as part of Mobilisation.
- 79.14 The Supplier shall ensure that training plans are in place for all Supplier Staff and that training schedules are updated regularly to successfully maintain the provision of the Services and meet the required performance targets at the

Authority Premises.

- 79.15 The Authority shall be responsible for the payment for water, gas, electricity and waste management Services.
- 79.16 The Supplier shall recognise that offer styles may vary by location and where appropriate, shall take into account the following factors:
- 79.16.1 Location of Authority Premises;
  - 79.16.2 Location of trading points and trolley runs;
  - 79.16.3 Authority Premises activity;
  - 79.16.4 Authority Premises footfall;
  - 79.16.5 Wider community sales opportunities; and
  - 79.16.6 Staff budgets.
- 79.17 The Supplier shall provide storage and access to the delivery and waste areas where necessary.

## 80 Service H1 - Chilled Potable Water

- 80.1 The following Standards apply to this Service - SH1.
- 80.2 The Authority confirms that only mains fed water coolers are used on the Authority's Premises and bottle-fed water coolers are not permitted.

## 81 Service H2 - Retail Services / Convenience Store

NOT REQUIRED

## 82 Service H3 - Deli / Coffee Bar

- 82.1 The following Standards apply to this Service - SH3.
- 82.2 The Supplier shall provide a counter Service offering, with a mix of ready-made grab and go items and 'made to order' choices. This can be served from a fixed counter or mobile cart.
- 82.3 Some Authority Premises may opt solely for hot beverage and grab and go offering, because of higher returns and/or space configuration, so this option shall be made available if required.

## 83 Service H4 - Events and Functions

- 83.1 The following Standards apply to this Service - SH4.
- 83.2 Cost for this Service shall be purchased with the Authority's electronic payment card or alternative agreed payment process at the point of ordering.
- 83.3 The Supplier shall provide an on-demand catering service for events and

functions as required.

## 84 Service H5 - Full Service Restaurant

84.1 The following Standards apply to this Service - SH5.

84.2 The Supplier shall provide:

84.2.1 A full service restaurant provision, which shall feature but not be limited to a range of freshly prepared meals, snacks and beverages with seating areas. Typically opening for continental and cooked breakfast; lunch and afternoon break. The Supplier shall provide multiple counters including hot choices deli, coffee and salads;

84.2.2 A range, choice and quality of menu offers that meets the Authority's requirements and expectations, maximises utilisation and spend and is commensurate with the operational and physical design of the facility; and

84.2.3 A daily menu that is consistent in range, choice and quality. Samples of menus have been provided within "H Catering – 2 – Current Menus and Tariffs" <sup>4</sup>.

84.3 The Supplier shall:

84.3.1 Provide a minimum daily menu range which shall be agreed with the Authority;

84.3.2 Be expected to provide an appropriate daily variety of menu offers which promotes the use of the facility and maintains consumer interest;

84.3.3 Ensure that the menu offering has a range of healthy and balanced options, including meeting vegan dietary requirements;

84.3.4 Continually review and refine the menu offer, creating a seasonal menu plan which meets changing consumer demands and thus maximises sales and levels of utilisation;

84.3.5 Be responsible for providing all menu boards, menus and tariffs and other point of sale merchandising materials; and

84.3.6 Ensure that a menu board advertising the full menu range is available, together with the current agreed tariff. The menu board shall be prominently displayed both within the restaurant outlet, externally to the outlet and in prominent locations around the Authority Premises. The menu and tariff shall be well presented, printed or type written and clearly legible.

## 85 Service H6 - Hospitality (Working Lunches) and

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<sup>4</sup> Documents were provided in the Data Room during the Tender process

## Meetings

- 85.1 The following Standards apply to this Service - SH6.
- 85.2 The Supplier shall:
- 85.2.1 Provide an on-demand Service as required. Cost for this Service shall be purchased with the Authority's electronic payment card or alternative agreed payment process at the point of ordering. The cost for each event / function shall include food, labour, other reasonable costs and profit;
  - 85.2.2 Ensure working lunches, beverages, hot meals and buffets are available where required; and
  - 85.2.3 Operate an effective booking and charging system for all ad hoc hospitality or meeting catering Services.
- 85.3 Hospitality menus and price lists shall be made available by the Supplier and agreed with the Authority on a regular basis and no less than annually.

## 86 Service H7 - Outside Catering

NOT REQUIRED

## 87 Service H8 - Trolley Service

NOT REQUIRED

## 88 Service H9 - Vending Services (Food and Beverages)

- 88.1 The following Standards apply to this Service - SH9.
- 88.2 The Supplier shall provide:
- 88.2.1 Continuous service primarily on Authority Premises where twenty-four (24) hours seven (7) days a week access is required and/or where a catering service is unavailable;
  - 88.2.2 A vending Service that will include cold drinks, sweets and snacks, and pre-packed food items; and
  - 88.2.3 The vending Service shall meet healthy eating, sustainability and provenance guidelines.
- 88.3 The Supplier shall ensure that:
- 88.3.1 The vending Service meets the requirement of the Authority's Staff working at Authority Premises to include but not be limited to site Operational Working Hours, late, weekend and lone working shift operations. The service shall be provided at nil subsidy and be part of the catering concession wherever feasible. Current vending scope and income is shown in "H Catering Services-3- Numbers of Vending

Machines By Location” and “H Catering Services-4-Current Vending Income By Location”.<sup>5</sup> It is at the Supplier’s discretion to develop an appropriate mix of vending. A proposed Supplier vending approach at each of the specified sites will be provided by the Supplier for Authority feedback during the Mobilisation Period;

88.3.2 The pricing is benchmarked to high street prices, in alignment with Contract Schedule 10: Benchmarking, and the Authority’s budgets;

88.3.3 Vending machines are replenished with appropriate items, including cold beverages, confectionery and cold snacks. The date label is to be checked and removed as required. Storage conditions shall be appropriate to the product; and

88.3.4 The Supplier shall remove and dispose of vending waste (including food waste) in alignment with the agreed Sustainability Management Plan shown in “D: Sustainability-2-DWP Sustainability Management Plan”<sup>6</sup>.

88.4 The Supplier shall clean and maintain vending machines and ensure that they are operable during Operational Working Hours.

## 89 Service H10 - Residential Catering Services

NOT REQUIRED

## Work Package I - CLEANING SERVICES

### 90 Service I: Generic Cleaning Requirements

90.1 The Authority requires a full routine and reactive cleaning Service across the whole estate as required in the Annex B - Service Matrix and Annex E – Service Delivery Response and Rectification Times.

90.2 The Supplier shall ensure that:

90.2.1 The required Standard, as set out in Annex A – Standards, is in evidence daily before the start of the Authority Premises users’ business activity;

90.2.2 They specify and use cleaning materials, consumables and practices that are environmentally preferable, with a recognised environmental accreditation, and shall be selected according to the principles of good control, (as detailed by the HSE), to ensure lowest risk of harm. The Supplier shall provide relevant and up-to-date COSHH (Control of Substances Hazardous to Health) assessments for all products used on the Authority Premises. These COSHH assessments shall be

<sup>5</sup> Documents were provided in the Data Room during the Tender process.

<sup>6</sup> Document can be found within the Contract Schedule 30.

readily available for cleaning Staff on-site.;

- 90.2.3 The Supplier shall support the Authority's target to eliminate single use plastics by utilising refillable containers for all cleaning products throughout the entire product cycle and specifying non-plastic alternatives for any consumable items such as wipes, wherever reasonably practicable;
- 90.2.4 The Supplier shall support the Authority's waste targets wherever practicable by promoting resource efficiency through larger container sizes, exploring container and packaging reuse/take-back schemes with product suppliers, and ensuring products are recyclable and disposed of appropriately at end of life;
- 90.2.5 Operational Working Hours and the Authority's on-site activities shall vary from location to location and the cleaning Service shall be expected to be flexible enough to respond to local requirements, complying with the following general principles:
  - 90.2.5.1 Cleaning activities during Operational Working Hours shall be non-disruptive and unobtrusive, and sensitive to local business needs, this shall include but not be limited to not operating noisy equipment in Staff areas during Operational Working Hours;
  - 90.2.5.2 Certain areas (occupied by the Authority's Fraud teams or other colleagues conducting sensitive business, for example) will have access controls applied. Local restrictions will have to be noted and appropriate arrangements made to deliver services;
  - 90.2.5.3 A robust approach to quality management shall be required, ensuring standards are maintained and reactive cleaning is conducted effectively and within agreed timescales;
  - 90.2.5.4 A pro-active approach by all the Supplier's Staff shall be required to identify and rectify cleaning issues swiftly and effectively;
  - 90.2.5.5 Full cooperation/collaboration with waste management (and other) service partners shall be required to ensure all cleaning, waste management and recycling activities are coordinated and delivered effectively;
- 90.2.6 Where revisions are required to Operational Working Hours, changes will be managed and agreed with the Authority during the Mobilisation Period; and
- 90.2.7 All Supplier Staff shall wear uniforms, appropriate to the role, to provide suitable protection against potential hazards and hazardous substances. They shall also wear their building/identification passes whilst within the building. Uniform design/ style to be agreed with the Authority during the Mobilisation Period.

- 90.3 The Supplier shall be required to clean certain areas in the presence of an Authority Representative or under approved escort. These areas and the

times for the cleaning to take place shall be agreed with the Authority.

- 90.4 The Supplier shall provide the Authority with expert and technical advice on the service to explore improvements, maximise efficiency and performance and ensure infection control measures are maintained across all cleaning services.
- 90.5 The Supplier shall be responsible for ensuring that all Services are delivered in compliance with the Authority's health and safety site risk assessments.
- 90.6 The Supplier shall provide cleaning services throughout the Authority Premises that is delivered in a safe and efficient manner in accordance with the required Standards and shall take responsibility for cleaning all internal cleanable areas including common-touch areas, fixtures, fittings, furniture and finishes, to minimise degradation and maintain Asset life cycle.
- 90.7 Where requested by the Authority, the Supplier shall provide cleaning and infection control equipment, materials and consumables for use directly by Authority Staff. Where appropriate, this shall include the provision of all associated COSHH data. Where the Authority requests these Services, they shall be managed via Contract Schedule 4: Service Order and Projects.
- 90.8 Deep cleaning, window cleaning, or other disruptive activities shall be notified to the Authority's Estates Service Delivery Operations Team representative and the Senior Responsible Officer, at a minimum of five (5) Working Days in advance, so that appropriate planning and actions can be taken to allow this.
- 90.9 Cleaning equipment will need to be located at each location to ensure that the cleaning service including any reactive requirements can be undertaken efficiently and effectively. Minimum levels of equipment on each site shall be agreed during Mobilisation Period including items such as:
- Wet carpet cleaner
  - Vacuum cleaner
  - Cleaning consumables etc
  - Subject to requirement.
- 90.10 The Supplier shall provide evidence that cleaning services have been delivered and to the right standard. This information shall be available to the Authority for review and Audit purposes. This information will need to be retained in a repository that is accessible to both the Supplier and Authority. Appropriate levels of evidence to be agreed during Mobilisation.

## 91 Service I1 - Routine Cleaning

- 91.1 The following Standards apply to this Service - SI1.
- 91.2 The Supplier shall undertake all tasks associated with professional cleaning services across all Authority Premises to ensure that the offices, toilets, shower rooms, kitchens, catering areas, public areas, communal areas, welfare and medical areas, meeting and conference rooms, custody suites (where applicable), bedrooms (where applicable), circulation space, secure

areas and all other working areas, furniture, walls and floor spaces, are maintained to achieve the necessary levels of cleanliness as defined within the BICS 2015 Standards (or later editions as published by BICS) to ensure all areas remain presentable and fit for their intended purpose. The Authority's working environments shall include but not be limited to:

- 91.2.1 Open plan standard office accommodation;
  - 91.2.2 Public facing Jobcentres;
  - 91.2.3 Cellular offices and meeting rooms;
  - 91.2.4 Service centres;
  - 91.2.5 Medical examination centres;
  - 91.2.6 Break-out areas and kitchens/tea points; and
  - 91.2.7 Restaurants/canteens.
- 91.3 The Supplier shall be responsible for monitoring the provision of the Services on a daily basis to ensure that the required service level has been applied. They will need to provide evidence that these checks have been undertaken to the required quality achieved. This information will need to be retained in a repository that is accessible to both the Supplier and Authority.
- 91.4 Within specialist or public areas, bespoke cleaning regimes may be required at certain properties. This shall be priced through the Contract Schedule 4: Service Order and Projects.
- 91.5 The Supplier shall be responsible for the daily cleaning of hard and soft flooring, desks, chairs, tables, worktops, mobile and static room partitions, internal glazing (such as glass panels in doors, internal glazed walls etc) and walls and shall ensure that the routine cleaning takes place at each Authority Premises in order to achieve the necessary levels of cleanliness as defined within the BICS 2015 Standards (or later editions as published by BICS).
- 91.6 The Supplier is responsible for the collection and removal of all waste from within the Authority Premises to the designated central waste storage point/s, undertaken as part of the daily clean.
- 91.7 The Supplier shall clean first aid, medical and welfare rooms daily at the Authority Premises.
- 91.8 The Supplier shall be responsible for the supply of all consumables and cleaning materials, to include infection control antibacterial wipes and hand-gels, appropriate cleaning products for the sanitisation of telephones, and shall ensure that consumables are fully stocked at all required locations at the start of each Working Day. The Supplier shall provide an uninterrupted supply of consumables at the Authority Premises, to the existing Standard (unless approved otherwise) associated with the hygienic use of toilets, washing facilities, changing rooms, recovery rooms and tea points.
- 91.9 The Supplier shall provide free issue sanitary products and the cost for



providing this shall be included within the Price List.

- 91.10 The routine cleaning Service shall include the provision of a reactive cleaning Service to be delivered during Operational Working Hours as agreed with the Authority. The Supplier shall be responsible for managing all requests generated via the Authority Integrator Helpdesk and shall ensure the full and safe use of the Authority Premises is maintained.
- 91.11 Tasks can include:
- 91.11.1 Responding to spillages;
  - 91.11.2 Replenishing consumables and monitoring the cleanliness of the washrooms (including, toilets, showers etc);
  - 91.11.3 Responding to complaints;
  - 91.11.4 Cleaning up dust and debris upon completion of maintenance works; and
  - 91.11.5 Stain removal.
- 91.12 The Supplier shall respond to requirements associated with wilful damage, vandalism and hazardous waste spillages including human waste, animal waste and vehicular fuel spillages upon request from the Authority. Costs for this service shall be managed via Contract Schedule 4: Service Order and Projects.
- 91.13 All requests for Reactive Maintenance Works for cleaning services shall be routed through the Authority Integrator Helpdesk to ensure seamless and efficient Service and be driven in accordance with Annex E – Service Delivery Response and Rectification Times.
- 91.14 The Supplier shall be responsible for the provision and disposal of all PPE used by Supplier Staff relating to the delivery of this Service. The type and amount of PPE provided to be determined by the associated COSHH and risks assessments.

## 92 Service I3 - Cleaning of Integral Barrier Mats

- 92.1 The following Standards apply to this Service - SI3.
- 92.2 The Supplier shall ensure that all barrier matting is well maintained and kept clean.
- 92.3 The costs for replacement barrier matting including coir matting will be included in the Price List.
- 92.4 The Supplier shall advise the Authority when replacement barrier matting,

including coir matting, is required.

### 93 Service 14 - Mobile Cleaning Services

(NOT SPECIFICALLY REQUIRED AT ANY LOCATION – BUT POTENTIALLY AN ACCEPTABLE SOLUTION FOR SUPPLIER TO DELIVER OPERATIONAL EFFECTIVENESS)

### 94 Service 15 - Deep (Periodic) Cleaning Services

94.1 The following Standards apply to this Service - SI5.

94.2 The Supplier shall:

- 94.2.1 Provide a programme for periodic and deep cleaning activities to the Service Manager for Approval within one (1) Month of the start of each Contract Year;
- 94.2.2 Inform and agree with the Authority all periodic cleaning activity for the next 12 Months on a Monthly rolling basis prior to the works being undertaken. The periodic cleaning schedule shall be loaded onto the Authority's CAFM System;
- 94.2.3 Undertake deep cleaning services to all kitchen, kitchen equipment, food storage areas, grease interceptors, food preparation areas (in both Staff kitchens and catering areas);
- 94.2.4 Deep cleans shall also be undertaken of showers, washrooms, toilets and supporting areas in the Authority Premises;
- 94.2.5 Annual carpet deep cleans shall be undertaken;
- 94.2.6 Undertake deep cleaning services every six (6) Months for office furniture; soft furnishings and fixtures and equipment at public facing sites (as detailed in the Annex B - Service Matrix);
- 94.2.7 Take responsibility for ensuring the Authority's Staff are informed prior to carrying out periodic cleaning activities; and
- 94.2.8 The Supplier shall undertake reactive deep cleans as required by the Authority. The cost shall be assessed via Contract Schedule 4: Service Order and Projects.

94.3 The Supplier must establish a good working relationship with any third-party Supplier of catering to facilitate the cleaning of all equipment.

94.4 For both planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the

Mobilisation.

## 95 Service 16 - Cleaning of External Areas

- 95.1 The following Standards apply to this Service – SI6, SI7.
- 95.2 The Supplier shall clean hard and soft external landscaping areas, on a weekly basis, ensuring the:
  - 95.2.1 Removal of loose debris such as litter, debris, dust and foreign matter;
  - 95.2.2 Removal of impacted debris such as chewing gum, labels, guano etc; and
  - 95.2.3 Aligned to the BICS General Cleaning Standard - SI1
- 95.3 In addition to the landscaping areas the Supplier shall operate a Monthly external cleaning programme including external signage, lights, barriers, handrails, fixtures and fittings, using the appropriate equipment at all times, following safe working procedures in accordance with all current relevant legislation.
- 95.4 The Supplier shall undertake cleans of the external building fabric (in addition to the window cleaning scope), as requested by the Authority via Contract Schedule 4: Service Order and Projects.

## 96 Service 17 - Window Cleaning (Internal)

- 96.1 The following Standards apply to this Service - SI7.
- 96.2 Internal window cleaning shall be carried out twice a year by the Supplier to the required Standard. The schedule is to be agreed with the Authority and planned via the CAFM System process, raised as a PPM Work Order.
- 96.3 The method statement is to include the required quality Standard and shall be provided by the Supplier within the Service Delivery Plan.
- 96.4 Rectification of any failure to clean to the required Standard to be carried out free of charge.
- 96.5 Where mobile or fixed access equipment is not present at the Authority Premises, the Supplier shall include all costs necessary to provide access. A Schedule of Authority Premises where internal glazed areas exceed a height of 20 metres as shown in “I - Cleaning Services-5-Schedule of Areas Where Glazing Areas Exceeds 20m” 7
- 96.6 Splashes and excessive soiling shall be removed during agreed Operational Working Hours to agreed response times.
- 96.7 Subject to notification to the helpdesk, spot cleaning for splashes and excessive soiling which is impairing visibility shall be undertaken using procedures appropriate to the finish of the fixture or window pane.
- 96.8 A system shall be implemented by the Supplier to ensure that windows with

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<sup>7</sup> Documents were provided in the Data Room during the Tender process.

bomb blast curtains are not left unprotected. This includes situations where the bomb blast net serves only for privacy purposes.

- 96.9 A system shall be implemented by the Supplier to ensure that windows with bomb blast curtains are not left unprotected. The cleaning of all bomb curtains requires a proportion of curtains to facilitate phased cleaning. The service shall be managed via Contract Schedule 4: Service Order and Projects.
- 96.10 Bomb blast nets have a limited life, circa five (5) years, and shall need replacement from time to time; costs for replacement shall be managed via Contract Schedule 4: Service Order and Projects.
- 96.11 Internal window cleaning is a disruptive task and dates and times will need to be agreed with the Authority so that Authority Staff can be notified in advance to ensure surfaces can be cleared. Notice period will be agreed during the Mobilisation Period.
- 96.12 For both Planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the Mobilisation Period.

## 97 Service 18 - Window Cleaning (External)

- 97.1 The following Standards apply to this Service - SI8.
- 97.2 The Supplier shall ensure that cleaning is carried out twice a year to the required Standard, set out in Annex A - Standards, or in line with local by-laws in force in certain parts of the UK.
- 97.3 External window cleaning is potentially a disruptive task and the schedule is to be agreed with the Authority and planned via the CAFM System raised as a PPM Work Order.
- 97.4 The method statement is to include the required quality Standard and shall be provided by the Supplier within the SDP.
- 97.5 Rectification of any failure to clean to the required Standard to be carried out free of charge.
- 97.6 The Supplier shall deliver the service making use of existing fixed access equipment at the Authority Premises or via a pole and reach solution, or via an abseil solution. The Supplier shall be responsible for the provision of equipment, labour and materials required to deliver the service. The Supplier shall ensure that individuals undertaking this activity are appropriately competent and trained for the works required.
- 97.7 All costs associated with window cleaning (external) shall include but not be limited to all access equipment, fall arrest equipment, labour and materials to carry out the cleaning task in full including where mobile or fixed access equipment is not present or not provided by the Authority.
- 97.8 Subject to notification made to the Authority Integrator Helpdesk by the

Authority's Representative, spot cleaning for splashes and excessive soiling which is impairing visibility shall be undertaken by the Supplier using procedures appropriate to the finish of the fixture or window pane. Splashes and excessive soiling shall be removed within agreed Operational Working Hours to agreed response times. This Service shall be chargeable as per Contract Schedule 4: Service Order and Projects.

- 97.9 The Supplier shall be responsible for identifying sites with accessibility issues and secondary double glazing.

97.9.1 Where secondary double glazing exists, the Authority will require a full and comprehensive cleaning service which covers all glazing surfaces (internal and external) and the dead spaces in between.

- 97.10 For both Planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the Mobilisation Period.

## 98 Service I9 - Cleaning of Communications and Equipment Rooms

- 98.1 The following Standards apply to this Service - SI9.
- 98.2 The Supplier shall ensure that cleaning of communication and equipment rooms shall be by prior arrangement with the Authority. Each visit will require a formal request to access via the Authority's Digital department.
- 98.3 The Supplier shall ensure that communication and equipment rooms are cleaned following the required cleaning standard and any additional Standards in relation to the specific cleaning requirement.
- 98.4 Where required there may be additional security clearance of cleaning operatives in high risk areas.

## 99 Service I10 - Reactive Cleaning (outside operational hours)

- 99.1 The following Standards apply to this Service - SI10.
- 99.2 The Supplier shall ensure that all reactive cleaning requests generated via the Authority Integrator Helpdesk during the agreed cleaning operational hours at the Authority Premises, are managed as part of the routine cleaning service (service I.1).
- 99.3 Where the Authority requires the delivery of a reactive service outside of the agreed cleaning operational hours at the Authority Premises, the Supplier shall be responsible for Providing the Service and shall ensure the full and safe use of the Authority Premises is maintained. Tasks can include:

99.3.1 Responding to spillages, including foodstuffs, human waste, animal

- waste, cooking oil, vehicular fuel;
- 99.3.2 Responding to cleaning requirements undertaken by third party suppliers not included within the Scope;
  - 99.3.3 Responding to infection outbreaks and delivery of mechanical deep cleaning, decontamination and disinfection Services (e.g. electrostatic spray disinfection Services, antiviral sanitisation Services) of buildings, furnishings and equipment. These Services shall require testing Services to ensure Authority Premises are contamination free prior to any return-to-the-office by Authority's Staff;
  - 99.3.4 Replenishing hygiene / clinical consumables;
  - 99.3.5 Additional special cleans of prestige / high profile areas; and
  - 99.3.6 Removal of staining from building fabric as caused by such events such as atmospheric pollution, the accidental spillage of materials and the application of graffiti.
- 99.4 The Services delivered outside of the agreed cleaning operational hours shall be managed as per the Contract Schedule 4: Service Order and Projects.

## 100 Service I11 – Housekeeping

NOT REQUIRED

## 101 Service I12 - IT Equipment Cleaning

NOT REQUIRED

## 102 Service I13 - Specialist Cleaning

NOT REQUIRED

## 103 Service I14 - Cleaning of Curtains and Blinds

- 103.1 The following Standards apply to this Service - SI14.
- 103.2 The Supplier shall provide a professionally managed curtain cleaning Service when required.
- 103.3 Curtains are to be removed from rails and cleaned by a suitable approved method. Care shall be taken to maintain any guarantees on the curtains.
- 103.4 The Service shall be managed using the Contract Schedule 4: Service Order and Projects.

## 104 Service I15 - Medical and Clinical Cleaning

NOT REQUIRED

## 105 Service I16 – Pest Control Services

- 105.1 The following Standards apply to this Service - SI16.
- 105.2 The Supplier shall provide a pest control Service to keep the Authority's Premises free from all types of rodent, bird, insect and wildlife pests. Separate planned and Reactive pest control requirements are defined on the Annex B - Service Matrix. Pests, and advice on suitable control measures, are defined by the British Pest Control Association. Where control of species outside this list, or in conflict with the advice given, is identified, the Supplier shall gain Approval from the Authority before implementing any control measures.
- 105.3 The Supplier shall provide site specific pest risk assessments and a full pest control action plan for dealing with the range of pests encountered within the Authority Premises during the Mobilisation Period. The Supplier shall ensure only biocidal products approved by HSE are used on Authority Premises and only humane pest control measures are used in line with relevant legislation. Supplier Staff who undertake pest control shall be adequately trained and qualified persons, holding a Certificate of Competence in the Safe Use of Pesticides. The Supplier shall ensure all potential risks to wildlife and the environment are given consideration whilst developing the pest control action plan.
- 105.4 A detailed survey of the Authority Premises shall be delivered at Authority Premises during the Mobilisation Period before any control is undertaken. The findings and results of the survey, together with other information, are then used in formulating the action plan, of which control is a major part.
- 105.5 Where Annex B - Service Matrix identifies a planned pest control Service is required the Supplier shall develop a planned preventative Service aligned to their site specific risk assessment. Scheduled tasks shall be recorded on the Authority's CAFM System.
- 105.6 Where Annex B - Service Matrix identifies a reactive pest control service the Supplier shall:
- 105.6.1 Give priority to infestations that present a major risk to health, safety and welfare, or which has an operational impact on the Authority, and deliver an emergency reactive Service and respond to emergency pest control requirements within twenty-four (24) hours of being notified; and
  - 105.6.2 Respond to routine pest control requirements within five (5) Working Days of being notified.
- 105.7 In instances where there are repeated infestations that reduce occupancy or operational capability, the Supplier shall be responsible for the implementation of a preventative regime to avoid re-infestation. The Supplier shall report repeated infestations or instances of poor house-keeping to the Authority and record all details on the CAFM System.
- 105.8 Where pests are known to be active at certain and regular periods of the year the Supplier shall produce a Pest Control Management Plan implementing



both pro-active and long term preventative measures to ensure against damage to Authority's infrastructure and the Authority Premises.

- 105.9 Any additional requirements for museums, galleries, nature conservation sites, historic environments, housing, forestry and woodlands, archives and laboratories identified by the Supplier's survey during the Mobilisation Period will be managed using the Contract Schedule 4: Service Order and Projects.
- 105.10 The Supplier shall remove all dead rodents, birds and insects, either as a result of the pest control Service or other means.
- 105.11 Where Authority Premises require the installation of new bird netting or specialist Services (e.g. hawking Services) to prevent persistent fouling and/or building damage, this will be managed using Contract Schedule 4: Service Order and Projects.
- 105.12 For both Planned and Reactive Works the Supplier shall provide evidence of completion of the task, at the end of each visit, date stamped and to reflect the work undertaken. This information shall be loaded onto the Authority's CAFM System against the associated task. Evidence to be agreed during the Mobilisation.

## 106 Service I17 - Linen and Laundry Services

NOT REQUIRED

## 107 Service I18 - Hotel Services

NOT REQUIRED

# Work Package J: Workplace FM Services

## 108 Service J1 - Mail Services

- 108.1 The following Standards apply to this Service - SJ1.
- 108.2 The Authority requires a mail Service as required in Annex B - Service Matrix. The Supplier shall be responsible for the management and successful operation of a streamlined mail room Service for the Authority that is integrated whenever possible with all other relevant Services in order to provide value for money for the Authority. This Service shall include the following duties:
- 108.2.1 Receive, sort and distribute inbound post (Royal Mail and courier);
  - 108.2.2 Receive and deliver fully tracked, special and recorded delivery post;
  - 108.2.3 Collect and distribute internal post;
  - 108.2.4 Receive, sort and deliver office stationery and consumables;
  - 108.2.5 Collect, monitor/record and dispatch outbound post. Dispatch shall



- include the use of an online business account provided separately by the Authority;
- 108.2.6 Comply with/adhere to the Authority's Security Policies and Standards; and
- 108.2.7 Provide flexibility to adapt to future Authority transformation.
- 108.3 Where the Authority specifies in Annex B - Service Matrix the Supplier shall also open and date stamp post subject to local policy requirements.
- 108.4 The Supplier shall provide evidence that mail services have been delivered and to the right standard. This information shall be available to the Authority for review and Audit purposes. This information will need to be retained in a repository that is accessible to both the Supplier and Authority. Appropriate levels of evidence to be agreed during Mobilisation.
- 108.5 The Supplier shall interface with the Authority's third party suppliers in relation to mail as required to deliver an efficient service. The Supplier shall provide the Authority with proposals to maximise the efficiency of its incoming and outgoing mail regimes.
- 108.6 The Supplier shall adhere to all the Authority's Security Policies and Standards as appropriate when delivering the mail messenger Services and shall comply with the following:
- 108.6.1 The Supplier shall ensure all individuals have the specified level of security clearance when delivering the required mail Services;
- 108.6.2 The Supplier shall ensure that all processes applicable to its mail messenger Service comply with the Authority's Security Policies and Standards; and
- 108.6.3 The Supplier shall report all security concerns and/or incidents promptly to site security and police, if applicable.
- 108.7 The Supplier shall ensure service continuity including:
- 108.7.1 Provide a minimum presence per day to fulfil the mail duties relevant to the site;
- 108.7.2 Provide cover for annual leave and any other absences; and
- 108.7.3 Have an agreed Business Continuity and Disaster Recovery Plan.
- 108.8 The Supplier shall provide effective failure management including:
- 108.8.1 The Supplier shall follow the complaints process as defined within the process maps within Appendix 2 to Annex A, Standards;
- 108.8.2 The Supplier shall contact the postal service, or the relevant Courier Network service (CN) to obtain a reason for non-delivery and an estimated revised delivery time where post is delivered late to site, or not delivered at all;
- 108.8.3 The Supplier shall inform the relevant Authority Staff when there is a delay of postal service or CN delivery, giving the reasons for the delay;

108.8.4 The Supplier shall contact the postal service or the CN service to obtain a reason for non-collection and an estimated revised collection time where postal service or CN service fail to collect the outbound post by the agreed time, per site; and

108.8.5 The Supplier shall maintain a written record of all delays in service.

108.9 The Supplier shall have the capability to adapt to future transformation including changes to volumes of items, site locations, number of sites, sizes of sites and type of work.

108.9.1 The Supplier shall examine ways in which the mail Service can realise business efficiencies and continuous improvement and report and implement in accordance with the Contract.

#### **Operational Working Hours**

108.10 The Supplier shall provide the mail Services across all required Authority Premises during both current and any future Operational Working Hours. Any changes to Operational Working Hours shall be communicated to the Supplier in a timely manner.

108.10.1 The Supplier shall ensure that the mail Service is available, staffed and operational during Operational Working Hours.

#### **Receipt of inbound post**

108.11 The Supplier shall receive all inbound post:

108.11.1 Taking delivery of a minimum of one (1) postal Service Delivery and one CN delivery per day;

108.11.2 Ensure recipient details are not physically amended on any polytope, package or any inbound post;

108.11.3 Taking delivery of ad-hoc deliveries that are not within the normal postal service or CN schedules; and

108.11.4 The Supplier shall sort the postal service and CN post into the appropriate destinations as agreed at each required Authority Premise.

108.12 The Supplier shall sort any ad-hoc deliveries that are not within the normal Postal Service or CN schedules into the appropriate destinations as agreed at each required Authority Premise.

#### **Operation of x-ray machine**

108.13 The Supplier shall use an x-ray machine at designated Authority Premises, which are determined by each Authority Premise's Security Strategy. X-ray machines are identified on the Asset Register. Any Supplier Personnel who use the x-ray machine will need to have had appropriate certified training. The Supplier shall:

108.13.1 X-ray all parcels and any other items of concern in the designated sites.

108.13.2 Report all security concerns and/or incidents about x-rayed

items promptly to site security and police, if applicable.

### **Inbound post delivery**

- 108.14 The Supplier shall deliver inbound post:.
- 108.14.1 The Supplier shall deliver the postal service and CN service post to the appropriate destinations as agreed at each required Authority Premise.
  - 108.14.2 The Supplier shall deliver any ad-hoc deliveries that are not within the normal postal service or CN schedules to the appropriate destinations as agreed at each required Authority Premise.
  - 108.14.3 The Supplier shall undertake the first delivery round of the day at the earliest possible opportunity and no later than 60 minutes from receipt.
  - 108.14.4 The Supplier shall report all security incidents promptly to site security, and immediately for major incidents.

### **Tracked, special and recorded deliveries**

- 108.15 The Supplier shall receive and deliver tracked, special and recorded delivery post.
- 108.15.1 The Supplier shall receive and sign for tracked, special and/or recorded post as appropriate.
  - 108.15.2 The Supplier shall deliver any required tracked, special and/or recorded delivery post to the designated team or individual.
  - 108.15.3 The Supplier shall obtain a signature for each tracked piece of post from the designated team or individual.
  - 108.15.4 The Supplier shall retain a tracked, special and recorded delivery post log for Audit purposes in line with the Authority's Data retention guidance. Such guidance shall be specified by the Authority during the Mobilisation Period.

### **Internal post**

- 108.16 The Supplier shall undertake internal post collection and distribution.
- 108.16.1 The Supplier shall collect internal mail in accordance with the CN timescales as per each Authority Premise's requirements.
  - 108.16.2 The Supplier shall distribute internal mail in accordance with the CN timescales as per each Authority's Premise's requirements.
  - 108.16.3 The Supplier shall provide the first distribution round of the day at the earliest possible opportunity and no later than 60 minutes from receipt.
- 108.17 The Supplier shall provide address labels (including post code) when

required for outgoing post.

### **Outbound Post Collection**

- 108.18 The Supplier shall collect outbound post for the postal service and the CN service from agreed collection points at each Authority Premise.
- 108.19 The Supplier shall undertake the last collection of the day at the latest opportunity, aligned with the postal service and CN service collection times at each Authority Premise.

### **Outbound Post Weighing**

- 108.20 The Supplier shall weigh outbound items for first and second class, signed for, recorded delivery, special delivery, tracked and international post.

### **Outbound Bags of Post Labelling**

- 108.21 The Supplier shall label outbound post for first and second class post, recorded delivery, special delivery, tracked and international post.

### **Dispatch**

- 108.22 The Supplier shall ensure that each Authority's Premise outbound post is bagged, tied and ready for dispatch from the site when the postal service, or the CN service arrives to collect.
- 108.23 The Supplier shall ensure that any items identified with an incomplete or unclear address are returned to the originator for correction.
- 108.24 The Supplier shall not physically amend delivery details on any polytope, package or any outbound post.

### **Postal Service Online Business Account**

- 108.25 The Supplier shall have access to the Authority's postal service's online business account (OBA) to input information for the postal service.
- 108.26 The Supplier shall accurately complete the information required for the OBA.
- 108.27 The Supplier shall accurately collate and compile management information in relation to the performance of the service.
- 108.28 Where there is a designated mail Service at an Authority Premises the mail Service Staff will be required to provide additional duties including the following:
- 108.28.1 Porterage duties including delivery of stationery and photocopy paper, small office moves and setup of new equipment, potentially involving moving heavy items;
  - 108.28.2 Reactive cleaning and janitorial tasks;
  - 108.28.3 Minor low risk maintenance tasks including making safe;

- 108.28.4 Proactive identification and escalation of maintenance and health and safety issues;
- 108.28.5 The Supplier shall monitor paper stocks at Quarry House: (For the Department of Health: OGD); and
- 108.28.6 The Supplier shall ensure that each request does not exceed an individual's training or competency.

### 109 Service J2 - Internal Messenger Service – Service to be delivered as part of Mailroom service

- 109.1 The following Standards apply to this Service - SJ2.
- 109.2 Where the Authority specifies the delivery of the Services within the Annex B - Service Matrix, the Supplier shall provide an internal messenger Service.

### 110 Service J3 - Courier Booking and Distribution Services

NOT REQUIRED

### 111 Service J4 - Repairperson Services

NOT REQUIRED AS A SEPARATE SERVICE LINE, AS REQUIREMENTS  
COVERED AS PART OF MAINTENANCE AND OTHER SERVICES

### 112 Service J5 - Move and Space Management (Internal Moves)

- 112.1 The following Standards apply to this Service - SJ5.
- 112.2 In respect of the move management Service, where a move is required (that is not a small move covered under portage or mail services) the Supplier shall be responsible for managing the move process and for the execution of the move. Costs will be managed via Contract Schedule 4: Service Order and Projects.
- 112.3 The Supplier shall ensure that the Authority has issued written Approval prior to execution of any move.
- 112.4 Where the move involves a flexible workspace, the management of the move shall be undertaken in conjunction with any third-party Supplier in relation to space management to ensure that the aims and integrity of the flexible workspace is maintained.
- 112.5 Temporary storage of furniture may be a requirement for certain moves. Further details of any requirement will be provided by the Authority using

## Contract Schedule 4: Service Order and Projects.

### 113 Service J6 – Porterage

- 113.1 The following Standards apply to this Service - SJ6.
- 113.2 Where the Authority specifies the delivery of these Services in Annex B - Service Matrix, the Supplier shall provide a professionally managed porterage Service as required at each Authority Premises.
- 113.3 The Supplier shall recognise that certain buildings within an Authority Premise may make urgent requests for porterage Services. The Supplier shall ensure these requests take priority over other requests.
- 113.4 Where ad hoc requests for porterage Services are requested by the Authority outside Operational Working Hours, the Supplier shall be responsible for delivering the Services. Costs for this service shall be managed via Contract Schedule 4: Service Order and Projects.
- 113.5 The porterage Service provided shall be flexible in nature and able to accomplish small office moves, the transport of inter-departmental supplies, and to assist other Services (whether delivered by the Supplier or third party suppliers) as required including the delivery of internal and external post, parcels, delivering stationery to allocated store areas and moving heavy packages.
- 113.6 The porterage Service shall also include general tasks including setting up meeting and conference rooms, arranging office layout and connecting laptops and teleconference phones as requested before conferences and meetings coordinated via the Authority Integrator Helpdesk.
- 113.7 Porterage Services may be required for both small and more complex tasks. For example, a small task may include, but not be limited to moving a filing cabinet; or for those more complex tasks requiring more time and effort these may include moving an entire management unit as part of a larger project.
- 113.8 Porterage Services may be required to move furniture and other portable items between sites. When this service is required, costs shall be managed via Contract Schedule 4: Service Order and Projects.

### 114 Service J7 – Clocks

- 114.1 The following Standards apply to this Service - SJ7.
- 114.2 The Supplier shall:
  - 114.2.1 Provide replacement batteries to a range of battery-powered clocks that are in use and dispose of empty batteries, in accordance with any regulations governing the disposal of batteries; and
  - 114.2.2 Ensure appropriate change in clock time to all clocks within the Authority Premises during the appropriate bi-annual British Summer Time (BST) / Greenwich Mean Time (GMT) time changes.

114.3 Replacement of clocks shall be the responsibility of the Authority.

### 115 Service J8 – Signage

115.1 The following Standards apply to this Service - SJ8.

115.2 Where the Authority specifies the delivery of these Services in Annex B - Service Matrix, the Supplier shall be responsible for all signage associated with the Health and Safety (Safety Signs and Signals) Regulations 1996, the Equality Act 2010, means of escape identification and any other statutory / mandatory signage at the Authority Premises.

115.3 During the Mobilisation Period, the Supplier shall be responsible for undertaking a review of all statutory signage associated with the Health and Safety (Safety Signs and Signals) Regulations 1996, the Equality Act 2010, means of escape identification and any other statutory / mandatory signage at the Authority Premises to identify:

115.3.1 The condition of the installed signage; and

115.3.2 Levels of compliance with all statutory requirements.

115.4 The Supplier shall be responsible for issuing the Authority details of the review in a formal report upon completion during the Mobilisation Period, which shall include Rectification Plans and costs where appropriate.

115.5 The Supplier shall be pro-active in the provision of this Service and shall advise on any additional further signage that may be of benefit to the Authority's Staff or the public throughout the course of the Service Period.

115.6 The Supplier shall agree design elements for all signs with the Authority and shall ensure only agreed formats are installed.

115.7 The Authority will conduct spot checks, with no notice, of the adequacy of existing signage from the Service *starting date*, to be satisfied of adherence to this Service.

115.8 Where throughout the course of the Service Period the Authority identifies a need for additional signage and this is deemed to be an addition to the Scope, costs for any Work Orders issued by the Authority shall be managed via Contract Schedule 4: Service Order and Projects.

115.9 The Supplier shall be responsible for updating all relevant signage associated with the Health and Safety (Safety Signs and Signals) Regulations 1996, the Equality Act 2010, means of escape identification and any other statutory / mandatory signage at the Authority Premises following the completion of any minor churn or any other movement of Authority Staff. This activity shall be managed via Contract Schedule 4: Service Order and Projects.

115.10 The Supplier shall undertake regular checks to CCTV signage as

defined in the SFG20 standard.

## 116 Service J9 - Archiving (Onsite)

NOT REQUIRED

## 117 Service J10 - Furniture Management

117.1 The following Standards apply to this Service - SJ10.

### **Co-ordination of Replacement and New Furniture**

- 117.2 The Authority sources furniture from a separate supply chain. The scope of this furniture service includes new furniture supply, delivery and installation and some removal of old furniture.
- 117.3 Where there is a request for new furniture from an authorised Authority's Representative the Authority's Representative may also request other adjustment works necessary to meet the furniture installation requirements such as: additional power pole; removal and/ or re-installation of a power pole; removing existing furniture and IT equipment (out of scope of the furniture service); removal and/ or re-installation of hold-up alarms; power pack for the desk cable tray; space planning; other adjustments to site fabric; out of ours working etc.
- 117.4 The Supplier shall provide a furniture co-ordination role to ensure that where there are adjustment works necessary to support a furniture installation that these are effectively co-ordinated. The Supplier shall ensure that the furniture and all adjustment works are completed within 24 hours of the scheduled delivery time of the furniture to the site or an alternative time as agreed with the Authority's Representative. Note: This role is not required to support any furniture purchased as part of fit out projects.
- 117.5 The Supplier shall keep the request originator updated with anticipated time-scales for deliveries and removals, including but not limited to updates via the Authority's Integrator Helpdesk and CAFM.
- 117.6 Any "adjustment works" provided directly by the Supplier shall be managed via Contract Schedule 4: Service Order and Projects.
- 117.7 The Supplier shall maintain a schedule of furniture available for re-use.
- 117.8 The Authority may request the Supplier to support the development of a furniture schedule (Project cataloguing and reuse platform) from Authority Premises closing down or requiring significant fit out changes. This schedule would include a photo entry of furniture in a good condition available for re-use. This schedule development would be managed through Contract Schedule 4: Service Order and Projects.

### **Storage of Furniture**

117.9 The Authority may request that the Supplier manages the storage of items of



furniture associated with office work, including collection, storage and delivery of items such as desks, storage cabinets, bookcases, shelving, chairs, pedestals and all other equipment and furniture commonly utilised in any office. This requirement excludes all IT equipment. Storage requirements will need to be agreed with the Authority and will be managed through Contract Schedule 4: Service Order and Projects.

117.10 When storage is required the Supplier shall:

117.10.1 Ensure that furniture taken from storage is clean and fully functional prior to delivery to the Authority;

117.10.2 Remove any packing materials for equipment immediately on delivery at its intended place and assemble any furniture as necessary in such a way as to produce minimal disruption to the workings of the Authority. The Supplier shall dispose of any packing materials in accordance with the principles set out in the policy on Greening Government Commitments;

117.10.3 Maintain accurate records of stored furniture and goods, including a photo entry of all stored items, referenced on the “project cataloguing and reuse platform”; and

117.10.4 Undertake regular audits and reviews of stored furniture and goods.

## 118 Service J11 - Space Management

118.1 The following Standards apply to this Service - SJ11.

118.2 This Service requirement may be required on an ad hoc basis and shall be managed via Contract Schedule 4: Service Order and Projects.

118.3 The Supplier shall provide space management Services and office moves as requested by the Authority.

118.4 The Supplier shall undertake larger office moves or re-stacks of buildings at the request of the Authority. This shall be an additional Service with prior agreement from the Authority and shall be treated in the same manner as any other Project Order. Upon receipt of an instruction from the Service Manager, the Supplier shall undertake professional space planning design and workplace strategy. The Supplier must provide an initial report setting out its detailed understanding of the brief, proposed approach to the task and fee proposal and must agree the level of expertise and experience of the Supplier Staff to be involved with the Authority. The Authority may elect to commission the Supplier to undertake this work or may use another Supplier.

118.5 A formal instruction shall be issued by the Service Manager to the Supplier before any space planning design and workplace strategy services is undertaken.

118.6 The majority of space planning exercises shall have reasonable prior notification, but there may be some that will occur as a matter of urgency

(including weekends). The Supplier shall consult with the Authority in all instances to confirm the relative priority/urgency of any request in order that it can be accomplished within the requested time scale.

- 118.7 In no instance shall the Supplier proceed with a space planning exercise without the prior Approval of the Authority. Any proposal for a space planning exercise from the Supplier shall include any consequential impacts to the move in terms of other necessary facilities and an accurate time scale during which the move might be accomplished.
- 118.8 The Supplier shall manage the furniture inventory by interfacing with the existing furniture supply contract to ensure effective co-ordination with other services.

### 119 Service J12 - Cable Management

- 119.1 The following Standards apply to this Service - SJ12.
- 119.2 This Service requirement shall be managed via Contract Schedule 4: Service Order and Projects.
- 119.3 The Supplier shall be responsible for installing additional data cabling and moving floor boxes and grommets as instructed by the Authority. The Supplier shall ensure that all cabling which the Supplier installs is of a suitable specification to guarantee continuity of the Services and signal quality. This cabling shall be used exclusively for the transmission of data or voice.
- 119.4 The Supplier shall provide installation work without compromising the integrity of any historic or protected Authority Premises and in a manner so as to avoid damage to the building fabric. Prior to carrying out work on an historic or protected Authority Premises the Supplier shall undertake a full survey of the proposed cable routes, prepare a method statement and discuss their proposal with the Authority.

### 120 Service J13 - Reprographics Service

NOT REQUIRED

### 121 Service J14 - Stores and Goods Management Services

NOT REQUIRED

### 122 Service J15 - Portable Washroom Solutions

- 122.1 The following Standards apply to this Service - SJ15.
- 122.2 The Supplier shall be responsible for the management and cleaning of latrines and supply, delivery and collection of all portable facilities on behalf of the

Authority as-and-when required at the Authority Premises.

122.3 The service shall include the provision of:

122.3.1 Washing facilities;

122.3.2 Showering facilities;

122.3.3 Toilet facilities; and

122.3.4 Waste storage and collection.

122.4 The service shall include the supply, delivery and installation of all associated hand washing detergents, cleaning detergents, paper towels, toilet paper and waste receptacles.

122.5 The Supplier shall ensure that all the portable facilities are fit-for-purpose, hygienically emptied, cleaned, serviced, inspected and maintained regularly so as to minimise the risk of smell, contamination, disease and pests and to ensure no loss of availability arises.

122.6 When this service is required, costs shall be managed via Schedule 4: Service Order and Projects.

## 123 Service J16 – Additional Support Services

123.1 The following Standards apply to this Service - SJ16.

123.2 The Supplier shall be responsible for the provision of purchasing service for white goods for the Authority at the Authority Premises including:

123.2.1 The Supplier shall provide a purchasing service for the Authority for white goods such as fridges, microwaves, fans and other related goods;

123.2.2 Where the items are included on the Authority Schedule of Rates this will include the cost of the goods, the delivery to the required site, unpacking and locating it in the correct position, ensuring that the item is operational and any administrative costs associated with ordering and co-ordinating delivery; and

123.2.3 Where the item is not on the Authority Schedule of Rates requirement to be managed via Contract Schedule 4: Service Order and Projects.

## 124 Work Package K: Visitor Support Services

NOT REQUIRED (Covered under separate Tender).

## Work Package L: Technical Security Services

### 125 Service L - Technical Security Services

125.1 The technical security Services includes providing planned, Remedial and

Reactive Maintenance Works, and other defined remote and on site services in conjunction with supplementary documents Annex L - Management of Statutory Compliance, PPMs and Work Delivery, and Annex K - Asset Management Statement of Requirements and the following Annex U - Equipment Maintenance Strategy documents.

- 125.2 The Supplier shall work closely with the suppliers providing the Security Control Centre and the Security Guarding services to the Authority through alternative contracts.

## 126 Service L1 – Design, Supply, Install, Commission and Maintenance of Technical Security Systems

### **The Critical Security Infrastructure (CSI) Programme**

- 126.1 The Authority's existing electronic security systems have been in place since the early 2000s and are now obsolete, irreparable and do not meet Government minimum security standards. The systems frequently fail, preventing sites opening and/or creating safety vulnerabilities. The systems also have a short shelf-life as some of them rely on analogue telephony for communication, which will be withdrawn by the end of 2024. This will render the systems unable to communicate serious incidents off-site to enable a proportionate response to take place.
- 126.2 Given the risks this poses to the security of the Authority's Staff and customer safety, as well as the Authority's Data and Assets, the Critical Security Infrastructure programme is a key strategic priority for the Authority. The CSI programme launched in July 2022 and will complete by 31 March 2025 at the latest, with an expectation that work on-site will complete by 31 December 2024. The CSI programme is focused on modernisation of security equipment and systems across identified sites on the Authority's estate, involving installation of integrated and standardised electronic security systems and other security equipment as follows:
- Security work required
  - Automated access control door full upgrade (AEGIS – AMAG)
  - Site wide Video Surveillance System (VSS) full upgrade
  - Hold-up alarm full upgrade
  - Intruder Detection System (IDS) full upgrade
  - Key management upgrade
- 126.3 Completed CSI sites will be fully integrated on-site and connected to a remote monitoring centre, via a future-proofed digital network solution. The Authority has currently identified 605 sites across England, Scotland and Wales to be part of the CSI programme. The 605 sites are subject to change. The CSI

programme is expected to deliver the following benefits to the Authority:

- 126.3.1 Enable remote Planned and Preventative Maintenance of security systems to be included within the scope of the Authority's Total Facilities Management (TFM) Supplier from 01 April 2025 and remote Reactive Maintenance and planned testing of systems detailed later within the scope of this Specification for the Security Control Centre Supplier (the Supplier);
- 126.3.2 Installation of video surveillance systems which includes monitors positioned at the public entrances of CSI sites to act as a clearly visible deterrent to help prevent security incidents from happening;
- 126.3.3 The installation of video surveillance systems which will also enable a holistic response to the management of security incidents where they do occur, from both the Authority's Security Services Supplier and the Supplier, with more efficient and reliable escalation to emergency services; and
- 126.3.4 Provide a proportionate and effective level of protection based on risk.
- 126.4 The Supplier shall be UKAS certified by either the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB) and provide evidence upon request to CCS and / or the Authority.
- 126.5 The technical security systems requirements included in the design, supply, install, commission and maintenance of technical security systems include the physical security system Assets at each site, excluding devices provided by the Authority's other contractors, including but not limited to Body Worn Cameras (BWC) and Private Mobile Radios (PMR) used by security officers. This also includes, but not limited to all security system communication paths as well as all equipment and software for remote engineering functions.
- 126.6 The Authority may require products throughout the course of the Contract from the National Protective Security Authority (NPSA) catalogue of security equipment which have been evaluated against specific NPSA security standards and the performance rating achieved.
- 126.7 The Authority's security system maintenance and security system monitoring are fully detailed in the Authority's Performance Specification for Electronic Security Systems (SAFE 03). No deviation from the Authority's Specification or workflows can be accepted without the Authority's authorisation, where new workflows are required, or amendments needed to existing workflows, these must be fully documented and agreed with the Authority in writing before any changes are put in place by the Supplier.
- 126.8 The Supplier shall have the capability to design, supply, install, commission, certificate and maintain electronic security systems that meet the Authority's requirements. All electronic security system designs and installations must meet the standards and requirements defined in the supplementary document, the Authority's Management of Statutory Compliance Annex L - Management of Statutory Compliance, PPMs and Work Delivery and the

Authority's current Performance Specification for Electronic Security System (SAFE 03).

- 126.9 The Authority may require the; design, equipment supply, installation, and commission Services to be delivered as a combined or stand-alone Service. Where stand-alone, 3rd party suppliers will complete other elements of the services.
- 126.10 Design, install and commissioning of security systems must always meet the requirements of the Authority's current Performance Specification for Electronic Security Systems (SAFE 03), also including but not limited to:
- 126.10.1 Support the completion of risk assessments for Intruder Detection System (IDS) system grade;
  - 126.10.2 Detailed security system design and as fitted drawings;
  - 126.10.3 Provide new or edit existing operational and maintenance (O&M) manuals, with all details needed to meet the Authority's requirements;
  - 126.10.4 Estimation with full breakdown of all costs;
  - 126.10.5 Detailed security system design and as fitted specifications;
  - 126.10.6 Collation of keyholding information for the Security Control Centre (SCC);
  - 126.10.7 Support the completion of the Police Unique Reference Number (URN) hazard form; and
  - 126.10.8 Produce police compliant completion certificates
- 126.11 The Supplier must ensure UK wide security system engineering team coverage is in place to provide emergency and Planned Maintenance to the Authority's security systems. There must be sufficient engineering coverage to meet the volumes of the Authority's callout priorities during normal building operational hours (Authority Premises operational hours 07:00 to 19:00 and normal working hours 09:00 – 17:00 Monday to Friday or as set out in Annex B - Service Matrix) and outside the Authority's normal working hours.
- 126.12 The Supplier shall have a suitable remote engineering team available 24 hours 365 days a year. The remote engineering team must have full access and training on the use of all remote service software and tools to allow remote access to program, service and maintain the Authority's security systems. The remote engineering team must be able to provide system support or fault resolution via the telephone. The remote engineering team must be able to remotely connect and triage faults, repair faults or make isolations to all the Authority's security systems where there is remote engineering capability.
- 126.13 To reduce site disturbances and increase efficiencies and sustainability, all Planned and Reactive security system Maintenance tasks completed that have the capability to be completed remotely, must be completed without engineer on-site attendance. Wherever connectivity is

available the Supplier is to provide remote engineering functions to the security systems. Where on-site Planned or Reactive Maintenance tasks are required for compliance with; SFG20, a fault repair or to meet industry compliance, these must be completed on-site.

- 126.14 Technical security systems shall include but not be limited to:
- 126.14.1 Perimeter intrusion detection systems;
  - 126.14.2 Intruder detection systems (IDS);
  - 126.14.3 Alarm signalling to remote Security Control Centre;
  - 126.14.4 Video surveillance systems (VSS);
  - 126.14.5 Network Video Recorders (NVR) and Digital Video Recorders (DVR);
  - 126.14.6 Automatic Access Control System (AACS);
  - 126.14.7 Security management systems;
  - 126.14.8 IT equipment - Operating base for security systems;
  - 126.14.9 Electronic locking systems;
  - 126.14.10 Biometric technologies used in door access control applications;
  - 126.14.11 Security systems engineers for on-site attendances and remote security system engineering able to complete Planned and Reactive Maintenance tasks;
  - 126.14.12 Automated fault monitoring;
  - 126.14.13 Evidence collection service, on-site or remotely collected;
  - 126.14.14 Data requests (Data Protection Act);
  - 126.14.15 Image redaction service;
  - 126.14.16 False Alarm Management (FAM);
  - 126.14.17 Issuing of industry compliant completion certificates;
  - 126.14.18 Management of Police Unique Reference Number (URN);
  - 126.14.19 Interface with Security Control Centre and
  - 126.14.20 Key Management Systems.
- 126.15 The Supplier shall advise the Authority about the interoperability of new infrastructure and systems with existing security systems and products, including Open Network Video Interface Forum (ONVIF) where appropriate, this information shall be included in standard reporting frequencies.
- 126.16 The Supplier shall advise the Authority about the obsolescence of current security systems and advise on appropriate, fit for purpose replacement security system options for the Authority within their allocated budget and aligned to their requirements, this information shall be included within standard reporting frequencies.
- 126.17 Where any new or replacement items are required, the Supplier shall be responsible for completing whole life costing reports, prioritising low / zero

carbon technologies, and ensuring sustainable procurement methods form the basis of the recommendations issued to the Authority.

- 126.18 Systems that have been upgraded to the Authority's latest Security Performance Specification for Electronic Security Systems (SAFE 03) will have standardised security equipment. The Supplier is to ensure sufficient stock is available to their engineers and contractors, ensuring the majority of equipment faults are fixed at the first visit.
- 126.19 The Supplier must track and report to the Authority if high volumes of failure rates are found on any recently upgraded system, so warranties can best be utilised and any risk across the estate identified.
- 126.20 The Supplier is to familiarise themselves with all legacy security systems installed throughout the Authority's estate.
- 126.21 Spare security system equipment shall be identified and held by the Supplier. Where critical spare equipment has potential for long delivery times, these must be identified to the Authority with options to hold critical spares without eroding warranty.
- 126.22 The Supplier shall undertake checks in line with the Government Policy that any equipment of those visual surveillance systems produced by companies headquartered in China, and therefore subject to Chinese National Security Legislation must not be included in any procurement exercise or installed at any of the Authority's Premises. Known manufacturers include but not limited to: Dahua, Hikvision, Huawei, Hytera, Tiandy, Uniview, ZTE. Please see: [Written statements - Written questions, answers and statements - UK Parliament](#).
- 126.23 The Supplier shall only commence work upon receipt from the Service Manager of a Service Order in accordance with Core Clause 19. All new or replacement items must meet the requirements of the Authority's Performance Specification for Electronic Security Systems (SAFE 03).
- 126.24 All replacement items delivered must be new, or (with the Authority's written Approval at its sole discretion) as new if recycled, reconstructed, unused and of recent origin.
- 126.25 All manufacturer warranties covering the replacement items must be assignable to the Authority on request and at no cost.
- 126.26 Unless otherwise required at the *starting date* or from time to time by the Authority, title of the replacement items shall transfer to the Authority in line with the Contract.
- 126.27 Unless otherwise agreed by the Authority in writing the risk in any replacement items shall remain with the Supplier during the Contract Period.
- 126.28 The Supplier warrants that title in any replacement items is capable of transferring to the Authority.
- 126.29 The Supplier must recall replacement items where the manufacturer has requested a recall and indemnify the Authority against the costs of any



recall of the replacement items and give notice of actual or anticipated action about the recall of the replacement items.

- 126.30 The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any replacement items that the Authority rejects. If the Supplier does not do this, it will pay the Authority's costs including repair, replacement or re-supply by a third party.
- 126.31 Isolations and disconnections. Where device isolations are found during Planned or Reactive Maintenance, if extensive these shall be raised as a risk to the Authority through the impairment process. (The impairment process to be developed collaboratively during Mobilisation) Where possible the isolation(s) shall be reinstated during the attendance after testing there is no existing fault or known potential for false alarm activations from the device reinstatement.
- 126.32 Isolations includes unknown or unable to locate intruder alarm devices with circuit identifier text that are programmed as "spare" and have cable connections in place.
- 126.33 If investigation time is required to; locate an isolated device in a fault condition, locate the device or the interconnections between the device and the control equipment. The Supplier shall ensure the Service Manager's acceptance of the works has been given and Service Order issued in advance of commencement of the works.
- 126.34 The Supplier must gain acceptance from the Service Manager, during the Mobilisation Period, the extent of the security system isolations and disconnections that can be put in place by the Supplier either during Planned, Remedial, or Reactive Maintenance within the Service Areas or via remote engineering maintenance access. Only additional isolations or disconnections would require to be submitted to the Service Manager for acceptance.
- 126.35 The Authority at their discretion may engage with other security system suppliers (external suppliers) when required to design, supply, install, commission security systems. After acceptance at handover from the external supplier the Supplier shall add the system to the maintenance plan and incorporate any warranties passed from the external supplier.
- 126.36 The Supplier shall be able to demonstrate they have access to specialist support from Video Management Software (VMS) suppliers including but not limited to Milestone. Milestone Husky 350R and 700R Network Video Recorder's (NVR) are deployed, as well as legacy non-remote connected VSS.

## 127 Service L2 Technical Security Systems - False Alarm Management (FAM) and Police Unique Reference Number (URN) Management

- 127.1 The Supplier must recognise the importance of false alarm management,

ensuring police resources are not wasted, noise pollution is kept to a minimum and future police attendance to alarm events is not put at risk. The Supplier must follow the requirements of BS8473 Intruder and Hold-Up alarm systems – Management of false alarms – Code of practice.

- 127.2 False alarm management (FAM). Maintaining a police response ensures the safety and security of the public, the Authority's Staff, and the Authority's Premises. To maintain police response, it is critical the Supplier ensures FAM and Police URN management are completed to all relevant industry standards, industry codes of practice and police rules. The Supplier must ensure all relevant FAM reporting is analysed, to identify any at-risk sites or trends in false alarms. Alarm activity reports will be generated by the Security Control Centre and shared with the Authority's integrator. The Supplier must work closely with the Security Control Centre and the Authority to ensure reporting provides relevant and timely information to meet the Supplier's FAM obligations. The Supplier must ensure the Authority's on-site Staff are informed of any change in police response levels.
- 127.3 Where a policed or policeable false alarm has been generated, there must be a detailed investigation into the reasons for the false alarm and preventive measures put in place as soon as possible. Where user error is shown as the cause of the false alarm the users must be re-trained as soon as possible. Documented evidence must be produced detailing what training was provided. The users trained must sign to show they understand the training provided and the names of the users trained must be clearly documented.
- 127.4 Where false alarms are caused by unknown equipment faults, these must be reviewed against the rest of the Authority's estate security systems to ensure any trends in particular equipment faults are identified and reported to the Authority.
- 127.5 Where policed or policeable false alarms are generated by the Supplier or Security Control Centre all details must be clearly included in the Monthly supplier performance report. The Supplier shall ensure that false alarms generated by the Supplier's representations and the Security Control Centre are fully investigated in the FAM process, and preventative measures put in place to prevent a reoccurrence.
- 127.6 The Supplier is to have detailed Police URN management processes in place including, but not limited to:
- 127.6.1 Applying for a police response as required by National Police Chiefs Council (NPCC) rules;
  - 127.6.2 The Supplier must be registered with all UK police forces for the issuing of Police URN's;
  - 127.6.3 Suppliers must have payment arrangements in place with all UK police forces;
  - 127.6.4 The Supplier must be able to issue UKAS Certificates for police connections or re-connections (for example National Security

- Inspectorate (NSI) installation certificates);
- 127.6.5 The Supplier must have defined and detailed processes in place to process the below, including but not limited to list of police communications:
- 127.6.6 Police URN receipt – process for sharing URN details with Security Control Centre (SCC);
- 127.6.7 Police URN warning letter;
- 127.6.8 Police URN withdrawal;
- 127.6.9 Police URN deletion letter;
- 127.6.10 Police URN reinstatement (IDS and HUA); and
- 127.6.11 Police URN cancellation (closed and disposed of sites).
- 127.7 The Monthly Supplier performance report provided by the Supplier must provide details of all intruder alarm systems and the current police response levels, highlighting any system at risk of losing response and the actions taken to prevent. Where police response is in the process of being reinstated these sites need to be identified in the Monthly Supplier performance report, with the current status detailed.

### 128 Service L3 Planned Preventative Maintenance (PPM) delivered by On-site attendance or Remote Routine Inspection

- 128.1 This section shall be read in conjunction with supplementary document Annex L - Management of Statutory Compliance, PPMs and Work Delivery. The Supplier shall be responsible for the delivery of all security system PPM's, where required attendance to site must comply with the Authority's Permit to Work process as detailed in Annex N. The Service shall be inclusive of;
- 128.1.1 The delivery of all statutory and non-statutory inspections;
- 128.1.2 Risk assessments and method statements;
- 128.1.3 Written scheme of examination; and
- 128.1.4 All documentation and images to support evidence of completion.
- 128.2 Compliance standards and standard requirements for Planned Maintenance of security systems are fully detailed in supplementary document Annex L - Management of Statutory Compliance, PPMs and Work Delivery. These standards include a combination of SFG20, industry standards, as well as bespoke or no maintenance requirements for security system Assets. The Planned Maintenance requirements detailed in the supplementary documents Annex L - Management of Statutory Compliance, PPMs and Work Delivery" must be fully understood and adhered to by the Supplier.
- 128.3 The IDS remote PPM configuration set up by the Supplier will require a list of devices per IDS, these devices are expected to be triggered within a defined

activity time-period through normal building usage (this is while the IDS is unset), the list of devices is normally referred to as the device activity list. The remote PPM device activity list created by the Supplier must carefully select devices that would operate during Core Hours as set out in Schedule 2 Scope, Annex B. This is to ensure non-activity alerts are not raised by the alarm system for devices that would not normally be operated during the activity time-period. Non-activity alerts shall be fully investigated remotely by the Supplier. If remote investigation cannot resolve the issue a Work Order must be raised via the Authority's Integrator, and an attendance made to diagnose and repair / replace the failed item. The device activity list shall be reviewed and updated during the annual IDS on-site PPM to include any Authority Premises usage changes.

- 128.4 The PPM works task sheet must clearly identify the Asset type, location, SFG20 task instruction and frequency. If SFG20 is not applicable, the task sheet must detail the industry standard/code of practice used, the work required, and frequency as defined and agreed with the Authority prior to the *starting date*.
- 128.5 The PPM documentation must clearly show all checks made against the standard the PPM is being completed to and the documentation is to clearly reference the standard being used for the PPM (SFG20 reference number / industry Code of Practice reference / NSI NCP number etc).
- 128.6 All PPM checks where a record is to be made of a test result, must be recorded clearly on the PPM documentation (volts / amps / resistance in ohms etc), "checked" or a tick is not acceptable for these results.
- 128.7 All consumable items and replacement parts which are required to satisfactorily maintain the security system equipment are of the same quality and type or better as provided for the original installation.
- 128.8 Replacement components shall be of the same manufacturer as the equipment being serviced. Where this is not possible the Supplier shall inform the Authority and receive agreement for a replacement component before commencing work.
- 128.9 Replacement components shall be openly available from standard security industry supply chain and not be from any closed protocol, closed supply or value-added reseller programs, without the Authority's written consent, or defined within the Contract.
- 128.10 The Supplier shall recognise the Authority requirements for Planned Maintenance may be in addition to or replacement of SFG20 requirements. The Supplier shall be responsible for ensuring these requirements are fully captured in the PPM programme.
- 128.11 Where SFG20 is not applicable or where the Authority has specified bespoke requirements for maintenance of systems / Assets the Supplier shall be responsible for the creation of discretionary PPM task instructions to meet the Authority's requirements in accordance with SFG20, industry or the

bespoke requirements.

- 128.12 The Supplier shall ensure that discretionary PPM activities are approved by the Authority prior to their addition to the PPM schedules.
- 128.13 The Supplier shall seek Approval from the Authority of enhancements and / or modifications to SFG20 PPM management regimes where they are likely to impact on the maintenance Services e.g. changes in PPM task frequencies.
- 128.14 The Supplier shall, maintain Assets leased to or leased by the Authority in accordance with the requirement of the lease or as specified by the Authority.

### 129 Service L4 Technical Security System Remedial Maintenance following an On-site or Remote PPM

- 129.1 Where an on-site PPM has been performed and Remedial Works have been identified, wherever possible the Remedial Works shall be completed at the same visit.
- 129.2 Where a remote PPM has been performed and Remedial Works have been identified the Supplier must attend to complete tests, or repairs or replacement of the failed items ensuring the successful completion of the PPM. Any attended PPM Works required after the remote PPM, must be completed before the PPM due date and any Remedial Works found during the remote PPM must be completed as per Annex E - Service Delivery Response and Rectification Times.
- 129.3 Where Remedial Works are required that significantly impact the operation of the security system, the task must be treated as an urgent Reactive Maintenance task and report to the Authority via the agreed impairment process.
- 129.4 Technical security system recommendations(not included in quoted works) from PPM and/or Reactive Maintenance Works, are to be listed in the Monthly report to the Authority. The report is to include site, Asset, recommendation detail, and reason why no quote has been produced.

### 130 Service L5 Technical Security System Reactive Maintenance

- 130.1 The Supplier shall provide a professionally managed Service for emergency or scheduled Reactive Maintenance repairs. This service must be available 24 hours per day, 365 days per year. The Reactive Maintenance is required for all the Authority's security systems, including but not limited to: intruder detector systems, hold-up alarm systems, video surveillance systems, 2-way audio systems, automatic door access control systems, intercoms, IT network

infrastructure for security systems, communication devices to the Security Control Centre.

- 130.2 Reactive Maintenance calls will be dispatched to the Supplier with a priority to suit the urgency of the fault type reported. The Supplier is to keep the CAFM System updated with all progress to the job, ensuring the Authority and the Authority's Integrator always have visibility of progress.
- 130.3 Wherever connectivity is available to remotely interrogate the security system the Supplier must use their remote engineering team to first triage the fault, to try to diagnose and resolve through the remote engineering team.
- 130.4 The remote resolution may include discussing the detail of the fault with the original caller and / or remotely connecting to the security system to diagnose the fault.
- 130.5 Where it is immediately obvious from the triage that an engineer attendance will be required, these faults must be passed directly for engineer attendance (e.g., damaged equipment or wiring, unsafe equipment etc).
- 130.6 Where an intruder alarm device is causing a system fault and preventing the system from being operated, this device can only be isolated if this isolation doesn't significantly degrade the security system protection and meets the Authority's agreement for acceptable isolations. Isolations can be made by on-site engineers or by remote engineers.
- 130.7 Where a device has been isolated, a new Work Order or follow on task must be raised with the Authority's integrator to ensure the isolated device is repaired or replaced, or the Authority provide authorisation to not complete further works.
- 130.8 Where the fault is remotely resolved (permanently or temporary) the attendance will have been achieved at the time the remote engineers actioned the fault. If the reactive call requires engineering on-site attendance, the engineer must attend within the priority level set for the original attendance.
- 130.9 The Supplier shall work alongside the Authority in forward planning, providing cost estimates for financial planning. The Supplier shall advise the Authority when the cost of repairing and / or maintaining an Asset outweighs the cost of replacing it and is likely to cause on-going unplanned downtime or pose potential security, or health and safety risks i.e. Beyond Economic Repair.
- 130.10 The Supplier shall seek formal Approval from the Authority and shall keep the Authority advised at all times on the status of tasks completed to mitigate health and safety or business continuity, including the cost of the task.
- 130.11 Where the Supplier encounters Reactive Maintenance which they believe have been caused by wilful damage or vandalism, they shall be required to produce a damage report in support of their assessment which shall include:
- 130.11.1 The date and time the damage was identified;

- 130.11.2 A summary of the findings upon inspection;
  - 130.11.3 Photographic evidence of the damage;
  - 130.11.4 Details of the condition at the previous maintenance work or inspection; and
  - 130.11.5 An estimate of the cost of repair or replacement.
- 130.12 When the Supplier completes one or more Reactive or Remedial Works at a single visit, only one attendance cost shall be applied for all tasks completed during the visit.
- 130.13 First line support to automatic door access control system faults will be completed by the Security Control Centre. Where the faults cannot be resolved remotely the Supplier must inform the Integrator, to enable attendance by the Supplier.
- 130.14 Where an Authority's Premises has a door access control system owned by the Authority that has no remote connectivity to the Security Control Centre, where additional cards, or door access control system programming, or equipment maintenance Services are required the Supplier shall complete these requests when a Work Order has been raised for these Services.
- 130.15 Video Surveillance System (VSS) faults must be logged with the Integrator. The Supplier must work with the Security Control Centre to perform remote diagnostics of faults across the Authority's estate and only make on-site attendances where it is not possible to resolve VSS faults remotely.

### 131 Service L6 Technical Security System – Video Surveillance System (VSS) / Body Worn Camera (BWC) Evidence Retrieval

- 131.1 Where the Authority's site Video Surveillance Systems (VSS) does not have remote connectivity, or remote connectivity has failed, or at the request of the Authority or the police, a request for VSS evidence will be raised as a reactive task by the Authority's Integrator and must be attended as per the priority given to the task.
- 131.2 On receipt of any request authorised by the Authority for VSS / BWC footage from the Authority the Supplier is to attend the premises and interrogate the VSS or BWC footage and assist the Authority and / or the police with the provision of stored images to potentially be used as legal evidence in the event of reported security breaches or any incident at the Authority's Premises.
- 131.3 Where evidence packs and storage media are not available at the Authority's Premises, the Supplier must provide suitable evidence packs and media to store images as required by the Authority or the police. The process used by the Supplier's representatives and the evidence packs supplied must not



jeopardise any legal evidence collection processes.

- 131.4 The Supplier shall ensure that VSS footage shall only be released to third parties in accordance with the Authority's current security guidance including a specific court order or to assist the police or the Authority with an investigation and with the agreement of the appropriate Authority's security representative. At all times the provisions of Data Protection Legislation, as applied by guidance from the Information Commissioner's Office, shall be followed.
- 131.5 Where remote connectivity is in place data will be collected remotely by the Security Control Centre.

### 132 Service L7 Technical Security System - Data Protection Act Information (DPA) Request – Data Redaction Service

- 132.1 Sites not connected to the Security Control Centre. Upon an approved request from the Authority for VSS images relating to a Data Protection Act request, a Work Order will be raised for engineer attendance. The engineer will download the data on to a suitable storage medium, once downloaded the Supplier shall redact the images to ensure only the requestors data is available.
- 132.2 The Supplier shall ensure that redacted VSS footage shall only be released to third parties in accordance with the Authority's current guidance and processes. At all times the provisions of Data Protection Legislation, as applied by guidance from the Information Commissioner's Office, shall be followed.
- 132.3 Where remote connectivity is in place data will be collected remotely by the Security Control Centre.

### 133 Service L8 Technical Security System Quotations

- 133.1 Ad-hoc work quotes, include requests from the Authority's employees and recommendations from the Supplier.
- 133.2 All quote requests from the Authority's employees direct to the Supplier must detail the employee's name who request Quotation or why the Supplier is making the recommendation.
- 133.3 All quotes must include the reference for the original attendance and a new reference if a Work Order has been raised.
- 133.4 All quotes are to use the agreed schedule of rates.
- 133.5 All quotes to show breakdown of costs with labour and materials shown separately. All new or replacement items must meet the requirements of the Authority's Performance Specification for Electronic Security Systems (SAFE



03).

- 133.6 All quotes to detail why work is required and what benefit the work being completed will bring.
- 133.7 The associated costs for these Services will be managed via Contract Schedule 4: Service Order and Projects process.

### 134 Service L9 Technical Security Systems Software Maintenance and Updates

- 134.1 The Supplier is to ensure all software updates for the security systems installed at the Authority's Premises provided free of charge by manufactures or software suppliers are completed at least annually (at PPM), all costs relating to the updates are to be included in the Charges.
- 134.2 Where urgent security vulnerability software updates are provided by manufactures or software suppliers, the Supplier shall inform the Authority within 24 hours of the notification being received with all details of the potential risks. A plan to complete all security related software updates shall be agreed and authorised by the Service Manager and implemented as soon as practical. The Supplier must keep the Service Manager informed throughout the plan.
- 134.3 Where software revision updates are chargeable, and no commercial agreement is in place with the Authority to fund the software updates, at each Contract anniversary the Supplier shall provide the Authority with a proposal to update all system software including software at remote sites. The proposal is to include the upgrade to the latest software version and the costs for future regular software updates. The proposal shall include all product improvements that the update will provide and any risks to the Authority should the software updates not be completed.

### 135 Service L10 - Technical Security System Maintenance and the Security Control Centre (SCC)

- 135.1 The Supplier acknowledges that the Authority has a separate contract for the delivery of its Security Control Centre (SCC). The Supplier is expected to work together with the SCC contractor wherever needed to ensure a joined-up security Service protecting the Authority's employee's, clients and property.
- 135.2 The Security Control Centre function is a combination of the Alarm Receiving Centre (ARC), Remote Video Receiving Centre (RVRC) and other centralised security functions provided for the Authority. The Security Control Centre will be a UKAS independently accredited Alarm Receiving Centre and UKAS independently accredited Remote Video Receiving Centre. The Security Control Centre will be available 24 hours per day, 365 days per year and fully

compliant with all UK industry standards including BS EN 50518 and BS 9518.

- 135.3 The Services provided by the Security Control Centre will include but not be limited to the following:
- 135.3.1 ARC for monitoring intruder alarms, intruder alarm system events, hold-up alarms and fire alarms;
  - 135.3.2 RVRC for video surveillance systems images including supporting 2-way audio for audio intervention and verification of alarms events at the Authority's Premises;
  - 135.3.3 The Security Control Centre will have the necessary compatible software, technology, and equipment to receive, process, and store video and audio signals from remote cameras and microphones, including servers, data storage, and network infrastructure at all the Authority's Premises;
  - 135.3.4 The Security Control Centre will have all the required IT networking technical abilities to design, implement, mobilise and migrate new and existing monitoring that includes all of the Authority's current and legacy security systems;
  - 135.3.5 Video Management Software (VMS) solutions. The Security Control Centre will have access to purchase, develop and fully support any VMS the Authority require to be implemented, including but not limited to Milestone XProtect, VMS Expert and Corporate, all other 3rd party VMS software add-ons. Milestone XProtect is currently used at the incumbent Security Control Centre to manage the video and audio signals and provide real-time monitoring of alarm events;
  - 135.3.6 Monitoring of lone worker devices, including Oysta technology which is currently deployed;
  - 135.3.7 Interfaces for communication to and from the Authority's Security Guarding supplier, Portable Mobile Radio (PMR) systems;
  - 135.3.8 The Security Control Centre must be able to dispatch confirmed alarm events to all UK police forces (via Electronic Call Handling Operations (ECHO) where police forces have availability); and
  - 135.3.9 Interface to intercom devices at the remote sites.
- 135.4 The Security Control Centre will provide a helpdesk for the Services delivered to the Authority.
- 135.5 The Security Control Centre will complete software maintenance and software updates to security systems directly connected to the SCC.
- 135.6 The Security Control Centre will have access to the Security Guarding BWC system to view images and provide usage reports on the BWC devices for the Authority. The BWC system is fully managed by the Security Guarding

supplier.

- 135.7 The Security Control Centre will provide an evidence retrieval service for the Authority where the SCC can remotely access VSS and BWC systems. Where the SCC does not have remote access, or under authorised instruction from the Authority, the Supplier shall attend and collect the data.
- 135.8 The Security Control Centre will provide a Data Protection information request including data redaction service where the SCC can remotely access VSS and BWC systems. Where the SCC does not have remote access, or under authorised instruction from the Authority, the Supplier shall attend and collect the data.
- 135.9 Where the Authority's Premises have been upgraded to the Authority's Performance Specification for Electronic Security Systems (SAFE 03), the Security Control Centre will complete proactive fault monitoring of remote video surveillance systems and IT networks, the following are the minimum monitoring requirements:
- 135.9.1 System offline;
  - 135.9.2 Recording offline;
  - 135.9.3 Recording stopped;
  - 135.9.4 Camera(s) offline;
  - 135.9.5 Camera(s) not recording; and
  - 135.9.6 Network issues (router, switches, gateway, servers etc).
- 135.10 Any faults found during the proactive fault monitoring that can't be rectified by the SCC will be passed via the Integrator to the Supplier for resolution by the Supplier.
- 135.11 The Security Control Centre will manage the automatic door access control user database and have remote access to sites upgraded to the Authority's Performance Specification for Electronic Security Systems (SAFE 03).
- 135.12 The Security Control Centre will manage the automatic door access control interface to the automated key management system where sites have been upgraded to the Authority's Performance Specification for Electronic Security Systems (SAFE 03).
- 135.13 The Security Control Centre will have access to the Security Guarding Private Mobile Radio (PMR) system to provide detailed usage reporting to the Authority. The PMR is fully managed by the Security Guarding supplier.
- 135.14 The Security Control Centre will connect to security systems upgraded to the Authority's Performance Specification for Electronic Security Systems (SAFE 03) via the Authority's IT infrastructure. The SCC and the Authority share the responsibility for fault diagnostics and resolutions. The Supplier is to ensure any IT network requirements for remote engineering that can't be

routed via the SCC are identified at Mobilisation.

- 135.15 The Security Control Centre will provide the Authority and the Supplier with industry required reporting; the below reports will be shared by the SCC with the Supplier to assist with false alarm management (FAM):

- 135.15.1 Daily, alarm activity;
- 135.15.2 Daily, more than 3 alarm activations in 30 days;
- 135.15.3 Monthly, non-policed alarm activity – review with rolling 12-Month alarm activity;
- 135.15.4 Daily, no signal for seven (7) days; and
- 135.15.5 Alarm activity reports will be generated by the Security Control Centre, the Security Control Centre will work closely with the Supplier to ensure reporting provides relevant and timely information to meet the Supplier's and the Security Control Centre FAM obligations.

### 136 Service L11 - Technical Security System Maintenance and the Guarding Services

- 136.1 The Supplier acknowledges that the Authority has a separate contract for the delivery of its Security Guarding. The Supplier is expected to work together with the Security Guarding supplier wherever needed to ensure a joined-up security Service protecting the Authority's Premises, employees and clients.
- 136.2 The Services provided by the Security Guarding will include but not be limited to the following:
- 136.2.1 Static guarding service;
  - 136.2.2 Ad-hoc guarding;
  - 136.2.3 Patrol guarding;
  - 136.2.4 Keyholding attendance;
  - 136.2.5 Body worn camera, supply, usage, data storage and maintenance;
  - 136.2.6 Private mobile radio and the Authority's smart devices, supply, use and maintenance;
  - 136.2.7 Control of access and security passes (visitor management);
  - 136.2.8 Control of access – vehicles;
  - 136.2.9 Reception service;
  - 136.2.10 Voice announcement system operation; and
  - 136.2.11 Canine services.

## Work Package M: Waste Services

### 137 Service M2 - Classified Waste destruction

## Services

- 137.1 The following Standards apply to this Service - SM2.
- 137.2 The Supplier shall provide a classified waste shredding Service in line with all UK Government disposal standards, including the National Protective Security Authority (NPSA) destruction standard and any special requirements stipulated by the Authority. It is acceptable that the Supplier provides either an off-site or on-site shredding service providing they have the appropriate certification for classified waste shredding and destruction. The Supplier shall ensure:
- 137.2.1 Services are fully compliant with UK GDPR and all Data Protection Legislation;
  - 137.2.2 Services are delivered on a on a schedule agreed with the Authority during the Mobilisation Period and shall be reviewed (at minimum) annually to ensure they reflect latest site waste volumes and maximise efficiency;
  - 137.2.3 Suitable and sufficient standard sized, and to a standard style/design, secure consoles are provided at Authority Premises to enable the secure storage of all Authority classified waste;
  - 137.2.4 A secure chain of custody is maintained at all times to ensure the secure collection, storage, removal and disposal of all classified materials so that at no time these materials are out of the Supplier's possession or sight, or capable of being deciphered once securely disposed of;
  - 137.2.5 No shredded classified materials are capable of being deciphered once securely disposed of;
  - 137.2.6 Classified material shall only be destroyed by a National Protective Security Authority (NPSA) approved company or on-site using NPSA approved shredders from the NPSA Catalogue of Security Equipment (CSE);
  - 137.2.7 Supplier Staff and / or Subcontractors providing the Service are cleared to Counter Terrorist Check as a minimum;
  - 137.2.8 All shredded classified materials are 100% recycled; and
  - 137.2.9 Should waste be removed from site the Supplier shall provide tracking notes and collection details to the Authority.
  - 137.2.10 A certificate of destruction is issued to the Authority confirming destruction of the waste.
- 137.3 The Supplier shall ensure that where classified materials may comprise of a mix of security classifications, that the shredding requirements attributable to the highest classification are applied to all the material being shredded.
- 137.4 Material with a protective marking of 'SECRET' or 'TOP SECRET' may be destroyed by Authority Staff prior to its removal and further shredding off-site

by the Supplier in accordance with the Authority's requirements. Further details of these requirements will be provided by the Authority during the Mobilisation Period.

- 137.5 The Supplier shall provide a reactive Service for the collection and disposal of all types of classified waste to meet any ad hoc requirements of the Authority. Costs for these reactive and / or ad-hoc Services shall be managed via Contract Schedule 4: Service Order and Projects.
- 137.6 The Supplier shall fully cooperate with the Authority during internal and / or external Audits of the service. This shall include permitting the Authority access to the off-site shredding premises to enable visual inspections of the equipment, processes and security infrastructure present at the location.
- 137.7 The Supplier shall be responsible for ensuring the accurate reporting of waste data in accordance with the relevant Greening Government Commitment Targets, outlined in Contract Schedule 21 Corporate Social Responsibility, for off-site classified waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.

### 138 Service M3 - General Waste

- 138.1 The following Standards apply to this Service - SM3.
- 138.2 The Supplier shall remove all general waste in a manner appropriate to the material type and shall proactively manage waste in accordance with the waste hierarchy and the Authority's environmental requirements set out in 'Work Package D: Sustainability'. In particular, the Supplier shall ensure that as much general waste as possible is recycled or used for energy recovery, rather than sent to landfill.
- 138.3 The Supplier shall collect and remove all waste from the designated central waste storage point/s on a schedule agreed with the Authority during the Mobilisation Period and shall be reviewed (at minimum) annually to ensure they reflect latest site waste volumes and maximise efficiency. The schedule shall be recorded on the Authority's CAFM System. Pricing shall be based on volumes included in "M Waste Services 1 – 4"<sup>8</sup>.
- 138.4 The Supplier shall provide internal waste receptacles, recycling stations, consumables and signage appropriate to the waste stream, and in sufficient numbers and locations relevant to expected volumes. A standard approach for type, size, number, and location of receptacles and signage across all premises shall be agreed with the Authority during Mobilisation and followed wherever appropriate. The receptacles provided shall be suitable for the waste deposited and located appropriately, in consideration of potential risks.
- 138.5 The Supplier shall provide external general waste receptacles and signage appropriate to the waste stream, in line with waste carrier requirements, and

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<sup>8</sup> Documents were provided in the Data Room during the Tender process.

in sufficient numbers and sizes relevant to expected volumes and waste collection schedules. Receptacles shall be located in a secure area (no public access) where possible and in consideration of any risks (e.g. away from buildings or other high risk areas where possible to prevent spread of fire). External receptacles shall always have lids to prevent odours and pests.

- 138.6 The Supplier shall provide lead support in planning, measuring, reporting and recommending how waste can be continually reduced across all Authority Premises, how recycling can be increased, and how HM Government sustainability targets can be achieved.
- 138.7 The Supplier shall provide a reactive Service for the collection and disposal of all types of general waste to meet any ad hoc requirements of the Authority. Costs shall be charged to the Authority via Contract Schedule 4: Service Order and Projects. Ad-hoc requirements may include but shall not be limited to:
- 138.7.1 Removal of rubbish/fly tipping from external areas;
  - 138.7.2 Removal of high volume waste (following an office move for example);
  - 138.7.3 Waste Electrical and Electronic Equipment (WEEE) waste requirements for redundant equipment or cables etc; and/or
  - 138.7.4 Secure destruction of multi-media waste.
- 138.8 The Supplier shall be responsible for ensuring the accurate reporting of waste data in accordance with the relevant Greening Government Commitment Targets. General waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.

## 139 Service M4 - Recycled Waste and Waste for Re-Use

- 139.1 The following Standards apply to this Service - SM4.
- 139.2 The Supplier shall remove all recyclable waste in a manner appropriate to the material type and shall proactively manage waste in accordance with the waste hierarchy and the Authority's environmental requirements set out in 'Work Package D: Sustainability'. In particular, the Supplier shall ensure that as much recyclable waste as possible is reused or recycled, rather than used for energy recovery or sent to landfill.
- 139.3 The Supplier shall provide internal recycling waste receptacles, recycling stations, consumables and signage appropriate to the waste stream, and in sufficient numbers and locations relevant to expected volumes. A standard approach for type, size, number, and location of receptacles and signage across all premises shall be agreed with the Authority during Mobilisation and followed wherever appropriate. The receptacles provided shall be suitable for the waste deposited and located appropriately, in consideration of potential

risks.

- 139.4 The Supplier shall provide external recycling waste receptacles and signage appropriate to the waste stream, in line with waste carrier requirements, and in sufficient numbers and sizes relevant to expected volumes and collection schedules. Receptacles shall be located in a secure area (no public access) where possible and in consideration of any risks (e.g. away from buildings or other high risk areas where possible to prevent spread of fire). External receptacles shall always have lids to prevent odours and pests.
- 139.5 The Supplier shall collect and remove all recyclable waste and waste suitable for re-use from the Authority Premises on a schedule agreed with the Authority during Mobilisation and shall be reviewed (at minimum) annually to ensure they reflect latest site waste volumes and maximise efficiency. Pricing shall be based on volumes included in "M Waste Services 1-4"<sup>9</sup>. The Services shall include but not be limited to the following waste streams:
- 139.5.1 Wood;
  - 139.5.2 Metals;
  - 139.5.3 Cardboard;
  - 139.5.4 Plastics;
  - 139.5.5 Dry Mixed Recyclables (DMR);
  - 139.5.6 Cooking oils;
  - 139.5.7 Horticultural waste;
  - 139.5.8 Furniture and fittings;
  - 139.5.9 Equipment and machinery;
  - 139.5.10 Textiles;
  - 139.5.11 Food;
  - 139.5.12 Construction waste (including plasterboard); and
  - 139.5.13 Others as required by the Authority.
- 139.6 The Supplier shall seek to increase the percentage and range of goods that are reused and recycled on a continual basis. The Supplier shall provide the Authority with information on current levels of reuse and recycling and plans to increase these in the annual waste management report.
- 139.7 The Supplier shall provide a reactive Service for the collection and disposal of all types of recycled waste to meet any ad hoc requirements of the Authority. Costs shall be charged to the Authority via Contract Schedule 4: Service Order and Projects.
- 139.8 The Supplier shall be responsible for ensuring the accurate reporting of waste data in accordance with the relevant Greening Government Commitment Targets. Recyclable and reusable waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal

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<sup>9</sup> Documents were supplied in the Data Room during the tender process.



destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.

### 140 Service M5 - Hazardous Waste

- 140.1 The following Standards apply to this Service - SM5.
- 140.2 The Supplier may be required to provide a Service for the disposal of hazardous wastes and provide suitable receptacles for this type of waste in accordance with the Authority's requirements.
- 140.3 The Supplier shall handle, transport, treat and dispose of all hazardous wastes in a manner suitable to their nature and potential to pollute or cause harm. The Supplier shall take into account the Dangerous Goods Regulations on labelling, containment and security for transport. Sites which require the regular disposal of hazardous waste are defined in Annex B – Service Matrix. Details of hazardous materials and volumes are provided in "M Waste Services-4-Hazardous Waste Removal Volumes and Locations"<sup>10</sup>.
- 140.4 The Supplier is responsible for the removal of hazardous materials on an ad hoc basis as and when required by the Authority. Costs for this service shall be managed via Contract Schedule 4: Service Order and Projects.
- 140.5 Where the Authority's hazardous waste includes ordnance and pyrotechnic related waste the Supplier shall ensure that all waste is checked and made safe prior to disposal and shall issue a Monthly report on waste volumes disposed of to the Authority.
- 140.6 The Supplier shall be responsible for ensuring the accurate reporting of waste data in accordance with the relevant Greening Government Commitment Targets. Hazardous waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.
- 140.7 As part of hazardous waste the Authority, at all relevant Authority Premises, requires blood and body fluids spill kits and sharps receptacles, to be emptied/collected periodically as required.

### 141 Service M7 - Clinical Waste

NOT REQUIRED

### 142 Service M8 - Feminine Hygiene Waste

- 142.1 The following Standards apply to this Service - SM8.
- 142.2 The Supplier is required to provide a four-weekly Service for the disposal of feminine hygiene waste and shall be required to provide standard sized and suitable receptacles for this type of waste in accordance with the Authority's

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<sup>10</sup> Documents were supplied in the Data Room during the tender process

requirements.

- 142.3 The Supplier shall handle, transport, treat and dispose of all feminine hygiene waste in a manner suitable to their nature and potential to pollute or cause harm, taking account of the Dangerous Goods Regulations on labelling, containment and security for transport.
- 142.4 The Supplier is responsible for the removal of feminine hygiene waste.
- 142.5 The Supplier shall be responsible for ensuring the accurate reporting of waste data in accordance with the relevant Greening Government Commitment Targets, feminine hygiene waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.

### 143 Service M9 - Furniture Disposal

- 143.1 All furniture will be disposed of in accordance with the principles set out in the policy on Greening Government Commitments. When it becomes clear that furniture will not be needed after a certain date it may be advertised to other departments on the Authority's "reuse notice board". The proceeds of any furniture disposal shall be returned to the Authority and may be shared with the Supplier subject to the terms of any prior agreement with the Authority.
- 143.2 Where furniture is damaged to the extent that it cannot be reused, or at the request of the Authority, the Supplier shall provide a furniture disposal service. All furniture will be disposed responsibly in accordance with the waste hierarchy and the Authority's environmental requirements set out in 'Work Package D: Sustainability'. In particular, the Supplier shall ensure as much furniture waste as possible is reused or recycled, rather than used for energy recovery or sent to landfill. Where the Authority requires the Supplier to dispose of furniture this shall be managed through the Contract Schedule 4: Service Order and Projects.
- 143.3 The Supplier shall be responsible for ensuring the accurate reporting of furniture waste data in accordance with the relevant Greening Government Commitment targets. Furniture waste shall be included in the Monthly waste report including volume in tonnes, material types, and disposal destination for each Authority's Premises as specified in 'Work Package D: Sustainability'.
- 143.4 Keep detailed records of issued and disposed furniture on a department-by-department basis for Audit purposes, demonstrating any cost. This shall include disposal in an auditable, environmentally preferable manner. These records will be available to the Authority on request, and will be kept for the Service Period.

### 144 Service M10 - Information Technology Waste

- 144.1 The Supplier shall provide a Service for the collection and disposal of IT waste, in accordance with WEEE Regulations, including such items as

redundant IT equipment, keyboards and cabling etc, (not including laptops or data storage equipment) at the following “Digital Hub” locations. The size and frequency of the collections to be agreed with the Authority during the Mobilisation Period.

Location	Office
<a href="#">Birmingham</a>	Birmingham Government Hub (*) (Digital Hub)
<a href="#">Blackpool</a>	Peel Park (Digital Hub)
<a href="#">Leeds</a>	Quarry House (Digital Hub)
<a href="#">London</a>	Caxton House (Digital Hub)
<a href="#">Manchester</a>	Two St. Peters Sq.(Digital Hub)
<a href="#">Newcastle</a>	Benton Park View (Digital Hub)
<a href="#">Sheffield</a>	Kings Court (Digital Hub)

- 144.2 The Supplier shall provide suitable internal waste receptacles and signage appropriate to the waste stream at the “Digital Hub” sites. A standard approach for type, size, number, and location of receptacles and signage across all premises shall be agreed with the Authority during Mobilisation and followed wherever appropriate. The receptacles provided shall be suitable for the waste deposited and located appropriately, in consideration of potential risks. The receptacles provided shall be provided in the vicinity of the “Tech Bar” locations at these sites.
- 144.3 The Supplier shall collect and remove all waste from the designated central waste storage point/s on a schedule agreed with the Authority during the Mobilisation Period and shall be reviewed (at minimum) annually to ensure they reflect latest site waste volumes and maximise efficiency.
- 144.4 The Supplier shall provide a reactive information technology waste removal service, across the Estate, as requested by the Authority. Waste to be collected within five (5) Working Days of the request. Costs shall be managed via Contract Schedule 4: Service Order and Projects.
- 144.5 The Supplier shall be responsible for ensuring the accurate reporting of information technology waste data in accordance with the relevant Greening Government Commitment Targets. Information technology waste shall be included in the Monthly waste report including volume in tonnes, material types, percentages for re-use, refurbish, recycling, landfill and disposal destination for each Authority’s Premises as specified in ‘Work Package D:

Sustainability’.

## Work Package N: Miscellaneous FM Services

### 145 Service N1 - Childcare Facility

NOT REQUIRED

### 146 Service N2 - Sports and Leisure

NOT REQUIRED

### 147 Service N3 - Transport, Driver and Vehicle Service

NOT REQUIRED

### 148 Service N4 - First Aid and Medical Service

- 148.1 The following Standards apply to this Service - SN4.
- 148.2 The Supplier shall maintain and replenish first aid boxes ensuring they are compliant and within date.
- 148.3 Each first aid box replenishment shall be undertaken at least every three (3) Months.
- 148.4 Where AED (Automated External Defibrillator) equipment is present, the supplier shall ensure that it is regularly maintained in line with manufacturer recommendations and at least three (3) Monthly. The Supplier shall, for these Assets, develop a bespoke PPM for each type of unit and develop an instruction set for the PPM based on the manufacturer's recommendations. All other requirements of Annex K - Asset Management Statement of Requirements and Annex L - Management of Statutory Compliance, PPMs and Work Delivery will apply to these Assets. The Supplier shall hold spare batteries and pads for each unit on the Premises and shall reorder at a frequency that ensures a stock of spares are held at all times. The Supplier shall ensure that batteries and pads are replaced before the expiry date. The costs for maintaining these Assets shall be included in the Charges.

### 149 Service N5 - Flag Flying Service

- 149.1 The following Standards apply to this Service SL5.
- 149.2 The Supplier shall provide a flag flying service. The times and types of flag to be flown are to be in accordance with official guidance obtained from the relevant Authority and the published instructions of the Department for

Culture, Media and Sport (DCMS).

149.3 A cleaning regime shall be identified for flags and agreed in advance with the Authority.

149.4 The Supplier shall ensure that all Supplier Staff involved in flag raising and lowering are trained in the use of national flags and abide by the required Standards as defined within Annex A – Standards. Certain HM Government buildings utilise non-standard flags from time to time, including Falklands, Olympics, and Royal Standards. When requested by the Authority, the Supplier shall have the means to purchase, rent or have manufactured any identified flag within the shortest reasonable time, and shall be charged to the Authority via Contract Schedule 4: Service Order and Projects.

### 150 Service N6 - Journal, Magazine and Newspaper Supply

NOT REQUIRED

### 151 Service N7 - Hairdressing Services

NOT REQUIRED

### 152 Service N8 - Footwear Cobbling Services

NOT REQUIRED

### 153 Service N9 – Provision of Chaplaincy Support Services

NOT REQUIRED

### 154 Service N10 - Housing and Residential Accommodation Management

NOT REQUIRED

### 155 Service N11 - Energy and Utilities Management Bureau Services

NOT REQUIRED

### 156 Service N12 - Janitor Services

NOT REQUIRED

## 157 Service N13 - Specialist Health FM Services

NOT REQUIRED

## 158 Service N14 - TV and Radio Licences

158.1 The Supplier shall manage, procure and provide TV and radio broadcasting licences on behalf of the Authority on those Authority Premises detailed in Annex B - Service Matrix. The costs of the licences are to be treated as a Pass Through Cost to the Authority.

## Work Package O: Specialist (Defence) FM Services

NOT REQUIRED

## Work Package P: Occupancy and Property Management Services

NOT REQUIRED

## Work Package Q: CAFM Services

### 159 Service Q.1 – NEC Contract Administration Tool

159.1 The Authority requires the Supplier to provide a NEC contract administration tool to facilitate the management of the Contract, which is a NEC4 Facilities Management Contract.

#### **Core Deliverables of the contract administration tool**

159.2 The system must be a NEC contract administration tool.

159.3 The system shall have the ability to manage the NEC4 Facilities Management Contract and other forms of NEC contract.

159.4 The system shall have the ability to manage Service Manager obligations and communications as per the NEC contractual timescales.

159.5 The system shall have information management protocols to ensure parties only see the information that is relevant to them.

159.6 The system shall comply with GDPR in cases where Personal Data is held

within it.

- 159.7 The system shall have escalation protocols within it.
- 159.8 The system shall have individual access that show personalised actions and their associated timelines.
- 159.9 The system shall provide a detailed audit-trail of actions and correspondence.
- 159.10 The system shall provide appropriate data to the Authority and Authority's CAFM System, as required, through an API or other agreed appropriate File Transfer Protocol Secure (FTPS) mechanism. This will enable reporting within the Authority reporting environment and enable the Authority and/or Integrator to build reports.
- 159.11 The system shall have the capability to handle OFFICIAL SENSITIVE information.
- 159.12 The system shall be web-based and accessible to Authority's Staff and contractors and must meet the Authority's accessibility requirements, including Web Content Accessibility Guidelines (WCAG) compliance.
- 159.13 The system shall have the flexibility to change the number of users throughout the course of the contract.
- 159.14 The system shall have multi-user capability, whereby more than one individual can access the same information at the same time.
- 159.15 The system shall have the ability to import data from a previous system and the ability to export data from the system to a new system, as required. The preferred solution shall be an Application Programming Interface (API).
- 159.16 The system must be compatible with Microsoft SharePoint.
- 159.17 The system shall be compliant with all ISO27001 requirements, with certification required.
- 159.18 The system shall be available at all times, all system downtimes shall be agreed in advance and any unexpected downtimes shall be handled promptly.
- 159.19 Costs for this provision shall be included within the Charges. The Authority does not expect this to exceed 250 licenses (approximately 150 Authority and 70 Supplier).

## 160 Service Q.2 – TFM CAFM Requirements

- 160.1 The following Standards apply to this Service – SQ2 and Annex K - Asset Management Statement of Requirements, Annex L -Management of Statutory Compliance, PPMs and Work Delivery and all Equipment Maintenance Strategies.
- 160.2 The Supplier shall provide the system and software required to deliver the Services for the Authority.
- 160.3 The Authority requires the Supplier to provide a CAFM that interfaces with an existing Authority CAFM System, currently provided by the Authority's

Integrator supplier. The Supplier shall be responsible for the provision of this interface (The required method for live transaction messages is Restful Application Programming Interface (API) for CAFM-to-CAFM Integration. Where another method of CAFM-to-CAFM Integration is proposed it should be no less frequent or performant). Costs for these Services should be included within the Supplier costs within the Charges.

- 160.4 The Supplier shall ensure that all data and information entered into and stored within the Supplier's CAFM is reflected in the Authority's CAFM System at all times. The Supplier shall have the capability to manage and operate this interface but must ensure that these two systems are aligned at all times.
- 160.5 The Authority will access and use data and reporting from the Authority's CAFM System. In the event the Authority requires access to the Supplier's CAFM and/or systems, the Supplier shall be responsible for the provision of all Authority licenses to allow read only access to all areas of the Supplier's CAFM System, including Asset data, PPM data, PPM instruction sets, engineer's notes/comments, costs, scheduled tasks, schedules of rates, reports/documents/editable task sheets etc.). Costs for this provision shall be included within the Charges . The Authority does not expect this to exceed 25 read-only licenses.
- 160.6 The Supplier shall ensure the Authority has full access to the live Supplier's CAFM System data (via the Authority's CAFM System and reporting platform) as required and the Supplier shall be responsible for ensuring that all data can be accessed electronically via the Authority's internal network i.e. a web based application which can be accessed via a web browser and the Authority's CAFM System.
- 160.7 In order to inform the build of the Supplier's CAFM System, during the Mobilisation Period the Authority, along with the Supplier, will agree the application of the Authority's:
- 160.7.1 Data dictionary (to be Appendix C to Annex H, provided during Mobilisation);
  - 160.7.2 Annex B - Service Matrix;
  - 160.7.3 Service hierarchy; and
  - 160.7.4 Supplier's CAFM configuration to support the agreed Authority's Work Order process.
- 160.8 The Supplier shall be responsible for ensuring the Supplier's CAFM, has the capability and functionality to interface and support the Authority's CAFM System to:
- 160.8.1 Ensure that all managerial quality monitoring, complaints, Assets, Planned, Remedial and Reactive Works are managed, executed and monitored;
  - 160.8.2 Enable live, near real-time reporting via the Authority's CAFM System, on levels of statutory compliance across all in-scope Services and



Authority Premises;

- 160.8.3 Ensure the availability of an Application Programming Interface (API) or File Transfer Protocol Secure (FTPS) for the systems data at all times to the Authority, or equivalent export facility with frequency agreed with the Authority;
- 160.8.4 To enable all feedback information associated with the Supplier's services and information relating to the completion of Service Orders to be promptly and accurately entered into the Supplier's CAFM System;
- 160.8.5 Provide the necessary resources to maintain, extend and continuously enhance both the quality and the depth of the information held in both the Supplier's CAFM and Authority's CAFM System, to the mutual benefit of both itself and the Authority are provided. This shall be in accordance with Annex K - Asset Management Statement of Requirements and shall include, but is not limited to:
- 160.8.5.1 The completeness and accuracy of the Asset data;
  - 160.8.5.2 The condition assessment of the Assets;
  - 160.8.5.3 The performance history and assessment of the Assets;
  - 160.8.5.4 The total costs of maintaining the Assets;
  - 160.8.5.5 The total costs of delivering the service; and
  - 160.8.5.6 Building information models.
- 160.9 The architecture of the Supplier's CAFM shall be developed jointly with the Authority during the Mobilisation Period, to effectively deliver the Services and interface with the Authority's CAFM System. This includes, but is not limited to, data dictionaries, work-breakdown / workflows structure, service hierarchy, Annex B – Service Matrix, Asset coding, hierarchy, minimum attributes, contractual pricing mechanisms, PPM structures, problem types and priority categories/types. The Authority will approve all such structures, dictionaries and coding prior to implementation.
- 160.10 The Supplier shall ensure all response and rectification periods, as set out in Annex E, required by the Authority (which are maintained within the Authority's CAFM System) are replicated in the Supplier's CAFM System. For avoidance of doubt, the Supplier should be maintaining and tracking all Service Order statuses to monitor works that are about to breach their SLA and/or KPI agreements. The Supplier's CAFM System shall have the capability to receive and produce automated alerts as Reactive or Planned Works that are about to breach their SLA and/or KPI agreements. The Authority's CAFM System will notify the Authority on Service Order SLA statuses.
- 160.11 The Authority's CAFM System has the capability to link duplicate Service Orders and parent and child Service Orders and track Service Orders through the various stages to completion. The Supplier's CAFM System shall also deliver this functionality with its interface into the Authority's CAFM

System.

- 160.12 All Asset parent and child relationships shall be codified and recorded within any data or information exchange from the Supplier and Authority's CAFM Systems. The Supplier's CAFM System shall also deliver this functionality and maintain these parent-child relationships with its interface into the Authority's CAFM System.
- 160.13 The Supplier's CAFM System shall capture all costs into separate fields including, but not limited to, direct labour, Subcontractor labour, consumables, materials and miscellaneous (e.g. OHP) costs.
- 160.14 The Supplier's CAFM System identifies costs where an Authority or NSR Schedule of Rates applies or has been adopted. The construct of how schedule of rates shall be applied within the Authority's CAFM System, and replicated within the Supplier's CAFM System, will be agreed during Mobilisation Period.
- 160.15 The Supplier's CAFM System shall provide the receipt and accessibility of all historical Service Order and Asset information, including historical documents from the Incumbent FM provider and Security supplier.
- 160.16 The Supplier's CAFM System has the capability of linking Remedial Works Service Order to the PPM Service Order that they originated from.
- 160.17 The Supplier's CAFM System has the capability of retrospectively (where necessary) adding the identified Asset ID to the Service Order where the Asset presenting the fault was not known at the time the Service Order was raised.
- 160.18 The Supplier and its CAFM will have the capability to continuously improve as required by the Authority.
- 160.19 There is an intention for the Authority's CAFM System to be a state model and the Supplier's CAFM System is expected to work to the Authority's workflow defined therein. However, the Supplier's CAFM System shall have the capability to work, in accordance with the Work Packages and supplementary documents, if the Authority's CAFM System remains a static model.
- 160.20 The Supplier's CAFM System shall have the capability to:
- 160.20.1 Record and report by each Authority Premises, location or region;
  - 160.20.2 Review work assigned to Supplier Staff, Subcontractors and others;
  - 160.20.3 Record and track the history of all work conducted work on specific Assets as required by the Authority;
  - 160.20.4 Track progress on logged activities, issue status updates (which are transferred into the Authority's CAFM System) and provide on-screen alerts;

- 160.20.5 Provide automated email notifications as may be required by the Authority;
- 160.20.6 Provide current and historical levels of statutory and contractual compliance across all Planned and Reactive activities across all Authority Premises, taking into consideration the structure/hierarchy of Assets;
- 160.20.7 Provide automatic associated hazard warnings, attached to Planned Works, for example asbestos alerts or confined space work;
- 160.20.8 Provide automatic alerts when Reactive or Remedial Works are identified against an Asset which has a valid warranty in place;
- 160.20.9 Allocate and schedule appointment dates and times with the Authority's Representatives within the Authority's Premises for Audits and inspections;
- 160.20.10 Provide online portal systems to facilitate automated online booking systems to enable the Authority's Representatives to schedule attendance for work related activities directly online. The portal shall be available to both the Authority and their supply chain as required;
- 160.20.11 Provide automated facilities for online invoicing, hard and soft charging processes and payment processes (that interface with the invoicing module and the Authority's CAFM System and adhere to the Work Order management and invoicing processes as defined by the Authority and the Authority's Integrator);
- 160.20.12 Provide clear and proactive management of KPI agreements;
- 160.20.13 Provide accurate data to support the reporting of management information and KPI performance measures to meet the requirements of the Authority and CCS to enable automated API reporting (note the Authority Integrator provides and collates reporting on behalf of the Authority across all the Authority's Supply Chain Members);
- 160.20.14 Provide transparency and agreement (with Authority sign off) on the application of KPIs (i.e. the formula the system is running) and ensure alignment with the Authority's CAFM System;
- 160.20.15 Retrospectively update reactive Service Orders with the details of the Asset at fault and the rectifications required to resolve the fault;
- 160.20.16 Automatically prioritise work and job escalation when appropriate;
- 160.20.17 Implement appropriate data tree structures to ensure simple management and retrieval of all facilities information;
- 160.20.18 Manage health and safety equipment Service Orders;
- 160.20.19 Individually reference all Assets and have the capability to identify Assets in four hierarchical structures to include service type, geographical location, NRM3 and Uniclass 2015;

- 160.20.20 Having the flexibility to allow these four (4) hierarchies to be cross-referenced at different levels to allow greater capability in identifying particular Assets, systems or sections of Services within any Authority Premises. The Supplier shall take into account the appropriate data security considerations of how this information is stored and be aware of the National Protective Security Authority (NPSA) guidance, in accordance with Contract Schedule 18: Security;
- 160.20.21 Identify all Assets which are scheduled for maintenance or require attention due to malfunction on job sheets and editable task sheets, using digital formats / forms wherever possible, with respect to type and accurate location;
- 160.20.22 Ensure that all Planned Preventative Maintenance and Reactive Maintenance activities are managed, executed, reported and monitored through the Authority's CAFM System;
- 160.20.23 Identify the relevant SFG20 regimes against all Assets;
- 160.20.24 Capture all greenhouse gas emission and carbon net zero related data as it applies to the Authority's Assets and systems and provision the data to the Authority;
- 160.20.25 Operate in a way that integrates data with the Authority's CAFM System (or their nominated representative), the CAFM System of an independent helpdesk and/or assurance service Supplier where appropriate;
- 160.20.26 Operate in a way that it enables the capture of third-party data where appropriate;
- 160.20.27 Interact with the Authority's CAFM System, an independent helpdesk, assurance and / or performance partner where appropriate. In such a situation, the Supplier shall be required to use the Authority's Master Data to report activities against;
- 160.20.28 Record data which shall be aligned with the Authority's Asset information requirements. This will be aligned with the service level and duties required under an SFG20 regime and/or requirements specified by the Authority in Annex K;
- 160.20.29 Produce, maintain and continually enhance/improve Master Asset Data in line with the Asset information requirements schedule as defined in Annex K - Asset Management Statement of Requirements. This shall be compiled primarily from the Asset validation surveys to be undertaken by the Supplier during the Mobilisation Period but also from the existing Asset Register, condition surveys, location surveys, schematic drawings, operating and maintenance manuals. The Supplier shall ensure that details from the Asset Register are entered into the Supplier's CAFM System at the Authority Premises;
- 160.20.30 Relevant compliance documentation shall be submitted within the required contractual timeframe to the Supplier's CAFM System and

transferred to the Authority's CAFM System via agreed integration method, which in turn will be automatically reviewed by the Authority's document scanning solution to validate the document;

- 160.20.31 Provide capability to manage the forward maintenance register including backlog of incomplete Reactive and Remedial Works; and
- 160.21 The Supplier shall work with the Authority to limit the requirement for further survey and Asset Verification in the event of the coming to an end of their Contract.
- 160.22 At the end of the Contract, the Supplier shall be responsible for ensuring that all information is quality checked to ensure full compliance with the Standards of a Construction Operations Building Information Exchange (COBie). Information shall be codified in line with SFG20, Uniclass 2015 and NRM3 for quality assurance purposes for completeness and accuracy.
- 160.23 The Supplier shall ensure that the Asset tracking functionality in the Supplier's CAFM System shall operate in line with the Asset information requirements of the Authority and have the capability to:
  - 160.23.1 Provide various forms of information relating to Assets including location, warranty, spares/parts and maintenance records – See Annex K - Asset Management Statement of Requirements;
  - 160.23.2 Construction Operation Building information Exchange (COBie) sheets;
  - 160.23.3 Building information models for new build and retrofit Projects. This shall include access to BIM object library where available;
  - 160.23.4 Provide logical grouping of Assets, in agreement with the Authority, for easy storage, retrieval and viewing codified in line with SFG20, NRM3 and Uniclass 2015;
  - 160.23.5 Provide the ability to record Planned and Reactive Maintenance information to enable full visibility of an Asset's service history and performance;
  - 160.23.6 Ensure future Planned and Reactive Maintenance requirements generate alerts at the appropriate time;
  - 160.23.7 Identify movement and tracking of Assets within existing or external systems;
  - 160.23.8 issue related Asset maintenance Service Orders to Authority Supply Chain Members via the Authority's CAFM System;
  - 160.23.9 Provide an export (and import) capability of Asset data to third party applications using industry standard tools, for example an Application Programming Interface (API) or through agreed File Transfer Protocol Secure (FTPS) to a suitable interoperable file format aligned to the information structure of COBie and the classification Standards of SFG20, NRM3 and Uniclass 2015;

- 160.23.10 Provide full Asset reporting for distribution to interested parties defined by the Authority (via the Authority's integrator's reporting platform);
- 160.23.11 Utilise the NRM3 and Uniclass 2015 standards to classify the information;
- 160.23.12 Provide a dynamic link to property related Planned Preventative Maintenance activities;
- 160.23.13 Provide storage and maintenance of hazardous related data, for example asbestos, and ensure data is available to the Authority and its supply chain where appropriate;
- 160.23.14 Track the condition of the Authority Premises including structure, fabric and mechanical elements;
- 160.23.15 Monitor building total Asset maintenance costs (including Reactive Works, Remedial Works and PPM costs), lifecycle costs and energy efficiency;
- 160.23.16 Provide status reports and updates on the level of statutory compliance at the Authority Premises; and
- 160.23.17 Provide an indexed repository, accessible to the Authority (and where appropriate their supply chain) for all Authority documents to include but not be limited to: CAD drawings, schematic drawings, photographs, BIM drawings, statutory certificates, technical reports and maintenance records in various formats to include 2D, 3D and scanned documents. See section 53, Building Information Modelling (BIM) and Government Soft Landings (GSL).
- 160.24 The Service/Work Order management functionality of the Supplier CAFM System shall have the ability to:
  - 160.24.1 Receive and/or send Service Order instructions via an API integration;
  - 160.24.2 Provide relevant status updates through the life cycle of a Service Order via an API integration;
  - 160.24.3 Provide identification of impacted Assets associated with Remedial Works and/or Reactive Works via an API integration;
  - 160.24.4 Identify where works can be delivered under an agreed schedule of rates;
  - 160.24.5 Link schedule of rates to the appropriate contractual rates agreed with the Authority and update schedule of rates in accordance with Contract Schedule 3: Pricing Details;
  - 160.24.6 Identify where works require a Quotation (to be approved by the authority in accordance with the Authority's delegated financial Approvals process – to be provided during the Mobilisation Period) prior to the commencement of delivery;

- 160.24.7 Provide all quoted costs broken down by direct labour, Subcontractor labour, materials, equipment, consumable costs, overhead and profit (where a schedule of rates does not exist, but can be subsequently added upon agreement between the parties) in a consistent format agreed with the Authority during Mobilisation Period;
- 160.24.8 Provide all actual costs broken down by direct labour, Subcontractor labour, materials, equipment, consumable costs, overhead and profit (where a schedule of rates does not exist, but can be subsequently added upon agreement between the parties) in a consistent format agreed with the Authority during Mobilisation Period;
- 160.24.9 Complete a Service Order to begin the financial processing of the Service Order actual costs, within a timeframe to be agreed during Mobilisation;
- 160.24.10 Provide documentary evidence to demonstrate completion of the work/task/activity including before and after photographs, certificates, reports s etc;
- 160.24.11 Respond to queries raised by the Authority within the Authority's CAFM System;
- 160.24.12 Maintain an audit trail of all correspondence;
- 160.24.13 Agree a data dictionary, including Work Order status', with the Authority during the Mobilisation Period to eliminate any status disconnects between the Supplier's CAFM System and the Authority's CAFM;
- 160.24.14 Link associated Service Order;
- 160.24.15 Configure parent / child Service Order, where agreed by the Authority;
- 160.24.16 Scheduled tasks (Planned) – within the core services;
- 160.24.17 Apply schedules of rates for Remedial Works and Reactive Works;
- 160.24.18 Provide quotes where schedules of rates do not exist and identify where a quoted cost could become an agreed rate to be incorporated in the schedules of rates;
- 160.24.19 Ensure all costs appear correctly in the Authority's CAFM System and show breakdown of costs for nil cost IRT inclusive works or PPM's;
- 160.24.20 The Supplier acknowledges that the Supplier and its CAFM is capable of applying the schedule of rates;
- 160.24.21 Dynamically schedule PPMs and other tasks in accordance with Annex L - Management of Statutory Compliance, PPMs and Work Delivery;
- 160.24.22 Manage workflow processes such as delays, Business Critical

Events, cancelled/aborted works, scheduled activities, quote Approvals and other processes, minimising the volume of Service Orders in any Service Order status that is the responsibility of the Supplier at all times;

- 160.25 The Asset management functionality shall have the capability to:
  - 160.25.1 Use industry standard BIM tools to detail, plan and manage space allocation;
  - 160.25.2 Utilise industry standard classification SFG20, Uniclass 2015 and NRM3 to map spaces, Assets and assign attributes; in line with the COBie structure;
  - 160.25.3 Ensure alignment with the Authority's Integrator to the Authority's target data model;
  - 160.25.4 Ensure easy movement and tracking of Assets within the Authority's CAFM System;
  - 160.25.5 Store all Authority Premises related documentation as required within the Supplier's CAFM System, for inclusion within the Authority Premises logbook, to include but not be limited to:
    - 160.25.5.1 Health and safety documentation;
    - 160.25.5.2 Written schemes of examination;
    - 160.25.5.3 Written schemes of control;
    - 160.25.5.4 Fire risk assessments;
    - 160.25.5.5 Electrical testing data;
    - 160.25.5.6 Asset data / registers;
    - 160.25.5.7 Asset condition data;
    - 160.25.5.8 Planned Preventative Maintenance schedules;
    - 160.25.5.9 Asbestos Management Plans;
    - 160.25.5.10 COSHH risk assessments;
    - 160.25.5.11 Energy performance / utility usage data;
    - 160.25.5.12 Audit reports;
    - 160.25.5.13 Asset data;
    - 160.25.5.14 Insurance inspection records;
    - 160.25.5.15 Water risk assessments;
    - 160.25.5.16 Emergency isolation and utility metering data;
    - 160.25.5.17 Security assignment instructions;
    - 160.25.5.18 Business Continuity and Disaster Recovery data; and
    - 160.25.5.19 Emergency out-of-hour contact details.
  - 160.25.6 Navigate the storage of Authority Premises contact information; and
  - 160.25.7 Generate property management reports.



- 160.26 The report functionality shall have the capability to:
- 160.26.1 Align with schedules on the Authority's Integrator reporting and provision appropriate data feeds to facilitate this;
  - 160.26.2 Report on the Supplier's helpdesk performance management;
  - 160.26.3 Report on levels of statutory compliance;
  - 160.26.4 Report on Asset performance and availability of Assets;
  - 160.26.5 Ensure financial reports are available for ad-hoc reporting or scheduled generation basis via the Authority's reporting platform;
  - 160.26.6 Automatically generate reports (to the Authority and the Integrator's data warehouse);
  - 160.26.7 Produce specific corporate reporting requirements;
  - 160.26.8 Analyse data;
  - 160.26.9 Provide extensive reports as standard;
  - 160.26.10 Provide measured performance benchmarking;
  - 160.26.11 Provide cost control and monitoring; and
  - 160.26.12 Provide details of spend for Planned and Reactive Maintenance expenditure against all Asset types and systems.
- 160.27 The Supplier shall ensure that that in line with best practice, the Supplier's CAFM System has its own Business Continuity and Disaster Recovery Plan in place to enable continuity of service without degradation. The Authority's CAFM System Business Continuity and Disaster Recovery Plan shall be provided during the Mobilisation Period.
- 160.28 At the end of the Service Period, or in the event of Termination of the Contract and for any reason, ownership of the Authority's Data (including data transformation and reporting) contained within the Supplier's CAFM System shall remain with the Authority.
- 160.29 Where the Supplier's CAFM System is not an appropriate systemised solution, the Supplier is expected to apply the same principles and requirements set out in this Work Package Q in terms of interface and data provision to the Authority and the Integrator.
- 160.30 The Supplier shall ensure they comply with all the principles and requirements as detailed in Annex H – System and Data Requirements.

## Work Package R: Helpdesk Services

### 161 Service R:1 – Helpdesk Services

- 161.1 The following Standards apply to this Service - SR1.
- 161.2 The Supplier acknowledges that the Authority currently has an Authority

Integrator Helpdesk. This is the main customer-facing helpdesk used for recording all FM, furniture and security related Reactive Works Orders (excluding PPM and Projects) for the Authority's Premises.

- 161.3 The Supplier's helpdesk will also be responsible for raising Remedial Work Order requests to resolve issues found that the Supplier finds through the course of carrying out Planned Preventative Maintenance Work.
- 161.4 During Mobilisation the detail required in a Remedial Works Order will be agreed with the Authority.
- 161.5 The Supplier shall be responsible for using the appropriate priority-application for the Remedial Work Order request which will be Audited by the Authority from time to time.
- 161.6 The Supplier acknowledges that the Authority shall rely upon the Work Order dates, times and updates that are reported from the Authority's CAFM System and helpdesk.
- 161.7 The Supplier shall provide a fully staffed, supervised helpdesk Service linked to the Supplier's CAFM System and the Authority's CAFM System for all FM related Work Orders and fault reporting applicable to the Services being delivered in this Contract, 24 hours per day 365 days per year. The Authority and the Supplier shall agree a reporting function in relation to the Supplier's helpdesk requirements during the Mobilisation Period.
- 161.8 The Supplier shall ensure that the helpdesk provides a single telephone phone line and point of contact for the Authority / Integrator.
- 161.9 The Supplier shall ensure that a separate and dedicated phone line is provided for lift entrapments.
- 161.10 The Supplier shall ensure continued Service Delivery for all Services under its control during the core service hours (as set out in Annex B – Service Matrix).
- 161.11 The Supplier's helpdesk shall accept Service Orders from the Authority Integrator and provide proactive updates to the Authority's CAFM System on these requests. The Supplier helpdesk shall only accept Service Orders from the Authority Integrator Helpdesk, via telephone, emails, CAFM System, text messages or web portals. It is not expected for Service Orders to be raised directly to the Supplier's helpdesk from Authority Staff, builder users or other suppliers.
- 161.12 Where the Supplier receives a request for a Service that is not in scope for this Contract, the Supplier shall reject this work request (refer to Work Order rejection process).
- 161.13 The Supplier shall be responsible for the issue of an acknowledgment within five (5) minutes of receipt of a Service Order instruction and shall issue an update to the Authority's CAFM System advising on the action to be taken within one (1) hour of the request being logged on the Supplier CAFM System

or upon request.

- 161.14 The Supplier shall be responsible for reviewing all Reactive Work Orders received from the Authority Integrator Helpdesk and/ or Authority CAFM System and shall ensure they are sent to the correct part of the Supplier's organisation and or Subcontractor network.
- 161.15 If for any reason the helpdesk response to a telephone request from the Authority's Integrator exceeds twenty (20) seconds before being answered by a helpdesk operator, then the caller shall be made aware of where they are in the queue, approximately how long they will be required to wait. If the request is for Business Critical Events, extreme incidents or major incidents and the call is not answered by the Supplier helpdesk, the Authority Integrator Helpdesk will contact the designated Supplier helpdesk immediately. The Supplier shall provide the designated Supplier helpdesk Management points of contact during Mobilisation Period. The Supplier shall adhere to the Authority's incident management process.
- 161.16 The Supplier shall ensure that the Service Order task is updated regularly and proactively regarding the status and progress of any open Service Order through each stage of the Process, including notifications of delays, closure or completion. This shall be direct into the Authority's CAFM System and / or via the Authority's Integrator Helpdesk. The Supplier acknowledges the updates required where the incident management process is initiated:
- 161.16.1 **Minor Incident** – Update every 6 hours until incident is de-escalated;
- 161.16.2 **Major Incident** – Update every 4 hours until incident is de-escalated; and
- 161.16.3 **Extreme Incident** – Update every 2 hours until incident is de-escalated.
- 161.17 The Supplier shall ensure that where a Service Order was not completed in accordance with the timeframes specified in the agreed KPI or SLA they reprioritise the Service Order and proactively manage the task to completion at the earliest opportunity or to the revised timeframes agreed with the Authority. The Supplier shall ensure that all revisions to timeframes are recorded on the Supplier's CAFM System and updated into the Authority's CAFM System (refer to Work Order Delay Process). Delays shall not be applied to Service Orders without the approval of the Authority.
- 161.18 The Supplier acknowledges that the Integrator shall record all instances where a Service Order failed to be completed within the agreed KPI. The Supplier shall proactively review this information to identify where changes or improvements can be made.
- 161.19 Where a Service Order relates to a specific Asset the Supplier's helpdesk team shall ensure that the Asset number is recorded in the Service

Order record.

- 161.20 The Supplier shall work with the Authority and Authority's Integrator to agree the helpdesk business continuity plan. The Integrator Helpdesk business continuity plan shall be provided during Mobilisation Period.
- 161.21 The Supplier shall:
- 161.21.1 Ensure that all necessary procedural and emergency contact information is kept up to date at all times within the Supplier's CAFM System and shared with the Authority as and when updates are made. Updates shall be sent to [admin.mkcl@dwp.gov.uk](mailto:admin.mkcl@dwp.gov.uk). The Supplier acknowledges that the Authority holds a "Estates master key contact list" and the Authority is responsible for providing this on a weekly basis to the Integrator;
  - 161.21.2 Make audio recordings of all telephone conversations for the purpose of monitoring and auditing helpdesk performance. The Supplier shall retain such recordings for 12 Months on a rolling programme;
  - 161.21.3 Provide appropriate Staff to ensure that the helpdesk can operate within the requested performance parameters as agreed between the Authority and the Supplier;
  - 161.21.4 Work collaboratively with the Authority Integrator Helpdesk team as well as other supply chain members helpdesks to ensure a joined-up approach to the delivery of services;
  - 161.21.5 Ensure that all Staff appointed to operate on the helpdesk are capable of handling all faults and in scope Service Orders, irrespective of the time of the day;
  - 161.21.6 Ensure that all Staff appointed to operate on the helpdesk can access and report the status of all Service Orders at any such time as requested by the Authority or Integrator;
  - 161.21.7 Provide all Staff appointed to operate on the helpdesk with documented training, including:
    - 161.21.7.1 Training on the Supplier's CAFM System and Authority's Integrator CAFM System package;
    - 161.21.7.2 Integrator Helpdesk;
    - 161.21.7.3 Customer Service skills;
    - 161.21.7.4 Service call management;
    - 161.21.7.5 Listening skills;
    - 161.21.7.6 Escalation procedures;
    - 161.21.7.7 Supplier site inductions;
    - 161.21.7.8 Knowledge of access and permit to work procedures, including those set out in Annex I – TASK Competency Passport

- Scheme;
- 161.21.8 Authority BCDR and emergency procedures; and
- 161.21.9 Training in respect of all operational areas of the Authority Premises.
- 161.22 Ensure that all Staff appointed to operate on the helpdesk have the appropriate security clearance to work on the Authority's account.

## Work Package S: Management of Billable Works

### 162 Service S:1 - Management of Billable Works; Projects, Installation Works and Reactive Maintenance Works, as defined at Contract Schedule 4: Service Order and Projects

#### **Billable Works**

- 162.1 The following Standards apply to this Service - SS1.
- 162.2 The Supplier shall comply with the requirements contained within Contract Schedule 4: Service Order and Projects and Standard SS1 when delivering all Billable Works on behalf of the Authority.
- 162.3 The Supplier shall be aware that the Authority has the option to deliver Billable Works outside of the Contract via alternative Authority appointed Suppliers, procured either directly by the Authority or via alternative CCS procurement solutions.
- 162.4 The Supplier shall be responsible for ensuring the resources required to successfully deliver and manage these Services are provided in accordance with the requirements of the Scope for Work Packages and Contract Schedule 4: Service Order and Projects.
- 162.5 These shall include but not be limited to:
- 162.5.1 Billable Works Management Staff; and
  - 162.5.2 Billable Works administrative support Staff.
- 162.6 Where the Authority has for whatever reason aborted works being managed by the Supplier via the Billable Works and Approval Process, the Supplier shall be permitted to recover Abortive Costs for reasonably and properly incurred costs, where parts/goods/services cannot be applied to a comparable Service Order, with supporting evidence, for the work undertaken prior to the Authority's decision to abort the works (refer to Contract Schedule 4: Service Order and Projects for detail on evidence to be provided). The Supplier shall be responsible for the provision of all data required to evidence their request for payment which shall be provided in writing to the Authority within five (5) Working Days of the occurrence. The Supplier shall ensure all details are recorded on the CAFM System. The Authority shall be the final arbiter on the level of repayment issued to the Supplier.
- 162.7 The Authority reserves the right to cancel works within forty-eight hours (48) notice of when works were planned without incurring any charges if no Supplier costs have been incurred. Any Abortive Costs will be managed as per 162.6 above.
- 162.8 The Supplier shall recognise the Authority's option to introduce specific Billable Work related KPI's as part of their performance management solution.

The Supplier shall be responsible for ensuring these are managed via the Authority's CAFM System in accordance with the requirements detailed within Contract Schedule 3: Pricing Details and Contract Schedule 6: Key Performance Indicators.

## **Projects, Installation Works and Reactive Maintenance Works**

### **Authority Projects and Life Cycle Works**

162.9 This document will form the basis of the scope of Services required for the planning, organisation, management and delivery of real estate Projects and programmes, either on single site/Project basis or as part of wider regional or national roll out programmes across multiple sites. These Services will be managed as per the Contract and Contract Schedule 4: Service Orders and Projects.

162.10 This Contract supports the management and operation of the Authority's Premises ('Estate') consisting of:

- A national network of Jobcentre Plus offices, which are similar in nature to a retail shop with 'over the counter' style service provision; and
- Regional Corporate Hub offices
- Call centres
- Assessment centres (for the delivery for health-related assessments for Work Capability Assessments (WCA) and Personal Independence Payment (PIP))
- Large Corporate Hubs
- Contact centres/service centres
- Shared occupancies

### **Description of the services and works**

162.11 The Authority's on-going strategic management of the estate will likely generate a regular pipeline of Projects and programmes which vary in scale and type but may generally consist of one or a combination of the following:

162.11.1 Reactive repair/maintenance works of sufficient scale and complexity to warrant classification as Projects;

162.11.2 Internal layout alterations, finishes, fit-out and associated MEP (mechanical, electrical and plumbing) works;

162.11.3 Furniture replacement Projects;

162.11.4 Replacement of floor, wall and ceiling finishes with associated MEP works;

162.11.5 Workplace adjustments, e.g. door automation, accessible WC installations;

162.11.6 Life Cycle Work Projects: to support the general up-keep of the Authority Premises, ensuring statutory compliance with safe and

effective places for Staff to work and customers to visit to receive the required high level of services from the Authority, e.g.;

- 162.11.6.1 Heating and ventilation system overhauls and/or replacements;
- 162.11.6.2 Sustainability and decarbonisation Projects, e.g. installation of LED lighting, installation of charging infrastructure for electric vehicles;
- 162.11.6.3 Window replacements;
- 162.11.6.4 Roofing works;
- 162.11.6.5 Internal and external redecoration;
- 162.11.6.6 Lift refurbishment and/or replacements;
- 162.11.6.7 Replacement and/or upgrade of life safe systems, e.g. fire detection and security systems;
- 162.11.7 Supplementary services to support the successful delivery of Projects by other Authority appointed Suppliers, e.g;
  - 162.11.7.1 Enabling works and making good repairs/BWIC (Builders Work In Conjunction) to support fit out projects and/or infrastructure installation works delivered by other suppliers;
  - 162.11.7.2 Furniture, equipment and people moves;
  - 162.11.7.3 Divestment and site clearance works to support the disposal and/or mothballing of Authority Premises;
  - 162.11.7.4 Dilapidations work linked to lease exit terms and conditions; and
  - 162.11.7.5 Supporting the practical Project Completion, handover and go-live stages of Projects to ensure new Assets are incorporated into PPM regimes and newly completed Projects are transitioned into live running/operations correctly and efficiently.

### **Packaging of the Work into Project Programmes**

- 162.12 The Authority may package individual work requirements into either standalone Projects on a single site or grouped into regional or national programmes of work. The approach will vary depending on the scope, scale complexity and value of the works and the decision on any packaging/bundling will be taken at the sole discretion of the Authority.
- 162.13 The Authority expects to award the majority of Projects and/or programmes to Suppliers under a separate commercial vehicle (Reference: 25368 DWP Fit Out, Refurbishment, minor works, Capex Projects and Life Cycle Works 2023 - distinct from this Contract ) and other appropriate alternative routes to market. It is anticipated and intended that Projects undertaken by the Supplier shall be relatively low in value and complexity,



however potentially at high volume.

- 162.14 Based on previous years, the average value of a LCW varies from between approximately £131,000 to £161,000 per Project. The average value of a BAU Project is broadly £50,000. Typically, an annual LCW and BAU programme will comprise of approximately 250 to 300 LCW and BAU Projects with these average values. This is for guide purpose only and does not guarantee future award of works.
- 162.15 The Supplier acknowledges and agrees that no guarantee is given by Authority in respect of volumes of individual work requirements, Projects or programmes for the duration of this contract, which is non-exclusive.
- 162.16 The Authority will decide at its sole discretion the volume, nature, scale and regularity of any Projects awarded to the Supplier. The Authority does not guarantee any volume, nature, scale and regularity of any Projects which may be awarded to the Supplier.

### **Pricing**

- 162.17 Work activities to be undertaken by the Supplier in undertaking Projects and programmes under the terms and conditions of this Contract will be supported by the Schedules of Rates in the Price List and as set out in Contract Schedule 4: Service Orders and Projects, para 4 Schedules of Rates. These Services will be managed as per Contract Schedule 4: Service Orders and Projects and Clause X27.

### **Resourcing**

- 162.18 The Supplier shall provide a dedicated programme management resource/function with national coverage to provide management and oversight of, and regular reporting on, all Projects being delivered by the Supplier, as part of its Key Account Management team.
- 162.19 This national lead will provide a single point of contact to the Authority for communication, reporting and escalations as required.

### **Project Initiation, Mobilisation and Delivery Methodology**

- 162.20 Where the Authority opts for the Supplier to deliver Projects during the Contract Term, the Supplier shall manage the Projects in accordance with the management principles within the RIBA Plan of Work 2020 (or subsequent updates).
- 162.21 If a RIBA Project is aborted by the Authority prior to Project Completion, if applicable, only the relevant Project Order Uplift will be applied up to the point at which it is aborted based on the agreed estimated cost of the Project.
- 162.22 The Supplier shall provide evidence of the resource allocation required to provide any Project at the time of Quotation and such associated costs must be agreed as acceptable by the Authority prior to any works which are

part of a Project commencing.

162.23 Projects will be initiated via the NEC contract administration tool (currently CEMAR) wherein the Authority will raise a Project Order to generate a new Project. This Project Order will be accompanied with a client user brief (CUB), which sets out the outline scope of the proposed works. The level of the information provided to the Supplier would typically constitute RIBA Stage 1 proposals.

162.24 Please refer to the following table for details on the full end to end project delivery process.

*Table 1 – Project Delivery Process*

Step	Action	Alignment to RIBA Plan of Work
1	The Authority raise a Project Order to the Supplier to generate a new Project via the Authority's Service Manager on contract administration platform. The CUB is issued to the Supplier.	RIBA Stage 0-1
2	The Supplier undertakes a scoping visit to ascertain the site conditions and any other pertinent information relevant to the scope of works outlined in the CUB to enable the Supplier to undertake pre-construction activities and prepare their Contractors Proposals	RIBA Stage 2-3
3	The Supplier will engage with the appointed Authority programme manager and professional services consultancy Suppliers at regular intervals	
4	<p>The Supplier develops a full contractor proposal and submits to Authority's Service Manager via the NEC contract administration tool. Contractors proposals shall contain the below information as a minimum.</p> <ul style="list-style-type: none"> <li>• Detailed scope of works</li> <li>• Detailed design proposals</li> <li>• Programme of Works</li> <li>• Fully developed tender cost aligned to the Schedule of Rates as per the Price List and as set out in Contract Schedule 4: Service Orders and Projects, para 4 Schedules of Rates and associated permitted abnormal cost items</li> <li>• A Construction Phase Plan</li> <li>• RAMS</li> </ul>	RIBA Stage 4

<b>5</b>	<p>Authority Service Manager share the Contractors Proposal with the appointed Authority programme manager who will undertake assurance activity.</p> <ul style="list-style-type: none"> <li>i. If amendments are required, the Authority programme manager will liaise with the Supplier to review the proposal and agree any amendments required and to arrange for revised Contractors Proposals to be submitted.</li> <li>ii. If no amendments are required, the relevant Authority programme manager will notify the Service Manager that Contractors Proposals are accepted.</li> </ul>	
<b>6</b>	<p>The Service Manager and programme managers confirm budget holder Approval of the accepted Contractors Proposal</p> <ul style="list-style-type: none"> <li>i. If rejected and amendments are required, the Authority programme manager will liaise with the Supplier to review the proposal and agree any amendments required and to arrange for revised contractor proposals to be submitted</li> <li>ii. If approved, the Service Manager raise a compensation event on the contract administration platform for the Supplier to deliver the Project, and the relevant Authority programme manager arranges for a purchase order to be raised</li> </ul>	
<b>7</b>	The Supplier mobilises their supply chain to deliver the project in accordance with the agreed Contractors Proposals.	RIBA Stage 5
<b>8</b>	The Project is completed and handed over in accordance with established Authority Project Completion and handover arrangements.	RIBA Stage 6
<b>9</b>	Payment arrangements as set out in Contract Schedule 3: Pricing Details and X27	RIBA Stage 7

162.25 For the avoidance of doubt, the Supplier shall be responsible for all design requirements associated with all facilities management activities (i.e. all PPM, Reactive Works and Remedial Works) unless instructed otherwise by the Authority.

162.26 The Supplier may be required to deliver a programme of work to clear the backlog of maintenance activities (PPMs, Reactive Works and Remedial Works) during the first 12 Months post *starting date*. See Annex T - Backlog

## Clearance Project Statement of Requirements.

### Working with Authority Supply Chain

- 162.27 The Supplier shall be expected to engage with the foregoing parties during the course of delivering Projects:
- 162.27.1 Programme Management Office – this will be provided via third party suppliers engaged directly by the Authority from its professional services supply chain network;
  - 162.27.2 Professional Services for Construction – the Authority shall via a Crown Commercial Service (CCS) framework or other commercial agreement, procure an approved list of consultants to provide various services (e.g. in the key disciplines of project management, cost management, design, CDM consultancy, etc.) on either a regional or national basis;
  - 162.27.3 Providers of interior fit-out and other construction works – this comprises of simple, low value, LCW fit-out Projects and more complex, higher value fit-out Projects that may be delivered by other suppliers via separate commercial agreements;
  - 162.27.4 The Authority intends to set up a supply chain network from a suitable framework for the delivery of capital Projects due to the irregular levels in volume and significant range in value of Projects and range of capital work types across its large estate portfolio; and
  - 162.27.5 Authority direct delivery partners –a number of directly engaged suppliers contracted to undertake specific elements of work relating to Projects, e.g. furniture, fixtures and equipment; people moves; supply and installation of fixed and loose furniture; security systems design and installations; fire safety systems design and installations.
- 162.28 In relation to Projects, the Authority may require the Supplier to act in the capacity of principal designer and/or principal contractor for the purposes of the CDM Regulations and the Dutyholder Regulations. In addition, the Authority would carry out a formal assessment and evaluation of the Supplier's capability to act as principal contractor and/or principal designer for all activities and in all geographical areas (capability may vary in regions requiring local arrangements to be made in certain situations). Once this assessment is complete, the Authority will confirm to the Supplier whether it intends to continue to use it as the principal contractor and/or principal designer for the purposes of CDM Regulations and Dutyholder Regulations for the relevant Project. If these roles are to be performed by Others, the

Authority shall notify the Supplier in writing.

## **GENERAL REQUIREMENTS**

### **The Authority Design Standards**

162.29 The Authority Design Standards as defined within these documents refer to the combination of the following:

- 162.29.1 Consolidated JPEG 14 10 2021;
- 162.29.2 Draft Design Standards v8.3;
- 162.29.3 The Design Guide consists of the following documents:
  - 162.29.3.1 Combined Assessment Centres Requirements - Design Standards v0.9.2;
  - 162.29.3.2 Inclusive-Design-Standards-March-2020-v1.0-OFFICIAL;
  - 162.29.3.3 Technical Standards V7.1\_20210709;
  - 162.29.3.4 Universal Credit Environment Guide;
  - 162.29.3.5 Greening Government Commitments 2021 – 2025;
- 162.29.4 DWP Sustainability Standards;
- 162.29.5 GPA Government Workplace Design Guide;
- 162.29.6 Interim Design Guide;
- 162.29.7 Digital Design Guides; and
- 162.29.8 Inclusivity Design guides.

## **163 General constraints on how the Supplier Provides the works: Site related matters**

### **General Preliminaries**

- 163.1 The Supplier shall note that works to be carried out within an occupied multi storey commercial property may be occupied during the works phase.
- 163.2 All necessary care and attention shall be made to seal off the working area and to works within the landlord's designated noise control measures.
- 163.3 The Supplier shall ensure there is a full-time project manager to be on-site at all times and to liaise with the Authority Professional Services supplier project manager / programme manager or site manager. The project manager shall also brief and co-ordinate all parts of the design and specification with all operative and Subcontractors for the full duration of the works.
- 163.4 The Supplier shall include for and provide and maintain all necessary scaffold, plant, skips, etc. as required for the proper and efficient execution of the works (Good Industry Practice).
- 163.5 All necessary protection, fencing, temporary works, and temporary supports, etc. shall be provided by the Supplier in compliance with current health and

safety legislation and good building practice.

- 163.6 All items contained within the Scope and Project Order specification shall include for removal and making good adjacent structures, finishes and surfaces disturbed during the works.
- 163.7 Works are to be scheduled in order to minimise disruption to the Authority Premises. The site manager shall keep the building managers informed as to work to be undertaken daily and organise works around existing operations.
- 163.8 Works are to be carried out in accordance with the specification of the Project and all associated drawings and documents.
- 163.9 It is the Supplier's responsibility to satisfy itself with any dimensions indicated on drawings and verify them on-site. No claims will be accepted where dimensions or areas have not been checked on-site.
- 163.10 It is the responsibility of the Supplier to ensure the site is left safe and secure at the end of each Working Day and the Supplier shall liaise with the building managers with regards securing the site.
- 163.11 It is the responsibility of the Supplier to ensure that the locations of the services/drainage indicated on the drawings are correct and that any discrepancies are notified to the Professional Services Supplier project manager and Authority programme manager.
- 163.12 The Supplier shall note that an area indicated on the Pre-Construction Information (PCI) as attached to the Project Order are to be used as a compound. The Supplier must ensure that this area is kept secure at all times and will be responsible for its reinstatement upon Project Completion.
- 163.13 The Supplier is to take a photographic schedule/ record of condition of all areas of the works including designated access routes, prior to starting any works on-site, for the purposes of creating a dilapidation record is to be forwarded to the Professional Services Supplier project manager and Authority programme manager with any existing Defects highlighted, to indemnify against liability for making good.
- 163.14 Where any damage arises to existing finishes in designated access routes the Supplier shall, at its own expense, repair affected finishes to the satisfaction of the Professional Services Supplier project manager and Authority programme manager.
- 163.15 A security specific risk assessment shall be carried out for the site and include fire extinguisher locations and fire evacuation details. Emergency out of hours contact details shall be made available to the Authority Integrator Helpdesk.
- 163.16 If the intruder alarm, fire detection or water systems need to be disconnected then a monitored wireless detection system shall be deployed instead for the duration of the works.
- 163.17 If any new Assets are installed/removed as part of any Project works the Supplier shall complete the Authority's standard Change Control Form as

part of the project handover process.

- 163.18 Throughout the Contract, the Supplier shall be responsible for procuring and maintaining (at its own cost) at all times all statutory and/or landlord licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the installation works.
- 163.19 In relation to licences which it is the Authority's responsibility to obtain, the Supplier (without taking the risk that such licences are not obtained, save to the extent that this is caused by the Supplier's failure to provide the support required by this Contract) shall provide such support as this Scope states the Supplier is to provide to the Authority in applying for and obtaining such licences.
- 163.20 The Supplier is required to have a permit to work system in place and provide to the Authority the appropriate access and reports to enable the Authority to Audit, monitor and report on the system's adherence to all process, procedures and controls. This shall be in accordance with supplementary document, Annex N - Permit to Work. The Supplier is required to adhere to the minimum standards defined in this document and ensure the Supplier's inputs into the system along with all supporting documentation is fully up to date and compliant to meet the required permissions prior to the relevant work commencing on-site.
- 163.21 The Supplier shall produce test certificates and records of commissioning to verify the successful working of any new or modified building services installations prior to practical Project Completion.
- 163.22 The Supplier shall submit prior to entering into works as required within the Project Order, a method statement indicating his proposals for site and security establishment for the works.
- 163.23 The Supplier shall be responsible for adequately protecting the works against damage arising from weather conditions, or other environmental conditions, which would have an adverse effect upon the works.
- 163.24 The Supplier shall be responsible for taking all necessary precautions and protecting existing structures, fabric and services, for making good any damage which does occur and for maintaining services while works are being undertaken.
- 163.25 The Supplier shall comply with the joint code of practice entitled "Fire Prevention on Construction Sites" and shall take all reasonable precautions to avoid the outbreak of fire particularly during the carrying out of work involving the use of naked flames. The Supplier shall ensure that persons working on-site are made aware and are continually reminded of the dangers involved in the accumulation of rubbish on the site. The Supplier shall comply with the relevant provisions of the Construction Phase Plan for the approval, control and supervision of all activities that may involve the use of naked flame and/or may cause a fire incident on-site.
- 163.26 The Supplier is to take all reasonable precautions to avoid the outbreak

of fire particularly in work involving the use of naked flames. Such work shall be examined at short intervals immediately following its completion. The Supplier must highlight to the Supplier Staff the dangers involved in the careless use of naked flame in proximity to combustible material, and the accumulation of rubbish on the site.

- 163.27 Burning on-site of materials arising from the works will not be permitted.

## 164 Management of the Works – General Requirements

- 164.1 The Supplier shall ensure the works are at all times carried out:
- 164.1.1 In an effective and efficient manner and in accordance with Good Industry Practice;
  - 164.1.2 In a manner that is not likely to be injurious to health and safety or to cause damage to property;
  - 164.1.3 In compliance with the law of the Contract.
  - 164.1.4 In compliance with the Supplier's method statements and quality plans;
  - 164.1.5 Minimise, so far as is reasonably practicable:
    - 164.1.5.1 Consumption of energy;
    - 164.1.5.2 Emissions of pollutants, harmful radiation, electromagnetic interference and chemicals which deplete the ozone layer;
    - 164.1.5.3 The use of noxious substances; and
    - 164.1.5.4 Consumption of products associated with the destruction of tropical rainforests or threatened animal species.
- 164.2 The Supplier is to provide all necessary management support personnel and facilities and on-site management and supervision. This may include, but is not limited to:
- 164.2.1 Project manager;
  - 164.2.2 Site manager;
  - 164.2.3 Quantity surveyor; and
  - 164.2.4 Principal designer.
- 164.3 Any costs associated with management/support fees are to be included in the contractor proposal and priced in accordance with the Contract rates.

## 165 Health and Safety

- 165.1 The Supplier shall allow in its rates for the cost of carrying out the works without risk to the health and safety of all persons working on the site or any person who may be affected by persons working on the site.
- 165.2 The Supplier shall assume appointment as the principal contractor for all



works and shall carry out all the duties of the principal contractor in accordance with the Construction Design and Management (CDM) Regulations and Dutyholder Regulations.

- 165.3 The Supplier shall further assume the role of principal designer under Projects or Service Orders awarded unless otherwise notified.
- 165.4 Where any part of the works requires the Supplier, or any Subcontractor to prepare a design for temporary works, the Supplier shall ensure that all relevant and necessary information is submitted in good time to the project manager and the principal designer to enable them to discharge their duties under the CDM Regulations and Dutyholder Regulations.
- 165.5 Without prejudice to its other obligations under this Contract and statute, the Supplier shall take such measures as are reasonably required to prevent the trespass onto the site of any unauthorised persons.
- 165.6 The Supplier shall promptly report to the Authority site professional services project manager and or Authority programme project manager any health and safety hazards. The Supplier is required to comply with the specific health and safety requirements as set out in the Contract, and in particular in respect of reporting and Audits.
- 165.7 The Supplier is deemed to have allowed for the cost of compliance with these standards.
- 165.8 The Supplier shall inform all persons working on-site of all health and safety hazards and the related safety measures required.
- 165.9 The Supplier shall report all near misses/incidents and accidents to the Authority site professional services project manager and or Authority programme project manager and these shall be recorded on the Authority's database.
- 165.10 The Supplier shall report all notifiable incidents and accidents to the appropriate public body as required by the Reporting of Injuries Diseases and Dangerous Occurrences Regulations and provide details of such reporting to the Authority site professional services project manager and or Authority programme project manager.
- 165.11 The Supplier shall provide the Authority with a report on accidents on-site or in connection with the works on a quarterly basis.
- 165.12 The Supplier shall take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 the law of the Contract and any approved codes of practice relating to health and safety, which may apply in the performance of the works.
- 165.13 The Supplier shall ensure that immediately upon arrival at a new site and/or working area all persons working or visiting site shall and report their presence on-site to the officer(s) responsible for the site security.
- 165.14 The Supplier shall ensure that all persons working or visiting site shall act at all times in accordance with the site security procedures as instructed

by the site security officer(s) or otherwise.

- 165.15 The Supplier shall ensure that all persons working or visiting site shall clearly display on them the security/identity passes provided to them by the site security officer(s) or otherwise at all times.
- 165.16 The Supplier shall carry out regular health and safety inspections to identify potential hazards and take immediate action as appropriate to prevent any incidents/accidents.
- 165.17 For notifiable Projects the Supplier shall display the Health and Safety Executive Form F10 on the site notice board.
- 165.18 The Supplier shall ensure that all persons working or visiting site shall review on a daily basis the site notice board on which relevant health and safety information is displayed, including without limitation:
- 165.18.1 The contact details of the persons responsible for health and safety on-site;
- 165.18.2 Contact details of the professional services project manager and or Authority programme project manager;
- 165.18.3 Contact details of the Supplier's and all Subcontractors' representatives including without limitation for contact during out of hours in the event of an emergency;
- 165.18.4 The applicable site security procedures in the event that no site security officer(s) are present on the site;
- 165.18.5 The emergency evacuation procedures, assembly points and emergency services contact details;
- 165.18.6 The details and location of the first aider and fire warden;
- 165.18.7 The purpose and location of the Asbestos Register;
- 165.18.8 Other asbestos related information in accordance with this section;
- 165.18.9 Fire alarm procedures and fire equipment;
- 165.18.10 Other site specific risk information:
- 165.19 The Supplier shall at all times:
- 165.19.1 Maintain a tidy and orderly site;
- 165.19.2 Store materials safely;
- 165.19.3 Maintain safe access for pedestrians to areas close to or affected by the works, including without limitation for persons with sight, hearing or other physical impairment, and elderly persons and children;
- 165.19.4 Have arrangements for the collection and disposal of waste materials and maintain appropriate records of such presented for review as instructed by the Authority site professional services project manager and or Authority programme project manager from time to time;

- 165.19.5 Ensure that all plant and equipment is fit for purpose and inspected as required by legislation and Good Industry Practice;
- 165.19.6 Notify the Authority site professional services project manager and or Authority programme project manager of its intention to carry out noisy, dusty or otherwise disruptive work during Operational Working Hours;
- 165.19.7 Ensure that no persons working on-site enter any restricted areas without the Authority site professional services project manager and or Authority programme project manager consent and the appropriate permit by the site security officer(s); and
- 165.19.8 Ensure that no persons working on-site release to other unauthorised persons any security permits, identity cards etc.
- 165.20 The Supplier shall not at any time:
  - 165.20.1 Commence or allow to commence work before suitable risk assessments and/or method statements have been submitted to and approved by the Authority site manager, professional services project manager and or Authority programme project manager in writing;
  - 165.20.2 Carry out or allow to be carried out work involving high risk activities or carried out in high-risk areas by persons acting alone;
  - 165.20.3 Bring or allow to be brought on to site chemicals or substances unless a COSHH assessment has been carried out and the Authority site professional services project manager and or Authority programme project manager has given its prior written consent;
  - 165.20.4 Carry out or allow to be carried out work on live electrical systems by persons who are not competent and appropriately trained and/or without the appropriate permits and authorisation;
  - 165.20.5 Leave or allow plant and equipment to be unattended and/or in a condition that may cause a risk to health and safety;
  - 165.20.6 Remove or override or allow to be removed or overridden any safety devices, locks etc; and
  - 165.20.7 Remove or allow to be removed from Authority Premises or other areas used to provide access to the Authority Premises without the Authority site manager / professional services project manager and or Authority programme project manager prior written Approval.

### **Construction Phase Plan**

- 165.21 With the issue of a Project Order, the Supplier shall take into account the information provided in the Pre-Construction Information (PCI) pack and expand its content to include its arrangements for the monitoring of compliance with all relevant statutory provisions, the health and safety of all the persons on-site and shall ensure that the information is made available to

all persons carrying out works on the site.

- 165.22 After the issue of a Project Order, and prior to carrying out any construction work on-site, the Supplier shall prepare the Construction Phase Health and Safety Plan in accordance with the specific relevant regulations contained within the CDM Regulations 2015 taking into account all the information previously detailed or incorporated in the Pre-Construction Information pack and any further information that becomes available or known to the Supplier.
- 165.23 The Supplier shall develop the Construction Phase Plan in sufficient detail to demonstrate to the Authority that it complies with the requirements of the CDM Regulations 2015. The plan must be submitted to the principal designer as instructed within the Project Order prior to the commencement of work on-site for review.

### **Health and Safety File**

- 165.24 The Supplier shall ensure at all times that copies of all relevant information required to keep the Health and Safety File updated by the principal designer (for CDM purposes) on a regular basis is submitted in adequate time and ensure that the Health and Safety File is completed on or before the Project Completion date so that the Authority can discharge its obligations under the CDM Regulations 2015.
- 165.25 Where the Supplier is the principal contractor, completion of a Project Order is subject to the submission by the Supplier to the principal designer of all the required information so that the Health and Safety File can be updated in compliance with the CDM Regulations 2015.

### **Asbestos**

- 165.26 When necessary, the Authority will instruct the Supplier to carry out asbestos surveys prior to the issue of a Project Order or as part of the Contractor's Proposals development.
- 165.27 The professional services project manager and or Authority programme project manager shall make such surveys available to the Supplier.
- 165.28 The Supplier shall make available to all persons working on-site all or parts of the report as may be necessary to ensure their health and safety at all times.
- 165.29 The following applies:
- 165.29.1 Specialist Suppliers approved by the Authority shall carry out all work in connection with asbestos removal and disposal;
  - 165.29.2 In the event that the Supplier becomes aware of the presence and/or the likely presence of any asbestos based materials the Supplier shall and shall procure that:
  - 165.29.3 All activities around the area stop immediately; and

- 165.29.4 The Authority site professional services project manager and or Authority programme project manager are notified immediately.
- 165.30 In the event that asbestos containing materials are discovered on-site but have not been disturbed the Supplier shall procure that:
- 165.30.1 A qualified analyst visits site to establish whether the materials are asbestos based; and if so
- 165.30.2 A qualified analyst carries out air tests to establish whether the area has been affected; and
- 165.30.3 It provides copies of the air test results to the Authority site professional services project manager and or Authority programme project manager to post on the site notice board(s);
- 165.31 In the event that asbestos containing materials are discovered on-site which have been disturbed and/or damaged the Supplier shall procure that a specialist Supplier properly licensed for asbestos removal and approved by the Authority site professional services project manager and or Authority programme project manager is immediately appointed to:
- 165.31.1 Undertake limited removal, sealing or encapsulation of such materials;
- 165.31.2 Carry out air tests to establish whether the area has been affected;
- 165.31.3 If the area has been affected, seal off the area and certify that it is contaminated;
- 165.31.4 If the area has been affected, carry out air tests in the surrounding areas to establish whether they are contaminated; and
- 165.31.5 In any event provide copies of the air results and details of the seal-off to the Authority site professional services project manager and or Authority programme project manager without prejudice to the generality of the Supplier's duties under this Contract and the law of the Contract. The Supplier shall comply with all current legislation relating to asbestos removal at all times.
- 165.32 The Supplier shall ensure that all persons working on-site whether employed directly by the Supplier or a Subcontractor are:
- 165.32.1 Aware of the purpose and location of the Asbestos Register;
- 165.32.2 Aware that they have at all times access to the Asbestos Register; and
- 165.32.3 Aware that they may contact the Authority site manager professional services project manager and Authority programme manager at all times for any queries or clarifications in relation to asbestos on-site;
- 165.33 The Supplier shall ensure that all persons working on-site that are likely to come into contact with asbestos containing materials have had asbestos

awareness training.

165.34 The Supplier shall ensure that the following is clearly displayed on-site notice boards situated in an accessible location near the entrance to every floor and is clearly visible to all persons working on that floor:

165.34.1 A notice indicating the location and/or likely location of asbestos containing materials; and

165.34.2 Floor plans taken from the Authority's asbestos survey reports indicating the location of asbestos containing materials.

## 166 Completion

### Handover Procedure

166.1 The following applies:

166.2 The Supplier shall give the Authority site manager professional services project manager and Authority programme manager ten (10) days or as notified within the Project Order, prior written notification of its request for a handover meeting;

166.3 The Supplier shall attend the handover meeting to enable the Authority site professional services project manager and or Authority programme project manager to establish whether the works have reached Project Completion to enable the Authority site professional services project manager and or Authority programme project manager to certify Project Completion by the issue of an appropriate certificate (a 'Completion Certificate') or to verify completion of a Project Order (as the case may be);

166.4 The Authority site professional services project manager and or Authority programme project manager shall notify the Authority of any handover meeting to allow the Authority, its Representatives and such others as the Authority deems appropriate to attend and may make such representations as they consider necessary;

166.5 During the handover meeting the Authority site professional services project manager and or Authority programme project manager shall inspect the site to establish whether the Supplier has carried out and completed the works in accordance with the Project Order;

166.6 Any outstanding items of work, snags or Defects which the Authority site professional services project manager and or Authority programme project manager consider, shall be corrected before the issue of a Project Completion Certificate and shall be notified to the Supplier in accordance with the Contract;

166.7 The Supplier shall promptly complete all outstanding items of work, snags and Defects notified as stated above and shall notify the Authority site professional services project manager and/ or Authority programme project manager in

writing that it requests a re-inspection;

- 166.8 Where appropriate the Authority site manager professional services project manager and Authority programme manager may with the Approval of the Authority issue a Project Completion Certificate notwithstanding the existence of snags or Defects which do not prejudice the convenient use of the works by the Authority's Staff and customers;
- 166.9 The Authority site professional services project manager and or Authority programme project manager shall not be obliged to certify Project Completion where any documents required to be submitted under this Contract by the Supplier have not been submitted including without limitation any as built drawings, operation and maintenance manuals and health and safety documents.

### 167 Work at Completion/Making Good Defects

- 167.1 The Supplier shall make good all damage to the works prior to Project Completion and shall remove all temporary markings, coverings and protective wrapping arising from the carrying out of the works unless otherwise instructed.

### 168 Operation and maintenance manuals

- 168.1 The Supplier shall provide the Authority site professional services project manager and or Authority programme project manager on or before Project Completion with the complete information for operating and maintaining the equipment contained in the works (an O&M manual).

### 169 Record documents and as Built Information

- 169.1 The Supplier shall provide to the Authority site professional services project manager and or Authority programme project manager at Project Completion, originals of all documents obtained by the Supplier pertaining to the performance of these obligations, including (for example) commissioning certificates, materials guarantees, test certificates etc. (see completion deliverables).
- 169.2 The Supplier shall, where requested, also make this information and documentation available to the Integrator and/or the Estates Programme Management Services supplier for storage on their systems on the Authority's behalf.

### 170 Defects

- 170.1 The Supplier shall use reasonable endeavours to achieve a Defect free building and will agree any remaining snag items to be completed post Project Completion with the Authority site professional services project manager and or Authority programme project manager due to the difficulty in arranging

access and services shutdowns when the building becomes operational.



## Work Package T: Optional Services

### 171 Service T1 – Integrator Services

- 171.1 The Supplier acknowledges that during the Service Period, the Authority's operating model may change in the future resulting in the need for the FM Supplier to provide some or all of the Services currently provided by the Integrator. This would be managed as a compensation event.
- 171.2 The current Integrator Scope of Services is provided in Annex V, however it includes, but is not limited to:
- 171.2.1 Helpdesk and Work Order management;
  - 171.2.2 Data and reporting; and
  - 171.2.3 Cost and financial anagement.



## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE  
**ANNEX A – STANDARDS**

## Introduction

This Annex sets out the characteristics of the Deliverables that the Supplier will be required to make available to the Authority under this Contract.

WORK PACKAGE A – CONTRACT MANAGEMENT		
Service Reference	Service Description	Service Standard
Service A1	Integration	SA1
Service A2	Health and Safety	SA2
Service A3	Management Services	SA3
Service A4	Service Delivery Plans	SA4
Service A5	Fire Safety	SA5
Service A6	Accessibility Services	SA6
Service A7	Risk Management	SA7
Service A8	Customer Satisfaction	SA8
Service A9	Reporting	SA9
Service A10	Performance Self-monitoring	SA10

Service A11	Business Continuity and Disaster Recovery ("BCDR") Plan	SA11
Service A12	Quality Management Systems	SA12
Service A13	Staff Management, Recruitment and Training	SA13
Service A14	Selection and Management of Subcontractors	SA14
Service A15	Compliance	SA15
Service A16	<i>Sustainability – NOT USED (Refer to Work Package D)</i>	SA16
Service A17	Social Value	SA17
Service A18	<i>Carbon Net Zero – NOT USED (Refer to Work Package D)</i>	SA18
Service A19	FM Role	SA19
Service A20	Governance	SA20
Service A21	Occupancy Assessments	SA21
Service A22	Systems and Data	SA22
WORK PACKAGE B – CONTRACT MOBILISATION		
Service Reference	Service Description	Service Standard
Service B1	Contract Mobilisation	SB1

WORK PACKAGE C – SOCIAL VALUE		
Service Reference	Service Description	Service Standard
Service C1	Social Value	SC1
WORK PACKAGE D – Sustainability		
Service Reference	Service Description	Service Standard
Service D1	Sustainability Management Plan	SD1
Service D2	Carbon Net Zero	SD2
Service D3	Energy Management	SD3
Service D4	Water Management	SD4
Service D5	Waste Management	SD5
Service D6	Environmental Management	SD6
Service D7	Biodiversity	SD7
Service D8	Climate Change Resilience and Adaptation	SD8
WORK PACKAGE E – MAINTENANCE SERVICES		
Service Reference	Service Description	Service Standard

Service E	Generic Requirements	N/A
Service E1	Mechanical and electrical engineering maintenance	SE1
Service E2	Ventilation and air conditioning systems maintenance	SE2
Service E3	Environmental cleaning service	SE3

Service E4	Fire detection and firefighting systems maintenance	SE4
Service E5	Lifts, hoists and conveyance systems maintenance	SE5
Service E6	Security, access and intruder systems maintenance	SE6
Service E7	Internal and external building fabric maintenance	SE7
Service E8	Reactive maintenance services	SE8
Service E9	Planned / group re-lamping services	SE9
Service E10	Automated barrier control systems maintenance	SE10
Service E11	Building management system (BMS) maintenance	SE11
Service E12	Standby power system maintenance	SE12
Service E13	High voltage ("HV") and switchgear maintenance	SE13

Service E14	Catering equipment maintenance	SE14
Service E15	Audio-visual (AV") equipment maintenance	SE15
Service E16	Television cabling maintenance	SE16
Service E17	Mail room equipment maintenance	SE17
Service E18	Office machinery servicing and maintenance	SE18
Service E19	Voice announcement system maintenance	SE19
Service E20	Locksmith services	SE20

Service E21	Specialist maintenance services	SE21
Service E22	Multi-Skilled Technicians	SE22

#### WORK PACKAGE F – STATUTORY OBLIGATIONS

Service Reference	Service Description	Service Standard
Service F	Generic requirements	N/A
Service F1	Asbestos management	SF1
Service F2	Water hygiene maintenance	SF2



Service F3	Statutory inspections	SF3
Service F4	Portable appliance testing ("PAT")	SF4
Service F5	Miscellaneous surveys, audits and testing services	SF5
Service F6	Condition surveys	SF6
Service F7	Electrical testing	SF7
Service F8	Fire risk assessments	SF8
Service F9	Building information modelling and Government soft landings	SF9
Service F10	Display energy certificates ("DECs")	SF10
Service F11	Energy performance certificates ("EPCs")	SF11

Service F12	Radon testing services	SF12
Service F13	Permit to Work	SF13
WORK PACKAGE G – LANDSCAPING SERVICES		
Service Reference	Service Description	Service Standard
Service G1	Hard landscaping services	SG1



Service G2	Soft landscaping services	SG2
Service G3	Tree surgery (arboriculture)	SG3
Service G4	Planned snow and ice clearance	SG4
Service G5	Reactive snow and ice clearance	SG5
Service G6	Reservoirs, ponds, river walls and water feature maintenance	SG6
Service G7	<i>Internal planting – NOT REQUIRED</i>	SG7
Service G8	<i>Cut flowers and Christmas trees – NOT REQUIRED</i>	SG8
WORK PACKAGE H – CATERING SERVICES		
Service Reference	Service Description	Service Standard
Service H	Generic requirements	N/A
Service H1	Chilled potable water	SH1
Service H2	<i>Retail services / Convenience store – NOT REQUIRED</i>	SH2
Service H3	Deli / Coffee bar	SH3
Service H4	Events and functions	SH4

Service H5	Full service restaurant	SH5
Service H6	Hospitality and meetings	SH6
Service H7	<i>Outside catering – NOT REQUIRED</i>	<i>SH7</i>
Service H8	<i>Trolley service – NOT REQUIRED</i>	<i>SH8</i>
Service H9	Vending services (food and beverages)	SH9
Service H10	<i>Residential Catering Services – NOT REQUIRED</i>	<i>SH10</i>
<b>WORK PACKAGE I – CLEANING SERVICES</b>		
Service Reference	Service Description	Service Standard
Service I	Generic requirements	N/A
Service I1	Routine cleaning services	SI1
Service I2	<i>Infection control / Touchpoint cleaning services - NOT REQUIRED</i>	<i>SI2</i>
Service I3	Cleaning of integral barrier mats	SI3
Service I4	Mobile cleaning services	SI4
Service I5	Deep cleaning (periodic) services	SI5
Service I6	Cleaning of external areas	SI6

Service I7	Window cleaning (internal)	SI7
Service I8	Window cleaning (external)	SI8
Service I9	Cleaning of communications and equipment rooms	SI9
Service I10	Reactive cleaning (outside cleaning operational hours)	SI10
Service I11	<i>Housekeeping services – NOT REQUIRED</i>	<i>SI11</i>
Service I12	<i>IT equipment cleaning – NOT REQUIRED</i>	<i>SI12</i>
Service I13	<i>Specialist cleaning – NOT REQUIRED</i>	<i>SI13</i>
Service I14	Cleaning of curtains and window blinds	SI14
Service I15	<i>Medical and clinical cleaning – NOT REQUIRED</i>	<i>SI15</i>
Service I16	Pest control services	SI16
Service I17	<i>Linen and laundry services – NOT REQUIRED</i>	<i>SI17</i>
Service I18	<i>Hotel services – NOT REQUIRED</i>	<i>SI18</i>
WORK PACKAGE J – WORKPLACE FM SERVICES		
Service Reference	Service Description	Service Standard

Service J1	Mail services	SJ1
Service J2	Internal messenger service	SJ2
Service J3	<i>Courier booking and distribution service – NOT REQUIRED</i>	SJ3

Service J4	Repairperson services – NOT REQUIRED	SJ4
Service J5	Move and space management (internal moves)	SJ5
Service J6	Porterage	SJ6
Service J7	Clocks	SJ7
Service J8	Signage	SJ8
Service J9	Archiving (on-site) – NOT REQUIRED	SJ9
Service J10	Furniture management	SJ10
Service J11	Space management	SJ11
Service J12	Cable management	SJ12
Service J13	Reprographics service – NOT REQUIRED	SJ13
Service J14	Stores and goods management service – NOT REQUIRED	SJ14
Service J15	Portable washroom solutions	SJ15
Service J16	Additional support services	SJ16
WORK PACKAGE K – VISITOR SUPPORT SERVICES – NOT USED		
Service Reference	Service Description	Service Standard



WORK PACKAGE L – SECURITY SERVICES		
Service Reference	Service Description	Service Standard
Service L1	Design, Supply, Install, Commission and Maintenance of Technical Security Systems	SL1
Service L2	Technical Security Systems - False Alarm Management (FAM) & Police Unique Reference Number (URN) Management	SL2
Service L3	Planned Preventative Maintenance (PPM) delivered by Onsite attendance or Remote Routine Inspection	SL3
Service L4	Technical Security System Remedial Maintenance following an On-site or Remote PPM	SL4
Service L5	Technical Security System Reactive Maintenance Services	SL5
Service L6	Technical Security System – Video Surveillance System (VSS) / Body Worn Camera (BWC) Evidence Retrieval	SL6
Service L7	Technical Security System - Data Protection Act Information (DPA) Request – Data Redaction Service	SL7
Service L8	Technical Security System Quotations	SL8
Service L9	Technical Security Systems Software Maintenance and Updates	SL9
Service L10	Technical Security System Maintenance and the Security Control Centre (SCC)	SL10
Service L11	Technical Security System Maintenance and the Guarding Services	SL11

WORK PACKAGE M – WASTE SERVICES		
Service Reference	Service Description	Service Standard
Service M1	On-Site / Mobile classified waste shredding service	SM1
Service M2	Off-Site / Mobile classified waste shredding service	SM2
Service M3	General waste	SM3
Service M4	Recycled waste and waste for re-use	SM4
Service M5	Hazardous waste	SM5
Service M6	<i>Specialist waste destruction services – NOT REQUIRED</i>	SM6
Service M7	<i>Clinical waste – NOT REQUIRED</i>	SM7
Service M8	Feminine hygiene waste	SM8
WORK PACKAGE N – MISCELLANEOUS FM SERVICES		
Service Reference	Service Description	Service Standard
Service N1	<i>Childcare facility – NOT REQUIRED</i>	SN1
Service N2	<i>Sports and leisure – NOT REQUIRED</i>	SN2

Service N3	Transport, driver and vehicle service NOT REQUIRED	SN3
Service N4	First aid and medical service	SN4
Service N5	Flag flying service	SN5
Service N6	Journal, magazine and newspaper supply – NOT REQUIRED	SN6
Service N7	Hairdressing services – NOT REQUIRED	SN7
Service N8	Footwear cobbling services – NOT REQUIRED	SN8
Service N9	Provision of chaplaincy support services – NOT REQUIRED	SN9

Service N10	Housing and residential accommodation management – NOT REQUIRED	SN10
Service N11	Energy and utilities management bureau services – NOT REQUIRED	SN11
Service N12	Janitor services – NOT REQUIRED	SN12
Service N13	Specialist Health FM services – NOT REQUIRED	SN13

**WORK PACKAGE O – SPECIALIST (DEFENCE) FM SERVICES – NOT REQUIRED**

Service Reference	Service Description	Service Standard
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**Work Package P – OCCUPANCY AND PROPERTY MANAGEMENT SERVICES – NOT REQUIRED**



WORK PACKAGE S – MANAGEMENT OF BILLABLE WORKS		
Service Reference	Service Description	Service Standard
Service S1	Management of billable works, projects, installation works and reactive maintenance works	SS1
Service Reference	Service Description	Service Standard
WORK PACKAGE Q – CAFM SERVICES		
Service Reference	Service Description	Service Standard
Service Q1	<i>Soft FM CAFM Services – NOT REQUIRED</i>	N/A
Service Q1	NEC Contract Administration Tool	SQ1
Service Q2	TFM CAFM Services	SQ2
WORK PACKAGE R – HELPDESK SERVICES		
Service Reference	Service Description	Service Standard
Service R1	Helpdesk Services	SR1

#### **ANNEX A: FM SERVICE STANDARDS**

#### **WORK PACKAGE A – CONTRACT MANAGEMENT**

<b>Service A1</b>	<b>SA1: Integration</b>
Standard	<ul style="list-style-type: none"><li>• The Supplier shall provide an innovative and professional FM Service that recognises and implements advances in technology, operational efficiencies, workforce synergies and operational improvements that will deliver improved performance and value for money for the Authority. These innovations should not require commercial instruction or a cost to the Authority above those identified in the Charges.</li><li>• The Supplier shall adhere to Government Facilities Management Standard FMS001.</li></ul>
<b>Service A2</b>	<b>SA2: Health and Safety</b>

Legislation, ACoP or similar industry or Government guidelines	<div><div></div><div>The Supplier shall be compliant with Annex C (Legislative Standards) including:<ul style="list-style-type: none"><li>○ Legislative Standards; ○ UK Legislation; ○ BS/ISO/EN Standards; ○ Guidance Notes / Codes of Practice; and ○ Building Regulations (England &amp; Wales only).</li><li>○ Building (Scotland) Regulations ○ The Building Standards Handbook (non domestic) 2022</li></ul></div></div>
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Standard	<ul style="list-style-type: none"><li>□ As a minimum, the Supplier shall produce and comply with the following documents:<ul style="list-style-type: none"><li>• A live forward maintenance register (see Annex K, Asset Management Statement of Requirements, section 7) including full details of the asset, condition rating, repair/replacement required, the recommended year of replacement (RYR) and the replacement cost;</li><li>• Planned and preventative maintenance schedule;</li><li>• Accident/Incident reports (RIDDOR);</li><li>• Fire evacuation drill reports;</li></ul></li></ul>
	<ul style="list-style-type: none"><li>□ Statutory inspection reports, assessments and reviews;</li><li>□ Risk assessment reports and reviews;</li><li>□ Compliance certificates;</li><li>□ Security incident reports;</li><li>□ Disability discrimination assessments and reports;</li><li>□ Method statements for meeting the Authority's requirements;</li></ul>

	<ul style="list-style-type: none"><li>❑ Health and safety policies and procedures; and</li><li>❑ Scope and Services objectives</li><li>❑ Competency Management Passport</li><li>❑ Create and maintain a live risk profile matrix for overdue PPMs, Remedials and Reactive Work Orders which outlines mitigation measures to proactively manage both compliance and health and safety risk including details of due dates assets out of service.</li><li>❑ Annual occupancy assessments with a detailed risk assessment of building usage and hybrid working impacts which includes a proactive recommendation procedure to manage associated changes in building occupancy or usage within individual floors</li></ul>
	<ul style="list-style-type: none"><li>❑ The Supplier shall at all times ensure that:</li><li>❑ The operation of the Authority Premises and delivery of the Services are undertaken in compliance with all applicable UK legislation and Good Industry Practice requirements;</li><li>❑ It provides any training required by the procedures and statutory provisions in respect of all staff and Sub-Contractors (whether Authority or Supplier staff) at the Authority Premises as well as in emergency response and security procedures;</li></ul>

	<div><div><div><div><div></div><div>It produces detailed procedures for a variety of emergency situations in conjunction with Authority. These procedures shall be continually updated and reviewed as circumstances demand and at least annually;</div></div></div><div><div><div></div><div>It develops and maintains fire and emergency procedures, systems, equipment and staff training in order to produce a safe environment for the designated site and its users. Systems will be unobtrusive where possible to assist in creating a positive building atmosphere for all users;</div></div></div><div><div><div></div><div>It shall carry out actions associated with implementation of the procedures routinely as well as in the event of any fire or other emergencies on-site;</div></div></div><div><div><div></div><div>It programmes and implements Health and Safety inspections of the Authority Premises quarterly, and provides evidence of the inspection output, (see “Example Quarterly H&amp;S Survey”)<sup>1</sup> to the Authority’s Representative. This shall be included in the Charges and be undertaken on each of the</div></div></div></div></div>
	Authority Premises included in the Service Matrix;

<sup>1</sup> Document has been provided in the Data Room

- It undertakes a monthly review of all accidents occurring at the Authority Premises whether relating to the Supplier's or Authority's staff using the Authority Premises or to the Supplier's delivery of Services. The report will detail the cause of each incident and any remedial actions required to prevent reoccurrence, together with timescales for implementation, all accidents and reporting should follow the Authority's incident management procedure, clearly informing the relevant stakeholders within a timely manner. All information pertaining to reported or unreported accidents should be shared with the Authority monthly;
- A real-time and reportable notification and risk management process to address positive legionella samples with a clearly defined and traceable corrective actions including work order details of the required remedial/reactive works to address positive samples;
- It reviews all policies and associated documentation on a regular basis and at least annually and provide evidence of such on request by the Authority;
- It complies with all health and safety obligations including at all the Authority's Properties which are occupied under leasehold arrangements;
- It shall at all times provide and maintain the first aid kits and other safety equipment and all related consumables issued to and used by Supplier staff on the Authority Premises; and
- It provides the required numbers of staff with an appropriate first aid responder qualification and

	<p>training for emergency responses in accordance with health and safety legislation, as required by legislation and risk assessment (as a minimum) and any Authority's specific requirements.</p> <ul style="list-style-type: none"> <li>• The Supplier shall be accredited to a Health &amp; Safety Management system such as ISO45001 (but not limited to) or similar</li> <li>• They have appropriate number of first aid and CPR trained Personnel in accordance with the Health and Safety (First Aid Regulations) 1981 <ul style="list-style-type: none"> <li>○ The Supplier shall provide a professional advisory service on all matters relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments</li> <li>○ The Supplier is required to provide an appropriately qualified health and safety expertise who is either a Chartered Member of the Institution of Occupational Safety and Health (CMIOSH) or hold a level 6 or higher qualification in Occupational Health &amp; Safety or equivalent.</li> <li>○ The Supplier's incident, accident and dangerous occurrences investigation shall be carried out in accordance with HSG245, Investigating Accidents and Incidents.</li> <li>○ The Supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation, RIDDOR – Reporting of Injuries, Disease and Dangerous Occurrences Regulations 2013. The Supplier shall be responsible for ensuring that the Authority is notified immediately in writing</li> </ul> </li> </ul>
<b>Service A3</b>	<b>SA3: Management Services</b>



Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>□ The Supplier shall have ISO 9001:2015 Quality Management accreditation.</li> <li>□ Schedule 9 - Continuous Improvement.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>□ The Supplier shall manage the Contract in accordance with the Staff and processes as detailed in the Service Delivery Plans as agreed with the Authority.</li> <li>□ The Supplier shall manage the customer satisfaction, complaint and key performance indicator measurement processes to ensure agreed performance standards are fully met.</li> <li>□ The Supplier shall produce and issue the agreed management reports and attend meetings as requested by the Authority to maintain the agreed contractual performance standards.</li> <li>□ Develop, maintain and communicate to the Authority appropriate working practices, policies, procedures and methods to ensure that the Services are supplied in accordance with FM Service Standards. The Supplier shall follow such FM Service Standards at all times.</li> <li>□ Comply with all the Authority's procedures and Security Policies, e.g. Baseline Security Measures and Response Level Security Measures Policy, and act upon the instructions of the Authority should there be a change in the threat assessment and response level (response level has the meaning given to it at SL10 of Annex A - Standards) associated with the Authority Premises.</li> </ul>

Service A4	SA4: Service Delivery Plans
Standard	<ul style="list-style-type: none"> <li>• Contract Schedule 7: Mobilisation Services.</li> <li>• As a minimum, the Supplier shall provide the SDPs set out in Service A4 of the Contract Management Work Package.</li> <li>• In use and occupied space shall be maintained to appropriate Standards which are deemed 'fit for function' by type (i.e. office).</li> <li>• Vacant space shall be maintained to appropriate Standards (e.g. mothballing &amp; re-commissioning, as BESA SFG 30).</li> <li>• Asset Management System - alignment with ISO 55000 and DWP's asset management value drivers.</li> <li>• PPM Delivery - Compliance with technical standards, application of SFG20, PPM scheduling, PPM delivery.</li> <li>• A single common data environment are for hosting building information models and any associated current state and achieved geometry in line with PAS1192:3;</li> </ul>
Service A5	SA5: Fire Safety

Legislation, ACoP or similar industry	<ul style="list-style-type: none"> <li>• Fire Safety Regulations, Regulatory Reform (Fire Safety) Order 2005.</li> <li>• Fire (Scotland) Act 2005</li> </ul>
or Government guidelines	<ul style="list-style-type: none"> <li>• BS 7989:2001 Specification for re-circulatory filtration fume cupboards. Maintenance, testing and examination of local exhaust ventilation.</li> <li>• BS 5306/3:2017 Fire Extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers.</li> <li>• BS/EN 16750:2017 Fixed firefighting systems. Oxygen reduction systems. Design, installation, planning and maintenance.</li> <li>• BS 5839-1:2017 Fire detection and fire alarm system for buildings. Code of practice for design, installation and commissioning and maintenance of systems in non-domestic premises</li> <li>• BS 5266-1 Code of Practice for emergency lighting of premises.</li> <li>• BS9990-2015 Standard for the design, installation, testing and maintenance of dry risers.</li> <li>• BS7345 – 8 maintenance of smoke ventilation systems.</li> <li>• BSEN 12845 Fixed firefighting systems and automatic sprinkler systems</li> <li>• The Fire &amp; Safety Act 2021</li> <li>• The Regulatory Reform (Fire Safety) Order 2025</li> </ul>

Standard	<ul style="list-style-type: none"> <li>• The Supplier shall provide professional and technical fire related advice to the Authority upon request.</li> <li>• The Supplier shall provide a professional advisory service on all matters relating to The Fire Safety Act 2021 and The Regulatory Reform (Fire Safety) Order 2005 for each Authority Premises, as required by the</li> </ul>
	Authority.
<b>Service A6</b>	<b>SA6: Accessibility Services</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The Equality Act 2010.</li> <li>• Approved Documents in England, and equivalent guidance in the devolved nations.</li> <li>• BS 8300 Design of an accessible and inclusive built environment Building Regulations in England or equivalent documents in the devolved nations</li> </ul>
Standard	<p>□ The Supplier shall provide professional advice on accessibility, occupational health, disability and safety advice to meet the requirements of the Authority.</p>
<b>Service A7</b>	<b>SA7: Risk Management</b>

Legislation, ACoP or similar industry or Government guidelines	<p>□ ISO 31000: Risk Management where requested by the Authority.</p>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall produce and maintain a risk register to include contract, maintenance operational service, service continuity, supplier management and staffing risks.</li> <li>• The Supplier shall produce and comply with all risk assessments pertaining to all Services undertaken at the designated Authority Premises. This includes risk assessments and statutory compliance</li> </ul>
	<p>required by or produced by third parties such as the Authority's Landlords.</p> <p>□ The Supplier shall produce and maintain, in liaison with the forward maintenance requirements ( Annex K), a risk register of asset condition and performance related risks across the Authority's Premises.</p>
<b>Service A8</b>	<b>SA8: Customer Satisfaction</b>

Standard	<ul style="list-style-type: none"> <li>• Schedule 9 - Continuous Improvement.</li> <li>• The Supplier shall develop the customer satisfaction process with the Authority and shall deliver it in accordance with the specific Authority requirements as defined in line with the agreed Service Delivery Plan.</li> <li>• The Supplier shall deliver a complaints management process, which manage and maintain the Authority's customer satisfaction targets.</li> <li>• The Supplier shall participate and respond where appropriate to Authority or third-party customer satisfaction outputs (e.g. net promoter score) upon request from the Authority.</li> </ul>
<b>Service A9</b>	<b>SA9: Reporting</b>
Standard	<ul style="list-style-type: none"> <li>□ The Supplier's CAFM system will be configured and maintained to accurately capture all elements of service provision to facilitate the production of the Management Information reporting requirements as requested by the Authority. This shall include providing the requisite data to enable reporting to be completed by the Authority's Integrator Supplier.</li> </ul>



	<ul style="list-style-type: none"><li>• The Supplier shall be responsible for the provision of all interfaces between their own and third-party CAFM systems to facilitate the real-time transfer of data.</li><li>• The Authority's data contained within the Supplier's CAFM system shall be able to be uploaded to the Authority's CAFM system, currently provided by the Integrator.</li><li>• The Supplier shall develop the format standard and frequency of reporting with the Authority and the Integrator and shall deliver it in accordance with the specific Authority requirements in line with the agreed Service Delivery Plans.</li><li>• Integrated reporting – interface as appropriate for real time reporting</li><li>• The Supplier will be provided with access to the Integrated reporting appropriate to its Services</li><li>• Integrated reporting will constitute a single version of the truth for performance measurement</li><li>• Reporting to be replicated in the Integrator platform for the Authority consumption, all applicable underlying data to enable this must be provisioned to the Authority Integrator Supplier through appropriate interface</li></ul>
<b>Service A10</b>	<b>SA10: Performance Self-Monitoring</b>

Legislation, ACoP	□ ISO 9001:2015 Quality Management System.
or similar industry or Government guidelines	
Standard	<ul style="list-style-type: none"> <li>• The Supplier will deliver services and manage performance in line with the agreed performance measures of this contract.</li> <li>• The Supplier will manage performance using their own internal performance management systems and processes which shall align with the Authority's internal performance monitoring and auditing regimes as agreed within the Service Delivery Plan (SDP).</li> <li>• The Supplier acknowledge that the Authority Integrator Supplier CAFM system shall be used for performance reporting.</li> <li>• The Supplier shall provide a system to manage, control and record and report on the delivery of all Services provided as part the Contract.</li> <li>• The Supplier shall also provide a support service available twenty-four (24) hours per day for the Authority to request the deployment of the Supplier to rectify any non-provision of Service(s) embraced by the scope of the Contract and within specified response times.</li> <li>• The Supplier will develop and agree with the Authority the management reporting regimes for recording statutory compliance, performance against social value targets and balanced scorecard returns.</li> </ul>



Service A11	SA11: Business Continuity and Disaster Recovery Plans
Legislation, ACoP or similar industry	<input type="checkbox"/> Schedule 23 - Business Continuity and Disaster Recovery.
or Government guidelines	<input type="checkbox"/> Centre for the Protection of the National Infrastructure (CPNI).  <input type="checkbox"/> BS 25999: Business Continuity Management.  <input type="checkbox"/> ISO/IEC 27000:2016 Information technology–Security techniques–Information security management systems–Overarching vocabulary (fourth edition).  <input type="checkbox"/> ISO/IEC 27001:2013 Information technology–Security techniques–Information security management systems–Requirements (second edition).  <input type="checkbox"/> ISO/IEC 27002:2013 Information technology–Security techniques–Information security management systems–Security controls (second edition).  <input type="checkbox"/> ISO/IEC 27003:2017 Information technology–Security techniques–Information security management systems–Guidance.  <input type="checkbox"/> ISO/IEC 27005:2011 Information technology–Security techniques–Information security Risk Management (second edition).

	<ul style="list-style-type: none"> <li>□ ISO/IEC 27014:2013 Information technology-Security techniques-Governance for Information security.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>□ The Supplier shall conform to the Authority's Business Continuity and Disaster Recovery (BCDR) Plan (see "A: Contract Management-5-Example BC &amp; DR Plans")<sup>2</sup> dealing with recovery from accident and</li> </ul>

	<p>emergency situations and shall participate fully in the Authority's Business Continuity and Disaster Recovery planning for each business unit and as described in the relevant BCDR Plan.</p> <ul style="list-style-type: none"> <li>• The Supplier's CAFM System shall be able to provide and support any business continuity scenario without any degradation in performance.</li> <li>• The Supplier will have its own Business Continuity and Disaster Recovery (BCDR) contingency plan in place to enable continuity of their Services without degradation.</li> <li>• The Supplier's CAFM System facilities will have its own Business Continuity and Disaster Recovery contingency plan in place to enable continuity of the Services without degradation.</li> </ul>
<b>Service A12</b>	<b>SA12: Quality Management System</b>

<sup>2</sup> Document has been provided in the Data Room

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>The Supplier shall hold and maintain valid ISO 9001, ISO 14001, ISO 27001 and Cyber Essentials accreditation or equivalent at all times during the Service Period.</li> <li>The Supplier shall either have in place ISO 55001 or a plan to achieve ISO55001 or apply the principles of ISO55001 to this Contract.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>The Supplier shall create a quality management plan in accordance with the ISO 9001 Quality Accreditation, which shall include a proposed methodology for maintaining ISO 9001 accreditation, and its related systems. The plan shall be in place prior to the Starting Date.</li> <li>Where requested by the Authority the Suppliers quality management systems shall be accredited by</li> </ul>
	the UK Accreditation Service (UKAS)
<b>Service A13</b>	<b>SA13: Staff Management, Recruitment and Training</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>Public Procurement Note (PPN) 14/15: Supporting apprenticeships and skills through public procurement.</li> <li>Public Procurement Note (PPN) 02/23: Tackling Modern Slavery in Government Supply Chains</li> </ul>



Standard	<ul style="list-style-type: none"> <li>• The Supplier shall manage and deliver the Services in line with the staffing profiles agreed with the Authority within the Service Delivery Plan.</li> <li>• Where the Authority has nominated management roles and/or positions as key roles on the Contract, the Supplier shall ensure their recruitment and business continuity processes comply with Authority's requirements as defined within the Service Delivery Plan.</li> <li>• The Supplier shall provide any training required by the procedures and statutory provisions in respect of all staff (whether Authority or Supplier Staff) at the Authority Premises as well as in emergency response and security procedures.</li> <li>• Annex I - Competency Passport Management</li> </ul>
<b>Service A14</b>	<b>SA14: Selection and Management of Subcontractors</b>
Standard	<p>□ The Supplier is responsible for ensuring all appointed Subcontractors have been appointed in accordance with the Contract, that provides the Authority's Premises with the right level of capacity, competency and value for money to deliver all works within the Services.</p>

- The Supplier will not appoint 'internal suppliers' which benefits their own Parent Company insourcing policies. All suppliers, including internal suppliers, all need to go through a formal procurement process and evidence of evaluation and selection decisions and outcomes shared with the Authority in advance of approval decisions being made.
  - The Supplier is responsible for ensuring that all appointed Subcontractors are eligible to work in the UK.
  - The Supplier is responsible for ensuring that all appointed Subcontractors possess the appropriate accreditations, qualifications, and skills.
  - The Supplier is responsible for ensuring that all appointed Subcontractors comply with all standards on quality, health and safety and environmental and legislative requirements.
  - The Supplier is responsible for ensuring that all appointed Subcontractors possess the appropriate levels of security clearances to enable access into the Authority Premises.
  - The Supplier shall ensure, prior to commencing any Services, that all Supplier Staff are subject to as a minimum the Government's Baseline Personnel Security Standard ("BPSS") security clearance
- For Supplier Staff engaged with and/or delivering Security Systems Services, all Security System
- installers, all engineers and any Subcontractors must have BS7858 clearance.

	<ul style="list-style-type: none"> <li>• The Supplier is responsible for ensuring that all Subcontractor performance is managed and reported via use of the KPI/SPI, customer satisfaction and complaints management processes.</li> <li>• The Supplier is responsible for the audit of Subcontractor training and competency management and provide the output to the Authority's representative. The Supplier shall provide tangible evidence when requested by the Authority.</li> <li>• Security System Contractors and all Sub-Contractors shall be certified by a United Kingdom Accreditation Service (UKAS) accredited certification body in accordance with the provisions of the NPCC Requirements for Security Systems (NACOSS/NSI or SSAIB) and all of the Authority's security screening requirements; and</li> <li>• Annex I - Competency Passport Management.</li> </ul>
<b>Service A15</b>	<b>SA15: Compliance</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ All compliance related standards and processes administered by the Supplier must clearly evidence that they have considered and include existing legislation, standards &amp; government guidelines. The Supplier must report during the Mobilisation Period, any processes, policy or procedures which do not meet the Authority's requirements. The Supplier is responsible to continually review and update their standards and processes to address any emerging changes in legislation, standards or government guidelines which affects compliance across the entire Authority's Premises and scope of services and notify the Authority of</p>



such changes.

- ISO9001 Quality Management System; ○ BS

ISO 37301:2021; ○ CIBSE Guide M; ○ SFG20; and

- The Health and Safety at Work etc. Act 1974.

- Areas of compliance include but are not limited to:

- Statutory laws; ○ Regulatory laws; ○ National and International Standards; ○ Approved Codes of Practice (ACOPs); ○ HSE guidance notes; ○ Manufacturer's Instructions; ○ UK HM Government policies (including Devolved Administrations);



	<ul style="list-style-type: none"><li>○ Sector specific requirements (e.g. Health Technical Memorandums); ○ Lease requirements; ○ Warranty requirements;</li><li>○ Building Research Establishment Environmental Assessment Methodology (BREEAM) in-use or similar assessment;</li><li>○ HM Government's standard property reporting service, currently known as Property Information Mapping Service (EPIMS), or its successor system;</li><li>○ Authority specific requirements;</li></ul> <ul style="list-style-type: none"><li>○ National Police Chiefs Council (NPCC) Security Systems Policy;</li><li>○ Requirements of Police Scotland's Alarm Systems Policy;</li><li>○ PD6662 Scheme for the application of European standards for intrusion and hold-up alarm systems;</li><li>○ CCTV planned preventative maintenance activities must be as detailed with the planned maintenance requirements or in compliance with NCP 104 or similar equivalent code of practice;</li></ul>
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	<ul style="list-style-type: none"><li>○ Door Access Control planned preventative maintenance activities must be as detailed with the planned maintenance requirements or in compliance with NCP 109 or similar equivalent code of practice;</li></ul>
	<ul style="list-style-type: none"><li>○ The Security Systems maintainer must be a AMAG Symmetry Value Added Reseller or must be able to demonstrate that the Supplier will become a AMAG Symmetry Value Added Reseller. If the security systems maintainer intends to sub-contract the AMAG Symmetry system maintenance, full details of the sub-contract arrangement and the Subcontractors compliance with the AMAG Symmetry Value Added Reseller program. As well as any other Legacy security systems the supplier must be able to demonstrate they can fully support the legacy AEGIS Systems used for access control and site Open/Close; and-</li><li>○ The Security System maintainer must be recognised by all UK Police Forces for the issue and maintenance of Police URN's.</li></ul>

Standard	<div><div>□</div><div>The Supplier is responsible for ensuring that statutory compliance to ensure a safe working environment across all Authority Premises.</div><div>□</div><div>The Supplier shall ensure:<div><div>○ They operate, manage and maintain a robust and effective compliance management process, providing the requisite data to the Authority’s CAFM system (currently managed by the Authority’s Integrator Supplier);</div><div>○ That a compliance management plan is developed and implemented covering all in-scope Services; and</div><div>○ That statutory compliance is maintained at all times as it applies to all in-scope Services across all</div></div></div></div>
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	<p>Authority's Premises; and</p> <ul style="list-style-type: none"><li>○ That a programme of planned and random internal and external inspections and audits are delivered across Authority Premises and that these are recorded and reported within the Supplier and Authority CAFM system; ○ That all compliance performance data is available in</li></ul> <p>“real-time” to the Authority; and</p> <ul style="list-style-type: none"><li>○ That compliance performance processes are in place, effective at all times, and that Authority Staff have full awareness of their responsibilities to maintain the required levels of compliance across Authority Premises.</li></ul> <p>□ The Supplier is responsible for ensuring all Authority requirements are captured as required within their compliance management plan and Service Delivery Plan.</p> <p>□ The Supplier shall provide assistance and information to the Authority and be responsible for arranging access to any Supplier held documentation as required for any independent audits organised by the Authority at the Authority Premises upon request. These may include: ○ National Audit Office; ○ Specialist staff inspections including medical or logistics; ○ Security Industry Authority;</p>
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	<ul style="list-style-type: none"> <li>○ Environmental Health inspection; ○ Trading Standards inspection; ○ All Statutory legislative inspections; ○ Site inspections and compliance inspections and audits; ○ Parliamentary enquiries and questions; and ○ Freedom of information requests.</li> </ul> <p>□ The Supplier shall comply with the requirements of the Office for Government Property (OGP) for example: FM Services standard and FM Asset data standard, as developed by the Facilities management (FM) strategy programme team for inclusion into the Government Functional Standard GovS004 where required by the Authority.</p>
<b>Service A16</b>	<b>SA16: Sustainability (Not Used – Refer To Work Package D)</b>
<b>Service A17</b>	<b>SA17: Social Value</b>

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The Public Services (Social Value) Act 2012.</li> <li>• The Well-being of Future Generations (Wales) Act 2015;</li> </ul>
	<ul style="list-style-type: none"> <li>• The Equality Act 2010;</li> <li>• The Outsourcing Playbook;</li> <li>• Procurement Policy Note (PPN) 06/20;</li> <li>• Procurement Policy Note (PPN) 02/23;</li> <li>• Procurement Policy Note (PPN) 01/21 (NI); and</li> <li>• Procurement Reform (Scotland) Act 2014.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• As a minimum, the Supplier shall ensure full compliance with their own policies, procedures and principles, as published within their Corporate Social Responsibility policy where appropriate and be responsible for ensuring they embed these within the Contract.</li> <li>• The Supplier shall note the PPN applies to procurements covered by the Public Contracts Regulations 2015, and applies to all Central HM Government Departments, their Executive Agencies and Non Departmental Public Bodies.</li> </ul>

<b>Service A18</b>	<b>SA18: Carbon Net Zero (NOT USED – Refer To Work Package D)</b>
<b>Service A19</b>	<b>SA19: FM Role</b>
	<ul style="list-style-type: none"> <li>• The Supplier shall manage and deliver the Services in line with the staffing profiles agreed with the Authority within the Service Delivery Plans.</li> <li>• The Supplier shall provide any training required in the Scope.</li> <li>• IOSH Managing Safely or equivalent</li> </ul>
<b>Service A20</b>	<b>SA20: Governance</b>
Standard	<ul style="list-style-type: none"> <li>• Schedule 15 – Governance</li> <li>• The Supplier is required to adhere to the Authority's Governance Framework, as set out in Schedule 15 – Governance. The Framework outlines the forums the Supplier is required to attend. The Framework includes an agreed terms of reference, attendance, purpose, frequency, inputs, outputs, benefits and escalation channel.</li> </ul>
<b>Service A21</b>	<b>SA21: Occupancy Assessments</b>

Standard	<ul style="list-style-type: none"> <li>• Regulation 10 of the Workplace, (Health Safety and Welfare) Regulations 1992</li> <li>• Fire Risk Assessments</li> <li>• Building Regulations</li> </ul>
<b>Service A22</b>	<b>SA22: Systems &amp; Data</b>
Standard	<ul style="list-style-type: none"> <li>□ All Suppliers are required to adhere to the standards and procedures as prescribed by DWP Digital, these include but are not limited to the following</li> <li>□ Non-functional requirements</li> <li>□ Accessibility / WCAG 2.1 AA</li> <li>□ Data protection impact assessment (part 1, and part 2 if appropriate)</li> <li>□ Dynatrace</li> <li>□ Single Sign On (include trusted partner status)</li> <li>□ Service wrap</li> <li>□ Enterprise Security Risk Management</li> <li>□ Digital Design Authority Advisory</li> <li>□ No time sensitivity</li> <li>□ First level of risk management.</li> </ul>



Standard	<input type="checkbox"/> The Supplier will manage Mobilisation of the Contract in line with requirements set out in Contract Schedule 7: Mobilisation Services.
Legislation, ACoP or similar industry or Government guidelines	<input type="checkbox"/> Information Security: ISO/IEC 27001:2022 or successor <input type="checkbox"/> Business Continuity: ISO/IEC 22301:2019 or successor <input type="checkbox"/> Cyber Essentials Plus Certification <input type="checkbox"/> SaaS services should be compliant to NCSC's Cloud Security Principles
<b>WORK PACKAGE B – MOBILISATION (Refer to Schedule 7)</b>	
<b>General Requirements</b>	

## WORK PACKAGE C – SOCIAL VALUE

### General Requirements

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The Public Services (Social Value) Act 2012.</li> <li>• The Well-being of Future Generations (Wales) Act 2015;</li> <li>• The Equality Act 2010;</li> <li>• The Outsourcing Playbook;</li> <li>• Procurement Policy Note (PPN) 06/20;</li> <li>• Procurement Policy Note (PPN) 02/23;</li> <li>• Procurement Policy Note (PPN) 01/21 (NI); and <input type="checkbox"/> Procurement Reform (Scotland) Act 2014.</li> </ul>
Standard	<input type="checkbox"/> The Supplier will develop and agree social value objectives and will produce a social value plan and report on performance in accordance with the requirements set out within the Contract.

## WORK PACKAGE D – SUSTAINABILITY (D1 to D8)

### General Requirements

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• ISO 14001: Environmental Management System</li> <li>• ISO 14064 / PAS 2050 &amp; 2060</li> <li>• BREEAM</li> <li>• Streamlined Energy &amp; Carbon Reporting (SECR) Regulations 2018</li> <li>• Paris Climate Agreement</li> <li>• Climate Change Act – Net Zero by 2050</li> <li>• 25 Year Environment Plan</li> <li>• The Greening Government Commitments</li> <li>• Government Buying Standards</li> <li>• All data required for integrated reporting to be provisioned to the Authority Integrator Supplier in appropriate digitised format (APL, FTPS or other as appropriate)</li> </ul>
Standard	<p>□ The Supplier will develop and agree a sustainability management plan incorporating all the requirements outlined above with the Authority.</p>

## WORK PACKAGE E - MAINTENANCE SERVICES

### General Requirements

<p>Legislation, ACoP or similar industry or Government guidelines</p>	<ul style="list-style-type: none"> <li>• BS8544 2013 Life Cycle Costing;</li> <li>• RICS New Rules for Measurement Part 3 for Maintenance (NRM3);</li> <li>• HVCA Standard Maintenance Specification, Vol's I – V;</li> <li>• C.I.B.S.E guidelines;</li> <li>• SFG20 Maintenance Schedules (published with the consent and support of B&amp;ES Publications);</li> <li>• Building Research Establishment Conservation Support Unit guidance;</li> <li>• BSRIA guidance;</li> <li>• BS 7671.2008 (2011);</li> <li>• Regulatory Reform (Fire Safety) Order 2005;</li> <li>• S.I. 1989 No 635, the Electricity at Work Regulations;</li> <li>• Environmental Cleaning Specification (1063);</li> <li>• PAS 5274 – The Specification for the Planning, Application &amp; Measurement of Cleanliness Services in Hospitals / The National Specification for Cleanliness in NHS / The Revised Healthcare Cleaning Manual;</li> <li>• FMS 1/97, Guidance and the Standard Specification for Ventilation Hygiene;</li> <li>• Environment Systems Specification (1005), Statutory Test and Inspections Specification (1100);</li> </ul>
	<p>□ Mechanical and Electrical Specification (1027);</p>

- PD5454:2012;
- Asbestos ACOP L143;
- Waste and Resources Action Programme (WRAP) guidance on Resource Management and Mobile Asset Management Planning;
- PAS 2050-1:2012;
- Royal Institute of Chartered Surveyors New Rules for Measurement Part 3 for Maintenance (NRM3);
- Heating and Ventilation Contractors' Association Standard Maintenance Specification, Volumes I – V;
- Chartered Institution of Building Services Engineers' guidelines;
- Building Services Research and Information Association guidance;
- Government's Timber Procurement Policy;
- Institute of Baths and Recreation Management (IBRM);
- Pool Water Treatment Advisory Group (PWTAG);

	<ul style="list-style-type: none"><li>□ Swimming Pool and Allied Trades Association (SPATA);</li><li>□ Institute of Swimming Pool Engineers;</li><li>□ The Health and Safety (Safety Signs and Signals) Regulations 1996;</li></ul>
	<ul style="list-style-type: none"><li>□ PAS;</li><li>□ BS5499-1:1990;</li><li>□ BS5499-4:2000; and</li><li>□ The Traffic Signs Regulations and General Directions (TSRGD) 2002.</li><li>□ Uniclass 2015 and 2022</li><li>□ ISO 55000:2014, Asset Management – Overview, principles and terminology</li><li>□ ISO 55001:2014, Asset Management – Management Systems – Requirements</li><li>□ ISO 55002:2018, Asset Management – Management Systems – Guidelines for the application of ISO 55001</li></ul>

Standard	<ul style="list-style-type: none"> <li>• The General Requirements for Maintenance Services shall apply.</li> <li>• There are many regulations that apply to the work within the maintenance and service industry and which may be detailed in this section. It should be noted that no piece of legislation stands alone as they all interact with each other. They stipulate the <i>minimum</i> Standards for safe working but also have absolute requirements in respect of particular areas of the legislation. All Supplier Staff involved with the Works concerned must always ensure that the associated regulations are fully understood and adhered to.</li> <li>• The Supplier shall be responsible for: <ul style="list-style-type: none"> <li>○ The provision of a safe and comfortable environment for all Authority users through the provision of a complete building and Asset maintenance management Service for the Authority Premises (see supplementary document Annex K, Asset Management Statement of Requirements;</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ The provision of preventative, cyclical and Reactive Maintenance to the Authority Premises to ensure that the Assets provide full operational functionality at all times (see supplementary document Annex L, Management of Statutory Compliance, PPMs and Work Delivery);</li> <li>○ Provision and maintaining of master Asset data for all assets, kept regularly updated and continuously improved in accordance with Annex K, Asset Management Statement of Requirements to enable the effective performance of Planned Preventative Maintenance (PPM) and for also undertaking full condition/ remaining life surveys on all built Assets (in scope);</li> </ul>

- Ensuring that buildings and associated engineering Services and external works shall be sound and operationally safe;
- Ensuring that the Asset's condition remains commensurate with age and life cycle replacement date;
- Ensuring that maintainable Assets, including non-fixed plant and equipment, within the Authority's properties and identified from the Asset list and condition survey, are maintained to the required '*fit for function*' performance level, in accordance with the Authority's Equipment Maintenance Strategies (Annex U) and compliant with all statutory/legal and mandatory obligations;
- Ensuring that the maintenance regime is required to suit the built environment (for in use and also mothballing of vacated facilities) taking due regard for the manufacturers and installers recommendations;
- Meeting Reactive Maintenance responsiveness requirements - see Annex E, Service Delivery



	<p>Response and Rectification Times;</p> <ul style="list-style-type: none"><li>○ Provision of a fully comprehensive Asset register including condition surveys, criticality assessment and compliance to an Asset Management System that is compliant with ISO 55000, ISO 55001 and ISO 55002 to include all plant, equipment and fabric assets. The Asset register is to be regularly updated to allow for any additions and /or forward maintenance plans - identifying short, medium and long-term maintenance. Proactive maintenance shall include periodic management inspections of Authority Premises (e.g. plant tours, inspections/monitoring);</li><li>○ Ensuring the management and administration levels to be appropriate to the specific Service Requirements; and</li><li>○ Tailoring the Service to appropriately maintain the relevant Assets to suit the defined functional use of the built environment over the required period of interest (to fulfil technical, commercial and environmental agendas).</li></ul> <p>□</p> <p>All statutory requirements and safety practices shall be adhered to in respect to the method of completing the task and the requirements of the specific Acts, Regulations, British Standards and Guidance Notes currently in force and applicable.</p>
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Prior to carrying out tasks within this section, site specific risk assessments shall be produced to enable the effective management of risk and compliance with Annex P, Management of CDM for Facilities Management. Where the site specific risk assessment or Annex Q, Risk Assessments for FM Activities deem it necessary, method statements will also be required. Some tasks due to their nature will require

	<p>permits and a method statement as a matter of course. This will ensure a safe system of working has been adopted before work commences. See Annex N - Permit to Work. Always ensure that the correct Personal Protective Equipment (PPE) is made available and worn and that an asbestos register is checked before works are carried out. The Supplier should also be made aware of the Authority Premises hazard and emergency procedures which can be found in documents “Contract Management 1 – 7”<sup>3</sup></p> <p><b><u>Buildings and Asset Maintenance:</u></b></p> <ul style="list-style-type: none"><li>• All PPM tasks must be delivered in accordance with SFG20 standards, Authority bespoke PPMs and applicable Equipment Maintenance Strategy documents unless agreed otherwise with the Authority. Valid certificates and or reports must clearly demonstrate and evidence delivery of all PPM Tasks specified for each PPM type.</li><li>• The Supplier shall deliver a buildings and Asset maintenance management Service that meets the requirements in Annex E, Service Delivery Response and Rectification Times:</li><li>• The Supplier shall deliver a building, installations and Asset maintenance Service that meets, but is not limited, to the following requirements: <ul style="list-style-type: none"><li>○ Annex K, Asset Management Statement of Requirements.</li><li>○ Annex L, Management of Statutory Compliance and PPMs.</li></ul></li></ul>
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<sup>3</sup> Documents have been provided in the Data Room

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	<ul style="list-style-type: none"><li>○ Produce a schedule of programmed maintenance in the form of an annual five (5) Year rolling plan (Forward Maintenance Register) with respect to planned maintenance. The schedule of programmed maintenance will be updated and formally issued annually but shall be available at all times to the Authority via the CAFM. This shall be updated on a regular basis as maintenance is undertaken, and as lifecycle maintenance items are brought forward or delayed due to worse or better than expected performance. The forward maintenance register shall include planned asset replacements, lifecycle works, redecoration programmes and all disruptive PPMs as a minimum. The forward maintenance register shall clearly identify all assets that are deemed beyond their economic life and have not been replaced (backlog maintenance register). A general review will be undertaken of the forward maintenance register and the associated backlog maintenance register prior to the end of each Year and a revised plan presented to the Authority for approval.</li> <li>○ Provision of a thirty (30) year lifecycle replacement profile for each of the Authority Premises;</li> <li>○ Ensure that all statutory tests and inspections are undertaken within the statutory timescales, together within any repair works arising as a result;</li> <li>○ Maintain full records of work to be undertaken in an order of priority, and subsequently full records of completed work on an overall Authority Premises basis and on an individual premises basis;</li></ul>
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	<ul style="list-style-type: none"><li>○ Submit a Monthly report of all works and testing undertaken, whether these be planned or reactive in nature, at the same time as the annual service plan;</li><li>○ Continuously assess asset condition through delivery of PPMs identifying the asset condition in</li></ul>
	<p>accordance with CIBSE Guide M. Record the condition assessment and the expected remaining life (if any) of the key building elements, installations and equipment in the CAFM in accordance with the process defined in Annex K, Asset Management Statement of Requirements;</p> <ul style="list-style-type: none"><li>○ Specify minimum redecoration cycles for internal and external elements in accordance with the requirements of the Equipment Maintenance Strategy for Fabric Assets (Annex U) and any applicable lease obligations. The minimum cycles may be split into various areas around the buildings with front of house and all public areas taking precedence. The aim is to ensure that the facilities are maintained in a reasonable decorative standard through the whole Authority Premises during the Contract. This requirement shall be built into the forward maintenance register, showing the redecoration plans for internal and external assets</li></ul> <p>When carrying out Services the Supplier shall:</p> <ul style="list-style-type: none"><li>○ Discuss the proposed works with the Authority and Authority Representative and seek agreement in relation to timescales;</li></ul>

	<ul style="list-style-type: none"><li>○ Ensure that any reasonable requirements of the Authority are taken into account in the proposed works;</li><li>○ Ensure that the operations of the Authority can continue;</li><li>○ Confirm the start and completion dates and hours of working;</li></ul>
	<ul style="list-style-type: none"><li>○ Protect all Authority users and visitors and their belongings during such works;</li><li>○ Provide advice and instructions on the use of any new equipment and/or installations;</li><li>○ Liaise with the Authority at the Authority Premises or the Authority Representative on access issues, including restrictions to areas that may be out of use;</li><li>○ Maintain and make good any incidental damage caused;</li><li>○ Remove all rubbish and clean up after completing tasks at the end of each Working Day;</li><li>○ Carry out all works in accordance with statutory requirements, insurance requirements, Health and Safety requirements, Authority requirements, British Standards, manufacturer's instructions and otherwise in compliance with Good Industry Practice.</li></ul>

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|  | <ul style="list-style-type: none"><li>○ Undertake all Portable Appliance Testing for both the Supplier's and the Authority's portable appliances, including all ICT equipment, in accordance with the Electrical Regulations Standards, HSE and Statutory Authority guidance, all legislative requirements and the Authority's Equipment Maintenance Strategy for Portable Appliance Testing and Microwave Emissions (Annex U);</li><li>○ Test and service all plant and equipment within the responsibility of the Supplier, as required by legislation and manufacturer's recommendations;</li><li>○ Provide competent Supplier Staff on an ad hoc basis to undertake New Works (not associated with building maintenance) as requested by the Authority;</li></ul> |
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- Survey the Authority Premises in accordance with the Authority's Service Requirements to establish asset condition;
- On completion of any replacement, partial replacement, maintenance or asset removal / decommissioning works the supplier shall ensure the shared electronic database / CAFM / Asset Register are updated within seven (7) days of completion of the works. This shall include all asset details and attributes defined in Annex K, Asset Management Statement of Requirements, Appendix 1. If the works completed include the replacement of an Asset, then this activity must also include for the updating of the Asset data as per Annex K – Asset Management Statement of Requirements.

**Planned Maintenance:**

- The Supplier shall take cognisance of the Authority's Planned Preventative Maintenance schedules. The Supplier shall include all internal and external building fabric maintenance tasks and all mechanical, electrical and plumbing assets within these documents in addition to any additional Authority requirements;
- The Supplier shall adopt a proactive approach to preventative and cyclical maintenance and inspections such that breakdowns and failures are minimised. The Supplier shall agree an annual plan of works with the Authority that complies with the following requirements;
- The forward maintenance register (FMR) will be developed and submitted for agreement to the Authority on an annual basis as part of the Service Delivery Plan in accordance with Annex K, Asset Management Statement of Requirements. This register shall cover a rolling five (5) year period. Any



	<p>such agreement will not constitute a limitation on the extent of the maintenance requirement</p> <ul style="list-style-type: none"><li>□ The Supplier must comply with the schedule of programmed maintenance which shall be designed to meet SFG20 requirements and ensure compliance with the performance standards;</li><li>□ Access for performing maintenance functions and all other works will be restricted in accordance with the performance standards of the Authority. The Supplier must comply at all times with these access restrictions and ensure that the minimum of disruption is caused to the operations of the Authority, its staff, Building Users, and the overall Authority Premises;</li><li>□ The Supplier shall submit a suggested report format for the reporting of the status of the Planned Preventative Maintenance activities which shall be agreed with the Authority during the Mobilisation Period.</li><li>□ PPM reports/certificates. shall be submitted electronically to the Authority within 2 (two) working days for PPMs delivered by the Supplier and within 15 (fifteen) Working Days for PPMs delivered by a Subcontractor of the Supplier;</li><li>□ The Supplier shall report via email to the Authority helpdesk, and via the agreed within - six (6) hours of the inspection any defects of a Health and Safety nature it finds during the course of its inspection together with a recommendation for remedial action if defects cannot be fixed during the inspection;</li></ul>
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|  | <p>□ The Supplier shall submit, in accordance with the Authority's milestone plan for the Mobilisation Period, its Planned Preventative Maintenance (PPM) Programme, which should include (and clearly</p> |
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	<p>identify) all statutory and routine tasks;</p>
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|  | <ul style="list-style-type: none"><li>• The Service shall be delivered in line with Annex D - Property Classification; □ All</li></ul> |
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	<p>maintenance routines with a frequency:</p>
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|  | <ul style="list-style-type: none"><li>• Statutory tasks shall be performed <b>on or prior to the date required to maintain statutory compliance</b> in accordance with all appropriate legislation, as below (unless agreed otherwise with the Authority);<ul style="list-style-type: none"><li>○ PPMs with a frequency of daily – shall be performed on the due date.</li><li>○ PPMs with a frequency of 2 weeks or less shall be performed at least 5 days apart.</li><li>○ PPMs with a monthly frequency shall be carried out at least 4 weeks apart.</li><li>○ PPMs with a frequency of 3 monthly shall be carried out up to 14 days prior to the due date.</li><li>○ PPMs with a frequency greater than 3 monthly shall be carried out up to 21 days prior to the due date.</li></ul></li></ul> |
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|  | <ul style="list-style-type: none"><li>□ Non-statutory tasks (including soft services PPMs and scheduled task) shall be performed in accordance with the requirements below:<ul style="list-style-type: none"><li>○ PPMs with a frequency of 2 weeks or less shall be performed +/- 1 Working Day of the due date;</li><li>○ PPMs with a frequency of greater than 2 weeks but no greater than 13 weeks shall be performed +/- 4</li></ul></li></ul> |
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	<p>Working Days of the due date; and ○ PPMs with a frequency of greater than 13 weeks shall be performed +/- 2 weeks of the due date.</p> <p>Replacement Materials:</p> <ul style="list-style-type: none"><li>• The Supplier shall ensure that the programmed replacement of materials and components comply with the requirements of the Authority's requirements;</li><li>• Replacement materials used shall be of the same quality and specification for existing building facilities with an equivalent life span (as detailed elsewhere) and meet Government Buying Standards where applicable, taking into account advancements in materials development and Good Industry Practice and embodied carbon and recycled content at the time of replacement, unless the Authority agrees otherwise. External materials will maintain the vernacular of the building;</li><li>• Reused or reconditioned parts or replacements will only be used, on agreement of the Authority and where the Supplier can clearly show that the lifecycle and performance of the item is at least equivalent to a new replacement item and performance will not be affected;</li><li>• Maintenance and replacement will be affected in accordance with Good Industry Practice, such that at the end of the Contract, the remaining life of each element is in line with its anticipated life from new, running from the date of actual replacement.</li><li>• The Supplier shall identify, procure, hold and maintain (if required) spares including consumable parts required to ensure the service can be delivered in accordance with the specification. The Supplier shall</li></ul>
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keep a live list of all spare parts held including specification details, quantities and stored location and this register shall be made available to the Authority at all times.



All maintenance and replacement activities for all Asset types described in subsequence sections SE1 to E21 inclusive shall be carried out by the Supplier in accordance with the Authority's supplementary documents:

- Annex K, Asset Management Statement of Requirements;
- Annex L, Management of Statutory Compliance, PPMs and Work Delivery
- Annex O, Lifts and Escalators Statement of Requirements
- Annex U, Equipment Maintenance Strategy suite of documents:
  - Air Handling Units
  - AC, Refrigeration Systems including Chillers
  - Electrical Installations
  - Fabric Assets
  - Fans
  - Gas Systems
  - Lifting Access Equipment

	<ul style="list-style-type: none"><li>○ Mechanical Systems</li></ul>
	<ul style="list-style-type: none"><li>○ Portable Appliance Testing and Microwave Emissions</li><li>○ Pressure Systems</li><li>○ Pumps</li><li>○ Security Systems</li><li>○ Ventilation</li><li>○ Water Systems</li><li>○ Fire Alarms and Associated Systems</li><li>○ Fire Protection Systems</li></ul>
Service E1	SE1: Mechanical and Electrical Engineering Maintenance (M&E)

Standard	<ul style="list-style-type: none"> <li>• All PPM tasks must be delivered in accordance with SFG20 standards and all applicable Authority Equipment Maintenance Strategy documents (Annex U) unless agreed otherwise with the Authority. Valid certificates and or reports must clearly demonstrate and evidence delivery of all SFG Tasks specified for each PPM type.</li> <li>• The General Requirements for maintenance management shall apply.</li> <li>• The Supplier shall ensure the successful operation and optimum condition of all of the Authority's mechanical, electrical, plumbing and drainage systems. The Supplier shall ensure they are maintained at optimum performance in accordance with manufacturers' and installers' recommendations and statutory</li> </ul>
	<p>obligations. The Supplier shall ensure that the master asset data is accurate and all Assets are maintained according to this Standard.</p> <ul style="list-style-type: none"> <li>• The Supplier shall develop and implement a fifty-two (52) week maintenance planner and associated resource management plan (format and structure to be agreed with the Authority during the Mobilisation Period outlining the maintenance requirements for each Authority Premises.</li> <li>• The Supplier is to be responsible for meeting or exceeding operational resource efficiency targets including energy and water consumption and waste production as required by the Authority.</li> <li>• In line with manufacturers recommendations and common Good Industry Practices.</li> </ul>

Service E2	SE2: Ventilation and Air Conditioning Systems Maintenance
Legislation, AcoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• All tasks to be delivered in accordance with SFG20 standards and Authority Equipment Maintenance Strategy for AC – Refrigeration Systems including Chillers, Air Handling Units, Electrical Installations, Fans, Mechanical Systems, Pumps and Ventilation (Annex U) unless agreed otherwise with the Authority. Valid certificates and or reports must clearly demonstrate and evidence delivery of all SFG Tasks specified for each PPM type.</li> <li>• The following legislation, Approved Codes of Practise (AcoP) or similar industry or Government guidelines shall apply: <ul style="list-style-type: none"> <li>○ COSHH Regulations 2002;</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ COSHH Regulations 7, 8 &amp; 9; ○ COSHH Regulations EH40; ○ NHS Estates HTM2025; ○ CIBSE TM26 Hygiene Maintenance of Office ventilation Systems; and ○ TR19 Guide to Good Practice – Internal cleanliness of ventilation systems.</li> </ul>



Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• The Supplier shall ensure that the insides of ventilation and air conditioning ductwork are kept clean in accordance the relevant and applicable Standards.</li> <li>• In line with manufacturers recommendations and common Good Industry Practices.</li> </ul>
<b>Service E3</b>	<b>SE3: Environmental Cleaning Services</b>
Standard	<p>□ Environmental cleaning to be undertaken in accordance with the Authority's Equipment Maintenance Strategies for Ventilation and Fans and current best practice such as:</p> <ul style="list-style-type: none"> <li>○ CIBSE Technical Memorandum TM26; ○ Hygienic Maintenance of Office Ventilation Ductwork;</li> </ul>

	<ul style="list-style-type: none"> <li>○ HVCA Guide to Good Practise;</li> <li>○ Internal Cleanliness of Ventilation Systems TR19 in order to minimise the build-up of dust, dirt, grease and scale.</li> </ul> <ul style="list-style-type: none"> <li>• The Supplier shall preserve a satisfactory standard of hygiene within air distribution and extract systems.</li> <li>• The General Requirements for cleaning shall apply.</li> <li>• In line with common Good Industry Practices, guidance should also be sought from the various trade and governing bodies for the sector.</li> <li>• Internal and applicable external areas of the Authority's premises shall be kept clear, at all times, of an excessive build up of guano. The Supplier shall, in accordance with the Equipment Maintenance Strategy for Fabric Assets (Annex U), assess each of the Authority's Premises to determine where the SFG20 regime, 8733, is required and shall plan appropriate PPMs accordingly. Where ad hoc issues occur, the Supplier shall provide relevant interventions to address the cleaning requirements.</li> <li>• Where treatment for guano and like materials is undertaken the appropriate Health and Safety precautions should be used.</li> </ul>
<b>Service E4</b>	<b>SE4: Fire Detection and Fire Fighting Systems Maintenance</b>
Legislation, AcoP or similar industry	<ul style="list-style-type: none"> <li>□ Fire Safety Regulations, Regulatory Reform (Fire Safety) Order 2005; Fire (Scotland) Act 2005</li> </ul>

or Government guidelines	<ul style="list-style-type: none"><li>□ BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises.</li><li>□ BS 7989:2001 Specification for re-circulatory filtration fume cupboards. Maintenance, testing and examination of local exhaust ventilation.</li><li>□ BS 5306/3: 2017 Fire Extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers.</li><li>□ BS/EN 16750:2017 Fixed firefighting systems. Oxygen reduction systems. Design, installation, planning and maintenance.</li><li>□ BS 5266-1 Code of Practice for emergency lighting of premises.</li><li>□ BS9990-2015 Standard for the design, installation, testing and maintenance of dry risers.</li><li>□ BS7345 – 8 maintenance of smoke ventilation systems.</li><li>□ BSEN 12845 Fixed firefighting systems and automatic sprinkler systems</li></ul>
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Standard	<p>□ All Fire Fighting equipment and systems shall be maintained and tested in accordance with the manufacturer's recommendations, the relevant applicable British Standards, Approved Codes of Practice, industry best practice and the Authority's Equipment Maintenance Strategies for Fire Alarms and Associated Equipment and Fire Protection Systems ( Annex U).</p> <p>□ Fire system log book shall be checked to ensure completeness and retention of appropriate records and</p>
	documents including certification; fire risk assessment, test register and zone charts/device listing. See Annex L, Management of Statutory Compliance, PPMs and Work Delivery.
<b>Service E5</b>	<b>SE5: Lifts, Hoists and Conveyance Systems Maintenance</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply: ○ Lifting Operations and Lifting Equipment Regulations 1998.</p>



Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• Supplier shall operate and maintain all lifts, hoists and conveyance systems in line with manufacturers' recommendations, the Authority's Equipment Maintenance Strategy for Lifting Access Equipment and common Good Industry Practices (Annex U).</li> <li>• In accordance with the Statutory/Legal and Mandatory Compliance and Maintenance requirements including Fireman Lifts and Lift evacuation systems.</li> <li>• The Supplier shall maintain all lifts and escalators accordance with Annex O, Lifts and Escalators Statement of Requirements.</li> </ul>
<b>Service E6</b>	<b>SE6: Security, Access and Intruder System Maintenance</b>
Legislation, ACoP or similar industry	<input type="checkbox"/> The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:
or Government guidelines	<input type="checkbox"/> The General Requirements for maintenance management shall apply.  <input type="checkbox"/> Operate and maintain systems in line with manufacturers' recommendations and common Good Industry Practices, in accordance with statutory/legal compliance and the Authority's Equipment Maintenance Strategy for Security Systems (Annex U). This includes Fireman Lifts and Lift evacuation systems.  <input type="checkbox"/> National Protective Security Authority (NPSA) - the UK government's National Technical Authority for physical and personnel protective security

- Data Protection Act (DPS)
- Freedom of Information Act (FOI)
- The Protection of Freedoms Act (POFA)
- The Human Rights Act (HRA)
- The Information Commissioner's Office (ICO) Data Protection code of practice
- The Surveillance Camera Commissioner's Office (SCCO) code of practice
- SFG20
- Supporting document - Annex L, Management of Statutory Compliance, PPMs and Work Delivery
- PD 6662:2017 Scheme for the application of European Standards for intrusion and hold-up alarm system
- BS EN 50131-1:2018+A3:2020 Alarm systems – Intrusion and hold-up systems – System requirements
- DD CLC/TS 50131-7:2010 Alarm systems. Intrusion and hold-up systems - Application guidelines

	<ul style="list-style-type: none"> <li>• BS8243:2021 Design, installation and configuration of intruder and hold-up alarm systems designed to generate confirmed alarm conditions. Code of practice</li> <li>• BS 8473:2018 Intruder and hold-up alarm systems. Management of false alarms. Code of practice</li> <li>• BS 9263:2016 Intruder and hold-up alarm systems. Commissioning, maintenance and remote support. Code of practice</li> <li>• BS EN 62676-4:2015 Video surveillance systems for use in security applications - Application guidelines</li> <li>• BS 8418:2021 Design, installation, commissioning and maintenance of detection-activated video surveillance systems (VSS). Code of practice</li> <li>• National Police Chiefs' Council (NPCC) Police Requirements for Security Systems Including all Appendices</li> <li>• United Kingdom Accreditation Service (UKAS) Certification Body for Security Industry (NSI or SSAIB)</li> <li>• Department for Work and Pensions Performance Specification for Electronic Security Systems</li> </ul>
Standard	<p>As detailed and defined in Work Package L1 to L11 – Technical Security Systems</p> <ul style="list-style-type: none"> <li>• Service L1 – Design, Supply, Install, Commission and Maintenance of Technical Security System</li> <li>• Service L2 Technical Security Systems - False Alarm Management (FAM) &amp; Police Unique Reference Number (URN) Management</li> <li>• Service L3 Planned Preventative Maintenance (PPM) delivered by Onsite attendance or Remote Routine Inspection</li> <li>• Service L4 Technical Security System Remedial Maintenance following an On-site or Remote PPM</li> </ul>

	<ul style="list-style-type: none"><li>• Service L5 Technical Security System Reactive Maintenance Services</li><li>• Service L6 Technical Security System – Video Surveillance System (VSS) / Body Worn Camera (BWC) Evidence Retrieval</li><li>• Service L7 Technical Security System - Data Protection Act Information (DPA) Request – Data Redaction Service</li><li>• Service L8 Technical Security System Quotations</li><li>• Service L9 Technical Security Systems Software Maintenance and Updates</li><li>• Service L10 - Technical Security System Maintenance and the Security Control Centre (SCC)</li><li>• Service L11 - Technical Security System Maintenance and the Guarding Services</li></ul>
<b>Service E7</b>	<b>SE7: Internal and External Building Fabric Maintenance</b>



Standard	<ul style="list-style-type: none"> <li>• The Supplier shall maintain and inspect all fabric assets in accordance with the Authority's Equipment Maintenance Strategy for Fabric Assets (Annex U).</li> <li>• The Supplier shall include in the forward maintenance register a program of planned maintenance works on the internal and external fabric elements of the Authority's Premises. The Authority may require BREEAM in-use or similar assessment of the Authority Premises performance to be carried out at agreed intervals.</li> <li>• The Supplier shall apply the use of BS8544 2013 in relation to Life Cycle Costing and RICS New Rules for Measurement Part 3 for Maintenance (NRM3).</li> <li>• The Supplier shall ensure that ad hoc repairs to internal and external fabric are carried out in accordance</li> </ul>
	<p>with the Authority's requirements.</p> <p>□ Where response times are appropriate these shall be adhered to.</p>
<b>Service E8</b>	<b>SE8: Reactive Maintenance Services</b>

Standard	<ul style="list-style-type: none"><li>• The Supplier shall be responsible for meeting minimum response times as set out in Annex E, Service Delivery Response and Rectification times, or as defined by the Authority, to ensure that all Reactive Maintenance activities are carried out as outlined, so that any reactive repairs are completed with the least inconvenience or disruption to the Authority.</li><li>• The Supplier shall inform the Authority of all breaches of Health and Safety regulations together with a programme for rectification and measures to safeguard against a repeat.</li><li>• The Supplier shall inform the local Authority Representative (in line with the Authority's policies e.g. Fire Safety Order 2005) at a Authority Premises where the Supplier is proposing to undertake maintenance work to the fire safety systems or where the work will or could adversely impact the means of escape or any elements of the fire protection systems.</li><li>• The Supplier shall be responsible for meeting minimum response times as required by the Authority for each Authority Premises to ensure that all reactive tasks are carried out as outlined, so that any reactive repairs are completed with the least inconvenience or disruption to the workings of the Authority. Service Requests may fall into three main categories:</li></ul>
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	<ul style="list-style-type: none"><li>○ Those which involve a Business Critical Event;</li><li>○ Those requests of an emergency nature where the health and safety of any person is threatened or where the incident or activity has an impact on the physical security of the premises or its Building Users; and</li><li>○ Those repair activities required on a daily basis to ensure the functionality of each Authority Premises, which have not been catered for by the programmed element.</li></ul> <p>□</p> <p>The Supplier shall at all times ensure that sufficient, competent, appropriately trained and skilled Supplier Staff are deployed to cater for the spectrum of planned and unplanned demands on the Maintenance Services. The Supplier shall ensure that only appropriately trained Supplier Staff are dispatched to Reactive Maintenance activities in order to affect a first-time fix.</p> <p>□</p> <p>Supplier Staff attending calls, particularly in relation to an emergency call, shall attend with suitable and sufficient equipment, suitable training and spares/materials to respond to the Reactive Maintenance repair in a competent, safe and efficient manner.</p> <p>□ Where Reactive Maintenance requires replacement of any plant, equipment or consumable it shall be carried out, so far as is practicable, on a like-for-like or equal-and-approved basis, taking into consideration energy efficiency, aesthetics and reliability; where this may not be practicable, an equivalent or better standard and specification basis shall be substituted. On replacement or removal/decommissioning of an Asset, the Asset register shall be updated by the Supplier with 7 days of completion of the works.</p>
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	<ul style="list-style-type: none"> <li>• If an out of hours engineer system is to be implemented, the Supplier shall ensure that the rotas do not comprise the core team numbers the following Working Day.</li> <li>• The Service shall be delivered in line with Annex D - Property Classifications.</li> <li>• The Supplier shall ensure that appropriate documentation is provided to evidence the completion of reactive works.</li> </ul>
<b>Service E9</b>	<b>SE9: Planned / Group Re-Lamping Services</b>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall provide optimum replacement frequencies for lamps within the first six (6) Months of the Starting Date, whilst maintaining the specified lighting levels in accordance with targets published by the Authority and in accordance with manufacturer's guidance and any relevant legislation.</li> <li>• The Supplier shall maintain and replace all lamps/lighting in accordance with the Authority's Equipment Maintenance Strategy for Electrical Installations (Annex U).</li> </ul>
<b>Service E10</b>	<b>SE10: Automated Barrier Control Systems Maintenance</b>
Standard	<ul style="list-style-type: none"> <li>□ The General Requirements for maintenance management shall apply, in line with manufacturer's recommendations, instructions, common Good Industry Practices and the Authority's Equipment Maintenance Strategy for Mechanical Systems, Electrical Installations and Security Systems ( Annex U).</li> </ul>

<b>Service E11</b>	<b>SE11: Building Management System (BMS) Maintenance</b>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall ensure that maintenance is performed in accordance with the current version of SFG20 and/or manufacturers recommendations and the Authority's Equipment Maintenance Strategy for BMS (Annex U).</li> <li>• The Building Management System (BMS) shall be configured to operate building systems at optimum energy efficiency. These set points shall be documented and communicated to each of the Authority's Premises and any deviations to these set points monitored centrally by the Supplier and any appropriate interventions made</li> <li>• Where possible the BMS shall be integrated or be able to exchange data with the CAFM System.</li> <li>• The BMS shall be to be periodically upgraded as software (&amp; hardware) versions are issued.</li> </ul>
<b>Service E12</b>	<b>SE12: Standby Power System Maintenance</b>



Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• The Supplier shall ensure that operation, maintenance, testing and inspection is performed in accordance with the current version of SFG20, manufacturers recommendations, common Good Industry Practices and the Authority's Equipment Maintenance Strategy for Electrical Installations ( Annex U).</li> </ul>
<b>Service E13</b>	<b>SE13: High Voltage (HV) and Switchgear Maintenance</b>

Standard	<ul style="list-style-type: none"> <li>□ The General Requirements for maintenance management shall apply.</li> <li>□ The Supplier shall ensure that operation, maintenance, testing and inspection is performed in accordance with the current version of SFG20, manufacturers recommendations, common Good Industry Practices and the Authority's Equipment Maintenance Strategy for Electrical Installations ( Annex U).</li> <li>□ All electrical equipment shall be capable of local isolation in accordance with the current regulations, manufacturer's recommendations and SFG20.</li> <li>□ Due consideration shall be given to the elevated Health and Safety risk when maintaining HV equipment and all electrical equipment shall be provided with means of isolation, which disconnects the respective item of equipment and any associated control devices and circuits.</li> </ul>
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	<ul style="list-style-type: none"> <li>□ No person except an HV authorised person HV or a competent person HV acting under his immediate supervision shall undertake any repair, alteration, extension, cleaning or such work where technical knowledge or experience is required in order to avoid danger. No person shall do such work unaccompanied.</li> <li>□ The Supplier shall ensure that only HV approved persons (HVAP) are allowed to instigate isolations and reinstatements of any HV service.</li> <li>□ The Supplier shall ensure there is a qualified named HV AP (High Voltage approved person) engineer for the Authority Premises and that the appropriate competent person (CP) is in place.</li> <li>□ The Supplier shall ensure that Supplier Staff operating in an HV environment are an authorised person,</li> </ul>
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	<p>suitably qualified and competent and shall at the very least:</p> <ul style="list-style-type: none"> <li>• Be an electrical craftsman;</li> <li>• Be over the age of 21 years; and</li> <li>• Possess sufficient knowledge and experience to avoid danger.</li> <li>• The Permit to Work system shall be used for this Service.</li> </ul>
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<b>Service E14</b>	<b>SE14: Catering Equipment Maintenance</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply, in line with manufacturers' recommendations, common Good Industry Practices and the Authority's Equipment Maintenance Strategy for Electrical Installations and Gas Systems ( Annex U).</li> <li>• The Authority may state that Catering Equipment Maintenance shall be provided as part of the Catering Services provision.</li> </ul>
<b>Service E15</b>	<b>SE15: Audio Visual Equipment Maintenance</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• The Supplier shall ensure that the required multimedia connectivity is maintained for connection by relevant IT systems and broadcasting services, in line with manufacturers' recommendations and common Good</li> </ul>
	Industry Practices.
<b>Service E16</b>	<b>SE16: Television Cabling Maintenance</b>



Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• In line with manufacturers recommendations and common Good Industry Practices.</li> <li>• The Supplier may deliver TV Services over the IT data network. Domestic areas or parts of the Authority's Premise may be by conventional cable distribution.</li> <li>• The Supplier shall provide power to mobile phone masts and liaise with mobile phone company staff.</li> </ul>
<b>Service E17</b>	<b>SE17: Mail Room Equipment Maintenance</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• Guidance shall be sought from the various trade and governing bodies for the sector.</li> <li>• In line with manufacturer's recommendations and common Good Industry Practices.</li> </ul>
Standard	<p>□ The Service must include the operation and maintenance of equipment including:</p> <ul style="list-style-type: none"> <li>○ Franking machines;</li> <li>○ Sorters;</li> </ul>

	<ul style="list-style-type: none"> <li>○ Postal scales; and</li> <li>○ X-Ray scanners.</li> <li>○ The General Requirements for maintenance management shall apply.</li> <li>○ Access for specialist maintenance technicians, including accompanying them to individual machines as necessary and all Reactive Maintenance requests for Mail Room equipment shall be dealt with through the Helpdesk.</li> <li>○ All materials and consumables normally associated with the provision of a professional postal service, including ink, special labels, courier bags, packaging materials and trolleys shall be provided.</li> </ul> <p>□ Please note that Government Buying Standards for sustainability apply to scanners.</p>
<b>Service E18</b>	<b>SE18: Office Machinery Servicing and Maintenance [Not Used]</b>
<b>Service E19</b>	<b>SE19: Voice Announcement System Maintenance</b>
Standard	<ul style="list-style-type: none"> <li>• There is no recognised Standard for this service.</li> <li>• The General Requirements for Maintenance Services shall apply along with the Authority's Equipment Maintenance Strategy for Electrical Installations and Security Systems.</li> <li>• Bespoke requirements as detailed in Supporting Document – Annex L, Management of Statutory</li> </ul>

	Compliance, PPMs and Work Delivery
<b>Service E20</b>	<b>SE20: Locksmith Services</b>
Standard	<ul style="list-style-type: none"> <li>• The Service shall comply with local security requirements.</li> <li>• In areas of doubt the Departmental Security Officer (DSO) shall be contacted for clarification.</li> </ul>
<b>Service E21</b>	<b>SE21: Specialist Maintenance Services</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>□ The Supplier shall comply with all Legislative Standards, Legislation, Statutory Requirements, Guidance Notes / Approved Codes of Practice, BS/ISO/EN Standards and Building Regulations at Authority Premises.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for maintenance management shall apply.</li> <li>• The Supplier is responsible for delivering all in-scope Services in accordance with manufacturer's recommendations, common Good Industry practices, all applicable Authority Equipment Maintenance Strategies (Annex U) and with the requirements specified by the Authority at Starting Date.</li> </ul>

## WORK PACKAGE F – STATUTORY OBLIGATIONS

General Requirements	
Legislation, ACoP or similar industry or Government guidelines	<p>□ The Supplier shall comply with all Legislative Standards, Legislation, Guidance Notes / Codes of Practice, BS/ISO/EN Standards and Building Regulations at Authority Properties.</p>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall manage compliance through their CAFM system using SFG20 and the bespoke PPMs specified by the Authority in accordance with Annex K, Asset Management Statement of Requirements, Annex L, Management of Statutory Compliance, PPMs and Work Delivery and all applicable Authority Equipment Maintenance Strategy documents (Annex U).</li> <li>• The Supplier shall recognise Authority requirements as they affect compliance at Authority Premises and implement processes that maintain compliance across all Authority Premises.</li> </ul>
Service F1	<b>SF1: Asbestos Management</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>○ Control of Asbestos Regulations 2012.</li> <li>○ HSE Asbestos Essentials</li> </ul>



Standard	<ul style="list-style-type: none"> <li>• The Supplier ensure that all activities at the Authority Premises shall be carried out in accordance with the legislation, Annex S - Authority Asbestos Management Plan and Approved Codes of Practice (ACoP).</li> <li>• The Supplier shall ensure that Supplier Staff and Subcontractors are appropriately trained in asbestos awareness and have reviewed the asbestos register for the applicable Premises prior to commencing any works. The Supplier shall operate the appropriate Permit to Work scheme.</li> <li>• The Supplier shall work collaboratively with the Authority's nominated asbestos management consultant to collectively manage and reduce risk due asbestos containing materials.</li> </ul>
<b>Service F2</b>	<b>SF2: Water Hygiene Maintenance</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>○ Water Act 2003; ○ Water Industry Act 1991; and ○ The Private Water Supplies Regulations 2009</li> <li>○ L8 - Legionnaires' disease. The control of legionella bacteria in water systems</li> <li>○ HSG274, Legionnaires' Disease</li> </ul>
Standard	<p>□ The General Requirements for Maintenance Services shall apply along with the Authority's Equipment</p>

	<p>Maintenance Strategy for Water Systems (Annex U) and the Authority's Water Policy (Annex R).</p> <ul style="list-style-type: none"><li>• All water systems shall be subject to a Water Risk Assessment (WRA) to ensure compliance with the relevant Standards applicable at that time. These Water Risk Assessments shall be carried out by the Authority's appointed water hygiene supplier.</li><li>• The Supplier shall carry out the requirements of the Water Risk Assessments on each of the Authority's Premises including the completion of remedial actions and the PPMs in accordance with the written scheme of control.</li><li>• The Supplier is responsible for working collaboratively with the Authority and the Authority's appointed water hygiene supplier in order to monitor the effectiveness of the water hygiene control measure and reduce risk associated with water systems.</li><li>• The Supplier shall provide a water hygiene log book and it shall be the responsibility of the Supplier to ensure this is maintained as current at all times.</li><li>• The Supplier is responsible for ensuring the appointment of trained and competent Supplier Staff specific to the Authority Premises.</li></ul>
<b>Service F3</b>	<b>SF3: Statutory Inspections</b>

Standard	<p>□ The Supplier shall meet the requirements in respect of statutory tests and inspections. For the avoidance of doubt, the statutory tests are to include all of those tasks that are not explicitly mentioned in the relevant legislation but are recognised within the industry as having complied with duty of care obligations (e.g. The</p>
	<p>Electricity at Work Act does not specifically require periodic electrical testing of fixed circuits, however carrying these out at five (5) Yearly intervals is generally accepted as having made reasonable endeavours to comply. Similarly, complying with HSE Approved Codes of Practice on water testing and treatment demonstrates exercising a duty of care in terms of preventing the risk of legionella).</p>

□ The Service shall include:

- Equality Act 2010 audits (note that in terms of this act, the requirement is to provide disabled people with an equivalent service, so altering the way a Service is delivered may be an alternative option to building works);
- Health and Safety inspections (where not required by the Authority under specified statutory test and inspections); ○ Statutory compliance audits; ○ Competency audits; ○ Pollution audits; ○ Air quality audits ○ Deleterious materials; ○ Environmental audits i.e. kitchens, water, ventilation;



	<ul style="list-style-type: none"> <li>○ Insurance inspections (where not required by the Authority under specified statutory test and inspections);</li> <li>○ Fire Safety Plans (where not required by the Authority under Specified Health and Safety and Fire Safety);</li> <li>• The Supplier shall at all times comply with all relevant EC and UK statutory and legislative requirements, including any alterations to policy as may take place, and shall be the sole point of contact for any of the Authority's concerns with that aspect of performance.</li> <li>• Electrical testing shall be undertaken in accordance with the latest edition of the Wiring Regulations as published by the Institution of Electrical Engineers, the Authority's Equipment Maintenance Strategy for Electrical Installations (Annex U) and any other relevant legislation.</li> <li>• Fixed wiring installations shall be subject to testing at intervals not exceeding five years. Reference to all appropriate Statutory Instruments (S.I.) will be made, e.g. S.I. 1989 No 635, the Electricity at Work Regulations or equivalent and other relevant Standards or legislation.</li> </ul>
<b>Service F4</b>	<b>SF4: Portable Appliance Testing</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply: <ul style="list-style-type: none"> <li>○ Health &amp; Safety at Work Act of 1974;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ The Electricity at Work Regulations; ○ The Provision and Use of Work Equipment Regulations 1998 (PUWER 1998); and ○ The Management of Health and Safety at Work Regulations of 1999.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for Maintenance Services shall apply along with the Authority's Equipment Maintenance Strategy for Portable Appliance Testing and Microwave Emissions (Annex U).</li> <li>• As a minimum, testing shall be implemented to meet the requirements of the Supplier's risk assessments, to meet Authority requirements and to align with industry requirements and any relevant legislation.</li> <li>• All works shall be carried out in accordance with statutory requirements, insurance requirements, Health and Safety requirements, British Standards, manufacturer's instructions and otherwise in compliance with Good Industry Practice.</li> <li>• All Portable Appliance Testing for both the Supplier's, nominated OGDs and the Authority's portable appliances, including all ICT equipment, in accordance with the Electrical Regulations Standards, HSE, Authority guidance and all statutory and legislative requirements.</li> </ul>
<b>Service F5</b>	<b>SF5: miscellaneous surveys, audits and testing services</b>

Legislation, ACoP or similar industry	<ul style="list-style-type: none"> <li>□ ISO 9001: 2015 Quality Management Plan</li> </ul>
or Government guidelines	<ul style="list-style-type: none"> <li>• ISO 14001 Environmental Management.</li> <li>• Equality Act 2010.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The Service shall include the provision of additional, specialist surveys, audits and testing as required by the Authority.</li> <li>• Where requested, the Authority will specify the technical and quality standards to which these ad-hoc requirements shall be delivered by the Supplier.</li> </ul>
<b>Service F6</b>	<b>SF6: Condition Surveys</b>

Legislation, ACoP or similar industry or Government guidelines	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"><li>• Royal Institute of Chartered Surveyors’ Condition and Building Surveys; □ The main types of surveys fall into three broad sectors:<ul style="list-style-type: none"><li>○ Land;</li><li>○ Property; and ○ Construction.</li></ul></li><li>• Chartered Institution of Building Services Engineers’ Guidance for Condition surveys on mechanical and</li></ul>
	electrical plant.



Standard	<ul style="list-style-type: none"> <li>Condition surveys shall be carried out by competent and qualified Supplier Staff in accordance with Annex K, Asset Management Statement of Requirements and Annex L, Management of Statutory Compliance, PPMs and Work Delivery; the Supplier shall update the condition surveys where this is required within five (5) Working Days following upgrade or replacement of Assets (subject to adhering to the agreed governance process). The condition surveys to be available in hard and electronic format. The condition surveys shall form the basis of the forward maintenance register where required.</li> <li>Results from condition surveys shall be recorded against the relevant Asset and the reports shall be stored in the CAFM System.</li> <li>The Supplier shall also provide additional specialist or intrusive condition surveys on an ad hoc basis, as requested by the Authority and this shall be in accordance with Contract Schedule 4 – Service Order and Projects.</li> </ul>
<b>Service F7</b>	<b>SF7: Electrical Testing</b>
Legislation, ACoP or similar industry or Government guidelines	<input type="checkbox"/> Electricity at Work Regulations 1989 and BS 7671 (as amended).
Standard	<input type="checkbox"/> The Supplier shall undertake electrical testing in accordance with the latest edition of the Wiring Regulations as published by the Institution of Electrical Engineers, the Authority's Equipment Maintenance

	<p>Strategy for Electrical Installations and any other relevant legislation (Appendix U).</p> <p>□ Fixed wiring installations shall be subject to testing at intervals not exceeding five (5) years.</p>
Service F8	SF8: Fire Risk Assessments

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"><li>• Fire Safety Regulations, Regulatory Reform (Fire Safety) Order 2005.</li><li>• Fire (Scotland) Act 2005</li><li>• BS 7989:2001 Specification for re-circulatory filtration fume cupboards. Maintenance, testing and examination of local exhaust ventilation.</li><li>• BS 5306/3: 2017 Fire Extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers.</li><li>• BS/EN 16750:2017 Fixed firefighting systems. Oxygen reduction systems. Design, installation, planning and maintenance.</li><li>• BS 5266-1 Code of Practice for emergency lighting of premises.</li><li>• BS9990 -2015 Standard for the design, installation, testing and maintenance of dry risers.</li><li>• BS7345 – 8 maintenance of smoke ventilation systems.</li><li>• BSEN 12845 Fixed firefighting systems and automatic sprinkler systems</li></ul>
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Standard	<ul style="list-style-type: none"> <li>• All buildings on each of the Authority's Premises shall be subject to a fire risk assessment to ensure compliance with the relevant Standards applicable at that time. These fire risk assessment shall be carried out by the Authority's appointed fire risk assessment supplier.</li> <li>• The Supplier shall carry out the requirements of the fire risk assessments on each of the Authority's Premises including the completion of remedial actions and PPM delivery.</li> <li>• The Supplier is responsible for working collaboratively with the Authority and the Authority's appointed fire risk assessment supplier in order to monitor the effectiveness of the control measure and reduce fire risk.</li> <li>• The Supplier shall manage fire safety plans on behalf of the Authority.</li> <li>• Should the Supplier undertake works result in a change to the layout of the Premises or locations of fire precautions/systems then the Supplier shall update the existing fire plans and provide these to the Authority and the Authority's appointed fire risk assessment supplier.</li> <li>• The Supplier manage compliance with all fire regulations and standards.</li> </ul>
<b>Service F9</b>	<b>SF9: Building Information Modelling (BIM) and Government Soft Landings (GSL)</b>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall adhere to the following standards:</li> <li>• BS EN ISO 19650</li> <li>• Organization and digitization of information about buildings and civil engineering works, including building</li> </ul>



	<p>information modelling -Information management using building information modelling</p> <ul style="list-style-type: none"><li>□ BS EN ISO 19650-1:2018 - Part 1: Concepts and principles</li><li>□ BS EN ISO 19650-2:2018 - Part 2: Delivery phase of the assets (Incorporating corrigendum February 2021)</li><li>□ BS EN ISO 19650-3:2020 - Part 3: Operational phase of the assets</li><li>□ BS EN ISO 19650-4:2020 - Part 4: Information exchange</li><li>□ BS EN ISO 19650-5:2020 - Part 5: Security-minded approach to information management</li><li>□ PAS 1192-6:2018- Specification for collaborative sharing and use of structured Health and Safety information using BIM</li><li>□ BS 8536:2022- Design, manufacture and construction for operability. Code of practice</li><li>□ BS 8541: Library objects for architecture, engineering and construction</li><li>□ BS 8541-1:2012 - Part 1 Identification and classification. Code of practice</li><li>□ BS 8541-2:2011- Part 2: Recommended 2D symbols of building elements for use in building information modelling</li><li>□ BS 8541-3:2012- Part 3: Shape and measurement. Code of practice</li><li>□ BS 8541-4:2012- Part 4: Attributes for specification and assessment – Code of practice</li></ul>
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	<ul style="list-style-type: none"> <li>□ BS 8541-5:2015- Part 5: Assemblies – Code of practice</li> <li>□ BS 8541-6:2015- Part 6: Product and facility declarations – Code of practice</li> </ul>
	<ul style="list-style-type: none"> <li>□ BS EN ISO 9001:2015: Quality management systems</li> <li>□ ISO 16739-1:2018: Industry Foundation Classes (IFC) for data sharing in the construction and facility management industries</li> <li>□ UK BIM Framework Guidance:</li> <li>□ Information protocol to support BS EN ISO 19650-2:2018 – the delivery phase of assets.</li> <li>□ Information protocol to support BS EN ISO 19650-3:2018 – the operational phase of assets.</li> <li>□ The following are standard classification systems used by DWP: Uniclass2015, NRM3, SFG20</li> <li>□ For information regarding DWP policies refer to: Information Management Policy (IMP)- DWP Information Management Policy (gov.uk), DWP Procurement Security policies and standards</li> <li>□ 'ISO 9001:2015: Quality management systems'</li> <li>□ BS-1192 -4 replaced by ISO 19650-4</li> <li>□ 'ISO 16739-1:2018: Industry Foundation Classes (IFC) for data sharing in the construction and facility management industries'</li> </ul>

	<ul style="list-style-type: none"> <li>□ Government Soft Landings- Revised guidance for the public sector on applying BS8536 parts 1 and 2Updated for ISO 19650".</li> <li>□ Guidance currently under review of UK BIM Framework:</li> <li>□ GIIG: A short introduction to Built Asset Information Management for Procurers</li> </ul>
	<ul style="list-style-type: none"> <li>• GIIG: Information Management Platform Guidance Document</li> <li>• GIIG: Delivering Valuable Data: An Interoperability Code of Practice for Technologies in the Built and Managed Environment Version 1 April 2023</li> <li>• GIIG: Information Management Platform Guidance Document</li> <li>• GIIG: Introduction to the Standard Information Approach methodology</li> <li>• GIIG: Standard Information Approach methodology</li> </ul>
<b>Service F10</b>	<b>SF10: Display Energy Certificates (DECs)</b>

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• Energy Performance of Buildings (Certificates and Inspections) Regulation in 2007;</li> <li>• European Directives 2002/91/EC and 2010/31/EU on the energy performance of buildings;</li> <li>• Article 27 of the Energy Performance of Buildings EU Directive; and</li> <li>• DCLG publication 2016 - Improving the energy efficiency of our buildings.</li> </ul>
Standard	<p>□ The Supplier shall undertake the audit at Authority Premises in accordance with the latest Energy Directives and any other relevant legislation.</p>
<b>Service F11</b>	<p>□ <b>SF11: Energy Performance Certificates (EPCs)</b></p>
Legislation, ACoP or similar industry	<p>□ The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015;</p>
or Government guidelines	<ul style="list-style-type: none"> <li>• Energy Performance of Buildings (England and Wales) (Amendment) (No. 2) Regulations 2015;</li> <li>• DCLG publication 2017 - A guide to energy performance certificates for the construction, sale and let of non-dwellings; and</li> <li>• DCLG publication 2016 - Improving the energy efficiency of our buildings.</li> </ul>

Standard	<p>□ The Supplier shall undertake the audit at Authority Premises in accordance with the latest directives and any other relevant legislation.</p>
<b>Service F12</b>	<b>SF12: Radon Testing Services</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• Health and Safety at Work Act 1974;</li> <li>• Management of Health and Safety at Work Regulations 1999;</li> <li>• The Ionising Radiations Regulations 2017;</li> <li>• The Ionising Radiations Regulations (Northern Ireland) 2017;</li> <li>• The Building Regulations 2004 (England, includes 2010 and 2013 amendments);</li> <li>• The Building Regulations 2010 (Wales, includes 2017 amendments);</li> <li>• The Building (Scotland) Regulations 2004;</li> <li>• The UKradon and HSE guidance;</li> <li>• The Building Regulations (Northern Ireland) 2000;</li> <li>• Public Health England (PHE) guidance; and</li> <li>• BRE report BR211</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall undertake the necessary inspections and reporting requirements to ensure compliance with all current legislation and future re-enactments; and</li> <li>• The Supplier shall deliver the Services in accordance with the Authority's Radon risk assessments and specified requirements.</li> </ul>

<b>Service F13</b>	<b>SF13: Permit To Work</b>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall deliver the Permit to Work systems on behalf of the Authority in accordance with Annex N, Permit to Work document.</li> <li>• The Supplier be responsible for managing compliance of Permit to Work systems on behalf of the Authority for all works being undertaken or managed by the Supplier, including hot works, confined spaces, live electrical working, system isolations, working on or near high voltage, excavations, temporary disconnection of safety systems and working at height.</li> <li>• The Supplier shall be responsible for the provision of all suitably qualified, skilled and accredited Staff to successfully deliver the Permit to Work system for the Authority.</li> </ul>
<b>WORK PACKAGE G: LANDSCAPING SERVICES</b>	
<b>Service G1</b>	<b>SG1: Hard Landscaping Services</b>

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"><li>□ Health and Safety at Work Act 1974;</li><li>□ Construction (Design and Management) Regulations 2015;</li><li>□ Work at Height Regulations 2005;</li><li>□ Control of Substances Hazardous to Health Regulations 2002;</li><li>□ Management of Health and Safety at Work Regulations 1999;</li><li>□ Lifting Operations and Lifting Equipment Regulations 1998;</li><li>□ Electrical Equipment (Safety) Regulations 1994;</li> <li>□ Manual Handling Operations Regulations 1992;</li> <li>□ Personal Protective Equipment at Work Regulations 1992; and where required:<ul style="list-style-type: none"><li>○ When required BS5837:2012.</li><li>○ Party Wall, etc Act 1996.</li></ul></li></ul>
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Standard	<ul style="list-style-type: none"> <li>□ The landscaping and grounds maintenance Service may be integrated with other external Services (such as cleaning and soft landscaping maintenance) so that there shall be no duplication of tasks in external areas.</li> </ul>
	<ul style="list-style-type: none"> <li>○ All external hard surfaces are kept reasonably free of weeds, moss, lichen or any other organic growth and litter so as to present a tidy appearance at all times;</li> <li>□ The Service shall be delivered in line with Annex D - Property Classifications.</li> </ul>
<b>Service G2</b>	<b>SG2: Soft Landscaping Services</b>



Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"><li>• Health and Safety at Work Act 1974;</li><li>• Construction (Design and Management) Regulations 2015;</li><li>• Work at Height Regulations 2005;</li><li>• Control of Substances Hazardous to Health Regulations 2002;</li><li>• Management of Health and Safety at Work Regulations 1999;</li><li>• Lifting Operations and Lifting Equipment Regulations 1998;</li><li>• Electrical Equipment (Safety) Regulations 1994;</li><li>• Manual Handling Operations Regulations 1992;</li><li>• Personal Protective Equipment at Work Regulations 1992; and where required:<ul style="list-style-type: none"><li>○ When required BS5837:2012.</li></ul></li></ul>
	<ul style="list-style-type: none"><li>○ Party Wall, etc Act 1996.</li></ul>

Standard	<ul style="list-style-type: none"> <li>□ The landscaping and grounds maintenance Service may be integrated with other external Services (such as cleaning and hard landscaping maintenance) so that there shall be no duplication of tasks in external areas. All external areas shall be maintained in order to ensure the maintenance of healthy and vigorous plants with a tidy weed free appearance.</li> <li>□ All plants in beds and containers shall be maintained to ensure a pleasing and tidy appearance. All plants and shrubs shall be maintained so that they are healthy. All plants and shrubs, which have died or appear to be dying shall be removed and replaced as soon as possible by a suitable, comparable replacement. Plants chosen shall be low maintenance plants that require common maintenance to remain healthy and attractive.</li> <li>□ Grassed areas shall be maintained to a good aesthetic standard at all times with grass cuttings either composted at the Authority Premises and recycled or taken off-site and recycled.</li> <li>□ It shall be considered in every instance whether the use of any form of chemical (for uses including fertilizer, pesticide and herbicide) is strictly necessary before application.</li> <li>□ The use of chemicals specifically approved for the purpose for which it is intended shall be applied as dictated by the Control of Pesticides Regulations, the conditions of approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs.</li> <li>□ All chemicals shall be applied in accordance with manufacturers' instructions and in accordance with all</li> </ul>
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	<p>relevant Health and Safety codes.</p> <p>□ A maintenance schedule shall be implemented to ensure:</p> <ul style="list-style-type: none"><li>○ All plant specimens shall be kept to a height and form which is safe and accords with good horticultural practice; ○ All pots/ containers are cleaned and replaced where necessary; ○ All external soft landscaped areas are kept safe, clean and tidy;</li><li>○ Planned and Reactive Maintenance activities maintain areas of soft landscaping and planting safe, free of defects and prevent any dangers or hazards to the Authority, its staff and Building Users;</li><li>○ All areas are kept free of an accumulation of leaves, weeds and any other solid matter;</li><li>○ The Supplier is required to undertake pro-active reporting of damaging plant growth, i.e. ivy damaging property, Japanese knotweed etc.;</li><li>○ All external hard surfaces are kept reasonably free of weeds, moss, lichen or any other organic growth and litter so as to present a tidy appearance at all times; ○ All trees are maintained to ensure the safety of the Authority, its staff and Building Users; and</li></ul>
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<b>Service G3</b>	<b>SG3: Tree Surgery (Arboriculture)</b>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall ensure that staff carrying out tree surgery Services are National Proficiency Tests Council qualified in arboriculture, and that all work is carried out to the requirements of the relevant British Standard; BS 3998.</li> <li>• Any Subcontractor used by the Supplier for performing tree surgery Services shall be a full member of the Arboriculture Association.</li> <li>• The Supplier is required to seek both Authority and local Authority approval before trimming or felling any trees.</li> <li>• The Supplier shall ensure that Supplier Staff carrying out Tree Surgery Services are National Proficiency Tests Council qualified in arboriculture.</li> </ul>
<b>Service G4</b>	<b>SG4: Planned Snow and Ice Clearance Services</b>
Standard	<p>□ Snow clearance and gritting responsibilities shall be fully outlined as to determine responsibility and extent of Service.</p>
<b>Service G5</b>	<b>SG5: Reactive Snow and Ice Clearance Services</b>

Standard	<input type="checkbox"/> Snow clearance and gritting responsibilities shall be fully outlined as to determine responsibility and extent of Service.
<b>Service G6</b>	<b>SG6: Reservoirs, Ponds, River Walls and Water Feature Maintenance</b>

Standard	<ul style="list-style-type: none"> <li>• The Supplier shall manage the water levels in lakes and reservoirs in compliance with the Reservoir Act 1975 and subsequent amendments.</li> <li>• The Supplier shall be required to carry out risk assessments on potential erosion or breaching of the lake or reservoir.</li> <li>• The Supplier shall ensure that there are no discharge of pollutants into waterways and the Supplier shall comply with Environmental Permitting (England and Wales) Regulations 2010 (and as updated) at all times. Where there are exemptions, the Supplier shall obtain appropriate permissions.</li> <li>• The Supplier shall ensure that water quality testing and reporting is in-line with environment agency best practise, including L8 (The control of legionella bacteria in water systems) testing of water features.</li> </ul>
<b>Service G7</b>	<b>SG7: Internal Planting - Not Required</b>
<b>Service G8</b>	<b>SG8: Cut Flowers and Christmas Trees - Not Required</b>
<b>WORK PACKAGE H – CATERING SERVICES</b>	

General Requirements	
Legislation, ACoP or similar industry	<ul style="list-style-type: none"> <li>● The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</li> </ul>
or Government guidelines	<ul style="list-style-type: none"> <li>◦ Waste and Resources Action Programme's (WRAP) Hospitality and Food Service Voluntary Agreement;</li> <li>◦ Government Buying Standards;</li> <li>◦ Food Safety legislation;</li> <li>◦ Food labelling legislation;</li> <li>◦ Responsibility Deal;</li> <li>◦ Greening Government Commitments;</li> <li>◦ Food for Life – Catering Mark;</li> <li>◦ Hazard Analysis and Critical Control Point (HACCP);</li> <li>◦ Control of Substances Hazardous to Health (CoSHH);</li> </ul>

	<ul style="list-style-type: none"><li>◦ Waste Scotland Regulations (2012) (for all sites within Scotland);</li><li>◦ Food Safety (Temperature Control) Regulations 1995;</li><li>◦ Food Safety Act 1990;</li><li>◦ Manual Handling at Work; and</li></ul>
	<ul style="list-style-type: none"><li>◦ Health and Safety at Work Act.</li></ul>

<p>Sustainability, Nutrition and Procurement</p>	<ul style="list-style-type: none"> <li>● Government Buying Standards for food and catering shall be applied to Catering Services. The five broad areas are: <ul style="list-style-type: none"> <li>○ Sustainable food production; meeting high standards of farming and food processing;</li> <li>○ Nutrition, including food procurement, menu development and provision, food preparation and food service;</li> <li>○ Resource efficiency; ensuring energy efficiency, efficient use of water, waste prevention and good management; ○ Social and economic value – achieving wider social benefits for the community; and</li> <li>○ Quality of service provision.</li> </ul> </li>   <li>●</li> </ul> <p>Under the Greening Government Commitments, Authority's will be open and transparent on the steps they are taking to address procurement of food and catering services: including action taken within the context of overarching priorities of value for money and streamlining procurement, to encourage the procurement of food that meets British or equivalent production Standards insofar as possible and to reduce the environmental impacts of food and catering services and support a healthy balanced diet.</p>
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- Where catering operations are in place the Government Buying Standard for food and catering shall be applied.

<b>Service H1</b>	<b>SH1: Chilled Potable Water</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:           <ul style="list-style-type: none"> <li>○ Drinking Water Directive 1998.</li> </ul> </li> </ul>
Standard	<ul style="list-style-type: none"> <li>□ It is Government policy not to provide bottled water as a method of supplying chilled water at Authority Premises, and therefore should only be considered by the Supplier where no other system is possible. Where bottled water is to be provided, the Supplier shall provide a cost per bottle prior to order and an indication of expected usage.</li> </ul>
<b>Service H2</b>	<b>SH2: Convenience Store / Retail Services</b>

Standard	<ul style="list-style-type: none"> <li>• The General Requirements for Catering Management shall apply.</li> <li>• The Supplier shall be responsible for the provision of a fully stocked retail outlet located within the building or site as availability of accommodation or space allows. The Supplier shall consider product range to help promote access to products low in energy, fat, saturated fat, salt and sugar. Cash &amp; card options to be available (as appropriate) in line with existing card capable systems.</li> <li>• The Supplier shall integrate payment methods with building passes where required to do so by the Authority.</li> </ul>
<b>Service H3</b>	<b>SH3: Deli/Coffee Bar</b>

Standard	<p>□ The General Requirements for Catering Management shall apply.</p>
<b>Service H4</b>	<b>SH4: Events and Functions</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for Catering Management shall apply.</li> <li>• Compliance with Government hospitality policies is essential at all times.</li> <li>• The Supplier shall be responsible for the provision of all equipment to perform the Service.</li> <li>• The Supplier shall be aware of and adhere to the zero waste events guide produced by Waste and Resources Action Programme (WRAP).</li> </ul>
<b>Service H5</b>	<b>SH5: Full Service Restaurant</b>

Standard	<ul style="list-style-type: none"><li>• The General Requirements for Catering Management shall apply.</li><li>• The Supplier shall ensure that, as a minimum, a member of the management/supervisory team and/or senior chef is physically present in the serving and dining areas during main meal service periods and at other key times as appropriate.</li><li>• Supplier Staff shall be well presented, wear clean and ironed uniforms and name badges in a style approved by the Authority, have received appropriate training and undertake their duties in a professional, pleasant and attentive manner.</li><li>• Re-cycle bins shall be regularly checked by the Supplier and refuse shall be removed to the refuse area when full.</li></ul>
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	<p>□ The Supplier shall ensure that the restaurant is to be open, operational and ready to provide catering services between the hours specified in the Service requirements on each Working Day.</p>
<b>Service H6</b>	<b>SH6: Hospitality and Meetings</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for catering management shall apply.</li> <li>• Compliance with Government hospitality policies shall be adhered to at all times.</li> <li>• Charges shall be via a pass-through arrangement (food, labour &amp; overhead).</li> <li>• The Supplier shall be responsible for the provision of all equipment to perform the Service.</li> </ul>
<b>Service H7</b>	<b>SH7: Outside Catering – NOT REQUIRED</b>
<b>Service H8</b>	<b>SH8: Trolley Service – NOT REQUIRED</b>
<b>Service H9</b>	<b>SH9: Vending Services (Food and Beverages)</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>● The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply: <ul style="list-style-type: none"> <li>◦ Regulation (EC) 852/2004</li> </ul> </li> </ul>

Standard	<ul style="list-style-type: none"> <li>● The General Requirements for catering management shall apply.</li> </ul>
	<ul style="list-style-type: none"> <li>● Guidance should be sought from the various trade and governing bodies for the sector including: <ul style="list-style-type: none"> <li>◦ The Automatic Vending Association (AVA).</li> </ul> </li> <li>● The Supplier shall be responsible for ensuring that vending activity complies with Government Buying Solutions guidance.</li> <li>● The Supplier shall be responsible for all maintenance of vending machines located at Authority Premises.</li> <li>● Cash &amp; card options to be available (as appropriate).</li> </ul>
Service H10	<b>SH10: Residential Catering Services – NOT REQUIRED</b>

<b>WORK PACKAGE I – CLEANING SERVICES</b>
<b>General Requirements</b>

<p>Legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines</p>	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>● British Institute of Cleaning Science (BICS) Edition 6;</li> <li>● National Standards of Health Care Cleanliness 2021 (where applicable)</li> <li>● Control of Substances Hazardous to Health (CoSHH);</li> <li>● Health and Safety at Work Act 1974;</li> <li>● The Solvent Emissions (England and Wales) Regulations 2004 (European Directive 1999/13/EC (the "SED" Regulations));</li> <li>● The Environmental Protection Act 1990 (the "EPA");</li> <li>● Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations);</li> <li>● NLR5 – 0473 - national spec - cleanliness-NHS-2007-04-v1;</li> <li>● PAS 5274 – The Specification for the Planning, Application &amp; Measurement of Cleanliness Services in Hospitals; and</li> </ul>
	<ul style="list-style-type: none"> <li>● The National Specification for Cleanliness in NHS / The Revised Healthcare Cleaning Manual.</li> </ul>

Sustainability	<ul style="list-style-type: none"> <li>• Compliance with Government Buying Standards for Cleaning Products and Services.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• Cleaning is to be carried out using cleaning methods which will achieve a good standard of cleaning, leaving the Asset free from dirt, marks and smears, and preserving the original condition and appearance of the Asset, given due consideration of its age and condition.</li> <li>• Supplier is to evidence that Supplier Staff are trained and accredited to deliver to BICS Standards and/or National Standards of Health Care Cleanliness 2021 (where applicable) and are competent in their duties.</li> <li>• The standard of cleaning as specified for each area is to be evident at the start of each Working Day or as specified by the Authority. To enable the requirements of the Authority to be met, as well as introducing an opportunity for the Supplier to use their skills and judgement to achieve cost effective and efficient Services.</li> <li>• To ensure that the Supplier can deliver the required level and quality of Service, a clear desk policy should be considered (where appropriate) and where it can be enforced without undue impact on the daily operation(s) by the Authority.</li> <li>•</li> </ul> <p>The Supplier shall develop and implement a resource management plan that will set targets and responsibilities for meeting or exceeding operational resource efficiency targets including energy and water consumption and waste production. The structure and format of the resource management plan shall be agreed by the Authority at Starting Date.</p>



	<ul style="list-style-type: none"> <li>• These Standards will be applied across the Authority Premises as the Standard to be applied to all cleaning</li> </ul>
	<p>activity.</p> <ul style="list-style-type: none"> <li>• Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</li> <li>• Where appropriate the Hazard Analysis and Critical Control Point (HACCP) system should be adopted to ensure the areas cleaned appropriately depending on the circumstances of the food/vending operation.</li> <li>• The Service shall be delivered in line with Annex D - Property Classification.</li> </ul>
<b>Service I1</b>	<b>S11: Routine Cleaning Services</b>

Standard	<ul style="list-style-type: none"> <li>• The General Requirements for cleaning shall apply.</li> <li>• The Supplier shall ensure that environmentally preferable cleaning products and processes comply with the mandatory level of the Government Buying Standard for cleaning products and services: <ul style="list-style-type: none"> <li>○ Paper products; ○</li> <li>Cleaning products; ○</li> <li>Liquid Soap; ○ Air</li> <li>Fresh products;</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ Bin Liners; and ○ Sanitary</li> </ul> <p>vending consumables.</p> <ul style="list-style-type: none"> <li>• Guidance should be sought from the various trade and governing bodies for the sector associated with telephone sanitisation services including: <ul style="list-style-type: none"> <li>○ The Cleaning and Support Services Association (CSSA).</li> </ul> </li> <li>• Where appropriate the Hazard Analysis and Critical Control Point (HACCP) system must be adopted to ensure the areas cleaned appropriately depending on the circumstances of the food/vending operation.</li> </ul>

<b>Service I2</b>	<b>SI2: Infection Control / Touchpoint Cleaning Services – NOT REQUIRED</b>
<b>Service I3</b>	<b>SI3: Cleaning of integral barrier mats</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for cleaning shall apply.</li> <li>• Maintenance and cleaning will be in line with Good Industry Practice.</li> <li>• Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</li> <li>• Current BICS (Edition 6) cleaning Standards for soft flooring are to be applied.</li> <li>• National Standards of Health Care Cleanliness 2021 (where applicable)</li> </ul>
<b>Service I4</b>	<b>SI4: Mobile Cleaning Services</b>

Standard	<ul style="list-style-type: none"> <li>• The General Requirements for cleaning shall apply.</li> <li>• The Supplier shall ensure that environmentally preferable cleaning products and processes comply with the mandatory level of the Government Buying Standard for cleaning products and services: <ul style="list-style-type: none"> <li>○ Paper products; ○ Cleaning products; ○ Liquid Soap; ○ Air Fresh</li> <li>products; ○ Bin Liners; and ○ Sanitary vending consumables.</li> </ul> </li> <li>• Guidance should be sought from the various trade and governing bodies for the sector associated with telephone sanitisation services including: <ul style="list-style-type: none"> <li>○ The Cleaning and Support Services Association (CSSA).</li> </ul> </li> <li>• Where appropriate the Hazard Analysis and Critical Control Point (HACCP) system should be adopted to</li> </ul>
	ensure the areas cleaned appropriately depending on the circumstances of the food/vending operation.

Service I5	SI5: Deep Cleaning (Periodic) Services
Standard	<ul style="list-style-type: none"> <li>• The Standards below will be carried out using the same principles to the general requirements and for regular cleaning tasks but with a greater level of effort and application with the intention of re-generating the appearance of the item or product being cleaned whether a wall or floor finish or piece of equipment including a baking tray or oven.</li> <li>• Current BICS (Edition 6) cleaning Standards are to be applied.</li> <li>• National Standards of Health Care Cleanliness 2021 (where applicable)</li> <li>• Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</li> <li>• A periodic schedule for the following areas and items shall be drawn up with the agreed Standard applied:</li> <li>• Deep cleaning of hygiene areas (including First Aid rooms, laboratories etc.) and to include fridges, kettles (including water boilers) microwave ovens and soap dispensers;</li> <li>• Hard floors (including tiled, cast, wooden, laminate);</li> <li>• Carpets (including entry matting, barrier matting);</li> </ul>
	<ul style="list-style-type: none"> <li>□ Soft Furnishings (including curtains, cushions);</li> </ul>

□ Blinds/window dressings;

□ Desks;

□ Telephones and IT equipment; and

□ External areas such as bin sheds/compounds and publicly visible/used areas.

□

High level ledges and surfaces (generally above 1.8 metres – or as agreed in the Contract with the Authority) including edges, corners, folds and crevices will be cleaned a minimum of six times a Year (or as detailed by the Authority in the Contract to prevent the build-up of dust and debris using appropriate access equipment as necessary. The process shall render them free from ingrained dirt and dust, void of all stains and markings.

□

The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including scrubber driers, rotary buffers, steam cleaners and pressure washers.

□

The Supplier shall ensure that Supplier Staff are trained and/or qualified under the International Powered Access Federation (IPAF) and The Industrial Rope Access Trade Association (IRATA).

□ Guidance should also be sought from the various trade and governing bodies for the sector including the following:

	<p>□ The Association of Approved Oven Cleaners.</p>
<b>Service I6</b>	<b>SI6: Cleaning of external areas</b>
Standard	<ul style="list-style-type: none"> <li>• Supplier shall ensure that Supplier Staff are trained to undertake the tasks demanded of them.</li> <li>• The cleaning methods will comply with any manufacturer's recommendation for the cleaning of the external building fabric.</li> <li>• The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including scrubber driers, rotary buffers, steam cleaners and pressure washers.</li> </ul>
<b>Service I7</b>	<b>SI7: Window Cleaning (Internal)</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>○ The Environmental Protection Act 1990 (the "<b>EPA</b>"); and</li> <li>○ Pollution Prevention and Control Regulations 2000 (the "<b>PPC</b>" Regulations).</li> </ul>



Standard	<p>The general requirements for cleaning shall apply.</p> <ul style="list-style-type: none"> <li>□ All windows to be left free of any dirt, streaks, smears or runs, and window frames are to be clear of any dirty water marks resulting from the cleaning task.</li> </ul>
	<ul style="list-style-type: none"> <li>• Guidance should be sought from the various trade and governing bodies for the sector including:</li> <li>• The British Window Cleaning Academy.</li> <li>• The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including high level clean and reach systems, steam cleaners and pressure washers.</li> <li>• Where appropriate, the Supplier shall ensure that all Supplier Staff are trained and qualified under the International Powered Access Federation (IPAF) and The Industrial Rope Access Trade Association (IRATA).</li> <li>• Maintenance procedures will be appropriate to the finish of the fixture or windowpane and will comply with manufacturer's requirements, in line with Good Industry Practice.</li> </ul>
<b>Service I8</b>	<b>SI8: Window Cleaning (External)</b>



Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"><li>○ The Environmental Protection Act 1990 (the “<b>EPA</b>”); and</li><li>○ Pollution Prevention and Control Regulations 2000 (the “<b>PPC</b>” Regulations).</li></ul>
Standard	<p>The general requirements for cleaning shall apply.</p> <p>□ All windows to be left free of any dirt, streaks, smears or runs, and window frames are to be clear of any dirty</p>

	<p>water marks resulting from the cleaning task.</p> <ul style="list-style-type: none"> <li>Guidance must be sought from the various trade and governing bodies for the sector including the following: <ul style="list-style-type: none"> <li>The British Window Cleaning Academy.</li> </ul> </li> <li>Supplier Staff shall be trained in the use of industrial cleaning equipment such as, including high level clean and reach systems, steam cleaners and pressure washers.</li> <li>Where appropriate Supplier Staff shall be trained and qualified under the International Powered Access Federation (IPAF) and The Industrial Rope Access Trade Association (IRATA).</li> <li>Maintenance procedures will be appropriate to the finish of the fixture or windowpane and will comply with manufacturer's requirements, in line with Good Industry Practice.</li> </ul>
<b>Service I9</b>	<b>SI9: Cleaning of communication and equipment rooms</b>
Standard	<ul style="list-style-type: none"> <li>The General Requirements for cleaning shall apply.</li> <li>The scope shall include 'Comms' rooms, data centres and any other space related to or supporting IT equipment</li> </ul>
<b>Service I10</b>	<b>SI10: Reactive Cleaning (Outside Cleaning Operational Hours)</b>

Standard	<p>□ A reactive cleaning Service (outside of cleaning operational hours) shall be provided in order to maintain</p>
	<p>the full and safe use of the Authority Premises.</p> <p>□ The general standards for cleaning shall apply.</p>
Service I11	<b>SI11: Housekeeping Services – NOT REQUIRED</b>
Service I12	<b>S112: IT Equipment Cleaning - NOT REQUIRED</b>
Service I13	<b>SI13: Specialist Cleaning – NOT REQUIRED</b>
Service I14	<b>S114: Cleaning of Curtains and Window Blinds</b>
Standard	<ul style="list-style-type: none"> <li>• Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</li> <li>• The frequency of cleaning shall be agreed with the Authority.</li> </ul>
Service I15	<b>S115: Medical and Clinical Cleaning – NOT REQUIRED</b>
Service I16	<b>S116: Pest Control Services</b>

Legislation, ACoP or similar industry or Government guidelines	<div><div><div>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</div><div><div>○ Prevention of Damage by Pests Act 1949;</div></div></div></div>
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WORKPACKAGE J: WORKPLACE FM SERVICES	
Service J1	SJ1: Mail Services

	<ul style="list-style-type: none"> <li>○ The Control of Pesticides Regulations (COPR) 1986 (SI 1986/1510); and</li> <li>○ Protection of Animals (as amended).</li> </ul>
Standard	<p>There is no specific Service Standard for this Service. Guidance shall be sought from the various trade and governing bodies for the sector including the following: □ British Pest Control Association (BPCA); and □ The Royal Society for Public Health (RSPH).</p> <ul style="list-style-type: none"> <li>• A risk assessment shall be carried out to determine what pest control methods are to be used.</li> <li>• A Control of Substances Hazardous to Health (CoSHH) register shall be prepared and maintained for all substances used within the pest control function.</li> </ul>
Service I17	<b>S117: Linen and Laundry Services – NOT REQUIRED</b>
Service I18	<b>S118: Hotel Services – NOT REQUIRED</b>

Standard	<ul style="list-style-type: none"> <li>● See Internal Messenger Service.</li> </ul>
<b>Service J2</b>	<b>SJ2: Internal Messenger Service</b>
Legislation, ACoP or similar industry or Government guidelines	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>• HMG Infosec Standard 5 (IS5);</li> <li>• General Data Protection Regulation (GDPR);</li> <li>• Centre for Protection of National Infrastructure (CPNI);</li> <li>• Communications Electronic Security Group (CESG) – Good Practice Guide No. 53;</li> <li>• The Government Security Classifications Policy (2014); and</li> <li>• The Supplier shall ensure that the paper and paper products such as envelopes used in the delivery of the Service shall be compliant with the requirements of the Government Buying Standard on paper and paper products.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The Supplier shall arrange for the Supplier's messenger staff to collect messages and other items from the main point of delivery and distribute this to the designated drop off points within each Authority Premises.</li> <li>• The Supplier shall ensure that the collections and deliveries from collection and drop-off points shall take place</li> </ul>



	at the relevant times determined by the Authority during Operational Working Hours at all times.
<b>Service J3</b>	<b>SJ3: Courier Booking and Distribution Service – NOT REQUIRED</b>
<b>Service J4</b>	<b>SJ4: Repairperson Services – NOT REQUIRED</b>
<b>Service J5</b>	<b>SJ5: Move and Space Management (Internal Moves)</b>
Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>○ Current legislation, Government Guidance and best practice (including High Performing Properties, Achieving Excellence, Revitalising Health and Safety, Sustainable Development, Design Quality, and Gateway reviews) shall be adhered to at all times; and</li> </ul> <p>All space planning/management advice must comply with the above policies and with the current version of Appraisal and Evaluation in central Government and “The Green Book” Treasury Guidance.</p>

Standard	<ul style="list-style-type: none"> <li>• Where possible, space redesign must provide a working space of no more than eight (8) m<sup>2</sup> per workstation.</li> <li>• The following areas shall be included in all move management exercises: <ul style="list-style-type: none"> <li>○ Planning – documented preparation of move plans; ○</li> <li>Updating CAD drawings and Asset registers;</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>○ Providing full CAD drawings where only paper versions are currently available; ○ Stakeholder management; ○ Movement of furniture, equipment and personal effects; ○ Management of Supplier and Supplier staff; ○ Liaison with other relevant suppliers (e.g. IT and telecommunications, other specialist advisors; and ○ Post occupancy evaluation.</li> </ul> <p>□</p> <p>With regard to disposal of furniture, the relevant Government Buying Standard includes the statement that all Government departments and their agencies are encouraged to meet at least (five) 5 % of the office furniture and (ten) 10 % of the domestic/residential items through reuse/refurbish/re-upholster of their current furniture stock.</p>



	<ul style="list-style-type: none"> <li>□ This shall be embedded in the Authority's and the Government Property Unit's separate centralised commercial vehicle on office furniture.</li> <li>□ As ministerial office and residential accommodation may be involved, the Supplier shall recognize the special security implications affecting any alterations. The Authority shall work with the Supplier as required in those eventualities to assist in space planning exercises/negotiations.</li> <li>□ The Service shall be delivered in line with Annex D - Property Classification.</li> </ul>
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Service J6	SJ6: Portage
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</li> <li>• Manual Handling Operations Regulations 1992 (as amended);</li> <li>• The Management of Health and Safety at Work Regulations 1999;</li> <li>• Provision and Use of Work Equipment Regulations 1998; and</li> <li>• Operations and Lifting Equipment Regulations 1998 (LOLER).</li> </ul>

Standard	<ul style="list-style-type: none"> <li>• In delivering the Porterage Service, the Supplier shall at all times, seek to optimise staffing arrangements of Supplier staff, to take advantage of any synergies between other Services delivered at each Authority Premises for example: repairperson Services and flag flying, therefore demonstrating value for money to the Authority.</li> <li>• The porterage Service shall be controlled entirely by the Helpdesk and shall be subject to the relevant performance measures.</li> <li>• All Supplier staff shall have undertaken appropriate training including manual handling course and Authority service skills and be otherwise appropriately professionally trained for their duties.</li> </ul>
<b>Service J7</b>	<b>SJ7: Clocks</b>
Standard	<ul style="list-style-type: none"> <li>□ The Supplier shall ensure that clocks are in working order and display the correct time (taking into account British Summer Time (BST) and Greenwich Mean Time (GMT) variations).             <ul style="list-style-type: none"> <li>○ Clocks shall be maintained in line with manufacturer's recommendations and common Good Industry Practices.</li> </ul> </li> </ul>
<b>Service J8</b>	<b>SJ8: Signage</b>

Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"><li>○ The Health and Safety (Safety Signs and Signals) Regulations 1996;</li><li>○ BS5499-1:1990; ○ BS5499-4:2000; and ○ The Traffic Signs Regulations and General Directions (TSRGD) 2002.</li></ul>
Standard	<p>□ Guidance shall be sought from the various trade and governing bodies for the sector including:</p> <ul style="list-style-type: none"><li>○ British Approvals for Fire Equipment (BAFE); ○ Driving Standards Agency (DSA); ○ British Parking Association; ○ All timber signage shall comply with the requirements of the Government's Timber Procurement Policy (see: <a href="http://www.cpet.org.uk">www.cpet.org.uk</a>); and</li></ul>

	<ul style="list-style-type: none"> <li>○ All timber and wood-derived products for supply or use in performance of the contract shall be independently verifiable and come from:</li> <li>○ a legal source; and ○ a sustainable source, which can include a Forest Law Enforcement, Governance and Trade (FLEGT) licensed or equivalent source.</li> <li>• The Supplier must provide independent verification throughout Service Period demonstrating that all timber and wood-derived products used in the Contract meets the above requirement.</li> <li>• All signage shall be clean and clearly readable up to an acceptable distance.</li> <li>• External signage should not show signs of discolouration due to mould or verdi gris or like deposits.</li> </ul>
<b>Service J9</b>	<b>SJ9: Archiving (On Site) – NOT REQUIRED</b>
<b>Service J10</b>	<b>SJ10: Furniture Management</b>

Standard	<ul style="list-style-type: none"> <li>• The Government Buying Standards for the sustainable procurement of furniture.</li> <li>• With regard to disposal of furniture, the Government Buying Standard to be published in 2014 requires that furniture is advertised to other Government Authorities for reuse in the first instance</li> <li>• Where furniture cannot be reused or refurbished, general Waste Hierarchy principles should apply to its disposal.</li> <li>• Furniture can be disposed of through the disposal services authority</li> </ul>
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	<p>□ Maintenance shall be in line with manufacturers' recommendations and common Good Industry Practices. Furniture shall be recycled where possible.</p>
<b>Service J11</b>	<b>SJ11: Space Management</b>
Standard	<p>□ See Move and Space Management (SJ5).</p>
<b>Service J12</b>	<b>SJ12: Cable Management</b>
Standard	<ul style="list-style-type: none"> <li>• The general requirements for cable Management shall apply.</li> <li>• Install and maintain in line with manufacturers recommendations and common Good Industry Practices.</li> </ul>
<b>Service J13</b>	<b>SJ13: Reprographics Service – NOT REQUIRED</b>



	Authority requirements.
<b>Service J14</b>	<b>SJ14: Stores and Goods Management Service – NOT REQUIRED</b>
<b>Service J15</b>	<b>SJ15: Portable Washroom Solutions</b>
Standard	<ul style="list-style-type: none"> <li>• The general requirements for portable washroom solutions shall apply.</li> <li>• The Supplier shall develop the Service with the Authority and shall deliver it in accordance with the specific Authority requirements.</li> </ul>
<b>Service J16</b>	<b>SJ16: Additional Support Services</b>
Standard	□ The Supplier shall develop the Service with the Authority and shall deliver it in accordance with the specific
<b>WORK PACKAGE K – VISITOR SUPPORT SERVICES – NOT REQUIRED</b>	

#### **WORK PACKAGE L: SECURITY SERVICES (L1 to L11 as amended by the Authority)**

**SL1 to SL11**

<p>Legislation, ACoP or similar industry or Government guidelines</p>	<ul style="list-style-type: none"> <li>• The general requirements for security services shall apply.</li> <li>• Operate and maintain systems in line with manufacturers' recommendations and common Good Industry Practices, in accordance with statutory/legal compliance and maintenance requirements. This includes Fireman Lifts and Lift evacuation systems.</li> <li>• National Protective Security Authority (NPSA) - the UK government's National Technical Authority for physical and personnel protective security</li> <li>• Data Protection Act (DPS)</li> <li>• Freedom of Information Act (FOI);</li> <li>• The Protection of Freedoms Act (POFA);</li> <li>• The Human Rights Act (HRA);</li> <li>• The Information Commissioner's Office (ICO) Data Protection code of practice; and</li> </ul>
	<ul style="list-style-type: none"> <li>□ The Surveillance Camera Commissioner's Office (SCCO) code of practice.</li> <li>□ SFG20</li> <li>□ Supporting document - Annex L, Management of Statutory Compliance, PPMs and Work Delivery</li> <li>□ PD 6662:2017 Scheme for the application of European Standards for intrusion and hold-up alarm system</li> <li>□ BS EN 50131-1:2018+A3:2020 Alarm systems – Intrusion and hold-up systems – System requirements</li> </ul>

- DD CLC/TS 50131-7:2010 Alarm systems. Intrusion and hold-up systems - Application guidelines
- BS8243:2021 Design, installation and configuration of intruder and hold-up alarm systems designed to generate confirmed alarm conditions. Code of practice
- BS 8473:2018 Intruder and hold-up alarm systems. Management of false alarms. Code of practice
- BS 9263:2016 Intruder and hold-up alarm systems. Commissioning, maintenance and remote support. Code of practice
- BS EN 62676-4:2015 Video surveillance systems for use in security applications - Application guidelines
- BS 8418:2021 Design, installation, commissioning and maintenance of detection-activated video surveillance systems (VSS). Code of practice
- National Police Chiefs' Council (NPCC) Police Requirements for Security Systems Including all Appendices
- United Kingdom Accreditation Service (UKAS) Certification Body for Security Industry (NSI or SSAIB)
- Department for Work and Pensions Performance Specification for Electronic Security Systems



Standard	<p>As detailed and defined in Work Package L1 to L11 – Technical Security Systems</p> <ul style="list-style-type: none"> <li>• Service L1 – Design, Supply, Install, Commission and Maintenance of Technical Security System</li> <li>• Service L2 Technical Security Systems - False Alarm Management (FAM) &amp; Police Unique Reference Number (URN) Management</li> <li>• Service L3 Planned Preventative Maintenance (PPM) delivered by Onsite attendance or Remote Routine Inspection</li> <li>• Service L4 Technical Security System Remedial Maintenance following an On-site or Remote PPM</li> <li>• Service L5 Technical Security System Reactive Maintenance Services</li> <li>• Service L6 Technical Security System – Video Surveillance System (VSS) / Body Worn Camera (BWC) Evidence Retrieval</li> <li>• Service L7 Technical Security System - Data Protection Act Information (DPA) Request – Data Redaction Service</li> <li>• Service L8 Technical Security System Quotations</li> <li>• Service L9 Technical Security Systems Software Maintenance and Updates</li> <li>• Service L10 - Technical Security System Maintenance and the Security Control Centre (SCC)</li> <li>• Service L11 - Technical Security System Maintenance and the Guarding Services</li> </ul>
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## WORK PACKAGE M – WASTE SERVICE

### General Requirements

<p>Legislation, ACoP or similar industry or Government guidelines</p>	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>• Waste (England and Wales) Regulations 2011;</li> <li>• The Controlled Waste (England and Wales) Regulations 2012;</li> <li>• The Waste (Miscellaneous Provisions) (Wales) Regulations 2011;</li> <li>• The Waste (Scotland) Regulations 2011;</li> <li>• The Special Waste Regulations 1996;</li> <li>• Hazardous Waste Regulations (Northern Ireland) 2005;</li> <li>• The Hazardous Waste (England and Wales) Regulations 2005;</li> <li>• The Environmental Protection Act 1990 (the “<b>EPA</b>”);</li> <li>• Pollution Prevention and Control Regulations 2000 (the “<b>PPC</b>” Regulations);</li> <li>• 2007 Standard Industrial Classification (SIC);</li> </ul>
	<p>□ Waste Electrical and Electronic Equipment (WEEE) Regulations 2006; and</p>

	<ul style="list-style-type: none"> <li>□ The Government Security Classifications Policy (2014).</li> <li>□ Data Protection Act 2018;</li> <li>□ UK GDPR;</li> <li>□ Health Technical Memorandum 07/01 (Management and disposal of healthcare waste); and</li> <li>□ The Environmental Permitting (England and Wales) Regulations 2010 and Landfill Allowance Scheme (Wales)</li> </ul>
Health & Safety	<ul style="list-style-type: none"> <li>□ Dangerous Goods Regulations on labelling, containment and security for transport shall be adhered to.</li> <li>□ Control of Substances Hazardous to Health Regulations shall be adhered to.</li> </ul>
Sustainability	<p>□</p> <p>In fulfilment of its statutory duty of care, the Supplier and the Authority shall prevent the escape of waste and provide an accurate description of the waste being stored. The Authority will require the Supplier to provide full information on the methods of treatment and disposal of waste, showing clear evidence of where the waste is being taken and that consideration has been given to applying the Waste Hierarchy. As much of the waste as possible will be prepared for re-use (especially IT equipment and furniture), recycled or used for energy recovery, rather than sent to landfill.</p>

	<p>□ All waste initiatives must at least meet the agreed Greening Government Commitments and any successor framework and including the edict that:</p>
	<ul style="list-style-type: none"> <li>○ Government is to reduce the amount of waste it generates by 25% from a 2009/10 baseline;</li> <li>○ Government to ensure that redundant IT equipment is re-used (within Government, the public; sector or wider society) or responsibly recycled; and</li> <li>○ Food waste shall be source segregated, separately collected and treated according to the best practice level of the Government Buying Standard for Catering Services.</li> </ul> <ul style="list-style-type: none"> <li>• The Supplier shall develop and implement a waste prevention and management plan to commence at handover, which will outline how the waste management service will be provided in accordance with the waste hierarchy to reduce the quantity and hazardousness of waste produced, increase re-use and recycling, minimising the amount of waste going to landfill and robustly capture data on waste creation and disposal.</li> <li>• Regular reporting of waste and waste disposal will be captured as part of the Monthly Report.</li> <li>• Waste transfer information stored in the electronic duty of care (edoc) online system is available for inspection at any time by the Authority. (The electronic duty of care (edoc) online system is an online system to record waste transfers; the use of edoc eliminates the requirement for paper waste transfer notes).</li> </ul>

Service M1	SM1: On-Site / Mobile Classified Waste Shredding Services
Legislation, ACoP or similar industry or Government guidelines	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>□ BS EN 15713:2009;</li> </ul>
	<ul style="list-style-type: none"> <li>□ Data Protection Act 2018;</li> <li>□ UK GDPR;</li> <li>□ HMG Infosec Standard 5 ( IS5);</li> <li>□ Centre for Protection of National Infrastructure (CPNI);</li> <li>□ Communications Electronic Security Group (CESG);</li> <li>□ Security Policy Framework; and</li> <li>□ The Government Security Classifications Policy (2014).</li> </ul>

Standard	<ul style="list-style-type: none"><li>□ All Classified waste shall be disposed of as per the HMG Security Policy Framework.</li><li>□ The secure collection, storage, removal and disposal of all classified materials shall be done so that at no time are these materials out of the possession of the Supplier or the Authority and capable of being deciphered once disposed of.</li><li>□ The Supplier shall provide a confidential waste service in line with the requirements of the Closed Loop requirements as set out by the Authority where practical and appropriate.</li><li>□ The Supplier shall ensure that all personnel involved in the delivery of the Services possess the appropriate level of security clearance and wear photographic ID passes at all times whilst in attendance at Authority Premises.</li><li>□ All waste shall be treated in line with the current guidance as held in the revised Government Security</li></ul>
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	<p>Classifications 2014.</p> <ul style="list-style-type: none"><li>• The Service shall be delivered in line with Annex D - Property Classification.</li><li>• Reactive waste services will comply with the response times as detailed within the Contract.</li><li>• The Supplier shall respond with a Reactive Waste Disposal Service as per the requirements defined by the Authority. This will be an ad hoc service rather than regular or routine and will therefore be treated as such by the Authority.</li><li>• Waste reduction strategies shall be included through a waste minimisation plan to include monitoring of the reduction of waste and to reuse products and materials where possible.</li></ul>
<b>Service M2</b>	<b>SM2: Off-Site / Mobile Classified Waste Shredding Services</b>

Legislation, ACoP or similar industry or Government guidelines	<p>The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"><li>• BS EN 15713:2009;</li><li>• Data Protection Act 2018;</li><li>• UK GDPR;</li><li>• HMG Infosec Standard 5 ( IS5);</li><li>• Centre for Protection of National Infrastructure (CPNI);</li><li>• Communications Electronic Security Group (CESG);</li></ul>
	<ul style="list-style-type: none"><li>□ Security Policy Framework; and</li><li>□ The Government Security Classifications Policy (2014).</li></ul>



Standard	<ul style="list-style-type: none"><li>□ All Classified waste shall be disposed of as per the HMG Security Policy Framework.</li><li>□ The secure collection, storage, removal and disposal of all classified materials shall be done so that at no time are these materials out of the possession of the Supplier or the Authority and capable of being deciphered once disposed of.</li><li>□ The Supplier shall provide a confidential waste service in line with the requirements of the Closed Loop requirements as set out by the Authority where practical and appropriate.</li><li>□ The Supplier shall ensure that all personnel involved in the delivery of the Services possess the appropriate level of security clearance and wear photographic ID passes at all times whilst in attendance at Authority Premises.</li> <li>□ All waste shall be treated in line with the current guidance as held in the revised Government Security Classifications 2014.</li> <li>□ The Service shall be delivered in line with Annex D - Property Classification.</li> <li>□ Reactive waste services will comply with the response times as detailed within the Contract.</li> <li>□ The Supplier shall respond with a Reactive Waste Disposal Service as per the requirements defined by the Authority. This will be an ad hoc service rather than regular or routine and will therefore be treated as such by the Authority.</li></ul>
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	<p>□ Waste reduction strategies shall be included through a waste minimisation plan to include monitoring of the reduction of waste and to reuse products and materials where possible.</p>
<b>Service M3</b>	<b>SM3: General Waste</b>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for waste management shall apply.</li> <li>• Guidance should be sought from the various trade and governing bodies for the sector including the following:</li> <li>• Chartered Institution of Wastes Management (CIWM).</li> <li>• This Service shall consist of the collection, transport, treatment, recovery and disposal of all non-classified waste materials, including foodstuffs and cooking oil.</li> <li>• Government targets on waste shall be adhered to with performance reports against these targets included in all Monthly reporting. The Service may be integrated with the general cleaning Services so that by agreed times all areas are clear of all waste.</li> <li>• Waste reduction strategies shall be included through a waste minimisation plan to include monitoring of the reduction of waste and to reuse products and materials where possible.</li> </ul>
<b>Service M4</b>	<b>SM4: Recycled Waste and Waste for Re-Use</b>

Standard	<div><div>□ The General Requirements for waste management shall apply.</div></div>
	<div><div>□ Items that shall be recycled include:</div><div><div>○ Paper; ○ Cardboard; ○ Glass; ○ Plastic; ○ Metals; ○ Furniture;</div><div>○ Wood;</div><div>○ Textiles; ○ Toner Cartridges; ○ Organic materials/food waste; and ○ Inert materials and timber (if applicable).</div></div></div>

	<p>□ Weights of all materials recycled on a Monthly basis shall be recorded and made available during normal reporting sessions or upon request and meet current diversion from landfill initiatives.</p>
	<p>□ Guidance should be sought from the various trade and governing bodies for the sector including the following:</p> <ul style="list-style-type: none"> <li>○ The Recycling Association; ○ British Metals Recycling Association (BMRA); ○ Textile Recycling Association; and ○ UK Cartridge Remanufacturers Association.</li> </ul>
<b>Service M5</b>	<b>SM5: Hazardous Waste</b>
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</li> <li>• Dangerous Goods Regulations; and</li> <li>• Hazardous Waste (England and Wales) Regulations 2005.</li> </ul>

Standard	<ul style="list-style-type: none"> <li>○ The General Requirements for waste management shall apply.</li> <li>• All hazardous waste(s) shall be handled, transported, treated and/or disposed of in order to protect human health and the environment and taken to suitably authorised sites acting in compliance with the and taking account of labelling containment and security for transport.</li> <li>• The Supplier shall provide a discrete, practical and hygienic disposal service that meets with the expected and</li> </ul>
	<p>demonstrated demand at each site.</p> <p>□ Guidance should be sought from the various trade and governing bodies for the sector including:</p> <ul style="list-style-type: none"> <li>○ The Oil Recycling Association; and ○ The Motor Vehicle Dismantlers Association.</li> </ul>
<b>Service M6</b>	<b>SM6: Specialist Waste Destruction Services – NOT REQUIRED</b>
<b>Service M7</b>	<b>SM7: Clinical Waste – NOT REQUIRED</b>
<b>Service M8</b>	<b>SM8: Feminine Hygiene Waste</b>

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The Workplace (Health, Safety and Welfare) Regulations 1992;</li> <li>• The Water Industries Act 1991; and</li> <li>• The Environmental Protection Act 1990.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>• The General Requirements for Waste Services and Contract Management shall apply.</li> <li>• The Supplier shall develop the Service with the Authority and shall deliver it in accordance with the specific Authority requirements.</li> </ul>

#### WORK PACKAGE N – MISCELLANEOUS FM SERVICES

Service N1	SN1: Childcare Facility – NOT REQUIRED
Service N2	SN2: Sports and Leisure – NOT REQUIRED
Service N3	SN3: Transport, Driver and Vehicle Service – NOT REQUIRED
Service N4	SN4: First Aid and Medical Services



Legislation, ACoP or similar industry or Government guidelines	<p>□ The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> <li>○ First Aid Regulations 2013; ○ The Health and Safety (First-Aid) Regulations 1981; and ○ Diving at Work Regulations 1997.</li> </ul>
Standard	<p>□ The Supplier shall ensure that Supplier staff providing this Service are suitably qualified in order to deliver basic First Aid (First Response) and competent to refer casualties to a doctor or dentist if the injury / condition is more serious.</p>
<b>Service N5</b>	<b>SN5: Flag Flying Service</b>

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• The DCMS website indicates the times, dates and types of flags that need to be flown for specific occasions:</li> <li>• Health and Safety at Work Act1974.</li> <li>• The Work at Height Regulations 2005.</li> <li>• Where appropriate, staff shall be trained and/or qualified under the International Powered Access Federation (IPAF).</li> </ul>
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Standard	<ul style="list-style-type: none"> <li>• The DCMS website indicates the times, dates and types of flags that need to be flown for specific occasions. Certain sensitive sites will raise and lower flags at alternative times due to the presence of media.</li> <li>• The Supplier may explore the synergies between all other services when considering resourcing this Service i.e. Security.</li> <li>• The Supplier shall ensure that the appropriate Personal Protective Equipment (PPE) is utilised in every instance of Flag Flying to ensure the safety of Supplier Staff, Authority staff and Building Users and members of the public at all times.</li> </ul>
Service N6	<b>SN6: Journal, Magazine and Newspaper Supply – NOT REQUIRED</b>
Service N7	<b>SN7: Hairdressing Service – NOT REQUIRED</b>
Service N8	<b>SN8: Footwear Cobbling Service – NOT REQUIRED</b>
Service N9	<b>SN9: Provision of Chaplaincy Support Services – NOT REQUIRED</b>
Service N10	<b>SN10: Housing and Residential Accommodation Management – NOT REQUIRED</b>
Service N11	<b>SN11: Energy and utilities management bureau Services - NOT REQUIRED</b>
Service N12	<b>SN12: - Janitor Services – NOT REQUIRED</b>
Service N13	<b>SN13: Specialist Health FM Services – NOT REQUIRED</b>



**WORK PACKAGE O - Specialist (Defence) FM Services – NOT REQUIRED**

WORK PACKAGE Q – CAFM	
Service Q1	SQ1: NEC Contract Administration Tool
Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"><li>• Centre for the Protection of the National Infrastructure (CPNI).</li><li>• BS 25999: Business Continuity Management.</li><li>• ISO/IEC 27000:2016 Information technology–Security techniques-Information security management systemsOverarching vocabulary (fourth edition).</li><li>• ISO/IEC 27001:2013 Information technology–Security techniques-Information security management systemsRequirements (second edition).</li></ul>

	<ul style="list-style-type: none"><li>• ISO/IEC 27002:2013 Information technology–Security techniques-Information security management systemsSecurity controls (second edition).</li><li>• ISO/IEC 27003:2017 Information technology–Security techniques-Information security management systemsGuidance.</li><li>• ISO/IEC 27005:2011 Information technology–Security techniques-Information security Risk Management (second edition).</li><li>• ISO/IEC 27014:2013 Information technology-Security techniques-Governance for Information security.</li></ul>
Service Q2	SQ2: Hard FM / TFM CAFM Services

Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"> <li>• Centre for the Protection of the National Infrastructure (CPNI).</li> <li>• BS 25999: Business Continuity Management.</li> <li>• ISO/IEC 27000:2016 Information technology–Security techniques-Information security management systemsOverarching vocabulary (fourth edition).</li> <li>• ISO/IEC 27001:2013 Information technology–Security techniques-Information security management systemsRequirements (second edition).</li> <li>• ISO/IEC 27002:2013 Information technology–Security techniques-Information security management systemsSecurity controls (second edition).</li> <li>• ISO/IEC 27003:2017 Information technology–Security techniques-Information security management systemsGuidance.</li> </ul>
	<ul style="list-style-type: none"> <li>□ ISO/IEC 27005:2011 Information technology–Security techniques-Information security Risk Management (second edition).</li> <li>□ ISO/IEC 27014:2013 Information technology-Security techniques-Governance for Information security.</li> <li>□ The CAFM system shall have the capability to meet the requirements of Government Soft Landings (GSL).</li> <li>□ The CAFM system shall have the capability to meet the requirements of Business Information Modelling (BIM) mandated requirements across Central Government (currently BIM Level 2).</li> </ul>

	<ul style="list-style-type: none"> <li>□ PAS 1192:2 relates to project delivery within the suite of BIM standards and PAS 1192:3 relates to the management of information in operation of the Asset and aligns to ISO 55001.</li> <li>□ The CAFM system shall have the capability to codify Asset to Uniclass 2015, NRM3 and SFG20 coding.</li> <li>□ Uniclass Classification Tables.</li> <li>□ National Rules of Measurement (NRM3).</li> <li>□ Waste and Resources Action Programme's (WRAP) Mobile Asset Management Planning</li> <li>□ The UK Government Functional Standard GovS004</li> </ul>
Standard	<ul style="list-style-type: none"> <li>□ The CAFM System will be bespoke by the very nature in relation to the Authority activity. The Supplier shall automate the collection of Data and thereby influence the maintenance of the built environment and the delivery of facilities management Services. The Supplier shall integrate its Supplier CAFM System with the Authority's CAFM System (currently managed by the Authority's Integrator Supplier).</li> </ul>

## WORK PACKAGE R – HELPDESK SERVICES

Service R1	SR1: Helpdesk Services
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<p>Legislation, ACoP or similar industry or Government guidelines</p>	<ul style="list-style-type: none"> <li>• The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</li> <li>• Waste and Resources Action Programme's (WRAP) Mobile Asset Management Planning.</li> </ul>
<p>Standard</p>	<ul style="list-style-type: none"> <li>• The Supplier shall ensure that Supplier staff operating the Helpdesk, irrespective of the time of day, are capable of handling all Work Orders across all Services likely to be required under the Framework Agreement.</li> <li>• The Supplier shall ensure that all Supplier staff operating the Helpdesk are provided with documented training, to including: <ul style="list-style-type: none"> <li>○ Extensive training on the Supplier and Authority CAFM System package;</li> <li>○ Authority service skills; ○ Service call management; ○ Listening skills; ○ Escalation Procedures; ○ Supplier site inductions;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Annex N - Knowledge of Access and Permit to Work procedures, including Annex I, Competency Management Passport scheme;</li> <li>○ Authority BCDR and Emergency procedures;</li> <li>○ Training in respect of all operational areas of the Authority's premises; and</li> </ul> <p>□ The Helpdesk shall also:</p> <ul style="list-style-type: none"> <li>○ Provide a single phone line to the Authority (Authority Integrator Supplier's Helpdesk);</li> <li>○ Dedicated lift phone line</li> <li>○ Review work assignment to both maintenance staff and Subcontractors and ensure the correct allocation of the Service request is met within the Supplier's organisation;</li> <li>○ Track all logged work orders, proactively provide status updates to the Authority's Integrator Supplier</li> <li>○ CAFM or direct to the Helpdesk; and</li> <li>○ Support the Authority Integrator Supplier with responding to and managing customer satisfaction processes and complaints.</li> </ul>
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## WORK PACKAGE S – MANAGEMENT OF BILLABLE WORKS

<b>Service S1</b>	<b>SS1: Management of Billable Works; Small Works, Projects, Installation Works and Reactive Maintenance Works</b>
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Legislation, ACoP or similar industry or Government guidelines	<ul style="list-style-type: none"><li>• Contract Schedule 4 – Service Orders and Projects;</li><li>• For all minor refurbishments (as defined in BREEAM guidelines, and typically those over £500k) an appropriate environmental assessment process such as BREEAM or an equivalent (e.g. CEEQUAL, DREAM etc.) appropriate to the size, nature and impact of the project shall be carried out on all projects. Where BREEAM is used, all refurbishment projects are to achieve at least “very good” rating, unless site constraints or project objectives mean that this requirement conflicts with the obligation to achieve value for money. Where an alternative environmental assessment methodology is used, projects must seek to achieve equivalent ratings.</li><li>• RIBA Plan of Work 2020.</li><li>• Further Government Buying Standards also apply to the design and installation of equipment including air conditioning units, boilers, central heating systems, condensing units, lighting, paints and varnishes, showers, taps, toilets, urinal controls, and windows.</li><li>• In addition, there are Government Buying Standards for a range of electrical goods.</li><li>• All Defra guidelines where mandatory shall be adhered to. Non mandatory requirements shall be adopted where practicable:</li><li>• The Service shall be delivered in line with Annex D - Property Classification.</li></ul>
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Standard	<ul style="list-style-type: none"><li>□ The General Requirements for Management Services shall apply.</li><li>□ The Supplier shall develop the Service with the Authority and shall deliver it in accordance with the specific Authority requirements.</li><li>□ Compliance with external pricing metrics, for example the National Schedule of Rates (NSR) and RICs BCIS (Building Maintenance Pricing Data) where requested by the Authority during the Service Period.</li></ul>
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## BID PACK

### Department for Work & Pensions

### Further Competition under Lot 1c of Facilities Management & Workplace Services RM6232

ATTACHMENT 3 - SPECIFICATION

Appendix 1 – Government Buying Standards

# Appendix 1 – Government Buying Standards ("GBS") for Food and Catering

## Department for Environment, Food and Rural Affairs

<b>THE GOVERNMENT BUYING STANDARD FOR FOOD AND CATERING SERVICES<sup>1</sup></b>	
<sup>1</sup> Updated March 2015 to clarify wording regarding sweetened beverages	
<p>Central government procurers directly or through their catering contractors are required to apply this GBS. Others are encouraged to follow it. It includes a set of minimum mandatory standards for inclusion in tender specifications and contract performance conditions. It also includes some best practice standards which are recommended but not required.</p> <p>The Balanced Scorecard is a supporting tool to use in order to procure food and catering services. It goes beyond production standards, resource efficiency and nutrition helping provide a comprehensive tool for setting technical specifications and evaluating bids. It includes award criteria to reward good practice, and to further stimulate investment and innovation.</p>	
<b>IMPACT AREA</b>	<b>MANDATORY STANDARDS</b>
<b>A. Production, Processing and Distribution</b>	
1. Production Standards	<p>All food served must be produced in a way that meets</p> <p>UK legislative standards for food production, or equivalent standards. Please refer to Section 2 - Legislative standards of this document for a list of relevant legislation.</p> <p>If in any particular circumstances, this leads to a significant increase in costs which cannot reasonably be compensated for by savings elsewhere, the procuring authority shall agree with the catering contractor or supplier to depart from this requirement and the reasons for doing so shall be noted and recorded. This decision shall be signed off by the Head of Procurement or equivalent senior official of the government department or other public body.</p> <p>Procurers or catering contractors must ensure that food is verifiable as meeting these standards by either checking that farm inspection systems meet UK standards of inspection or their equivalent, or if not, that they are subject to an independent assurance system.</p>

2. Traceability of fresh, chilled and frozen produce	<p>Catering contractors or food suppliers shall ensure the traceability of fresh, chilled and frozen produce in accordance with current UK legislation or equivalent.<sup>2</sup></p> <p><sup>2</sup>Traceability and labelling of beef ,eggs, fish, shellfish, most fruit and vegetables, honey, olive oil, wine and imported poultry is covered by EU regulations. Regulations covering sheep meat, goat meat, swine meat and poultry will come into force in 2015. See <a href="#">here</a> for details.</p>
3. Authenticity	<p>The catering contractor or supplier must have systems in place to enable it to check and ensure authenticity of products.</p>
4. Origin of meat and dairy	<p>In line with the industry principles on country of origin information<sup>3</sup>, food and catering service suppliers shall indicate the origin of the meat, meat products and dairy products either on the menu or accompanying literature. If this is not practicable, then at minimum the information must be available and be provided on request to the procuring authority or end consumer.</p> <p><sup>3</sup><a href="http://www.fdf.org.uk/publicgeneral/principles_on_country_of_orig_in_information.pdf">http://www.fdf.org.uk/publicgeneral/principles_on_country_of_orig_in_information.pdf</a></p>
<b>Animal Welfare</b>	
5. Animal welfare	<p>All food served must be produced in a way that meets UK legislative standards for animal welfare, or equivalent standards. Please refer to: <a href="https://www.gov.uk/animal-welfare">https://www.gov.uk/animal-welfare</a></p> <p>UK standards are generally similar to EU standards for food production. There are, however, differences in animal welfare standards for some aspects of pig meat and broiler chicken production. Broiler chicken, pork and pork products must be compliant with UK standards, as set out in the Welfare of Farmed Animals Regulations 2007 (as amended).</p> <p>If in any particular circumstances, this leads to a significant increase in costs which cannot reasonably be compensated for by savings elsewhere, the procuring authority shall agree with the catering contractor or supplier to depart from this requirement and the reasons for doing so shall be noted and recorded. This decision shall be signed off by the Head of Procurement or equivalent senior official of the government department or other public body. In such an eventuality, EU standards</p>

	shall be met at minimum.
6. Eggs	All eggs, including fresh in-shell, liquid and powdered eggs, are sourced from systems that do not use conventional cages. If from a caged system, enriched cages must be used.
Environment	

7. Higher environmental Production standards	<p>At least 10% of the total monetary value of primary commodity (i.e. raw ingredient) food and drink procured shall be inspected and certified to:</p> <p>i) Publicly available Integrated Production (IP) or Integrated Farm Management (IFM) standards that require the systematic and integrated management, at farm level, of:</p> <ul style="list-style-type: none"> <li>- natural habitats &amp; biodiversity;</li> <li>- prevention and control of pollution;</li> <li>- energy, water and waste;</li> <li>- management of soils, landscape and watercourses;</li> </ul> <p>and contain within their scope requirements that are consistent with the definition of Integrated Pest Management (IPM) contained in European Council Directive 2009/128/EC</p> <p>OR</p> <p>ii) Publicly available organic standards compliant with European Council Regulation 834/2007 on organic production and labelling of organic products.</p> <p><b>NOTE:</b> The 10% is of the total monetary value and can be made up of any combination of commodities allowing the procurer flexibility to find the best solutions for their circumstances.</p>
8. Palm oil	<p>From the end of 2015 all palm oil (including palm kernel oil and products derived from palm oil) used for cooking and as an ingredient in food must be sustainably produced.<sup>4</sup></p> <p><sup>4</sup> Support and advice on procuring sustainable palm oil is available from <a href="http://www.cpet.org.uk/">http://www.cpet.org.uk/</a> (e-mail <a href="mailto:cpet@efeca.com">cpet@efeca.com</a>, telephone 01305 236 100).</p>

9. Fish	<p>All fish<sup>5</sup> are demonstrably sustainable with all wild-caught fish meeting the FAO Code of Conduct for Responsible Fisheries (includes Marine Stewardship Council certification and Marine Conservation Society 'fish to eat', or equivalent).</p> <p>No 'red list' or endangered species of farmed or wild fish shall be used (Marine Conservation Society 'fish to avoid').</p> <p><sup>5</sup> Fish includes all fish including where it is an ingredient in a composite product.</p>
<b>Variety and seasonality</b>	
10. Seasonal produce	In respect of the use of fresh produce, menus shall be designed to reflect the natural growing or production period for the UK, and in-season produce shall be highlighted on menus.
<b>B. Nutrition</b>	
11. Reducing Salt	Vegetables and boiled starchy foods such as rice, pasta and potatoes, are cooked without salt.
	Salt is not available on tables.
	At least 50% of meat and meat products, breads, breakfast cereals, soups and cooking sauces, ready meals and pre-packed sandwiches (procured by volume) meet Responsibility Deal salt targets and all stock preparations are lower salt varieties (i.e. below 0.6g/100mls).
12. Increasing Fruit and Vegetable Consumption	At least 50% of the volume of desserts available is based on fruit – which can be fresh, canned in fruit juice, dried or frozen.
	A portion of fruit is cheaper than a portion of hot or cold dessert.
	Meal deals include a starchy carbohydrate, vegetables and 1 portion of fruit.
13. Reducing Saturated Fat	Meat and meat products, biscuits, cakes and pastries (procured by volume) are lower in saturated fat where available. At least 50% of hard yellow cheese has a maximum total fat content of 25g/100g; at least 75% of ready meals contain less than 6g saturated fat per portion; at least 75% of milk is reduced fat; and at least 75% of oils and

	spreads are based on unsaturated fats.
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14. Cereals	At least 50% of breakfast cereals (procured by volume) are higher in fibre (i.e. more than 6g/100g) and do not exceed 22.5g/100g total sugars.
15. Fish	If caterers serve lunch and an evening meal, fish is provided twice a week, one of which is oily. If caterers only serve lunch or an evening meal, an oily fish is available at least once every 3 weeks.
<b>C. Resource Efficiency</b>	
16. Water	Tap water is visible and freely available and such provision is promoted.
	Pre-bottled water (mineral or spring) is not included in the hospitality menu.
17. Reducing Landfill	Where waste management is included in the contract, facilities shall be available to staff and customers for recycling cans, bottles, cardboard and plastics.
18. Food waste	<p>Food and catering supplier with <b>off-site</b> meal preparation operations shall provide evidence of a systematic approach to managing and minimising the impacts of waste throughout their direct operations i.e. those operations over which they have direct financial and/or operational control. This shall include evidence of a continual improvement cycle of objective setting, measurement, analysis, review and the implementation of improvements actions.</p> <p>Catering service suppliers which will supply <b>on-site</b> catering services shall:</p> <ul style="list-style-type: none"> <li>• Take steps to minimise food waste in their on- site operations by creating a food waste minimisation plan, describing what actions they will undertake<sup>6</sup></li> <li>• Review and revise the actions they are taking with suitable regularity so as to continue to reduce food waste wherever possible; and</li> <li>• Feed back to clients on progress and results with suitable regularity.</li> </ul> <p><sup>6</sup> A list of potential aspects and actions is provided in the guidance for implementing the Government Buying Standard for Food &amp; Catering. See the 'indicative checklist' in section 19:</p>



	<a href="http://sd.defra.gov.uk/documents/GBS-guidance-food.pdf">http://sd.defra.gov.uk/documents/GBS-guidance-food.pdf</a>
	The contracting authority shall check whether a separate food waste collection service can be provided. If the service can be provided, while achieving value for money, then it shall meet the best practice standard.

19. Energy Management	<p><b>Energy management policy (off-site catering operations)</b></p> <p>Catering service contractors with off-site preparation kitchen operations shall have in place an energy management policy appropriate to the nature and scale of their energy use and consumption. Their policy shall commit the organisation to the continual improvement of its energy performance</p> <p><b>Energy management policy (on-site catering operations)</b></p> <p>On-site catering operations shall be run in accordance with the host building's overall energy management policy.</p>
20. Catering equipment	<p>The minimum mandatory Government Buying Standards for catering equipment apply as well as the duty under Article 6 of the Energy Efficiency Directive.</p> <p>Kitchen taps shall have flow rates of not less than 5l/min delivered through either automatic shut off, screw down/lever, or spray taps; and non-flow rate elements shall meet the Enhanced Capital Allowance Scheme (ECA) Water Technology List criteria.</p>
21. Paper products	The minimum mandatory Government Buying Standards for paper products shall apply where relevant: e.g. kitchen paper, napkins and cardboard cups.
<b>D. Social-economic</b>	
22. Ethical trading	At least 50% of tea and coffee is fairly traded
23. Inclusion of SMEs	Provide opportunity for separate contracts for supply and distribution; and advertise all food-related tenders to SMEs.

24. Equality and diversity	<p>The catering contractor or food supplier shall have a written equality and diversity policy to help ensure it and its sub-contractors are compliant with employment law provisions in the UK Equality Act (2010). In addition, to ensure the procuring authority meets its public sector equality duty, the contractor or food supplier shall have a policy in place as to carrying out its business, such as in terms of awarding sub-contracts or procuring goods, in a way that is fair, open and transparent.</p>
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IMPACT AREA	BEST PRACTICE
<b>A. Production, Processing and Distribution</b>	
25. Environmental production standards	<p>At least 40% of the total monetary value of primary commodity (i.e. raw ingredient) food and drink procured shall be inspected and certified to:</p> <ul style="list-style-type: none"> <li>Publicly available Integrated Production standards or Integrated Farm Management standards; or</li> <li>Publicly available organic standards compliant with European Council Regulation (EC) No 834/2007 on organic production and labelling of organic products.</li> </ul>
<b>B. Nutrition</b>	
26. Snacks	Savoury snacks are only available in packet sizes of 30g or less.
27. Confectionery	Confectionery and packet sweet snacks are in the smallest standard single serve portion size available within the market and not to exceed 250kcal.
28. Sugar Sweetened Beverages	All sugar sweetened beverages to be no more than 330ml pack size and no more than 20% of beverages (procured by volume) may be sugar sweetened. No less than 80% of beverages (procured by volume) may be low calorie/no added sugar beverages (including fruit juice and water)
29. Menu analysis	Menu cycles are analysed to meet stated nutrient based standards relevant to the major population subgroup of the catering provision.
30. Calorie and allergen labelling	Menus (for food and beverages) include calorie and allergen labelling.
<b>C. Resource Efficiency</b>	
31. Environmental Management Systems	The contractor must prove its technical and professional capability to perform the environmental aspects of the contract through: an environmental management system (EMS) for catering services (such as EMAS, ISO 14001 or equivalent).

32. Packaging waste	<p>Packaging waste in delivering food for the catering service is minimised.</p> <p>i. tertiary and secondary packaging consists of at least 70% recycled cardboard; and</p> <p>ii. where other materials are used, the tertiary packaging must either be reusable or all materials contain some recycled content.</p>
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33. Food waste	<p>The food waste minimisation plan includes actions and estimated quantifiable reductions.</p> <p>The supplier ensures that appropriate training is given to staff to ensure best practice in terms of food waste minimisation.</p> <p>Surplus food that is fit for consumption is distributed for consumption rather than sent for disposal as waste</p> <p>E.g. gifted to charities / food banks.</p>
34. Energy efficiency	The on-site catering operation is run in accordance with the Carbon Trust food preparation and sector guide (CTV035).
35. Waste minimisation	Food and drink to be consumed in restaurants and canteens must be served using cutlery, glassware, and crockery which are reusable and washable.
36. Catering equipment	<p>The best practice Government Buying Standards for catering equipment apply where relevant:</p> <ul style="list-style-type: none"> <li>• Domestic Dishwashers</li> <li>• Commercial cooking equipment, including ovens, fryers and steam cookers</li> <li>• Domestic fridge freezers</li> </ul>
37. Paper products	Disposable paper products (e.g. napkins, kitchen tissue, and take-away food containers) meet the requirements of the EU Ecolabel, or equivalent.
<b>D. Social-economic</b>	

38. Ethical trading	All tea, coffee, cocoa and bananas are certified as fairly traded.
	<p>Where food is sourced from states that have not ratified the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998), or are not covered by the OECD Guidelines for Multinational Enterprise, the supplier of catering and food services shall carry out due diligence against ILO Declaration on Fundamental Principles and Rights at Work (1998).</p> <p>Risk based audits have been conducted against social / ethical supply chain standards e.g. SA8000 compliance, audit evidence for Ethical Trade Initiative (ETI) Base Code compliance, or equivalent.</p> <p>Working with suppliers to improve conditions through pro-active, direct engagement programmes.</p>
	<p>Dairy products meet the Voluntary Code of Practice on Best Practice on Contractual Relationships:  <a href="http://www.dairyuk.org/2014-04-23-11-00-42/vcop-home">http://www.dairyuk.org/2014-04-23-11-00-42/vcop-home</a>.</p> <p>Measures are taken to ensure fair dealing with farmers through, for example, the guidance contained in the Groceries Supply Code of Practice:  <a href="https://www.gov.uk/government/publications/groceries-supply-code-of-practice/groceries-supply-code-of-practice">https://www.gov.uk/government/publications/groceries-supply-code-of-practice/groceries-supply-code-of-practice</a></p>

<p>39. Inclusion of SMEs</p>	<ul style="list-style-type: none"> <li>i) Contracts are broken into “lots” to facilitate bids from small producers;</li> <li>ii) Contract documents are simplified, with a degree of standardisation. Requirements are clearly stated, up front;</li> <li>iii) Contract lengths are geared to achieve the best combination of price and product;</li> <li>iv) Longer-term contracts are offered to provide stability;</li> <li>v) Tenders are widely advertised;</li> <li>vi) Potential bidders are advised on how to tender for contracts;</li> <li>vii) Projects to help small producers do business are undertaken;</li> <li>viii) Social enterprises are encouraged to compete for contracts;</li> <li>ix) Small producers and suppliers are made aware of sub-contractors/suppliers, so that they know who to do business with;</li> <li>x) Competition on quality rather than brand</li> </ul> <p><b>Fair treatment of suppliers</b></p> <ul style="list-style-type: none"> <li>xi) Suppliers of food and catering services provide fair and prompt payment terms for their supply chain</li> </ul> <p>E.g. 30 days maximum.</p> <ul style="list-style-type: none"> <li>xii) Length of contracts and notice period are agreed fairly with suppliers.</li> </ul>
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## BID PACK

### Department for Work & Pensions

### Further Competition under Lot 1c of Facilities Management & Workplace Services RM6232

#### CONTRACT SCHEDULE 2: SCOPE

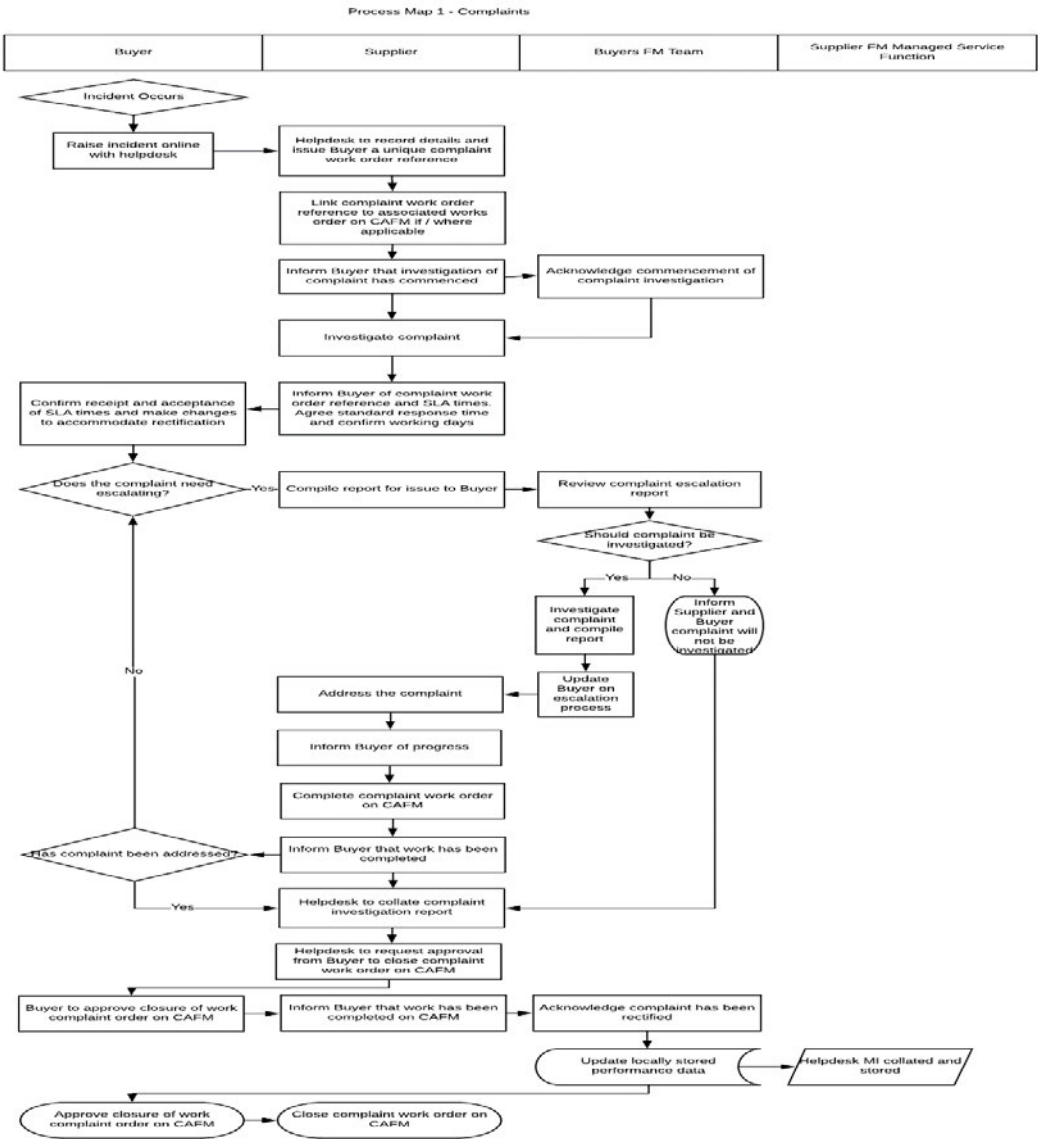
#### Appendix 2 – Complaints, Failure and Recall Process



# Appendix 2 – Complaints, Failure and Recall Process

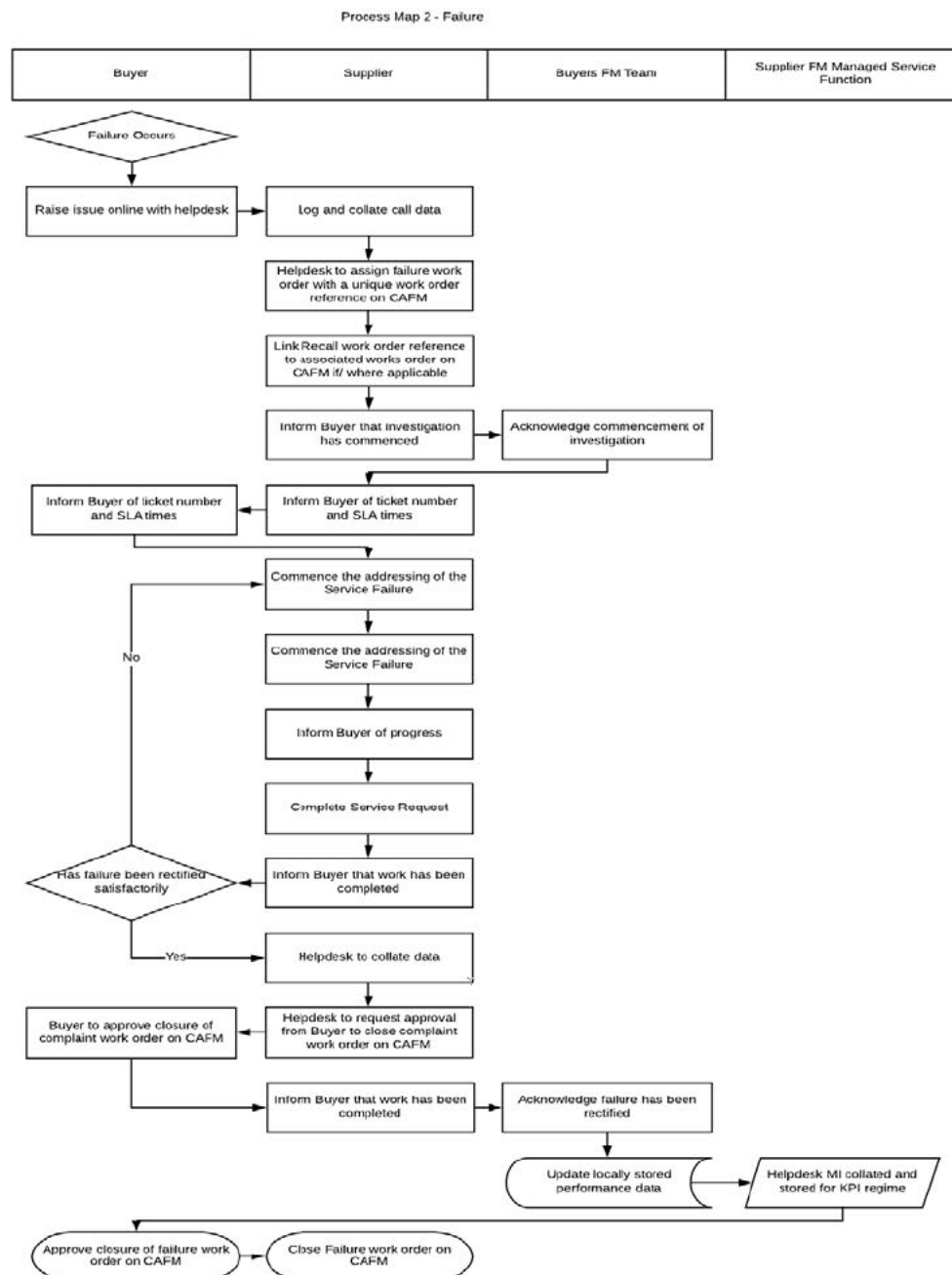
## Appendix 2.1 – Process Map 1: Complaints

Note – DWP policy to be provided in the Mobilisation Period



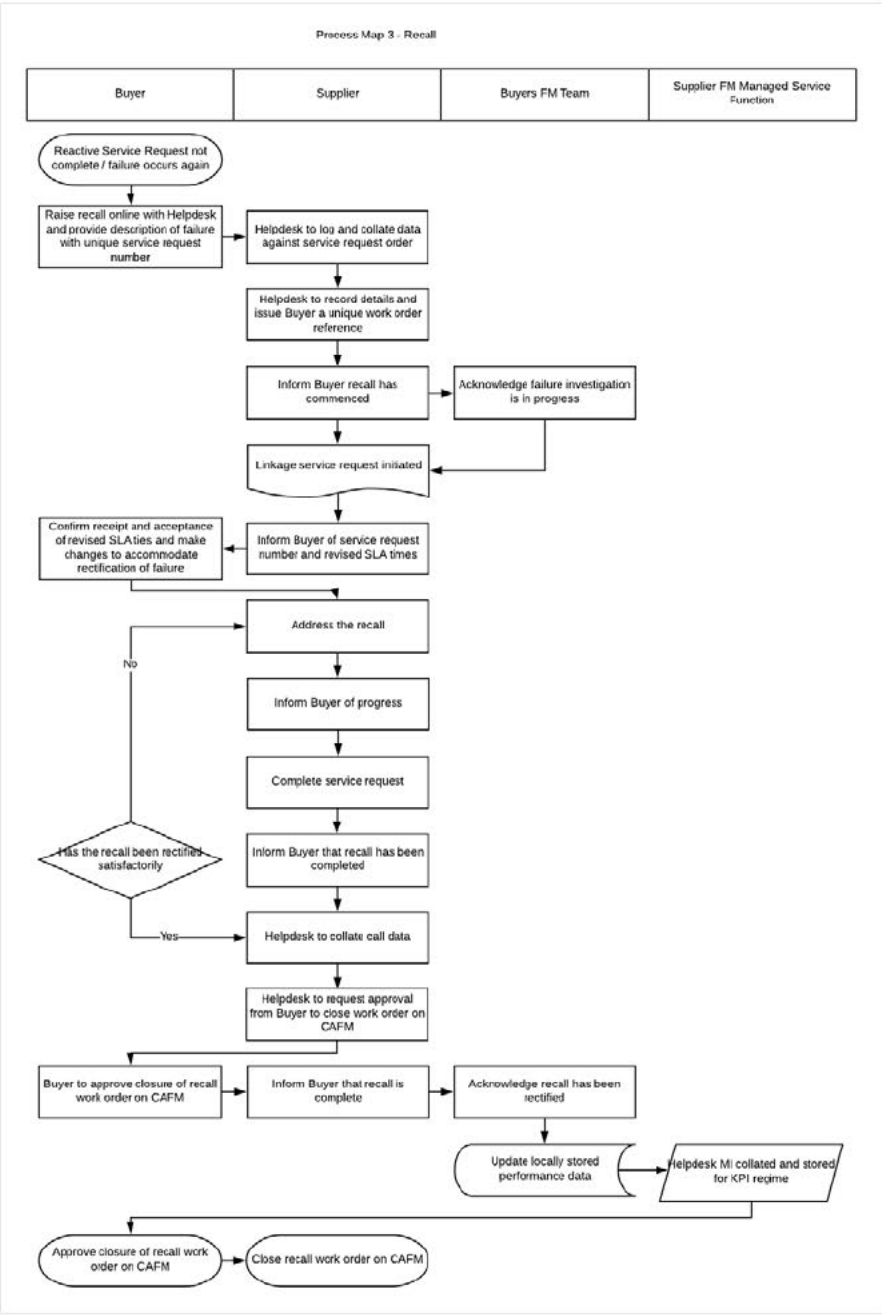
## Appendix 2.2 – Process Map 2: Failure

Note – DWP policy to be provided in the Mobilisation Period



Appendix 2.3 – Process Map 3: Recall

Note – DWP policy to be provided in the Mobilisation Period





## BID PACK

### Department for Work & Pensions

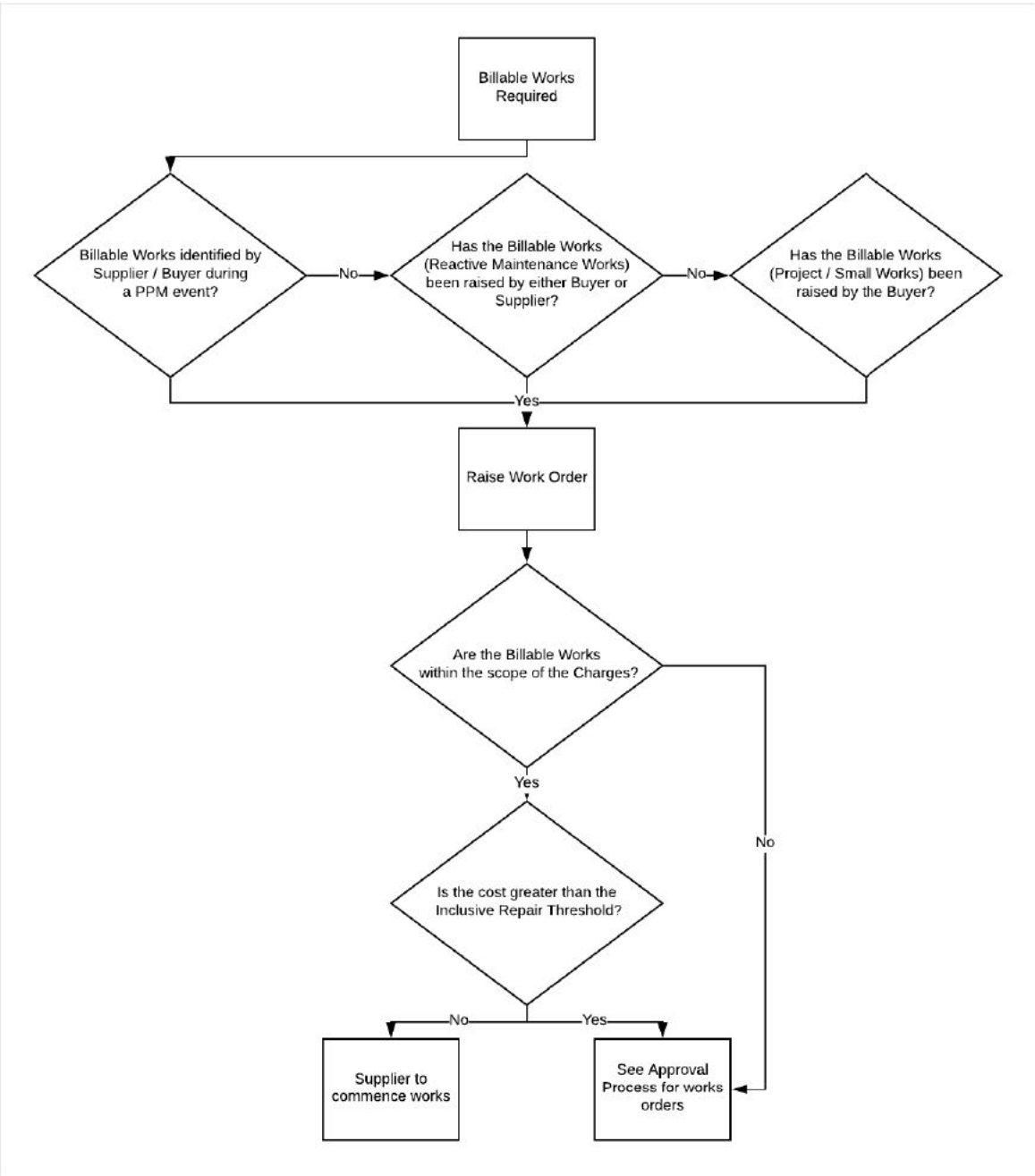
### Further Competition under Lot 1c of Facilities Management & Workplace Services RM6232

#### ATTACHMENT 3 - SPECIFICATION

#### Appendix 3 – Billable Works and Approval Process

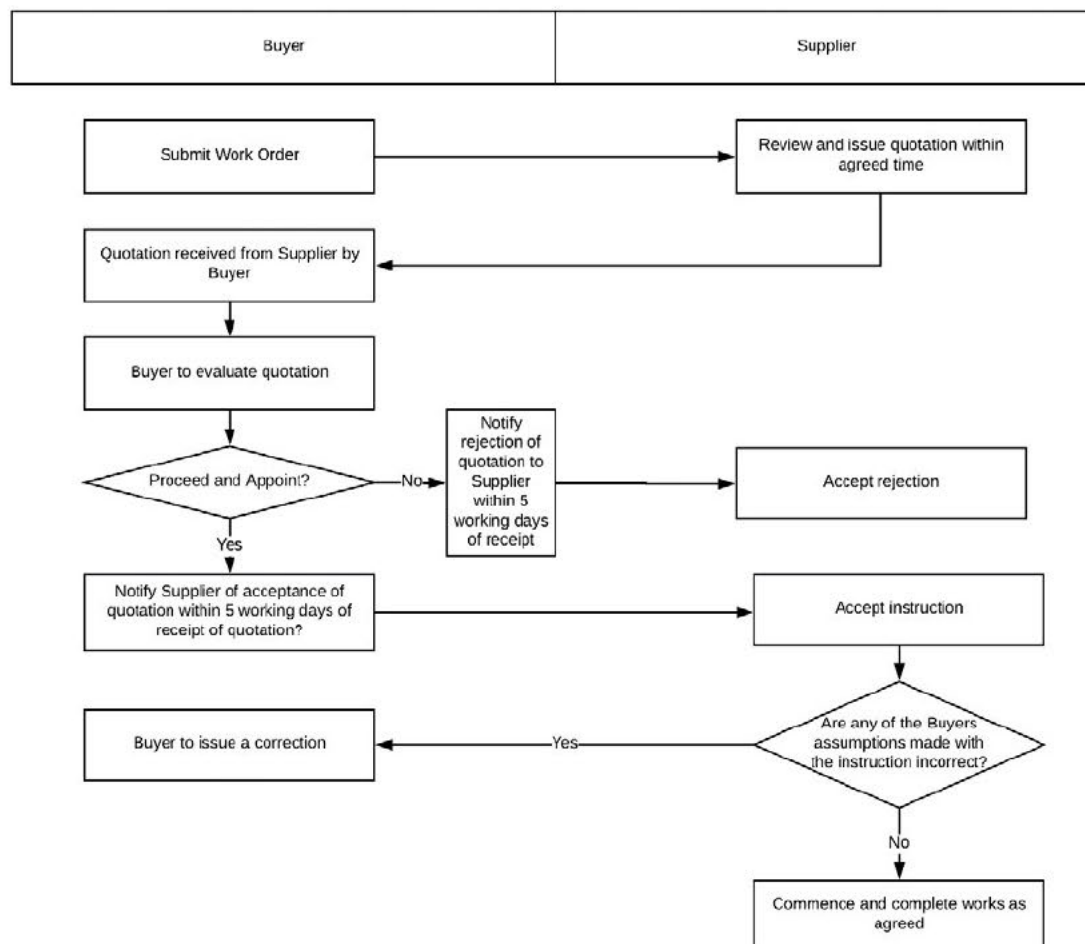
Appendix 3.1 – Process Map 1: Billable Works and Approval Process

Note – DWP policy to be provided in the Mobilisation Period



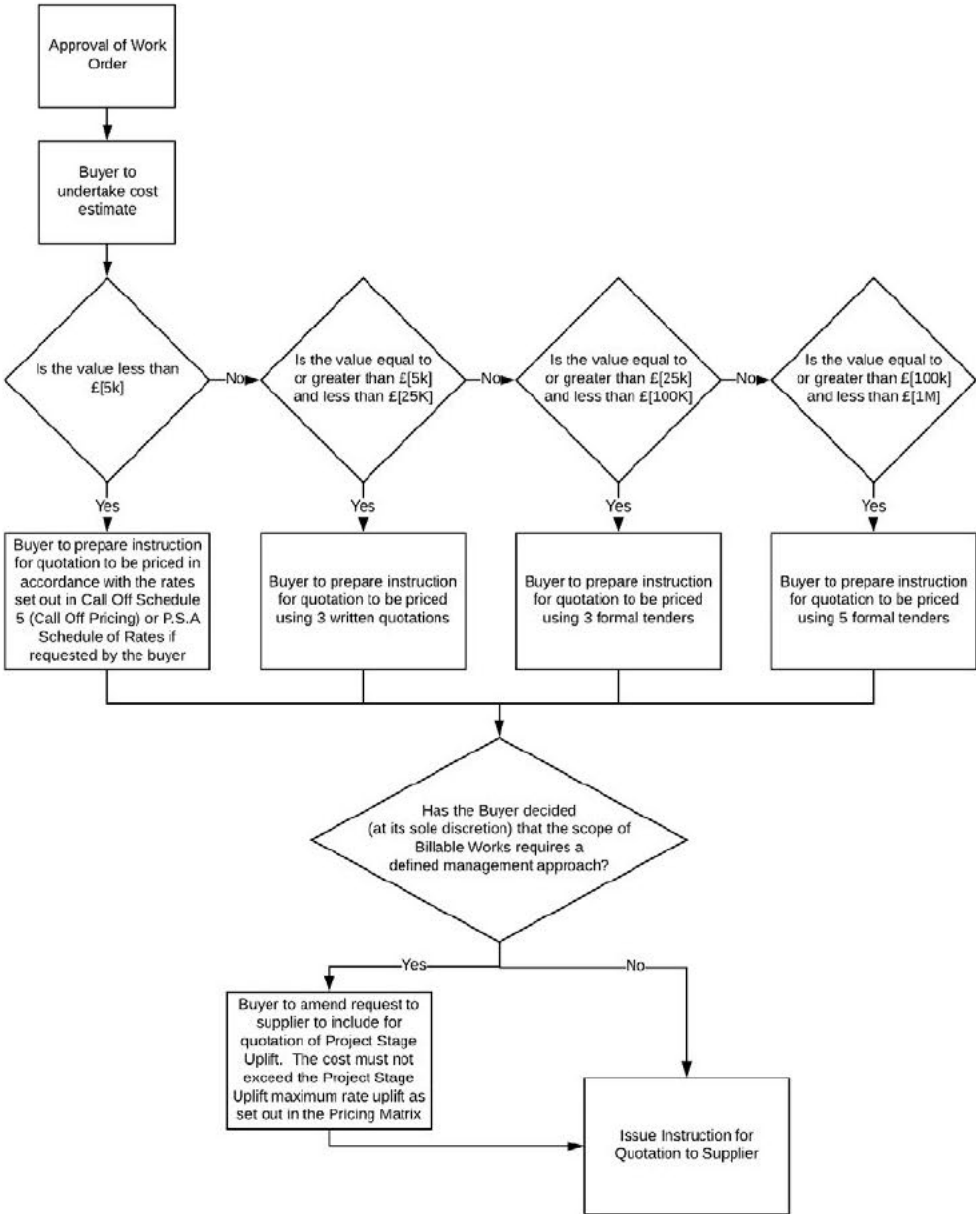
## Appendix 3.2 – Process Map 2: Issuing Quotation by Supplier Process

Note – DWP policy to be provided in the Mobilisation Period



Appendix 3.3 – Process Map 3: Issuing Instruction for Quotation for Approved Work Order Process

Note – DWP policy to be provided in the Mobilisation Period







**Annex B – Service Matrix to Contract Schedule 2: Scope**

The Parties agree that the Service Matrix stored on the Client's JAGGAER system is the agreed live excel version of the Service Matrix contained within this Annex.



## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE  
**ANNEX C** – LEGISLATIVE STANDARDS

1.1. This list of legislative requirements and any codes of practice listed is not exhaustive and shall be read in conjunction with the Authority's Legal and Policy Register. All legislative standards that apply to the in-scope Services delivered must be complied with (under the "comply with applicable laws" Framework Agreement provision) in any event and nothing in the Service Requirement or Standards absolve the Supplier from doing so.

1.2. From the current issue of maintenance procedures, through the application of SFG20, the Authority has identified the Mechanical and Electrical Maintenance procedures and also the Building Fabric Maintenance procedures that have a mandatory, statutory and legislative requirement to undertake. The legislation, Codes of Practice, Standards etc. used as the basis of this identification are identified below:

**Table 1: UK Legislation Standards**

No.	Title
1	Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
2	Health and Safety at Work Act 1974 (HSW)
3	Management of Health and Safety at Work Regulations 1999 (MHSWR)
4	Reporting of Injuries, Diseases and Dangerous Occurrences 2013 (RIDDOR)
5	Provision and Use of Work Equipment Regulations 1998 (PUWER)
6	Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
7	Work at Height Regulations 2005 (WAHR)
8	Waste Electrical and Electronic Equipment Regulations 2006 (WEEE)
9	Construction (Design and Management) Regulations 2015 (CDM)
10	Personal Protective Equipment Regulations 2002 (PPE)
11	Control of Substances Hazardous to Health Regulations 2002 (COSHH)
12	Pollution Prevention and Control (England and Wales) Regulations 2000

No.	Title
13	Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017
14	Modern Slavery Act 2015
15	Energy Act 1983
16	The Regulatory Reform (Fire Safety) Order 2015
17	The Wildlife and Countryside Act 1981
18	Boiler (Efficiency) Regulations 1993
19	Clean Air Act 1993
20	The Air Quality Standards Regulations 2010
21	The Air Quality Standards (Amendment) Regulations 2016
22	The Air Quality Standards (Wales) Regulations 2010
23	The Air Quality Standards (Scotland) Regulations 2010
24	The Air Quality Standards (Northern Ireland) Regulations 2010
25	The Air Quality Standards (Amendment) Regulations (Scotland) 2016
26	The Air Quality Standards (Amendment) Regulations (Northern Ireland) 2017
27	Construction (Design and Management) Regulations (CDM) 2015
28	Control of Asbestos at Work 2012
29	Confined Spaces Regulations 1997 (Including L101 (Third edition) Safe Work in Confined Spaces ACOP
30	L8 Approved Code of Practice: The Control of Legionella Bacteria in Water Systems.
31	HSG 274: Legionella Technical Guidance
32	Water Supply (Water Fittings) Regulations 1999
33	Control of Noise at Work Regulations 2005

No.	Title
34	Control of Pollution (Oil Storage) Regulations 2001
35	Electricity at Work Regulations 1989
36	Electrical Equipment (Safety) Regulations 1994
37	EU product regulation - guidelines on the appointment of UK notified bodies: 2016
38	Electrical Equipment (Safety) Regulations 2016
39	Electromagnetic Compatibility Regulations 2005
40	Energy Performance of Buildings (Certificates and Inspections) Regulations 2007
41	Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2012
42	Pollution Prevention and Control Act 1999
43	The Energy Performance of Buildings (Certificates and Inspection) (Amendment) Regulations 2014
44	The Environment Act 1995
45	The Environment (Wales) Act 2016
46	The Environmental Protection Act 1990
47	European F-Gas Regulation
48	F Gas Regulations 2015
49	Factories Act 1961
50	Food Safety Act 1990
51	The Food Safety and Hygiene (England) Regulations 2013
52	Fuel and Electrical (Heating) (Control) (Amendment) Order 1980
53	The Food Information (Amendment) (England) Regulations 2020
54	Gas Safety (Management) Regulations 1996 (as amended)

No.	Title
55	Gas Appliances (Safety) Regulations 1995
56	Gas Safety (Installation and Use) Regulations 1998 (GSIUR)
57	Pipelines Safety Regulations 1996 (PSR)
58	Gas Safety (Installation and Use) Regulations 1998 (GSIUR) as amended:2018 - Approved Code of Practice and guidance
59	Pressure Systems Safety Regulations 2000 (PSSR)
60	Pressure Equipment Regulations 1999
61	Pressure Equipment (Safety) Regulations 2016
62	Health and Safety (Safety Signs and Signals) Regulations 1996 (SSR)
63	Dangerous Substances Explosive Atmospheres Regulations 2002 (DSEAR)
64	Sustainable and Secure Buildings Act 2004
65	Lift Regulations 1997
66	Notification of Cooling Towers and Evaporative Condensers Regulations 1992
67	Ozone Depleting Substances Regulations 2015
68	Energy Performance of Buildings (England and Wales) Regulations 2012 (plus future re-enactments)
69	Private Security Industry Act 2001
70	Courts Act 2003 Section 1 (1)
71	The Criminal Justice Act 1991
72	Waste (England and Wales) Regulations 2011
73	Controlled Waste (England & Wales) Regulations 2012
74	The Carriage of Dangerous Goods Regulations
75	The Safe Management of Healthcare Waste Memorandum (HTM 07-01)

No.	Title
76	Directive 2008/98/EC on Waste (Waste Framework Directive 2008)
77	Waste list Decision 2000/532/EC
78	The Hazardous Waste (England & Wales) Regulations 2005
79	The List of Wastes (England) Regulations 2005
80	The List of Wastes (Wales) Regulations 2005
81	The Hazardous Waste (Wales) (Amendment) Regulations 2009 SI 2861
82	The Hazardous Waste (England & Wales) (Amendment) Regulations 2009 SI 507
83	The Waste (England & Wales) (Amendment) Regulations 2012
84	Health & Safety Guideline (HSG) – HSG 33 (4 <sup>th</sup> Edition 2012) – Health & Safety in Roof Work
85	The Waste (Scotland) Regulations 2011
86	The Waste (Miscellaneous Provisions) (Wales) Regulations 2011
87	The Special Waste Regulations 1996
88	Hazardous Waste Regulations (Northern Ireland) 2005
89	The Environmental Protection Act 1990 (the “EPA”)
90	Pollution Prevention and Control Regulations 2000 (the “PPC” Regulations)
91	The Environmental Permitting (England and Wales) Regulations 2010 and Landfill Allowance Scheme (Wales)
92	Waste Electrical and Electronic Equipment (WEEE) Regulations 2006
93	Health & Safety Guideline (HSG) – HSG 258 (3 <sup>rd</sup> Edition 2017) – Controlling airborne contaminants at work. A guide to LEV.
94	Data Protection Act 2018

**Table 2: Guidance Notes and Codes of Practice:**

No.	Title
1	HSE INDG 436 “Safe Management of Industrial Steam and Hot Water Boilers”
2	BG01 “Guidance on Safe Operation of Boilers”
3	Legionnaires' disease. The control of legionella bacteria in water systems. HSE Approved Code of Practice and guidance 2013.
4	HSG274 - Legionnaires' Disease – Technical Guidance (HSE)
5	L9 - Safe Use of Pesticides for Non-Agricultural Purposes: Control of Substances Hazardous to Health Regulations 1994, Approved Code of Practice, Revised
6	ACOP L22 (Fourth Edition) & L33 - Safe use of work equipment. Provision and Use of Work Equipment Regulations 1998
7	ACOP L122 (Second edition) Published 2014
8	Statutory Instrument 2002 No. 2980, The Waste Incineration (England and Wales) Regulations 2002
9	NFPA25 (2020 Edition) – Standard for the Inspection, Testing and Maintenance of water-based fire protection systems
10	The Food Safety and Hygiene (England) Regulations 2013 (As Amended)
11	HSG 250 Guidance on Permit to Work Systems
12	Crown Premises Inspection Group [and their Scottish equivalent CIFRA (HM Chief Inspector of Fire and Rescue Authorities)] – responsible for fire safety on Crown property
13	HVCA Internal Cleanliness of Ventilation Systems TR/19 (2002 Edition)
14	HSG 253 The Safe Isolation of Plant and Equipment (2 <sup>nd</sup> Edition)
15	ACOP L101 Confined Space Regulations 2014
16	ACOP L122 Pressure System Safety Systems (PSSR) 2000
17	ACOP L8 The Control of Legionella Bacteria in Water Systems 2013
18	ACOP L56 Safety in the installation and use of gas systems and appliances – 5 <sup>th</sup> Edition: 2018



No.	Title
19	UKPLG Code of Practice No. 7 (2004)
20	The Horticulture Code of Practice 2011 / Horticultural Code for Scotland
21	Wildlife and Natural Environment Act (Scotland) 2011
22	Wildlife and Countryside Act (1981)

**Table 3: Health Technical Memorandums (HTMs):**

The following list of Health related standards and any introduced during the Framework period shall apply where requested at Call-Off:

No.	Title	Description
1	HTM 00	Policy and principles of healthcare engineering
2	HTM 01-01: A	Decontamination of reusable medical devices, Part A - Management and environment (English edition)
3	HTM 01-05	Decontamination in primary care dental practices
4	HTM 02-01 A	Medical gas pipeline systems, Part A - Design, installation, validation and verification
5	HTM 02-01 B	Medical gas pipeline systems, Part B - Operational management
6	HTM 03-01 A	Specialised ventilation for healthcare premises: Design and validation
8	HTM 03-01 B	Specialised ventilation for healthcare premises: Operational management and performance verification
8	HTM 04-01 A	Safe water in healthcare premises - Design, installation and commissioning
		The control of Legionella, hygiene, "safe" hot water, cold water and drinking water systems - Design,

No.	Title	Description
		installation and testing
9	HTM 04-01 B	Safe water in healthcare premises - operational management
		The control of Legionella, hygiene, "safe" hot water, cold water and drinking water systems - Operational management
10	HTM 04-01 C	Safe water in healthcare premises - Pseudomonas aeruginosa - advice for augmented care units (formerly an addendum)
11	HTM 05-01	Managing healthcare fire safety
12	HTM 05-02	Guidance in support of functional provisions (Fire safety in the design of healthcare premises)
		Guidance in support of functional provisions for healthcare premises
13	HTM 05-03: A	Operational provisions, Part A - General fire safety
14	HTM 05-03: B	Operational provisions, Part B - Fire detection and alarm systems
15	HTM 05-03: C	Operational provisions, Part C - Textiles and furnishings
16	HTM 05-03: D	Operational provisions, Part D - Commercial enterprises on hospital premises
		Operational provisions, Part D - Commercial enterprises on healthcare premises (2006 edition)
17	HTM 05-03: E	Operational provisions, Part E - Escape lifts in healthcare premises
18	HTM 05-03: F	Operational provisions, Part F - Arson prevention in NHS premises
19	HTM 05-03: G	Operational provisions, Part G - Laboratories on healthcare premises

No.	Title	Description
20	HTM 05-03: H	Operational provisions, Part H - Reducing false alarms in hospital premises
21	HTM 05-03: J	Operational provisions, Part J - Guidance on fire engineering of healthcare premises
22	HTM 05-03: K	Operational provisions, Part K - Guidance on fire risk assessments in complex healthcare premises
		Operational provisions, Part K - Guidance on fire risk assessments in complex healthcare premises - Template
23	HTM 05-03: L	Operational provisions, Part L - NHS fire statistics 1994/95 & 2004/05
24	HTM 05-03: M	Operational provisions, Part M - Fire Safety in Atria
25	HTM 06-01	Electrical services supply and distribution, Part A - Design considerations
		Electrical services supply and distribution, Part B - Operational management
26	HTM 06-02	Electrical safety guidance for low voltage systems
		Electrical safety handbook
27	HTM 06-03	Electrical safety guidance for high voltage systems
		Electrical safety guidance for high voltage systems - Authorised person's logbook
		Electrical safety guidance for high voltage systems - Safety guidance poster
28	HTM 07-01	Safe management of healthcare waste
29	HTM 07-02	Encode 2015 - making energy work in healthcare
30	HTM 07-03	NHS car-parking management: environment and sustainability

No.	Title	Description
		NHS car-parking management: environment and sustainability
		Transport management and car-parking
		Transport management and car-parking - Car Parking Assessment Tool
31	HTM 07-04	Water management and water efficiency - best practice advice for the healthcare sector
32	HTM 07-05	The treatment, recovery, recycling and safe disposal of waste electrical and electronic equipment
33	HTM 07-06	Disposal of pharmaceutical waste in community pharmacies
34	HTM 07-07	Sustainable health and social care buildings
35	HTM 08-01	Acoustics
36	HTM 08-02	Lifts
37	HTM 08-03	Bedhead services
38	HTM 08-06	Pathology laboratory gas systems
39	HTM 54	User Manual
40	HTM 55	Windows
41	HTM 56	Partitions
42	HTM 57	Internal glazing
43	HTM 58	Internal door sets

No.	Title	Description
44	HTM 59	Ironmongery
45	HTM 60	Ceilings
46	HTM 61	Flooring
47	HTM 62	Demountable storage system
48	HTM 63	Fitted storage system
49	HTM 64	Sanitary assemblies
50	HTM 66	Cubicle curtain track
51	HTM 67	Laboratory fitting out system
52	HTM 68	Duct and panel assemblies
53	HTM 69	Protection
54	HTM 70	Fixings
55	HTM 71	Materials management modular storage
56	HTM 81	Fire precautions in new hospitals
57	HTM 82	Alarm and detection systems
58	HTM 83	Fire safety in healthcare premises - General fire precautions
59	HTM 85	Fire precautions in existing hospitals

No.	Title	Description
60	HTM 86	Fire risk assessment in hospitals
61	HTM 87	Textiles and furniture
62	HTM 88	Fire precautions in housing providing NHS-supported living in the community
63	HTM 2005	Building management systems - Design considerations
		Building management systems - Management policy
		Building management systems - Operational management
		Building management systems - Validation and verification
64	HTM 2007	Electrical services supply and distribution - Design considerations
		Electrical services supply and distribution - Management policy
		Electrical services supply and distribution - Operational management
		Electrical services supply and distribution - Validation and verification
65	HTM 2009	Pneumatic air tube transport systems - Design considerations and Good practice guide
		Pneumatic air tube transport systems - Management policy
66	HTM 2010	Sterilization, Part 1 - Management policy
		Sterilization, Part 2 - Design considerations
		Sterilization, Part 3 - Validation and verification

No.	Title	Description
		Sterilization, Part 4 - Operational management and Part 6, Testing and validation protocols
		Sterilization, Part 5 - Good Practice Guide
67	HTM 2011	Emergency electrical services - Design considerations
		Emergency electrical services - Management policy
		Emergency electrical services - Operational management
		Emergency electrical services - Validation and verification
68	HTM 2014	Abatement of electrical interference - Design considerations
		Abatement of electrical interference - Management policy
		Abatement of electrical interference - Operational management
		Abatement of electrical interference - Validation and verification
69	HTM 2015	Bedhead services - Design considerations
		Bedhead services - Management Policy
		Bedhead services - Validation and verification and Operational management
70	HTM 2020	Electrical safety code for low voltage systems (Escode - LV), Vol 1 - Operational management
		Electrical safety code for low voltage systems (Escode - LV), Vol 2 - Electrical safety rulebook
71	HTM 2021	Electrical safety code for high voltage systems (Escode - HV) - Management policy

No.	Title	Description
		Electrical safety code for high voltage systems (Escode - HV) - Operational management
72	HTM 2022	Medical gas pipeline systems - Operational management
		Medical gas pipeline systems, Supplement 1 update - Dental compressed air and vacuum systems
		Medical gas pipeline systems, Supplement 2 - Piped medical gases in ambulance vehicles
		Medical gas pipeline systems: Design, installation, validation and verification
		Supplement 1, Dental compressed air and vacuum systems
73	HTM 2023	Access and accommodation for engineering services - Good practice guide
		Access and accommodation for engineering services - Management Policy
74	HTM 2024	Lifts - Design considerations
		Lifts - Management policy
		Lifts - Operational management
		Lifts - Validation and verification
75	HTM 2025	Ventilation in healthcare premises - Design considerations
		Ventilation in healthcare premises - Management policy
		Ventilation in healthcare premises - Operational management
		Ventilation in healthcare premises - Validation and verification



No.	Title	Description
76	HTM 2027	Hot and cold water supply, storage and mains services - Design considerations
		Hot and cold water supply, storage and mains services - Management policy
		Hot and cold water supply, storage and mains services - Operational management
		Hot and cold water supply, storage and mains services - Validation and verification
77	HTM 2030	Washer-disinfectors - Design considerations
		Washer-disinfectors - Operational management
		Washer-disinfectors - Validation and verification
78	HTM 2031	Clean steam for sterilization
79	HTM 2035	Mains signalling - Management policy
		Mains signalling - Design considerations
		Mains signalling - Validation and verification/Operational management
80	HTM 2040	The control of legionellae in healthcare premises - A code of practice - Design considerations
		The control of legionellae in healthcare premises - A code of practice - Good practice guide
		The control of legionellae in healthcare premises - A code of practice - Management policy
		The control of legionellae in healthcare premises - A code of practice - Operational management
		The control of legionellae in healthcare premises - A code of practice - Validation and verification

No.	Title	Description
81	HTM 2045	Acoustics – Audiology
		Acoustics - Design considerations
		Acoustics - Management policy
		Acoustics - Validation and verification/Operational management
82	HTM 2050	Risk management in the NHS estate - Design considerations
		Risk management in the NHS estate - Management policy
		Risk management in the NHS estate - Operational management
		Risk management in the NHS estate - Validation and verification
83	HTM 2055	Telecommunications (telephone exchanges) Design considerations
		Telecommunications (telephone exchanges) Management policy
		Telecommunications (telephone exchanges) Operational management
		Telecommunications (telephone exchanges) Validation and verification
84	HTM 2065	Healthcare waste management - segregation of waste streams in clinical areas
85	HTM 2070	Estates emergency and contingency planning
86	HTM 2075	Clinical waste disposal: treatment technologies (alternatives to incineration)

**Table 4: Framework Mandatory BS / ISO / EN / Standards:**

All Framework suppliers across all Lots must be fully accredited to the following Standards to be awarded a place on the Framework:

No.	Title
1	ISO 9001 - Quality Management (*)
2	ISO 14001 - Environmental Management (*)
3	ISO 27001 - Information Security Management (**)
4	Cyber Essentials Accreditation (*)

**Note:**

**(\*) Applicable to all Lots.**

**(\*\*) Applicable to lots 1C, 2C & 3C only.**

**Table 5: Framework Non-Mandatory BS / ISO / EN / Standards:**

The Standards listed below are not mandatory but may be required by the Buyer at Call-Off and where applicable, will be specified within the Call-Off Procedure as appropriate.

No.	Title
1	ISO 27000:2018 - Information Security Management Systems (ISMS)
2	ISO 27001:2013 - Information Security Management
3	ISO 27002:2013 - Information Technology. Security techniques – Code of practice for IT security controls.
4	ISO 22301:2019 - Security and resilience — Business continuity management systems — Requirements
5	ISO 22000 – Food safety management systems
6	ISO 31000:2018 – Risk management systems
7	ISO26000 – Guidance on Social Responsibility
8	ISO 44001 - Collaborative business relationship management systems – Requirements and framework
9	ISO 31000:2018 – Risk Management
10	ISO 45001:2018 - Occupational health and safety management
11	ISO 5001:2011 – Energy management systems (EMS)
12	Cyber Essentials “Plus” Accreditation
13	ISO 55000: 2014 – Asset Management – Overview, Principles and Terminology
14	ISO 55001: 2014 – Asset Management – Management Systems, Requirements
15	ISO 55002: 2018 – Asset Management – Management Systems, Guidelines for the Application of ISO 55001

**Table 6: BS / EN Standards:**

The Standards listed below shall apply to all procurements where they apply to the in-scope Services. This list is not exhaustive:

No.	Title
1	BS 5266 Part 1:2016 Emergency Lighting. Code of Practice for the Emergency Lighting of Premises Other than Cinemas and Certain Other Specified Premises used for Entertainment 2005
2	BS 5839-1:2013 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises
3	BS 9999:2017 - Code of practice for fire safety in the design, management and use of buildings
4	BS 9991:2015 Fire safety in the design, management and use of residential buildings. Code of practice
5	BS EN ISO 9999:2016 – Assistive products for persons with disability. Classification and Terminology.
6	BS 7974:2019 – Fire Safety
7	BS 6173:2020 - Installation and maintenance of gas fired catering appliances for use in all types of catering establishments (2nd and 3rd family gases). Specification
8	BS 8558:2015 Guide to the design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages - complementary guidance to BS EN 806
9	BS 7671:2018 - Requirements For Electrical Installations. IET Wiring Regulations (British Standard) – 18 <sup>th</sup> Edition
10	BS 7430:2011+A1:2015 - Code of practice for protective earthing of electrical installations
11	BS EN 62305 (parts 1-5) Protection against lightning
12	BS EN 15004-1:2019 - Fixed firefighting systems. Gas extinguishing systems - Design, installation and maintenance
13	BS 5306 Part 3: Fire extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers 2009
14	BS EN 3-7 - Portable Extinguishers
15	BS 5839 Part 1: Fire Detection and Alarm Systems for Buildings 2017

No.	Title
16	BS EN 15004-1:2019 - Fixed firefighting systems. Gas extinguishing systems - Design, installation and maintenance
17	BS EN 131 / BS 2037 / BS 1129 / BS EN 14183 / BS EN 1004 / PAS 250 Ladder and Access Equipment
18	BS 476 Fire Tests
19	BS EN 795:2012 - Personal Fall Protection Equipment
20	BS 7883:2019 - Personal fall protection equipment. Anchor systems. System design, installation and inspection. Code of practice.
21	BS 12094: Fixed Fire Fighting Systems 2003-2006
22	BS 9251:2021 Fire sprinkler systems for domestic and residential occupancies.
23	BS 750, 12th Edition, August 9, 2017 - Specification for underground fire hydrants and surface box frames and covers
24	BS EN ISO/IEC 17020: 2012 General criteria for the operation of various types of bodies performing inspections
25	BS EN 16005 - Power operated pedestrian door-sets – Safety in use – Requirements and test methods
26	BS 5871: parts 1-4 2005-2007 Specification for the installation and maintenance of gas fires, convector heaters, fire/back boilers and decorative fuel effect gas appliances. Inset live fuel effect gas fires of heat input not exceeding 15 kW, and fire/back boilers (2nd and 3rd family gases)
27	BS 6891:2015+A1:2019 - Specification for the installation and maintenance of low pressure gas installation pipework of up to 35 mm on premises
28	BS 5837: 2012 Trees in relation to design, demolition and construction – Recommendations
29	BS 6571 Part 4: Vehicle Parking Control Equipment 1989
30	BS 5925: 1991 Code of Practice – Ventilation Principles and Designs for Natural Ventilation
31	BS EN 14175-2: 2003 – Fume Cupboards
32	BS 5726:2005 Microbiological safety cabinets. Information to be supplied by the purchaser to the vendor and to the installer, and siting and use of cabinets. Recommendations and guidance
33	BS 5726: 2005 & BS EN 12469: 2000 – Microbiological Safety Cabinets.

No.	Title
34	HVCA - TR19: Internal Cleanliness of Ventilation Systems - Guide to Good Practice
35	TM46:2008 – CIBSE Energy Benchmarks
36	TM44 – Air Conditioning Inspections
37	BS7858:2019 Security Vetting
38	BS 7499:2020 - Code of Practice for Static Site Guarding and Mobile Patrol Services
39	BS 7984-3:2020 - Code of Practice for Key-holding and Response Services
40	BS 7958:2015 - Code of Practice for CCTV Management and Operation
41	BS 7960:2016 Door supervision. Code of practice
42	BS 8406:2020 - Event stewarding. Code of practice
43	BS 7872 - Code of Practice for Operation of Cash-in-Transit Services (collection & delivery)
44	BS EN 16636:2015 – Pest management Services
45	PD 6662:2017 Scheme for the application of European Standards for intrusion and hold-up alarm systems
46	BS EN 50131-1:2018+A3:2020 Alarm systems – Intrusion and hold-up systems – System requirements
47	DD CLC/TS 50131-7:2010
48	BS8243:2021 Design, installation and configuration of intruder and hold-up alarm systems designed to generate confirmed alarm conditions. Code of practice
49	BS 8473:2018 Intruder and hold-up alarm systems. Management of false alarms. Code of practice
50	BS 9263:2016 Intruder and hold-up alarm systems. Commissioning, maintenance and remote support. Code of practice
51	BS EN 62676-4:2015 Video surveillance systems for use in security applications - Application guidelines

No.	Title
52	BS 8418:2021 Design, installation, commissioning and maintenance of detection-activated video surveillance systems (VSS). Code of practice

**Table 7: Building Regulations (England & Wales Only):**

No.	Title
1	Building Act 1984
2	Building Regulations Act 1991 2000 Part B, Approved Document B (2006)
3	Building Regulations Act 2000 Approved Document F (2010)
4	Building Regulations Act 2000 Approved Document G (1992) incorp 2000 amendments
5	Building Regulations Act 2000 Approved Document H (2002)
6	Building Regulations Act 1991 2000 Approved Document J (2010)
7	Building Regulations Act 1991, 2000 Approved Part M (2004)
8	Building Regulations Act 2000 Approved Part L (2010)
9	Building Regulations Act 2000 Approved Document P (2006)

**Table 8: Miscellaneous Standards:**

No.	Title
1	At request of Fire Officer
2	Local Act
3	SFG 20 Guidelines



4	Buyer specific work practices and standards
5	RIBA (Royal Institute of British Architects) Plan of Work: 2020
6	Government Functional Standard for property, GovS004: Property
7	Government Facilities Management Standard 001 – Management and Services
8	Government Facilities Management Standard 002 – Asset Data
9	National Police Chiefs' Council (NPCC) <u>Police Requirements for Security Systems</u> Including all Appendices
10	Department for Work and Pensions Performance Specification for Electronic Security Systems
11	National Protective Security Authority (NPSA) - the UK government's National Technical Authority for physical and personnel protective security
12	United Kingdom Accreditation Service (UKAS) Certification Body for Security Industry (NSI or SSAIB)

**Note:**

Regulations are continually being updated and amended and as such can only be considered valid prior to the day of issue.



## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE  
**ANNEX D** – PROPERTY CLASSIFICATIONS

**Table 1 – Properties categorised as Standard:**

Building Category	Business & Occupational Profile	Description
1	General office - Customer Facing	General office areas and customer facing areas.
2	General office - Non Customer Facing	General office areas and non-customer facing areas.
3	Call Centre Operations	Call centre operations.
4	Warehouses	Large storage facility with limited office space and low density occupation by Supplier Personnel.
5	Restaurant and Catering Facilities	Areas including restaurants, deli-bars and coffee lounges areas used exclusively for consuming food and beverages.
6	Pre-School	Pre-school, including crèche, nursery and after-school facilities.
7	Primary School	Primary school facilities.
8	Secondary School	Secondary school facilities.
9	Special Education Needs (SEN) Schools	Special school facilities.
10	Universities and Colleges	University and college, including on and off site campus facilities but excluding student residential accommodation facilities.
11	Doctors, Dentists and Health Clinics	Community led facilities including doctors, dentists and health clinics.
12	Nursery and Care Homes	Nursery and care home facilities.
13	Hospitals	Areas including mainstream medical, healthcare facilities such as hospitals and medical centres.

**Table 2 – Properties categorised as Non-Standard:**

Building Category	Business & Occupational Profile	Description
1	Data Centre Operations	Data centre operation.
2	External parks, grounds and car parks	External car parks and grounds including externally fixed Assets - such as fences, gates, fountains etc.
3	Laboratory	Includes all Government facilities where the standard of cleanliness is high, access is restricted and is not public facing.
4	Heritage Buildings	Buildings of historical or cultural significance.
5	Nuclear Facilities	Areas associated with Nuclear activities.
6	Animal Facilities	Areas associated with the housing of animals such as dog kennels and stables.
7	Custodial Facilities	Facilities relating to the detention of personnel such as prisons and detention centres.
8	Fire and Police Stations	Areas associated with emergency services.
9	Production Facilities	An environment centred around a fabrication or production facility, typically with restricted access.
10	Workshops	Areas where works are undertaken such as joinery or metal working facilities
11	Garages	Areas where motor vehicles are cleaned, serviced, repaired and maintained.
12	Shopping Centres	Areas where retail services are delivered to the Public.
13	Museums /Galleries	Areas are generally open to the public with some restrictions in place from time to time. Some facilities have no public access.
14	Fitness / Training Establishments	Areas associated with fitness and leisure such as swimming pools, gymnasias, fitness centres and internal / external sports facilities.
15	Residential Buildings	Residential accommodation / areas.
16	Port and Airport buildings	Areas associated with air and sea transportation and supporting facilities, such as airports, aerodromes and dock areas.
17	List X Property	A commercial site (i.e. non-Government) on UK soil that is approved to hold UK government protectively marked information marked as 'confidential' and above. It is applied to a company's specific site and not a company as a whole.
18	Mothballed / Vacant / Disposal	Areas which are vacant or awaiting disposal where no services are being undertaken.





**DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE  
**ANNEX E** – SERVICE DELIVERY RESPONSE AND RECTIFICATION TIMES (TABLE A & B)

## 1. Over-arching response requirements

- a. When despatching a person/Engineer to attend a Reactive event, the Supplier is required to ensure that the person(s) despatched are competent to undertake the task and have the appropriate spares and materials to enable a first-time fix of the repair. The Supplier shall seek to ensure the maximum benefit of an initial visit and prevent further visits where practicable.
- b. For activities detailed in *Table A* below, the activity is defined to be closed or concluded when the Authority helpdesk/CAFM System receives confirmation from the person/engineer that the event is completed, thereby creating an electronic record of the completion.
- c. Should a Reactive or Remedial event require a quotation requiring approval by the Authority before works can be undertaken, the response time shall be extended to include the time taken for the Authority to approve the quotation (via the Authority's CAFM system).
- d. Delays to target completion dates shall be handled in accordance with the procedure agreed during the Mobilisation between the Supplier and the Authority.
- e. Reactive or Remedial events that are deemed Critical (Category A) shall follow the Authority's Business Critical Work Order Process to be finalised during the Mobilisation Period.
- f. *Table B* details examples of the types of work that would fall into categories A-D.
- g. Should the Supplier's Engineer/Specialist identify a rectification period (due date) for Remedial works, category P shall be used with the target completion date field being populated with the time rectification period identified by the Supplier's Engineer/Specialist. This target completion date will be calculated from the physical PPM completion date and not the date the Remedial Work Order was raised.
- h. Where the Supplier's Engineer/Specialist does not identify a rectification period for Remedial works, category D shall be applied.
- i. Where Remedial works are identified as Critical, Emergency or Urgent, the Supplier shall call the Helpdesk to raise the request, identifying the asset number/ID and the appropriate category of work order shall be applied (A, B or C).

## 2. On-site/ Off site FM service delivery response times

- a. The following *Table A* describes the Reactive and Remedial response time(s) for service calls raised or made to the helpdesk where the service required is supported and delivered by the Supplier from either an on-site or off-site facility at the Authority Premises.
- b. On-site Facilities are those premises identified on the Service Matrix with a requirement for a dedicated on-site Multi-Skilled Technician.
- c. On site response times are applicable during the hours in which the on-site Multi-Skilled Technician is scheduled to be in attendance. Off-site response times shall be used outside of these scheduled hours.
- d. Off-site Facilities are those premises identified on the Services Matrix without a requirement for an on-site Multi-Skilled Technician.
- e. The Supplier shall meet these reactive response times in relation to the Authority requirements.

**Table A**

Category	Call Type	Description	Off-site			On-site		
			Initial Attendance	Interim Solution	Completion Due	Initial Attendance	Interim Solution	Completion Due
A	Critical	Matters giving rise to an immediate health and safety, business critical or security risk. Including: - Actual or imminent risk of danger to persons arising from a health and safety or security risk - Actual or imminent risk of full or partial loss of a building - Matters that immediately prevent or severely restrict the Authority from conducting normal operations	2 hours, 1 hour (if Lift Entrapment )	3 hours	24 hours	15 minutes	1 Hour	24 hours



Category	Call Type	Description	Off-site			On-site		
			Initial Attendance	Interim Solution	Completion Due	Initial Attendance	Interim Solution	Completion Due
B	Emergency	<p>Matters that have the potential to lead to a critical event, operations can continue, however intervention required to ensure critical event not triggered including:</p> <ul style="list-style-type: none"> <li>- Potential risk of danger to persons arising from a health and safety or security risk</li> <li>- Potential risk of full or partial loss of a building</li> <li>- Matters that have the potential to prevent or severely restrict the Authority from conducting normal operations</li> </ul>	2 hours	4 hours	24 hours	30 minutes	2 hours	24 hours
C	Urgent	<p>Matters that impinge upon the proper working of the facilities in relation to many staff and/or multiple business areas that:</p> <ul style="list-style-type: none"> <li>- Adversely affects the ability to provide a safe, suitable and comfortable environment for staff, customers and visitors but constitutes no immediate risk to either health and safety, buildings or assets.</li> <li>- An area(s) or part(s) of one of the properties is unavailable, however the business can continue operations.</li> </ul>	4 hours	24 hours	5 Working Days	2 hours	24 hours	5 Working Days
D	Routine	Matters of a routine nature, which have no noticeable impact on the Authority's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors.	10 Working Days	N/A	15 Working Days	5 Working Days	N/A	15 Working Days
E	New Works	New Work, change or cosmetic requests.	10 Working Days (Initial attend and schedule completion date)	N/A	To be agreed with the Authority or defined in new works change order process	10 Working Days (Initial attend and schedule completion date)	N/A	To be agreed with the Authority or defined in new works change order process

Category	Call Type	Description	Off-site			On-site		
			Initial Attendance	Interim Solution	Completion Due	Initial Attendance	Interim Solution	Completion Due
F	Consumables	Requests for restocking of toilet or other consumables.	N/A	N/A	Toilet to be restocked within 2 hours of notification to the Helpdesk.	N/A	N/A	Toilet to be restocked within 30 minutes of notification to the Help Desk.
G	Porterage (Minor porterage)	Requests for the booking of porters (including, but not limited to, setting up meeting rooms or movement of items around site)	2 hours	N/A	3 Working Days (unless specific longer timescale agreed between the parties)	30 minutes	N/A	3 Working Days (unless specific longer timescale agreed between the parties)
H	Messengers	Requests for Messengers or Couriers to provide a service.	N/A	N/A	N/A	30 minutes of booking.	N/A	30 minutes of booking.
I	Complaint	A failure in delivery of any service, at any time.	2 hours	N/A	Satisfactory outcome within 2 Working Days	2 Hours	N/A	Satisfactory outcome within 2 Working Days
J	Uncompleted task	A scheduled task not completed as announced / described requiring a higher than Routine response. For example, missed waste collections	N/A	N/A	3 Working Days	N/A	N/A	3 Working Days
K	Call Back	A failure in delivery of any service, at any time, which requires a re-attendance of the technician / operative to complete the task satisfactorily.	4 hours	N/A	24 hours	2 hours	N/A	4 hours

			Off-site			On-site		
Category	Call Type	Description	Initial Attendance	Interim Solution	Completion Due	Initial Attendance	Interim Solution	Completion Due
L	Reactive Snow and Ice Clearance	Unscheduled call out for snow and ice clearance	2 hours	N/A	4 hours	2 hours	N/A	4 hours
M	Pest Emergency	Infestations that present a major risk to health, safety and welfare, or which has an operational impact. Note: completion here incorporates the completion of the remedial activity (such as putting down bait boxes, not necessarily the removal of the infestation)	N/A	N/A	12 hours	N/A	N/A	12 hours
N	Pest Routine	Incidents with no noticeable impact on the Buyer's business or ability to provide a safe, suitable, and comfortable environment for staff, customers and visitors.	N/A	N/A	5 Working Days	N/A	N/A	5 Working Days

Category	Call Type	Description	Off-site			On-site		
			Initial Attendance	Interim Solution	Completion Due	Initial Attendance	Interim Solution	Completion Due
O	Furniture Coordination	Co-ordination of furniture delivery and works required for usable installation.	A coordination plan shall be developed 5 days prior to delivery of furniture with required work orders logged on the CAFM system for those deliveries that require “adjustment works” or other coordination.	N/A	The coordinator shall ensure that the furniture is properly installed and usable within 24 hours of the scheduled delivery time of the furniture to the site.	A coordination plan shall be developed 5 days prior to delivery of furniture with required work orders logged on the CAFM system for those deliveries that require “adjustment works” or other coordination.	N/A	The coordinator shall ensure that the furniture is properly installed and usable within 24 hours of the scheduled delivery time of the furniture to the site.
P	Planned Remedial Works	Remedial works identified during the delivery of the PPM that cannot be undertaken at the time of the PPM and where the individual carrying out the PPM has identified a suitable rectification period given legislation, best practice and to preserve compliance of the Premises and minimise disruption to usual business operations.	N/A	N/A	Target Completion Date calculated by Physical PPM completion date + rectification period	N/A	N/A	Target Completion Date calculated by Physical PPM completion date + rectification period

Note: Interim Solution means, where a Business Critical Event has occurred, the temporary solution or fix to:

- i. mitigate the risks identified in column 3 of Table A in this Annex E; and
- ii. maintain functionality until a more permanent solution implemented.



Table B

Category	Call Type	Description	Examples
A	Critical	<p>Matters giving rise to an immediate health and safety, business critical or security risk. Including: -</p> <ul style="list-style-type: none"> <li>- Actual or imminent risk of danger to persons arising from a health and safety or security risk</li> <li>- Actual or imminent risk of full or partial loss of a building</li> <li>- Matters that immediately prevent or severely restrict the Authority from conducting normal operations</li> </ul>	<p>Imminent risk of:</p> <ul style="list-style-type: none"> <li>- No access to the building at all</li> <li>- Utility issue prohibiting building use (power, water)</li> <li>- Enforced closure (Gas leak/Asbestos etc.)</li> <li>- Building fire or flood</li> <li>- Front / back of house unavailable</li> <li>- Loss of critical assets (Fire Alarm, Comms Room air conditioning, access control failure, hot water failure)</li> <li>- Main offices or certain building floors not available</li> <li>- Dangerous structural or fabric conditions</li> <li>- Customer entrance doors won't open</li> <li>- Heating out of action (if temperature is below 16 degrees)</li> <li>- All toilets/ kitchen out of action</li> <li>- All lifts out of action or fire lifts out of action</li> <li>- Cannot secure building (external doors/shutters will not work or lock)</li> </ul>
B	Emergency	<p>Matters that have the potential to lead to a critical event, operations are able to continue, however intervention required to ensure critical event not triggered including:</p> <ul style="list-style-type: none"> <li>- Potential risk of danger to persons arising from a health and safety or security risk</li> <li>- Potential risk of full or partial loss of a building- Matters that have the potential to prevent or severely restrict the Authority from conducting normal operations</li> </ul>	<p>Works that could lead to the critical examples</p> <p>Also includes:</p> <ul style="list-style-type: none"> <li>- Fire alarm activation</li> <li>- Heating out of action</li> <li>- CCTV failure</li> <li>- Leak in building (could move to critical if cannot be contained)</li> <li>- H&amp;S trip hazard (for example, damaged flooring in public FOH/ access to building)</li> <li>- External signage has come loose (above head height) i.e., bus stop signs, jcp overhead signage)</li> </ul>
C	Urgent	<p>Matters that impinge upon the proper working of the facilities in relation to many staff and/or multiple business areas that:</p> <ul style="list-style-type: none"> <li>- Adversely affects the ability to provide a safe, suitable and comfortable environment for staff, customers and visitors but constitutes no immediate risk to either health and safety, buildings or assets. -</li> <li>- An area(s) or part(s) of one of the properties is not available, however the business is able to continue operations.</li> </ul>	<ul style="list-style-type: none"> <li>- The only entry/exit is not operating correctly</li> <li>- Up to 50 percent of lift s not operational / or any not certified</li> <li>- Roof leaking (isolated event that could potentially lead to emergency)</li> <li>- Window breakage</li> <li>- Mag lock / security doors faulty</li> <li>- Partial loss of power (i.e., to certain rooms or floors)</li> <li>- No hot water (i.e., certain rooms or floors (not whole building))</li> </ul>

Category	Call Type	Description	Examples
D	Routine	Matters of a routine nature, which have no noticeable impact on the Authority's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors	<ul style="list-style-type: none"> <li>- General maintenance issues</li> <li>- Lamp failure</li> <li>- Signage has come loose (below head height)</li> <li>- Graffiti</li> <li>- Reactive IT / furniture disposal</li> <li>- Remedial works where the Engineer has not identified a rectification period-</li> <li>Weeding</li> <li>- Litter picking</li> </ul>



## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE

**ANNEX F – REPORTING REQUIREMENTS**

**1.1. Introduction**

- 1.1.1. The following reports (and/or data to be provided to enable the completion of reports by the Authority and/or Authority's Integrator Supplier) will be developed by the Supplier who will also be responsible for the collation of data and evidence.
- 1.1.2. This Annex should be read in conjunction with the Specification Schedule, including Work Package A, Annexes G (Non-Functional Requirements) and H (Data and System Requirements).

**1.2. Analysis Reports**

- 1.2.1. The Supplier shall compile and analyse a suite of specific reports, which is to be agreed with the Authority during the Mobilisation Period where applicable. These reports shall include but not be limited to:

The Authority's performance measurement and management of the Services;

- a. The Authority's performance measurement and management of the Carbon Net Zero performance;
- b. The Authority's performance measurement regarding waste, to include statistics on waste diversion and waste recycling rates;
- c. The Authority's performance measurement and management of the Employee Customer Satisfaction Survey;
- d. The Authority's statutory compliance performance reporting processes and reporting regimes;
- e. The Authority's performance measurement and management of asset performance; and
- f. The Supplier shall interpret the reports and provide a written commentary of its analysis, as specified by the Authority.
- g. The Authority shall share what is being explored for the Master Data Management tooling with the intent to use it for Data Quality monitoring, data dictionaries and knowledge transfer across the data environment

**1.3. Supplier Contractual Performance Measurement and Reporting**

- 1.3.1. The Supplier shall accurately report on its own performance against the agreed Performance Measures and any other measures as reasonably requested by the Authority on a frequency/schedule and format required by the Authority, to be agreed during the Mobilisation Period in line with Contract Schedule 6: Key Performance Indicators.
- 1.3.2. The Supplier shall provide additional evidence on an ad hoc basis as requested by the Authority to support the Performance Measures and the performance management. These reports shall include summaries at region, establishment, business and Service level, as appropriate, and could include but not be limited to the following:
  - a. Achievement against KPI agreements;



- b. Achievement against social value initiatives;
  - c. Achievement against carbon net zero initiatives;
  - d. Provide reasons and applicable mitigation evidence for failure to meet any KPI agreements;
  - e. Performance failures accruing because of failure to meet KPI agreements;
  - f. Levels of statutory compliance;
  - g. Performance against sustainability plan;
  - h. Details of performance against Planned Preventative Maintenance activities (including security system remote engineering), including reactive works generated from Planned Preventative Maintenance activities (Report is to include all onsite and remotely completed Planned Preventative Maintenance activities);
  - i. Details of Assets or systems taken out-of-service for health and safety or operational reasons (including impairments);
  - j. Details of recommendations, including risk rating if recommendation is not completed, generated from Planned Preventative Maintenance works;
  - k. Reasons for failure to complete planned statutory and mandatory inspections / tasks;
  - l. Progress / and Manage status of work Orders;
  - m. Waste volumes, including waste diversion reports and recycling volumes
  - n. Achievement against the Delivery of statutory testing and inspections;
  - o. SME contractual performance (i.e. number of SMEs engagement sessions held, number appointed and value of cost of deliverables undertaken by appointed SMEs);
  - p. Details of progress against Authority agreed action plans for the following Month, which will be reviewed to check progress and track actions carried out to completion. The Authority will not unreasonably withhold or delay agreement of these action plans with the Supplier; and
  - q. Manage and report Sub-contractor performance against the agreed Performance Measures and any other measures as reasonably requested by the Authority
- 1.3.3. Separate reports are required on the quality of data held in the Supplier's system. This should include tracking against improvement plans for the data, identifying areas for change.

#### **1.4. Supplier Performance**

- 1.4.1. For performance measurement and reporting, the Supplier shall accurately report against its performance by undertaking the following actions:
- a. Inputting accurate performance data, and evidence where required, relating to its Performance Measures including operational KPIs and SPIs, into the CAFM system linked via the interface to the Authority's CAFM system, within any identified timeframes.

- b. Collating the data and evidence required to calculate its performance against the obligations in the Supplier performance mechanism; and
- c. Measuring its performance each Month against each of their KPIs and calculate payment mechanism scores in accordance with its Supplier performance mechanism;

*Reporting Supplier Performance Data and Associated Information*

- 1.4.2. The Supplier shall provide a monthly report detailing the performance scores and associated Monthly Total Performance Adjustment calculated.
- 1.4.3. The Supplier shall provide a reconciliation report within seven (7) calendar days following the end of each quarter.
- 1.4.4. For statistical information reporting, the Supplier shall provide Monthly comprehensive Management Information statistics and trend analysis in relation to all aspects of the Services including (note that this information shall be provided from the Authority's CAFM, however the Supplier should have the capability to provide this information):
- a. Inbound volume, by type and region;
  - b. Completed Service requests, by inbound channel;
  - c. Volume of duplicate Service requests;
  - d. Benchmarking; and
  - e. Volume of requests originated by the Supplier.
  - f. Volume of Open Remedial or Reactive activities outside of SLA
  - g. Any additional matrix that will enhance monitoring.
- 1.4.5. The Supplier shall provide the Authority with any required reports, evidence, written information or statistical information in relation to the Services against all data held within the Supplier's CAFM system. This will be in response to reasonable ad hoc requests from the Authority, all costs for this service shall be included in the Charges.

**1.5. Dashboard**

A single page summary report designed to give senior management the key facts about the operation of the Contract and Service.

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.5.1	Dashboard	Variable spend for the period (Billable Works)	Variable spend for the period	Variable spend for the previous three months	Table and Graph with supporting commentary regarding exceptions	e-mail and on-line through the Authority CAFM system	Monthly	Yes

		Key personnel changes	Any changes to key personnel	n/a	Summary Text	e-mail and on-line through the Authority CAFM system	Monthly	Yes
		Health and Safety Incidents	Incidents within the period	Incidents over the previous three months	Table and Graph with supporting commentary regarding exceptions	e-mail and on-line through the Authority CAFM system	Monthly	Yes
		Significant events	Significant events within the period  Significant events expected within the near future	n/a	Summary Text	e-mail and on-line through the Authority CAFM system	Monthly	Yes
		Risks	New risks within the period and update on previously reported risks	Update on previously reported risks	Table and summary text	e-mail and on-line through the Authority CAFM system	Monthly	Yes

### 1.6. Financial Report

Spend information for the period.

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.6.1.	Fixed spend	Standard monthly charge by building	Fixed spend by building for the reporting period Variation on budget within the reporting period	Fixed spend by building for the previous six months  Variation on budget within the previous six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority CAFM system	Monthly	No

1.6.2.	Variable spend	Variable charge by building	Variable spend by building for the reporting period (including PPM spend, Billable Works (where a schedule of rates has been applied) and Billable Works where a schedule of rates has not been applied)	Variable spend by building for the previous six months  Variation on budget within the previous six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority CAFM system	Monthly	No
1.6.3.	Project spend	Project costs	Costs accrued by project Variation against budget	n/a	Table and Graph with supporting commentary on exceptions	e-mail and online through the Authority CAFM system	Monthly	No
1.6.4.	Invoiced Spend & To be Invoice Spend	Invoiced spend	Costs of works that have been invoiced in a reporting period and costs of services received yet to be invoiced	n/a	Table with supporting commentary	e-mail and online through the Authority CAFM system	Quarterly	Yes

### 1.7. Staffing

A report covering changes within the Supplier's delivery team:

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.7.1.	Team profile	Number of personnel within the FM Team	Number of people in the team	Team numbers for the previous six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority CAFM system	Monthly	No
1.7.2.		Key personnel changes	Any changes to key personnel	n/a	Summary Text	e-mail and online through the Authority CAFM system	Monthly	No



1.7.3.		Vacancies	Any positions which are currently not filled	n/a	Summary Text	e-mail and online through the Authority CAFM system	Monthly	No
1.7.4.	Disciplinary	Details of any disciplinary issues	Number of disciplinary notices	Number of disciplinary notices for the previous six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority CAFM system	Monthly	No

### 1.8. Sustainability

Details of mandatory sustainability data reporting required during the contract period.

Ref	Sub Report Name	Area	Data required	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.8.1.	Sustainability Management Plan progress report	Sustainability initiatives and actions	Report on progress of actions set out in Sustainability Management Plan, to include: <ul style="list-style-type: none"> <li>Action status</li> <li>Date of action taken</li> <li>Activities conducted</li> <li>Outcome/result</li> <li>Comments</li> </ul>	Year to date trend for: <ul style="list-style-type: none"> <li>Action status</li> </ul> Comparison of progress to target dates included in SMP.	Table & commentary	e-mail and online (all data feeds to go into the Authority CAFM system)		No

1.8.2.	Scope 3 Carbon reporting	Scope 3 Carbon emissions	<p>Supplier corporate carbon emissions, including Scope 1 and 2 (mandatory) and Scope 3 (where possible).</p> <p>Contract specific carbon emissions, including:</p> <ul style="list-style-type: none"> <li>• Transport emissions from deliveries to Authority Premises</li> <li>• Transport emissions from Supplier staff travel between Authority Premises</li> <li>• Use of fuel for works on Authority Premises</li> <li>• Supply chain emissions for each of the above</li> </ul>	<p>Year to date trend, comparison to previous year, &amp; comparison to baseline for:</p> <ul style="list-style-type: none"> <li>• Supplier corporate carbon emissions</li> <li>• Contract specific carbon emissions</li> </ul> <p>Comparison of trends against Supplier Carbon Reduction Plan.</p>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Quarterly (monthly preferred)	No
1.8.3.	Display Energy Certificate	Display Energy Certificate (DEC)	Details of all DEC's held on the estate including:	Year to date trend, comparison to	Spreadsheet with raw data	e-mail and online (all data	Monthly	No

Ref	Sub Report Name	Area	Data required	Trend Data	Format	Media	Minimum Frequency	Real time preferred
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	(DEC) report	status	<ul style="list-style-type: none"> <li>• Site</li> <li>• Site details (address, NIA etc.)</li> <li>• DEC status</li> <li>• DEC UPRN</li> <li>• Current certificate reference</li> <li>• Certificate expiry date</li> <li>• DEC history (previous 3 years' scores)</li> <li>• Current action report reference</li> <li>• Action report expiry</li> <li>• Main heating fuel</li> <li>• Electricity usage</li> <li>• Gas usage</li> <li>• Oil usage</li> </ul>	<p>previous year, &amp; comparison to baseline for:</p> <p><input type="checkbox"/> DEC scores across whole estate</p>	and graphs showing trends, with supporting commentary regarding exceptions / key trends.	feeds to go into the Authority CAFM system)		
1.8.4.	F-gas report	Fugitive emissions	<p>Details of all fugitive emissions arising on the estate including:</p> <ul style="list-style-type: none"> <li>• Site</li> <li>• Equipment/ refrigeration unit involved</li> <li>• Gas capacity of equipment/refrigeration unit (kg)</li> <li>• Date of works</li> <li>• F-gas type</li> <li>• GWP conversion factor (kgCO<sub>2</sub>e / kg)</li> <li>• Initial F-gas charge (kg)</li> <li>• F-gas charge added (kg)</li> <li>• F-gas volume disposed (kg)</li> </ul>	<p>Year to date trend, comparison to previous year, &amp; comparison to baseline for:</p> <p><input type="checkbox"/> Total F-gas emissions</p>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Quarterly (monthly preferred)	No

Ref	Sub Report Name	Area	Data required	Trend Data	Format	Media	Minimum Frequency	Real time preferred
			<input type="checkbox"/> Calculated carbon emissions					
1.8.5.	Meter reading report	Meter reading service fulfilment	Details of manual meter reading service: <ul style="list-style-type: none"> <li>• Site <input type="checkbox"/> Utility</li> <li>• Meter order/reference</li> <li>• Meter serial number</li> <li>• Supply number</li> <li>• Date of previous read</li> <li>• Previous read value</li> <li>• Date current read due</li> <li>• Date current read taken</li> <li>• Current read value</li> <li>• Calculated usage</li> <li>• Date next read due</li> <li>• Reason for missed read</li> </ul>	Year to date trend for: <ul style="list-style-type: none"> <li>• Overall contract % missed reads</li> <li>• Individual site % missed reads</li> <li>• Average no. days missed</li> <li>• Maximum no. days missed</li> <li>• Most popular missed read reason</li> </ul>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Monthly	Yes
1.8.6.	Waste volumes report	Waste performance	Waste volumes (in tonnes) collected as part of waste services on the contract, broken down by: <ul style="list-style-type: none"> <li>• Site</li> <li>• Individual collections</li> <li>• Waste stream / material type (including EWC code)</li> <li>• Waste disposal location</li> <li>• Estimated or actual figures</li> </ul>	Year to date trend, comparison to previous year, & comparison to baseline for: <ul style="list-style-type: none"> <li>• Total waste volume</li> <li>• Recycling %</li> <li>• Landfill %</li> <li>• Each waste stream volume</li> <li>• Each site performance</li> </ul>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Monthly	No



1.8.7.	Waste collections report	Waste collection service fulfilment	Details of completed or missed collections, broken down by: <input type="checkbox"/> Site	Year to date trend for: <input type="checkbox"/> Overall contract % missed	Spreadsheet with raw data and graphs showing trends, with supporting	e-mail and online (all data feeds to go into the Authority)	Monthly	Yes
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Ref	Sub Report Name	Area	Data required	Trend Data	Format	Media	Minimum Frequency	Real time preferred
			<ul style="list-style-type: none"> <li>Waste carrier</li> <li>Individual collections</li> <li>Reason for missed collection</li> </ul>	<ul style="list-style-type: none"> <li>collections</li> <li>Individual site % missed collections</li> <li>Most popular missed collection reason</li> </ul>	commentary regarding exceptions / key trends.	CAFM system)		

1.8.8.	Consumer Single Use Plastics (CSUP) report	Consumer Single Use Plastics (CSUP) usage	<p>Procurement figures for individual no. of CSUP items purchased. Current CSUP list includes (but may be subject to change):</p> <ul style="list-style-type: none"> <li>• Coffee cups with plastic lining</li> <li>• Water cups</li> <li>• Straws</li> <li>• Stirrers</li> <li>• Cutlery</li> <li>• Condiment sachets</li> <li>• Milk jiggers</li> <li>• Plates/takeaway food containers</li> <li>• Tea bags containing plastic</li> <li>• Enveloped tea bags and hot drink/sugar sachets</li> <li>• Individually wrapped biscuits</li> <li>• Plastic film in sandwich containers</li> <li>• Shrink wrap used in catering, toast/sandwich wrappers</li> </ul>	<p>Year to date trend, comparison to previous year, &amp; comparison to baseline for:</p> <ul style="list-style-type: none"> <li>• Total no. CSUP items</li> <li>• Each individual item</li> </ul>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Quarterly (monthly preferred)	No
Ref	Sub Report Name	Area	Data required	Trend Data	Format	Media	Minimum Frequency	Real time preferred

			<ul style="list-style-type: none"> <li>• Catering milk replaced with glass bottles or pergals</li> <li>• Drinks bottles</li> <li>• Tetra pak cartons</li> <li>• Water bottles</li> <li>• Bags</li> <li>• Disposable cleaning bottles</li> <li>• Plastic cleaning brushes</li> <li>• Disposable cleaning wipes</li> <li>• Furniture packaging</li> <li>• Dispatch packaging/polylopes</li> <li>• Stationery items wrapped in plastic</li> <li>• Plastic pens/highlighters</li> <li>• Markers</li> <li>• Rulers</li> <li>• Pockets, plastic covers for in-house printed booklets, plastic wallets</li> </ul>					
1.8.9.	Catering food wastage report	Catering food wastage	<p>Catering services data on:</p> <ul style="list-style-type: none"> <li>• Food products made</li> <li>• Food products sold</li> <li>• Food products wasted</li> </ul> <p>Recorded in number of meals and weight (if possible).</p>	<p>Year to date trend, comparison to previous year, &amp; comparison to baseline for:</p> <p><input type="checkbox"/> % food product wasted</p>	Spreadsheet with raw data and graphs showing trends, with supporting commentary regarding exceptions / key trends.	e-mail and online (all data feeds to go into the Authority CAFM system)	Quarterly (monthly preferred)	No

### 1.9. Health and Safety and Compliance

Details of health and safety issues and incidents and how they are being resolved.

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.9.1.	RIDDOR	Number of reportable incidents	Number of reportable incidents for the reporting period	Number of reportable incidents for the last six months	Table and Graph with supporting commentary regarding exceptions	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Monthly (*RIDDOR incidents to be reported when they occur, this report is a summary of the events in the reporting period)	Yes
1.9.2.	Non-reportable accidents	Number of nonreportable accidents	Number of accidents for the reporting period	Number of accidents for the last six months	Table and Graph with supporting commentary regarding exceptions	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Monthly	No
1.9.3.	Risks and issues	Risks and issues identified	Details of any additional risks and issues identified in the period	n/a	Summary Text	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Monthly	No
1.9.4.	Improvement plans	Health and safety improvement actions	Details of progress against any agreed health and safety improvement plans	n/a	Summary Text	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Monthly	No

1.9.5.	Incident summary report	Major incidents	Summary of any major incidents or near misses and the action taken to prevent future occurrence	n/a	Summary text with recommendations	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Quarterly	No
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Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.9.6.	Statutory compliance works and inspections	Summary of statutory compliance works and inspections	Details of compliance checks and compliance works carried out in period	n/a	Table showing works carried out against maintenance plan	e-mail and on-line (all data feeds to go into the Authority CAFM system)	Quarterly	No
1.9.7.	Statutory compliance documentation	Provision of statutory compliance documentation	Details of documentation required to support	n/a	Formal documents in prescribed formats and summary table	e-mail	Quarterly	No
1.9.8.	Compliance risks and issues	Compliance risks and issues identified	Details of any additional significant risks and issues identified in the period	n/a	Summary Text	e-mail	Quarterly	No

2.8.9.	Compliance Risks & Issues	Compliance risks and issues identified	Details of documentation required to support		Information the supplier holds in relation to the operation of the DWP Estate including supplier internal documents of which undertaken on behalf of DWP such as quarterly H&S inspections, building related risk assessments, inspections in relation to assets etc (not exhaustive)		On Request	
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#### 1.10. Customer service

##### Details of customer satisfaction levels

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.10.1.	Compliments	Compliments received	Number of compliments made within the reporting period	Number of compliments made within the reporting period	Table and Graph with supporting commentary regarding exceptions	on-line through the Authority's CAFM system	Monthly	Yes
1.10.2.	Complaints	Substantiated complaints received	Number of substantiated complaints received within the reporting period	Number of substantiated complaints received within the reporting period	Table and Graph with supporting commentary regarding exceptions	on-line through the Authority's CAFM system	Monthly	Yes



1.10.3.	Customer survey	Results of customer satisfaction survey	Outputs for the survey by building over the last reporting period	Outputs for the survey by building over the last five reporting periods	Table and Graph with supporting commentary regarding exceptions	on-line through the Authority's CAFM system	Annually	Yes
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### 1.11. Planned maintenance

Details of planned maintenance activities carried out during the reporting period (including but not limited to electrical installations, mechanical installations, water treatment, ladders, first aid kits, catering equipment)

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
1.11.1.	PPM activities	Details of activities carried	Details of activities carried out during the reporting	n/a	Summary Text	e-mail and online through the Authority's CAFM	On-going update	Yes

Ref	Sub Report Name	Area	New Data	Trend Data	Format	Media	Minimum Frequency	Real time preferred
		out	period			system		
1.11.2.	Events closed	Number of events closed	% Activities completed within required timescales during the reporting period	% Activities completed within required timescales during the last six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority's CAFM system	Monthly	Yes
		Results of customer satisfaction survey	% Activities completed outside required timescales during the reporting period	% Activities completed outside required timescales during the last six months	Table and Graph with supporting commentary regarding exceptions	e-mail and online through the Authority's CAFM system	Monthly	Yes

1.11.3.	Statutory compliance	Provision of statutory compliance documentation	Details of compliance checks and provision of documentation	n/a	Table and formal documents in prescribed formats	on-line through the Authority's CAFM system and hard copy on request	On-going update	Yes
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### 1.12. Security Systems Specific Reporting

1.12.1. Reporting of False Alarm Management and Police URN Management activities must be clear and unambiguous, allowing the Authority to make informed decisions.

1.12.2. The Supplier shall provide a Monthly URN Management Report, including:

- a. List of all systems and the current Police Response levels
- b. List of Sites without Police response to one or both Police URN's
- c. Reasons sites have no URN and action being taken to reinstate URN's, progress on Police response being reinstated.

1.12.3. The Supplier shall provide a Monthly False Alarm Management Report, including:

- a. Reason for False Alarms; Equipment, Transmission path, User related, ARC, Genuine alarms, etc
- b. Amount of FAM visits made in month
- c. Top 10 sites for false alarms
- d. Any system at risk of losing Police response (the actions taken to prevent lose)

### 1.13. Quotes & Billable Works Reporting

1.13.1. The Supplier shall provide a rolling 12-month Quotations & Billable Works raised and awaiting work order, risk rating of quotes detail what is the risk to the Authority if work is not completed (Red Amber Green – RAG)

1.13.2. The Supplier shall provide a rolling 12-month Quotations & Billable Works with work orders raised and date work was completed.

1.13.3. The Supplier shall provide a detailed delivery glidepath of Authority approved work orders, supporting extrapolated financial forecast variances (where applicable).

### 1.14. Risk Management Reporting

1.14.1. The Supplier shall provide comprehensive Monthly updates in relation to their contractual risk register. These shall include but not be limited to:

- a. Progress against known and existing risks;
- b. Risk mitigation activities; and
- c. Newly identified risks.
- d. Risk identification



- e. Risk assessment
- f. Risk analysis
- g. Risk evaluation

#### **1.15. Framework MI Reporting**

- 1.15.1. The Supplier shall report on its own performance with CCS and shall ensure the Management Information (MI) required by CCS is produced in the required formats and is submitted by the agreed deadlines in accordance with the requirements outlined within Framework Schedule 4 Framework Management. The MI reporting shall include the following:
- a. Modern slavery;
  - b. Carbon net zero;
  - c. Social value - Apprenticeships;
  - d. Social value – Progress against agreed Action Plans;
  - e. Social value - Workforce Diversity and Inclusion;
  - f. Social value - SMEs and VCSEs; and
  - g. Prompt payment compliance and performance.
- 1.15.2. The Supplier shall ensure they remain fully compliant with all MI reporting requirements and shall commit to maintain full compliance as the CCS develops enhanced reporting regimes throughout the lifetime of this Framework Contract.



## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE

**ANNEX G – NON-FUNCTIONAL REQUIREMENTS**

## 1. Definitions

- 1.1. In this Annex, the following words shall have the following meanings and they shall supplement Contract Schedule 1 (Definitions) along with the definitions in clause 1.1 of Contract Schedule 9 (ICT Services)

Recovery Point Objective	The maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time
Recovery Time Objective	The maximum acceptable amount of time for restoring a network or application and regaining access to data after an unplanned disruption

## 2. Objective

- 2.1. This annex details the Non-Functional Requirements that the Supplier, the Supplier System, and the Deliverables shall comply with for the duration of the Contract.

## 3. Accessibility

- 3.1. The Supplier System shall support modern web browser and be browser-agnostic. The Authority currently uses the Microsoft Edge Chromium web browser on Windows 10, Safari 16 on iOS 16+ and Chrome on Android v12+.

## 4. System Architecture

- 4.1. The system architecture of the Supplier System shall support the Authority's large user base with 'architectural elegance' and without undue 'architectural complexity'.
- 4.2. The Supplier shall provide evidence to the Buyer of an operational reference client for the Supplier System architecture to be used at the Buyer (with similar size and complexity).
- 4.3. The Supplier shall ensure that the Supplier System does not rely on any operationally untested architecture.

## 5. Performance, Capacity, and Scalability

- 5.1. The Supplier shall ensure that the Supplier System and all application / system / service components are performant as appropriate to the intended use of the system. This includes (but not limited to) the user interface, data processing and storage, middleware service components, API's, batch, messaging and queues.
- 5.2. The Supplier shall ensure that the Supplier System provides all users of the system with timely responses and a smooth user experience, such that the Supplier System performs tasks and completes operations without delay.
- 5.3. The Supplier shall specify the expected performance of the Supplier System;

- 5.4. The Supplier shall provide monthly reporting on key performance metrics (to be agreed with the Buyer) of the within the Supplier System;
- 5.5. The Supplier shall take proactive steps to avoid mitigate or rectify any risk or impact to the performance of the Supplier System;
- 5.6. The Supplier shall ensure that the Supplier System supports the required number of users, can store the necessary volume of data and documents, and can successfully complete all required operations, without any degradation of performance, capabilities, functionality, or user experience. The Supplier shall ensure that the Supplier System is designed to support future growth in user numbers, system demands, volume of data and documents, and changes in use or usage patterns.

## 6. Availability

- 6.1. The Supplier shall ensure the Supplier System provides high levels of availability and resilience commensurate with its intended use and importance, and in accordance with Good Industry Practice.
- 6.2. The Supplier System shall be available for use 24 hours a day, 7 days a week (except for any contractually allowed non-emergency downtime/scheduled maintenance) to achieve service availability of at least 99.5%.
- 6.3. . All non - emergency downtime/ scheduled maintenance of the Supplier System shall not take place between Monday - Saturday 0700 and 2100 UK time.

## 7. Recoverability

- 7.1. The Supplier System shall reliably meet a Recovery Point Objective (**RPO**) of one (1) hour: the maximum amount of data that could be lost following a system outage, failure or other incident shall be data submitted to the Supplier System in the one hour prior to such failure or incident. The Supplier shall seek to minimise any risk of data loss as far as practicable. .
- 7.2. The Supplier System shall include a comprehensive disaster recovery plan and is compliant with and satisfies the Business Continuity/Disaster Recovery (BCDR) Plan;
- 7.3. The Supplier shall evidence the resiliency and survivability of the Supplier System including any high availability, redundancy, and disaster recovery components, and any back up & Disaster Recovery (DR) testing procedures.
- 7.4. The Supplier System shall meet a Recovery Time Objective (RTO) of four (4) hours: the maximum time for a recovery after a system outage, failure or other incident shall be four hours. The Supplier shall seek to minimise any recovery time as far as practicable.
- 7.5. The Supplier shall be able to generate a reconciliation report that contains all details of any data, event, transaction or communication that was sent to and/or received from any other system up to the time that the solution failed. This requirement is in addition to the requirement to meet the Recovery Point Objective (RPO).

- 7.6. The Supplier shall provide adequate support by telephone in the event of system outage.

## **8. Data**

- 8.1. The Supplier shall ensure that at all times, all data in the Supplier System is in a consistent state and all reporting and responses are based on the committed data.

## **9. Compliance**

- 9.1. The Supplier shall ensure that records within the Supplier System are adequately protected from loss, destruction, falsification, unauthorised access and unauthorised release.
- 9.2. The Supplier System's non-production environments shall provide the option to scrub, mask, or similar to the personal data used transferred into it.
- 9.3. The audit functionality within the Supplier System shall records details of all of the following actions / transactions: Create, Read, Update, Delete. The records shall be made available to the Authority.
- 9.4. All audited actions / transactions within and to/from the Supplier System shall capable of being passed to a third-party Authority auditing solution, in near real time, including the following identifications: GUID/user ID, time/date stamp of action / transaction, MAC address, IP address, Browser type, and Session ID.
- 9.5. The Supplier shall provide all necessary licenses required by the Authority and any other End User of the System(s) Solution in order to access the Supplier System directly.
- 9.6. The Supplier will work with the Authority to adhere to the Authority's digital governance processes, including the following, and it shall be the Supplier's responsibility to meet the conditions required to gain the necessary approvals:
- a) gaining approval of the Supplier System at the Authority's Digital Design Authority;
  - b) completion and sign off of Authority security risk assessments;
  - c) completion and sign off of Authority accessibility compliance assessment;
  - d) completion and sign off of an Authority Data Protection Impact Assessment (DPIA); and
  - e) completion and sign off of a Service Assessment.
- 9.7. The Supplier shall not use any bespoke, custom, or customised software in the Supplier System. Any software changes shall be by way of configuration, and shall not require hard-coding or any changes to source code. The Supplier shall seek and obtain the Authority's prior written approval (which the Authority may in its sole discretion withhold, without giving any reasons) before using any bespoke, custom, or customised software or anything which could potentially be described as such.

## 10. Data Migration

- 10.1. The Supplier System shall provide a data load tool or API sufficient to support data migration into and out of the Supplier System for all current and anticipated future purposes.

## 11. General

- 11.1. If Microsoft Office components are leveraged, the Supplier System shall be compatible with Microsoft 365 or such updated or replacement software as may be released in the future.

## 12. Interoperability

- 12.1. The Supplier System shall support and implement single sign on for Authority users via SAML2.0 (with multiple identity providers)
- 12.2. The Supplier System shall support the OpenID Connect protocol
- 12.3. The Supplier shall ensure that data in transit is protected at rest and when in transit using only TLS 1.2 or later, or an IPsec or TLS VPN gateway.
- 12.4. The Supplier System shall be configured to send all communications traffic solely via HTTPS.
- 12.5. The Supplier shall provide a set of data extraction processes as part of the Supplier System to support the transfer of data between Supplier System and the DWP Data Services Platform. Unless otherwise Approved by the Authority, the extracts are made on a daily basis or such other interval as the parties may agree.
- 12.6. To support the transfer of data between the Supplier System and the Data Services Platform the Supplier System shall include:
- a) message-based interfaces in JSON format;
  - b) metadata that describes the data contained within all the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and shall conform to the Authority's specific standards in respect of naming conventions and also the information provided for each entity and attribute;
  - c) each data extract shall be either batch file or message-based; and
  - d) batch files shall be pipe-separated flat files, incorporate the row count in a header or footer, and shall adhere to an Authority-specified naming convention. Files 2GB and larger shall be separated and assigned sequenced file names.
  - e) For each data extract file, an accompanying MD5 shall be generated, and the file shall be encrypted for transfer using PGP.

- 12.7. The Supplier System shall comply with "Security Standard - Access and Authentication Controls SS-001 (part 1)" as detailed at :  
<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach>

[hment\\_data/file/882754/dwp-ss001-part-1-security-standard-access-and-authentication-controlsv1.1.pdf.](#)

- 12.8. The Supplier ensures that the Supplier System can be accessed by and supported on devices operating on Windows 10, macOS v13+, IOS v16+, Android v12+ and such future operating systems as are released in the future, such that the Supplier System is always compatible with currently supported operating systems and devices.
- 12.9. The Supplier System shall not rely on any client-side plugins. JavaScript, Cookies and 3rd-party cookies shall be enabled.
- 12.10. The Supplier System uses a responsive design to deliver a smooth user experience on any supported device. The Supplier System presents on any screen size with minimal scrolling.
- 12.11. The Supplier System provides end-points using REST API that permits bidirectional transfer of data.
- 12.12. The Supplier System provides the ability for bi-directional file based integrations using FTPS.
- 12.13. FTPS transfer shall require Explicit Passive mode.
- 12.14. FTPS transfer shall require a response back on the same external IP address provided to DWP (i.e. no Network Address Translation).
- 12.15. FTPS transfer will be pushed.
- 12.16. FTPS transfer will be pulled.
- 12.17. FTPS transfer will be encrypted using TLS 1.2.
- 12.18. FTPS transfer will be externally signed with a SHA-2 certificate.
- 12.19. FTPS transfer requires a certificate from the list below:
- 12.20. Certificate Authority Internet|Gateway of GFTS
  - a) DigiCert|C=US, O=DigiCert Inc, OU=www.digicert.com, CN=DigiCert Global Root CA
  - b) Comodo / Add Trust|C=SE, O=AddTrust AB, OU=AddTrust External TTP Network, CN=AddTrust External CA Root
  - c) Verisign / Symantec|C=US, O="VeriSign, Inc.", OU=VeriSign Trust Network, OU="(c) 2006 VeriSign, Inc. - For authorized use only", CN=VeriSign Class 3 Public Primary Certification Authority - G5
  - d) Verisign / Symantec|C=US, O="VeriSign, Inc.", OU=VeriSign Trust Network, OU="(c) 1999 VeriSign, Inc. - For authorized use only", CN=VeriSign Class 2 Public Primary Certification Authority - G3
  - e) GoDaddy|C=US, O="The Go Daddy Group, Inc.", OU=Go Daddy Class 2

#### Certification Authority

- f) Thawte|C=US, O="thawte, Inc.", OU=Certification Services Division, OU="(c) 2008 thawte, Inc. - For authorized use only", CN=thawte Primary Root CA - G3
- g) QuoVadis|C=BM, O=QuoVadis Limited, CN=QuoVadis Root CA 2 G3
- h) DWP|CN=Department for Work and Pensions Root CA
- i) Verisign|C=US, O="VeriSign, Inc.", OU=VeriSign Trust Network, OU="(c) 2006 VeriSign, Inc. - For authorized use only", CN=VeriSign Class 3 Public Primary Certification Authority - G5
- j) Verisign|C=US, O="VeriSign, Inc.", OU=VeriSign Trust Network, OU="(c) 1999 VeriSign, Inc. - For authorized use only", CN=VeriSign Class 2 Public Primary Certification Authority - G3
- k) Entrust|C=US, O="Entrust, Inc.", OU=See [www.entrust.net/legal-terms](http://www.entrust.net/legal-terms), OU="(c) 2009 Entrust, Inc. - for authorized use only", CN=Entrust Root Certification Authority - G2

12.21. FTPS transfers will use a recognised cipher suite from that below (with OpenSSL name in brackets):

- a) TLS\_ECDHE\_ECDSA\_WITH\_AES\_256\_GCM\_SHA384 (ECDHE-ECDSA-AES256-GCM-SHA384)
- b) TLS\_ECDHE\_ECDSA\_WITH\_AES\_128\_GCM\_SHA256 (ECDHE-ECDSA-AES128-GCM-SHA256)
- c) TLS\_DHE\_RSA\_WITH\_AES\_256\_GCM\_SHA384 (DHE-RSA-AES256-GCM-SHA384)
- d) TLS\_DHE\_RSA\_WITH\_AES\_128\_GCM\_SHA256 (DHE-RSA-AES128-GCM-SHA256)
- e) TLS\_RSA\_WITH\_AES\_256\_GCM\_SHA384 (AES256-GCM-SHA384)
- f) TLS\_RSA\_WITH\_AES\_128\_GCM\_SHA256 (AES128-GCM-SHA256)

12.22. Files for pick up/drop off will be in the default folder available upon connection.

12.23. SFTP protocol is available where FTPS cannot be supported.

12.24. Files transferred from DWP will be encrypted using PGP and must not be stored on a system in an unencrypted state.

12.25. DWP will initiate the transfer of data from DWP to the Supplier system.

12.26. DWP will initiate the transfer of data from a Supplier system to DWP.

12.27. The Supplier must provide an appropriate SFTP/FTPS server to connect to.



- 12.28. Accounts on the system should be automatically provisioned with default user rights if logging on using Single Sign On service.

### **13. Mobile Application/Access**

- 13.1. The Supplier shall ensure that any mobile connectivity/application component of the Supplier System will be able to be accessible to both iOS and Android devices with a consistent user experience across platforms;
- 13.2. All primary mobile access to the application shall be via a native application as opposed to a Progressive Web Application (PWA) or responsive mobile web access;
- 13.3. The Supplier shall ensure that any mobile connectivity/application component of the Supplier System ensures that any such application will protect any personal or user data that is stored on the device;
- 13.4. The Supplier shall ensure that any mobile connectivity/application component of the Supplier System will ensure that the user's access permissions is consistent to that assigned, i.e. the user only sees data they are authorised to access.
- 13.5. The Supplier System shall allow the Authority to choose which elements of functionality are available via a user's mobile device, which the Supplier acknowledges may be different dependant on the user type.
- 13.6. The Supplier ensures that access to the mobile application can be restricted by user type.
- 13.7. The Supplier ensures that the mobile application or its equivalent can be made available from a public app store.
- 13.8. The Supplier ensures that the mobile application or its equivalent can be made available from a private app store.
- 13.9. The Supplier ensures that the mobile application supports an additional level of authentication (such as a PIN or similar) which is prompted for on each use of the application and following a short period of inactivity.
- 13.10. The Supplier System supports an additional level of user authentication provided to the Supplier by the Authority to secure the application.
- 13.11. The Supplier System shall not transmit or share information about itself, the device on which it is running, or usage, back to the Supplier or any other 3rd party, without the Authority's Approval (e.g. location, usage info, version, error reporting).
- 13.12. The Supplier ensures that the access to the Supplier System from a personal device or computer does not force the user to have any additional security software, including an Mobile Device Management (MDM) or equivalent deployed to their device.
- 13.13. The Supplier shall not use SSL Pinning, so that traffic can be inspected.
- 13.14. The Supplier Solution shall use Application Transport Security.

13.15. The Supplier System shall use Standard Operating System encryption methods.

#### 14. Operability

14.1. All views, reports and analytics within the Supplier System shall be based on live data, reflecting the current position at the point the report was initially viewed/generated.

#### 15. Portability

15.1. The Supplier System shall provide the capability to export all data in a format that will enable data portability of all data between the Supplier, the Integrator, the Authority, and any other third parties nominated by the Authority from time to time.

15.2. The Supplier shall ensure at the end of the Term that all data relating to the Authority's business and operations will be returned to the Authority (or a third party nominated by the Authority) and all copies held by the Supplier, within the Supplier System systems are properly, securely, and permanently deleted to the fullest extent possible. Where deletion is not technically possible the data shall be made permanently unavailable and inaccessible to the fullest extent possible. The Supplier shall provide evidence of its compliance with these requirement where the Authority so requires, and shall permit inspection by the Authority on reasonable notice.

15.3. The Authority owns all data relating to the Authority that is stored on the Supplier System.

#### 16. Security

16.1. As part of the Supplier System, the Supplier shall provide, obtain any necessary approvals for, and thereafter comply with a security incident plan ("**Security Incident Plan**")

16.2. The Supplier System and the Security Incident Plan shall comply with the Specification and the requirements of Call-Off Schedule 9 (Security) including in relation to the provision of a Information Security Management System (**ISMS**)

#### 17. Service

17.1. The Supplier shall provide the Authority with all service delivery documentation ("**Delivery Documentation**") in accordance with the timescales in the Mobilisation Plan agreed in accordance with Schedule 13 (Mobilisation).

17.2. The Delivery Documentation shall be in English and contain sufficient information to enable the Authority to understand how the Supplier System is designed, its capabilities, functionality, and any limitations, and how the Services are delivered including (without limitation):

- a) details of the Supplier system (including software) and other details necessary for the Authority to understand the technology used to provide the Services;

- b) details of the procedures and processes used by the Supplier Personnel to provide the Services;
  - c) the mechanisms used by the Supplier to measure the service levels as defined in Schedule 14 (Key Performance Indicators); and
  - d) the measures taken to protect the Authority Data and any Personal Data processed as part of the Services.
- 17.3. The Supplier maintains the Delivery Documentation and issue the Authority with an updated copy within five (5) Working Days of any material change to the system or process."
- 17.4. The Supplier shall provide and maintain all detailed architectural documentation of its Supplier System Architecture which clearly demonstrate how the Supplier System is designed and how it meets the Authority's Requirements.
- 17.5. All components of the Supplier System shall be kept updated and within the respective software/hardware Supplier's support for the Term.
- 17.6. The Supplier shall manage all the Supplier System user accounts and allocations as instructed by the Authority. The Supplier shall obtain specific prior written approval from a duly authorised representative of the Authority before granting each request for a non-Authority new user account.
- 17.7. The Supplier shall manage and control any changes to the Supplier System in order to avoid, eliminate and minimise risks of disruption to any part of the Services.
- 17.8. The Supplier shall immediately report to the Authority any System failures that will impact the delivery of the Services provided to either the Authority or Authority's Integrator Supplier in accordance with all functionality required to deliver the Services.
- 17.9. The Supplier on request from the Authority will provide visibility of maintenance and service management documentation within one (1) Working Day of a request being submitted and such documentation will include (without limitation):
- a) maintenance policy, processes, plans;
  - b) activity logs, issue and risk logs, incident logs and problem logs;
  - c) defect logs; and
  - d) lessons-learned logs.
- 17.10. The Supplier shall provide monthly service performance management information and exception reports, including details of (without limitation):
- a) Availability of the Supplier System(s);
  - b) System Performance / Responsiveness;

- c) number of minor and major degradations of service;
- d) System Recovery Times;
- e) recovery times;
- f) diagnostics and lessons-learned;
- g) failures in regulatory and/or security compliance and
- h) data integrity.

- 17.11. The Supplier shall ensure that the Supplier System does not block the normal upgrade path of any software according to the relevant Best Practice guidelines (e.g. due to Supplier applied configuration changes) The Supplier shall ensure that any changes are preserved in the event of any form of upgrade path or patching requirement so as to enable roll-back if necessary, without need for significant effort to protect such changes; and requires minimal or zero effort to reapply Supplier configuration changes following any form of upgrade path, patching requirement or roll-back.
- 17.12. The Supplier's approach to maintenance and downtime shall follow current ITIL best practice.
- 17.13. The Supplier shall publish a schedule of service downtime for the maintenance, patching, upgrade or fix of all services at least two weeks before the event. Maintenance shall be undertaken during an agreed overnight period, managed appropriately during the maintenance periods, and account for the needs of data back-ups and any necessary testing and quality assurance activities.

## 18. Solution Integration

- 18.1. In accordance with the Mobilisation Plan approved in accordance with Schedule 7 (Mobilisation), the Supplier shall integrate the Supplier System with the Integrator System and the Authority System (and those of its suppliers and business partners), in order to provide the required functionality.
- 18.2. The Supplier shall integrate systems with a view to achieving the greatest possible performance, reliability, recoverability, useability, and simplicity of operating and maintaining the data;
- 18.3. The Supplier shall produce a control document for any integration interface, when any of the following criteria apply to the exchange of data between systems: exchanges of data via automated system to system interfaces; and exchanges of data via manual process between system to system interface(s).
- 18.4. The Supplier shall make any revisions necessary to the Delivery Documentation from time to time and promptly make them available to the Authority in an agreed manner.
- 18.5. The Supplier shall ensure that if an enhancement to an interface is required, including where a new version of the interface is provided, there is no impact on the Supplier System, previous versions of that interface or on other interfaces used by external systems;
- 18.6. The Supplier shall analyse all defects, errors and deficiencies identified by or notified to the Supplier with respect to the Supplier System and the Services provided, and resolves these to the extent the error is caused by the operation of the Services. In all cases the Supplier cooperates with any third parties to resolve errors;

- 18.7. The Supplier shall ensure that all interfaces and all functionality behind these, and all parts of the Supplier System, are fully operational and available to their respective user groups based on the operating regime as a minimum;
- 18.8. The Supplier shall conduct regular maintenance for interfaces to an agreed maintenance period and frequency, which are publicised to the Authority in advance and managed appropriately during the maintenance periods;
- 18.9. The Supplier shall ensure appropriate segregation of data to prevent leakage of information that could compromise the Authority, or the Supplier, or any relevant third party.
- 18.10. The Supplier shall proactively seek to improve the performance and capability of the Supplier System throughout the Term. Recommendations will be made quarterly to the Authority on potential improvements to either people, process, or systems. The Authority will determine if any changes should be made to the Services in accordance with the Change Control Procedure.
- 18.11. Any connections, interfaces or integrations with Authority information systems or digital services will be subject to the Authority information risk assessment. The Supplier will make design and controls information available to the Authority upon request.
- 18.12. The Supplier shall implement data input and output integrity routines (i.e., reconciliation and edit checks) for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.

## 19. Supplier Exit

- 19.1. Within three (3) months after the *starting* date, provide the Exit Plan including the Systems and Data requirements, in accordance with Schedule 22 Exit Management.
- 19.2. The Supplier shall ensure that all data, data formats, databases and data structures, records, documents, , reports and reporting formats, software customisations, or other information, New IPR or Know--How created, updated, accessed, referred to or otherwise used in performance of the Services and/or the delivery of the Supplier System are delivered to the Authority (or a third party nominated by the Authority) on request, at the expiry of the Term, and/or on termination. The format of any data will be determined by the Authority and notified to the Supplier not less than three (3) months prior to the date on which the Authority requires the data to be provided by the Supplier.
- 19.3. After handing over documentation and information, the Supplier shall confirm that all copies (including but not limited to: technical architecture and sensitive Authority information such as IP addresses) have been securely destroyed."
- 19.4. The Supplier shall cooperate with the Authority (and any third party nominated by the Authority) in transitioning the Service / Supplier System to any new supplier at the end of the Term, or on termination, should the Authority require it.

## 20. Usability

- 20.1. The Supplier shall provide information (including metadata) that enables system administrators or application users to understand:
- a) any data presented on any screen, report or dashboard that is part of the application;
  - b) any application data that is made available for extraction (e.g. through a supplier-defined layer) or reporting (e.g. through a native reporting or analytics capability); and
  - c) any data produced as a result of the operation of the application (e.g. audit/logging data, performance and usage data, system events)
- 20.1.1. This information shall include as a minimum:
- a) names and descriptions of datasets (e.g. files or tables);
  - b) names and descriptions of data items within each dataset;
  - c) descriptions of relationships between datasets;
  - d) data item formats, sizes and optionality;
  - e) an indication of whether each data item is intended to hold personal data; and
  - f) the meanings of status, type or other item values that are predefined by the Supplier.
- 20.2. The metadata provided shall be made available by the Supplier in a format that can be uploaded directly into a database.
- 20.3. When future application changes made by the Supplier cause the previously provided metadata to become incomplete or invalid, the Supplier shall issue timely updates to the metadata in the same format(s) as the original.
- 20.4. The Supplier shall provide information (including metadata) that describes the data contained within all of the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and conform to Authority-specific naming conventions. The entity and attribute descriptions shall include at least the following: name, description, format, size, personally identifiable information (PII) indicator and validation rules. The possible inclusion of additional items of metadata will be determined in consultation with the Supplier.
- 20.5. The Supplier's roll-out of the Supplier System shall use demonstrable proven change methodology to ensure effective and efficient use of the Supplier System by end users (.
- 20.6. The Supplier shall ensure that at all times (whether during and/or after the Term) the Authority retains ownership of all data collected, used by, and contained within the Supplier Solution.

- 20.7. The Supplier shall ensure that the Authority has access to the Supplier System or aspects of the Supplier system by way of such licenses and other non-proprietary licensing as are appropriate in agreement with the Authority and in compliance with the Mobilisation Plan.
- 20.8. The Supplier shall ensure interaction with the Integrator System, the Authority System, and any other systems as required, with minimal human intervention / maximum automation.
- 20.9. The Supplier shall ensure that the Authority is not responsible for providing any part of the Supplier System, nor for any enabling facilities or resources relating to it, except as expressly agreed by the Authority and in accordance with the Mobilisation Plan.
- 20.10. The Supplier shall permit and enable the Authority (or its nominated third parties) to audit any part of the Supplier System at any time.
- 20.11. The Supplier shall provide a single URL as a direct entry point to access the Supplier System.
- 20.12. The Supplier shall provide URLs as direct entry points to specific functions within the Supplier System.





## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 – SCOPE

**ANNEX H – SYSTEMS AND DATA REQUIREMENTS**

## 1. INTRODUCTION

### 1.1. Objectives

- 1.1.1. The Authority's overall objective is for the provision of a Supplier System that meets the Authority's service-related functional requirements. This Supplier System shall be, with configuration, suitable for recording comprehensively, accurately, and securely all Authority Premises, Asset and Site-specific condition data and the generation, allocation, planning, implementation, and completion of all services required to operate the Authority's Premises efficiently.
- 1.1.2. All capitalised terms in this Annex are defined in Contract Schedule 1.
- 1.1.3. The objective of the additional Data and Systems annex is to outline the key requirements of the Mobilisation Period and Service Period. There are additional details relating to both Data and Systems included within the other work packages contained in Contract Schedule 2 – Scope.

### 1.2. Overview of Requirement

- 1.2.1. The Supplier shall, during the Mobilisation Period (as stated in Schedule 7– (Mobilisation), provide for Approval by the Authority a “Systems(s) Solution”. The Supplier System shall satisfy the requirements of the Contract, including (without limitation) Contract Schedule 2 – Scope.
- 1.2.2. Subject to the provision of reasonable evidence by the Supplier that the requirements of the Agreement have been met in all relevant respects, the Authority will review and Approve the use of all Systems and data storage solutions provided by the Supplier; as contained in the Systems and Data Service Delivery Plan;
- 1.2.3. The Supplier and the Supplier System shall support the Authority's aim to achieve a **single version of truth** – this is a technical concept describing the data warehousing ideal of having either a single centralised database, or at least a distributed synchronised database, which stores all an organisation's data in a consistent and non-redundant form, so that the same information is provided whoever it is accessed by and via whatever system.
- 1.2.4. The Supplier shall provide a Supplier System that satisfies this Annex, and supports the delivery of the other Statement of Requirements Schedules, including Contract Schedule 2 – Scope and other Annexes.
- 1.2.5. Without prejudice to the above, the Supplier shall provide Supplier System as a part of the Services and such Supplier System shall be delivered in accordance with this Contract and using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money. The Supplier shall ensure the Supplier System shall comply with all requirements set out in this Contract, including, without limitation, the Contract Schedule 2 - Scope and the Mobilisation Plan.

This Schedule sets out specific requirements relating to systems and data and should be read in conjunction with all other Statement of Requirements that include reference to Functional System Requirements.

The Supplier shall provide all reasonable assistance requested by the Authority in relation to the Services being provided by the Supplier, including in relation to the identification of any additional datasets that are required or will enhance reporting

- 1.2.6. The Supplier shall review the Authority's Integrator's plans for the Mobilisation Period and provide advice including but not limited to:
- (a) Interoperability between the Integrator system(s), the Authority System, and the Supplier System, and any other relevant and any associated risks; and
  - (b) general risks associated with data transfer between these systems.
- 1.2.7. The Authority's primary means of accessing the CAFM will be through the Authority or the Authority's Integrator Supplier platform.

## **2. ADHERENCE TO STANDARDS**

- 2.1. The Supplier shall ensure that they adhere to all standards outlined below ensuring that the latest addition and/or successors are used:
- (a) Information Security: ISO/IEC 27001:2022 or successor
  - (b) Business Continuity: ISO/IEC 22301:2019 or successor
  - (c) Cyber Essentials Plus Certification
  - (d) SaaS services should be compliant to NCSC's Cloud Security Principles
  - (e) the Authority's security policies and standards published on <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> from time to time; and
  - (f) other applicable security policies and standards notified by the Authority to the Supplier from time to time
- 2.2. Additionally, all other relevant legally required standards should be adhered to.

## **3. INTEGRATION**

### **3.1. Integration method**

- 3.1.1. The Supplier shall work collaboratively with both the Authority and the Authority's Supply Chain Integrator to ensure data pertinent to this contract interfaces with the Authority's Integrator System and data storage solutions, the Authority System, and any other required third party systems. The Supplier is specifically required to have the capability to interface its CAFM System with the Authority's Supply Chain Integrator CAFM System Solution

(and/or any replacement that occurs during the term of this Contract).

- 3.1.2. The Supplier shall use industry standard interfaces as appropriate for relevant data for the functionality (The required method for live transaction messages is Restful Application Programming Interface (API) for CAFM-to-CAFM Integration. Where another method of CAFM-to-CAFM Integration is proposed it should be no less frequent or performant). Asset management is currently dealt with through upload templates as it is not currently a full integration, but the Supplier System shall support the future use of an API or other appropriate interface for Asset data.
- 3.1.3. The Supplier must ensure its Supplier Solution maintains appropriate data feeds for all relevant data to ensure reporting can be replicated and support a single version of the truth.
- 3.1.4. The current system architecture is detailed in Appendix A - Integrator System Overview. The Integrator's API Work Order Transactional Specification is detailed in Appendix B - Work Order Transactional API Specification to this document.

## **3.2. Environment**

- 3.2.1. The DWP is currently operating in a Microsoft environment and envisages that user access to the Supplier System will be primarily through Microsoft Edge. The Buyer currently uses Microsoft teams, including softphone for telephony on sites as well as the Microsoft Office Suite. To collaborate and communicate effectively bidders will require access to an enterprise Microsoft 365 service ensuring all versions are evergreen.
- 3.2.2. The Supplier must conduct and rely on its own due diligence on the Authority System, the Integrator System, and all other details and factors relevant to the design and provision of the Supplier System.
- 3.2.3. The Supplier shall ensure that the Supplier System can seamlessly and effectively operate in conjunction with the Authority System, the Integrator System, and all other relevant systems, throughout the duration of the Services and is able to adapt to changes and updates which may occur during that period without any degradation or interruption of the Services.

## **4. DATA AND REPORTING**

### **4.1. Reporting**

- 4.1.1. Due to the role of the integrator, it is vital that data flows appropriately in order to support reporting.
- 4.1.2. The Supplier will ensure that
  - (a) All data used to generate reports is held within or is accessible by the integrator. This includes, but is not limited to CAFM

system synchronisation as well as appropriate data feeds to the integrator data solution if from other systems;

- (b) Work with the integrator to ensure the most effective outcome happens at all times;
- (c) Primary access to reporting will be through the integrator's reporting platform. Support the integrator in providing a dynamic reporting capability to the Authority via electronic interface accessible via portal and web browser facility;
- (d) The format, standard and frequency of data is developed and agreed with the Authority and delivered in accordance with their requirements;
- (e) The information required to report against its agreed KPIs is contained within the CAFM system (or systems most appropriate for the data) and maintained accurately at all times;
- (f) A single version of the truth is maintained between supply chain and integrator CAFM systems (See 4.2.2);
- (g) A single version of the truth is maintained between the supply chain and all other relevant systems;
- (h) Assume the obligation to ensure compatibility with the reporting platform that is currently PowerBI; and
- (i) Reporting should flow from the supplier to the integrator with both parties working together to ensure continuous improvement and innovation take place.

4.1.3. The Supplier shall provide data to support a broad and comprehensive reporting solution under the following categories:

- (a) Industry-standard FM reports;
- (b) Performance measurement and statistical reporting; and
- (c) Security metrics/events from access systems, building systems and associated infrastructure as part of compliance with the DWP Protective Monitoring Security Policy ([publishing.service.gov.uk](https://publishing.service.gov.uk)).

## **4.2. Data**

### **4.2.1. Data flows**

- 4.2.1.1. Data flows are diagrammatically detailed for information only in (see Appendix A) but the Supplier is responsible for its own due

diligence.

#### 4.2.2. Master asset reporting

- 4.2.2.1. The master asset register is held by the Authority's Integrator Supplier, the master asset data shall be held by the Supplier. Although the Authority is the data owner, the Supplier is therefore the steward of the asset data; for the life of the Contract they are responsible for the improvement of the data.

#### 4.2.3. Data Quality

- 4.2.3.1. It is the Authority's intent to move towards better Master Data management which includes visibility of data lineage and data quality among other things and the Supplier shall support this.
- 4.2.3.2. The intent is to achieve this through the deployment of Master Data Management tooling by the Authority or its Integrator Supplier. The Supplier shall ensure that appropriate access to its data storage is provided when required.
- 4.2.3.3. Providing data quality reporting will focus all parties on data quality and allow appropriate interventions to be made that will improve data confidence.
- 4.2.3.4. Master Data Management may be used to assign ownership of relevant data fields, data sets as well as data dictionaries, where appropriate, across all organisations to ensure uniform understanding and interpretation of data fields.
- 4.2.3.5. Where appropriate all parties will be expected to maintain relevant fields within their control.
- 4.2.3.6. The Supplier shall provide the Authority with appropriate read only access to its system and its data storage to enable the deployment of data quality monitoring software assessment, establishing a data quality baseline and monitor impacts of data quality improvement initiatives.
- 4.2.3.7. The Supplier will be provided with appropriate access to work with the Authority and its Integrator Supplier to capture appropriate data knowledge, discharge its duty as data steward, capture as appropriate its data dictionary (to agreed level of detail) and to be able the tri-party collaboration on data sharing and building universal understanding of the Authority's Data and its Data environment

#### 4.2.4. Data Dictionary

- 4.2.4.1. The Authority will provide the Authority's Data Dictionary

(currently managed by the Authority's Integrator Supplier) during the Mobilisation Period.

- 4.2.4.2. The Supplier must provide a Data Dictionary that will be mapped back to the Authority's data dictionary and Authority's Integrator Supplier's data environment.
- 4.2.4.3. The Supplier shall work with the Authority's integrator Supplier during the Mobilisation Period to agree the data dictionary and understand that it shall be subject to change in line with requirements.

#### 4.2.5. Data Retention

- 4.2.5.1. The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

#### 4.2.6. Data Transformation

- 4.2.6.1. Where data is exported from the CAFM and other data sources and imported into a data warehouse solution and data reporting platform (such as Tableau, Power BI etc), and if applicable within the CAFM system:
- 4.2.6.2. The Supplier shall ensure that there is transparency on all data transformation reflected either directly or within the Authority or their integrator's reporting platform (i.e. the formulas or calculations used to derive outcomes are available on the Authority's request)
- 4.2.6.3. On exit the Supplier shall provide to the Authority all data and supporting files required to replicate the current reporting, including but not limited to the data models in an acceptable and agreed industry standard format as well as the unique reporting file that support the production of the reports.
- 4.2.6.4. Any data and data transformations, reports, formats, data structures, configurations, algorithms, or any other content that forms part of a decision making process for the Authority will be deemed to be the intellectual property rights of the Authority and therefore must be transparent to the Authority and handed

back to the Authority on exit.

4.2.6.5. Refer to Appendix C – Data Mapping Interface.

## 5. Authority's Integrator Supplier

5.1. The Authority's operating model currently includes a Supply Chain Integrator (see Appendix A). The Integrator Supplier is independent from the Authority's Supply Chain and provides an aggregated data, reporting and systems service. The Supply Chain Integrator is responsible for:

- a) providing a single up to date and accurate version of all Authority data and information, including a master asset registers;
- b) reporting holistically across the Authority's Estate and Estate Services;
- c) processing all supply chain invoices and payments; and
- d) providing a helpdesk to the Authority's workforce for all Estates' related problems/incidents/maintenance
- e) providing a system and process for the creation, dissemination, management, and closure of work orders between the Authority and Authority Supply Chain Members

5.2. Further details of the integrator model are provided in "DWP Estates Operating Model-7-What is the Integrator Document".<sup>1</sup> The Supplier must rely on its own due diligence in this regard.

5.3. The Authority reserves the right to change its delivery model during the tenure of the contract and the Supplier shall fully co-operate with such a change. One option is for the Supplier to perform the role of the integrator. As such the Supplier must have the capability to perform the role of the integrator and deliver all the activities outlined in section 5.1

## 6. DWP Digital Requirements

6.1. All Suppliers are required to adhere to the standards and procedures as prescribed by DWP Digital, these include but are not limited to the following

- (a) Non-functional requirements (Annex G)
- (b) Accessibility / WCAG 2.1 AA
- (c) Data protection impact assessment (part 1, and part 2 if appropriate)
- (d) Dynatrace
- (e) Single Sign On (include trusted partner status)

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<sup>1</sup> Document was provided in the Data Room during the tender process.



- (f) Service wrap
- (g) Enterprise Security Risk Management
- (h) Digital Design Authority Advisory
- (i) No time sensitivity
- (j) First level of risk management.
- (k) Protective Monitoring Security Policy
- (l) the Authority's security policies and standards published on <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> from time to time; and
- (m) other applicable security policies and standards notified by the Authority to the Supplier from time to time.

## 7. Testing

- 7.1. In accordance with the Mobilisation Plan and Good Industry Practice, the Supplier must conduct appropriate testing at the appropriate stages on all aspects of the Supplier System (including UAT testing involving the Authority and Integrator) and the Supplier will keep the Authority and the Integrator clearly sighted on all testing and its outcomes.
- 7.2. The Authority retains the right to input into the testing program and the Supplier will comply with the Authority's requirements.
- 7.3. The Supplier will conduct regression testing as necessary during the life of the contract to provide assurance that changes or updates will not degrade impair or interrupt any aspect of the Supplier System.

## 8. System

- 8.1. It is the responsibility of the Supplier to keep its CAFM system and any other systems relevant and up to date to industry standards and software refreshed and within current mainstream support to ensure that it is capable of delivering an appropriate level of service for the duration of the contract.

## 9. Digitisation

- 9.1. The Authority's intent is to move away from paper based (e.g. cleaning rota/user access) documentation to a digitised solution, the Supplier will support and co-operate with the Authority in this regard.
- 9.2. The Supplier shall use digital reporting wherever possible
- 9.3. The Supplier shall support the achievement of the Authority's aim to speed up compliance assurance, and also to reap the benefits of wider sources of data held within documentation. (e.g. spotting trends in behaviour or building

profiles, harvesting certification dates and other relevant data fields)

## 10. Artificial Intelligence and Machine Learning

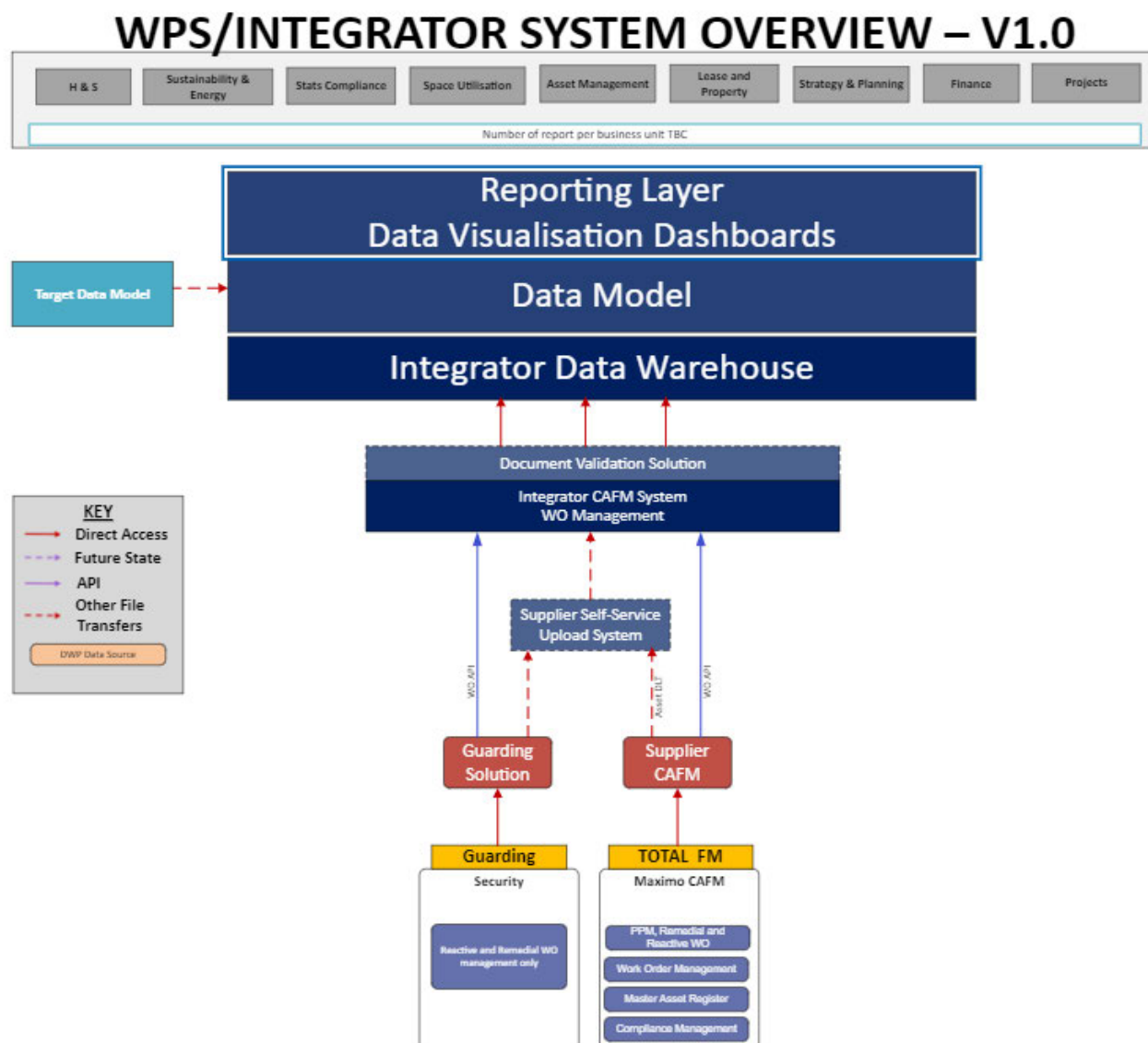
- 10.1. There must be visibility and appropriate labelling within the reporting to where Machine Learning Applications (ML) and Artificial Intelligence (AI) has been used to derive outcomes that has informed decisions and what application have been used for that.
- 10.2. Where ML applications are used, the Authority has the right to request the algorithms used as well as the right to interrogate the development process
- 10.3. When ML and AI have been used to derive outcomes there must be the ability on request for appropriate auditing to be carried out.
- 10.4. The Supplier shall register all ML and AI applications with the Authority to ensure transparency and facilitate to relevant authorities as required.
- 10.5. Additionally, the Supplier shall adhere to the following principles (this may change over the life of the contract):
  - (a) *Fully Explainable.* Any outputs from suppliers use of AI technology should be fully explainable for governance purposes and that accountability for the accuracy and fairness of the system can be maintained throughout its use.
  - (b) *Mandatory Safeguards.* Where there is a potential risk of harm or discrimination to service users, existing safeguards to prevent negative consequences should be updated with new safeguards to mitigate this.
  - (c) *Continuous Evaluation.* Suppliers will regularly test, learn, adapt, monitor and evaluate their approach and application of these technologies to check they continue to meet both the business requirement and user needs.
  - (d) *Data Protection.* The Supplier will safeguard the privacy of the individual in their use of AI in line with data protection rules. The Authority may agree to share data with approved third parties acting on our behalf but this data will not be used outside of the agreed purpose by those partners for their own gain.
  - (e) *Ethical, Informed & Transparent.* Suppliers will underpin all deployment decisions taken on AI using a clear governance and decision framework to ensure its development is ethical, informed and transparent. This includes being informed and supported by consultation with independent bodies, academic experts and research.
  - (f) *Human Oversight of Decision Making.* Suppliers will not automatically determine or deny access to services using

Artificial Intelligence. A final decision will always involve a human agent.

## 11. Security

- 11.1. The Authority`s security policies and standards apply as defined in documents on this link - DWP procurement: security policies and standards - GOV.UK ([www.gov.uk](http://www.gov.uk)). The Supplier shall be responsible for ensuring compliance and for obtaining any necessary approvals or accreditations. Any areas of non-compliance must be notified to the Authority in writing as soon as the Supplier becomes aware of them.
- 11.2. All bidders are required to confirm that security metrics/events from access systems, building systems and associated infrastructure as part of the service are available to the Authority for monitoring. The Authority`s policy related to this can be found here DWP Protective Monitoring Security Policy ([publishing.service.gov.uk](http://publishing.service.gov.uk))
- 11.3. The Supplier must provide details with the metrics and events data to the security team in the format and through the delivery mechanism required and as noted in DWP Protective Monitoring Security Policy ([publishing.service.gov.uk](http://publishing.service.gov.uk))
- 11.4. The Supplier shall provide the Software Bill of Materials for any devices. The Authority has permission to scan devices for software vulnerabilities in firmware.

## Appendix A – Integrator System Overview



## Appendix B – Work Order Transactional API Specification

See separate file - “Appendix B - Work Order Transactional API Specification v1.5.pdf”

## Appendix C – Interface Data Mapping

See separate file - “Appendix C - Interface Data Mapping v8”

Redacted

DWP Work Order Transactional  
API Specification

Version	Date	Author	Checked
V0.1 DRAFT	15/07/2021	Redacted	Not Issued
V0.2 DRAFT	15/02/2022		
V0.3 DRAFT	18/02/2022		
V0.4 DRAFT	23/02/2022		
V0.5 DRAFT	07/03/2022		
V0.6 DRAFT	14/03/2022		
V1.0	17/03/2022		
V1.2	08/06/2022		
V1.3	19/07/2022		NOT ISSUED
V1.4			
V1.5	03/11/2022		

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**Appendix C – Interface Data Mapping to Annex H – Systems and Data Requirements to  
Contract Schedule 2: Scope**

The Parties agree that the version of this Appendix C to Annex X to Contract Schedule 2 stored on the Client's JAGGAER system is the agreed live excel version of this Appendix C to Annex X to Contract Schedule 2 contained within this Contract Schedule.



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**DEPARTMENT FOR WORK AND PENSIONS**  
CONTRACT SCHEDULE 2 – SCOPE

***ANNEX I - 'TASK' COMPETENCY PASSPORT SCHEME***

**COMMERCIAL IN CONFIDENCE**

1<sup>st</sup> July 2023



CONTENTS

1. VERSION CONTROL .....3

2. INTRODUCTION AND CONTEXT .....3

3. DEFINITIONS AND ABBREVIATIONS .....3

4. COMPETENCY PASSPORT SCHEME – ‘TASK’ .....3

    4.1. What is a Competency Passport Scheme? .....4

    4.2. What is the Authority's Vision for the TASK Passport Scheme? .....4

    4.3. What are the objectives of the TASK Competency Passport Scheme? .....4

    4.4. What does the scheme need to cover? .....5

    4.5. Which groups of people should the scheme cover? .....5

5. ‘TASK’ PASSPORT SCHEME DETAILS .....6

    5.1. Digital Implementation .....6

    5.2. Assurance .....6

    5.3. ‘TASK’ Cards .....7

    5.4. Management of Training Needs .....7

    5.5. Control of Access .....8

    5.6. Management of Emergency Requirements .....8

    5.7. Continuous Improvement .....8

    5.8. Reporting .....9

6. MINIMUM REQUIREMENTS FOR THE DWP ESTATE .....9

## 1. VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	21-04-23	Redacted	All	Initial Draft	N/A
V1.1	01-07-23		All	Final	N/A

## 2. INTRODUCTION AND CONTEXT

This document has been developed to provide the Supplier with the Authority's requirements for the Supplier's delivery of a competency management passport scheme on the Authority's Premises. For the avoidance of doubt, the costs for the services defined in this document shall be included in the Management Overhead costs.

## 3. DEFINITIONS AND ABBREVIATIONS

Competent	The combination of training, skills, experience, and knowledge that a person has and their ability to apply them to perform a task
Competency Framework	A structure that sets out and defines each individual competency required by individuals in a particular role.
Passport	The 'authorisation' to work on the Authority's Premises based on a defined set of training and qualifications criteria.
Passport Holder	The individual issued with a 'TASK' card.

## 4. COMPETENCY PASSPORT SCHEME – 'TASK'

The Authority requires the Supplier to design, develop, implement, and manage a competency management passport scheme across the Authority's premises. The scheme shall be referred to as the Authority's TASK (Training, Accreditation, Skills, and Knowledge) Passport Scheme.

This passport scheme shall be based on a competency framework developed by the Supplier in liaison with the Authority and shall be applicable to the Supplier's staff, sub-contractors, other Authority Supply Chain Members and some Authority groups such

as Asset Surveyors and Compliance Auditors. The Supplier, in meeting this requirement, may develop their own software, database and digital technology or they may purchase established capability from existing providers to meet the requirements of the Authority.

#### **4.1. What is a Competency Passport Scheme?**

A competency passport scheme is way of combining all skills, competencies, and qualifications, regardless of the provider/awarding body, in a single place using a single card. This same card can also be used as a method of providing identification of the individual. Therefore, this card becomes the authorisation for the individual to access areas and undertake works.

By using digital technology, there is no need to provide and carry different documentation such as certificates to prove competency. All the data, documents and information on an individual's qualifications and training and their authorisation to access certain areas of the Authority's Premises can be held in the cloud making it accessible anywhere and at any time.

#### **4.2. What is the Authority's Vision for the TASK Passport Scheme?**

The Authority's vision for the TASK passport scheme is threefold:

- ✓ to ensure that all staff and contractors throughout the Estates Supply Chain working on the Authority's Premises do so safely and are competent to deliver the task that they have been deployed to.
- ✓ to ensure that all staff and contractors throughout the Supply Chain working on the Authority's Premises are aware of the Authority's health and safety standards and any site-specific hazards before they commence work.
- ✓ to ensure that all staff and contractors entering controlled or restricted areas have the relevant authorisation to do so.

#### **4.3. What are the objectives of the TASK Competency Passport Scheme?**

The Supplier shall develop the TASK passport scheme in order to achieve the following objectives on behalf of the Authority:

- All qualifications and training are recorded in one online database.
- All qualifications and training are available to view by anyone, anywhere and at any time.
- Minimum training standards are achieved for all passport holders.
- Trained and competent people are working on the Authority's Premises.
- The right people are deployed in the right roles with the right knowledge, skills, and competencies to conduct the task.
- The ability to control access into restricted areas to only those competent and authorised.

- The ability to define what good looks like i.e., the minimum standard for each role/function.
- The ability to ensure training is kept up to date.
- The ability to conduct effective and evidence-based compliance auditing.
- The ability to generate a dashboard of competency data.
- The ability to report on an individual's training status and provide alerts to employers and individuals.
- The ability to ensure Permit to Work Authorisers are technically competent and authorised to issue permits.

#### **4.4. What does the scheme need to cover?**

The scheme shall be based on a competency framework developed by the Supplier, in liaison with the Authority, which specifies the minimum requirements for each role in the following categories:

##### **4.4.1. Core Competencies**

Core competencies often function as a foundation of the framework and apply to all roles and all staff members. This would typically include company inductions, DWP induction, reporting processes, incidents/accidents, access/security requirements etc.

##### **4.4.2. QHSE Competencies**

The quality, health, safety and environmental skills, training and knowledge related to roles within the organisation. For example, IOSH Managing Safely, Asbestos Awareness, BOHS P405 Management of Asbestos in Buildings, knowledge of ISO 9001, ISO 14001 etc.

##### **4.4.3. Technical Competencies**

Technical competencies reflect the responsibilities and duties of a certain position, title or role and the tools and abilities necessary to complete them. For example, 18th Edition NICEIC Electrical Certificate is required to work on electrical isolations.

Some assets/systems require specialist technical knowledge and the Supplier shall identify these assets, flag them in the CAFM and ensure that the relevant training is included in the passport scheme.

Permit to Work Authorisers will require specific technical competencies in order to be considered technically competent to approve permits.

##### **4.4.4. Leadership Competencies**

Skills and behaviours that contribute to leadership performance. In the context of this scheme, this is focussed on supervision and FM roles.



#### 4.5. Which groups of people should the scheme cover?

The scheme shall be managed by the Supplier but is required to cover all resources that lead, supervise or physically work on the Authority's Premises except for Project Contractors engaged and managed by the Projects Team. Therefore, the scheme will need to cover :

- The Supplier's own staff/employees
- The Supplier's sub-contractors and specialists engaged by the Supplier to work on the Authority's Premises.
- The staff/employees of the Authority's appointed Guarding Contractor.
- Nominated Authority staff.
- Authority personnel requiring access into restricted areas/higher risk environments.
- Permit to Work Authorisers.
- Specialist Contractors appointed by the Authority to undertake Asbestos surveys/management, Fire Risk Assessments, Water Risk Assessments and Lift Technical Support.
- Any other ad-hoc Contractors appointed by the Authority to work on the Authority's Premises.

Note that this will be finalised and agreed collaboratively with the supplier and the Authority during the mobilisation period.

## 5. 'TASK' PASSPORT SCHEME DETAILS

### 5.1. Digital Implementation

The scheme shall be constructed using the most recent and reliable digital technology available to provide a single online secure database of skills, training, and qualifications. Ideally cloud based, the system shall enable the instant checking of all Passport Holders via QR codes or other similar references linked to the online database that is instantly accessible by everyone.

The database shall have the capability that enables the Passport Holder and/or their Employer to upload documents, training certificates and additional qualifications to their profile.

The database shall be secure, compliant with data privacy legislation and simply structured to organise all current and historical data along with any supporting certification required. This structure should enable the easy generation of skill matrices and training status reports.

The interface shall be user-friendly and provide a clear and unambiguous overview of the training and skills associated with the Passport holder.

The Supplier shall assess and consider the development/procurement of a smartphone app to provide the users with increased access to the portal for document/certification uploads.

## 5.2. Assurance

The Supplier is required to ensure adequate provision of resources and processes to enable the review and verification of documents, certification and qualifications provided by individuals and/or their employer. Once verified, the Supplier shall upload the documents onto the secure portal ready for remote access and update the Passport Holder's profile and authorisations accordingly.

The Supplier, in issuing a Passport to an individual, is accountable for ensuring that the individual has the skills, training and qualifications commensurate with the Passport issued.

The Supplier shall provide full access to the system to nominated Authority representatives in order to complete audits and assurance checks on the Supplier's management of the passport scheme. The Supplier's Health and Safety management team will also be required to audit compliance and the effectiveness of the system to deliver the Authority's objectives. The Supplier shall, during Mobilisation, compile a schedule of audits to be agreed with the Authority and shall subsequently deliver the audits of the process from end to end (I.e. from Engineer delivering a PPM through the passport process to demonstration of adequate training and qualifications) monthly, providing reports to the Authority on the findings.

## 5.3. 'TASK' Cards

The Supplier shall issue a physical card to the Passport Holder that shall include, as a minimum:

- Full name of the individual
- Photograph that has been verified by the Supplier or their nominated delegate with appropriate identification
- Employer details
- QR Code or reference number and link to online database

This card provides the means of remote verification of proficiency by allowing access to personal training, assessment, and competency records and also proves the identification of the individual.

The system shall ensure the security of the data and that no personal or sensitive information is accessible via the portal.

## 5.4. Management of Training Needs

The database shall be structured to provide a clear list of the skills, competencies, and training needs of an individual in a particular role. This list for an individual shall utilise a simple traffic light system to determine the status of the minimum training requirements:

Training is current – **GREEN**

Training is due to expire – **AMBER**

Training has expired – **RED**

In addition, the system shall record the dates of training completed, details of the training including frequency of re-training and standard achieved, expiry date and electronic copies of documentation, where required.

The system shall also generate automatic reminders which can be sent directly to the Passport Holder and their Employer/Supervisor.

### **5.5. Control of Access**

The passport system shall be used to control access to buildings and controlled/restricted areas within buildings, such as lift plant rooms, plant rooms, HV equipment rooms, server/IT rooms. Note that there may be additional processes required to achieve access into certain restricted areas, for example the request process for accessing server/IT rooms.

The Supplier shall determine the minimum criteria in terms of each of the categories described in section 4.4 for an individual to access each type of restricted area. When an individual presents themselves on site for work in a restricted area, the Guarding Contractor or the Authority's nominated representative shall assess their authority to access the area requested prior to issuing keys and/or allowing the individual to enter the area.

The Supplier shall also define the assets, in the CAFM using an agreed data field, that reside in restricted areas such that the CAFM can identify when a particular restricted area authorised person is required to conduct the works.

### **5.6. Management of Emergency Requirements**

The Supplier shall determine a process to assure competency and provide access where resources are required urgently on the Authority's Premises and an authorised Passport Holder is unavailable. Under these circumstances, the Supplier shall provide a structure of delegated authority within the Supplier's organisation to approve the temporary provision and enable access including the potential supervision/escorting by a person deemed competent.

Following each occurrence of the provision of temporary authorisation where a Passport Holder was unavailable, the Supplier shall assess and report to the Authority the cause of the incident and the measures taken to assure competency and prevent re-occurrence.

### **5.7. Continuous Improvement**

The Passport Scheme has the potential to provide assurance of competency along with effective and efficient management of works on the Authority's premises. The Authority and the Supplier shall work collaboratively to ensure the effective implementation of the scheme.

The Authority requires that the Supplier continually seeks to improve the impact and reach of the Passport Scheme. This may include, for example, expanding the scheme to cover other Suppliers or personnel within the Authority's organisation,

to provide online training/testing or to include other competencies (for example leadership). The Supplier is required to be proactive and collaborative in the continuous improvement and development of the TASK Passport scheme.

### 5.8. Reporting

The Supplier shall provide a monthly report to the Authority on the management of the passport scheme. The contents of this report shall be agreed between the Supplier and the Authority during the mobilisation period. The report shall include (but not be limited to)

- Statistics on Passport holders (new joiners, leavers, skills coverage etc.),
- Effectiveness of the assurance process (number of checks undertaken of individual's qualifications/certificates and findings).
- Number of occurrences of access denied and causes.
- Any disruption/delays to planned and reactive works due to lack of authorised Passport Holders.

## 6. MINIMUM REQUIREMENTS FOR THE DWP ESTATE

The Authority has a set of minimum competency requirements for inclusion in the competency Passport scheme, as below. Note that these training requirements will not be required for all Supplier and Sub-Contractor roles, but the Supplier shall include the training in the Passport Scheme and determine the need for each against each specific role.

Competency Category	Training	Frequency
Core Competencies	DWP Induction (all personnel working on DWP Estate)	Every 5 years
	Supplier Induction	As required by Supplier
	Customer Care	Every 2 years
	Fraud and Bribery Awareness	To be agreed with Supplier/Authority
	Security and Access Control	To be agreed with Supplier/Authority
	Equality, Diversity, and Inclusion Policies	As required by Supplier
QHSE	Asbestos Awareness (all personnel physically working on	Every 12 months

Competencies	Authority Premises)	
	Legionella Awareness (all personnel working on water systems)	Every 2 years
	Mental Health Awareness	As required by Supplier
	First Aid and Accident Reporting	As required by Supplier
	Safe Systems of Work Awareness (Permit to Work) (all personnel physically working on Authority Premises)	To be agreed by Supplier/Authority
	Waste Management	As required by Supplier
	IOSH Managing Safely (all personnel in leadership/supervisory role)	To be agreed by Supplier/Authority
	Construction (Design and Management) Regulations 2015	As required by Supplier
	Risk Assessment (all personnel in leadership/supervisory role)	As required by Supplier
	Confined Space Awareness	As required by Supplier
	Risk Assessment Awareness (all personnel physically working on Authority Premises)	As required by Supplier
	Permit to Work Awareness (all personnel physically working on Authority Premises)	As required by Supplier
	Fire Warden Training & Emergency Coordinating Office role instruction	To be agreed with Supplier/Authority
	Fire Safety Training (all personnel supervising physical works on Authority Premises)	Every 12 months
	Working with Hazardous Substances (COSHH)	As required by Supplier



**DEPARTMENT FOR WORK AND PENSIONS**  
 'TASK' Competency Management Passport Scheme

	Manual Handling Training	As required by Supplier
	Display Screen Equipment Training	As required by Supplier
	Driving at Work	As required by Supplier
	Managing Lone Working Risks	As required by Supplier
	Mental Health First Aid	As required by Supplier
	Working at Height	As required by Supplier
Technical Competencies	Determined by Supplier	As required by Supplier
Leadership Competencies	Level 4 Award IWFM or equivalent (FM Role)	
	Others - Determined by Supplier	As required by Supplier



## **The Department for Work and Pensions**

### **Fire Safety Policy**

## Department for Work &amp; Pensions

## Fire Safety Policy

	Page
1. Introduction	3
2. Legislation	3
3. Policy Statement	3
4. Responsibilities	4
5. Reporting Structure	5
6. Record Keeping	6
7. Review	6



## 1.0 Introduction

This policy sets out our commitment to assure the safety of all staff, visitors, and members of the public present in our buildings from the risk of fire.

## 2.0 Legislation

The main pieces of fire safety legislation in the UK are The Regulatory Reform (Fire Safety) Order 2005 (the RRO) and the Fire Safety (Scotland) Regulations 2006. The two pieces of legislation are broadly similar and seek to achieve the same ends. The legislation places certain duties on 'responsible persons' to ensure compliance with relevant legislation.

- Ensure suitable and sufficient fire risk assessments for all premises
- Implement protective and preventative measures as required to ensure the safety of all 'relevant persons'
- Appoint competent person(s) to assist him/her in implementing the measures as required

Further pieces of legislation relating to fire safety include the Fire Safety Act 2021 and the Building Safety Act 2022. This legislation is aimed at those with responsibilities in relation to high rise residential properties. The impact of these pieces of legislation on DWP is limited but is covered by this policy.

Enforcement of fire safety legislation as it relates to the Department, lies with the Crown Premises Fire Safety Inspectorate.

## 3.0 Policy Statement

The Department of Work and Pensions commits to providing and maintaining a safe and healthy workplace and to protecting its employees, visitors, contractors and members of the public against fire and the effects of fire within its premises, through adherence to all relevant UK legislation and standards with respect to fire.

### We will deliver this policy by:

- Clearly defining roles, responsibilities and accountabilities with regards to fire safety
- Developing and implementing appropriate fire safety procedures and arrangements to safeguard all building users and occupiers against the risks and consequences of fire.
- Enabling all building users to reach a place of safety in the event of an emergency, through the development of suitable fire and emergency evacuation plans and practice drills
- Appointing one or more competent persons to provide competent fire safety advice
- Ensuring suitable and sufficient fire risk assessments (FRA) are completed for all properties held or occupied by DWP and that control measures are identified and implemented, to reduce risks to a tolerable level
- Ensuring that all systems provided to secure fire safety are maintained by a competent person in working order and good repair in accordance with fire risk assessments and the relevant standards
- Ensuring our buildings and facilities are designed, constructed and maintained in accordance with relevant fire safety standards

## Department for Work &amp; Pensions

## Fire Safety Policy

- Providing employees and others, as required, with appropriate fire safety information, instruction and training
- Ensuring sufficient numbers of trained individuals (fire wardens) are available to assist with fire evacuations
- Cooperating and communicating with any other “Responsible Persons”, as necessary, to ensure coordination of fire response in buildings with shared responsibilities
- Where necessary due to the application of the Building Safety Act 2022, registering the building with the Building Safety Regulator and preparing a ‘Safety Case Report’
- Maintaining the ‘golden thread’ of information relating to the property to ensure all information is readily available and accessible

#### 4.0 Responsibilities

Responsibility for fire safety is devolved through the organisational structure. Ultimate responsibility is held at the highest level, but all colleagues are required to engage with fire safety measures to ensure compliance. Specific actions and duties are also given to the supply chain. Within this section, posts with specific responsibilities are outlined, but every post in the chain of command bears some level of responsibility for fire safety.

- **Permanent Secretary** – ultimate responsibility for fire safety across the DWP, ensuring adequate resources are provided to assure compliance.
- **Director of Estates** – overall responsibility for ensuring compliance with fire safety legislation as it relates to DWP premises. Responsible for ensuring resources are deployed effectively to ensure premises are suitably protected from the risk of fire and that building users have safe routes of evacuation.
- **Deputy Director of People Safety** – overall responsibility for aspects of fire safety as they relate to the management of people such as evacuation planning and provision of fire wardens.
- **DWP Integrator** – responsible for provision of DWPs Helpdesk service which allows rapid raising and resolution of issues relating to fire safety, for the issuing of regular PPM work orders to ensure effective maintenance of fire safety measures and for keeping records relating to the completion of PPMs and reactive maintenance requests.
- **DWP Supply Chain** – to undertake fire risk assessments on behalf of the authority and to provide competent advice on fire safety matters. Provide and maintain active and passive fire safety measures to a suitable standard as per contracted requirements.
- **Supply Chain Facilities Managers** – responsible for assisting in the organisation of fire evacuation drills, the training of fire wardens and the development of personal emergency evacuation plans (PEEPs). Undertaking the ECO role (see below) on sites where they are permanently based. Assist with the annual review of the FRA.
- **DWP Field Team** – responsible for assuring compliance with fire safety legislation on properties within their portfolio, through the rapid resolution of issues raised through the Helpdesk and engagement with subject matter experts.
- **Senior Responsible Officers** – responsible for ensuring fire safety arrangements are maintained in their property. Appoint an adequate number of appropriately trained fire wardens. Support line managers with the creation of Personal Emergency Evacuation Plans (PEEPs) for staff who require them. Ensure an adequate number of fire

## Department for Work &amp; Pensions

## Fire Safety Policy

evacuation drills are undertaken each year. Engage with the annual review of the FRA.

- **Emergency Co-ordinating Officers (ECO)** – will act as the focal point during an evacuation; liaising with the emergency services, the Incident Control Officer, security guards, fire wardens and other key personnel; retaining copies of PEEP summaries. The ECO role resides with the Facilities Management provider and only arises on sites where the FM provider has a permanent presence. On other sites, the role of the ECO will merge with the ICO
- **Incident Control Officers (ICO)** – working with the ECO to co-ordinate any evacuation; receiving reports from the ECO; disseminating information to staff and trade unions; acting as ECO when there is no ECO based on site
- **Fire and Bomb Wardens** – responsible for assisting with the evacuation of DWP premises on the sounding of the fire alarm. Responsibility for supporting any other arrangements devised for reasons of fire safety.
- **Security Officers** – responsible for working alongside DWP and supply chain staff to maintain fire precautions; assisting with emergency evacuations; ensuring the building remains secure while unoccupied and ensuring no one returns until the all clear is given; assisting the fire service with access to the building and locating fire safety features, as necessary
- **Personal Emergency Evacuation Plan Buddies** – responsible for assisting colleagues for whom a PEEP has been developed to escape from DWP premises on the sounding of the fire alarm; responsible for ensuring completion of necessary training with suitable frequency.
- **Line Managers** – responsible for ensuring all direct reports understand the actions required of them in the event of a fire or fire alarm; ensuring any direct reports requiring a PEEP are identified and assisting in the development of the PEEP and identification of buddies. Review of the PEEP at least annually.
- **All staff** - responsible for ensuring awareness and understanding of fire precautions; completing basic fire safety training modules; following instructions relating to fire & evacuation issued by fire wardens or security officers; taking appropriate action on discovering a fire or on activation of the fire alarm. Undertaking any other actions ascribed to them for reasons of fire safety

## 5.0 Reporting structure for fire safety

The reporting structure for fire safety follows the management structure of the department. The reporting structure for the supply chain follows the Supply Chain model, with issues being raised by the supply chain to DWP Supply Chain Managers and DWP Field Managers.

All fire incidents are to be reported via the Safety Online Accident Reporting System (SOARS), the departments online incident reporting system. Fire or fire alarm incidents reported this way will be subject to investigation.

Damage to or failure of fire safety measures such as fire barriers and fire alarm systems must be reported immediately via the Helpdesk. Incidents involving the failure of fire safety measures will be subject to investigation and mitigation. Failure of fire safety measures will result in a review of the fire risk assessment.

## 6.0 Record keeping

Appropriate records will be kept providing assurance to the department or it's regulators that fire safety is appropriately managed. Records will include but are not limited to fire risk assessments; fire evacuation strategies and plans; maintenance and ppm records for fire safety assets; records of fire and fire alarm incidents; staff training records; records of fire evacuation drills. All records will remain the property of the department and will be kept in line with the departments document retention policy. All records will be stored electronically on the departments computer aided facilities management (CAFM) system, but site specific records will also be kept in paper form on in the site log book.

## 7.0 Review

This policy will be reviewed as and when necessary, such as following changes in legislation or significant fire safety incidents and at least annually.

Document Status					
Revision	Date	Status or Comment	Prepared By	Checked By	Authorised By
1.0	March 2023	Current	Redacted	Redacted	Redacted



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**DEPARTMENT FOR WORK AND PENSIONS**  
**CONTRACT SCHEDULE 2 – SCOPE**  
**ANNEX K - ASSET MANAGEMENT STATEMENT OF REQUIREMENTS**

**COMMERCIAL IN CONFIDENCE**

8<sup>th</sup> July 2023

**CONTENTS**

**1 VERSION CONTROL ..... 2**

**2 INTRODUCTION AND CONTEXT ..... 2**

**3 DEFINITIONS AND ABBREVIATIONS ..... 3**

**4 ASSET MANAGEMENT SYSTEM ..... 3**

    4.1 ISO 55000 Standard ..... 3

    4.2 Supplier’s Asset Management Solution ..... 5

**5 ASSET DATA ..... 6**

    5.1 Data Assurance and Quality ..... 6

    5.2 FMS002, Asset Data Standard ..... 8

    5.3 Asset Data Hierarchy ..... 8

    5.4 Core Asset Fields ..... 9

    5.5 Parent/Child Asset Structuring and ‘Virtual Assets’ ..... 9

**6 MANAGEMENT OF ASSET CHANGE ..... 11**

    6.1 Management of Asset Change Process ..... 11

    6.2 Asset Numbering Convention ..... 13

    6.3 Physical Asset Tagging ..... 13



6.4 New Premises Acquisition .....	14
6.5 Divestment of Premises.....	15
6.6 Projects .....	15
6.7 Asset Criticality .....	16
6.8 Management of Warranties .....	16
<b>7 MANAGEMENT OF PHYSICAL ASSETS .....</b>	<b>16</b>
7.1 Asset Condition Assessment .....	16
7.2 Beyond Economic Repair (BER) .....	18
7.3 Forward Maintenance Register.....	19
7.4 Visibility of Planned Works .....	19
7.5 Management of Reactive Work Orders.....	19
7.6 Asset Performance Monitoring.....	20
7.7 Asset Manufacturer Alerts.....	21
Appendix 1 – Core Asset Data Fields .....	21
Appendix 2 – Scope of Asset Verification Audits/Survey .....	28

## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	15-02-23	Redacted	All	Initial Draft	N/A
V1.1	08-07-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

This document has been developed to provide the Workplace Services Supplier with guidance on the minimum standards required by the Authority in the delivery of asset management on the Authority premises.

DWP's Estate consists of a fluctuating number of properties, including a wide range of property types including aged, new, retail properties and large corporate centres. As such, it is critical that the Supplier routinely delivers the basic expectations of asset management (as defined in this document) to manage a complex and diverse portfolio of assets. The Supplier shall perform checks on their delivery of this asset management solution to ensure performance failures are identified and proactively addressed.

**For the avoidance of doubt, all costs incurred in the delivery of the asset management solution, as defined in this document, are covered in the Management Overheads.**

### 3 DEFINITIONS AND ABBREVIATIONS

Asset	An asset is an item or entity (component of a building) that has potential value to an organisation
Asset Register	A list of all assets that DWP has responsibility for, across the Premises, constructed from the master asset data
Asset Management Solution	The combination of people, principles, processes, systems and culture that enable the delivery of an effective approach to the management of assets in order to optimise the value to the Authority
BAU	Business As Usual
CAFM	Computer Aided Facilities Management system – refers to both the Supplier's and Authority's CAFM (Integrator) as both systems shall align at all times
DWP	Department for Work and Pensions, the 'Authority'
FMR	Forward Maintenance Register
LCW	Lifecycle Works
PPM	Planned Preventative Maintenance
Site	An individual location containing one or more buildings, also referred to as the 'Premises'

### 4 ASSET MANAGEMENT SYSTEM

#### 4.1 ISO 55000 Standard

The Supplier shall provide an asset management solution that is compliant and aligns with:

- ISO 55000:2014, Asset Management Overview, Principles and Terminology

- ISO 55001:2014, Asset Management, Management Systems Requirements
- ISO 55002:2018, Asset Management, Management Systems Guidelines for the implementation of ISO 55001

Asset management is the coordinated activity of an organisation to realise value from assets and within DWP, the fundamental principles of Asset Management are:

- Value – assets exist to provide value to the organisation, in particular the key stakeholders. Therefore, a critical factor in having an effective asset management solution is understanding the value of the assets, the performance of assets and making decisions accordingly.
- Alignment – asset management translates the organisational objectives into technical and financial decisions, plans and activities. Asset management requires line of sight from organisational objectives through to tactical plans and measures.
- Leadership – leadership and workplace culture are determinants of value and realisation. Asset management requires leadership to drive and show commitment to the process.
- Assurance – Asset management provides assurance that assets will fulfil their required purpose. This requires the organisation to measure progress and performance.

Within DWP, the intent of effectively applying ISO 55000 is to achieve the following value to the organisation:

- Improved financial performance
- Informed asset management decisions
- Managed risk
- Improved services and less disruption to operations
- Demonstrated compliance
- Improved organisational sustainability □ Improved efficiency and effectiveness

The Supplier shall be required to provide suitable and sufficient resources, technical expertise, systems, and processes that ensure the effective delivery of an Asset Management Solution aligned with the Authority's drivers (above).

The Supplier shall define the suite of processes, procedures and the governance required to deliver the Asset Management Solution, documenting these processes, and recording these in the Service Delivery Plan for Hard FM/Asset Management. The Supplier shall review this Service Delivery Plan annually, with the Authority, to confirm it remains aligned to the Authority's objectives.

The Supplier shall include in their Asset Management Solution, their process of auditing delivery of this solution and how they will address non-conformities and corrective actions.

The Supplier shall implement internal audit regimes on their Asset Management Solution, at least annually and in accordance with ISO 19011 and ISO 55001, to



evaluate the effective implementation of processes and the extent to which the processes result in the intended outcomes.

## **4.2 Supplier's Asset Management Solution**

The Supplier is required to provide a holistic Asset Management Solution to optimise, on behalf of the Authority, the portfolio of physical assets on the Premises. The Supplier shall provide to the Authority, during the mobilisation period, a Service Delivery Plan for Hard FM/Asset Management Plan that defines the Asset Management Solution and addresses all resources required to deliver this holistic solution, including:

- Communication systems – when establishing the communications systems, the Supplier shall use a systematic approach to identify key stakeholders and any gaps in awareness and information needs. The communications systems approach shall address what needs to be communicated, to whom, by when and how.
- Document management systems – the Supplier shall ensure that documented information is available in a suitable medium, whenever needed and that it is adequately controlled and protected. All data, documents and information held by the Supplier in relation to the Authority's Premises shall remain the property of the Authority and shall be provided, to the Authority, at all times, on request and unhindered.
- Human resource management systems – the Supplier shall establish and manage robust systems of defining roles and responsibilities, recruiting, ensuring appropriate management of technical competencies, management of sub-contractors, training/development, assessing performance and making appropriate interventions.
- Information technology systems – the Supplier shall use the latest available digital technology where possible to ensure the efficiency of the Asset Management Solution. Where systems can automatically interface, this approach shall be used by the Supplier to reduce error and omissions.
- Technical oversight – the Supplier shall ensure that reactive and planned maintenance and service activities are undertaken with technical oversight such that the Authority can make informed decisions based on asset risk, costs and condition. This means that technically competent personnel review the outputs from planned and reactive works, asset performance data, compliance performance and ensure adequate management of forward planning.

The Supplier's Service Delivery Plan for Hard FM/Asset Management shall describe the objectives, strategy, methods and decision-making criteria and accountabilities across the Supplier's organisation. Individual processes that form part of the Asset Management Solution shall be documented, reviewed with the Authority, implemented, and monitored for effectiveness.

## 5 ASSET DATA

### 5.1 Data Assurance and Quality

For the avoidance of doubt, the Authority is the owner of all DWP data stored in the Supplier's CAFM, document management system and all other supplementary systems. As such, the Supplier shall ensure unhindered access to all areas of the Supplier's CAFM (including but not limited to asset, PPM, cost and operational areas), and any supplementary systems, to the Authority at all times. Should the Authority require any asset related data and information (including reactive and remedial works), the Supplier shall provide such within one (1) working day and shall not intentionally withhold or delay the provision of such information. The Supplier's CAFM shall be capable of holding non-asset specific data, information and documents against the individual sites such as the asbestos register, lease information, fire strategy etc. and shall interface this information with the Authority's CAFM so that the Authority's CAFM becomes the single version of the truth.

The Supplier, as Data Steward, is responsible for creating, updating, completing, enhancing and continuously improving the Asset Register, PPM Schedule, and asset performance data (costs, asset operation, performance, efficiency, failures etc.) throughout the term of the Agreement. The Supplier's responsibility for continuous improvement of data includes the improvement of the quality and completeness of data provided on mobilisation, i.e., gaps in the data transferred from the incumbent Supplier becomes the responsibility of the Supplier. The Supplier shall, during the Asset Verification Audit programme to be carried out during Mobilisation (and in accordance with appendix 2), verify the Asset Register comparing this to lease obligations, collecting missing core data field information (appendix 1), re-classifying all (existing and newly collected) asset data according to Uniclass 2015/NRM3, restructure all asset data, ensuring consistent levels of definition of components/assets/systems and upload into the CAFM following Authority approval of the structure/architecture. The Supplier shall define, document and implement processes that ensure that asset data is then subsequently verified each time an asset is subject to a survey/audit, PPM, reactive, remedial works or the replacement of an asset.

The Supplier shall, in agreement with the Authority, implement a framework that ensures ongoing validation, updating and enhancement of the data and that the data is maintained in a manner that ensures its portability between organisations and Suppliers. No additional costs will be incurred by the Authority for this provision.

The Authority's framework for ensuring continuous improvement of asset data quality includes the following:

- **Asset Verification** – The Authority will undertake periodic asset verification exercises to determine the completeness and accuracy of the Asset Register. The Supplier shall verify the Asset Register as part of the due diligence process during the Mobilisation period. The Supplier shall also develop and agree, with the

Authority, a framework for continuous routine and ad-hoc verification of the master asset data and associated PPM schedules. This shall include a review and verification of the core data fields recorded in the CAFM against the asset each time the asset is visited for any reason, including inspection, testing, PPMs, remedial and reactive maintenance works.

- Sampling checks – The Authority will undertake routine surveying of assets across the Premises, during which they will sample physical assets on the site versus the details held in the CAFM to monitor the quality, coverage, and completeness of the data.
- Change management process – The Authority has an established process for the management of asset change, see document Asset Register and PPM Schedule Control. The Supplier is responsible for owning (as Data Steward) and proactively managing the asset change process, **regardless** of the source of the change, volume of change and frequency of change including change from other Authority Suppliers/Suppliers, Projects, DWP Asset team/Compliance team etc. (note this list is not exhaustive and the change the Supplier is required to manage is unlimited). The Supplier shall develop, during Mobilisation, the asset and PPM change form (digital where practicable) and process for originators to submit change. This shall be agreed with the Authority in advance of its use. The Authority oversees the process, approving major changes prior to the upload to the Supplier's CAFM and the Authority's Integrator's CAFM and auditing routine changes to asset data and PPM schedules through a comprehensive suite of asset performance dashboards.
- Data quality checks – The Authority's Asset Data Team routinely assess the completeness, quality and overall coverage of the asset data held in the CAFM. This provides the Authority with insight as to how effectively the Supplier is managing and continuously improving the data and managing asset change. The Authority shall routinely carry out sample checks of all change management processes, audits of missing core data fields, sample checks of asset coding and review of the Asset Management dashboard provided by the Authority's Integrator. The Supplier shall receive the output from such checks and proactively work with the Authority to resolve any gaps, omissions or inaccuracies with the data. The Supplier is required to update the Asset Register with changes/amendments within 7 working days of the receipt of a change request.
- Processes – documented processes to determine responsibilities and governance, data dictionaries, service matrix and core data fields. The Supplier is responsible for defining all processes/procedures (including process flowcharts and RACI) related to the management of assets, PPMs and the delivery of works, for approval/agreement with the Authority during the Mobilisation period.

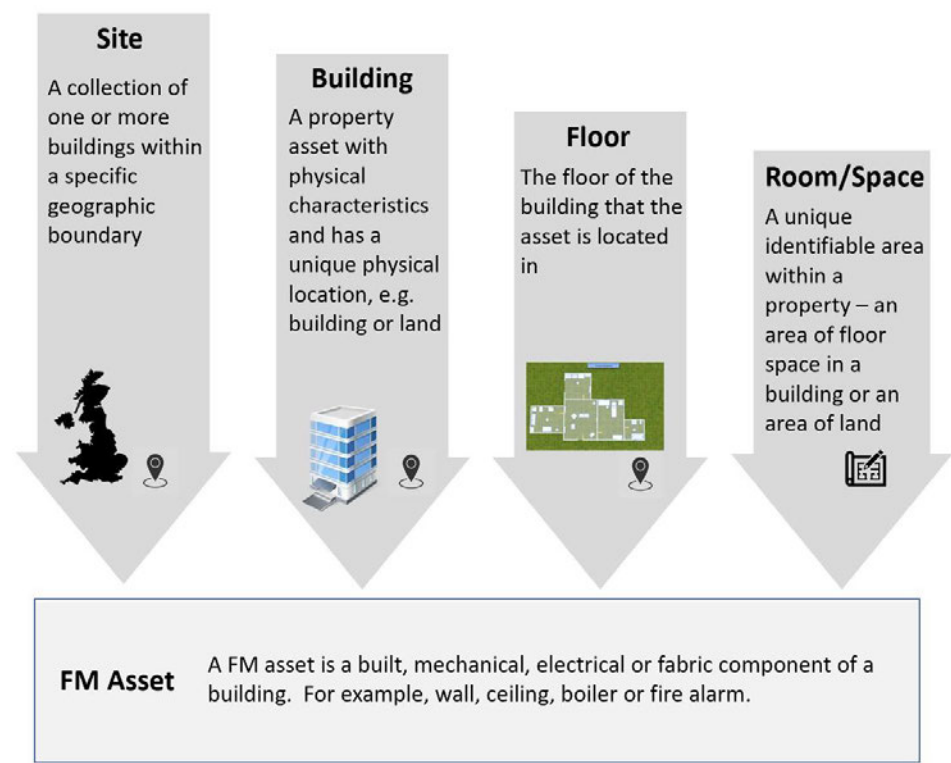
5.2 FMS002, Asset Data Standard

The Supplier shall comply with the requirements of the Office for Government Property (OGP) FM Services standard and FM Asset data standard, FMS002, as interpreted by the Authority and defined in this document.

The aim of this standard is to improve the quality, consistency, interoperability, and usage of facilities management (FM) asset data throughout the Premises (DWP Estate). The intent is to ensure a consistently robust and up-to-date Asset Register, PPM schedule and current knowledge of asset condition and asset risk across the DWP Estate. The requirements of FMS002, have been incorporated into the specification provided in this document.

5.3 Asset Data Hierarchy

The diagram below illustrates the levels of hierarchy.



The Supplier shall construct the CAFM asset database with assets classified according to the latest version of Uniclass 2015 for mechanical and electrical assets and RICS New Rules of Measurement 3 (NRM3) for fabric assets. The CAFM database hierarchy, structure, coding, workflows, operation, and functionality shall be developed during the mobilisation period in liaison with key stakeholders, documented by the Supplier and approved by the Authority.

The Supplier shall be required to convert existing asset data from the incumbent FM Supplier's hierarchy and coding structure to the Uniclass and NRM3 standard. This shall be carried out during the Asset Verification process carried out by the Supplier during Mobilisation (see Schedule 7 Mobilisation) and the subsequent uploading of the master asset data into the CAFM.

The Supplier will also be required to amend the structure of assets in accordance with this document and the agreements made with the Authority during Mobilisation, ensuring that assets that are not individually listed (i.e., child/parent or virtual assets), are appropriately grouped on the Asset Register, see 5.5.

This will mean that the Supplier, during the Mobilisation period and after the Asset Verification Audits, will be required to amend the structure, coding, quantities and classification of all assets. For avoidance of doubt, the cost of performing these tasks shall be included in the Mobilisation Charges.

#### **5.4 Core Asset Fields**

The Supplier shall structure the CAFM to provide the core asset data fields as defined in Appendix 1, as amended from time to time by the Authority's Asset Management Team. Appendix 1 defines which asset attributes are required to be gathered, validated and maintained for each asset type. This document is controlled by the Authority's Asset Management Team. Should these core data fields not be provided by the incumbent FM Supplier to the Supplier during the Mobilisation period, the Supplier will collect this information during the Asset Verification Audits and populate the data fields in the CAFM within the Mobilisation period. The Supplier shall proactively identify and collect any core asset data fields that are not populated in the CAFM on receipt of the asset data from the incumbent FM Supplier.

The Supplier shall structure the CAFM such that flexibility is provided to amend and add to the asset hierarchy and the asset data fields as required by the Authority during the Call-Off Contract Period and to align with the Authority's Integrator CAFM.

The Authority will continuously monitor and audit the completeness and accuracy of the asset data and associated information stored in the Supplier's CAFM and supplementary systems.

#### **5.5 Parent/Child Asset Structuring and 'Virtual Assets'**

The Supplier shall, where practical and reasonable, identify each individual asset on the Asset Register, recording each of the minimum asset attributes against each individual asset. This is necessary to ensure accurate compliance reporting, robust

delivery of PPMs and statutory compliance and the development of asset performance history.

It is acceptable, on agreement by the Authority, for some assets to be grouped on the Asset Register if accompanied by a detailed and controlled asset log held on site. The agreement on which assets can be defined on the asset register as virtual/parent assets shall be made during Mobilisation and before the Asset Verification Audits commence by the Authority. The site asset log for any virtual/parent asset shall be in a format agreed by the Authority, appropriately controlled, subject to change control protocols and uploaded into the CAFM by the Supplier so the Authority always has full visibility of the types and quantities of assets on a Premises. In this case, a virtual/parent asset is created in the CAFM covering a defined group of individual assets with the individual assets listed on the asset log. The Supplier shall ensure that this asset log is kept up to date and controlled such that any changes to the assets on the Premises are updated on the Premises asset log within 24 (twenty-four) hours of the change being made. The adequate control and management of any asset logs by the Supplier shall be documented in a procedure by the Supplier and routinely audited by the Authority.

For example, fire extinguishers and smoke detectors are examples where this approach may be considered acceptable. Where these assets are listed in the CAFM as virtual/parent assets, a controlled log shall be held on the Premises by the Supplier. The Supplier will be required to demonstrate to the Authority that this process of holding controlled, onsite asset specific logs and management of subsequent change is robustly maintained, otherwise all individual assets will need to be held on the Asset Register in the CAFM. This controlled Premises asset log shall list each asset individually with the appropriate level of asset attribute details (to be agreed with the Authority during the Mobilisation period). The associated virtual/parent asset in the CAFM shall record the correct quantity (that correlates to the quantity listed in the onsite asset log) of individual assets recorded on the asset log.

All assets not individually listed on the Asset Register shall be listed by Premises, floor and then by room/space as a minimum rather than a single line entry on the Asset Register for the entire Premises. In addition, all assets will need to have an accurate quantity recorded in the CAFM. For example, water fire extinguishers shall be identified on the Asset Register by floor and then by room/space and the quantity of assets in this area will be recorded against this asset. Where the asset quantity is not defined on the Asset Register received by the Supplier during the Mobilisation period, the Supplier shall collect, verify and upload that data during the Mobilisation period. For fabric assets, for example walls, floors or ceilings, these areas shall be measured by the Supplier during the Asset Verification Audits during Mobilisation if such data is unavailable for verification by the Supplier and shall be recorded on the Asset Register in the quantity data field as per the appropriate unit of measure. For fabric assets, the Supplier shall measure the quantity for inclusion in the master asset data set in the appropriate unit of measure. For example, walls, ceilings, car parks and flooring shall be measured in m<sup>2</sup> and fencing and guttering in linear meters. Consideration shall be given to the level of hierarchy at which these fabric assets are recorded in the Asset



Register. For example, floor area shall be recorded on the Asset Register as a minimum by floor but preferably by room/space where practicable. This hierarchy breakdown shall be agreed with the Authority during Mobilisation.

To define virtual/parent assets, the assets must be of the same asset type (in accordance with SFG20 coding) and must be in the same building and floor / area. For example, Emergency Lighting Fittings (EML) shall be listed by floor as a minimum and shall be recorded on a controlled site-based asset log including a layout plan showing locations.

The grouping of compliance assets in a virtual/parent structure in the Asset Register should be avoided due to issues with compliance reporting, and in all cases, asset grouping and how this is entered into the CAFM must be agreed with the Authority's Asset Management team during the Mobilisation period. The impact of virtual/parent asset structuring must also be considered when defining the compliance reporting calculations. Note that 'virtual/parent assets' will be created in the CAFM to enable the robust management of Fire Risk Assessments, Water Risk Assessments and Asbestos Registers.

Regardless of if the Supplier holds a single line entry in the CAFM for a group of assets (i.e., virtual/parent assets) or if they are individually listed, the Supplier remains obligated to raise a single work order for each remedial action, unless agreed otherwise by the Authority.

## **6 MANAGEMENT OF ASSET CHANGE**

### **6.1 Management of Asset Change Process**

Changes to the Asset Register will result from various events, including but not limited to major capital projects, LCW projects, BAU projects, BAU operations, PPM activities, acquisitions/divestments, and audits/surveys/inspections. These changes may require new assets to be added to the Asset Register, previously unidentified assets to be added to the Asset Register, omissions, inaccurate or out of date information on the Asset Register to be corrected or assets to be removed from the register.

A robust process of managing subsequent change to the Asset Register shall be implemented by the Supplier, aligned and supplementary to the Authority's process, to ensure the Asset Register and CAFM system fully captures and reflects the current assets and core asset data fields on the Premises with their associated life expectancy and costs, and to ensure full and relevant compliance and designated maintenance. This process shall be in accordance with Asset Register and PPM Change process (see Data Room) and shall be agreed with the Authority during Mobilisation. Note that the Authority considers this a critical process and requires the Supplier to ensure appropriate resource, process and systems are in place to effectively manage change. The Supplier is responsible for management of all asset data and PPM changes, irrespective of the source of the change (i.e., events outside of the scope of service of the Supplier, such as Major Projects and new acquisitions), frequency of the change or volume of the change. For the avoidance of doubt, the Supplier is responsible for

implementing all asset and PPM data change within 7 working days of receipt of the request for any change not requiring a physical site survey and within 20 working days for any change requiring a site survey, the application of physical asset tags and/or the collection of asset core data field data (appendix 1). The Supplier is responsible for updating the Asset Register/PPM schedule even when the change has originated from the Authority, other Authority Supplier(s) and any other third party nominated by the Authority and there is no limit on the frequency of change or the volume of change that the Supplier is required to manage and delivery within the 7/20 working days timeframe defined above. The Supplier is responsible for liaising directly with the originator of the changes to ensure that the data provided is complete and accurate. The Supplier is responsible for validating the asset data, creating new and unique asset numbers, physically tagging assets on the Premises (regardless of the source of the change), defining the asset coding/hierarchy, measuring asset quantity for fabric assets (e.g. area, m<sup>2</sup>) collating all relevant data and uploading it into the CAFM, with the appropriate PPM regimes and within the agreed period (7 days where a site survey is not required or 20 days where a site survey is required).

Once identified, the originator of the change shall complete an Asset Change form (to be agreed between the Supplier and Authority) to identify the need for the change and communicate this to the Supplier. The Supplier shall set up a process that provides complete traceability of asset change requests from the originator through to completion and update of the CAFM, ensuring appropriate levels (to be agreed with the Authority) of validation, governance, and control. The Supplier shall provide means to receive change requests, log this in a tracker, check, validate and verify the changes, site survey to confirm the asset details (if necessary), apply a physical tag to all new assets and append the appropriate PPM regimes. On confirming that the data is complete, consistent, and accurate, the Supplier shall either present the request to the Authority's Asset Management team for approval or process the CAFM changes, as per the agreed process. This process shall run in parallel with the commercial approval process for change to expedite the CAFM update and ensure statutory compliance performance and the health and safety of Premises is not compromised. The Supplier shall provide continuous access to the Authority to the Asset Change Tracker, ensuring that the Authority has the oversight necessary to monitor management of asset and PPM data change.

Major and significant change will require prior approval by the Authority's Asset Management Team ahead of presenting this change to the Integrator. See document 'Asset and PPM Schedule Control' for further details.

All other change shall be processed by the Supplier and the Authority's Asset Management Team will monitor and audit the changes implemented on a routine basis.



## 6.2 Asset Numbering Convention

New assets shall be allocated a unique Asset ID based on 9 (nine) characters with a prefix and suffix structure convention that the Supplier shall agree with the Authority's Asset Management team during the Mobilisation period.

Should the Supplier wish to deviate from the agreed convention, the Supplier shall obtain prior approval from the Authority's Asset Management team.

Note that an Asset ID is a unique number that should never be changed or reused once it has been assigned. The Asset ID is unique to a physical asset and not a location. Once an Asset ID has been used, if that asset is to be replaced, the Asset ID should be retired and replaced with a new number. That is to say that the Asset ID should never be reused. The Supplier will update the retired assets' details in the CAFM, indicating that the asset is no longer operational. This will ensure that the historical information stored on the asset is specific to a unique asset rather than a location. Where an asset number is changed but the asset itself has not been decommissioned (for example, changes in format of asset numbering), then the original asset number shall also be retired and the asset status for this number set to decommissioned with a description of the reasoning. All historical information related to the retired asset number shall be transferred, by the Supplier, to the new asset number ensuring the ongoing availability of all historical information and data for that physical asset.

Asset descriptions should be consistent for assets of the same asset type and should exclude unnecessary specific information. Specific information shall be recorded in the designated data fields.

## 6.3 Physical Asset Tagging

The Supplier is responsible for ensuring that all assets that can be physically tagged on site are tagged. The tag shall clearly display the unique Asset ID, bar code/QR code (to be agreed in advance with the Authority's Asset Management team) and any other details required by the Supplier to ensure effective management. The tag shall be legible and of a durable nature such that it resists impact, abrasion, weathering, detergent, UV radiation and corrosion.

It is recognised that it is not possible to tag all assets and the following asset groups are excluded from this requirement:

- Fabric assets where a tag is not physically feasible, e.g., floors, ceilings, walls, drains, gulley's, car parks, roofs, cladding etc.
- Assets that connect system components, e.g., ductwork, pipework, cables, conduit etc.
- High volume assets where tagging adds little value, i.e., lighting (note that this is to be agreed with the Authority).

The Supplier shall assess the status of asset tagging during the Mobilisation period and provide a gap analysis to the Authority of assets on the Premises and on the Asset Register that are not physically tagged. The Supplier shall develop a plan to remedy

any such gaps in asset tagging and shall complete the tagging exercise within 12 months post the Starting Date, following agreement with the Authority.

The Supplier is responsible for the tagging of all assets on the Authority's Premises. On completion of projects, upon notification to the Supplier of asset change or on an ad-hoc basis (i.e., tag missing/damaged/removed), it is the Supplier's responsibility to ensure that the assets are physically tagged. For Project work, it is the Supplier's responsibility to ensure that the Project(s) representative is provided with the appropriate number of asset tags to fully tag the assets impacted by the Project.

When the Authority acquires a new Premises, the Supplier is responsible for ensuring all assets are tagged in accordance with this document and Section 6.4.

The Supplier shall provide the technology and systems capable of reading the existing asset tags which are based on a bar code format, in addition to any new systems and technology required by the Supplier.

#### **6.4 New Premises Acquisition**

When the Authority acquires a new Premises, the Supplier shall carry out an Asset Verification survey of the Premises to gather a complete Asset Register of all assets that the Authority is responsible for including all core data fields, defined in Section 4.5 and Appendix 1. Note that some assets on the Authority's sites are owned and maintained by the Landlord and/or others and the Supplier shall clarify maintenance obligations on the Authority prior to and during the survey of the Premises. This survey shall be completed by the Supplier in sufficient time prior to the opening of the Premises to enable the development of an Asset Register and associated PPM schedules. The survey shall take place no later than 10 working days following notification to the Supplier of the acquisition of the property, subject to the provision of suitable access. Should the maintain and service obligations of the Authority versus the Landlord be unclear to the Supplier, the Supplier shall escalate this to the Authority for resolution.

The Supplier is required to develop and provide to the survey team, risk assessment method statements for all activities to be undertaken by their site survey/inspection team. The Supplier shall arrange access, security, and room keys (including server rooms), liaising directly with the nominated representative on the Premises. The Supplier shall be proactive in ensuring that adequate preparations are carried out to limit the 'no-access' areas. The Supplier shall ensure that personnel and/or subcontractors undertaking surveys must comply with access and key control and management requirements. The Supplier shall ensure that personnel undertaking surveys are fully attuned to the Authority's business environment and the sensitive nature of the Authority's operations. When conducting visits of sites, the Supplier must ensure photographs taken do not record identifiable images of other persons or elements of the Authority's business operations beyond the scope of this Statement of Requirements.

The Asset Verification Audits shall be carried by the Supplier in accordance with Appendix 2.

### **6.5 Divestment of Premises**

Buildings that the Authority is divesting in the future may be subject to a period of low or zero occupancy whilst still under the Authority's control. In this scenario, there remains a need to ensure that due diligence is carried out to determine any ongoing needs to maintain the site and carry out any lease, statutory and health and safety obligations.

Each site that is due to be divested will be subject to a Caretaker Building Maintenance Assessment undertaken by the Authority. This process will also be applied to any site that the Authority wishes to diverge from the usual maintenance plan. During this assessment, each individual PPM will be assessed to determine if it should be continued, amended, or cancelled. This includes any impact the changing status of the site has on the Fire Risk Assessment or Water Risk Assessment. The output of this assessment is an asset/PPM plan that ensures ongoing statutory compliance whilst amending the overall site maintenance plan to address the site's operational status. The output of the assessment will be issued to the Supplier as an instruction to amend the site's maintenance plan. The Supplier shall be required to implement the amended maintenance plan by the date specified on the instruction. Note that the Supplier will continue to be measured on the compliance KPIs for these sites.

The Supplier and Authority shall jointly develop a process, during mobilisation, which addresses how any reactive/remedial works identified on any site that is in Caretaker Building Maintenance status, shall be managed.

### **6.6 Projects**

The Authority undertakes major projects, lifecycle works projects and BAU projects on a routine, ongoing basis. On completion of projects, the Project Contractor is required to identify all changes to the Asset Register, including assets that have been removed, amended or replaced. The Supplier is required to receive any asset change requests from the Contractor and manage the change to the Asset Register in accordance with the requirements in this document and in the 'Asset and PPM Schedule Control'. It is the responsibility of the Supplier to ensure that sufficient information has been received from the Projects Group/Contractor on completion of the project to adequately update the Asset Register and PPM schedules. The Supplier is required to liaise directly with the Projects Group/Contractor to expedite the project handover and data update process. The Supplier shall proactively ensure that all relevant information is obtained on completion of projects. This will include any operations and maintenance documentation, testing and commissioning certificates, warranty information, residual hazards remaining on completion of the project etc. Should the Supplier not obtain this information on completion of projects, they are required to escalate this to both the relevant member of the Projects team and the Authority's Asset Management Team in order to resolve the issue. The Supplier shall collect and retain all asset warranty

information and documentation and tag all assets covered by a valid warranty in the CAFM to ensure appropriate maintenance regimes are delivered and warranties are exercised in the event of failures/faults.

## 6.7 Asset Criticality

All assets will have a criticality rating recorded in the CAFM. This criticality rating is necessary to determine risk to the Premises, where spending should be allocated and the nature/frequency of any maintenance activities.

The assessment of asset criticality is undertaken when a new asset is loaded into the CAFM system. The process of assessing criticality is carried out by the Supplier in liaison with the Authority and in accordance with the Authority's procedure for determining asset criticality. This utilises a typical risk matrix to determine the criticality.

Passenger lift criticality is determined by a number of factors, including the number of lifts on site, age and obsolescence status. This shall be determined jointly by the Supplier and the Authority's nominated Lift technical specialist.

## 6.8 Management of Warranties

The Supplier is wholly responsible for the management of asset/system warranties following new acquisitions, projects and asset replacements undertaken during BA activities. The Supplier shall collect and retain all asset warranty information and documentation and shall record this in the CAFM, against the asset. All assets covered by a valid warranty shall be coded in the CAFM to ensure visibility of all assets covered by a relevant warranty. The Supplier shall ensure that planned and reactive maintenance activities consider any applicable warranty requirements and shall ensure that the CAFM flags assets with warranties in place when reactive work is identified. Where appropriate, any subsequent maintenance activities are to be delivered by exercising the warranty in the event of failures/faults.

During Mobilisation, the Supplier shall develop a process, for approval by the Authority, detailing how warranties shall be managed.

## 7 MANAGEMENT OF PHYSICAL ASSETS

### 7.1 Asset Condition Assessment

The Authority undertakes asset verification and asset condition surveys across the Authority premises on a rolling programme basis. Assets are reviewed and assessed against CIBSE Guide M, Maintenance Engineering and Management, in accordance with the categories shown in Table 1.

A	Good: the asset is 'as new' and can be expected to perform adequately to its full normal life if maintained properly.
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B	Average: the element is sound, operationally safe and exhibits only minor deterioration.
C	Poor: the element is operational but major repair or replacement will be needed.
D	Very Poor: the element runs a serious risk of imminent breakdown or poses a health and safety risk.
X	Beyond Repair: a grade attached to C or D to indicate that it is impossible to improve without replacement.

*Table 1, CIBSE Guide M, Condition Ratings*

The Supplier is required to upload into their CAFM, via the agreed asset change process, the asset condition ratings identified by the Authority's Asset Surveying team unless the Supplier has more recent evidence that demonstrates a different condition rating is required.

In addition to the Authority's asset condition survey programme, the Supplier is required to assess the condition of an asset each time the asset is visited for the purpose of an inspection, test, reset, PPM, remedial or reactive task. During these tasks, the Supplier shall incorporate condition returns in the activity reporting process and these amendments shall be made, by the Supplier, in the CAFM within five (5) working days. The Supplier shall undertake a triage process on detection of any condition assessment changes following activities. This process shall ensure that the extent of the change (for example, change from A to C) is assessed along with the direction of change (for example, DX to C) in order to identify potential error in assessment or change process failure. Should the triage process detect any error or omissions, this shall be resolved by the Supplier who shall record the outcome and actions taken for routine reporting to the Authority. Asset condition rating changes identified by the Supplier that result in the asset condition moving into a CX or DX status, will be proposed to the Authority's Asset Management team along with a justification for approval by the Authority, prior to the amendments being made in the CAFM, in accordance with a process agreed by the Authority during Mobilisation.

Following triage and where there remains a misalignment between the most recent condition rating identified by the Supplier and that identified by the Authority, the following dispute resolution process shall apply:

*Dispute resolution process:*

- The Supplier identifies that the most recent assessment of condition by their nominated representative or that in the CAFM differs from that determined by the Authority.
- The Supplier shall review the evidence to confirm the condition assessment has been recorded, along with any commentary on asset condition.
- The Supplier submits their proposed condition rating to the Authority's Asset Surveyor responsible for the Premises.

- The Authority's Asset Surveyor reviews the proposed change and evidence provided.
- If the Authority's Asset Surveyor agrees with the proposed change in asset condition rating, the request is returned to the Supplier for amendment in the CAFM.
- If the Authority's Asset Surveyor is not in agreement with the proposed change or insufficient evidence is provided, the Supplier's representative and the Authority Asset Surveyor shall discuss their respective findings and collectively agree a position on the condition rating.
- If this discussion does not result in a mutually agreed position, the Authority's condition assessment rating takes precedent and becomes the agreed rating. I.e., the Authority shall be the final arbiter on asset condition rating.

Following resolution of the asset condition rating dispute resolution process, the Supplier will update the condition rating in the CAFM for the respective asset(s) within 5 (five) working days.

## 7.2 Beyond Economic Repair (BER)

The Supplier shall work alongside the Authority in forward planning, providing cost estimates for financial planning and shall advise the Authority when the cost of repairing and/or maintaining an asset outweighs the cost of replacing it and is likely to cause on-going unplanned downtime or pose potential health and safety risks (Beyond Economic Repair). In such cases, the Supplier is required to provide demonstrable evidence that the cost of maintaining the asset over a 12-month period exceeds 50% of the cost of replacing it. Carrying out the assessment of if an asset is Beyond Economic Repair is at the Supplier's cost that is included in the Management Overhead. Note that Beyond Economic Repair shall be determined by condition assessment only and not asset age.

The Authority shall be the final arbiter on whether an asset is Beyond Economic Repair but will act reasonably in reaching such decisions considering any one of the following:

- If the part(s) required to repair the asset are no longer available unless there is a possibility of manufacture of part as a cost-effective alternative; or
  - the asset or part thereof will be unavailable or non-compliant in the near future and/or
  - Any recommendations carried out as a result of Condition Surveys.

Note that Beyond Economic Repair (BER) does not apply to internal fabric assets or assets/asset components that are, by nature, consumed/expended during use, are subject to wear and tear in use or have a limited shelf life, for example filters, batteries, lamps, fire extinguishers, fire blankets, fan belts etc.



### **7.3 Forward Maintenance Register**

The Supplier is responsible for providing the Authority with a Forward Maintenance Register (FMR). The FMR is a list of cost estimated repairs, refurbishment, replacement and upgrade works designed to maintain the overall condition and value of the Authority's Premises, maintaining the condition of the accommodation for the occupants and visitors at an acceptable standard.

The Supplier shall construct their CAFM in a manner that enables the development of a live Forward Maintenance Register, incorporating reactive work orders, remedial work orders, known maintenance replacements (for example lead acid battery replacements on Intruder alarms, every 4 years), scheduled activities (for example where the Landlord requires the demised area to be decorated every 5 years) and utilising asset condition ratings to forecast required upgrade/replacement activities (i.e., lifecycle works). The FMR shall cover a rolling 5 (five) year period as a minimum and shall be structured according to short, medium, and long-term requirements. The FMR shall be available to the Authority at all times and on a total Premises basis as well as by individual Premises. On an annual basis, no later than the 31<sup>st</sup> of July, the Supplier shall provide the Authority with the fully cost estimated FMR for prioritisation and inclusion in the Lifecycle Works planning process.

The Supplier shall explicitly identify in the FMR the backlog maintenance register. The backlog maintenance register is a list of all assets that have exceeded their recommended life but have not been replaced.

### **7.4 Visibility of Planned Works**

The Supplier shall provide an on-site solution that enables the Authority's staff and other occupiers of the Premises to have visibility of planned works. This solution shall be digitalised, where possible, and indicate PPMs, reactive works (where practical), remedial works, projects and LCW works planned for the site. An example would be a television screen/monitor in the staff area showing a programme of works. The Supplier shall ensure that a named individual is responsible, on each site, for the content of this visual representation of works planned on the Premises. This system shall also indicate any relevant information to the users of the Premises, including any impact on the operation of the building (e.g., car parking, non-accessible areas etc.). The Supplier shall propose innovative solutions that meet this requirement during the Mobilisation period and will be required to implement the solution on all Premises (exceptions to be agreed with the Authority) within 3 (three) months post Starting Date.

### **7.5 Management of Reactive Work Orders**

When a reactive work order requires a make safe activity, this shall be carried out on the original reactive work order number. Where this then requires follow on permanent repair/testing/inspection/replacement works, another reactive work order shall be raised for this activity and this work order shall be linked to the original work order number.

On receipt of a reactive work order, the Supplier shall review the FMR, LCW plan, the property divest plans and any backlog work orders to determine any associated impact on the reactive work order raised. Where other work to the same asset exists in these categories, the Supplier shall liaise with the Authority's Asset Management team to determine what action needs to be taken (including temporary repairs, amendments to LCW plans etc.).

In order to develop a complete record of the asset's history, reactive work orders shall be tagged to the individual asset ID. If the Asset number/ID is not known at the time the work order is raised, the Supplier is required to retrospectively add the Asset ID to the reactive work orders on completion of the works. This is critical in order to enable the development of asset failure history development and informed decision making.

In addition, the Supplier is required to update the work order on completion of the works with a failure report, indicating the nature of the failure, the cause and the remedy applied.

Where a repair has been carried out on a security, mechanical, electrical or plumbing asset (i.e., all assets other than fabric), a record of the repair shall be attached to the work order by the Supplier. This record will include, as a minimum:

- The nature of the fault/failure.
- The repair implemented.
- Any materials used, consumables, components or replacement assets.
- Any follow up or further works required.
- An updated assessment of asset condition.
- The name and signature of the individual who completed the repair.
- Before and after photographs, where this clearly demonstrates work completed.
- The date/time of the repair.

Where a repair has been carried out on a fabric asset, a record of the repair shall be attached to the work order by the Supplier. This shall include before and after photographs of the repair showing the extent of the works along with any technical specifications, i.e., paint colour, carpet tile manufacture, size, materials etc.

Attendance reports are insufficient to provide demonstration of work completion and will not be accepted as such by the Authority.

Completed works means all work physically completed **and** documentary evidence (as above) attached to the work order in the CAFM.

## **7.6 Asset Performance Monitoring**

Asset performance monitoring is a key component in the optimisation of asset value and reducing unplanned downtime. For the bulk of the asset portfolio, the Supplier is required to monitor performance of assets using the relevant management information and considering the following:

- Historical evidence of asset performance
- Identification of failure modes and causes
- Rate of change of asset condition



- Repeatability of deterioration characteristics and behaviours
- Cost of repairs versus replacement
- Change to risk profile

The Supplier will be required to report monthly to the Authority on the performance of assets, particularly poorly performing assets, repeat failures, assets approaching their recommended year of replacement and assets rated C and D in accordance with CIBSE Guide M condition ratings.

Where the criticality of assets determines it necessary or where the technology exists, the Supplier shall monitor asset performance and carry out maintenance activities remotely. This could include, for example, building management systems and technical security systems (e.g., CCTV).

### 7.7 Asset Manufacturer Alerts

The Supplier shall monitor product alerts and manufacturer's bulletins for assets in the Premises portfolio in order to identify product risks and the need for any interventions. Should the Supplier identify any issues with any asset(s) within the portfolio, they shall identify this to the Authority's Asset Management team for determination of the approach to remedy.

### Appendix 1 – Core Asset Data Fields

Ref	Data Field	Description	Data Value Example	Comments
1	Asset Name	A name which identifies the asst	PR 60 60 08 33 - Gas Fired Boiler	Uniclass classification or NRM3 (fabric assets)
2	Asset ID	A unique asset number	DWP	See section 4.8
3	System/Element Group	The system or element group the asset relates to	PR 60 – Services and process source products	Uniclass classification or NRM3 (fabric assets)
4	System Subgroup	The system subgroup the asset relates to	PR 60 60 – Heating and cooling source products	Uniclass classification or NRM3 (fabric assets)

5	System Description	The description of the system within the subgroup the asset relates to.	PR 60 60 08 – Boilers	Uniclass classification or NRM3 (fabric assets)
6	Asset classification code	The asset classification code	05-29	SFG20 code or equivalent
7	Asset classification description	The asset classification description	Combination Atmospheric Burner Gas Boiler	SFG20 Task Schedule Description/NRM 3 Maintain & Renewal Description
8	Asset criticality	The level of criticality of this asset to the building/organisation (based on location or specific assets)	Red	SFG20 criticality codes (Red/Pink/Amber/Green)
9	Asset maintainer	Identification of who has ownership for maintenance of the asset	Supplier XX	Supplier name / Landlord name
10	Parent organisation	The parent organisation/department who holds the estate	DWP	Note: Field 1.3.0009 in Property Data Standard
11	Organisation (InSite Reference)	The agency/organisation who holds the estate.	DWP Estates	List per Office of National Statistics. Note: Field 1.2.0004 in Property Data Standard
12	Site/ Establishment Name (InSite Reference)	The site the building is situated on.	ABC Estate/ Establishment	Note: Field 1.1.0001 in Property Data Standard

13	Building/Block Name (InSite Reference)	The name of the building or block the asset is located in.	XYZ Office	Note: Field 1.1.0002 in Property Data Standard
14	Premises Address	The full UK postal address for the premises		
15	Regional Location	The name of the DWP Region that the building is in		
16	Building Primary Use	The use of the premises	Data Centre	Job Centre Plus, Corporate Centre, Data Centre etc.
17	Building/Block (UPRN - Insite Reference)	The unique property reference number of the building or block the asset is located in.	100000000001	UPRN. Note: Field 1.3.0008 in Property Data Standard
18	Building/ Space (InSite Reference)	The InSite ID of the building the asset is located in.	1111000000123456	InSite Asset ID at building level Note: for some organisations this may be a site level ID
19	Floor	The floor of the building the asset is located in.	Floor 5	
20	Space/Room/	The room/zone on the	Room 3.22	Uniclass

	Zone	floor the asset is located in.		Spaces/Locations table.
21	Asset condition CIBSE Guide M	The current condition of the asset	B	Condition according to CIBSE Guide B

22	Asset condition BS 8544	Future Development	Future Development	Future Development
23	Component			
24	Sub-Component			
25	BIM Reference No.			
26	Quantity	The count of asses at the specified location	254	Total number of asset type on the premises. RICS NRM3. This is to enable multiple similar assets to be included in one entry.
27	Unit of Measure	The unit of measure against which the quantity was measured	10m2	RICS NRM 3 rules of measurement for maintenance and renewal works.
28	Make/Manufact urer	The original manufacturer of the asset	Daikin	
29	Model	The unique descriptor given to a product made by a manufacturer	EWAT-B	
30	Serial Number	The serial number of the specific asset	S495832B	
31	Warranty Details	Warranty expiration date	15/05/2024	
32	Warranty Policy Number	The policy number of the equipment warranty	CRE22989	

33	Duty/Rate/Capacity	The measure of duty/rate/capacity	kWh	
34	Rating Units	The operating duty of the equipment	250	
35	Refrigerant Type	This is the industrial designation of the refrigerant	R410A	
36	Refrigerant Volume	This is the charge of refrigerant in the unit	31Kg	
37	Passenger Lift Safe Working Load (SWL – Kg)	This is the maximum working load of the lift	408Kg	
38	Passenger Lift Number of Landings	This is the number of floors that the lift operates at	5	
39	Passenger Lift Number of Persons	This is the maximum number of persons permitted in the lift	6	
40	Safe Working Pressure (Bar)	This is the maximum pressure existing at normal operating conditions	50	
41	Heating/Cooling Provision	Describes the system capability	Heating only	
42	Power Source/Fuel Type	Describes the source of power	Gas	
43	Battery Type	Indicates battery type	Central battery pack	

44	Asset Technical Details	Free entry field for further text		
45	Asset In Service Date	Date the asset was installed	25/05/2005	
46	Remaining Life Expectancy (Years)	The length of the asset's life expectancy in years.	10	CIBSE Life Expectancy Reference Service Life.

				Note: supported by the surveyors view of the actual physical asset remaining life assessment including history trends analysis.
47	Asset Expected End of Life	Date of End of Life	25/10/2034	
48	Asset Operational Status	Whether or not the asset is currently in operational use.	Active/operational or not in use	Note: Depends on the department building specific retention strategy.
49	Date of last condition survey	The date the asset's condition was last assessed.	23/06/2020	DD/MM/YYYY Calculated from most recent PPM
50	Last Activity Date	Date of Last PPM	24/10/2022	Calculated from most recent PPM completion
51	Next Activity Date	Date of Next PPM	24/10/2023	Next scheduled PPM date for the asset
52	Surveyor/Engineer	Future Development	Future Development	Future Development
53	Inspection Report ID	Future Development	Future Development	Future Development

54	Inspection Notes	Future Development	Future Development	Future Development
55	Purchase Price (GBP)	The price for the purchase of the asset	£1,200	
56	Install and Commissioning Cost (GBP)	The cost of the installation and commissioning of the asset	£560	
57	Operational Cost Per month (GBP)	Future Development	Future Development	Future Development

58	Asset Replacement Description (GBP)	The description of the scope of replacement	Free text	
59	Asset Replacement Rate	Future Development	Future Development	Future Development
60	Asset Replacement Cost (GBP)	The cost of the replacement of the asset (or latest version)	Future Development	Future Development
61	Rolling 12 monthly asset cost	The cost of maintaining the asset in the previous 12 months, including PPMs, reactive and remedial works	£3,254	

## **Appendix 2 – Scope of Asset Verification Audits/Survey**

When required to carry out an Asset Verification Audit/survey on a Premises, the Supplier shall comply with the following:

- The Supplier shall, in advance of the Asset Verification Audit/survey, review the Asbestos Management survey report for the Premises in order to understand the building layout from the floor plans and the presence of any asbestos containing materials (ACM).
- Asset Verification surveys shall be carried out on all assets determined in the lease as the obligation of the Authority to maintain. This includes all mechanical, electrical, plumbing, fabric and security assets.
- The asset survey and data collection shall ensure the collection of the data fields described in Section 4.5 and Appendix 1 of this document.
- All assets shall have the SFG20 (where applicable) asset category code recorded against the asset (e.g., 22-01, Fire Alarms and Associated Equipment).
  - The surveys shall include non-visible areas, e.g., above ceilings, in cupboards/risers etc in order to identify and include all relevant assets where safe and practical to do so.
- The surveys shall include photographs being taken of all M&E assets, fire doors/fire assets, roofs, windows, external doors, external elevation shots, building structure, access hatches, plant rooms, switch rooms, boiler rooms, general pictures of toilets/showers/welfare areas/break out areas/kitchens, general room/office pictures (to capture size, style, layout of office). Where possible, the photograph should show respective bar code/asset number and be stored electronically with the location in the file description.
- All buildings and assets on a Premises need to be captured (regardless of if they are managed by Authority or the Landlord). The red line on plans for the survey scope, should be the site perimeter, otherwise plant rooms, meter rooms, gates, access stairs, external areas such as soft and hard landscaping will be missed with the associated risks. The Supplier shall ensure that the maintain and operate obligations on the Authority as defined in the lease(s) are clear and that assets, where obligations are split between the Authority and the Landlord, are appropriately defined and included on the Asset Register.
- Specific locations should be provided for all assets – building, floor, room, areas etc.
- Assets shall be defined on the Asset Register in accordance with this document. Fabric assets shall be defined by building, floor, and room/zone as a minimum so that they are easily identifiable.



- Delineate any duplicated 'N+1' system assets that perform the same duplicate function within the system and therefore give redundancy and risk reduction and mitigation to the system (i.e., twin pump set but only one pump required for the system to run).
- Maintain a list of 'no access' areas and rooms and provide a plan and date for gaining access and any return visits. All appropriate action should be undertaken to minimise, as far as practicable, the number of areas/locations not surveyed due to access.
- Where the Supplier identifies, during the survey, that there is a material risk associated with delivery of maintenance activities (e.g., due to access, working at height, confined space working etc.) then the Supplier shall record this as a hazard, in the CAFM, against that asset such that it flags the hazard when planning any associated works.



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**DEPARTMENT FOR WORK AND PENSIONS**

**CONTRACT SCHEDULE 2 – SCOPE**  
**ANNEX L - MANAGEMENT OF STATUTORY COMPLIANCE, PPMs AND WORK**  
**DELIVERY**

**COMMERCIAL IN CONFIDENCE**

2<sup>nd</sup> July 2023



DEPARTMENT FOR WORK AND PENSIONS  
Management of Statutory Compliance, PPMs and Work Delivery

## CONTENTS

<b>1. Version Control .....</b>	<b>3</b>
<b>2. INTRODUCTION AND CONTEXT .....</b>	<b>3</b>
<b>3. Definitions AND ABBREVIATIONS .....</b>	<b>3</b>
<b>4. STATUTORY COMPLIANCE .....</b>	<b>4</b>
4.1. Asset Compliance .....	5
4.2. DWP Estates Compliance Reporting .....	5
4.3. Non-Compliance Interventions .....	6
4.4. Temporary Installations .....	7
<b>5. PPM DELIVERY .....</b>	<b>8</b>
5.1. Technical Standards.....	8
5.2. Technical Security System PPM Requirements.....	8
5.3. Application of SFG20 and Pricing .....	12
5.4. Asset Data Verification during routine activities .....	13
5.5. PPM Schedule .....	13
5.6. PPM Delivery .....	17
5.7. Remedial Works .....	19
5.8. Disruptive Tasks.....	22
5.9. Completion of Site Logbooks.....	23
5.10. PPM Documentation .....	24
APPENDIX 1 – DOCUMENT NUMBERING CONVENTION .....	26
APPENDIX 2 – TREFOREST BESPOKE PPMs – FLOOD DEFENCE SYSTEM .....	27

## 1. VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	09-11-22	Redacted	All	Initial Draft	N/A
V1.1	05-05-23		All	Issued for approval	N/A
V1.2	02-07-23		All	Final	N/A

## 2. INTRODUCTION AND CONTEXT

This document has been developed to provide the Supplier with the Authority's requirements for the delivery of statutory compliance and the identification, planning, scheduling, and delivery of Planned Preventive Maintenance (PPM) tasks and reactive/remedials on the Authority's Premises. For the avoidance of doubt, the costs for the services defined in this document shall be included in the Charges. This document shall be read in conjunction with the RM6232 Standards and RM6232 Specification documents.

**For the avoidance of doubt, all costs incurred in the delivery of the service described in this document (aside from the physical works carried out under work order instructions, i.e. PPMs, remedial and reactive works) are covered in the Management Overheads.**

## 3. DEFINITIONS AND ABBREVIATIONS

ARC / RVRC	Alarm Receiving Centre Services and Remote Video Receiving Centre
Competent	The combination of training, skills, experience and knowledge that a person has and their ability to apply them to perform a task
HUA	Hold Up Alarm
Instruction Set	The list of tasks, checks, inspections, measurements, tests and so on to be undertaken during a PPM

PA	Panic Alarm
IDS	Intruder Detection System
NPCC	National Police Chiefs Council
NSI	National Security Inspectorate
PPM	Planned Preventative Maintenance
PPM Family	Where an asset has a number of PPMs that can be grouped and the schedule of delivery optimised. For example, an asset has a 3 monthly PPM, a 6 monthly PPM and a 12 monthly PPM. These assets are grouped into a family and managed/scheduled accordingly
Reactive Work	Any repair, maintenance, refurbishment or replacement of systems, assets and asset components or services required resulting from faults, failures, incidents, occurrences or events observed, discovered or reported during use.
Remedial Work	Any repair, maintenance, refurbishment or replacement of systems, assets and asset components identified from Planned Preventive Maintenance (PPM).
SCC	Security Control Centre – includes ARC/RVRC and other centralised functions
SRO	Site Responsible Officer
SSAIB	Security Systems and Alarms Inspection Board
Suppressed PPM	Where a number of PPMs on the same asset(s) are scheduled to take place at the same time, the work orders for one or more of these coinciding PPMs (if the process determines these are individually raised) are suppressed to enable a single work order to be raised.
VSS	Video Surveillance Systems

#### 4. STATUTORY COMPLIANCE

The Authority considers compliance with its statutory obligations is of the highest priority, as is providing a safe and secure environment for all staff and customers within the Authority's buildings. Failure to deliver compliance can result in accident, injury, ill health, prosecution, and service delivery failure which can impact on the operation of the facilities and the core business.

The Supplier is required to deliver a solution that ensures full compliance across the Authority's premises at all times. Failure to deliver compliance requires intervention and proactive resolution by the Supplier.

There are many Statutory Instruments, Regulations and Approved Codes of Practice that apply to the work undertaken on the Authority's Premises. It is important to note that no piece of legislation stands alone as they all interact with one another. They

stipulate minimum standards for safe working but also have absolute requirements in respect to particular areas of legislation. The Supplier is required to ensure that all persons involved in the specification, management, supervision and delivery of statutory tasks and the associated regulations fully understood the obligations and requirements.

Should the interpretation of any Statutory Instruments, Regulations or Approved Codes of Practice be in dispute, the Authority's technical expert (or their representative) shall determine the Authority's interpretation.

#### **4.1. Asset Compliance**

An asset will be deemed as compliant with statutory obligations when:

1. PPMs on the asset have been carried out on or prior to the due date (due date meaning the PPM frequency since the last completion date).
2. The output from the PPM references the relevant DWP asset ID/number(s).
3. The output from the PPM includes the editable task sheet detailing the PPM instruction set, SFG20 regime (where applicable or other relevant technical standard), checks undertaken, date undertaken, Engineer/Technician name/signature, measurements made, details of all remedials identified and any certificates/reports required by legislation or maintenance tasks / standard (SFG20 etc).
4. The identified remedial/corrective actions have been raised in the CAFM and linked to the PPM work order, each as individual work order numbers (unless agreed otherwise by the Authority).
5. The remedial/corrective actions have been completed prior to the work order priority required by date (the target completion date).
6. The person(s) performing the PPM/remedial works are competent to do so.
7. The site log books have been updated and, where applicable, the local Asset Registers have been updated (for virtual/parent assets) and uploaded into the CAFM.

The Supplier shall be required to demonstrate items 1 to 4 inclusive are complete and to the satisfaction of the Authority prior to the Authority making payment for the completed PPM. Should the Authority identify, during audit or otherwise, that items 5, 6 and 7 above are not achieved, the asset/PPM shall be deemed non-compliant for the purposes of performance management and the PPM shall be repeated by the Supplier at the earliest opportunity and at the Supplier's cost.

#### **4.2. DWP Estates Compliance Reporting**

- 4.2.1. The level of compliance across the Authority's Premises will be measured through a bespoke series of near real time reports. Compliance measures shall include, but not be limited by, the following:

- % Compliance tasks completed on time
  - % Assured compliance position
  - % Overdue PPM Tasks
  - % Compliance documents assured
  - % Overdue remedials
  - % Remedials having incomplete documentation demonstrating remedial works completion
- 4.2.2. The Supplier and the Authority shall collaborate during the Mobilisation period to determine the method of calculating compliance given the virtual/parent asset/PPM relationships (i.e. the data structure), ensuring compliance calculations fully represent asset compliance status.
- 4.2.3. The Supplier is required to monitor their compliance performance daily, interpreting data, monitoring alerts, addressing issues and making appropriate interventions to avoid breaches.
- 4.2.4. Should it be identified, during audit and routine monitoring, that local site logbooks have not been appropriately updated, the asset/system/site will be deemed non-compliant for the purpose of Supplier performance management until the issue is rectified to the satisfaction of the Authority.
- 4.2.5. Should it be identified, during audit and routine monitoring, that the documentation provided to demonstrate work order completion (PPM and/or remedial action) is incorrect or insufficient, the asset/system/site will be deemed non-compliant for the purpose of Supplier performance management until the issue is rectified to the satisfaction of the Authority.
- 4.2.6. Should it be identified, during audit routine monitoring, that the resource used to deliver the PPM is not competent to do so, the asset/system/site will be deemed non-compliant for the purpose of Supplier performance management. In this case, the Supplier shall repeat the PPM within five (5) working days at the Supplier's own cost.
- 4.2.7. Where a PPM or remedial work order has failed to achieve the requirements in a KPI measurement period (typically a calendar month), this fail will be included in the performance measurement process and will also fail in subsequent months until the activity is fully completed and assured.

### **4.3. Non-Compliance Interventions**

- 4.3.1. Where a Statutory task is deemed 'overdue' or at risk of 'becoming overdue', the Supplier is required to implement proactive remedies to ensure that any asset(s)/system requiring a statutory test or inspection is appropriately serviced/tested/inspected as required or that the asset is not left in service when out of compliance.
- 4.3.2. The Authority requires that the Supplier operates an alert system that identifies any near due PPMs (planned for the following 4 weeks) which



are forecasted to breach the due date, any remedials forecasted to be incomplete by the due date and any out of compliance (statutory PPM has passed its due date) assets, enabling the Supplier to make appropriate interventions. This alert process shall ensure that where feasible and practical, any such assets are taken out of service (i.e., isolated from their energy source and locked, where applicable, to prevent inadvertent use) in advance of breaching the regulatory compliance requirements.

- 4.3.3. Where an asset is removed from service, the Supplier shall install signage indicating the asset has been removed from service, the cause, a contact name/number of the person taking the asset out of service and the date of isolation. The asset status (i.e. out of service) shall be identified against the asset in the CAFM, providing a live, systemised tracker of all assets taken out of service due to compliance breach. This tracker shall be made available to the Authority at all times.
- 4.3.4. Where an asset cannot be removed from service, the Supplier shall apply their best endeavours to implement the statutory PPM at the earliest possible opportunity and shall provide a daily update on status to the Authority's representative. For assets that are 'non-compliant' the Supplier shall, via the CAFM proactively track and issue a weekly report to the Authority.

#### **4.4. Temporary Installations**

- 4.4.1. Where an asset is removed from service, either due to a statutory compliance breach and/or an asset failure and an alternative provision is required to ensure uninterrupted operation of the Authority's Premises (for example boiler out of service requiring temporary heating or HVAC out of service, requiring a temporary chiller), the Supplier is responsible for designing and providing the interim solution and ensuring it is fit for purpose and installed promptly to avoid any service disruption.
- 4.4.2. Where the asset being out of service is due to the acts or omissions of the Supplier (i.e. lack of appropriate or timely maintenance or missed PPM), the installation, removal and ongoing cost of operation of the alternative solution is at the Supplier's cost.
- 4.4.3. If the asset(s) or system has not been reinstated after 8 weeks of being out of service, regardless of the cause (i.e. Supplier's responsibility or other), the Supplier shall be responsible for the cost of the hire and ongoing operation of any temporary installation from week 8 onwards and the removal/collection costs.
- 4.4.4. Where a temporary asset(s) or system is required, the Supplier shall raise a work order for the temporary installation tagged to the asset ID for the failed asset requiring the temporary installation and shall be appropriately categorised as a temporary system. This work order shall be linked to the original work order.



## 5. PPM DELIVERY

### 5.1. Technical Standards

The Supplier shall provide a comprehensive PPM service in accordance with the following technical standards:

- The latest available version of SFG20 – all assets and all requirements with the following exceptions:
  - Water Risk Assessments shall be carried out in accordance with SFG20, 87-26 on a frequency defined in Annex U, Authority's Equipment Maintenance Strategy for Water Systems. Note Water Risk Assessments shall be carried out by the Authority's nominated Water Risk Assessment Supplier.
  - Water hygiene tasks shall be carried out in accordance with the Written Scheme of Control for the building, as defined in the Water Risk Assessment.
  - Flood defence system (Treforest site only) – in accordance with Manufacturer's guidelines – see appendix 2.
  - Fire Risk Assessments – delivered in accordance with RRO and PAS79. Note that Fire Risk Assessments shall be carried out by the Authority's nominated Fire Risk Assessment Supplier.
- Intruder Detection Systems (IDS) to SFG20
- Access Control Systems no PPM or NSI NCP 109 or other Recognised Industry Standard agreed with the Authority depending on System Specification.
- Video Surveillance Systems (VSS) no PPM or NSI NCP 104 or other Recognised Industry Standard agreed with the Authority depending on System Specification.
- Monthly Test SAFE 03 or Wire-free PA/HUA bespoke test requirements
- Security Control Centre (SCC), Alarm Receiving Centre (ARC) Services and Remote Video Receiving Centre (RVRC)
  - BS EN 50518 – Monitoring and Alarm Receiving Centre
  - BS 9518 – Processing of alarm signals by an alarm receiving centre – code of practice.
- Quality Management Standards for Security Systems Maintenance and ARC / RVRC Service Providers
  - ISO 9001
  - UKAS Accredited (NSI or SSAIB)
  - Recognised by all UK Police Forces for URN applications and management (NPCC)

### 5.2. Technical Security System PPM Requirements

The table below shows the PPM standards/specification and frequency requirements for the technical security system assets, where this varies in some

way from either the frequency requirements of SFG20 or another standard is applicable.

	<b>Asset</b>	<b>PPM Standard / Specification</b>	<b>Frequency and Notes</b>
5.2.1	IDS including PA/HUA – Completed to SAFE 03 Specification Or Any IDS including PA/HUA with Police Response	SFG20 49-01 <b>Skill Set: Specialist tasks and Criticality - Statutory (Red) tasks only</b>  Also, where relevant: PD6662 BS EN 50131-1 TS 50131-7 BS8243 BS8473 BS9263	SFG20 49-01 PPM's 6 monthly: <ul style="list-style-type: none"><li>• Attended PPM x1 (to be completed outside of the Authority's normal working hours)</li><li>• Remote PPM x1 (where system allows)</li></ul> Where attendance is required out of hours to complete the defined tasks, the Supplier shall ensure all access arrangements are made with the relevant stakeholders (including site security, SRO, Authority's Integrator and the Supplier's representatives).
5.2.2	IDS connected to SCC with VSS and Two-Way Audio	The Authority's Bespoke requirements – <b>Two-way Audio</b>	Bespoke attended PPM 12 monthly (to be delivered at same time as IDS PPM) to test 2 Way Audio The test must also include: a. Visual check of wiring and containment. b. Check the installation is in accordance with the system specification and any amendments. c. Ensure the Speaker sound quality transmitted by the SCC is clear and free from any crackling or interference. d. Check for loose connections. e. Check audio is received clearly from each Microphone at SCC. f. Inspect for damage. g. Make any adjustments needed to audio levels.

5.2.3	IDS including PA/HUA – Legacy / Existing System (Systems with No Police Response)	<p>SFG20 49-01 <b>Skill Set: Specialist tasks and Criticality - Statutory (Red) tasks only</b></p> <p>Also, where relevant: PD6662 BS EN 50131-1 TS 50131-7 BS8243 BS8473 BS9263</p>	<p>SFG20 49-01 attended PPM 12 monthly (to be completed outside of the Authority's normal working hours)</p> <p>Where attendance is required out of hours to complete the defined tasks, the Supplier shall ensure all access arrangements are made with the relevant stakeholders (including site security, SRO, Authority's integrator and the Supplier's representatives).</p>
5.2.4	Door Access Control – Completed to SAFE 03 Specification	<p>SFG20 14-19 <b>Criticality: Statutory (Red) tasks only</b></p> <p>No other Planned Maintenance (Break-fix model)</p>	<p>SFG20 14-19 attended PPM 6 monthly - Verify correct operation in fire condition of all doors.</p> <p>The Supplier must be an AMAG Symmetry Value Added Reseller</p>
5.2.5	Door Access Control – Legacy / Existing Systems	<p>SFG20 14-19 <b>Criticality: Statutory (Red) tasks only</b></p> <p><b>Plus, annually:</b> NSI NCP 109 or other Recognised Industry Standard agreed with the Authority</p>	<p>SFG20 14-19 attended PPM 6 monthly - Verify correct operation in fire condition of all doors.</p> <p>NCP 109 attended PPM 12 monthly (to be completed outside of the Authority's normal working hours)</p> <p>The Supplier must be AMAG Symmetry Value Added Reseller</p> <p>Where attendance is required out of hours to complete the defined tasks, the Supplier shall ensure all access arrangements are made with the relevant stakeholders (including site security, SRO, Authority's integrator and the Supplier's representatives).</p>
5.2.6	Video Surveillance Systems (VSS) – Completed to SAFE 03 Specification	<p>SFG20 49-04 <b>Criticality: Statutory (Red) tasks only</b></p> <p>No other Planned Maintenance (Break-fix model)</p>	<p>SFG20 49-04 attended PPM 6 monthly</p> <p>Ensure that all necessary signage is in place to comply with current data protection legislation and if a raising and</p>

			<p>lowering system is installed, it should be maintained</p> <p>Systems are remotely connected (<i>with daily monitoring and a monthly testing regime</i>)</p>
5.2.7	Video Surveillance Systems (VSS) – Legacy / Existing Systems	<p>SFG20 49-04 <b>Criticality: Statutory (Red) tasks only</b></p> <p><b>Plus, annually:</b> NSI NCP 104 or other Recognised Industry Standard agreed with the Authority. Also, where relevant: BS EN 62676-4 BS 7958 BS 8418 (Detector activated VSS - if relevant) Data Protection Act – ICO code of practice</p>	<p>SFG20 49-04 attended PPM's 6 monthly Ensure that all necessary signage is in place to comply with current data protection legislation and if a raising and lowering system is installed, it should be maintained</p> <p>NCP 104 attended PPM's 12 monthly (to be completed outside of the Authority's normal working hours)</p> <p>Where attendance is required out of hours to complete the defined tasks, the Supplier shall ensure all access arrangements are made with the relevant stakeholders (including site security, SRO, Authority's integrator and the Supplier's representatives).</p>
5.2.8	SAFE 03 Specification – Monthly Test	The Authority's Bespoke requirements – for Monthly Security Control Centre <b>Test of Safe 03 System</b>	<p>Bespoke Monthly Test SCC to contact Security Officers (if deployed) or DWP Staff at a scheduled time to begin test DWP Staff trigger a single PA/HUA Button. SCC confirm over audio that images are being received and audio is clear. DWP Staff activate a further PA/HUA Button to generate confirmed alarm. Security Officer or DWP Staff reset PA/HUA Buttons with key and reset alarm system at keypad. SCC confirm all signals received and remove system from test.</p>

5.2.9	All Wire-free PA/HUA buttons (normally on lanyard) Monthly Test	The Authority's Bespoke requirements – for Monthly Security Control Centre <b>test of wireless PA/HUA</b>	Monthly Test of Wire-free PA/HUA If the alarm system is connected to the SCC, Security Officers or DWP Staff <b>must contact the SCC before completing any tests.</b> The user of wire-free PA button triggers the device. The PA/HUA button operator checks the local activation on alarm panel if connected. Once the test is completed the operator contacts the SCC to confirm all signals received and remove the system from test.
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### 5.3. Application of SFG20 and Pricing

Whilst the Authority requires the Supplier to apply the standards of SFG20, it is important to recognise that the maintenance regimes must align with the technical requirements of the Authority and the strategic direction of the Authority. Therefore, the Supplier shall assess the proposed maintenance regimes for each asset group and site and identify opportunities to amend the maintenance plans to optimise asset life and achieve value for money.

Any proposed amended/optimised maintenance regimes shall be proposed by the Supplier to the Authority's Asset Management Team and shall consider the complexity and strategic importance of the Premises, future maintenance plans, asset risk and operation of the assets.

PPMs shall be priced by the Supplier by SFG20 regime by asset. Where the SFG20 PPM regime covers a system containing child assets/components, the SFG20 PPM cost shall not be applied to the individual child asset and shall only be applied at the appropriate level, regardless of the level of asset definition on the Asset Register. The Supplier shall structure the Asset Register and PPM schedule taking this into consideration and shall agree this with the Authority during Mobilisation.

When pricing the PPMs by SFG20 regime by asset, the Supplier shall consider economies of scale and adjust pricing accordingly. For example, when maintaining multiple assets on a site in one visit (for example fire extinguisher servicing) and/or carrying out multiple PPMs during a single visit (for example, monthly and annual PPM delivered at the same time).

#### **5.4. Asset Data Verification during routine activities**

- 5.4.1. The Asset Register, containing complete and accurate data as defined by Annex K, Asset Management Statement of Requirements, forms the foundation of the Supplier's service and delivery is dependent upon robust management of this data set. The asset data is managed by the Supplier, as Data Steward, on behalf of the Authority, who owns the data.
- 5.4.2. Each time that an asset is visited/inspected/audited/impacted by the operations of the Supplier (including PPMs, visual inspections, and reactive work), the core asset data shall be validated by the Supplier and any missing core data fields recorded and updated in the CAFM – see Annex K, Asset Management Statement of Requirements for further details. The Supplier will be required to demonstrate routinely, to the Authority, that this asset data validation process is being delivered.
- 5.4.3. During the delivery of each PPM, the Supplier shall review and assess the condition of the asset in accordance with CIBSE, Guide M. See Annex K, Asset Management Statement of Requirements for further details on condition assessment.

#### **5.5. PPM Schedule**

- 5.5.1. Any asset that has an associated schedule in SFG20 (or other agreed standard) shall be included in the PPM schedule developed by the Supplier, regardless of who the Authority nominates to deliver the PPM. The PPM schedule shall be determined and managed by the Supplier, in liaison with any other Suppliers nominated by the Authority, ensuring compliance of all assets at all times and with the intent to optimise the performance and the life of the assets.
- 5.5.2. A single PPM work order shall be raised for each asset listed on the Asset Register so there is always a one-to-one relationship between assets listed and PPM work orders, regardless of whether or not these PPMs are undertaken at the same time. For example:
  - 5.5.2.1. If emergency lighting is listed on the Asset Register by floor on a premises and there are four (4) floors, then four (4) PPM work orders shall be raised.
  - 5.5.2.2. If eighty (80) fire extinguishers are on the Asset Register as a single line item with a quantity of eighty (80), then one (1) single PPM work order shall be raised.
  - 5.5.2.3. If there are twelve (12) HVAC units on a premises and these are individually listed on the Asset Register, then twelve (12) PPM work orders are raised.
- 5.5.3. The Supplier shall keep the PPM schedule accurate and current by:
  - 5.5.3.1. Making regular updates to the PPM regimes when SFG20 updates are issued. Note that updates to SFG20 shall be impact assessed and submitted to the Authority within 5

working days of the notification from BESA/SFG20. These updated shall then be addressed commercially and uploaded into the CAFM within twenty (20) working days of commercial approval by the Authority.

- 5.5.3.2. Removing inactive PPMs and PPMs against decommissioned assets – the Supplier shall provide the request to the Authority to remove the PPMs within five (5) working days of identification and/or notification. The Supplier shall make the updates in the CAFM within five (5) working days of approval by the Authority.
- 5.5.3.3. Identifying any changes to legislation (not addressed by SFG20 updates) and submitting the impact assessment to the Authority within twenty (20) working days of the legislative change. Subsequently making any changes to the PPMs within five (5) working days of approval by the Authority.
- 5.5.3.4. Recognising any changes/ amendments or asset/ component manufacturer alerts or product bulletins.
- 5.5.4. PPMs shall be delivered, by the Supplier, in accordance with the following timeframes (unless agree otherwise by the Authority):
  - 5.5.4.1. Statutory tasks shall be performed **on or prior to the date required to maintain statutory compliance** in accordance with all appropriate legislation, as below;
    - PPMs with a frequency of daily – shall be performed on the due date.
    - PPMs with a frequency of 2 weeks or less shall be performed at least 5 days apart.
    - PPMs with a monthly frequency shall be carried out at least 4 weeks apart.
    - PPMs with a frequency of 3 monthly shall be carried out up to 14 days prior to the due date.
    - PPMs with a frequency greater than 3 monthly shall be carried out up to 21 days prior to the due date.
  - 5.5.4.2. Non-statutory tasks (including soft services PPMs and scheduled tasks) shall be performed in accordance with the requirements below:
    - PPMs with a frequency of 2 weeks or less shall be performed +/- 1 Working Day of the due date.
    - PPMs with a frequency of greater than 2 weeks but no greater than 13 weeks shall be performed +/- 4 Working Days of the due date.
    - PPMs with a frequency of greater than 13 weeks shall be performed +/- 2 weeks of the due date.
- 5.5.5. The PPM schedule shall include those Soft FM PPMs identified in the specification. The Supplier shall also raise and schedule PPMs and



PPM work orders for delivery by other Authority Supply Chain Members, as required by the Authority and agreed during the Mobilisation phase.

- 5.5.6. Where SFG20 determines the frequency of a task is 0U (unspecified), the Supplier shall carry out a technical risk assessment, during the Mobilisation period, to determine the frequency of the task for inclusion in the maintenance regimes. The Supplier will be required to demonstrate to the Authority the inclusion of all 0U frequency tasks in the maintenance regimes, unless agreed otherwise by the Authority. The completed risk assessment shall be recorded against the asset (or building where asset is not applicable) in the CAFM by the Supplier prior to the Starting Date.
- 5.5.7. The PPM schedule for a site shall be available to the Authority at all times, demonstrating at least 60 months of future PPMs. The optimised annual schedule shall be issued to the Authority and the Authority's Integrator at least 12 weeks prior to the agreed annual period and communicated to the key stakeholders onsite (Supplier, Authority, and other key stakeholders). Any amendments to this schedule shall be communicated to this stakeholder group, ensuring that all parties are aware of planned works at all times, see Annex K, Asset Management Statement of Requirements, section 7.4 for further details.
- 5.5.8. The PPM schedule shall be compiled and structured in a manner that does not create duplicated/coinciding PPMs. For example, for an asset with 3 monthly, 6 monthly and annual PPMs (collectively termed a PPM family), the schedule could be determined such that all tasks associated with the coinciding 3 monthly, 6 monthly and annual PPM are carried out under the annual PPM. The annual PPM, in this case, shall suppress the 6 monthly and 3 monthly PPMs but all tasks for all three PPMs (where they are different) will be carried out at the annual PPM and consequently PPM task sheets for all three PPMs, recording activities and measurements, shall be attached demonstrating completion of each. The Supplier shall structure the CAFM such that multiple work orders are not raised for these coinciding PPMs but that it is explicitly clear in the PPM work order that the scope of the PPM includes more than one PPM instruction set. The approach to address the management of coinciding PPMs and suppression shall be agreed with the Authority, during Mobilisation.
- 5.5.9. The Supplier shall have suitable and sufficient oversight of the PPM schedule and any ongoing works to determine if PPMs cannot be carried out due to an asset(s) or system being out of service. The Supplier shall be responsible for any costs or impact of any PPM attempted to be delivered whilst an asset is out of service.
- 5.5.10. Where PPMs are disruptive to onsite operations and are required to be undertaken outside of normal operating hours, the Supplier shall ensure the appropriate level of planning and preparation in order that the PPM can be delivered on or prior to the due date.



- 5.5.11. Where a site power down is required, the Supplier shall schedule this activity directly with the Authority's representative on site and shall arrange access with the Security provider. Planning for site power down events, shall commence a minimum of two (2) months prior to the due date to ensure sufficient time to agree delivery dates with the Authority.
- 5.5.12. The Supplier is responsible for ensuring all assets subject to PPM are accessible. If any temporary or permanent access is required to enable the Supplier to deliver a PPM, this shall be identified by the Supplier during the Mobilisation period and any requirements recorded against the PPM in the CAFM. If permanent access systems or fall prevention systems are required, the Supplier shall identify this during the Mobilisation period along with the scope of the works required and the cost of the works. Where temporary access is required for a PPM, the Supplier shall install temporary access in advance to ensure that the PPM can be delivered on or prior to the due date. Should the Supplier be unable to deliver a PPM due to accessibility issues, the Supplier is responsible for the provision (and cost) of a solution and shall identify this to the Authority to seek agreement on a resolution ahead of the PPM due date. The Supplier is responsible for ensuring that PPM due dates are not breached due to lack of physical access to the asset location.
- 5.5.13. The Supplier shall dynamically schedule PPMs, ensuring that the next due date on an asset is automatically calculated directly from the previous PPMs physical completion date. The Supplier is to manage the PPM families on a single asset by amending the due dates of all PPMs in the asset family based on the completed date of the controlling PPM. The controlling PPM will typically be the annual PPM. Where there is no annual PPM, the PPM with the most comprehensive maintenance regime will be the controlling PPM. However, this will be agreed, in advance and during the Mobilisation period, with the Authority. The following rules shall be applied to the management of PPM families on a specific asset:
- 5.5.13.1. A single work order shall be raised for a PPM regardless of how many other PPMs it has suppressed. Note that suppressed PPMs shall still be delivered during this PPM and individual task sheets shall be completed and attached to the PPM work order demonstrating completion of each PPM instruction set. The work order shall explicitly define (in the work order description) the suppressed PPMs included.
- 5.5.13.2. The Supplier shall determine which PPM is the controlling PPM. This will typically be the annual PPM. If any PPM other than the annual PPM is determined to be the controlling PPM, the Supplier shall obtain approval from the Authority's Asset Management Team.

- 5.5.13.3. When dynamically scheduling, the other PPMs in the family will change due dates based on the last delivered controlling PPM.
- 5.5.13.4. Daily, weekly and monthly PPMs shall be excluded from the PPM families and shall, therefore not be rescheduled when the controlling PPM is subject to date changes.
- 5.5.14. The Supplier is required to manage the schedule, resources, arrange access and associated services and deliver PPMs in accordance with this schedule. Authority approval (aside from any approvals required at a site/Premises basis) is not required to amend scheduled dates as long as PPMs remain deliverable prior to or on the due date.
- 5.5.15. Unless the Supplier has been refused access prior to or on the PPM due date to a Premises by either the Authority or the Authority's nominated Guarding Supplier, then failure to deliver the PPM remains the responsibility of the Supplier. Should the Authority or the Authority's Guarding Supplier refuse access due to lack of sufficient notice (see 5.8.2) or insufficient planning by the Supplier, then the Supplier remains responsible for the breach in PPM due date. Note that the only exception to this principle is the refusal of access due to the lack of appropriate competency passport (see Annex I, Competency Management Process). In this case, refusal of access resulting in a delayed PPM remains the responsibility of the Supplier.

## **5.6. PPM Delivery**

- 5.6.1. If an asset is within the warranty or guarantee period, the Supplier shall ensure that the asset is maintained in full accordance with the manufacturers or installer's maintenance requirements by amending or adding to any planned PPMs, in order to avoid invalidating the warranty/guarantee. The Supplier shall identify all assets that are within a warranty period within the CAFM using an appropriate data field flag and ensure all maintenance activities (planned or reactive) are undertaken within the warranty conditions.
- 5.6.2. The Supplier shall ensure compliance with the 'Asset Register and PPM Schedule control' process when cancelling PPMs and PPM work orders.
- 5.6.3. The Supplier shall ensure that their own and subcontractor resources are issued with clear instruction sets for each individual PPM being carried out and shall carry out appropriate routine audit to confirm that the individuals carrying such PPMs are clear on the activities required to be delivered. The Supplier will be required to routinely demonstrate this requirement is being met to the Authority's representative.
- 5.6.4. The Supplier shall use digital technology, wherever possible and practicable, to instruct their own and subcontractor resources in the PPM activities to be carried out and shall utilise such technology to capture completion of activities for real time uploading into the CAFM

in data form rather than uploading documents. This process shall be designed, in collaboration with the Authority and the Authority's Integrator, to maximise the value of the data collected and to provide assurance of work completed. The Supplier shall update the work order status in the CAFM to physical completion within 24 (twenty-four) hours of completion of the task on the Premises.

- 5.6.5. The Supplier shall use editable task sheets for all PPMs listing all individual tasks/activities required by SFG20 (or an alternative standard where indicated) in addition to any statutory certification/reports (for example, gas safe certificate or lift insurance inspection report).
- 5.6.6. During the delivery of the PPM, the individual delivering the PPM shall use this task sheet to indicate completed activities and record measurements and observations.
- 5.6.7. The PPM editable task sheet shall be used for all PPMs and is necessary to provide evidence of PPM completion. Without this record, the PPM cannot be confirmed as complete. As a minimum, the PPM sheet shall include:
  - The asset number (DWP Asset ID)
  - Asset name
  - Asset location
  - SFG20 instruction set
  - PPM frequency
  - Due date of PPM
  - Completed date
  - Name (block capitals so it is legible) and signature of Engineer(s) undertaking the PPM
  - Asset condition assessment (in accordance with CIBSE Guide M)
  - Checklist of all activities required in accordance with the SFG20 schedule or bespoke PPM
  - All measurements made (e.g. volume of refrigerant, temperature etc.)
- 5.6.8. If SFG20 is not applicable, the task sheet must detail the industry standard / code of practice used, a checklist of all activities required in accordance with the standard, and frequency as defined and agreed with the Authority during the Mobilisation period.
- 5.6.9. The individual carrying out the PPM shall indicate against each individual activity specified in the SFG20 (or alternative technical standard) instruction set that the activity is completed, by initialling each individually or electronically confirming completion. Where measurements are required, the results shall also be recorded on this sheet.
- 5.6.10. Where PPMs include the visual inspection of assets or where the physical appearance of the asset is relevant, photographs should be taken to demonstrate the change in condition of the asset(s) over time.

These photographs shall be included in the PPM inspection report and uploaded into the CAFM. For example, the condition of fabric assets can be monitored over time with photographs and the cleanliness of ventilation systems is relevant to the findings of the PPM, so should also be photographed. The Supplier shall, during Mobilisation, propose the list of PPMs that do not require photographs to be taken, for agreement with the Authority.

- 5.6.11. Where 2 (two) consecutive PPMs (of any frequency) on an asset have not been delivered on, or prior to, the due date, the Supplier shall carry out a technical assessment (in the form of an assessment of risk, format to be agreed by the Authority's Asset Management team) of the asset status to determine if the delayed PPMs have resulted in any detrimental impact to the asset. This technical assessment shall be provided to the Authority's Asset Team for review and approval within five (5) working days of the breach of the second PPM. This technical assessment shall be reviewed, updated and reissued for each and every subsequent PPM due date breach following the first two missed PPMs. Any actions identified during the technical assessment shall be implemented by the Supplier within the agreed timeframe and at the Supplier's cost.
- 5.6.12. The Supplier shall produce exception reporting to manage recurring overdue tasks and shall provide a summary of the output of the technical assessment defined in 5.6.11 in these exception reports and during the regular governance meetings.

## **5.7. Remedial Works**

- 5.7.1. Where the outcome of a PPM Task is that Remedial Work is required, or if the Authority requests that any Remedial Work is carried out, the Supplier shall ensure that Remedial Work Order is raised in the CAFM and that this Remedial Work Order is linked to the original PPM and relevant asset (not virtual or PPM asset). The Remedial Work Order shall be raised by the Supplier no later than five (5) working days from the Supplier's receipt of the PPM document/report/certificate (document date). Note that the target completion date for the completion of the Remedial Work Order shall be calculated from the date of physical completion of the PPM on the site and not the date the Remedial work order was raised.
- 5.7.2. Remedial work orders shall be raised for all further works identified during the PPM, regardless of whether or not the work is to be carried out. If the Authority determines that some works are advisory/recommended and works are not to be carried out, the work order shall be cancelled (not closed/completed) and an appropriate justification recorded against the cancelled work order number.

- 5.7.3. The approvals process for identified remedial works shall be in accordance with the defined commercial processes.
- 5.7.4. When performing the PPM, the Supplier (or their nominated subcontractor) shall identify and complete any remedial works that can be completed at that time, within the commercial approvals processes. to avoid the need for delays and/or further visits, i.e., a first-time fix approach. The Supplier shall carry appropriate spares to enable this first-time fix approach to be practicable. It is critical that the Supplier does not implement internal business processes with their supply chain (for example quote processes or the requirement for a purchase order) that prevents or discourages the completion of remedials during the delivery of the PPM. The Supplier shall, in the Service Delivery Plan, provide details of how the first-time fix approach will be implemented to avoid numerous visits and to maximise efficient delivery.
- 5.7.5. Where the Supplier identifies during a PPM that an asset/system/situation is unsafe, the Supplier will ensure that the asset/system/situation is made safe before leaving the site and that any necessary follow up is actioned. This should include isolating an asset or preventing access, for example. In this case, the Supplier shall raise a helpdesk call to the Authority's Integrator to report the issue.
- 5.7.6. The PPM report/certificate shall, as a minimum, clearly define the findings from the inspection/service along with any remedial actions with appropriate timeframes for completion of each remedial action. The Supplier shall ensure that the Engineer carrying out the PPM and/or a technically competent person shall define the timeframe for completion of the remedial action and that this is reasonable. This timeframe shall be based on the PPM physical completion date (for example, twenty (20) working days post the date the PPM was completed on site).
- 5.7.7. The Supplier shall ensure that the output from the PPM is read by an individual who is sufficiently technically competent to understand and interpret the output from the PPM and ensure all actions and interventions are made, including short-term actions to ensure ongoing health and safety and interpretation of the report to identify the need for changes to the maintenance regime and/or works to be included in the Forward Maintenance Register (see Annex K, Asset Management Statement of Requirements).
- 5.7.8. The Supplier shall review any technical findings for assets that indicate a risk of asset failure, health and safety risk and/or the need for major repairs/replacement (for inclusion in the Forward Maintenance Register) and shall communicate this to the Authority's Asset Management Team for determination of the agreed approach.
- 5.7.9. Where the output from the PPM indicated the need for a medium or longer-term intervention, the Supplier shall ensure that this is recorded as a work order in the CAFM and entered into the Forward Maintenance Register.



- 5.7.10. All remedial actions identified by the Supplier and/or their Subcontractor during a PPM shall be raised as individual remedial work orders per child asset (excluding where agreed otherwise with the Authority's Asset Management team) within the CAFM, and these work orders shall be linked within the CAFM to the original PPM work order. This provides traceability of all actions to the source service/inspection PPM. Remedial repairs to virtual assets shall also be raised as individual work orders per asset (child asset), with the relevant asset being identified on the work order with the DWP asset ID/number and the detailed location. For example, a single PPM is scheduled covering the PPM tasks for 180 individual fire doors on building X which results in the identification of remedial works to 72 individual fire doors. The Supplier, in this scenario, will raise 72 work order numbers (one for each door, i.e. one work order per asset).
- 5.7.11. All remedial work orders shall be raised as per the findings of the original PPM and shall not be amended/revised in scope of work or timeframe without the prior approval of the Authority's Asset Management team.
- 5.7.12. The Engineer/Specialist carrying out the PPM shall identify the rectification period, using industry standards and guidance to determine the target completion date for each individual remedial action. The Supplier shall instruct their supply chain that this is a requirement of delivery of the PPM. The rectification period should not exceed the time to the next planned PPM. For example, the remedials identified on a 6 monthly fire door PPM must be completed prior to the next scheduled 6 monthly fire door PPM. Should the Engineer/Specialist not identify a rectification period, the rectification period identified in the Annex E, Service Delivery Response and Rectification Times will apply.
- 5.7.13. All remedial work orders raised following a PPM shall include details of the originating PPM (frequency and date) in the remedial work order long description (format of work order descriptions to be agreed between the Supplier and the Authority during the Mobilisation period). For example, the work order description for a replacement glazed unit in a fire door raised as a remedial following a 6 monthly fire door inspection would read '6M, 12-04-23, FD30 Door 035, replace glazing to fire door'.
- 5.7.14. The Supplier shall review the FMR, LCW plan, the property divest plans and any backlog work orders to determine any associated impact on remedials identified. Where other work to the same asset exists in these categories, the Supplier shall liaise with the Authority's Asset Management team to determine what action needs to be taken (including temporary repairs, amendments to LCW plans etc.) and shall update the relevant work orders with the agreed approach.
- 5.7.15. Should the Supplier determine post PPM that a remedial action identified during the PPM is not required, the work order shall be updated with a justification authorised by a technically competent

person and this work order then passed to the Authority for approval prior to being cancelled. Note that the Supplier shall 'cancel' the work order rather than closing the work order as this indicates completion.

- 5.7.16. The Supplier shall notify the Authority of any variations to the remedial actions undertaken and provide full details of such variations including a justification for the change. Should the Authority deem the approach taken by the Supplier was insufficient, the Supplier shall deliver the original intent of the remedial works, at the Supplier's own cost.
- 5.7.17. On completion of remedial actions, the Supplier is required to upload documentation that demonstrates completion of the works. This will include photographs (before and after), subcontractor reports, minor electrical reports, Engineers reports, certificates and so on. This documentation must contain details of the works completed (including details of any replacement parts), by whom (name and signature), date of works completion and the need for any further works/requirements. Attendance reports are insufficient to provide demonstration of work completion. Any changes to asset data resulting from the remedial actions shall be managed through the asset data change process by the Supplier in accordance with Annex K, Asset Management Statement of Requirements.

## **5.8. Disruptive Tasks**

- 5.8.1. Some PPMs and reactive/remedial activities will be disruptive to the operation of the Authority's premises and as such, shall be required to be undertaken out of normal office hours. This would typically include (but is not limited to):
- Periodic Inspection and Testing of Electrical Systems (Fixed Wire Testing)
  - Work on distribution boards, isolators, busbar system, main switch panels, HV packaged substations, terminal units (fan coils), terminal units (VRV systems),
  - Work on Calorifiers
  - Annual Emergency Lighting testing
  - Work on Boilers (unspared) during winter months or air conditioning systems during summer months
  - Work on any assets that could cause disruption to critical IT, communication, security, or operational systems
- 5.8.2. The Supplier shall inform the Authority's representative, the Authority's Guarding Supplier and the Supplier's FM at a Premises at least eight (8) weeks prior to a planned disruptive task in order that dates can be confirmed. The Supplier shall remain responsible for any PPM or planned date breached due to lack of sufficient planning (including 8 weeks' notice to the Authority's representative, Supplier's FM and the Authority's Guarding Supplier) of a disruptive task.

- 5.8.3. The Supplier shall ensure any planned or reactive works have no impact on the operation of the premises. Any works that would impact the provision of critical power, IT, communication, and security systems or affect the comfort of the premises (due to physical disruption, noise, dust, asbestos precautions etc.) for occupants and/or their ability to deliver the services of the Authority shall be performed by the Supplier out of normal office/working hours.
- 5.8.4. Costs for the performance of disruptive tasks outside of normal operating hours shall be included in the Charges. It is the responsibility of the Supplier to take account of such disruptive tasks and include for this requirement in the Charges.

### **5.9. Completion of Site Logbooks**

- 5.9.1. Site logbooks shall be maintained by the Supplier and always kept up to date. The site logbooks shall include detailed records of risk assessments and details of all onsite routine activities undertaken to maintain critical site systems, including (but not limited to) current, valid:
- Fire Risk Assessment (FRA)
  - Asbestos Register
  - Tracker of Fire Risk Assessment actions, showing action completion status.
  - Fire floor plans showing locations of fire protection equipment (e.g., call points, detectors, extinguishers, risers etc.)
  - Weekly fire alarm testing including details of the call point(s) used and any faults detected.
  - Fire alarm system testing demonstrating 100% system testing.
  - Fire extinguisher testing/inspection.
  - Testing/inspection of fire dampers, fire suppression systems, dry risers, sprinklers etc.
  - Water Risk Assessment (WRA).
  - Water hygiene scheme of control.
  - Water temperature monitoring records.
  - Tracker of Water Risk Assessment actions, showing action completion status.
  - Outlet flushing records.
  - Microbiological testing reports.
  - Floor plans showing the location of any virtual assets (i.e., assets not listed individually on the Asset Register, such as fire extinguishers, EML, TMVs
  - F-Gas Register
  - Asset Registers for all child/parent (virtual) assets.
- 5.9.2. The Supplier shall also provide all documents related to the Authority's individual premises (each site) within the CAFM linked to the premises



reference number. This shall include all statutory compliance documentation, PPM records, inspection reports, remedial/repair records, photographs, water risk assessments, fire risk assessments, COSHH assessments, child/parent Asset Registers etc.

- 5.9.3. A site with incomplete or out of date logbooks will be deemed as non-compliant for the purposes of performance management.
- 5.9.4. All site log book documents shall reference the DWP asset ID/number. Documents that do not reference the DWP asset ID/number will be determined as invalid.

## **5.10. PPM Documentation**

- 5.10.1. On completion of PPMs, the Supplier shall update the work order status to physically complete within 24 (twenty-four) hours of the site visit.
- 5.10.2. The Supplier shall receive the completed task sheet/PPM report/certificate from their Engineer and/or subcontractor within two (2) working days for PPMs delivered by the Supplier and within fifteen (15) working days for PPMs delivered by the Supplier's Subcontractor(s), unless agreed otherwise by the Authority.
- 5.10.3. The Supplier shall ensure that any contractual agreements with Subcontractor(s) enables the delivery of PPM reports/certificates within fifteen (15) working days requirement.
- 5.10.4. The PPM works task sheet shall list the activities required to be undertaken during the PPM in accordance with the agreed SFG20 instruction set (or alternative where relevant) and each activity will be initialled on completion or digitally recorded as complete. Where the maintenance regime (SFG20 or other) determines it is necessary, the same task sheet shall also be used to record any observations, checks and measurements made (e.g., temperature, volts, amps, resistance etc.).
- 5.10.5. The PPM task sheet and any associated reports, documents, certificates must reference the DWP asset/ID number, otherwise they will be deemed invalid.
- 5.10.6. Where more than one PPM coincides to be undertaken at the same visit/PPM, each task sheet shall be completed individually. For example, an annual PPM that coincides with a 3 monthly PPM will require both SFG20 (or alternative) task sheet to be completed and uploaded into the CAFM.
- 5.10.7. Current digital technology shall be used by the Supplier and their Supply Chain wherever possible and practicable to ensure that the data held in the CAFM is as up to date and as near to real-time as practical.
- 5.10.8. The output from the PPM tasks shall be recorded and include:
  - A record of the inspection showing that each individual task/activity in the SFG20 instruction set has been completed.



DEPARTMENT FOR WORK AND PENSIONS  
Management of Statutory Compliance, PPMs and Work Delivery

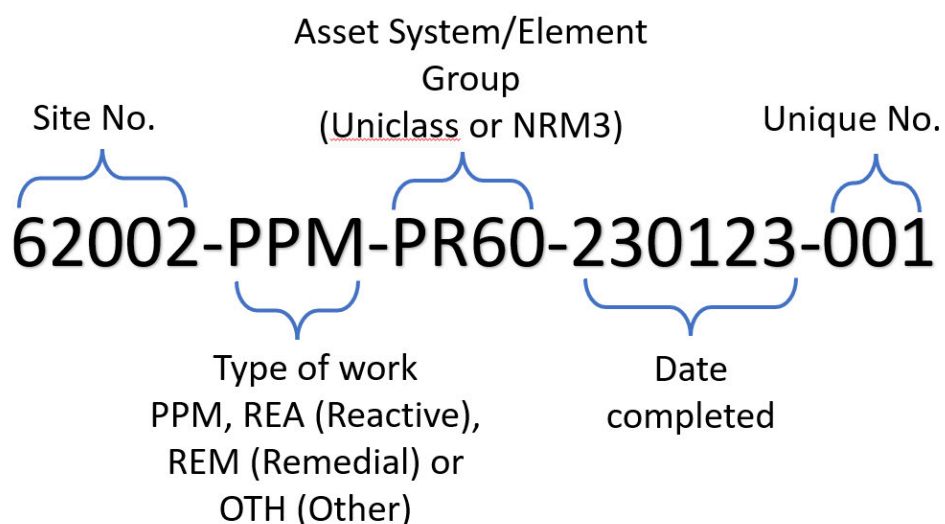
- A description of the condition of each asset, in accordance with the agreed condition assessment methodology – see Annex K, Asset Management Statement of Requirements.
  - Photographs demonstrating asset condition and work completed.
- 5.10.9. All maintenance documentation, reports, certificates and supporting information must be fully completed and uploaded into the CAFM in pdf format for each maintenance activity to be agreed, by the Authority, as complete.
- 5.10.10. All documents shall be subject to the Supplier's agreed quality assurance process before uploading into the CAFM. The documents must be:
- 5.10.10.1. The correct document for the asset and relevant PPM.
  - 5.10.10.2. Legible and not distorted in any way.
  - 5.10.10.3. Completed in full.
  - 5.10.10.4. Complete with details of all remedial required, in detail sufficient to plan the works, with a timeframe for completion.
  - 5.10.10.5. Scanned in colour and saved in pdf format.
  - 5.10.10.6. Reference the DWP asset/ID number.
- 5.10.11. All documents uploaded into the CAFM shall follow the agreed document numbering convention. This will be based on the numbering convention shown in Appendix 1.



DEPARTMENT FOR WORK AND PENSIONS  
Management of Statutory Compliance, PPMs and Work Delivery

## APPENDIX 1 – DOCUMENT NUMBERING CONVENTION

The Supplier is required to adhere to this document numbering convention when uploading any documentation to the CAFM.



Should the Supplier wish to apply any variation to this document numbering convention, it shall be agreed with the Authority in advance.



DEPARTMENT FOR WORK AND PENSIONS  
Management of Statutory Compliance, PPMs and Work Delivery

## APPENDIX 2 – TREFOREST BESPOKE PPMs – FLOOD DEFENCE SYSTEM

**Site 620866, Treforest**  
**Asset No. DWP120129**

The flood defence system at Treforest is not maintained in compliance with SFG20, hence the PPMs are bespoke based on the Manufacturer's recommendations. There are two PPMs for this asset, a 3 monthly check and a 6 monthly check, as below:

### **3 (three) Monthly PPM:**

The following activities are required to be carried out 3 monthly on the asset and a record made of the checks/findings and condition photographs.

- Check all flood defence system components are present and there is no visible sign of defects
- Check all components are clean and in good order
- Clean components, if required
- Check that there are no visible defects and bolts are intact and can be removed and refixed as required
- Check that the colour coding is visible on both the individual items and the shelves in the bin store
- Identify and record any defects on the PPM record
- Raise any defects as a remedial PPM work order linked to the original PPM work order

### **6 (six) Monthly PPM:**

During this PPM, test the full installation and removal of the flood defences and carry out a visual inspection of all items to ensure there are no defects or issues. Record the checks made, outcome and findings and provide photographs, where required.

This task to be completed out of hours to minimise the disruption to the site, potentially during autumn/winter months where reduced visibility and higher flood risk rating is to make it more akin to a live test environment.

**Annex M – Legal and Policy Register to Contract Schedule 2: Scope**

The Parties agree that the Legal and Policy Register stored on the Client's JAGGAER system is the agreed live excel version of the Legal and Policy Register contained within this Annex.



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**DEPARTMENT FOR WORK AND PENSIONS**  
CONTRACT SCHEDULE 2 - SCOPE  
**ANNEX N - PERMIT TO WORK (PTW) REQUIREMENTS FOR THE FM  
SUPPLIER**

**COMMERCIAL IN CONFIDENCE**

18<sup>th</sup> April 2023



CONTENTS

1   **VERSION CONTROL .....3**

2   **INTRODUCTION AND CONTEXT .....3**

3   **DEFINITIONS AND ABBREVIATIONS .....3**

4   **PERMIT TO WORK REQUIREMENTS .....4**

    4.1   Supplier’s Permit to Work Process .....4

    4.2   Use of Permits .....4

    4.3   Permit to Work Roles .....5

    4.4   Risk Control Hierarchy .....6

    4.5   Minimum Requirements for the Supplier’s Permit to Work Process .....6

    4.6   Competency Standard for Permit Authorisers .....8

5   **LEGISLATION .....9**

## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	08-11-22	Redacted	All	Initial Draft	N/A
V1.1	27-03-23		All	Issued for use	N/A
V1.2	18-04-23		All	Updated following comments	N/A
V1.3	10-07-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

This document has been developed to provide the Authority's Supplier(s) and DWP employees with guidance on the structure and minimum standards related to the implementation of Permit to Work (PTW) Systems on the Authority's Premises. This document provides guidance on when to use permits and the minimum standard for the process.

It should be noted that permit to work need only be applied to high risk works that require the highest level of management control and risk mitigation.

A permit to work procedure is a control process that formalises the assessment of risk and the implementation, and approval, of mitigation actions and controls for high risk or complex activities. As such, it shall be defined, implemented, and managed by the Supplier following approval by the Authority.

## 3 DEFINITIONS AND ABBREVIATIONS

ACOP	Approved Code of Practice
CSE	Confined Space Entry
Competent Person	A person who has sufficient training, skills and experience and is aware of their own limitations.
Confined Space	A confined space is a place which is substantially enclosed (though not always entirely), and where serious injury can occur from hazardous substances or conditions within the space or nearby (e.g., lack of oxygen). For example, sewers, boreholes, excavations, air ducts, roof voids, sumps, enclosed surface drains, cold water storage tanks, voids beneath floors etc. As defined by the The Confined Spaces Regulations, updated from time-to-time.
CSE	Confined Space Entry
Hot Works	Any work that involves the use of open flames or fires (including welding, cutting etc.) or work that involves the application of heat or potential generation of sparks (for example, soldering etc.)
HSE	Health and Safety Executive
Supplier	The Supplier delivering routine FM services, reactive works, PPMs,



	remedial works and some lifecycle works/asset replacements.
Permit	A document that records the activity to be undertaken, who is carrying out the task, the risks, and the associated control measures. The document is approved prior to work commencing by an Authorised person.
PPE	Personal Protective Equipment
PTW	Permit to Work

## 4 PERMIT TO WORK REQUIREMENTS

### 4.1 Supplier's Permit to Work Process

The purpose of a Permit to Work system is to specify work to be done, by whom, identify and mitigate risks and record the control measures and provide authority approvals for the work to proceed.

During the Mobilisation period, the Supplier shall determine, document and issue, in accordance with this procedure and their own Integrated Management System, the detailed procedure of how the Permit to Work requirements will be delivered during the course of the Contract on the Authority's Premises. This shall be submitted for review and approval by DWP Estates Health and Safety function. This procedure shall address the specific needs of the Premises, identifying systems, assets, structures, or activities that pose elevated risk.

The Supplier's Permit to Work procedure shall comply with the legislation and codes of practice defined in section 5. The Supplier shall implement, where practicable, an electronic permitry system linked to the CAFM that provides full visibility to the Authority and the users of the permits and enables more effective management oversight.

### 4.2 Use of Permits

In the main, routine facilities management activities, such as reactive works, remedial works, the delivery of planned maintenance activities (e.g., PPMs) and typical FM projects are low risk activities that do not require permit controls. However, some activities, due to their nature (functional risk) or the location of the activity (situational risk) are inherently higher in risk. It is for these activities that control measures and authorisation to proceed, via the Permit to Work procedure, is necessary. As a minimum, the Authority requires the Supplier's procedure to include permit controls for the following activities:

- Hot Works
- Confined Space Entry (CSE)
- High risk working at height activities (for example accessing roofs with unprotected edges or working off of ladders)
- Working on live mechanical or electrical systems
- HV switching
- Working on pressurised systems
- Working in excavations
- Working on gas systems
- Asbestos non-licensable work

- Complex activities with multiple Contractors and/or interfaces, such as major projects
- Dangerous or hazardous substances (where the COSHH assessment does not adequately control the risk)

There may be other specialist activities requiring the use of permitry controls and the Supplier shall identify this and document this in the Supplier's Permit to Work process accordingly.

Intrinsic in the Permit to Work procedure is the need to plan in advance for the tasks to be undertaken and it is imperative that the Supplier ensures adequate time, resource, and expertise to plan, coordinate and communicate all requirements to employees and/or third parties engaged to carry out works on their behalf.

### **4.3 Permit to Work Roles**

#### ***Head of Property and Construction Compliance***

Accountable for stewardship of this procedure ensuring that the Supplier defines their Permit to Work procedures in accordance with this document, reviews/updates and seeks and obtains Head of Property and Construction Compliance approval prior to implementation.

#### ***Supplier***

Responsible for the development of a Permit to Work procedure in accordance with this document, the relevant legislation and codes of practice. Implementation of the approved Permit to Work procedure across the Authority's Premises, ensuring effective and consistent delivery, governance, control, and audit. Ensures that all persons involved in the Permit to Work procedure are trained and competent to perform the tasks assigned to them, understand their role, and implement the necessary control measures.

The Supplier is responsible for ensuring the provision of suitable and sufficient audit and inspection of the Permit to Work process. The Authority shall also routinely audit compliance of the Supplier's application of the permit process.

#### ***Permit Requester***

Responsible for defining and documenting the task to be carried out, the location, risk control measures associated with the work methodology and confirming compliance with all local site rules and permit controls. The Permit Requester must have the appropriate skills, knowledge, and experience to plan the works, identify risks and implement appropriate risk control measures. The Permit Requester is also responsible for ensuring the close out of the Permit at the end of the work period or on completion of the task, as defined in the Supplier's process. This will be audited routinely by the Authority.

#### ***Permit Authoriser***

Responsible for reviewing the permit, confirming the assessment of the level of risk and selection of control measures, and ensuring any local, site-specific requirements (including communication to key stakeholders) have been addressed. On satisfactory assessment of

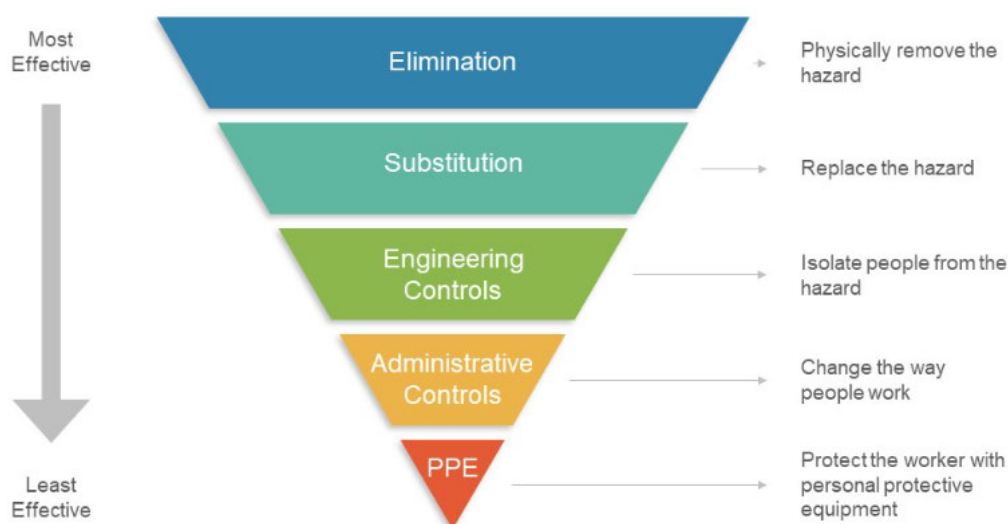
these factors, approves the permit allowing the work to proceed. The Permit Authoriser must be competent to technically assess and approve the permit and must be authorised by the Supplier, in writing, to approve permits.

#### **Site Nominated Facilities Manager (FM)**

Responsible for having oversight of all permits planned and in use at their relevant site(s). The FM shall ensure that all permits are in place, are relevant and appropriately authorised for all works planned, regardless of the source of the permit (I.e. including third parties such as Projects contractors, IT contractors, Security etc.)

#### **4.4 Risk Control Hierarchy**

The FM Supplier's Permit to Work system shall be based on the Risk Control Hierarchy defined below.



#### **4.5 Minimum Requirements for the Supplier's Permit to Work Process**

A Permit to Work system aims to ensure proper planning and assessment of risk associated with a particular task/location prior to the work taking place and subsequently authorises certain people to carry out specific work at a specific time and place. As a consequence, the Authority has some minimum requirements in this regard:

- The Permit to Work process does not eliminate risk nor replace the requirement for a Risk Assessment and Method Statement. Therefore, the Risk Assessment and Permit to Work processes should align and be complementary.
- The Supplier shall ensure the appropriate level of engagement at the site level with the relevant site representatives (Supplier, Authority and Landlord, where necessary) to ensure alignment and coordination of work.
- The Permit to Work System shall ensure:
  - The full and proper approval of high-risk work.

- That no work requiring a permit proceeds without an appropriately requested and approved permit.
- Appropriate planning and coordination take place prior to the work.
- There is clear definition of the nature of the work, location, time, hazards, risks, control measures and who is undertaking the works.
- Any control measures that are the responsibility for others to implement (e.g., isolations) are specifically defined and communicated to those responsible.
- That where an activity requires more than one permit (for example, hot work in a confined space), it will be necessary to ensure that these permits are linked or replaced by a single permit to ensure all necessary controls and interfaces are addressed.
- That the work is properly planned and coordinated with all relevant parties.
- That the competency and training of those required to carry out the work is identified.
- That the permit is available at the work location and is used to provide a record of the work and evidence of required control measures.
- That there are formal hand back process on completion of the work to ensure that the work location is left in a safe and tidy condition and that any de-isolation activities take place at the appropriate time.
- That where a task can not be completed in one shift with the same personnel, that the work location is left in a safe and tidy condition and that there are clear instructions for the next shift and/or new work crew.
- The retention period for completed permits shall be defined to ensure records of the activities and control measures are kept for a suitable time.
- The Supplier shall ensure the appropriate levels of training, supervision, and instruction to all employees and/or third-party suppliers involved in the Permit to Work process and shall ensure the development and maintenance of an appropriate competency matrix. See Annex I, Competency Management Passport.
- The process should ensure that a visit to the work location takes place prior to the permit being requested.
- The Supplier shall implement a rigorous audit regime of the Permit to Work process to ensure appropriate use of the procedure and robust, consistent implementation.
- Where the Supplier is working alongside another Authority Supply Chain Member who is appointed directly by the Authority, the Supplier is required to always coordinate and cooperate with the other Supplier. Should conflict arise, the Supplier shall escalate this to the Authority to seek guidance on an appropriate resolution.
- The Supplier's Permit to Work Procedure shall define the duration for which a permit is valid and the permit renewal process.
- Permits shall have:
  - Unique reference number.
  - Site name/number.
  - Date and time of request.
  - Date and time of approval.
  - Duration of the permit validity.
  - Identification of the precise work location.
  - Details of the task(s) to be undertaken.

- Reference to the risk assessment and method statement.
- Description of hazards and foreseeable risks.
- Description of the control measures to mitigate the foreseeable risks, including any barriers, safety locks and warning notices.
- Details of any emergency procedures.
- Name and contact details of the individual supervising the work activity.
- If at any time the conditions affecting the work location or activity changes, the permit shall be suspended, and work must cease. This suspension shall be implemented in the event of the following circumstances (as a minimum):
  - An accident, incident or near miss on or adjacent to the work location.
  - The identification of new hazards.
  - Where changes in the situational risks occur (i.e., location, environment, weather etc.)
  - Where there are changes in the personnel carrying out the works or supervising the works.
  - Where the conditions defined on the permit cannot be met or are not being met.
  - When the Permit Authoriser or Supervisor instructs the cancellation of the permit.
- On completion of the work or at the end of the permit validity period, whichever is soonest, the permit will be closed out.

#### 4.6 Competency Standard for Permit Authorisers

The table below shows the Authority's minimum technical standards for Permit Authorisers by permit type/category:

Type(s) of permit that Permit Authoriser can issue	DESIRABLE Competence level of Permit Authoriser
Electrical (Isolated Supply)	<ul style="list-style-type: none"> <li>● 18<sup>th</sup> Edition NICEIC Electrical Certificate</li> <li>● LV/HV Authorised Person (AP)</li> <li>● Detailed knowledge of Electrical wiring at site</li> </ul>
Authorisation for Live Working (electrical)	<ul style="list-style-type: none"> <li>● NICEIC Specialist Contractor Used and Permit Authoriser to complete permit with Contractor</li> <li>● LV/HV Authorised Person (AP)</li> <li>● AP has 18<sup>th</sup> Edition NICEIC Electrical Certificate</li> </ul>
General Isolation (Other energy source, e.g., gas)	<ul style="list-style-type: none"> <li>● Registered Engineer or Approved Contractor to isolate for gas (GasSafe) and Permit Authoriser should have very good knowledge of gas installations.</li> <li>● Other energy sources – Permit Authoriser must understand plant, the safety controls, and potential dangers.</li> </ul>
Working at height	<ul style="list-style-type: none"> <li>● Permit Authoriser should have IPAF/PASMA</li> </ul>

	knowledge and experience of using MEWPs, scaffold, scissor lifts etc. <ul style="list-style-type: none"> <li>• IOSH Managing Safely or equivalent</li> </ul>
Hot Working	<ul style="list-style-type: none"> <li>• Detailed knowledge of Fire Alarm, Detection and Suppression systems.</li> <li>• Detailed site knowledge.</li> <li>• IOSH Managing Safely or equivalent.</li> </ul>
Excavation	<ul style="list-style-type: none"> <li>• Detailed knowledge of underground services.</li> <li>• IOSH Managing Safely or equivalent.</li> </ul>
Confined Space	<ul style="list-style-type: none"> <li>• Good knowledge of potential risks inherent in confined spaces (e.g., substances, structural issues, access/egress etc.).</li> <li>• IOSH Managing Safely or equivalent.</li> </ul>
General Permit / Permission	<ul style="list-style-type: none"> <li>• Dependent upon type of high-risk work.</li> <li>• Site knowledge.</li> <li>• IOSH Managing Safely or equivalent.</li> </ul>

Where the Supplier seeks to appoint a Permit Authoriser who does not have the competencies defined above, formal approval needs to be requested from the Authority. The Supplier shall provide sufficient justification and details of the skills, training, and experience of the proposed individual to support the decision-making process.

## 5 LEGISLATION

This process has been developed to comply with the following legislation:

- Guidance on Permit to Work Systems, HSG250
- The Safe Isolation of Plant and Equipment, HSG253
- Electricity at Work Safe Working Practice, HSG85
- Management of Health and Safety at Work Regulations 1999
- Health and Safety at Work etc Act 1974
- Reducing Error and Influencing Behaviour, HSG48
- Five Steps to Risk Assessment, INDG163
- Confined Space Regulations 1997
- Gas Safety (Installation and Use) Regulations 1998



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**DEPARTMENT FOR WORK AND PENSIONS**  
**CONTRACT SCHEDULE 2 - SCOPE**  
**ANNEX O - LIFTS & ESCALATORS – STATEMENT OF REQUIREMENTS**

**COMMERCIAL IN CONFIDENCE**

2<sup>nd</sup> July 2023





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

## CONTENTS

<b>1</b>	<b>VERSION CONTROL .....</b>	<b>4</b>
<b>2</b>	<b>INTRODUCTION AND CONTEXT .....</b>	<b>4</b>
<b>3</b>	<b>DEFINITIONS AND ABBREVIATIONS .....</b>	<b>4</b>
<b>4</b>	<b>GENERAL SERVICE REQUIREMENTS .....</b>	<b>6</b>
4.1	Provision of Maintenance.....	6
4.2	Resourcing.....	7
4.3	Protection, Damage to and Reinstatement of Existing Services .....	7
4.4	Materials and Quality of Works .....	7
4.5	Obsolete Parts .....	8
4.6	Plant and Tools .....	9
4.7	Unsafe Equipment .....	9
4.8	Site Visit Requirements.....	9
4.9	Performance Criteria - Lifts .....	10
4.10	Performance Criteria - Escalators.....	10
4.11	High Voltages in Remote Locations to Machine Room .....	11
4.12	Management of Equipment Status.....	11
4.13	Processes and Procedures.....	12
<b>5</b>	<b>SCOPE OF SERVICES – PLANNED WORKS .....</b>	<b>12</b>
5.1	Cleaning of Scenic Lifts .....	12
5.2	Escalator Maintenance .....	12
5.3	LOLER Thorough Examination of Lift Equipment .....	13
5.4	SAFed LG1 Lift Inspections .....	14
5.5	Routine Maintenance Visits .....	15
5.6	Firefighting / Evacuation Functionality Checks .....	15
5.7	SAFed Guidelines for the Safe Operation of Escalators and Moving Walks .....	15
5.8	New Lifts .....	16
5.9	Capital Work .....	16
5.10	Support for Insurance Inspections .....	17
5.11	Additional Technical Support .....	17
5.12	Alarms, Telephones and Communications Systems/Interfaces with Fire Detection and Alarm Systems .....	17
5.13	Audits and Inspections.....	18
<b>6</b>	<b>BREAKDOWN MAINTENANCE .....</b>	<b>20</b>





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

6.1 Breakdown Performance .....20

6.2 Fault Finding .....20

6.3 Emergency Callout Requirements .....20

6.4 Motor or Generator Rewinds/Replacements.....22

6.5 Lift Car and Lift Shaft Lighting.....22

6.6 Escalator Lighting .....22

## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	06-03-23	Redacted	All	Initial Draft	N/A
V1.1	05-05-23		All	Issued for approval	N/A
V1.2	02-07-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

This document has been developed to provide the Supplier with guidance on the minimum standards required by the Authority in the management and maintenance of lifts and escalators, including passenger, goods, disabled persons, and firefighting lifts.

## 3 DEFINITIONS AND ABBREVIATIONS

ACOP	Approved Code of Practice
BS5655	Shall mean all relevant parts of the Standard as issued by The British Standards Institute and such revisions thereto as may be issued from time to time
BS5656 (Escalators Only)	Shall mean all relevant parts of the Standard as issued by The British Standards Institute and such revisions thereto as may be issued from time to time
BS7255	Shall mean all relevant parts of the Standard as issued by the British Standards Institute and such revisions thereto as may be issued from time to time
Competent Maintenance Person	Shall mean designated person, suitably trained (see EN ISO 9000), qualified by knowledge and practical experience, provided with necessary instructions and support to enable the maintenance operation to be safely carried out
'The Competent Person'	Shall mean someone who has such appropriate practical and theoretical knowledge and experience of the lifting equipment to be thoroughly examined as will enable them to detect defects or weaknesses and to assess their importance in relation to the safety and continued use of the lifting equipment. (As further defined in paragraph 1.1.1 of the SAFed Guidelines on the Supplementary Tests of In-service Lifts 2006.)
Electricity at Work Regulations	Shall mean the Electricity at Work Regulations 1989, which came into force on 1st April 1990. The full text is set out in Statutory Instrument 1989 No. 635 and such revisions thereto as may be issued from time to time
EN81	Shall mean all relevant parts of the Harmonised Standard and such revisions

	thereto as may be issued from time to time by The British Standards Institute
EN13015	Shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time by The British Standards Institute
EN115 (Escalators Only)	Shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time by The British Standards Institute
EN ISO14121	Shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time by The British Standards Institute
EN ISO14122	Shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time by The British Standards Institute
EN ISO3864	Shall mean all relevant parts of the Harmonised Standard and such revisions thereto as may be issued from time to time by The British Standards Institute
Entrapment	Shall mean a passenger is trapped within a lift
Insurance Inspector	Shall mean the person employed to conduct the statutory LOLER thorough examination and/or 'The Competent Person' who inspects the equipment and determines any relevant SAFed LG1 series of supplementary tests that shall be conducted
'Lifts'	Shall mean the lifts, escalators, hoists, dock levellers and disabled persons lifts described in this document
LOLER	Shall mean the Lifting Operations and Lifting Equipment Regulations 1998 and such revisions thereto as may be issued from time to time
Misuse/abuse	Shall mean damage caused to the Lifts either deliberately or accidentally
Normal Operating Hours	Shall mean the normal operating hours of each Premise in the portfolio, as defined at the time the contract is in place and may be varied from time to time at the Authority's discretion
Normal Working Hours	Shall mean the normal working hours of the Supplier as defined at the time the contract is placed
PM45	Shall mean Guidance Note PM45 issued by the Health and Safety Executive and such revisions thereto as may be issued from time to time
PPM	Planned Preventative Maintenance
Premises	Shall mean any of the properties of the Authority at which any of the Lifts are installed
PUWER	Shall mean the Provisions and Use of Work Equipment Regulations 1998 and such revisions thereto as may be issued from time to time
Regulations	Means any applicable statute, law, regulation, directive, statutory instrument, local authority by-law, standard, code of practice including, without limitation, any of the foregoing that are expressly listed in this Agreement
SAFed	Shall mean Guidance for Thorough Inspection of Lifts, LG1, as issued by SAFed and such amendments or revisions thereto as issued from time to





**DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS**

	time
SAFed Supplementary Tests	Shall mean the required series of tests of in-service lifts, (defined in Section 5 [Annex A] LG1), detailed on the statutory Inspection Report (LOLER) issued by the Authority's insurance representative
Services	Means the services to be provided and the obligations to be performed by the Supplier under this Contract
Shared Helper Working or Flexible Working	Shall mean that a fitter shall attend site assisted, whenever conditions warrant, by a mate or fitter as necessary
Remedial Repair	Shall mean a repair which is pre-planned as part of the ongoing maintenance of the Lifts
Site Defects Notice	Shall mean the section of a Statutory Inspection Report, which requires a defect to be rectified within a specified time period
Statutory Inspection Report (LOLER)	Shall mean the report issued by the Authority's appointed insurer's representative from time to time, following the six or twelve-monthly inspection of each lift;
Supervised Property	Shall mean a property which is occupied by a person or persons, either directly or indirectly employed by the Authority and engaged in the day-to-day management of the premises and is based on site during the normal operational hours of the premises
The Lift Regulations	Shall mean The Lift Regulations 1997. The full text is set out in Statutory Instrument 1997 No. 831, and such revisions thereto as may be issued from time to time
Two Persons Working	Shall mean that a fitter and mate shall attend site at all times
Reactive Repair	Shall mean a repair which has become necessary due to a failure of equipment or component
Unsupervised Property	Shall mean a property, which does not have the permanent site presence of a person directly or indirectly employed by the Authority. These buildings are managed by an employee who is resident at another property and is responsible for the day-to-day management of the premises
Working on Arrival	Shall mean in response to a breakdown call, on attending site the lift or escalator unit is found to be fully operational, with no intermittent fault

## 4 GENERAL SERVICE REQUIREMENTS

### 4.1 Provision of Maintenance

The Supplier shall provide the management of the Lifts and Escalator assets in consideration of the scope of work included in this document. The Supplier is required to provide the following services for Lifts:

- Thorough Examination (SFG 82-07)
- SAFed Supplementary Lift and Escalator Inspections
- Routine Maintenance Visits (including but not limited to - SFG20 82-01, 82-03, 82-04, 82-05, 82-08, 82-10, 82-11 ad 82-12)
- Breakdown maintenance – including fault finding
- Emergency call out service and management of entrapments
- Management of alarms, telephones and communications systems
- Escalator maintenance
- Management of lift/escalators out of service process

The Authority reserves the right to add or subtract further lifts and escalators, to the Lifts and Escalators specified in the asset register provided during the tender process. The price shall be varied to reflect any such changes in line with the pricing set out in the Schedules.

The Authority may, in addition to the provision of the maintenance, in respect of any of the Lifts and Escalators, require the provision of further enhancement works.

#### **4.2 Resourcing**

The Supplier shall employ, on the Authority's Premises, only Engineers fully trained and of sufficient breadth of experience to provide the level of expertise which will be required in maintaining units of different design and manufacture.

Two-persons, shared helper or flexible-working provisions shall be operated at all times for the maintenance of the Lifts and Escalators.

The Supplier shall only provide directly employed operatives to execute the work and shall not subcontract the works nor use operatives provided by third parties, without the prior approval of the Authority.

#### **4.3 Protection, Damage to and Reinstatement of Existing Services**

Live services exist on the Premises and shall be maintained throughout the duration of the delivery of the services. The Supplier shall check for the existence of services (gas, water, electricity, telephone and other communication lines and drains) and similar items, whether overhead on or in the walls or in the floor in the area of the works, prior to commencing works. If located, any such services shall be identified and marked by the Supplier to ensure the protection of the existing services from damage during planned works. Any damage to services caused by the negligence of the Supplier shall be made good to the satisfaction of the Authority by the Supplier at the Supplier's cost.

The Supplier shall not interfere with the operation of existing services without permission of the Authority and if applicable, Statutory Authorities and Landlords.

#### **4.4 Materials and Quality of Works**

The Works shall comply with all applicable Regulations and shall be executed with all due skill and care and in accordance with the style, character, and finish of first-class work, with the best workmanship and in conformity with the latest relevant Codes of Practice.





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

Materials shall be the best of their respective kinds and shall be fit for purpose, irrespective of trade usages and descriptions. All materials shall be to the approval of the Authority and obtained from manufacturers approved by the Authority and shall conform to the latest British Standard. The Authority's decision on the suitability of materials used shall be final.

The Supplier shall provide all materials for the Works, either by purchasing from the original Manufacturer or from alternative suppliers. Where alternative sources of materials are considered, these must provide an equivalent or superior performance and written approval of the Authority or the Authority's Representative must be sought prior to purchase.

Workmanship will be assessed by the Authority through maintenance audits delivered directly by the Authority or by the Authority's representative. Where defects in workmanship are identified through audit, the Supplier shall complete any remedial works required within fifteen (15) working days of identification, at the Supplier's cost.

The Supplier shall regularly review the reactive/remedial spend data to assess the levels of van stock (materials held by mobile Engineers) and consumable parts required to minimise lifts being out of service enabling immediate repairs to be carried out. The following additional parts shall be held by the Supplier for all relevant lifts and shall be readily available to Engineers:

- Car and landing pushes
- Door hanger rollers
- Door lock rollers
- Door shoes
- Air cords
- Screws/bolts and other fixers
- Audible alarms
- Batteries

The Supplier shall keep the Premises (i.e., the lift motor room, plant room, lift shaft and pits) free from rubbish and debris and maintain them in a tidy condition to the satisfaction of the Authority or the Authority's Representative. All old parts and waste materials shall be removed from the Premises and disposed of in the appropriate manner.

#### **4.5 Obsolete Parts**

During the mobilisation period, the Supplier shall assess and identify any obsolete parts during the Asset Verification exercise. The Supplier shall develop a list of all obsolete parts, reviewing this annually and updating accordingly and ensuring it is always readily available to the Authority.

The Supplier shall also identify assets that are not obsolete but have restricted Manufacturer cover before obsolescence and shall identify any parts/spares required to maintain an effective service and source appropriately.

For the avoidance of doubt, the term 'obsolescence' means that a particular component or crucial working part is confirmed by the Original Equipment Manufacturer as no longer available and an alternative component cannot be obtained or economically manufactured to ensure continued functionality. Economically manufactured shall be taken to mean at a cost of no more than 125% of the original part when taking inflation into account. This shall be considered in conjunction with the lifecycle plan(s) for asset replacement, where applicable, and any building divestment strategy.

Any failed parts which are not determined to be obsolete as defined above shall be replaced with a modern equivalent.

#### **4.6 Plant and Tools**





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

The Supplier shall provide all requisite plant, tools, lifting equipment, slings, machinery tackle, hoists, scaffolds or other tools and equipment necessary to deliver the service and shall be responsible for the transport to and from the premises.

The Supplier shall ensure that any equipment, tools, and materials used in the execution of the works shall not present a safety hazard to persons operating the equipment or to other building users. The works shall be undertaken in accordance with Annex N, Permit to Work procedure.

The appropriate health and safety equipment is to be provided by the Supplier and used at all times during the provision of services. The Supplier is responsible for the upkeep and general condition of all tools and equipment including safety equipment and the PAT testing of any electrical equipment.

#### **4.7 Unsafe Equipment**

If the Supplier is of the opinion that any of the Lifts or escalators are or is likely shortly to be in a dangerous condition, then the Supplier shall immobilise the unit temporarily and/or take such other temporary measures that are in the circumstances necessary and safe (including notifying any regulatory or other stakeholders). The Supplier shall also notify the Authority or Authority's representative by telephone immediately, then by email within two (2) hours. Full details and reasons for the action that has been either taken or is recommending being taken must be given in the first instance by telephoning the Authority or the Authority's representative.

#### **4.8 Site Visit Requirements**

On each visit, the Supplier shall observe all security health and safety or any other agreed arrangements in the Premises, including being aware of the presence of asbestos, fire regulations and emergency/fire exits.

On all properties, the Supplier shall comply with all visitor/Supplier sign in requirements to ensure there is a full and up-to-date record of all persons on site and the nature of their visit. The Supplier shall also ensure adherence to the access control processes for access into restricted areas.

When a lift is unavailable for service due to maintenance or repair, the Supplier shall affix a clearly defined notice adjacent to each landing entrance of the unit. The format of the notice shall be agreed during the mobilisation period with the Authority or the Authority's Representative. The notices shall be displayed prior to taking the Lift out of service.

Where landing safety barriers are not available at the premises, they are to be supplied by the Supplier and shall be used at all times to ensure safety to other building users. The barriers shall be of a design which locates into the landing entrance and shall be in accordance with requirements of document PM26, Safety at Landing Entrance as issued by the Health and Safety Executive or any subsequent documents that supersede it.

On completion of the works, the Supplier shall remove the notice and ensure the area is wiped clean of any marks.

The Supplier's engineers shall be equipped, at all times, with a minimum of mobile phones to ensure a prompt and responsive service. When accessing a building, the Engineer(s) shall ensure that their contact details are provided to the site Security team or site representative.

Note that on single lift sites, any work is required to be undertaken outside of normal operating hours, or at a time agreed with the Authority, to ensure the facility remains available for staff and customers.

#### **4.9 Performance Criteria - Lifts**



## DEPARTMENT FOR WORK AND PENSIONS LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

The Supplier shall obtain a copy of the original installation test certificate to establish the performance criteria applicable for each unit of equipment. Where this is **not** available, the following shall be established during the first PPM and recorded in the CAFM:

- Levelling accuracy running into each floor from both directions irrespective of car load
- Minimum standards are:
 

Hydraulic:	+/- 10mm
Single speed AC:	+/- 25mm
Two speed AC:	+/- 15mm
All other drives:	+/- 5mm
- Door static closing force in Newtons, must not exceed the maximum permitted in BSEN81
- Door Kinetic Energy in Joules, must not exceed the maximum permitted in BSEN81
- Door opening time (fully closed to fully open) in seconds
- Door closing time (fully open to fully closed) in seconds
- Door dwell time 5 seconds
- Door 'nudging' time (when obstructed) in seconds
- Acceleration, Deceleration, and jerk rates
- For firefighters' lifts, a full functionality test and evacuation system check shall be carried out and documented both on site and in the CAFM. This information shall also be provided, by the Supplier, to the Fire Service.

Where the original criteria may have been altered, at the Authority's request, both original and amended values shall be noted. These criteria shall be checked and, if necessary, adjusted at each Maintenance Visit/PPM.

For groups of Lifts, the criteria of each Lift shall be identical to the tolerances laid down above.

Throughout the Contract, the Supplier shall ensure that the Lifts perform at all times in accordance with the applicable performance criteria defined in accordance with the above.

### 4.10 Performance Criteria - Escalators

The Supplier shall obtain a copy of the original installation test certificate to establish the performance criteria applicable for each unit of equipment. Where this is **not** available, the following shall be established during the first PPM and recorded in the CAFM:

- Maximum overall clearance between skirting shall not exceed 7mm overall with a maximum of 4mm to one side only
- The clearance between steps shall not exceed 6mm
- Running clearance of steps through combs shall not exceed 4mm with a mesh depth of at least 6mm
- Gaps between balustrade panels shall not exceed 4mm
- Handrail movement to step speed shall have a tolerance of 0% to 2%





## DEPARTMENT FOR WORK AND PENSIONS LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

- Stopping distances for unloaded and downward moving loaded escalators min. 0.20m to max. 1.00m
- Force required to operate comb plate switches +0% to -5%
- Force required to operate handrail entry switches +0% to -5%

Where the original criteria may have been altered, at the Authority's request, both original and amended values shall be noted. These criteria shall be checked and, if necessary, adjusted at each Maintenance Visit/PPM.

For groups of Escalators, the criteria of each Escalator shall be identical to the tolerances laid down above.

Throughout the Contract, the Supplier shall ensure that the Escalators perform at all times in accordance with the applicable performance criteria defined in accordance with the above.

### 4.11 High Voltages in Remote Locations to Machine Room

Where a risk is identified of voltages above 55v ac or dc, then a notice should be displayed on the components affected. This will include locks, door operator equipment, car gate switches and hoist way limits. These are to be identified during the first planned PPM visit and actioned as described.

### 4.12 Management of Equipment Status

The Supplier is required to provide a proactive management service to minimise the number of Lifts out of service at any point in time. This shall include the provision of a live tracker, accessible by the Authority at all times, which provides details of the Lifts out of service, including (but not limited to):

- Site reference number
- Site name
- Lift no.
- DWP asset number/ID
- Date removed from service
- Target date for completion
- Reason for out of service status
- Number of lifts on the Premiss

The Supplier shall report on lift out of service status on a weekly basis and shall proactively implement resolutions to resolve issues and return Lifts to full operating service as promptly as practicable. This will require dedicated technical and administration resource to track, report and resolve issues.

Should a Lift be detected to be in service but without valid certification, the lift shall be immediately removed from service, and this shall be escalated to the Authority immediately (within 2 hours of identification). This shall be treated as an incident and the Supplier shall carry out a full investigation as to the cause of the process failure, issuing a report to the Authority within 5 working days.

### 4.13 Processes and Procedures



DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

During the mobilisation period, the Supplier, in liaison with the Authority, shall develop a suite of processes and procedures to address the management of passenger, goods and firefighting lifts. These procedures shall address the management of insurance inspections, PPMs, remedial tasks, faults, failures, reactive repairs and entrapments. All processes and procedures shall be agreed by the Authority at least 30 days prior to the Services Start Date.

## 5 SCOPE OF SERVICES – PLANNED WORKS

### 5.1 Cleaning of Scenic Lifts

Where Scenic lifts are installed, the Supplier shall include within the Charges a cost for attending the site, out of normal operating hours, to provide safe access for cleaners to clean the glass shaft and car. The duration and frequency of visits shall be as indicated in the schedule in the relevant SFG20 regime.

### 5.2 Escalator Maintenance

**Escalator Step Cleaning** - The Supplier shall, when required and in accordance with Contract Schedule 4, carry out cleaning of the steps of any escalator in the portfolio. This shall be carried out outside normal operating hours using an approved method/cleaning machine. Any damage caused by the cleaning process shall be the Supplier's responsibility.

**Escalator Truss Cleaning** - The Supplier is to take whatever actions are necessary to ensure that the top and bottom machine spaces and the internal trusses back to, and including, the transition curves are kept clean and free of all debris at all times. At intervals not exceeding 3 years, the Supplier shall plan remedial works to completely remove all steps and carry out a full clean-down of the truss interior. In the course of this exercise, any defective rollers, guides, spindles or bearings are to be routinely replaced. This work shall be completed outside of the normal operating hours.

**Escalator Step Refurbishment** - The Supplier is to carry out a rolling programme at intervals not exceeding 3 years (raised as remedial works) of removing the entire compliment of steps from each escalator and replacing them with steps that have been fully overhauled, steam cleaned and painted with two coats of silver paint to the Authority's satisfaction. Any yellow lines on the step edges are to be repainted at the same time. The Supplier is to provide a complete stock of spare steps and it is the Supplier's responsibility to ensure that these are fully cleaned and refurbished and held in stock to satisfy the pre-planned replacement programme. The Supplier is to include for whatever additional site labour is necessary to ensure the entire compliment of steps within one escalator can be replaced between the hours of 9.00 pm and 8.00 am.

**Escalator Handrails** - Any handrail that delaminates or splits is to be repaired or re-vulcanised within 7 working days of the condition being noted. A maximum of two vulcanised repairs will be allowed to each handrail; beyond this the handrail is to be completely replaced.

**Escalator Access Traps** - The Supplier is to provide whatever lifting equipment is necessary to raise the machine access traps in a safe and efficient manner to satisfy their own Health and Safety requirements and any statutory Manual Handling Regulations. The Supplier will be liable for any costs incurred repairing damage caused to any access traps during routine removal or replacement by their own engineers.

### 5.3 LOLER Thorough Examination of Lift Equipment





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

A 'Competent Person' nominated by the Supplier will carry out the periodic statutory inspections of the Lifts. The Competent person nominated by the Supplier shall be accredited by the United Kingdom Accreditation Service to BE EN ISO/IEC 17020:2004 and will carry out statutory inspections on each unit as required by legislation and in accordance with the PPM plan. The Supplier's nominated 'Competent Person' shall provide the LOLER Report to the Supplier which will be uploaded into the CAFM within 5 working days. The Supplier shall provide for a contingency arrangement, should their nominated 'Competent Person' be unable to deliver the required inspection in accordance with the due date.

All Lifts, when in use, shall be thoroughly examined:

- after substantial and significant changes have been made.
- at least every 6 months if the lift is used to carry People, every 12 months if it only carries loads, or in accordance with an examination scheme; and
- following 'exceptional circumstances' such as damage to, or failure of, the lift, long periods out of use or a major change in operating conditions which is likely to affect the integrity of the equipment.

On receipt of the LOLER Reports, the Supplier or Supplier's Representative will raise remedial work orders within 5 working days within the CAFM system and submit them, where required, to the Authority's Representative. The Supplier's nominated Competent Person shall be required to use consistent formats, terminology and language for the descriptions of remedial works when raising remedial work orders (i.e. the work order long description). This shall be agreed with the Authority, during the Mobilisation period.

Where the LOLER Report identifies any remedial, then the Supplier shall attend site and carry out the works in accordance with Annex E, Service Delivery Response and Rectification Times. This notification of completion of Works shall also include a schedule of repairs/adjustments carried out and signed off.

If for any reason any of the remedial works cannot be completed within the agreed period, the Supplier shall inform the Authority or Authority's Representative and advise the earliest date by which all Works will be completed so that this can be mitigated. Where a defect cannot be achieved within the agreed period, the Supplier shall ensure that the lift is isolated until such a time as the defect is resolved. If a PPM is due on a lift that is out of service, the Supplier shall schedule such a PPM to be carried out following completion of the remedial/reactive works and prior to the lift being reinstated. The Supplier shall ensure that PPMs are not carried out on lifts that are not in a condition suitable for operation.

The Supplier shall provide completion paperwork for all remedials demonstrating the works completed, in accordance with Annex L, Management of Statutory Compliance, PPMs and Work Delivery. These documents shall then be uploaded to the CAFM system to close the work order as required. All documents, reports, certificates, task sheets shall reference the DWP asset number.

If, as a result of the Statutory Inspection, an 'Immediate Defects Report Notice' is issued, the Supplier will, without delay, advise the Authority, and shall arrange for immediate action to be taken and the required remedial works to be completed under the Contract. The Supplier will ensure that all equipment is made safe and locked off and remain in a safe condition until remedial works are complete. Under these circumstances the remedial works shall be completed with the utmost expediency, irrespective of any notice period specified. All remedial works shall be completed within the time scale stated on the Notice. In any case, no works shall be allowed to remain incomplete after 30 days following receipt of a Notice.





## DEPARTMENT FOR WORK AND PENSIONS LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

On completion of any work resulting from an 'Immediate Defects Report Notice', the Supplier shall update the CAFM system with status within 24 hours of completion of all Works. This notification of completion of Works shall also include a schedule of repairs/adjustments carried out and signed off.

All subsequent correspondence should include a unique reference from the LOLER report (with revision numbers if necessary) and include the Premises reference number in the title of the correspondence along with the DWP asset number.

The schedule of repairs/adjustments must provide an accurate description of the work carried out and must include the on-site and off-site times and the name of all operatives involved in completing the works. The Service Reports/Worksheets shall also include photographic evidence of the work before and after it has been carried out. See Annex L, Management of Statutory Compliance, PPMs and Work Delivery for details.

### 5.4 SAFed LG1 Lift Inspections

'The Competent Person' shall determine the timescale and specific tests to be undertaken to fulfil the requirements of the examinations and tests as recommended and defined by SAFed document 'Guidelines on the Supplementary Tests of In-service Lifts 2006', where applicable. The Supplier shall raise these supplementary tests as remedial work orders with the text 'SAFed Supplementary Test' in the work order long description field.

The Supplier shall carry out the examinations/tests as determined by 'The Competent Person'. On completion of a successful examination, test or inspection, two signed and dated test certificates shall be issued. One copy shall be held in the site maintenance log book and the other shall be issued to the Authority through the CAFM system.

Should any items fail the examinations/tests and/or cause damage to the building fabric, the Supplier shall take immediate action to rectify the works and inform the Authority or Authority's Representative by telephone immediately, then by email within 2 hours, giving time scales for necessary repairs and reinstatement. All costs to remedy shall be borne by the Supplier.

The Supplier shall provide a cost for the following SAFed supplementary tests as defined in Section 5 Annex A of the Guidelines on the Supplementary Tests of In-service Lifts 2020, issued by the Safety Assessment Federation and endorsed by the Health & Safety Executive:

The following SAFED tests shall be included in the tendered PPM Charges:

- A1 Earth Continuity
- A2 Electric Safety Devices
- A3 Terminal Speed Reduction Systems
- A4 Landing Door Interlocks
- A7 Overspeed Governors
- A8 Governor Operated Safety Gear Test – Instantaneous Type
- A9 Governor Operated Safety Gear Test – Progressive Type
- A10 Safety Gear Operated by Other Means
- A11 Devices to Prevent Overspeed by Ascending Car
- A12 Energy Dissipation Buffers
- A13 Suspension System



**DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS**

A14	Car Overload Detection Warning Devices
A15	Hydraulic System
A17	Hydraulic Rupture/Restrictor Valves
A18	Electrical Anti-Creep Device
A20	Low Pressure Detection Devices
A21	Traction, Brake & Levelling
A22	Car/Counterweight Balance

The following tests shall be billable in accordance with Contract Schedule 4: Service Order and Projects:

A5	Lift Machine – Investigatory Test (Type A)
A6	Lift Machine – Comprehensive Test (Type B)
A16	Hydraulic Cylinder in Boreholes or Similar Location
A19	Mechanical Anti-Creep Device (Pawl or Clamp)

#### **5.5 Routine Maintenance Visits**

In addition to the thorough examination, the Supplier shall provide the routine maintenance visits required in accordance with the applicable SFG20 regime. Where SFG20 specifies activities at a frequency of OU, the Supplier shall carry out a risk assessment to determine the frequency of these activities and incorporate these into the PPM schedule accordingly. This review of OU tasks shall be carried out during mobilisation and agreed with the Authority.

#### **5.6 Firefighting / Evacuation Functionality Checks**

In addition to SAFed testing, there will be a requirement for the Supplier to carry out annual testing to the firefighting / evacuation systems on lifts of this nature. An agreed test document will be completed, and a copy left on site along with a copy provided to the Authority via the CAFM. All lifts with firefighting / evacuation functionality will be highlighted to the Authority by the Supplier during the mobilisation period.

#### **5.7 SAFed Guidelines for the Safe Operation of Escalators and Moving Walks**

There will be a requirement for the Supplier to carry out the following SAFed supplementary tests as defined in SAFed EMW Guidelines for the safe operation of escalators and moving walks. The annual supplementary tests highlighted below are included within the Equipment PPM Charges.

- 1 - Electric Safety Devices
- 2 - Earth Continuity
- 3 - Braking System (Operational Brake)
- 4 - Braking System (Auxiliary Brake)
- 5 - Treadway (Steps and Pallets)
- 6 - Comb Plate Condition
- 7 - Balustrades, decking and Skirt
- 8 - Handrails





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

- 9 - Escalator Skirt Deflector Devices
- 10 - Surrounds, Lighting and Warning/Advisor Signs
- 11 - Drive Systems
- 12 – Controller

The following tests shall be billable in accordance with Contract Schedule 4: Service Order and Projects:

- 13 - Type A: Investigatory Test (Price to Be Provided)
- 14 - Type B: Comprehensive Test (Price to Be Provided)

On completion of any successful examination/test, two signed and dated test certificates must be issued. One copy must be held in the maintenance log book on site and the other copy issued electronically to the Authority via the CAFM.

The Supplier shall submit, prior to the start of each financial year, an annual maintenance planner which shall include a schedule listing the inspection dates specifying when these supplementary tasks will be carried out. These tasks shall then be raised via a PPM work order with 'SAFed Supplementary Task' included in the long work order description.

#### **5.8 New Lifts**

The Supplier will accept any new lifts commissioned on the premises at the agreed Contract rates. If the lift has been installed by an alternative Supplier, the Supplier shall undertake a health and safety, condition and compliance assessment of the lift during which the Supplier shall collect and record relevant asset data and apply the DWP asset tag to the lift. On completion, the Supplier shall make the appropriate changes to the asset register and PPM schedule, in accordance with Annex K, Asset Management Statement of Requirements for WPS. This check will be an agreed 4 hours at the labour rates include in the Contract. The Supplier shall ensure that the DWP asset number is displayed in the lift car and on the ground floor landing.

#### **5.9 Capital Work**

The Authority reserves the right to allocate any future capital works that may arise during the agreement to the Supplier or engage other Suppliers/Contractors if required. The technical specification for any such works will be issued by the Authority or the Authority's Representative and shall be subject to commercial engagement in accordance with the agreement terms.

The programming of the works shall be arranged to minimise disruption to the Authority's business and operation of the facilities.

The Supplier shall accept new and refurbished lifts into their scope of services on completion of the Capital Works, regardless of if the lift was installed/refurbished by the Supplier or the Projects Contractor. Standard period of notice for the addition or deletion of units will be 30 days, however there may be occasions on agreement of the parties where this will be less. There will be no additional charges for the Supplier accepting new/refurbished lifts into the scope of services.

### **5.10 Support for Insurance Inspections**

The Supplier shall ensure the provision of all resources required to deliver Insurance Inspections as per the PPM programme. In particular, when inspecting vertical platform lifts and/or escalators where it will be necessary for the Supplier to remove covers as required for access. Where details are known they are given in the site-specific requirements but may be subject to variation. The costs for all required resources to deliver the PPMs shall be included in the PPM Charges.

Any assets that require additional resources to safely deliver the insurance inspections, shall be addressed by the Supplier. This shall include the coordination of resources and the planning of works.

### **5.11 Additional Technical Support**

It is recognised that the Supplier will be responsible for the maintenance of certain Lifts, which cannot be wholly maintained without the intervention of the Original Manufacturer of that Lift (the 'Original Manufacturer'). Under such circumstances, and in the event of prolonged downtime or repeated callouts, the Supplier is to seek the necessary onsite or off-site technical assistance on the agreement with the Authority or the Authority's Representative.

Without prejudice to the foregoing, if at any time the Supplier does seek assistance from the Original Manufacturer, the Supplier shall be responsible for the acts, defaults and omissions of the Original Manufacturer as if they were its own and shall not relieve the Supplier of any of its obligations under this agreement.

### **5.12 Alarms, Telephones and Communications Systems/Interfaces with Fire Detection and Alarm Systems**

At commencement of the Contract, the Supplier shall ensure the function of alarms and re-programme telephones and communications devices so that the first telephone number to be used is the Supplier's 24-hour call out lift facility and the second number is the DWP helpdesk unless otherwise agreed. The Supplier shall also test and verify that such devices operate in accordance with this protocol, the relevant standards and the manufacturer's recommendations.

Should the Supplier be unable to re-programme any of the equipment, then it shall be raised with the Authority's Representative to discuss a suitable alternative.

The Supplier shall provide a label, to a format agreed with the Authority or Authority's Representative, adjacent to all communication devices that clearly indicate the unit reference number and premises.

Where voice communication equipment is not fitted, the purchase and installation cost for this item will be provided on the Schedule of Rates and the Avire / DWP specification system will be used and programmed for monitoring.

On each PPM and in addition to the editable task sheets/PPM reports, the Supplier will confirm the following information versus that shall be recorded in a report and attached to the asset in the CAFM:

- The DWP asset number
- The make, model and serial number
- The age of the lift
- Its legal requirement for an autodialler
- That the telephone line is present and functioning
- That the autodialler is correctly functioning and dialling Security/or the Supplier.



It is the Supplier's responsibility to test the autodialler function on each PPM visit and record this on the PPM completion sheet. Should any part of the system not function as per the design, the Supplier shall attempt to affect a repair during the PPM, i.e., first time fix, in order to avoid a return visit. Should the Supplier be unable to affect a repair, the lift shall be taken out of service, or a temporary alarm system shall be installed. The Supplier shall not leave the Premises with a lift in service which has a non-functioning alarm. Should the lift require to be removed from service, the Supplier shall liaise with the SRO and install appropriate signage.

During the mobilisation period, the Supplier is required, in liaison with the Authority, to develop agreed, defined and written processes that articulate the steps to be taken to address faults, failures and entrapments.

### **5.13 Audits and Inspections**

The Supplier is required to undertake regular inspections and auditing of all lifts and escalators for quality of maintenance, safety standards and adherence to this Contract specification. During such visits, the designated Manager shall sign the Lift logbook in the machine room to indicate that the visit has taken place.

The Supplier's designated Manager shall also provide reports of all visits undertaken during the previous month so that progress can be reviewed during routine Supplier performance reviews.

On an annual basis and during the third quarter of each contract year, the Supplier shall submit an audit report for each building to the Authority covering the following on a per Lift basis:

- a) Health and Safety, LOLER and PUWER improvements required to meet current legislation and standards.
- b) Risk Assessment of each installation (EN13015).
- c) Details of any outstanding repairs not yet completed and a programme detailing the completion date.
- d) Details of the door retaining system – see following paragraph.
- e) Suggested improvements to provide improved reliability and/or performance.
- f) Details of SAFed inspections completed and dates for next due.
- g) Annual maintenance report – details of all entrapments (quantity, cause and remedy), details of failures in the previous 12 months (quantity, work order number, description of fault, works completed, duration of works, cost of works) and maintenance activities (PPMs, SAFed inspections/tests, audits etc.).

On an annual basis (12 monthly), the Supplier shall inspect the door retaining system in full compliance with the Health & Safety Executive Operational Circular OC 232/29 requirements. A check shall be made to ascertain the amount of wear, damage to channels, grooves or door guide shoes that might affect safe door operation. A written report shall be provided stating the condition of the door guide shoes and fixings, whether the amount of deflection is considered to be acceptable and whether the door operation is being adversely affected by debris, damage or wear to the door guide shoes or the security of their fixings. This report shall be submitted to the Authority or Authority's Representative.

At commencement of the Contract (i.e. on the Starting Date) and thereafter on an annual basis, the Supplier shall provide and maintain in each machine room, machinery area or at an agreed location with the Authority: -





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

- I. A 12-month annual planner detailing each proposed maintenance visit and type of visit, plus any major repairs of 8 hours or more duration.
- II. A site log card clearly identifying each event and its relevant report. This book shall identify each unit with the DWP asset number.
- III. The approved annual planned maintenance and major repair schedule as applicable to each unit.
- IV. Copies of all site visit reports separated into Maintenance visits, call outs and repair reports. At each maintenance visit a checklist of the servicing work completed shall be issued and signed off by the Supplier's Engineer.
- V. Copies of valid SAFed, and any other current Certificates.

Note that this is in addition to the electronic records of the same, all of which shall be uploaded into the CAFM by the Supplier.

The Supplier shall maintain a live tracker of all Lifts that are out of service, via the CAFM, for any reason, recording the DWP asset number, site, lift number, date removed from service, cause of out of commission status and planned date to return to service. This live tracker shall be updated by the Supplier on a daily basis and shall be made available to the Authority at all times. On a monthly basis, the Supplier shall submit in the form of a report, details of the breakdown performance standards. This report shall include lift out of service status, mean time out of service, missed return to service dates and details of repeat failures.

## 6 BREAKDOWN MAINTENANCE

### 6.1 Breakdown Performance

For the purpose of this section, 'Breakdown' in respect of any Lift shall mean any failure resulting in any loss of use of the Lift by the Authority or the Landlord, unless misuse, abuse or regular planned maintenance causes this.

The Supplier shall maintain each installation as to limit the number of breakdowns due to failure of any type to a maximum of 5 (five) per Lift per annum. Breakdowns will, for the purpose of this clause only, exclude calls where lift car lighting has failed or where the breakdown relates to misuse.

In addition, where a lift breakdown occurs and the lift cannot be repaired on the initial, the Supplier is required to determine the works to return the lift to service within 24 hours of the initial breakdown. Once commercially approved (if required by the Authority's processes), the attendance on site will be within 5 working days inclusive of a technicians visit. Where parts are required, attendance will be within 14 days of approval date (if required by the Authority's processes) unless otherwise agreed by the Authority. Where these timescales are not achieved, the Supplier shall identify this to the Authority.

The Supplier shall implement a regime of audits and reporting to assess the Supplier's first-time fix performance.

### 6.2 Fault Finding

The Supplier shall ensure their best endeavours to identify any ongoing, intermittent or latent faults in the Lifts. Multiple log card entries or service visit records showing 'lost fault while testing'; 'working on arrival'; 'out of order' or similar descriptions of failure conditions shall not be acceptable and shall require the attendance of an adjuster, tester or similarly qualified technician grade personnel to determine the root cause of the problem. Wherever a repeat fault or a repeated no fault found is evident, the Supplier shall allocate a technician to the site to investigate further and resolve the issue(s). This requirement to resolve repeat faults is included in the Inclusive Repair Threshold as reactive works.

### 6.3 Emergency Callout Requirements

The following services level will apply to this service and are as defined in Annex E, Service Delivery Response and Rectification Times. The times will be measured from the time of receipt of the first call (either to the 24-hour emergency lift facility or the Helpdesk dependent upon the nature of the call) to the time of arrival of the Supplier's engineer on site:

Nature of call	Timeframe	Response Time
Entrapment/Emergency call	Normal Operating Hours	1 hour
Entrapment/Emergency call	Out of Normal Operating Hours	1 hour
Business Critical call (Emergency)	24 hours per day, 7 days per week	2 hours
Standard call (Urgent)	Normal Operating Hours	4 hours





DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

Standard call	Out of Normal Operating Hours	4 hours
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The specified response times are to be achieved 365 days per year (i.e., 7 days per week).

The response times shown in the table above apply to all Lifts/Escalators across the Premises. Should the Supplier determine that any of the Authority's specific locations be problematic in achieving these response times, the Supplier shall identify this to the Authority during the mobilisation period in order to assess those sites and determine mitigations/amended response times.

The Supplier will be notified by the Helpdesk of any requests for emergency call outs. Should the Supplier receive a direct callout via the in-car communication system, then the Supplier shall ensure a work order is also logged via the Helpdesk.

On receipt of a call, the Supplier shall confirm to the caller the estimated time of arrival of the Engineer. Where there may be a delay in the arrival time, the Supplier shall maintain communications with the Premises Representative and re-allocate the call to another Engineer if this is more expedient.

On completion of the work, the Supplier will ensure that the records contained within the CAFM are updated within no more than twenty-four (24) hours.

On a monthly basis, the Supplier shall provide a detailed report (format and content to be agreed) identifying such issues as response times, breakdown/failure rate analysis of each unit of equipment including an exception and repeat call report.

In the event of an Entrapment in which the Supplier fails to achieve the specified response time, the Authority may employ any other means to carry out release procedures. Any expense incurred by the Authority in achieving this release will be reimbursed in full by the Supplier without deduction or set off.

'Other means' shall include but not be limited to:

- Emergency services.
- Other Authority Suppliers.

Should 'other means' be utilised by the Authority to release Entrapped passengers, the Supplier shall still retain responsibility for the reinstatement of the equipment to a full and reliable service.

All calls to the Supplier's emergency service are to be responded to promptly and an Engineer is to be on site within the response times specified in the table above. If a call out is received by the Supplier beyond the times specified and no Entrapment or other dangerous condition is involved; at the discretion of the Authority, the reinstatement shall be left until work recommences the next working day, at which time it must be promptly attended to.

All breakdown calls except emergency calls are expected to be attended within normal working hours although calls may extend out with normal working hours or may be requested out of hours in special circumstances.

Where the Supplier is requested to attend site outside the normal operating hours, the Supplier shall attend site and carry out all repairs necessary to reinstate the lift to site working order.

Where remedial repairs which are likely to take longer than one operating day (12 hours) are planned, approval must first be sought from the Authority's Representative before the repair work is commenced, or the lift taken out of service. Planning of such activities shall take place in advance to avoid the Supplier failing to achieve the remedial works target completion date.



DEPARTMENT FOR WORK AND PENSIONS  
LIFTS AND ESCALATORS – STATEMENT OF REQUIREMENTS

Where reactive repairs resulting from failure of equipment arise and it becomes clear that they will take longer than 12 hours to complete, the Authority's Representative is to be informed immediately and a forecast provided of the downtime which is anticipated.

In no event shall any repair take in excess of 12 hours where the Authority's Representative has not previously approved such a time scale.

Where the Supplier confirms the 'down time' involved for any repair, which is agreed by the Authority's representative, this period must be adhered to.

#### **6.4 Motor or Generator Rewinds/Replacements**

It is recognised that due to failure of this nature, prolonged downtime may occur. In order to expedite these repairs and return the lift to full working order, motor or generator rewinds/ replacement, rebuilding of armatures and gearbox repairs are to be carried out using the Supplier's chosen specialist supplier's 24-hour emergency facility.

#### **6.5 Lift Car and Lift Shaft Lighting**

Where lamps are fitted within the car interior, car interior (feature lighting), signal and operating fixtures, these are to be replaced within 24 hours of notification. The Supplier is to replace any maintenance lighting within the machine rooms and lift shaft (unless otherwise agreed). Any light fittings are to satisfy the Authority's technical requirements. Lamp and light fitting replacements are reactive works and hence are included in the Inclusive Repair Threshold.

#### **6.6 Escalator Lighting**

Where lamps are fitted to or in the escalator, such as handrail, skirting, under steps or cladding, these shall be replaced within 48 hours of notification. Any lens found to be discoloured or distorted shall also be replaced at the same time as the lighting.





DEPARTMENT FOR WORK AND PENSIONS

CONTRACT SCHEDULE 2 - SCOPE

ANNEX P - MANAGEMENT OF CDM FOR FACILITIES MANAGEMENT

COMMERCIAL IN CONFIDENCE

20<sup>th</sup> July 2023

CONTENTS

1 VERSION CONTROL..... 2

2 INTRODUCTION AND CONTEXT ..... 2

3 DEFINITIONS AND ABBREVIATIONS..... 2

4 ROLES AND RESPONSIBILITIES..... 3

5 PROCEDURE FOR THE MANAGEMENT OF CDM..... 5

5.1 CDM Roles for Routine Facilities Management Activities..... 5

5.2 Facilities Management Activities ..... 5

5.3 Appointing CDM Roles ..... 6

5.4 Managing Appointments ..... 6

5.5 Provision of Pre-Construction Information and Construction Phase Plan..... 7

5.6 Supervision, Instruction, and Information..... 7

5.7 Cooperating, Communicating and Coordinating ..... 8

5.8 Consulting and Engaging with Workers ..... 8

6 LEGISLATION..... 8

## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	04-11-22	Redacted	All	Initial Draft	N/A
V1.1	27-03-23		All	Updated following comments	N/A
V1.2	20-07-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

The Construction Design and Management Regulations (CDM 2015) are the primary set of regulations related to the management of health, safety, and welfare in construction. CDM 2015 came into effect on 6<sup>th</sup> April 2015 with the intent to reduce accidents and incidents during construction work through good design, planning and co-operation from initial concept through to completion. CDM applies to all construction work including construction, alteration, conversion, fitting out, commissioning, repair, upkeep, redecoration, and other maintenance. It also includes work on electrical and mechanical services.

The impact on FM activities relates to the need for a construction phase plan to be completed prior to any construction work being undertaken even for small jobs. Clients who instruct work must also provide pre-construction information, or hazard information which will enable the Contractor to carry out work safely.

This procedure provides the Authority and Authority's Suppliers with the process and guidance necessary for the implementation of the Construction Design and Management Regulations. This document includes details of the Authority's responsibilities as the client and the responsibilities of the Principal Designer and Principal Contractor.

## 3 DEFINITIONS AND ABBREVIATIONS

ACOP	Approved Code of Practice
CAFM	Computer Aided Facilities Management
CDM	Construction Design and Management Regulations 2015
Construction	Construction, alteration, conversion, fitting out, commissioning, repair, upkeep, redecoration, maintenance on electrical and mechanical systems, decommissioning and demolition.
Construction Phase Plan (CPP)	Under regulation 12 and 15 of CDM 2015, the CPP is required for each project. The detail and complexity of this document will be dependent upon the work being undertaken. For the bulk of routine FM activities, this should be a relatively simple set of instructions.
Construction Site	The location/place of the work being undertaken.



Construction Phase	This means the period of time commencing when the work starts and ending when the work is physically complete.
Contractor	Any organisation engaged to carry out the works. For Facilities Management activities, this is the FM Supplier.
Design	Includes the development of any drawings, sketches, design details, calculations, specifications, product selection, bills of quantities etc.
Designer	Any organisation engaged to prepare or modify designs or instructs others to do the same.
Health and Safety File	The file compiled and appropriate to the project, containing relevant health and safety information to be considered during the undertaking of the works.
Notifiable Works	<p>A project is notifiable to the HSE if the construction work on the site is scheduled to last longer than 30 working days and have more than 20 workers working simultaneously at any point, or the project exceeds 500 person days.</p> <p>Where a project is notifiable, the Client must give notice in writing to the HSE as soon as practicable before the construction commences.</p>
FM Supplier	The Supplier delivering routine FM services, reactive works, PPMs, remedial works and some lifecycle works/asset replacements.

#### 4 ROLES AND RESPONSIBILITIES

There are a number of specific roles in the Construction (Design and Management) Regulations, defined as below:

##### **CDM Client**

This is anyone for whom the works/construction project is being carried out. In this case, this is the Authority (DWP Estates) and roles and responsibilities are as below which shall be proportionate to the scale, complexity and risks associated with the construction/works:

- Ensuring that all CDM roles are identified and appointed.
- Making suitable arrangements to ensure that construction work is carried out safely.
- Ensuring there is sufficient time and resources to carry out the works.
- Ensuring that pre-construction information is provided to the right people at the right time to aid design and execution of the works.
- Ensuring that the Principal Designer and Principal Contractor fulfil their roles.
- Notify the HSE where applicable.
- Ensure adequate welfare facilities.

##### **Principal Designer**

The Principal Designer (PD) is the organisation or individual who prepares or modifies design for construction projects, or arranges for, or instructs others to do this.

The PD manages the health and safety of projects or planned works in the pre-construction phase of the project. During the construction phase, the PD role has responsibilities to liaise

with the Principal Contractor, providing ongoing design work and collation of documentation for the health and safety file.

The PD shall have sufficient knowledge, experience, and ability to carry out the role. The PD shall carry out the following activities during the pre-construction phase:

- Helping and advising the Client about bringing together preconstruction information.
- During the pre-construction phase, ensuring coordination and cooperation amongst the project team,
- Work with any designers on the project, where applicable, to eliminate foreseeable health and safety risks and where that is not possible, take steps to reduce or control those risks.
- Ensuring CDM designers comply with their duties.
- Liaising with the Principal Contractors about design matters.
- Preparing the health and safety file for subsequent projects.

The designer's main duty is to eliminate, reduce or control foreseeable risks that may arise during construction work, or in the use and maintenance of the building once built. All assets and systems that require regular maintenance should be designed to be safely accessible for maintenance and inspection).

### ***Principal Contractor***

The Principal Contractor (PC) is the organisation or individual in control of the construction phase. They have the duty to plan, manage and monitor the construction phase of the projects or works. In particular, the PC coordinates matters relating to health and safety during the activities. The PC role involves:

- Taking reasonably practicable steps to ensure works are carried out without risk to health and safety.
- Taking into account the general principles of prevention when planning the works.
- Ensuring everyone working on the project/task receives appropriate health and safety information to keep them safe (e.g., provision of information, site induction, site rules etc.)
- Taking any necessary steps to prevent unauthorised access to areas where work is being carried out.
- Providing suitable welfare arrangements.
- Ensuring general requirements for the works are in place and managed, e.g., site traffic routes, fire prevention, emergency procedures etc.
- Managing the activities safely.
- Managing all work-related risks.
- Developing and maintaining a construction phase plan.

### ***Contractor(s)***

Contractor(s) are those who do the actual construction/works. This is either an individual or company who plan, manage, and monitor the works under their control so that it is carried out without risks to health and safety.





### **Workers**

Anyone engaged to physically carry out the construction/works. Workers do not have a formal duty holder role in CDM but must be:

- Competent to carry out the task their employer has instructed them to do.
  - Consulted about matters related to their health, safety and welfare.
  - Take care of themselves and others during the course of the works.
  - Report any issues or any potential risks that could endanger themselves or others.
- Co-operate with their employer, follow the rules, and ensure that they read any relevant risk assessments.

## **5 PROCEDURE FOR THE MANAGEMENT OF CDM**

### **5.1 CDM Roles for Routine Facilities Management Activities**

For routine facilities management activities, such as reactive works, remedial works, the delivery of planned maintenance activities (e.g., PPMs), and FM led projects, the CDM roles are to be appointed as follows:

CDM Client – the Authority (DWP Estates)

Principal Designer – the FM Supplier

Principal Contractor – the FM Supplier

Contractor – the FM Supplier and/or their sub-contractor(s)

For routine activities, such as the delivery of reactive works, remedial works, and the delivery of PPMs, the FM Supplier is the controlling authority and can influence every aspect of the task from identification, through to scoping, planning, preparation, execution and close out. Hence in these circumstances, the FM Supplier shall be appointed as the Principal Designer and Principal Contractor.

For any lifecycle repairs/asset replacements carried out by the FM Supplier, the FM Supplier shall again act as Principal Designer and Principal Contractor.

For lifecycle works and major projects delivered by Projects Contractors, the CDM roles shall be nominated by the DWP Estates Project team in accordance with the Projects procedures.

Consequently, for delivery of hard and soft FM services, as defined in section 5.1, including technical security works, the Authority (DWP Estates function) appoint the FM Supplier as the Principal Designer and Principal Contractor.

### **5.2 Facilities Management Activities**

Since the latest update of CDM in 2015, the regulations now include maintenance activities and the Authority (DWP Estates function) shall allow the nominated CDM appointed roles sufficient time to plan and manage work safely. The FM Supplier needs to ensure that their duties under CDM are full and properly discharged for all maintenance activities.

For low-risk activities (determined by the FM Supplier in liaison with the Authority), CDM requirements shall be addressed, as below (as a minimum):



- Contract Management Quality Plan for the contract – overall plan of how the FM Supplier delivers the requirements of the contract with specific regard to managing health, safety, quality, and the environment.
- Health and Safety Plan for the site (detailing site-specific hazards) as pre-construction information.
- The FM Supplier shall ensure a suitable and sufficient level of pre-planning and coordination for the task including the check and confirmation that the organisation/individual(s) carrying out the task is competent to do so.
- Risk assessment process and **generic activity risk assessment and method statement**.

Typical low risk activities would include any activities of a non-intrusive nature, visual inspection at grade, carpet tile replacement, tap descaling, thermal imaging etc.

For high-risk activities (determined by the FM Supplier in liaison with the Authority), CDM requirements shall be addressed as below (as a minimum):

- Contract Management Quality Plan for the contract – overall plan of how the FM Supplier delivers the requirements of the contract with specific regard to managing health, safety, quality, and the environment.
- Health and Safety Plan for the site (detailing site-specific hazards) as pre-construction information.
- The FM Supplier shall ensure a suitable and sufficient level of pre-planning and coordination for the task including the check and confirmation that the organisation/individual(s) carrying out the task is competent to do so.
- Risk assessment process and **task specific risk assessment and method statement**.

Typical high-risk activities would include working at height (e.g., roof inspection), use of access means (ladders/scaffolding), equipment isolation/decommissioning/commissioning, entry into confined spaces, use of substances hazardous to health etc.

### 5.3 Appointing CDM Roles

The FM Supplier shall acknowledge receipt of the appointments in acceptance of fulfilling the duties as defined within the CDM Regulations 2015 as Principal Designer and Principal Contractor, in writing to the Authority during the mobilisation period.

### 5.4 Managing Appointments

The Authority, in appointing duty-holder roles as part of CDM 2015, must take reasonable steps to ensure that the appointed designers or contractors have the skills, knowledge and experience to carry out the work in a way that protects the health and safety of employees, contractors and visitors to the properties. Therefore, the Authority will carry out the necessary checks on the FM Supplier's skills, knowledge, experience, and organisational capability during the Contractor selection process.

It is the responsibility of the Principal Designer and Principal Contractor to ensure that any sub-contractors or specialists appointed by themselves to work on the works shall also be



appropriately skilled, knowledgeable, and experienced and shall routinely audit this requirement and demonstrate such compliance (or otherwise) to the Authority. The Authority shall routinely audit competency of the Principal Designer, Principal Contractor and any subcontractors/specialists appointed by the FM Supplier at all levels in the Supply Chain and shall, accordingly, be provided with unhindered access to all relevant data, information and documents.

### **5.5 Provision of Pre-Construction Information and Construction Phase Plan**

The Authority is responsible for ensuring the provision of Pre-Construction Information (PCI) to the FM Supplier on commencement of the Contract for all routine facilities management tasks. This information will be provided by the incumbent FM Supplier in the form of site specific risk assessments which will detail site specific hazards.

The incoming FM Supplier, as the PD and PC, will take the Pre-Construction Information and initially assess, during the Mobilisation period, the adequacy of this information to determine if there are any significant gaps. The FM Supplier will then take reasonable and appropriate steps to fill any gaps identified and share this information, as it evolves, with the Authority. The FM Supplier will then use this to develop the Construction Phase Plan (CPP) for the duration of the contract, amending as necessary as the site hazards change, but including as a minimum:

- Health and safety arrangements for the management of routine facilities management activities (for example, asset replacement, reactive works, PPM delivery and remedials).
- The control of any site-specific hazards and risks.
- Details of the process for management of Asbestos Containing Materials (ACM) on site and the communication of the contents of the asbestos register.
- Any site rules, access controls and restrictions.
- Arrangements to ensure cooperation between relevant parties involved in the planning, scheduling, and management of the site works.
- Site inductions/welfare facilities for the FM Supplier's employees and third-party contractors.
- Fire and emergency procedures.

This Construction Phase Plan shall be formally reviewed, updated, and revised by the FM Supplier, at least annually or after any applicable changes to the hazards on site or any related process.

### **5.6 Supervision, Instruction, and Information**

The level of supervision, instruction and information required to carry out the works will be dependent upon the complexity of the work and associated risk. Contractors must ensure that the supervision is suitable and sufficient and that site inductions, along with other health and safety information (such as the process to follow in the event of imminent danger and/or an incident/accident) is provided to the individuals carrying out the works.

### **5.7 Cooperating, Communicating and Coordinating**

The duty holders must cooperate with each other and coordinate work to ensure that the work is properly planned and to ensure the health and safety of employees, contractors, and visitors. This includes the communication of any risks associated with the task(s) and the control measures required to mitigate such risks.

Not only do the duty holders need to cooperate and communicate between themselves but they also need to maintain open and routine communications between themselves and the client and the relevant site representatives to ensure the work is properly planned and managed and site activities coordinated. This includes maintaining adequate segregation between activities and Authority occupied areas in order to ensure the safety, health and welfare of all site occupiers.

### **5.8 Consulting and Engaging with Workers**

Consultation about matters related to health and safety management should be a two-way process that involves both providing information to workers and listening to them to take into consideration their expertise and opinions before the work commences. The intent of this process is to ensure that the task, associated risks, and control measures are identified and discussed and that any concerns are heard and addressed prior to the work commencing. The FM Supplier is responsible for ensuring consultation and engagement with both their own employees and with that all relevant third-party suppliers undertake such consultation with their employees.

In addition to the requirements of CDM Regulations, employers are required to consult their workforce about health and safety to comply with other relevant legislation, see section 6.

## **6 LEGISLATION**

This process has been developed to comply with the following legislation:

- Construction (Design and Management) Regulations, 2015.
- Safety Representatives and Safety Committees Regulations 1977;
- Health and Safety (Consultation with Employees) Regulations 1996;
- Building Safety Act 2022;
- Building Regulations 2010; and
- Building Regulations etc. (Amendment) (England) Regulations 2023, SI 2023/911





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**DEPARTMENT FOR WORK AND PENSIONS**  
CONTRACT SCHEDULE 2 - SCOPE  
**ANNEX Q - RISK ASSESSMENT FOR FM ACTIVITIES**

**COMMERCIAL IN CONFIDENCE**

10<sup>th</sup> July 2023



## CONTENTS

<b>1</b>	<b>VERSION CONTROL .....</b>	<b>2</b>
<b>2</b>	<b>INTRODUCTION AND CONTEXT .....</b>	<b>2</b>
<b>3</b>	<b>DEFINITIONS AND ABBREVIATIONS .....</b>	<b>2</b>
<b>4</b>	<b>REQUIREMENTS FOR THE ASCM RISK ASSESSMENT PROCEDURE .....</b>	<b>3</b>
4.1	ASCM Requirements .....	3
4.2	Procedure .....	3
4.3	Key Responsibilities .....	3
4.4	Risk Assessment Steps .....	4
4.5	Process Steps Defined .....	4
4.5.1	Activity .....	4
4.5.2	Hazard Identification .....	4
4.5.3	Personnel Affected .....	5
4.5.4	Existing Control Measures .....	5
4.5.5	Evaluation of the Risk .....	5
4.5.6	Additional Control Measures .....	5
4.5.7	Residual Risks .....	6
4.5.8	Record the Output .....	6
4.5.9	Review and Revision .....	7
4.5.10	Assessment under Other Regulations .....	7
4.6	Dynamic Risk Assessment for Low-Risk Tasks .....	7
4.7	Training and Competency .....	7
4.8	Management of Sub-Contractor Activities .....	8
<b>5</b>	<b>LEGISLATION .....</b>	<b>8</b>
	<b>APPENDIX 1 – PRINCIPLES OF PREVENTION .....</b>	<b>9</b>
	<b>APPENDIX 2 – RISK EVALUATION MATRIX .....</b>	<b>10</b>



## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	10-11-22	Redacted	All	Initial Draft	N/A
V1.1	17-03-23		All	Amended	N/A
V1.2	10-07-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

This document has been developed to provide the Authority's Supply Chain Members (ASCM) and DWP employees with guidance on the structure and minimum standards related to the assessment of risk and selection of control measures for facilities management type activities on the Authority's Premises. This document provides guidance on when a risk assessment is necessary and the process to be followed, ensuring compliance with the necessary legislation.

## 3 DEFINITIONS AND ABBREVIATIONS

ACOP	Approved Code of Practice
ALARP	As Low As Reasonably Practicable
ASCM	Authority Supply Chain Member – Authority Facilities Management (Hard and Soft), Security or Projects Contractor
Competent Person	A person who has sufficient training, skills and experience and is aware of their own limitations
Hazard	Something with the potential to cause harm
Harm	Includes injury to persons, damage to the environment, financial loss and reputational damage
High risk task	An activity that is undertaken where, if a failure were to occur, the outcome (severity) could result in a significant event
Likelihood	The probability or chance of the harm occurring
Risk	A combination of the severity of harm and the likelihood that the harm will occur
Risk assessment	A process of identifying and estimating the magnitude of risk to that who may be affected and deciding whether the risk is tolerable
Residual risk	A re-evaluation of the risks to confirm that both existing and additional controls result in an acceptable/tolerable level of risk
Severity	The expected or amount of harm or adverse effect that may occur due to exposure to the risk
Tolerable	Risk that is bearable in a specific context based on the current values of society.





## 4 REQUIREMENTS FOR THE ASCM RISK ASSESSMENT PROCEDURE

### 4.1 ASCM Requirements

Every employer has an obligation required by law to protect their employees, and others, from harm, under the Management of Health and Safety at Work Regulations 1999. The minimum requirement is to:

- Identify what could cause injury or illness in your business (hazards)
- Decide how likely it is that someone could be harmed and how seriously (the risk)
- Take action to eliminate the hazard, or if this is not possible, control the risk

The purpose of this Risk Assessment procedure is to specify for the ASCM the minimum standards that the Authority require the ASCM's risk assessment procedure to follow.

During the Mobilisation period, the ASCM shall determine, document and issue, in accordance with this procedure and their own Integrated Management System, the detailed procedure of how the risk assessment process will be carried out on the Authority's Premises. The ASCM's procedure shall address both detailed risk assessments/method statements and generic/dynamic risk assessments for low risk, routine activities. This shall be submitted for review and approval by DWP Estates Health and Safety function. This procedure shall address the specific needs of the Authority's Premises, and the activities carried out by both the ASCM's own employees, but also third-party contractors engaged by the ASCM. Note that this procedure covers the requirements for routine facilities management activities, i.e., delivery of reactive works, remedial works, PPMs, and minor projects delivered by the ASCM, i.e., this procedure is not intended to cover lifecycle works or major projects, which are addressed via different processes.

The ASCM's Risk Assessment procedure shall comply with the legislation and codes of practice defined in section 5.

### 4.2 Procedure

Each risk assessment shall be carried out in accordance with the steps defined in section 4.5. Once a risk assessment has been developed, it shall be communicated to all concerned parties (as identified on the risk assessment) and the competent person managing the activity shall ensure that all control measures are fully understood by them and implemented prior to the work being carried out.

The ASCM is required to specify in their risk assessment procedure, the manner in which completed risk assessments are communicated, updated, and stored.

### 4.3 Key Responsibilities

#### ***Head of Policy and Construction Compliance***

Accountable for stewardship of this procedure ensuring that all ASCM define their Risk Assessment procedures in accordance with this document, review/update and seek and obtain Head of Policy and Construction Compliance approval prior to implementation.



**Authority Supply Chain Member (ASCM)**

Responsible for the development of a Risk Assessment procedure in accordance with this document, the relevant legislation, and codes of practice. Implementation of the approved Risk Assessment procedure across the Authority's Premises, ensuring effective and consistent delivery, governance, control, and audit. Ensures that all persons involved in the Risk Assessment procedure are trained and competent to perform the tasks assigned to them, understand their role, and implement the necessary control measures. Carries out a programme of routine audits and inspections to assess compliance and the quality of the risk assessments and ensures a regular review (at least annually) of the Risk Assessment procedure to ensure any lessons learnt are incorporated.

**4.4 Risk Assessment Steps**

There are several defined steps that must be completed as part of the risk assessment process and therefore included in the ASCM's procedure for risk assessment:

1. Identify hazards
2. Assess the risks
3. Control the risks
4. Record your findings
5. Review the controls

**4.5 Process Steps Defined****4.5.1 Activity**

Identify the activity or process that needs to be assessed, ensuring the parameters are clearly defined. All aspects of work activities or processes require to be assessed, including routine and non-routine activities.

**4.5.2 Hazard Identification**

Hazard identification shall be carried out using the following methodology:

- Visit the intended site of the work to be carried out, where applicable for high risk tasks (typically those requiring a Permit to Work).
- Reference any applicable site procedures, regulations, standards, or guidance.
- Observe the environment and equipment in use nearby.
- Engage with personnel on site (ASCM and Authority) to understand the issues associated with carrying out the activities.
- Review Manufacturer's instructions, equipment data sheets and COSHH assessments, where applicable.
- Identify known hazards associated with the activity or process.
- Review previous incidents/applicable lessons learnt.
- Consider human error.

While all hazards are to be identified, only significant hazards, capable of causing harm or damage to assets or the environment are to be recorded and mitigated on the risk assessment form.



#### 4.5.3 Personnel Affected

For each hazard identified, the groups or classification of personnel who could potentially be affected by each hazard are required to be identified. These groups will include, not only those directly involved with the relevant process or equipment but will also include persons who are not directly involved, but who from time to time may come into contact with them or be affected by their function or output.

Note that it is also critical that damage to the environment is considered and appropriately assessed during this process.

#### 4.5.4 Existing Control Measures

Control measures for each hazard that are already in place are required to be identified in order to evaluate the risks arising from the hazards. Typical control measures include but are not limited to the following:

- Safe design
- Preventing access to the hazard or danger area by guarding, barriers, locking etc.
- Permit to work
- Written instructions, method statements, etc.
- Personal Protective Equipment (as a last resort)
- Providing safe access / egress
- Information, instruction, and supervision.
- Training, qualifications, and competency management

#### 4.5.5 Evaluation of the Risk

In determining whether the risks are adequately controlled with existing control measures in place, an evaluation of the probability and consequence of the risks shall be undertaken, using the matrix defined in Appendix 2. The intent of the risk assessment is to reduce the risk to ALARP (as low as reasonably practicable).

Due to the diversity of hazards related to a multitude of disciplines, e.g., manual handling, COSHH, fire, PPE, etc., an independent risk assessment must be made for each activity and the dependant services related to each discipline. For example, an activity involving the painting of a structure could require the consideration of risk due to access, manual handling, COSHH, PPE, fire etc. The risk assessment of the main activity and its dependant services would identify the most significant hazard and all other hazards relative to the carrying out of the main activity. Each hazard would require individual assessment to remove or reduce the risk to a tolerable level.

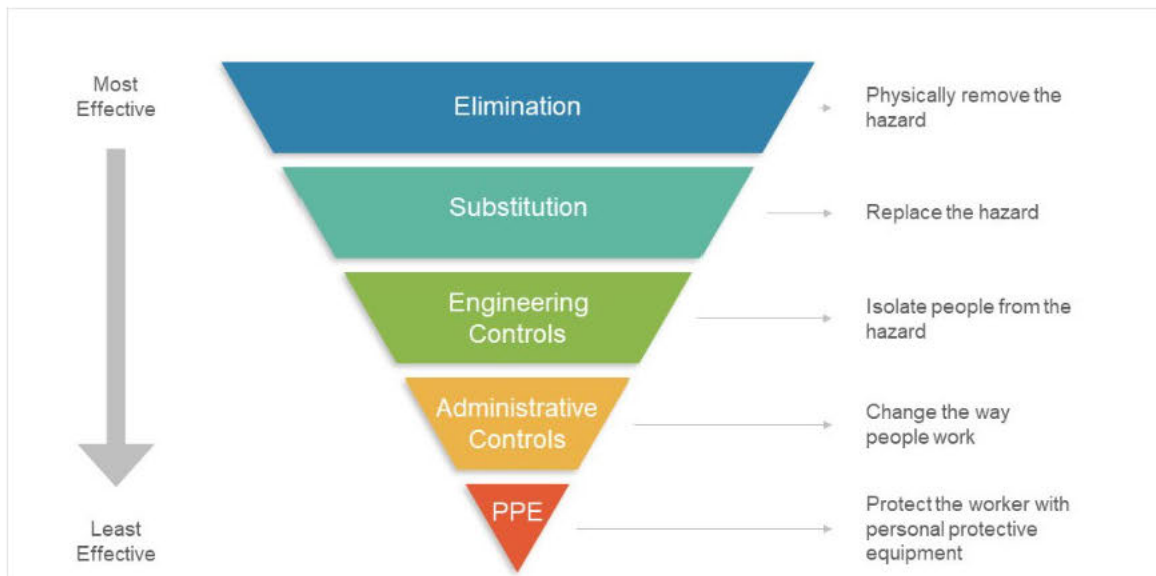
However, the inter-relationships between all identified hazards would require additional consideration involving an overview of the effect of the combined total of risks.

In conjunction with the above noted risk evaluation criteria, control measures must meet, as a minimum, with all other statutory provisions relating to the activity/process. This shall include the principles of prevention to be applied, where it is reasonable to do so (see Appendix 1).

#### 4.5.6 Additional Control Measures

Where the evaluation carried out identifies that existing measures are not adequate, additional measures that reduce the risks sufficiently are required to be identified. The hierarchy of risk controls, as below, shall be used to prioritise mitigations.





Should any residual significant hazard remain following the implementation of all reasonable and practical control measures identified by the risk assessment, then the hazard must be re-assessed to verify that all suitable and adequate measures have, in fact, been taken and there are no other opportunities to further reduce either the risk consequence or probability. Note that PPE should be considered a last resort. Control Measures should be prescriptive and give clear unambiguous requirements.

In any case, any residual risk must not impose a threat to health and safety should the work be carried out using all known and perceived precautions.

#### 4.5.7 Residual Risks

To confirm that the additional control measures identified are adequate to reduce the risk to a tolerable level, the residual risk level should be re-evaluated using the risk matrix. Again, to establish a consistent approach, criteria for this evaluation has been detailed and is outlined in Appendix 2 of this procedure.

At this stage confirmation that the activity not only results in tolerable residual risk but meets, as a minimum, with all other statutory provisions relating to the activity/process.

Where the residual risk does not meet a tolerable level, the risk assessment shall clearly state when the works should not continue. For example, icy conditions may mean that roof works shall not proceed.

#### 4.5.8 Record the Output

The ASCM shall record the output from the risk assessment on their approved risk assessment form. Where practicable, the ASCM should use a digital method of recording and communicating risk assessments to those carrying out the tasks. Where this is not possible, the ASCM must ensure that those carrying out the tasks defined in the risk assessment have read and understood the hard copy.

All operatives performing the tasks must read and sign the permit/risk assessment to confirm their understanding of the risks and mitigations, The signed risk assessment



must be readily available on site throughout the duration of the works and must be available to the Authority for audit and assurance purposes.

#### **4.5.9 Review and Revision**

Risk assessments are not a one-off activity, and they are required to be reviewed and revised when they are no longer valid and at least annually if continually used.

Risk assessments may become invalid for many reasons, some of which are noted below. In these circumstances, the risk assessment must be withdrawn from use and updated or superseded.

- If the scope of work or proposed method of carrying out the work changes.
- If the monitoring undertaken reveals any non-compliances.
- As a result of health surveillance.
- Adverse events such as an accident, ill health, or dangerous occurrence.
- Further technological knowledge / information.
- Change in the people carrying out the work.
- Change in legislation.
- Change in environmental conditions e.g. bad weather.
- Change in situational risk, e.g. other works nearby etc.

#### **4.5.10 Assessment under Other Regulations**

Where other regulations contain requirements for risk assessment specific to the hazards and risks, they cover, the risk assessment must identify this and a cross-reference any other specific assessments, such as manual handling or COSHH, etc.

### **4.6 Dynamic Risk Assessment for Low-Risk Tasks**

For all routine, low risk tasks, the ASCM is required to put in place a process to enable site staff/sub-contractors to effectively use generic risk assessment which are complemented with dynamic pre-start risk assessments that are carried out on the day of the task/activity. This is a pre-start job review of the risks associated with the task by those carrying out the activity. This assessment shall consider the impact of the task given the current condition of the area in which the task is taking place, prevailing conditions, the tools to be used and the plant/equipment to be worked on. This process shall also include the necessity for the individual(s) to confirm that they have read and understood the asbestos register.

As part of the ASCM's procedure, a clearly defined escalation route for individuals to identify any concerns around risk to supervision prior to undertaking the task shall be identified.

### **4.7 Training and Competency**

Any person involved in carrying out, reviewing, and complying with a risk assessment and method statement shall have the necessary training, skills, and experience to do so given the specific task being carried out. The ASCM's risk assessment process shall describe the control of training and competency management related to the relevant roles in the risk assessment process.

The ASCM shall also describe in their risk assessment process, the role of supervision and how this role ensures:

- The risk assessment is available and communicated to those carrying out the task.





- The control measures identified in the risk assessment are in place.
- The personnel carrying out the task are adequately trained, skilled and experienced.
- Adequate communication and engagement has taken place with the site representatives (Supply Chain and the Authority).

#### **4.8 Management of Sub-Contractor Activities**

It is the responsibility of the ASCM to ensure that this process is applied equally to their own employees and their supply chain, including sub-contractors and specialist providers. Where the ASCM's sub-contractor is carrying out work on the Authority's Premises, the ASCM shall receive the risk assessment and method statement prior to the planned commencement of the works. The ASCM shall ensure that a competent person reviews and confirms the risk assessment and method statement are suitable and sufficient or returns comments or suggested amendments to the sub-contractor.

For specialist services whereby the ASCM does not have the technical competence to confirm that the risk assessment and method statement are suitable and sufficient, the ASCM shall ensure that the specialist services contractor is appropriately accredited, reviewed and audited prior to engagement. The specialist services provider shall still provide their risk assessment and method statement prior to the commencement of the work and the ASCM shall review/confirm that all non-specialist risks/controls defined in the risk assessment are acceptable.

The Supplier shall also ensure that any works assessed take into consideration other works and activities and that engagement and information sharing is considered and performed (see policy on CDM for FM activities).

## **5 LEGISLATION**

This process has been developed to comply with the following legislation:

- Management of Health and Safety at Work Regulations 1999
- Health and Safety at Work etc Act 1974
- Reducing Error and Influencing Behaviour, HSG48
- Five Steps to Risk Assessment, INDG163
- Managing for Health and Safety, HSG65



DEPARTMENT FOR WORK AND PENSIONS  
Risk Assessment for FM Activities

## APPENDIX 1 – PRINCIPLES OF PREVENTION

In deciding which preventative and protective measures to take, the following principles of prevention should be applied.

1. If possible, eliminate the hazard altogether, e.g., do the work in a different way, taking care not to introduce new hazards.
2. Evaluate risks that cannot be avoided by carrying out a risk assessment.
3. Combat risks at source, rather than taking palliative measures. So, if the steps are slippery, treating or replacing them is better than displaying a warning sign.
4. Adapt work to the requirements of the individual (consulting those who will be affected when designing workplaces, selecting work and personal protective equipment, and drawing up working and safety procedures and methods of production). Aim to alleviate monotonous work and paced working at a predetermined rate and increase the control individuals have over work they are responsible for.
5. Take advantage of technological and technical solutions, which often offers opportunities for improving working methods and making them safer.
6. Implement risk prevention measures to form part of a coherent policy and approach. This will progressively reduce those risks that cannot be prevented or avoided altogether and will take account of the way work is organised, the working conditions, the environment, and any relevant social factors. Health and safety policy statements should be prepared and applied by reference to these principles.
7. Give priority to those measures which protect the whole workplace and everyone who works there, and so give the greatest benefit (i.e., give collective protective measures priority over individual measures).
8. Ensure that workers, whether employees or self-employed, understand what they must do.
9. The existence of a positive health and safety culture should exist within an organisation. That means the avoidance; prevention and reduction of risks at work must be accepted as part of the organisation's approach and attitude to all its activities. It should be recognised at all levels of the organisation, from junior to senior management.



## APPENDIX 2 – RISK EVALUATION MATRIX

### RISK MATRIX

Consequence			Probability				
	Health and Safety	Property / Environment	Very unlikely	Unlikely	Likely	Very Likely	Almost Certain
	Fatality	Extensive Damage to Property / Environment	5	10	15	20	25
	Lost time incident	Damage to Property / Environment	4	8	12	16	20
	Medical treatment	Localised Damage to Property / Environment	3	6	9	12	15
	First aid	Slight Damage to Property / Environment	2	4	6	8	10
	None	No Damage to Property / Environment	1	2	3	4	5

Probability x Severity			Initial Risk	Residual Risk
G	Low	1 to 6	The Risk is considered: Tolerable when measured against the consequences of an incident WORK MAY PROCEED	Non applicable
A	Medium	8 to 12	Further control measures shall be investigated in an attempt to reduce the risk further into the low category.	Should further control measures not reduce the risk to the low category, seek General Manager approval to proceed.
R	High	15 to 25	WORK MUST NOT PROCEED until the hazard has been reduced by implementing additional control measures to reduce the risk to the low category.	WORK MUST NOT PROCEED





## **Department for Work and Pensions**

### **Water Systems Safety Policy**



## Department for Work and Pensions

## Water Systems Safety Policy

Contents	Page
1. Introduction	3
2. Scope	3
3. Policy Statement	3
4. Responsibilities	4
5. Reporting Structure	5
6. Record Keeping	6
7. Review	6

## 1.0 Introduction

This Water Systems Safety Policy will set out how the Department for Work and Pensions (the DWP, or the Department) will manage building water systems to ensure effective management of the risk to persons from water borne pathogens, specifically Legionella.

## 2.0 Scope

This policy is intended to cover all properties where the DWP is in control of the water system for that property, wholly or in part and all properties where the DWP have established a permanent office. The policy will cover hot and cold water systems and also cooling tower & evaporative cooling systems.

## 3.0 Legislation

The key pieces of legislation placing duties on employers in relation to water system safety are:

- The Health & Safety at Work Act
- The Management of Health and Safety at Work Regulations
- The Water Act
- The Notification of Cooling Towers and Evaporative Condensers Regulations
- The Control of Substances Hazardous to Health (COSHH) Regulations
- These are supported by the following guidance documents:
- Approved Code of Practice (ACOP) L8 The Control of Legionella Bacteria in Water Systems
- HSG274 Legionnaires Disease Technical Guidance (Parts 1, 2 & 3)

## 4.0 Responsible Persons/Parties

The following persons/parties either have duties under the act or have duties devolved to them through the Departments management structure or contractual arrangements.

### *Permanent Secretary*

Has ultimate responsibility for the health and safety of all persons employed by the department, working in or entering its buildings. They are responsible for ensuring that adequate resources are made available for the management of risk from water systems.

### *Director of Estates*

Responsible for ensuring adequate systems are in place for the effective management of risk from water systems and ensuring those systems are suitably resourced.

### *Property and Construction Compliance Team*

Responsible for ensuring the 'competent person' undertakes Water Risk Assessments for all relevant properties, produces a written scheme of control and undertakes all necessary control actions.

## Department for Work and Pensions

## Water Systems Safety Policy

*Appointed FM Service Provider*

Responsible for ensuring water systems are appropriately maintained to effectively control the risk of exposure to Legionella and other water borne diseases. This will be done through the appointment of a suitably competent service provider to act as the 'competent person'. Responsible for ensuring on-site logbook is kept up to date.

*Appointed Competent Person (Supply Chain)*

Responsible for completion of Water Risk Assessments and production of written scheme of control; giving advice on the management of water systems and specifically the control of legionella.

*Field Team*

Responsible for ensuring the FM provider undertakes its duties to effectively manage the risk from building water systems.

*Senior Responsible Officers (SROs)*

Responsible for ensuring there is an up-to-date water risk assessment for their site and that the logbook is up to date.

**5.0 Specific Duties (all water systems)****5.1 Assessment of risk from legionella (Water Risk Assessment)**

Responsibility for undertaking water risk assessments lies with the FM provider under the FM contract. Water risk assessments must be undertaken by competent persons, must consider risk of legionella proliferation throughout the water system, must identify any actions to be taken to reduce risk to an acceptable level and must include a written scheme of control identifying any maintenance and control actions which need to be taken and the frequency required.

The Water Risk Assessment, incorporating the written scheme of control will be held electronically on the DWP CAFM system. A copy of the WRA will be held in the on-site logbook for reference.

**5.2 Undertaking actions arising from WRA**

Water risk assessments will be reviewed by the FM provider for actions arising. The FM provider will raise work orders for the completion of any actions.

**5.3 Written scheme of control**

Actions forming the written scheme of control will be added to the PPM schedule for the property in question. Completion of PPMs will be recorded through the Departments CAFM system and where appropriate in the on-site logbook.

## **5.4 Sampling**

Samples will be taken from water systems as per the written scheme of control and as a minimum at least twice annually. Sampling results will be made available to the Department on receipt by the FM provider.

## **5.5 Incident Management**

The Department will be notified of any results above the 1<sup>st</sup> or 2<sup>nd</sup> action level as soon as possible. Responsibility for determining immediate additional control actions will lie with the service provider, through the competent person, as appointed. Remedial actions will be shared with and discussed with the Department. The WRA shall be reviewed to ensure it remains suitable and sufficient. Actions taken may include the closure of part or all of a building, and/or the turning off of the cooling system, if risk assessment indicates this would be appropriate. Any building closure must be discussed with the Estates Service Delivery team in advance.

Any confirmed cases of legionella in staff, customers or other site visitors must be reported on the departments electronic accident and incident reporting system and will result in a full review of legionella control on the premises in question. The review will be undertaken by the service provider under the direction of the department. Any findings and reports will be stored on the accident and incident reporting system.

## **6.0 Specific Duties (cooling towers and evaporative condensers)**

### **6.1 Risk Assessment**

The risk presented by Cooling Towers will be assessed by the competent person engaged by the FM provider through the creation of a Cooling Towers Risk Assessment. A written scheme of control will be developed from the risk assessment. The Cooling Tower Risk Assessment for a property must form part of and be associated with the overall Water Risk Assessment for that property.

Cooling tower water risk assessments must be completed at least once every two years, or more frequently dependent on risk. Cooling tower risk assessments must be stored in the departments Computer Aided Facilities Management (CAFM) system.

### **6.2 Operation & Maintenance**

Cooling towers will be operated and maintained by the FM Provider, through the competent person, in accordance with the written scheme of control derived from the Cooling Tower Risk Assessment. The written scheme of control will be used to determine an appropriate PPM schedule for the cooling tower.

### **6.3 Cleaning**

Cooling towers will be cleaned in accordance with the written scheme of control derived from the Cooling Tower Risk Assessment. Special attention must be paid to ensure that where required, drift eliminators are in place, properly positioned, in good condition and clean.

## Department for Work and Pensions

## Water Systems Safety Policy

Cleaning of cooling towers will be organised by the FM provider according to the PPM regime derived from the written scheme of control.

#### 6.4 Water Treatment

Water treatment will be organised by the FM provider through the competent person. The water treatment schedule will be identified within the written scheme of control derived from the Cooling Tower Risk Assessment.

#### 6.5 Local Authority Notification

The Local Authority will be notified by the DWP as and when appropriate, in line with the duties set out in the Notification of Cooling Towers Regulations.

#### 6.6 Sampling

Water samples will be taken from the cooling tower in accordance with an agreed schedule. Results will be provided to the Department in a timely manner and any remedial actions discussed. As a minimum, microbial activity (dip slides) should be monitored weekly and legionella analysis should be undertaken quarterly.

#### 6.7 Incident Management

The Department will be notified of any results above the 1<sup>st</sup> or 2<sup>nd</sup> action level as soon as possible. Responsibility for determining immediate additional control actions will lie with the service provider, through the competent person, as appointed. Remedial actions will be shared with and discussed with the Department. Actions taken may include the closure of part or all of a building, and/or the turning off of the cooling system, if risk assessment indicates this would be appropriate.

Any confirmed cases of legionella in staff, customers or other site visitors must be reported on the departments electronic accident and incident reporting system and will result in a full review of legionella control on the premises in question. The review will be undertaken by the service provider under the direction of the department. Any findings and reports will be stored on the accident and incident reporting system.

#### 7.0 Review

This policy will be reviewed at least annually, or whenever there is a significant change to water management procedures, or significant incidents.

Document Status					
Revision	Date	Status or Comment	Prepared By	Checked By	Authorised By
1.0	March 2023	Current	Redacted	Redacted	Redacted



# **The Department for Work and Pensions**

## **Asbestos Management Policy and Management Plan**

## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

Contents	Page
1. Asbestos Management Policy	3
2. The DWP Asbestos Management Plan (AMP)	5
3. Legislative Requirements	5
4. Roles and Responsibilities	7
5. Communication and Information Plan	8
6. Training and Competency	10
7. Record Keeping	11
8. Waste	11
9. Emergency and Escalation Arrangements	11
10. Relevant Legislation and Guidance	13
11. Glossary of Terms	14
Appendix A: Contact List	15

## 1.0 Asbestos Management Policy Statement

In accordance with the Control of Asbestos Regulations (CAR) it is the duty of 'The Department for Work and Pensions' (DWP, the Department or the Authority) to locate, evaluate and manage all known Asbestos Containing Materials (ACMs) in all premises for which it is responsible. To assist with these duties, the DWP has appointed a third party 'Mitie Facilities Management' (Mitie FM) through a formal contract to act on their behalf and provide services to manage asbestos across their estate. Mitie FM have appointed a subcontractor, Mitie Building Fabric Solutions, to provide asbestos surveys and competent advice on asbestos matters.

The Department follows the statutory requirements and supporting guidance provided by the Health and Safety Executive (HSE) to ensure the risk of asbestos exposure is mitigated. The Department commits to the following policy statements:

- Asbestos will be managed to prevent or reduce so far as reasonably practicable, exposure to employees, visitors, contractors or others.
- Designated role(s) will be assigned to fulfil all regulatory requirements relating to asbestos management.
- The Department will produce an overarching Asbestos Management Plan, setting out how asbestos will be managed on across the estate
- On each site an Asbestos Management Survey will be undertaken to identify the presence of asbestos containing materials (ACMs) and determine their type, location and condition. An assessment will be undertaken for each item of asbestos found and a risk level determined, which will be used to identify how the material should be managed.
- Asbestos Management Surveys will be reviewed annually. Any change noted in the condition of asbestos found, or any additional ACMs identified will be subject to assessment/reassessment.
- For each site an Asbestos Register will be produced, detailing the location and condition of all known ACMs. This document will be provided in advance to all persons working on or visiting the site who's work may result in asbestos being disturbed.
- Where ACMs identified are assessed as being manageable, they will be left in position and kept safe through administrative controls and regular resurveys
- Asbestos containing materials which are identified by the survey and assessed as being in a dangerous state, or as being likely to be disturbed will be removed by a suitably accredited service provider
- In the event of works being undertaken in an area where the presence of asbestos is known, or suspected a further Refurbishment and Demolition (R&D) survey will be undertaken to ensure all ACMs are accounted for and either removed or appropriately managed



## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

- All asbestos services will be provided by competent, independent and accredited suppliers
- Staff shall be trained as required to understand the dangers of asbestos, to have awareness of the locations of known ACMs and to help ensure the correct actions are taken in the management of ACMs and any incidents occurring.
- Arrangements will be made to ensure incidents involving the release or potential release of asbestos fibres will be dealt with swiftly and effectively.
- Independent and impartial, accredited air monitoring will be employed to provide reassurance in relation to asbestos incidents and after completion of intrusive surveying and remedial works.

This policy statement will be fulfilled by defined arrangements laid out in this Asbestos Management Plan.

## **2.0 The DWP Asbestos Management Plan (AMP)**

### **2.1 Purpose of the DWP Asbestos Management Plan**

This document will set out how the authority intends to identify and manage ACMs across the estate.

### **2.2 Scope of the DWP Asbestos Management Plan**

This document covers all premises under the direct control of The Department for Work and Pensions. This document identifies the overarching arrangements in place for asbestos management throughout the premise's portfolio.

### **2.3 Content of the DWP Asbestos Management Plan**

This AMP provides the following:

- Guidance on asbestos legislative requirements
- Roles and responsibilities
- Plans for management of known ACMs
- Arrangements for monitoring the condition of known ACMs
- Arrangements for communication of asbestos information to staff and contractors
- Training and competency requirements
- Retention of records and management systems
- Incident response and escalation

### **2.3 Review**

This AMP shall be reviewed no less than 12 monthly, or sooner if there is reason to believe it is no longer valid. For example:

- Significant changes in roles and responsibilities
- Significant asbestos related incident
- Significant failures in the asbestos arrangements
- Changes in legislation
- Changes in processes or risk assessment

Changes to the AMP will be authorised and recorded by the role holder.

## **3.0 Legislative Requirements**

Asbestos is the name for a collection of 6 naturally occurring fibrous minerals that were extensively used as building materials (Asbestos Containing Materials – ACMs) in the UK. Their use continued until 1999 when asbestos was banned. This extensive use means that there are still many buildings which contain asbestos. Where ACMs are in good condition and unlikely to be disturbed, they do not present a risk. However, where ACMs are in poor condition or are disturbed or damaged, asbestos fibres may be released into the air, which if breathed in, can cause serious lung diseases, including cancers such as mesothelioma.

## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

Workers who disturb the fabric of buildings during maintenance, refurbishment, repair, installation and related activities may be exposed to asbestos. The purpose of managing asbestos in buildings is to prevent or, where this is not reasonably practicable, minimise exposure to asbestos. To prevent this exposure, information is needed on whether asbestos is, or is likely to be, present in the buildings and where it is, or may be located, so that an assessment can be made about the risk it presents and appropriate measures put in place to manage those risks.

### 3.1 Asbestos Containing Materials (ACMs)

Asbestos is defined as 6 naturally occurring fibrous minerals; the most common three being:

- Crocidolite (Blue) Asbestos
- Amosite (Brown) Asbestos
- Chrysotile (White) Asbestos

One or any combination of the 6 types of asbestos were added to building materials, predominately for fire and heat resistance, but also for sound and electrical insulation amongst other purposes.

### 3.2 Material Risk Assessment

Asbestos Management Surveys include an assessment of risk from ACMs found, known as the Material Risk Assessment. The Material Risk Assessment assesses the potential for asbestos exposure based on the type and condition of the material alone.

### 3.3 Priority Risk Assessment

A Priority Risk Assessment is a further assessment which considers the ACM in relation to perceived and likely disturbance based on normal occupancy or light maintenance activities. The two risk ratings are combined together to provide an overall Risk Assessment which assists the Duty Holder in applying management control.

### 3.4 Asbestos Management Surveys

Asbestos Management Surveys locate so far as reasonably practicable, all ACMs within the premises that could be found and disturbed by normal occupancy and light maintenance activities. This information is then used to create the site-specific Asbestos Management Plan, from which is derived the Asbestos Register.

### 3.5 Refurbishment Works

Prior to any refurbishment or works which might impact the fabric of the building, a separate Refurbishment or Demolition Survey will be commissioned. The scope of the survey will match the scope of the works being undertaken.

### 3.6 Management Options

ACMs in good condition and which are unlikely to be disturbed or damaged can be left in-situ and managed within the minimal intervention. Asbestos identified in poor condition and vulnerable to disturbance requires more near-term remediation and/or removal.

### 3.7 Removal

ACMs will always be removed where the risk is assessed as being significant or where asbestos will be disturbed during planned building or maintenance works. Asbestos removal is not without risks and so should not be considered where the risk identified is low.

### 3.8 Remediation

ACMs will be repaired, enclosed or encapsulated if the asbestos is in a poor condition or vulnerable location, but where this option is viable and removal undesirable. Once the ACM has been subject to remediation, it will be labelled and managed.

### 3.9 Labelling

ACMs found in good condition and not likely to be disturbed by normal occupancy activities can be left in situ and highlighted in the Asbestos Register and by applying an appropriate labelling regime.

### 3.10 Condition Monitoring / Reinspection

All known ACMs listed in a sites Asbestos Register(s) will be subject to a thorough inspection no less than 12 monthly by the independent and competent asbestos supplier, scheduled through the planned preventative maintenance regime.

New photographs will be taken where necessary to document the change in the material's condition and risk ratings adjusted accordingly with a management level recommendation recorded.

## 4.0 Roles and Responsibilities

- **Permanent Secretary** – ultimate responsibility for asbestos management across DWP, ensuring adequate resources are provided to assure compliance.
- **Director of Estates** – overall responsibility for ensuring compliance with asbestos legislation as it relates to DWP premises. Responsible for ensuring resources are deployed effectively to ensure risk of asbestos is effectively managed.
- **DWP Integrator** – responsible for provision of DWPs Helpdesk service which allows rapid raising and resolution of issues relating to asbestos; for the issuing of regular PPM work orders to ensure effective management of asbestos; for keeping records relating to the completion of PPMs and reactive maintenance requests.
- **DWP Supply Chain** – to provide asbestos management services, including regular risk rated asbestos management surveys; asbestos refurbishment and demolition surveys on request; asbestos abatement works on request; reassurance air testing on request and following sampling; advice and guidance on asbestos management; asbestos management database accessible by DWP, the supply chain and any other parties who may require access; ensure asbestos registers are available and accessible for all sites
- **Supply Chain Facilities Managers** – responsible for seeking assurance that asbestos is effectively managed in premises from which they are responsible; to

## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

ensure the asbestos register for the property is accessible to all who may need to see it; to act as a point of contact on asbestos issues

- **DWP Field Team** – responsible for assuring compliance with asbestos legislation on properties within their portfolio, through the rapid resolution of issues raised through the Helpdesk and the swift engagement of subject matter experts.
- **Senior Responsible Officers** – responsible for seeking assurance that asbestos is effectively managed on their property through engagement with the supply chain and the DWP Field Team. Responsible for the rapid reporting via the Helpdesk of any issues relating to or believed to relate to the management of asbestos. Must ensure adequate understanding of emergency procedures to be deployed in the event of an asbestos incident or suspected asbestos incident.
- **Security Officers** – responsible for ensuring that contractors sign in on arrival on site and for directing them to the asbestos register as required.
- **All staff** - responsible for ensuring basic awareness and understanding of asbestos management, specifically, where asbestos may be present in a building and what to do if they believe asbestos has been disturbed.

## 5.0 Communication and Information Plan

### 5.1 Asbestos Site Information

Each location within the portfolio will have access to the following information:

- Site specific Asbestos Register and Action Plan; via QR Code
- A copy of the latest Survey Report / Reinspection; on request from the Facilities Manager
- Emergency Escalation Processes; emergency procedures online & guidance from Estates and Safety colleagues
- Contractor Signing-In Sheets; provided by the FM Provider

This information will be accessible to employees and contractors (including out of hours) and updated as necessary.

### 5.2 Asbestos Register and Action Plan

The specific locations of known ACMs and their method of management will be found in each sites Asbestos Register. The site Asbestos Register lists all known asbestos items identified. The Asbestos Register shall contain the following information as standard:

- Location of known or presumed ACM shown on a plan drawing
- Photograph of ACM
- Description of the material
- Type of asbestos found or suspected
- Condition and treatment of material
- Risk rating
- Management action required
- Date of inspection

### 5.3 Portal Access

Authorised personnel will be provided portal access to the asbestos management database, Alphatracker for review of data. This will be through the provision of a QR code, located at the signing in desk on each site.

### 5.4 Labelling / Colour Coding

The primary means for ensuring ACMs are not disturbed is by appropriate use of the Asbestos Register and ensuring no intrusive work is undertaken without a refurbishment and demolition survey. Labels are a secondary means of informing personnel of the location of ACM's. Labels will be applied to asbestos containing materials in relevant locations, such as plant rooms, entry points to ducts, risers, ceiling voids and any other locations where asbestos is known or suspected to be present.



Where necessary, known ACMs will be highlighted on each site by application of the industry recognised asbestos warning label seen above. The use of the label does not replace or substitute the need for an asbestos site register and action plan but will alert building users of the presence of asbestos and help prevent accidental disturbance.

The absence of an asbestos warning label shall not signify that asbestos is not present. The site asbestos register shall be consulted in all scenarios of uncertainty.

### 5.5 Contractor Sign In

Each Contractor visiting DWP premises whose work may disturb ACMs shall read the relevant information in the onsite Asbestos Register and sign confirmation of understanding.

If targeted refurbishment surveys have been commissioned, the asbestos information detailed within shall be communicated by the Project lead and Appointed Person to all interested parties and added via the supply chain to the asbestos information held for that site.



## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

**6.0 Training and Competency**

The following lays out the proposed training requirement on this contract in accordance with CAR 2012.

Role	Competency Requirement
<b>Appointed Person(s)</b>	The appointed person(s) shall be trained to the level of BOHS P405 Management of Asbestos in Buildings or equivalent or higher, along with suitable experience and documented competence to fulfil the requirement of the role.
<b>Asbestos Surveying Services</b>	<p>The supplier responsible for asbestos surveying shall be accredited by UKAS to the standard of ISO 17020.</p> <p>The supplier shall demonstrate independence and impartiality through the accreditation scheme and management arrangements.</p> <p>Surveying staff shall be competent as laid out by UKAS.</p>
<b>Asbestos Abatement Services</b>	<p>The supplier responsible for asbestos abatement services (including removal, remediation and repair) shall be fully licensed by the HSE.</p> <p>Removal staff shall be trained to industry licensed standards and maintained through refresher training and ongoing internal assessment.</p> <p>The supplier shall demonstrate independence and impartiality through licensing requirements, separately quoted work and management arrangements.</p>
<b>Analytical Services</b>	<p>The supplier responsible for asbestos analytical work shall be accredited by UKAS to the standard of ISO 17025.</p> <p>The supplier shall demonstrate independence and impartiality through the accreditation scheme and management arrangements.</p> <p>Analytical staff shall be competent as laid out by UKAS.</p>
<b>Building Maintenance Workers / Sub-contractors (this includes all relevant work undertaken by the FM Provider and Security Provider)</b>	Contractors and staff conducting maintenance or refurbishment works shall be trained in accordance with L143 CAR 2012 ACOP Regulation 10. As minimum each person shall be trained to Asbestos Awareness standard by a competent person or organisation along with evidence of relevant refresher training or update.
<b>Building Facilities Managers</b>	<p>Building Facilities Managers must have adequate training and understanding of legislative and procedural asbestos requirements.</p> <p>As minimum each person shall be trained to Asbestos Awareness standard by a competent person.</p>
<b>DWP Staff</b>	Staff shall be aware of known asbestos items in their workplace, or workplaces for which they are responsible, to the extent that knowledge is required considering their role.

Staff should have sufficient knowledge of asbestos management to be able to take appropriate action should they believe asbestos may have been disturbed in their workplace.

## 7.0 Record Keeping

- All records relating to asbestos will be kept on a suitable database whereby the information will be immediately available to any persons or organisations who need to access it for reasons of asbestos management and health and safety.
- The database will be provided and managed by the authority's supply chain (FM Provider)
- All updates to the system will be undertaken by the authority's supply chain (FM Provider)
- All remediation data and information will be added to the database as soon as possible after receipt.
- Access to the database will not be dependent on the continued appointment of any specific FM provider. All data shall remain the property of the Department.
- All records will be kept for 6 years as a minimum
- In the case of an instance of confirmed exposure to asbestos, a record will be made detailing the date, time, length of exposure and type of asbestos, if known. This record will be attached to employees HR file and kept for a minimum of 40 years from the last entry.

## 8.0 Waste

Asbestos Waste will only be disposed of at sites which are licensed to accept asbestos contaminated waste. All asbestos waste will be transported by licensed waste carriers in accordance with the Hazardous Waste Regulations 2005.

A fully completed consignment note will be issued by the Waste Contractor and retained by the FM Provider as proof of disposal.

## 9.0 Emergency and Escalation Arrangements

### 9.1 Asbestos Incident Management Process

In the event of a suspected or actual disturbance of an ACM this procedure must be followed by any member of staff or contractor to minimise risk of further exposure to asbestos.

In addition, the following persons must be informed as soon as possible:

- The site SRO
- The site Facilities Manager
- The DWP Field Manager

The SRO must ensure that the incident is reported on the SOARS accident and incident reporting platform.

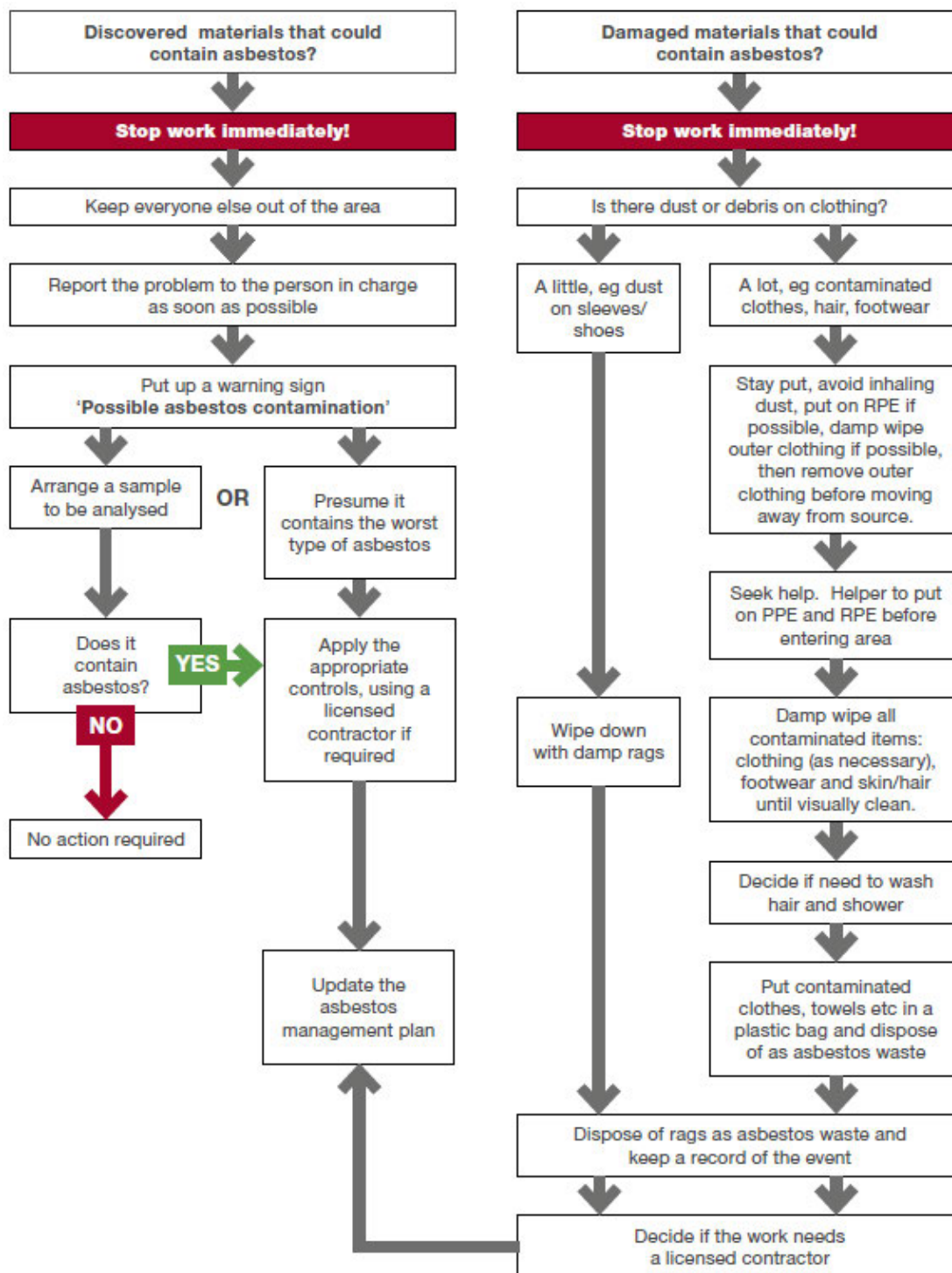


## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

The DWP Field Manager must inform the Estates Head of Property & Construction Compliance and the Deputy Director People Safety.

### Procedure to be followed in the event of suspected asbestos exposure



Additionally, this AMP requires:

## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

- Contractors to ensure asbestos exposure is risk assessed and emergency procedures are in place prior to commencement of work.
- Provide contractors and workers with means of primary emergency decontamination.
- The minimum being wet-wipes, disposable overalls and emergency RPE which is advised to be kept in close proximity to the work area.

Any incident involving exposure or potential exposure to asbestos must be thoroughly investigated.

## 9.2 Contacting Emergency Services

In case of emergency scenarios such as fire, the ICO, ECO or SRO will provide the Emergency Services with a copy of the Asbestos Register upon request.

## 9.3 Air Monitoring

Air monitoring services will be provided by the asbestos supplier using UKAS accredited approved suppliers according to guidance, which will include in the following scenarios:

- Leak monitoring during asbestos abatement works
- Clearance air monitoring as part of the Certificate for Occupation process after completion of licensed asbestos remedial works.
- Reassurance air monitoring after completion of all non-licensed asbestos remedial works.
- Reassurance air monitoring after completion of all intrusive asbestos surveying.
- Reassurance air monitoring whenever an asbestos incident, escalation or high-risk asbestos material is identified.

The purpose of air monitoring is to determine the level of airborne asbestos fibres in the affected area and to ensure that levels are below the recognised exposure limits.

This result does not necessary allow re-occupation of the area if the test was conducted after an asbestos incident but before remedial works conducted. The area must be cleaned so far as reasonably practicable by a licensed contractor and a further air test conducted prior to re-occupation of an affected area.

## 10.0 Relevant legislation and guidance

- Control of Asbestos Regulations 2012
- L143 The Approved Code of Practice: Managing and Working with Asbestos
- HSG 264 Asbestos: The Survey Guide
- HSG 227 A Comprehensive Guide to Managing Asbestos in Buildings
- HSG 247 Asbestos: The Contractors Guide
- HSG 248 Asbestos: The Analyst Guide
- HSG210 Asbestos Essentials
- Health and Safety at Work Act 1974
- Management of Health and Safety Regulations 1999

## Department for Work and Pensions

## Asbestos Management Policy &amp; Plan

**11.0 Glossary of Terms**

#	Definition
<b>ACM</b>	Asbestos Containing Material
<b>AMP</b>	Asbestos Management Plan
<b>AP</b>	Appointed Person
<b>BOHS</b>	British Occupational Hygiene Society
<b>CAR</b>	Control of Asbestos Regulations 2012
<b>CDM</b>	Construction (Design & Management) Regulations 2015
<b>Competent Person</b>	A person with industry specific skills, knowledge, ability, training and experience. i.e. BOHS Certificate of Competence in Asbestos
<b>DWP</b>	Department for Work and Pensions
<b>ECO</b>	Emergency Coordinating Officer – a role undertaken by the facilities management provider where there is a permanent FM based on site. The ECO is responsible for taking charge in the event of an emergency
<b>FM</b>	Facilities Management
<b>HSE</b>	Health and Safety Executive
<b>HSG</b>	Health and Safety Guidance
<b>ICO</b>	Incident Control Officer – in the absence of an ECO, the ICO is responsible for taking charge in the event of an emergency
<b>ISO 17020</b>	UKAS Accreditation: Conformity assessment – Requirements for the operation of various types of bodies performing inspection
<b>ISO 17025</b>	UKAS Accreditation: General requirements for the competence of testing and calibration laboratories
<b>LARC</b>	Licensed Asbestos Removal Contractor
<b>SRO</b>	Senior (or Site) Responsible Officer – a senior member of staff who has overall responsibility for the health and safety of all persons on site
<b>UKAS</b>	United Kingdom Accreditation Scheme

Revision	Date	Status or Comment	Prepared By	Checked By	Authorised By
1.0	March 2023	Current	Redacted	Redacted	Redacted

# Asbestos Management Policy & Plan

## Appendix A: Contact Detail List

[illegible]



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## **DEPARTMENT FOR WORK AND PENSIONS**

CONTRACT SCHEDULE 2 - SCOPE

### **ANNEX T - BACKLOG CLEARANCE PROJECT - STATEMENT OF REQUIREMENTS**

**COMMERCIAL IN CONFIDENCE**

27<sup>th</sup> June 2023



CONTENTS

1    **VERSION CONTROL .....3**

2    **INTRODUCTION AND CONTEXT .....3**

3    **DEFINITIONS AND ABBREVIATIONS .....3**

4    **BACKLOG CLEARANCE PROJECT .....3**

    4.1    Project Objectives and Background.....3

    4.2    Scope of Project.....4

    4.3    Project Execution Plan.....5

    4.4    Project Schedule .....6

    4.5    Management of Health and Safety .....6

    4.6    Management as independent project .....7

    4.7    Asset Management .....7

5    **PROJECT PRICING .....7**





## 1 VERSION CONTROL

Version Number	Date Issued	Originator	Distribution	Comments	Next review
V1.0	20-06-23	Redacted	All	Initial Draft	N/A
V1.1	27-06-23		All	Final	N/A

## 2 INTRODUCTION AND CONTEXT

This document has been developed to define the possible requirements of the incoming FM Supplier for the survey, estimating, planning, management, and delivery of a project to eliminate the backlog of PPM, remedial and reactive works existing across the Estate on mobilisation of the incoming FM Supplier.

## 3 DEFINITIONS AND ABBREVIATIONS

Backlog	An accumulation of uncompleted work or services at a specified point in time that the Authority requires the Supplier to deliver
Reactive Work	Any repair, maintenance, refurbishment or replacement of systems, assets and asset components or services required resulting from faults, failures, incidents, occurrences, or events observed, discovered, or reported during use.
Remedial Work	Any repair, maintenance, refurbishment or replacement of systems, assets and asset components resulting from Planned Preventive Maintenance (PPM) and Scheduled Tasks.
Planned Preventive Maintenance	Planned activities undertaken as preventive maintenance tasks on asset(s), defined predominantly by SFG20.

## 4 BACKLOG CLEARANCE PROJECT

### 4.1 Project Objectives and Background

The objective of a Backlog Clearance project would be to resolve the backlog of legacy PPM, reactive and remedial work orders existing across the Authority's Premises in accordance with the timeline agreed with the Authority on approval of the Project. The target timeline for completion would be within the first 12 months of the Starting Date.



Completion of the works defined as Backlog Clearance Project scope will provide a baseline upon which the Supplier can effectively manage the backlog of work throughout on an ongoing basis.

Due to the nature of backlog works, the Authority is unable to provide details of the scope of the project until the Authority agrees the scope of outstanding works with the incumbent Supplier. Therefore, the Supplier will be issued the scope of the Backlog Clearance Project if required during the mobilisation phase in accordance with the agreed cutover programme which will subsequently be priced, during the planning phase, on the agreed Schedules of Rates.

#### **4.2 Scope of Project**

During the mobilisation phase, the Authority shall agree with the incumbent Supplier, the scope of works that shall remain under their responsibility for delivery prior to their Exit. The Authority shall then provide the Supplier with a draft scope of any works to be included in the Backlog Clearance Project for the Supplier to develop the scope and cost estimate. Post Starting Date, the Authority will review the actual works completed by the incumbent Supplier and shall issue to the Supplier the final scope of any required Backlog Clearance Project. The works would not commence until full project approval by the Authority, post Starting Date.

The Supplier shall conduct any Backlog Clearance Project in accordance with Work Package S and the requirements set out in this document.

The Supplier may be required to deliver a Backlog Clearance Project to eliminate any historical/legacy backlog of work to provide a baseline on which the Supplier can manage the Estate over the tenure of the Contract. In doing so, the Supplier would conduct the following activities in delivering the project:

- Provide all necessary planning, health and safety, quality, administration, and management resources required to deliver the Backlog Clearance Project. The scope of the project will include:
  - All remedial works (emanating from planned maintenance tasks) deemed as legacy by the Authority. This shall include actions from PPMs on all asset groups including fabric assets, M&E, fire systems, security systems, HVAC, ventilation, water system remedials and so on.
  - All reactive works (resulting from faults/defects during use) deemed as legacy by the Authority. This shall include helpdesk calls and work orders raised as reactive on all asset types including all Hard FM assets and soft FM assets.
  - All outstanding PPMs deemed as legacy by the Authority.
- Provide a project execution plan, for Authority approval prior to the commencement of onsite works, detailing the processes to be applied in the management of the project, see section 4.3.
- Assess each of the outstanding work orders in the scope of work provided by the Authority to determine the extent and type of work required, quantities, measures, resources, plant and equipment, consumables and materials required to complete the works. This will include physical surveys to assess the scope of work orders where the work order description is unclear or insufficient on which to determine the full scope of work and requirements.
- Assess the outstanding work orders in the scope of work to determine any clashes with planned works (such as LCW) or new emerging reactive/remedial works or identify any opportunities to combine activities to reduce the number of visits to site or increase the





efficiency of delivery. Where this occurs, the clashes shall be identified to the Authority for agreement of the approach on a work order by work order basis.

- Assess the outstanding work orders in the scope of work versus the PPM schedule for the relevant asset(s) to determine if there are any efficiencies for planning to complete the outstanding works during the next planned PPM. Propose such opportunities to the Authority for consideration/approval.
- The Authority's CAFM shall be used to transfer the scope of the Project to the Supplier, coding the Service Orders (work orders) appropriately to enable the works to be distinguished and tracked.
- Compile a cost for the works using the tendered Schedule of Rates, in the format/template agreed with the Authority during the Mobilisation period. Where the tendered Schedule of Rates are not applicable, the Supplier will develop a cost of the works in accordance with Contract Schedule 4: Service Order and Projects.
- Develop a project plan showing the schedule for completion of all works included in the Backlog Clearance Project for approval by the Authority.
- Develop a total project cost for approval by the Authority prior to the commencement of the project in the format/template agreed with the Authority during the mobilisation period, in accordance with section 5.0.
- On approval by the Authority for the Supplier to proceed to deliver the project, consult with each site to arrange access to site, induction (where required) and key access to any restricted areas.
- Obtain all required permissions and licences, as per Work Package S.
- Prior to commencing works, communicate details of the project plan, schedule, and scope of the project with DWP Estates Service Delivery and the Supplier's Facilities Managers.
- Ensure appropriate arrangements are made for delivery of works outside of normal operating hours, where required. This is typically required where works are disruptive to normal business, such as noise, dust, working at height, electrical disruption etc.
- Deliver the works as per the agreed scope, leaving the site clean, tidy, and free from waste on completion.
- Compile all appropriate documentation in accordance with the contract specification and upload into the CAFM against the applicable work order number, in accordance with Annex L Management of Statutory Compliance, PPMs and Work Delivery. For fabric assets, this shall include before and after photographs. Documentary evidence includes, for example reports, photographs, PPM editable task sheets and certificates are required to be provided for all individual work orders to evidence completion prior to the Authority authorising payment for the completed works.
- Complete the update of the asset and PPM data (recognising any relevant warranty requirements), as required, following completion of the works, (in accordance with Annex K, Asset Management Statement of Requirements). For example, update of the asset condition rating, asset attributes or PPM requirements.
- Provide reporting as required by the Authority on a weekly and monthly basis.
- Complete the financial reporting of all completed works and update the work order status.
- Provide invoices to the Authority for all completed works where documentary evidence has been provided of work completion.

#### 4.3 Project Execution Plan

Following agreement of the scope of a Backlog Clearance Project, the Supplier shall develop a Project Execution Plan for submission to the Authority for approval prior to the



commencement of the works. This project execution plan shall detail the following as a minimum:

- **Project Description**
  - Summary scope
  - Project objectives
  - Project organisation, including a RACI
  - Overall duration
  - Overall cost
- **Health and Safety Management**
  - Management of onsite works
  - Customer/site liaison
  - CDM compliance
  - Risk assessment/method statement process
- **Project Controls**
  - Work Breakdown Structure – Regional, building, system, work order, activity.
  - Planning principles
  - Schedule management
  - Cost management
  - Progress reporting
  - Management of project change
  - Document management
  - Work order management
- **Quality Assurance**
  - Quality plan
  - Quality control and assurance
- **Completion and handover of documents**
- **Communication**
  - Key contacts list
  - Project co-ordination process
  - Weekly reporting protocol
  - Monthly reporting protocol

The Project Execution Plan shall be maintained by the Supplier as a live document during the Project and shall be used to communicate all aspects of the Project to the Supplier's team and the Authority's key stakeholders.

#### **4.4 Project Schedule**

Once the Supplier has determined the full scope of the project, the Supplier shall construct a project schedule in appropriate scheduling software (for example, MS Project or P6) at activity level for each work order that ensures:

- WBS aligns with that defined in the Project Execution Plan (by Region, Building, type (PPM, reactive or remedial), System and Work Order).
- Delivery of the works as efficiently and promptly as possible.
- Optimisation of the resource available to ensure efficient and effective delivery of the work.
- Minimal impact and disruption to the Authority's BAU operation.
- Adequate planning and arrangements are made for activities required to be delivered out of office hours.





- Communication to the key stakeholders on the individual Premises and reporting of progress.
- BAU and mobilisation/transition resources are not used in the delivery of this Project.

This schedule shall be submitted to the Authority for approval prior to commencement of the works, on approval of the project, the Supplier shall baseline the schedule for progress monitoring. The Supplier shall update the schedule at least weekly and provide the Authority with a report detailing schedule performance and interventions where schedule progress is behind the baseline target.

#### 4.5 Management of Health and Safety

The Supplier shall manage the health and safety aspects of this project, as follows:

- The Supplier shall manage the project in accordance with the Authority's HS Code of Practice supplementary document which provides Authority Supply Chain Members with guidance on safe ways of working across the Premises.
- The Supplier shall deliver the project in accordance with Annex P, Management of CDM for Facilities Management supplementary document, with the Supplier appointed as the Principal Designer and Principal Contractor under the Construction.
- The Supplier shall deliver the project in accordance with Annex I, Competency Management Passport.

The Supplier shall manage all other aspects of health, safety, and environmental management in accordance with the contract specification.

Prior to the Authority's approval of the Project, the Supplier shall provide to the Authority the Construction Phase Plan for approval.

#### 4.6 Management as independent project

The Authority would require this project to be managed independently of both Mobilisation and of Business as Usual (BAU) activity. Hence, the resources allocated to the project must be dedicated to this project alone and will not, therefore, impact either the Supplier's transition into the BAU operation or the completion of Mobilisation activities.

#### 4.7 Asset Management

The Supplier, in delivery any project scope, shall manage the works in full accordance with:

- Annex K - Asset Management Statement of Requirements
- Annex L - Management of Statutory Compliance, PPMs, and Work Delivery

The Supplier will be required to demonstrate how these requirements will be delivered in the Projects Execution Plan.

### 5 PROJECT PRICING

The Total Charges for a Backlog Clearance Project shall be made up of the following:

- 5.1.1 Management fee – based on agreed resource profile for the agreed project period and tendered resource rates.



DEPARTMENT FOR WORK AND PENSIONS  
Backlog Clearance Project - Statement of Requirements

- 5.1.□.2 Reactive works – based on contract Schedule of Rates, see Contract Schedule 4: Service Order and Projects.
- 5.1.□.3 Remedial works – based on contract Schedule of Rates, see Contract Schedule 4: Service Order and Projects.
- 5.1.□.4 Planned Preventive Maintenance (PPMs) - based on tendered PPM rates.
- 5.1.□.5 Quoted works (where the Schedule of Rates are not applicable) – based on contract labour rates, contract plant and equipment rates plus quoted materials costs. Note that where material costs exceed £5,000, three (3) alternative quotes shall be provided by the Supplier.
- 5.1.□.6 Preliminaries, overhead and profit as per Contract Schedule 4: Service Order and Projects.

The Supplier shall develop the Total Charges for the project for submission to the Authority for approval prior to the commencement of the works. Payment for completed works (5.1..1 to 5.1..4, shall be made on completion of the works, by Work Order, following approval by the Authority.

Management fees shall be paid monthly on a percentage (%) basis of total costs determined by physical percentage (%) schedule completion.



<b>AC AND REFRIGERATION SYSTEMS, INCLUDING CHILLERS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X  <b>Re-Issue:</b> (No change):  <b>Re-Issue:</b> (Amended):	<b>Original Issue Date</b> 05 May 2023  <b>Last Issue Date</b> 05 May 2023  <b>This Issue Date</b> 05 May 2023
<b><u>SUPERSEDES:</u></b>		
<b><u>Originator</u></b>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 06 March 2023	<b><u>Document Approval</u></b>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 5 May 2023	

<b>REFERENCES:</b>	SFG20	09-02 – Packaged Chiller Units – Latest available version of SFG
	SFG20	09-04 – Gas Fired Absorption Chiller Up to 18kw Cooling Capacity – Latest available version of SFG
	SFG20	10-01 – Cold Rooms – Latest available version of SFG
	SFG20	10-02 – Refrigerated Display Cabinets – Latest available version of SFG
	SFG20	12-01 – Compressors Refrigeration – Reciprocal (Includes Hermetic, Semi-Hermetic and Open) – Latest version of SFG
	SFG20	12-02 – Compressors Refrigeration – Screw – Latest version of SFG
	SFG20	12-03 – Compressors Refrigeration – Centrifugal – Latest version of SFG
	SFG20	12-04 – Compressors Refrigeration – Scroll – Latest version of SFG
	SFG20	13-01 – Condensers – Water Cooled – Latest version of SFG
	SFG20	13-02 – Condensers – Air Cooled – Latest version of SFG
	SFG20	19-01 – Refrigeration Evaporators – Latest version of SFG
	SFG20	46-01 – Refrigerant Distribution System – Latest version of SFG
	SFG20	47-01 – Room Air Conditioners – Latest version of SFG
	SFG20	54-02 – DX Split Systems (with Gas, Electric or Hot Water Heaters) – Latest version of SFG
	SFG20	54-03 – Split Systems/Heat Pumps – Air Cooled with Direct Expansion Evaporator (DX) – Latest version of SFG
	SFG20	54-04 – Data Centre Cooling Plant – Chilled Water – Latest Version of SFG
	SFG20	54-05 – Data Centre Cooling Plant – Direct Expansion (DX) Latest version of SFG
	SFG20	59-07 – Terminal Units – Variable Refrigerant Volume (VRV) Systems – Latest version of SFG
	SFG20	83-012 – Inventory of Fluorinated Greenhouse Gases (F-Gases)
	SFG20	Industry Standards and recognised design guides
	SFG20	87-29 - Air Conditioning Inspection (ACI) also known as TM44 Inspection



**REFERENCES:**

- BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.
- Controls on Ozone-Depleting Substances Regulations (Northern Ireland) 2011
- Dangerous Substances & Explosive Atmospheres Regulation (DSEAR) 2002
- Dangerous Substances and Explosive Atmospheres Regulations (Northern Ireland) 2003
- F-Gas Regulation No. 517/2014 on fluorinated gases
- FETA - Guidance on Risk Assessments for compliance with Dangerous Substances and Explosive Atmospheres Regulations (DSEAR)
- Fluorinated Greenhouse Gases (Amendment) Regulations 2018
- Fluorinated Greenhouse Gases Regulations (Northern Ireland) 2015 and 2018 Amendments
- IET Code of Practice for in-service inspection and testing of electrical equipment
- L138 - Dangerous Substances and Explosive Atmospheres Regulations 2002. Approved Code of Practice and guidance
- L24 Workplace health, safety, and welfare. Workplace (Health, Safety and Welfare) Regulations 1992. Approved Code of Practice and guidance
- Ozone-Depleting Substances Regulations 2015
- Pressure Equipment Regulations 1999 and 2002 amendment
- Pressure Systems Safety Regulations (Northern Ireland) 2004
- Pressure Systems Safety Regulations 2000
- PSG17 Refrigeration Systems – Guidelines for Users and Competent Persons
- REFCOM Technical Guidance documents
- UK Government Guidance on Fluorinated gases (F gases)
- Workplace (Health, Safety and Welfare) Regulations (Northern Ireland) 1993
- Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
- TM44 Inspections – Where applicable
- Manufacturer's recommendations



**1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management and end of life replacement in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

**2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Air Conditioning Systems (inc. Split Systems, VRV / VRF, Multi Splits and Room Air conditioners)
- Package Chillers
- Data Centre Cooling Plant
- Cold Rooms and Refrigerated Catering Equipment

**3.0 REQUIRED OPERATING REGIME**

To system shall be designed and operated in order to supply tempered air at the specified temperatures, during the nominal operating hours (07:00 – 19:00) Monday to Friday. Within Data Centres, this is to control temperature and humidity within set parameters. And for catering equipment, this is to allow safe storage of foodstuffs in compliance to the relevant regulations.

**4.0 MAINTENANCE STRATEGY**

The maintenance strategy for AC, refrigeration systems and chillers will be as per SFG20 (relevant SFG's stated at the start of this document), where applicable. The SFG20 regime applied should be the latest standard available and in accordance with Manufacturers' instructions.

The Supplier shall ensure that the works does not affect the Premises fire strategy, compartmentation and the fire rating of the building so shall address any considerations of component selection, quality, making good etc. and any subsequent need to amend any fire related documents (strategy, FRA etc.).

**5.0 ADDITIONAL REQUIREMENTS/NOTES**

All air conditioning systems with an effective output of more than 12kW must be regularly inspected by a Registered Energy Assessor (TM44). The inspections shall be scheduled, by the Supplier, to be no more than 5 years apart. These inspections shall be carried out in accordance with the Energy Performance of Buildings (England and Wales) Regulations 2012. Where there is no evidence of previous inspections having been carried out, priority should be given to carrying out the inspections as promptly as is reasonably practicable.

The Supplier shall measure, during each six monthly or annual PPM, the volume of refrigerant remaining in the unit, in order to assess performance capability.

## **6.0 DELIVERY**

The Supplier shall maintain, for each site, a register of all refrigerant units (F-Gas). This document will be controlled and maintained in hard copy format on site but would also be recorded in the CAFM. The register shall include a list of all units, the DWP asset number, make, model, refrigerant type, CO<sub>2</sub> tonnage and original refrigerant quantity.

All works on AC systems shall be carried out during normal operating hours causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

## **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

The Supplier shall carry out a risk assessment on Data Centres and areas that require critical cooling to determine a Critical Spares holding to minimise downtime in the event of a failure. Where single points of failure are identified, critical spares shall be identified and held locally to the equipment.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

Up to date F-Gas Logs (stored both locally and Electronically on Concept) shall be available at all times listing all units on the site, see section 6.0. Records shall be kept for each individual F-Gas units, detailing:

- Quantity and type of F-gases installed, added, or recovered
- Identification of the company and technician carrying out servicing
- Dates and results of leakage tests
- Details of actual refrigerant quantity remaining in the unit at each service interval

Should recovered F-Gas materials require disposal, the Supplier shall ensure a registered waste carrier is engaged to transport, store and dispose of all waste. All supporting Waste Transfer notices to provide an auditable trail of waste management shall be kept by the Supplier in accordance with the relevant legislation.

## **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, test results, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable).



There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

## **10.0 COMPETENCY AND TRAINING**

The Supplier must be certified by an approved body to service stationary equipment containing F-Gas operated by others. This certification must cover:

- Install
- Repair
- Maintain
- Decommission

The Supplier must be certified, with renewal every 3 years, to cover the activities above by one of the following organisations:

- Refcom Certification Limited
- F-Gas Register (Quidos)
- Bureau Veritas UK Limited

All individuals carrying out maintenance on AC assets must have the relevant competency and qualifications and this requires tangible evidence. For stationary refrigeration, air conditioning and heat pump systems, qualifications are required to carry out the following activities:

- Install new systems
- Service and maintain systems
- Check for leaks
- Recover gases
- Decommission and dispose of old systems

To carry out these activities, the following qualifications are required:

- Category 1 certificate to carry out all activities
- Category 2 certificate to install, maintain, service and recover refrigerant from systems that containing less than 3kg of F-Gas, or less than 6kg of F-Gas if hermetically sealed.
- Category 3 certificate to recover refrigerant from systems that contain less than 3kg of F-Gas, or less than 6kg of F-Gas if hermetically sealed.
- Category 4 certificate to check equipment for leaks if you do not break into the refrigeration circuit.

These qualifications must be obtained by the Engineers/Technicians carrying out the activities and must be from one of the following accredited organisations:

- City and Guilds
- Building Engineering Services Association (BESA)
- LCL Awards
- Construction Industry Training Board (CITB)

To work on a fire protection system that contains F-Gas equivalent to 3Kg or more, the Engineer/Technician must have:

- A Fire Industry Association (FIA) F-Gas certificate for individuals

- An equivalent qualification that an EU member state recognises

To work on electrical switchgear that contains sulphur hexafluoride (SF6), the Engineer/Technician must have equivalent qualifications from one of the following organisations:

- National Grid Electricity Distribution plc
- Northern Ireland Electricity plc
- EA Technology Limited
- Lucy Electric Limited
- National Grid Electricity Transmission plc

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis.

Any Supplier/Contractor or Sub-Contractor working on these units shall hold a Waste Carriers licence as regulated by the Environmental Agency and the Supplier shall provide evidence of this licence holding to the Authority as requested.



<b>AIR HANDLING UNITS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b><u>Original Issue Date</u></b> 05 May 2023
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Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023	Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023	

**REFERENCES:**

SFG20	SFG20 03-01 – Air Handling Units – General V5 / latest
SFG20	SFG20 03-03 – Gas Fired Heater Batteries – Indirect V1 / latest
SFG20	SFG20 29-04 – Thermal Wheels – Rotary Heat Regenerators V1 / latest
SFG20	SFG20 29-11 – Heat Exchangers – Indirect Gas Fired to Air V1 / latest
SFG20	SFG20 54-03 – Split Systems – Air Cooled with Direct Expansion Evaporator (DX) V7 / latest
SFG20	SFG20 29-01 – Heat Exchangers – Water to Air V8 / latest

In Accordance with Manufacturer's Instructions  
BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.

Gas Appliances (Safety) Regulations 1995

Gas Safety (Installation & Use) Regulations 1998 and (Amendment) Regulations 2018

L80 – HSE (2007 2nd edition): A guide to the Gas Safety (Management) Regulations 1996

HSE L56 (Fifth edition) Safety in the installation and use of gas systems and appliances

IET Code of Practice for in-service inspection and testing of electrical equipment

## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.
- Ensure the supply of clean tempered air at the rate of 10l/s per person as per post COVID recommendations.

The maintenance system should seek to improve the efficiency of the system and realise the full asset life.

## **2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Air Handling Units
- Associated Equipment

## **3.0 REQUIRED OPERATING REGIME**

The AHU's will supply clean air at the required flow rate and temperature for the specified operating period (usually 07:00 – 19:00 Monday to Friday, with the exception of Public Holidays and other authorised downtimes).

## **4.0 MAINTENANCE STRATEGY**

The AHUs will be maintained in accordance with the latest version of SFG20 (relevant SFG's included in this document), where the applicable, i.e., not all units have thermal wheels or drive belts etc.

SFG20 applied should be the latest standard available and in accordance with Manufacturer's Instructions

## **5.0 ADDITIONAL REQUIREMENTS/NOTES**

The Supplier shall continuously seek to identify and recommend to the Department the fitting of electronic air flow meters, bearing monitoring and so on in a drive to increase the level of condition-based monitoring (CBM) (where suitable). The Supplier shall identify to the Department, for consideration, any other upgrades to extend the life of air filters and the unit and to move maintenance interventions to a "just in time" basis. The date of replaced filters shall be recorded in the CAFM and a sticker applied to the unit indicated date replaced and by whom.

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**6.0 DELIVERY**

All AHU works shall be carried out causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system.

**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on mechanical assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis with the Supplier providing tangible evidence.



<b>BUILDING MANAGEMENT SYSTEMS (BMS)</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X  <b>Re-Issue:</b> (No change):  <b>Re-Issue:</b> (Amended):	<u><b>Original Issue Date</b></u> 02 May 2023  <u><b>Last Issue Date</b></u> 02 May 2023  <u><b>This Issue Date</b></u> 02 May 2023
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<b>REFERENCES:</b>	<i>SFG20</i>	06-01, Introductory Procedures – Building Management Systems
	<i>SFG20</i>	06-03, Central Operator Station
	<i>SFG20</i>	06-04, Communications
	<i>SFG20</i>	06-05, Outstations
	<i>SFG20</i>	06-06, Software
		BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.
		Manufacturer's Recommendations



## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on building performance
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements
- Ensure all legal obligations are met

## **2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Building Management Systems
- Central Operator Stations
- Outstations
- Software applications
- Sensors
- Actuators
- Controllers
- Communication Systems
- Control Centres
- Optimisers

## **3.0 REQUIRED OPERATING REGIME**

The BMS assets/systems shall be operated to optimise the heating, cooling, lighting and ventilation systems in buildings having BMS systems in order to increase energy efficiency and maintain a comfortable environment during the Premises Opening hours.

The basic components of a BMS include sensors, actuators, controllers, communication systems and a central unit which can be either passive (i.e., monitor and rely upon the outstations to act as local control centres) or active and provide central control function. The Supplier shall ensure that, where installed, the BMS is continually monitored to ensure optimised performance. The Supplier should not switch off or disable the functionality of the BMS without the prior approval of the Authority.

The Supplier shall operate the BMS, where installed, in accordance with the Authority's BMS Strategy, including the setting outlined in Appendix 1. Any setpoints that exceed the Authority's setpoints (that positively impact energy) are to be left as is. Adjustments should not increase energy demand. The Supplier should not adjust setpoints without the prior approval of the Authority, where this adjustment would negatively impact energy usage.

In addition to the Set Points in Appendix 1, the BMS Strategy will advise on Time Schedules and hours of operation. The Supplier will be responsible for monitoring and changing the Time Schedules for each site based on the Core Hours for that premises, in conjunction with Building Managers and the Authority. If changes to the Time Schedules are required, approval from the Authority must be sought in advance of making any changes.

The BMS should be configured to provide automatic functions such as frost protection to the building. This ensures that the building fabric and its contents are best protected against frost.

It is critical that the data and control of the BMS is kept secure and available to authorised users only. Data on security systems etc. should not be available on the BMS and remote monitoring shall be via a secure link with any remote controls agreed with the Authority. The BMS systems shall be updated according to changes in the time zones in the UK and leap years etc.

#### **4.0 MAINTENANCE STRATEGY**

Maintenance on a BMS system is required to provide:

- a comfortable internal environment
- fast and accurate response to occupant needs
- improved management reporting through better historical records and accurate information
- reduced energy costs through optimisation of plant efficiency, minimising unnecessary use of energy, raising standards of operation and maintenance, providing data for effective monitoring and to allow identification of other cost saving measures
- faster detection of faulty and wasteful processes
- confidence that the system is operating correctly

The maintenance strategy for BMS will be as per SFG20 (relevant SFG's stated at the start of this document), and the Manufacturer's Instructions. The SFG20 regime applied should be the latest issue and records of completed PPMs shall include the SFG20 regime task instruction set with a record of all checks, measurements and observations made.

Where remote monitoring, graphics, alarms, and trends provide sufficient data on the operation of the system, assets and components, the Supplier shall propose amendments to the maintenance regimes to move away from SFG20 preventative inspections where these preventative maintenance activities do not extend asset life. These recommendations shall be submitted to the Authority's Asset Management team for review/approval prior to implementation.

#### **5.0 ADDITIONAL REQUIREMENTS/NOTES**

The BMS systems shall be operated in accordance with the requirements of the software copyright and any licence conditions.

It is critical the BMS systems remain 'Open Protocol'.

The Supplier is required to provide the required trained resources, technical support, knowledge of installed systems, adequate spares and up to date diagnostic equipment to maximise the benefit that the BMS capability provides.

Where installed, the Supplier shall provide access to a centralised, online portal, that provides details of the operation of the BMS systems installed across the Estate to the Authority. The Supplier will provide senior technical engineering resource to manage these systems, monitor operations and provide diagnostic reports to the Authority monthly.

#### **6.0 DELIVERY**



All maintenance works on the BMS shall be carried out during normal operating hours causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

## **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts, and must be compatible with Honeywell Trend Remote Business Management (RBM) and/or IQVision (IQV). In particular, the Supplier shall identify the relevant spares holding required for the following:

- Outstations
- Outstation input and output cards
- Outstation communication devices
- Controllers

This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

The Supplier shall carry out a risk assessment on Data Centres and areas that require critical cooling to determine a Critical Spares holding to minimise downtime in the event of a failure. Where single points of failure are identified, critical spares shall be identified and held locally to the equipment.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

Remote diagnostic testing on remotely connected BMS sites shall be downloaded, and performance data held in the CAFM against the relevant BMS assets. The frequency of the diagnostic download, content of the report and upload into the CAFM shall be agreed on a site-by-site basis, with the Authority's Asset Management Team.

## **9.0 DOCUMENTATION REQUIREMENTS**

The Supplier shall ensure the maintenance, for each site, of the asset register describing all elements of the BMS system. In addition, the Supplier is required to develop, update and maintain the following documents for BMS systems on each site (where installed):

- System schematic diagram
- System description of operation
- Panel drawings
- IO points schedule
- O&M manuals
- Setpoint schedule (shown in Appendix 1)

These documents will be controlled and maintained in hard copy format on site but would also be recorded in the CAFM against both the work order and the asset.

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, test results, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable). There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

#### **10.0 COMPETENCY AND TRAINING**

The Supplier must ensure the provision of suitable and sufficient resources, including a central resource to manage and optimise all BMS systems across the Estate. Control Engineer and Commissioning Engineers are critical to the delivery of this service and the Supplier shall ensure that the Engineering team are trained/briefed in the particular systems on the Estate and that this system familiarity continuously improves. Resources provided by the Supplier shall be sufficient to cover the following activities:

- Install
- Repair
- Maintain
- Decommission

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Authority with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that they their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Authority.

This will be subject to internal Assurance and Assurance by the Authority on a regular and ad hoc basis.





## EQUIPMENT MAINTENANCE STANDARD BUILDING MANAGEMENT SYSTEMS (BM)

### Appendix 1 – BMS Setpoints

Plant Item	Description	Values	Considerations
LTHW Heating	Boiler Flow	80°C	Ideally boilers will be weather and/or demand compensated. 10degC deltaT across flow/return under full load. Typically much lower settings can be used in milder weather
	Boiler Return	70°C	
	OAT Min for VT Flow Temp Calc	0°C	This is the OAT range used to calculate the VT flow temp. This provides OAT compensation of the VT flow temperature. For example when the OAT is 0degC the VT flow will be at its maximum setting. When the OAT is at 20degC, the VT flow will be at its minimum setting.
	OAT Max for VT Flow Temp Calc	20°C	
	VT Flow Temp @ min°C OAT	80°C	These are the minimum and maximum VT temps used by the above. These settings have been found to provide generally good control most of the time but can be adjusted further depending on building envelope
	VT Flow Temp @ max°C OAT	20°C	
	VT Room Influence	23°C	Used only to reduce VT Flow temperature setpoint
	Room Boost Setpoint	20°C	Used to heat the building up as quick as possible
	Optimiser Room Setpoint	21°C	Optimiser target temp at start of day
	Optimiser Max Warm Up	2hrs	Allowed to operate for a maximum of 2 hours
	Optimiser Max Cool Down	2hrs	Allowed to operate for a maximum of 2 hours
	Pump Run On Timers	5 mins	You will often see them set at 10 or 15 minutes, often for no reason at all. Over 6 months this equates to 20hrs+ extra run time. Better still, run on to safe temps
	1st Stage Frost	2°C *	This should be set to come on at 2°C and go off at 4°C.
	2nd Stage Frost (Return Temp)	10°C *	This should be set to come on at 10°C and go off at 35°C. (55degC conventional)
	3rd Stage (Building Protection)	10°C *	This should be set to come on at 10°C and go off at 12°C.
Hot Water	Heating OAT Hold Off	17°C	Outside air hold off to heating plant (not HWS)
	Internal High Temp Hold off	24°C	
AHU 100% Fresh Air	Storage Temps	60°C	
	Frost Coil	8°C	
AHU with Recirculation	Supply Setpoint	21°C	Can be calculated from space temps
	Supply Max Setpoint	28°C	Supply Air temperature setpoint calculated from Room Heat / Cool demand and range limited by software knobs
	Supply Min Setpoint	12	11 is the theoretical lowest supply air temp without causing discomfort
	Room Heating Setpoint	19°C	where AHU setpoint is calculated from space/return temp
	Room Cooling Setpoint	24°C	where AHU setpoint is calculated from space/return temp
	Room Humidity Setpoint	40%	40-70% has no major impact on comfort. Hospitals and other environments require tighter regulation. Humidity can cause release of VOCs
	Room Dehum Setpoint	70%	
	Supply Max Humidity Setpoint	85%	Supply Air humidity setpoint calculated from Room demand and maximum value limited by software knob
ChW	Cooling OAT Hold Off	12	Inhibit cooling when OAT is <12degC
	ChW Flow	8°C	Can ChW be weather and/or demand compensated - Typically higher settings can be used
	ChW Return	12°C	
Chilled Ceilings		14-17°C	Keep above dewpoint + 0.5degC
Comfort Setpoints		21-23	Heating Setpoint - set to 23 if > 23degC
		26	Cooling Setpoint



<b>ELECTRICAL INSTALLATIONS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b><u>Original Issue Date</u></b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b><u>Last Issue Date</u></b> 05 May 2023
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<b><u>SUPERSEDES:</u></b>		
<b><u>Originator</u></b>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023	<b><u>Document Approval</u></b>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023	

<b>REFERENCES:</b>	SFG20	44-07 - Distribution Boards – Latest version of SFG
	SFG20	44-08 – Electrical Installation – Generally – Latest version of SFG
	SFG20	44-11 – Periodic Inspection and Testing – Latest version of SFG
	SFG20	44-06 – LV Earthing – Latest version of SFG
	SFG20	44-16 – Thermal Imaging of Electrical Systems (under 1000Va.c.) – Latest version of SFG
	SFG20	44-03 – Maximum Demand and Power Factor Correction – Latest version of SFG
	SFG20	43-02 – Power Generation – Stand-by Generator – Latest version of SFG
	SFG20	43-05 – Uninterruptible Power Supplies – Latest version of SFG
	SFG20	43-06 – Solar Panels – Photovoltaic (PV) – Energy Storage - Latest version of SFG
	SFG20	38-01 – Lightning Conductor and Earth – Latest version of SFG
	SFG20	37-01 – Emergency Lighting – Monthly Testing – Latest Version of SFG
	SFG20	37-02 – Emergency Lighting – Annual Testing – Latest Version of SFG
	SFG20	37-03 – Emergency Lighting – System Self Testing - Self-contained – Latest version of SFG
	SFG20	14-XX – Control Panels and Controllers (25 regimes) Latest versions of SFG
	SFG20	27-XX – Hazardous Areas (Electrics) (3 regimes) Latest versions of SFG
	SFG20	28-XX – Heat Emitters (15 Regimes) – Latest versions of SFG
	SFG20	36-XX – Lighting (3 Regimes) – Latest version of SFG
	SFG20	55-XX – Starters (9 regimes) – Latest version of SFG
	SFG20	58-XX - Switches (3 regimes) – Latest version of SFG

**REFERENCES:**

BS 5266-1:2016 Emergency Lighting. Code of Practice for the emergency lighting of premises

BS EN 50172:2004, BS 5266-8:2004 Emergency escape lighting systems

BS EN 62034:2012 Automatic test systems for battery powered emergency escape lighting

Fire (Scotland) Act 2005

Fire And Rescue Services (Northern Ireland) Order 2006

Fire Safety (Scotland) Regulations 2006

Fire Safety Regulations (Northern Ireland) 2010

Health & Safety (Safety Signs and Signals) Regulations 1996

Health and Safety (Safety Signs and Signals) Regulations (Northern Ireland) 1996

Management of Health and Safety at Work Regulations (Northern Ireland) 2000 and amendments

Management of Health and Safety at Work Regulations 1992 and amendments

Regulatory Reform (Fire Safety) Order 2005

Waste Batteries and Accumulators Regulations 2009 and 2015 Amendment

Workplace (Health, Safety and Welfare) Regulations (Northern Ireland) 1993

Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)

IET Code of Practice for in-service inspection and testing of electrical equipment

Environmental Permitting (England and Wales) (Amendment) Regulations 2018

Pollution Prevention and Control (Industrial Emissions) (Amendment) Regulations (Northern Ireland) 2018

Pollution Prevention and Control (Scotland) Amendment Regulations 2017

HSE Safety Notice - Maintenance of industrial uninterruptible power supply (UPS) systems

IET Guidance Note 3: Inspection & Testing

BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.

BS EN 62446-1:2016+A1:2018 Photovoltaic (PV) systems. Requirements for testing, documentation and maintenance. Grid connected systems. Documentation, commissioning tests and inspection

BS EN IEC 62446-2:2020 Photovoltaic (PV) systems. Requirements for testing, documentation and maintenance. Grid connected systems. Maintenance of PV systems

Code of Practice for Grid-connected Solar Photovoltaic Systems

IET Code of Practice for in-service inspection and testing of electrical equipment

IET Guidance Note 3: Inspection & Testing

PD IEC TR 63226:2021 Managing fire risk related to photovoltaic (PV) systems on buildings

Electricity at Work Regulations 1989

Electricity At Work Regulations (Northern Ireland) 1991

BS 7430:2011+A1:2015 Code of practice for protective earthing of electrical installations

BS EN 62305 (parts 1 to 4):2011/2012 Protection against Lightning

Local Act

Manufacturers' Instructions

Industry Standards and Recognised Design Guides

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**1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.
- Any assets replaced due to obsolescence or end of life are replaced in accordance with the DWP Design Guide and other related technical documents.

The maintenance system should seek to improve the efficiency of the system and realise the full asset life.

**2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- All applicable Electrical Systems and Equipment

**3.0 REQUIRED OPERATING REGIME**

All electrical systems shall be operated in accordance with the design standards and all relevant standards and codes.

**4.0 MAINTENANCE STRATEGY**

All electrical installations will be maintained in accordance with the latest version of SFG20 (relevant SFGs included in this document), where applicable. The SFG20 applied should be the latest standard available and in accordance with Manufacturers' instructions.

The Supplier shall replace any typical replacement parts during the PPM to avoid the need for a return visit. For example, replacement EML batteries should be held by the Engineer carrying out the PPM and remedials completed during the PPM wherever this is practical.

**5.0 ADDITIONAL REQUIREMENTS/NOTES**

Work on live electrical systems shall be subject to the application of the Supplier's Permit to Work Process, see supplementary document, DWP Estates Permit to Work.

**6.0 DELIVERY**

All works on pumps shall be carried out causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis. Where disruption to services is probable, the Supplier shall ensure appropriate planning and communications with the site team.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it

is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

## **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, certification, Minor Electrical Installation Works Certificate (MEIWC) and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system.

## **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on electrical installations must have the relevant competency and qualifications and this requires tangible evidence. Work requiring registered electricians will be undertaken in accordance with the UK national standard, BS7671 – Requirements for Electrical Installations. The registered Electrician will subsequently issue a safety certificate for their electrical work to confirm that the installation has been designed, constructed, inspected and tested in accordance with the standard.

Registered Electricians shall be registered with one of the following organisations:

- ELECSA Ltd.
- NAPIT Registration Ltd.
- NICEIC Group Ltd.
- Blue Flame Certification
- ECS

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.





<b>FABRIC ASSETS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New: X</b>	<b><u>Original Issue Date</u></b> 05 May 2023
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<b>REFERENCES:</b>	SFG20	72-07 – Turnstiles – Tripod Type
	SFG20	88-02 – Controlled Entry Gates and Barriers
	SFG20	88-09 – Doors General/Automatic/Steel
	SFG20	88-22 – Non-Automated Gates
	SFG20	88-37 – Vehicle Access and Boundary Control
	SFG20	88-XX – Drainage (4 regimes – 88-17/25/32/71)
	SFG20	88-XX – External Elements (15 regimes – 88-12/13/24/33/36/38/41/45/47/60/61/64/67/70/72)
	SFG20	23-17 – Fire Doors
	SFG20	88-XX – Fire and Security (3 regimes – 88-05/42/43)
	SFG20	88-XX – Grounds, Car Parks, Service Yards and Landscaping (15 regimes – 88-03/06/11/16/26/27/46/48/51/58/62/63/66/68/69)
	SFG20	88-XX – Inspections (3 regimes 88-01/04/08)
	SFG20	88-XX – Internal Elements (14 regimes – 88-14/18/19/20/34/35/39/40/44/50/53/54/59/65)
	SFG20	88-XX – Miscellaneous (4 regimes – 88-21/49/56/57)
	SFG20	88-XX – Roof, Chimneys and Skylights (9 regimes – 88-10/15/23/28/29/30/31/52/55)
	NRM3	RICS New Rules of Measurement 3



## 1.0 **OBJECTIVES**

Building fabric refers to the structural and decorative materials, surfaces, insulation and fixtures that form the building itself such as the walls, floors, roof, windows, doors, external cladding and finishes. Building fabric plays a critical role in how the building operates. It protects the interior from external weather conditions, provides safety and importantly, helps manage the inside temperature, moisture and humidity.

The objectives of this standard are:

- (i) The establishment and maintenance of minimum standards for the condition and maintenance of building fabric assets.
- (ii) The provision of a framework to assist procurement programmes and users in establishing the requirements for Supplier delivery.

## 2.0 **SCOPE**

This equipment maintenance standard provides the requirements for the maintenance of the following asset groups:

- External elements includes (but is not limited to):
  - External walls and cladding
  - Structural elements
  - Fences, railings and boundary walls
  - Public area waiting shelters
  - Steps, stairs, ramps, balustrades and handrails
  - Transportable office and storage buildings
  - Windows internal and external
  - External decorations inc. rainwater downpipes and gutters
  - Flagpoles
  - Cycle shelters / ground mounted cycle stands
  - Footbridges, small vehicle bridges and culverts
  - Window grilles/cages/security bars
  - Curtain walls
- Doors, gates and barriers includes (but is not limited to):
  - Turnstiles
  - Controlled entry gates and barriers
  - Doors general/automatic/steel
  - Non-automated gates
  - Vehicle access and boundary control
- Fire and security includes (but is not limited to):
  - Fire doors
  - Building security
  - Fire escape external staircases
  - Firestopping and passive fire protection
- Drainage includes (but is not limited to):
  - Grease traps
  - Petrol interceptors in car parks
  - Rainwater drainage
  - Service drainage
  - Drainage – surface water balancing pond
- Hard Landscaping - grounds, car parks, service yards and landscaping includes (but is not limited to):

- Boundary vegetation and landscaping
- Car parks
- External ground services
- Goods/service yards
- Ramp decks and ramp supports
- Winter road treatment
- Barriers and safety/hand rails
- Internal elements – walls floors and ceiling includes (but is not limited to):
  - Floors and floor finishes
  - Internal painting and decoration
  - Interior walls and ceilings
  - Load bearing walls – internal
  - Timber maintenance platform
  - Toilet and shower areas
  - Access panels and hatches
  - Bird and vermin control
  - Fittings, furnishings and equipment
  - Operable walls
  - Suspended ceilings
  - Accessing ceiling voids
  - Window restrictors
  - Internal window blinds
- Miscellaneous includes (but is not limited to):
  - Motorised blinds
  - Laundry and refuse chutes
  - Vehicle washing plant
  - Mechanical heritage clocks
- Roof, chimneys and skylights includes (but is not limited to):
  - Glazed roof/glazed roof sections/glass canopies
  - Pitched and barrel roofs
  - Roof and canopy fall protection systems
  - Roof coverings and flashings
  - Roof features and chimneys
  - Skylights and openings
  - Siphonic roof drainage
  - Cleaning and roof walkways

### 3.0 **REQUIRED OPERATING REGIME**

Not applicable to this asset group.

### 4.0 **MAINTENANCE STRATEGY**

All fabric assets will be maintained in accordance with the relevant SFG20 regime and in order to ensure, at all times:

- Are structurally sound;
- Are watertight;
- Are fit for purpose;
- Are of good condition;
- Are of good appearance without serious discoloration or marking;
- Are operating in an efficient manner in accordance with design parameters to ensure the comfort and safety of occupants; and
- Are safe and secure



When maintaining fabric assets, the Supplier shall consider the sustainability objectives of the Authority and the longer-term requirement to improve both insulation standards and air leakage from buildings. Where this is applicable, the Supplier shall identify potential improvements to the Authority for consideration.

The following sections define the standard of maintenance for specific asset groups.

## **4.1 External Structures**

### **4.1.1 Building Finish and Structures**

These assets shall be maintained in accordance with SFG20 88-12, External Walls and Cladding. The Supply Chain shall ensure that all building structures and finishes, i.e. walls, brickwork, rendering, cladding etc. are of good appearance, safe, secure and protect against the elements.

The Supply Chain shall carry out a risk assessment for each individual premises within the Authority's Estate, in liaison with DWP's Asset Management team recognising the environmental impact of the area on the building to determine the frequency of the inspection of the external walls and cladding systems. The subsequent PPMs shall then be set for an agreed frequency, dependent upon the level of building and personal safety risk.

In accordance with SFG20 88-04 the contractor shall carry out a visual inspection on an annual basis and provide a report annually to the client. For avoidance of doubt task 88-04-24 'Structural Inspection'(5 yearly) shall be undertaken by a qualified chartered structural engineer with the output report being a that of a standard structural survey report but shall draw out in the executive summary the current condition, remedial requirements, further investigation requirements and recommendations. Where dangerous conditions are discovered via either the visual inspection or the 5 yearly inspection, the surveyor shall contact the Authority immediately and make recommendations verbally to ensure the safety of the property, occupants, and visitors.

The Supplier shall, on an ad-hoc basis when requested by the Authority, provide a professional structural survey service on an emergency basis to inspect premises following storms or other such damage. The Supplier shall have the capability of carrying out an immediate review of structural integrity to determine if the building and surrounding areas (paths/roads etc.) are safe and if the premises are safe to occupy pending remedial works. This review shall be completed and the output (decision on structural integrity of the premises, safe or otherwise to occupy and any remedial works required) provided to the Authority by the Supplier within 3 working days of request.

### **4.1.2 Windows, Frames and External Glazing**

These assets include various types of windows e.g. aluminium, uPVC, steel frame, timber, external sliding sills and covers. These windows shall be maintained in accordance with SFG20 88-38, Windows Internal and External. The Supplier shall, prior to 6 months post mobilisation, compile a full register of all windows on each of the premises, each having a unique identifying number (site number-unique reference number, for example 62002-001) that is physically tagged on each window. The Supply Chain shall ensure that all windows, frames and external glazing meet the following standard:

- Impervious to water penetration;
- Open easily to allow adequate ventilation, where required;



- Free of draughts when closed;
- Capable of being secured in accordance with security standards;
- Have window fittings and furniture that operate correctly; and
- Contain glazing that is intact and undamaged.

Regular inspection of windows (SFG20, 88-38) will identify at an early stage any defect that shall be raised as remedial work orders. For timber frames, painting/varnishing should be considered as part of the remedial scope of work to prolong the life of the window frames. For aluminium and UPVC frames, washing the window frames with soapy water at frequent intervals (to be agreed with the Authority and preferably at the same time as external window cleaning) to avoid the accumulation of dirt with prevent corrosion / staining.

#### **4.1.3 Roof, Guttering and Downpipes**

These assets shall be maintained in accordance with the relevant instruction sets in SFG20 (e.g. 88-29, Roof Coverings and Flashings or 48-07 for Rainwater Downpipes and Gutters). The Supply Chain will ensure that the roof will, at all times, provide full protection and insulation from the ingress of wind, water and other elements. All roof drainage systems, gutters, downpipes and connecting below ground drainage shall be kept clear and free flowing. In addition, rainwater collection and dispersion will allow the efficient run-off of water and snowmelt.

In the event of a roof leaking, a surveyor/roofing contractor should be engaged to do an inspection as soon as possible. Where the area of the leak is obvious, remedial action such as covering it with polythene sheeting should be done as soon as possible. Any ingress of water due to a failed roofing system shall be addressed in accordance with the work order priority. Any damage to the internal fabric elements due to water ingress will be made good by the Supplier as soon as practically possible, i.e. once the leak is contained.

For any works carried out at height, photographs shall be taken by the Supplier to demonstrate completion. For example, 6 monthly gutter inspection and cleaning should include a report with photographs showing before and after debris has been cleared.

#### **4.1.4 External Doors**

These assets shall be maintained in accordance with the relevant instruction sets in SFG20 (e.g. 88-09 – Doors General/Automatic/Steel). The Supplier will ensure that all external door furniture, fixtures and fittings achieve the access, egress and access control requirements of the Department and will be:

- Impervious to water penetration;
- Free of all draughts when closed;
- Open easily when unlocked/required;
- Capable of being secured in accordance with security standards;
- Have fittings and furniture that operate correctly; and
- Where appropriate, contain glazing that is intact and undamaged.

#### **4.1.5 External Elements**

These assets shall be maintained in accordance with the relevant instruction sets in SFG20. The Supplier will ensure that all external hard assets shall be maintained to at least the standard of the original design.

Fences, railings, boundary walls, waiting shelters, steps, stairways, ramps, balustrades, handrails, bollards, cycle shelters and cycle racks shall be:

- structurally sound;
- fit for purpose;
- of good condition;
- of good appearance without serious discoloration, marking, cracking, damage, surface deterioration or distortion;
- are safe and secure
- where minor decoration is required to maintain the appearance and integrity of the element this should be undertaken as part of this task

#### **4.1.6 External Hard Landscaping**

These assets shall be maintained in accordance with the relevant instruction sets in SFG20. The Supplier will ensure that all external hard assets shall be maintained to at least the standard of the original design.

The Supplier shall ensure that adequate and easily identifiable access arrangements are made for pedestrian, bicycle and vehicular traffic. Car parking bays must be clearly designated with painted lines.

External ground surfaces, yards, car parks, ramps, pedestrian walkways and roads shall be:

- structurally sound without pot holes, surface debris or cracks;
- fit for purpose;
- of good condition;
- of good appearance; and
- are safe and secure, free of trip hazards

#### **4.1.7 Drainage**

These assets shall be maintained in accordance with the relevant instruction sets in SFG20 (88-17, 88-25, 88-32 and 88-71) The Supplier will ensure that all drainage systems are:

- Structurally sound;
- Of good condition and free of settlement, cracking, spalling or poor condition joints;
- Have appropriate grates, lids, manhole covers;
- Free from debris, silt, leaves, litter/rubbish, sediment, moss and vegetation; and
- Free flowing

#### **4.1.8 Flagpoles**

These assets shall be maintained in accordance SFG20 88-45 instruction. The Supplier will ensure that all flagpoles are:

- Structurally sound;
- Of good condition and free from damage, cracking, corrosion and rope fraying;
- Foundations are sound with no missing, loose, damaged or corroded anchor bolts, bases, wall brackets and fixings;
- Flag raising and lowering system is operational;



- Pulley system is in good condition and operational;
- Flag is clean and free of defects and securely fitted to the raising system.
- Tested routinely in accordance with the statutory SFG20 inspection regime.

#### **4.1.9 Signage**

The Supplier shall ensure that all external signage is clear, legible and structurally sound. Where new or replacement signage is required, the Supplier will observe the current scheme with regard to style, colour scheme and size unless otherwise agreed with the Department.

#### **4.1.10 Bird Excrement/Guano**

Serious health risks arise from disease organisms that can grow in the nutrient rich accumulations of bird/bat faeces, feathers and debris as well as the detrimental impact these substances have on the structure and heating/cooling components of a building. The Supplier shall carry out a risk of assessment of each facility to determine where the SFG20 regime, 87-33, is required and shall plan appropriate PPMs accordingly. The SFG20 regime is set by default to amber to maintain business critical assets and the frequency of 6 months has been set, with the PPMs being carried out in early autumn and late winter. This should help to reduce the impact of bird nesting activities and avoid any delays to seasonal changeover of heating and ventilation systems.

## **4.2 Internal Fabric Assets**

All internal fabric assets shall be inspected and maintained in accordance with the SFG20 applicable regime, as below:

88-14 – Floors and Floor Finishes  
 88-18 – Internal Painting and Decoration  
 88-19 – Interior Walls and Ceilings  
 88-20 – Load Bearing Walls – Internal  
 88-34 – Timber Maintenance Platform  
 88-35 – Toilet and Shower Areas  
 88-39 – Access Panels and Hatches  
 88-40 – Bird and Vermin Control  
 88-44 – Fittings, Furnishings and Equipment  
 88-50 – Operable Walls  
 88-53 – Suspended Ceilings  
 88-54 – Accessing Ceiling Voids  
 88-59 – Window Restrictors  
 88-65 – Internal Window Blinds  
 88-09 – Doors General/Automatic/Steel

The Supplier shall ensure the following standards are met:

### **4.2.1 Floors**

The Supplier shall ensure that all floors are safe, structurally sound, secure, and free of trip hazards and damage.

### **4.2.2 Partitions, Internal Walling Systems & Desk Screens**

The Supplier shall ensure that all partitions, internal walls and desk screens are safe, structurally sound, and free of damage. Walls shall be of good appearance without

serious discoloration or marking. Desk screens shall be routinely checked (monthly) and bolts/grub screws re-tightened as required.

#### **4.2.3 Doors**

The Supplier shall ensure that all internal doors including all door furniture, fixtures and fittings meet the access and egress and access control requirements of the Department. All doors, door furniture, fixtures and fittings must operate effectively to design. All doors shall:

- Open easily when unlocked/required.
- Be capable of being secured in accordance with security standards.
- Have fittings and furniture that operate correctly; and
- Where appropriate, contain glazing that is intact and undamaged.

#### **4.2.4 Ceilings**

The Supplier shall ensure that all ceilings are safe and secure and in accordance with the original design. The Supplier shall ensure that all ceilings:

- Are structurally sound.
- Are of good condition.
- Are of good appearance without serious discoloration or marking.
- Are safe and secure.
- Are free from movement, bulging, loss of bond etc.
- Are free from staining, damp, or mould growth.
- Plaster/plasterboard is free from damage, cracking, spalling, dampness, staining and mould growth.

#### **4.2.5 Internal Finishes**

The Supplier will provide and install all materials required to maintain the internal finishes of the Sites in a good state of repair and appearance. When internal finishes are to be replaced, the Supplier shall agree all colour and design schemes with the Department.

#### **4.2.6 Floor Coverings**

The Supplier shall ensure that all floor coverings are such that they are safe and generally free from physical defects having regard to their location within the Site. The assessment of the condition of floor covering shall consider, as appropriate, the extent to which floor coverings are:

- Permanently dirty and/or stained.
- Incorrectly fitted.
- Physically damaged (cut, scraped and holed).
- Outside the manufacturer's guaranteed standards (with reference to pile thickness, antistatic performance).
- Visibly defective.
- Inconsistent in appearance within the area concerned; and
- Otherwise in accordance with the original design.

#### **4.2.7 Blinds, Curtains, Other Fabrics, Wall Coverings and Decorative Surfaces**

The Supplier shall ensure that all blinds, curtains, other fabrics, wall coverings and decorated surfaces are such that they are of an appearance and condition appropriate



to the location within the Site. The assessment shall consider, as appropriate, the extent to which they are:

- Permanently dirty and/or stained.
- Physically damaged.
- Defective in attachment to substrate surfaces.
- Visibly defective; and
- Otherwise in accordance with the original design.

The Department will take account of the extent and location of any defect when assessing compliance with the above standard.

#### **4.2.8 Internal Signage**

The Supplier shall ensure that all integrated and co-ordinated systems of internal signage, including directional signs, door numbering, names plates and door signs are clear and legible and at all times reflect the operational requirements of the occupants and the building design and layout. Fire exit signage shall be inspected and maintained in accordance with SFG20, 87-09 (Fire Exit Signage).

Where new or replacement signage is required, the Supplier will observe the current scheme with regard to style, colour scheme and size unless otherwise agree with the Department.

#### **4.2.9 Fire Doors**

The Supplier shall maintain all fire doors in accordance with SFG20, 23-17 (Fire Doors) and in accordance with DWP Estates Equipment Maintenance Standard for Fire Protection Systems.

#### **4.2.10 Passive Fire Protection**

The Supplier shall inspect and maintain the passive fire protection systems (fire stopping and passive fire protection) in accordance with SFG20, 88-43 (Firestopping and Passive Fire Protection) and DWP Estates Equipment Maintenance Standard for Fire Protection Systems. The Supplier shall note and action the trigger event inspections defined in SFG20, 88-43, i.e. on construction complete, on commencement of new contract, on a new service installation or replacement, on major refurbishment and on building safety case review.

#### **4.2.11 Fire Escape External Staircases**

The Supplier shall ensure that external fire escape staircases are safe and available at all times to provide a means of escape from the building. The Supplier shall inspect and maintain fire escape external staircases in accordance with SFG20, 88-42 (Fire Escape External Staircases).

The frequency of the condition survey of the external staircases shall be determined by the Supplier, in liaison with the Authority's Technical Fire Specialist, through a risk assessment process and included in the PPM schedule at the agreed frequency. This is a statutory task shown in 88-42 as a OU frequency task.



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**5.0 ADDITIONAL REQUIREMENTS/NOTES**

When working on any element of the fabric of a building, the Asbestos Register shall be reviewed to determine the presence of any Asbestos Containing Materials (ACM) in order that appropriate control measures can be implemented.

Where a reactive repair is required, the Supplier shall ensure that appropriate measures are undertaken as part of the immediate make safe response. This could include, for example, removal of debris, cordoning of unsafe areas, erecting barriers, temporary shoring, scaffold netting, boarding up etc.

**6.0 DELIVERY**

All works on internal and external building fabric shall be carried out with minimal disruption to the building occupants. Consideration shall be given to the generation of dust, odours and noise when planning an appropriate time to undertake work on fabric assets.

**7.0 REQUIRED SPARES AVAILABILITY**

Not applicable to this technical standard.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

Not applicable to this technical standard.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to document works and SFG20 tasks completed, in particular the types, make/manufacture and colour of the applicable materials used (e.g. flooring tiles, paint colours, blinds installed etc.).

There will be a requirement to complete and issue certification including but not limited to, commissioning certificates, service sheets, SFG maintenance task sheets and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

Where structural works and/or technical works are carried out (e.g., roof repairs etc.), there will be a requirement to complete and issue certification including but not limited, completion certificates, repair reports and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the work order number.

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**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on fabric assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that personnel dispatched to undertake works on fabric assets have the correct competency to work on the asset. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.



<b>FANS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b>Original Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b>Last Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (Amended):	<b>This Issue Date</b> 05 May 2023
<b><u>SUPERSEDES:</u></b>		
<b><u>Originator</u></b>		<b><u>Document Approval</u></b>
<b>Redacted</b>		<b>Redacted</b>
Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023		Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023

**REFERENCES:**

SFG20	20-02 – Ventilating Fans – General – Latest version of SFG
SFG20	20-03 – Centrifugal Fans – Latest version of SFG
SFG20	20-04 – Axial Fans – Latest version of SFG
SFG20	20-05 – Propeller Fans – Latest version of SFG
SFG20	20-06 – Mixed Flow fans – Latest version of SFG
SFG20	20-07 – Bifurcated Fans – Latest version of SFG
SFG20	20-08 – Extract Fans General – Latest version of SFG
SFG20	20-11 – Extract Fans – Twin Toilet – Latest version of SFG
SFG20	20-12 – Fans – Window or Wall Mounted – Latest version of SFG
SFG20	59-06 – Terminal Units – Fan Coil – Latest version of SFG
SFG20	BS 7671:2018+A1:2020. Requirements for Electrical Installations.
	IET Wiring Regulations.
	IET Code of Practice for in-service inspection and testing of electrical equipment
	BS EN 15780:2011 Ventilation for buildings. Ductwork. Cleanliness of ventilation systems
	Control of Substances Hazardous to Health Regulations (Northern Ireland) 2003
	Control of Substances Hazardous to Health Regulations 2002 (COSHH) and 2003 and 2004 amendments
	L24 Workplace health, safety and welfare. Workplace (Health, Safety and Welfare) Regulations 1992. Approved Code of Practice and guidance
	TR19® (BESA): Guide to Good Practice - Internal Cleanliness of Ventilation Systems
	TR19® (BESA): Grease Specification for Fire Risk Management of Grease Accumulation within Kitchen Extraction Systems
	Workplace (Health, Safety and Welfare) Regulations (Northern Ireland) 1993
	Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)

## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure accessibility to units for maintenance is considered and addressed during planning of activities
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

The maintenance system should seek to improve the efficiency of the system and realise the full asset life.

## **2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Fans
- Fan Coil Units

## **3.0 REQUIRED OPERATING REGIME**

Fans to be operated in accordance with the design standard in support of the efficient operation the main systems these ancillary components supply.

## **4.0 MAINTENANCE STRATEGY**

All fans will be maintained in accordance with the latest version of SFG20 (relevant SFGs included in this document), where applicable. The SFG20 applied should be the latest standard available and in accordance with Manufacturers' instructions.

## **5.0 ADDITIONAL REQUIREMENTS/NOTES**

The Supplier shall identify all assets within this asset group that are of a "Sealed for Life" design and make recommendations to the Department to amend the maintenance regimes for these units to "fix on fail".

Where fans within this group are situated in ductwork, they shall be cleaned as part of the TR19 Ductwork Cleaning regime.

The Supplier shall ensure appropriate consideration of the location of the assets where these are installed within fire compartmentation systems. The impact of any associated works shall consider the fire integrity of the building and addressed accordingly.

## **6.0 DELIVERY**

All works on fans shall be carried out causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system.

**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on mechanical and electrical assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.





<b>FIRE ALARMS AND ASSOCIATED SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X  <b>Re-Issue:</b> (No change):  <b>Re-Issue:</b> (Amended):	<u><b>Original Issue Date</b></u> 05 May 2023  <u><b>Last Issue Date</b></u> 05 May 2023  <u><b>This Issue Date</b></u> 05 May 2023
<b><u>SUPERSEDES:</u></b> None		
<u><b>Originator</b></u>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: Technical Fire Specialist Originated date: March 2023	<u><b>Document Approval</b></u>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date:	

#### **REFERENCES**

SFG20	SFG20 schedule
BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises	BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises
BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.	BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.
BS 9999:2017 Fire safety in the design, management and use of buildings. Code	BS 9999:2017 Fire safety in the design, management and use of buildings. Code of practice

of practice	
Building Regulations (Northern Ireland) 2012 (Part E)	Building Regulations (Northern Ireland) 2012 (Part E)
Building Regulations 2010 Approved Document B: Fire Safety, Volume 1 and Volume 2 plus amendments	Building Regulations 2010 Approved Document B: Fire Safety, Volume 1 and Volume 2 plus amendments
Building Standards (Scotland) Regulations	Building Standards (Scotland) Regulations
Fire (Scotland) Act 2005	Fire (Scotland) Act 2005
Fire And Rescue Services (Northern Ireland) Order 2006	Fire And Rescue Services (Northern Ireland) Order 2006
Fire Safety (Scotland) Regulations 2006	Fire Safety (Scotland) Regulations 2006
Fire Safety Regulations (Northern Ireland) 2010	Fire Safety Regulations (Northern Ireland) 2010
IET Code of Practice for in-service inspection and testing of electrical equipment	IET Code of Practice for in-service inspection and testing of electrical equipment
PD CEN/TS 54-14:2018 Fire detection and fire alarm systems. Guidelines for planning, design, installation, commissioning, use and maintenance	PD CEN/TS 54-14:2018 Fire detection and fire alarm systems. Guidelines for planning, design, installation, commissioning, use and maintenance
Regulatory Reform (Fire Safety) Order 2005	Regulatory Reform (Fire Safety) Order 2005

## 1.0 **OBJECTIVES**

It is important that any outbreak of fire in premises is detected at an early stage in order that the occupants once alerted can commence evacuation of the premises as soon as possible. There should also be a means so that anyone in the building who discovers a fire, can alert others to the existence of the fire and this should include arrangements for calling the fire and rescue service. The benefit of early warning of a fire will increase the probability of the safe evacuation of the building and will assist owners and occupiers of buildings in formulating their fire safety policy and emergency fire action plan.

The objectives of this standard are to ensure that:



- All fire safety equipment, installations and systems (including fire detection systems, automatic suppression systems, door control mechanisms, smoke control systems, evacuation and fire-fighting lifts, emergency lighting, stand-by power systems, escalators and all passive fire protection provisions) are inspected and tested on a regular basis by a competent person.
- An effective preventive maintenance program is put in place to minimise system failures.
- All tests on equipment and trigger devices are recorded appropriately.
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure Statutory Compliance requirements are achieved.
- Ensure all legal obligations are met.
- To ensure the establishment and maintenance of an accurate asset database.

## **2.0     SCOPE**

This strategy contains recommendations and requirements for the preventative and corrective maintenance of, and keeping of records for:

- Fire Alarm - Voice Alarm Systems
- 22-04: Aspirating Smoke Detection (ASD) Systems
- 22-05: Fire Alarm Installations - Grade A Systems
- 22-06: Fire Alarm Installations - Grade C Systems
- 22-07: Fire Alarm Installations - Grade D1/D2 Systems
- 22-08: Fire Alarm Installations - Grade F1/F2 Systems
- 22-09: Fire Alarm Installations - Category L1 Systems
- 22-10: Fire Alarm Installations - Category L2 Systems
- 22-11: Fire Alarm Installations - Category L3 Systems
- 22-12: Fire Alarm Installations - Category L4 Systems
- 22-13: Fire Alarm Installations - Category L5 Systems
- 22-14: Fire Alarm Installations - Category M Systems
- 22-15: Fire Alarm Installations - Category P1 Systems
- 22-16: Fire Alarm Installations - Category P2 Systems
- 87-05: Fire Alarm System – Weekly, 3 Monthly and Annual Testing

## **3.0     REQUIRED OPERATING REGIME**

All Fire Detection and Alarm Systems have been installed to comply with all relevant European Standards, British Standards, Codes of Practice, Health & Safety, and other relevant governing legislation.

All specialist proprietary material and fixings are to be used strictly in accordance with the manufacturer's specifications and recommendations.

All system components have been installed in line with manufacturers recommendations including use of appropriate accessories, where appropriate. The design solution and configuration provided meets the needs for DWP (Department of Work and Pensions) to be reasonably assured that in the event of an outbreak of fire within a building the occupants will be alerted to the fire situation in a timely manner.

All fire alarm and interrelated systems, including fire detection systems, automatic suppression systems, door control mechanisms, smoke control systems, evacuation and fire-fighting lifts, emergency lighting, stand-by power systems, escalators and all passive fire protection provisions are to be inspected and tested on a regular basis by a competent person, in accordance with the applicable SFG20 regime. Alterations, additions, repairs or modifications to services and equipment should be carried out only by competent persons.

All equipment additions and decommissioned equipment shall be recorded on the asset Register by the FM Supplier.

The nominated building responsible person should ensure that fault indications at the panel are identified for appropriate action. It is vital that regular tests be carried out to ensure that there has not been any major failure of the entire system or a significant part of the system. Any faults identified should be reported immediately via the CAFM and appropriate corrective actions identified and implemented.

The system should be left fully operational at the end of any testing including the resetting of any interlocks with plant and devices.

#### **4.0 MAINTENANCE STRATEGY**

All Fire Detection and Alarm Systems should be maintained in line with the recommendations in BS 5839 – 1 and the maintenance and testing regime employed should conform with the standards prescribed in the latest version of SFG 20.

#### **5.0 ADDITIONAL REQUIREMENTS/NOTE**

Where connected for remote fire alarm monitoring, the fire alarm monitoring must be put on test with the Security Control Centre. When the test is completed, the testing must be confirmed with the Security Control Centre and the system taken off test.

All equipment linked to the fire alarm system should be identified and documented in the site specific cause and effect document. The Supplier shall review and update the cause and effect document on a regular basis and following any changes to the system configuration.

The Supplier shall test and maintain all equipment/assets linked to the fire alarm system and all interfaces.

BS5839 break-glass detection units tested should be rotated throughout the building preventing the same device from being tested each week. In addition and in



accordance with BS - 7273 part 4, the green break glass call points (used to deactivate electronic doors) shall also be tested on a weekly basis. These devices should be tested in a similar manner to regular break glass call points, as in be incorporated into the weekly fire alarm test with each actual unit tested on a rotational basis. The log book record of the test shall also include details of the device tested including the location.

Evidence of completed PPM's must be provided in the form of SFG20/alternative standard PPM (Planned Preventative Maintenance) task sheet and signed certificates (where applicable) that details all checks carried out. This shall be accompanied by photographic and or printed reports to support the findings of the PPM/inspection.

During each PPM visit and reactive maintenance visit, the asset data shall be validated by the Supplier (and the Supplier's Subcontractor) and any errors and/or omissions in the data identified and provided to the Supplier for update of the CAFM.

Any assets/drawings that are found to be incorrect are to be identified and information shared with the Department. Any modifications that are required are to be approved and any O&M's/Drawings are to be updated.

All warranty information for any assets are to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified.

## **6.0 DELIVERY**

Sufficient spares should be carried by the individual carrying out a PPM to ensure a replacement of failed/unsatisfactory assets and/or components can be made during the PPM visit, i.e., the first-time fix approach.

Where an asset cannot be replaced/repaired during the PPM this must be noted on the PPM certificate and raised as a remedial work order linked to the original PPM work order.

All works on Fire Detection and Alarm Systems shall be carried out causing minimal disruption to the Business, any exceptions shall be investigated on a case-by-case basis.

## **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified, tracked (including costs incurred by the Department and hence ownership of the asset) and amended as required and that appropriate records are held to track the location of spares held.

For all sites the Supplier should retain the following spares across the Estate for deployment during PPMs and reactive works - batteries, break glass units' replacement glass.

#### **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All faults, failures and issues with the Fire Detection and Alarm System will in the first instance be reported to the helpdesk for the creation of a work order. The workorder will then be processed through to the appropriate service supplier for corrective/remedial action to be taken. If the fault/failure is discovered during the scheduled PPM this will be rectified immediately and documented on the PPM certificate and/or a remedial work order be generated. Given the safety critical nature of this asset appropriate risk control measures should be identified and implemented as a matter of priority.

#### **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited to, commissioning certificates, service sheets, SFG maintenance task sheets, certification, Minor Electrical Installation Works Certificate (MEIWC) and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the relevant work order.

##### **9.1 System record**

A system record will have been generated at installation and may include previous information from the system design specification. This shall be kept up to date and shall be available to the maintenance technician for each maintenance (PPM, remedial and reactive) visit.

##### **9.2 Historical record**

A historical record with the date of every visit, any faults found, and the action taken shall be kept. Details of every fault reported to the Supplier shall be included, together with details of any action taken, and, if known, the cause. This information shall be kept for the duration of the Supplier's contract.

##### **9.3 Preventative maintenance record**



The results of a preventative maintenance inspection shall be entered on a maintenance visit record. A copy of the record shall be uploaded via the CAFM and attached to the PPM work order. This information shall be kept for the duration of the Supplier's contract.

#### **9.4 Corrective maintenance record**

There shall be a record of the date and time of receipt of each request for emergency service, together with the date and time of completion of corrective maintenance and the necessary action(s) carried out. This shall be provided in the Supplier's CAFM. This information shall be kept for the duration of the Supplier's contract.

*NOTE: If a preventative maintenance inspection is made at the same time as the corrective maintenance visit, separate visit records should be completed.*

#### **9.5 Temporary disconnection record**

There shall be a record of any temporary disconnection of the system or of any component part(s) of it. This shall identify which part(s) of the system and the associated equipment is not operable. The reason for the disconnection and the date and time of disconnection and of subsequent reconnection shall be given.

### **10.0 COMPETENCY AND TRAINING**

The Supplier and their Sub-Contractors shall be certified by a recognised third-party certification provider, the certification body offering this accreditation needs to have been validated by UKAS – the United Kingdom Accreditation Service.

A non-exhaustive list of such Third Party Certification providers is provided below:

- The National Security Inspectorate (NSI)
- The Security Systems and Alarms Inspection Board (SSAIB)
- The British Approval for Fire Equipment (BAFE)

The Supplier and their Sub-Contractors shall provide evidence of this certification and of the qualifications and competence levels of their Fire Alarm Engineers upon request from the DWP.



<b>FIRE PROTECTION SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b><u>Original Issue Date</u></b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b><u>Last Issue Date</u></b> 05 May 2023
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<b><u>SUPERSEDES:</u></b>		
<b><u>Originator</u></b>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: Fire Technical Specialist Originated date: March 2023	<b><u>Document Approval</u></b>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: ENTER DATE	

## **REFERENCES**

SFG20 – 82-10, 23-17, 88-42, 88-43, 23-16, 83-11, 87-02, 87-05, 87-06, 87-07, 87-08, 87-09, 87-21, 87-35, 104-10, 104-23, 105-10, 105-23, 16-06, 16-07, 16-08, 22-XX (14 regimes), 23-XX (30 regimes)

BS 5306-0:2020 Fire protection installations and equipment on premises. Guide for selection, use and application of fixed firefighting systems and other types of fire equipment

BS 5306-1:2006 Code of Practice for fire extinguishing installations and equipment on premises. Hose reels and foam inlets

BS 9999:2017 Fire safety in the design, management and use of buildings. Code of practice

BS EN 671 - 3: 2009 Fixed firefighting systems. Hose systems. Hose reels with semi-rigid hose

Fire (Scotland) Act 2005

Fire And Rescue Services (Northern Ireland) Order 2006

Fire Safety (Scotland) Regulations 2006

Fire Safety Regulations (Northern Ireland) 2010

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Regulatory Reform (Fire Safety) Order 2005

BS 7273-1:2006 Code of Practice for the operation of fire protection measures. Electrical actuation of gaseous total flooding extinguishing systems

BS EN 15004-1:2019 Fixed firefighting systems. Gas extinguishing systems. Design, installation and maintenance

Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010

Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009

Controls on Ozone-Depleting Substances Regulations (Northern Ireland) 2011

Dangerous Substances & Explosive Atmospheres Regulation (DSEAR) 2002

Dangerous Substances and Explosive Atmospheres Regulations (Northern Ireland) 2003

F-Gas Regulation No. 517/2014 on fluorinated gases

FETA - Guidance on Risk Assessments for compliance with Dangerous Substances and

Explosive Atmospheres Regulations (DSEAR)

Fluorinated Greenhouse Gases (Amendment) Regulations 2018

Fluorinated Greenhouse Gases Regulations (Northern Ireland) 2015 and 2018 Amendments

L138 - Dangerous Substances and Explosive Atmospheres Regulations 2002. Approved Code of Practice and guidance

Ozone-Depleting Substances Regulations 2015

REFCOM Technical Guidance documents

UK Government Guidance on Fluorinated gases (F gases)

BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises

BS EN 13565-2:2018 Incorporating corrigenda April 2019 and May 2021 - Fixed firefighting systems. Foam systems - Design, construction and maintenance

FIA Guidance Note: Pollutants in water-based fire extinguishers. Guidance for end users

BS 5306-3:2017 Fire extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers. Code of practice

BS EN 3-7:2004+A1:2007 Portable fire extinguishers. Characteristics, performance requirements and test methods



BS EN 3-8:2006 Portable fire extinguishers

BS EN 3-9:2006 Portable fire extinguishers. Pressure resistance of CO2 extinguishers

BAFSA BIF 16B Sprinkler System Maintenance to BS EN 12845

BS 7273-3:2008 Code of practice for the operation of fire protection measures. Electrical actuation of pre-action watermist and sprinkler systems

BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.

BS EN 12845:2015+A1:2019 Fixed firefighting systems. Automatic sprinkler systems. Design, installation and maintenance guidance.

BS EN 60079-29-2:2015 Explosive atmospheres. Gas detectors. Selection, installation, use and maintenance of detectors for flammable gases and oxygen.

BS 7273-1:2006 Code of Practice for the operation of fire protection measures. Electrical actuation of gaseous total flooding extinguishing systems.

BS 8214:2016 Timber-based fire door assemblies – Code of practice

BS EN 15276-2:2019 Fixed firefighting systems. Condensed aerosol extinguishing systems. Design, installation and maintenance.

BS 9990:2015 Non automatic firefighting systems in buildings. Code of Practice

The Fire Safety (England) Regulations 2022 – Guidance

## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management is in accordance with good practice and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations and manufacturer's requirements.
- Ensure all legal obligations are met.

## **2.0 SCOPE**

This strategy contains recommendations and requirements for the preventative and corrective maintenance of, and keeping of records for

- Fire Hose Reels - Pressure Boosting Sets
- Fire Hose Reels - Static or Swinging

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- Gas Extinguishing Systems
  - Fire Extinguishing System - Carbon Dioxide Total Flooding
  - Fire Extinguishing System - Expansion Foam Systems
  - Fire Extinguishers - Gas Suppression (Portable)
  - Fire Extinguishers - Carbon Dioxide
  - Fire Extinguishers - Foam (Stored Pressure) - Basic Service Procedure
  - Fire Extinguishers - Powder (Gas Cartridge) - Basic Service Procedure
  - Fire Extinguishers - Water (Gas Cartridge) - Basic Service Procedure
  - Fire Extinguishers - Water Stored Pressure - Basic Service Procedure
  - Fire Blankets
  - Sprinkler Systems
  - Gas Detection/Flammable
  - Kitchen Hood Fire Suppression
  - Fire Doors
  - Fire Shutters
  - Fire Extinguishing System – Condensed Aerosol Total Flooding
  - Fire Extinguishers - Foam (Stored Pressure) - Extended Service Procedure
  - Fire Extinguishers - Powder (Gas Cartridge) - Extended Service Procedure
  - Fire Extinguishers - Water (Gas Cartridge) - Extended Service Procedure
  - Fire Extinguishers - Water Stored Pressure - Extended Service Procedure
  - Fire Hydrants
  - Rising Fire Mains - Dry Risers
  - Rising Fire Mains - Wet Risers
  - Fire Extinguishers - Powder (Stored Pressure) - Basic Service Procedure
  - Fire Extinguishers - Powder (Stored Pressure) - Extended Service Procedure
  - Fire Extinguishers - Specialist Powder (Stored Pressure) - Basic Service Procedure
  - Fire Extinguishers - Specialist Powder (Stored Pressure) - Extended Service Procedure
  - Fire Extinguishers - Wet Chemical (Stored Pressure) - Basic Service Procedure
  - Fire Extinguishers - Wet Chemical (Stored Pressure) - Extended Service Procedure
  - Video Flame Detector (VFD) and Detection Systems
  - Video Smoke Detection (VSD)
  - Secure Information Boxes
  - Wayfinding Signage
  - Evacuation Alert Systems

### **3.0 REQUIRED OPERATING REGIME**

Fire Protection Systems are safety critical and therefore it is imperative that equipment faults are rectified as soon as possible. If this cannot be done straight away and the equipment will be unavailable for use, consideration should be given of the need to inform the fire and rescue service. This assessment shall be carried out by DWP's Fire Technical Specialist. Warning notices should be posted at appropriate locations within the building and staff informed of any increased level of risk to which they may be exposed, a review of the FRA may be required, dependent upon the nature and criticality of the equipment failure.

All Fire Protection Systems, including (but not limited to) Hydrants, Rising Mains, Fire Extinguishing Systems, Hose Reels, Fire Extinguishers, Sprinklers and Flame and Smoke Detection Systems are to be inspected and tested on a regular basis by a competent person and in accordance with the applicable SFG20 regime. Alterations,

additions, repairs or modifications to services and equipment should be carried out only by competent persons.

All equipment additions and decommissioned equipment should be recorded on the asset Register by the Supplier.

#### **4.0 MAINTENANCE STRATEGY**

All Fire Protection Systems should be maintained in line with the standards as outlined in the relevant reference documents as listed above, the testing and maintenance regime employed should follow the standards as laid out within SFG20.

#### **5.0 ADDITIONAL REQUIREMENTS/NOTES**

Evidence of completed PPM's must be provided in the form of SFG20/alternative standard PPM (Planned Preventative Maintenance) task sheet and signed certificates (where applicable) that details all checks carried out. This shall be accompanied by photographic and or printed reports to support the findings of the PPM/inspection.

During each PPM visit and reactive maintenance visit, the asset data shall be validated by the Supplier and any errors and/or omissions in the data identified and provided to the Supplier for update of the CAFM.

Any assets/drawings that are found to be incorrect are to be identified and information shared with the Department. Any modifications that are required are to be approved and any O&M's/Drawings are to be updated.

All warranty information for any assets is to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified.

#### **6.0 DELIVERY**

Sufficient spares should be carried by the individual carrying out the PPM to ensure a replacement of failed/unsatisfactory assets and/or components can be made during the PPM visit, i.e., the first-time fix approach.

Where an asset cannot be replaced/repaired during the PPM this must be noted on the PPM certificate and raised as a remedial work order linked to the original PPM work order.

#### **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific needs. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

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**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All faults, failures and issues with Fire protection Systems will in the first instance be reported to the helpdesk for the creation of a work order. The work order will then be processed through to the appropriate service supplier for corrective/remedial action to be taken. If the fault/failure is discovered during the scheduled PPM, this will be rectified immediately where possible and documented on the PPM certificate. If the work cannot be carried out at the time of the PPM, a remedial work order shall be generated. Given the safety critical nature of this asset appropriate risk control measures should be identified and implemented as a matter of priority.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited to, commissioning certificates, service sheets, SFG maintenance task sheets, certification, Minor Electrical Installation Works Certificate (MEIWC) and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the work order number.

**9.1 System record**

Where required a system record will have been generated at installation and may include previous information from the system design specification. This shall be kept up to date and shall be available to the maintenance technician for each maintenance visit (e.g. PPM, remedial or reactive).

**9.2 Historical record**

A historical record with the date of every visit, any faults found, and the action taken shall be kept. Details of every fault reported to the Supplier shall be included, together with details of any action taken, and, if known, the cause. This information shall be kept for the duration of the Supplier's contract.

**9.3 Preventative maintenance record**

The results of a preventative maintenance inspection shall be entered on a maintenance visit record. A copy of the record shall be uploaded via the CAFM and attached to the PPM work order. This information shall be kept for the duration of the Supplier's contract.

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#### **9.4 Corrective maintenance record**

There shall be a record of the date and time of receipt of each request for emergency service, together with the date and time of completion of corrective maintenance and the necessary action(s) carried out. This shall be provided in the Supplier's CAFM. This information shall be kept for the duration of the Supplier's contract.

*NOTE: If a preventative maintenance inspection is made at the same time as the corrective maintenance visit, separate visit records should be completed.*

#### **10.0 COMPETENCY AND TRAINING**

Where required, the Supplier and their Sub-Contractors shall be certified by a recognised third-party certification provider, the certification body offering this accreditation needs to have been validated by UKAS – the United Kingdom Accreditation Service.

A non-exhaustive list of such Third Party Certification providers is provided below:

- The National Security Inspectorate (NSI)
- The Security Systems and Alarms Inspection Board (SSAIB)
- The British Approval for Fire Equipment (BAFE)

The Supplier and their Sub-Contractors shall be able to provide evidence of this certification and of the qualifications and competence levels of their Engineers upon request from the DWP



<b>GAS SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b>Original Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b>Last Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (Amended):	<b>This Issue Date</b> 05 May 2023
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**REFERENCES**  
(not  
exhaustive):

SFG 20 05-01, 05-02, 05-03, 05-04, 05-10, 05-11, 05-12, 05-28, 05-29, 05-30, 05-39, 05-40, 05-41, 07-01, 07-02, 07-03, 07-0-07, 09-04, 23-15, 24-01, 24-02, 28-02, 28-03, 28-04, 28-05, 28-06, 28-07, 40-01, 40-02, 40-03, 40-10, 40-13, 40-22, 43-08, 50-11, 50-13, 56-04, 87-01, 93-02, 94-02, 95-03, 95-7, 95-09, 95-11, 95-13, 95-16, 95-17, 95-18, 95-19, 95-08, 97-02, 97-05, 97-06, 97-08, 97-10, 97-12, 97-14, 97-18, 97-20, 97-22, 97-24, 97-26, 97-30

Gas Safety (Installation and Use) Regulations 1998 (Inc. all ACOP's)

Health and Safety at Work etc. Act 1974

BS 9999 2017 Fire Safety in the design, management, and use of buildings. Code of Practice

Control of Substances Hazardous to Health Regulations 2002 (COSHH) and 2003 and 2004 amendments.

BS7671: 2018+A2:2022 Requirements for Electrical Installations IET Wiring Regulations

Gas Appliances (Safety) Regulations 1995

L80 – HSE (2007 2<sup>nd</sup> Edition) A guide to the Gas Safety (Management) Systems

Manufacturer's Instructions (relevant to the asset)

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)



## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

Note that all processes shall be subject to the latest updated version of legislation, SFG20 updates and technology improvements,

## **2.0 SCOPE**

This equipment maintenance standard includes, but is not limited to, the following asset groups:

- Gas Pipe Supply
- Gas Boilers
- Gas Incinerators
- Gas Booster Sets
- Gas Radiant Tube Heaters
- Gas Burners
- Gas Fired Chillers
- Gas Detection
- Carbon Monoxide Alarms/Gas Detection Sensors
- Gas Fired Ceramic Infra-Red Heaters
- Gas Fired Natural & Fan Assisted Heaters
- Gas Fire
- Gas Ovens (All types)
- Gas Hobs
- Gas Fired Water Calorifiers
- Gas Fired Unit Heaters
- Gas Fired Radiant Heaters
- Gas Safety Shut off Valves
- Gas Detection Panels
- Gas Griddle/Grill
- Gas Fat Fryer
- Gas Bratt Pan
- Gas Kettles (All Types)
- Gas Water Boilers
- Gas Boiling Pans (All Types)
- Gas Pasta Cooker
- Gas Bake off Over
- Gas Bread Oven
- Gas Bulls Eye Range
- Gas Rotisserie
- Gas Bain Marie



This document shall be read in conjunction with other, relevant, Equipment Maintenance Strategies.

### **3.0 REQUIRED OPERATING REGIME**

All equipment is to be operated in line with the manufacturer's instructions and also in accordance with any local rules such as set BMS parameters etc. Any remedial tasks identified, are required to be done in a timely manner once approved and any trends identified, notified to the Department via the reporting processes.

Any equipment that is outside of its Statutory Inspection window shall have signage attached to indicate out of use status and where reasonably practicable, isolated from its power source, and/or the issue escalated to the relevant persons.

### **4.0 MAINTENANCE STRATEGY**

All gas assets are subject to a maintenance regime determined by the Gas Safety (Installation and Use) Regulations 1998 and in SFG20 unless the relevant Manufacturer's Instructions require activities over and above the regime defined in SFG20. In this case, the SFG20 maintenance plan is adjusted to include the Manufacturer's Instructions. Any amendments to SFG20 shall be recognised and the appropriate maintenance regimes amended within the timeframe determined in the Supplier's Contract. Any risks to the safe operation of the assets are to be identified to the relevant parties for further investigation.

### **5.0 ADDITIONAL REQUIREMENTS/NOTES**

Any assets/drawings that are found to be incorrect are to be identified and information shared with the Department. Any modifications to drawings that are required are to be approved by DWP and any O&M's/Drawings are to be updated. Where the testing and inspection of a group of assets is required in order to issue a gas safe certificate for the installation, the Supplier shall ensure that all applicable PPMs are aligned to be undertaken at the same time.

All warranty information for any assets are to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified.

### **6.0 DELIVERY**

All assets are to have an assessment done prior to maintenance, to ensure that no disruption to the operational users is caused. I.e., access requirements, no heating/hot water for prolonged periods. If any service disruption is probable, then a recommendation for Out of Hours (OOH) works is to be submitted to the Department for agreement.

All asset data is to be verified prior to starting the task to verify that the asset is as stated. If there are any deviations, these are to be notified to the FM Supplier to enable the asset data change to be implemented.

### **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the

Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

The Supplier shall:

- Ensure that any previous tests are recorded, held, and shared with the Department through the CAFM system.
- Any remedials identified have been carried out and completed prior to the date the action was due.
- Any reactive works identified have been carried out and completed prior to the date the action was due.
- Any conditional monitoring or recommendations are identified and recorded against the work order in order to develop asset performance history data.
- Any Technical Bulletins for any of the assets are implemented and shared with the Department.
- Any updates to SFG20 or other associated references are identified to be Department and implemented as agreed.

## **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, Building Regulation certification and Landlord Gas Safety certification.

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the relevant work order number.

## **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on Gas Assets must have the relevant competency and Gas Safe certification and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier will be required to demonstrate to the Department that the Supplier organisation is Gas Safe Registered by providing a current and valid certificate. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on gas systems have the correct competency to work on the appliance(s) planned and that their qualification and Gas Safe ID card remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis.





<b>LIFTING AND ACCESS SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X  <b>Re-Issue:</b> (No change):  <b>Re-Issue:</b> (Amended):	<b><u>Original Issue Date</u></b> 05 May 2023  <b><u>Last Issue Date</u></b> 05 May 2023  <b><u>This Issue Date</u></b> 05 May 2023
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**REFERENCES:** SFG 20 43-03, 43-04, 75-01, 75-02, 75-03, 75-04, 81-01, 81-02, 81-03, 81-04, 81-05, 81-06, 81-07, 81-08, 81-09, 81-10, 81-11, 82-01, 82-02, 82-03, 82-04, 82-05, 82-06, 82-06, 82-07, 82-08, 82-09, 83-03, 83-13, 83-14, 84-01, 8405, 84-06, 84-07, 84-08, 84-11, 84-12, 84-13, 84-14, 84-15, 84-17, 84-22, 84-23, 84-27, 84-28, 84-29, 84-31, 84-35, 84-37, 84-38, 84-40, 84-43, 84-44, 84-45, 84-54, 84-56, 84-64, 84-67, 84-68, 87-01, 87-20

Lifting Operations and Lifting Equipment Regulations (LOLER) 1998

Health and Safety at Work etc. Act 1974

BS 9999 2017 Fire Safety in the design, management and use of buildings. Code of Practice

Control of Substances Hazardous to Health Regulations 2002 (COSHH) and 2003 and 2004 amendments.

BS7671: 2018+A2:2022 Requirements for Electrical Installations IET Wiring Regulations

BS6440:2011 Powered Vertical Lifting Platforms

Workplace (Health, Safety and Welfare) Regulations 1992

Safe use of lifting equipment. Lifting Operations and Lifting Equipment

BS EN 795: Code of Practice for temporary bolt installation

## **1.0 OBJECTIVES**

The objective of this standard is to specify the minimum standards for mechanical systems management to ensure the delivery of:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Compliance with the associated regulations and references
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations and manufacturer's requirements.
- Ensure all legal obligations are met.

Note that all processes shall be subject to the latest updated version of legislation, SFG20 updates and technology improvements,

## **2.0 SCOPE**

This equipment maintenance standard includes, but is not limited to, the following asset groups:

- Lifting Slings – All Types
- Patient/Personnel Lift (Mobility)
- Personal Fall Protection Equipment (PFPE) – Anchor Systems
- Connectors
- Fall Arrest Lanyards
- Eyebolts (All types)
- Mobile Man Anchors
- Retractable Fall Arresters
- Battery Charging Equipment
- Batteries
- Fixed Access Ladders & Stairs
- Fall Restraint Lanyards
- Vertical Platform Lifts
- Escalators and Moving Walkways
- Hydraulic Lifts
- Inclined Platform Lift & Stair Riser
- Traction Lifts
- Powered Ramps
- Articulated Swivel Truck
- Chain Blocks & Anchorage
- Chain Blocks & Trolley
- Construction Hoists
- Electric Chain Block
- Electric Counterbalance
- Internal Combustion Counterbalance
- Electric Tow Truck
- Fixed Mast Stackers
- Lifting Beams

- Wheelchairs
- Metal Mesh Sling
- Mobile Racking
- Mobile Work Platform – Electric
- Mobile Work Platform – Internal Combustion
- Powered Pallet Truck
- Scissor Lift
- Rigging Hooks
- Shackles
- Steel Chain Slings
- Synthetic Roundslings
- Synthetic Web Slings
- Vehicle Tail Lifts
- Wire Rope Sling
- Adjustable Pallet Racking and Shelves
- Lifting Equipment – Trolley (Transfer Car)
- Davit & Winch
- Power Suspended Lighting Hoist (Chandeliers)

This document shall be read in conjunction with other, relevant, Equipment Maintenance Strategies.

### **3.0 REQUIRED OPERATING REGIME**

All equipment is to be operated in line with the manufacturer's instructions and also in accordance with any local rules. Any remedial task identified, are required to be done in a timely manner once approved and any trends identified, notified to the Department via the defined reporting processes.

Any equipment that is outside of its Statutory Inspection window is to be labelled as 'DO NOT USE' and where reasonably practically, isolated from its power source, or made immobile/unusable by other means and the issue escalated to the relevant persons.

### **4.0 MAINTENANCE STRATEGY**

All lifting and access assets are subject to a maintenance regime as laid out in the LOLER Regulations (Lifting Operations and Lifting Equipment Regulations) 1998, SFG20 and relevant Manufacturer's Instructions. Any risks to the safe operation of the assets are to be identified to the relevant parties for further investigation.

### **5.0 ADDITIONAL REQUIREMENTS/NOTES**

Any assets/drawings that are found to be incorrect are to be identified and information shared with the Department. Any modifications to drawings that are required are to be approved by DWP and any O & M's/Drawings are to be updated.

All warranty information for any assets are to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified.



Should assets be taken out of use until required, and then subject to relevant inspection, test and certification (for example eyebolts), then these assets must be either removed entirely or prevented from use by some other means as well as being labelled 'DO NOT USE'.

## **6.0 DELIVERY**

All assets are to have an assessment done prior to maintenance, to ensure that no disruption to the operational users is caused. I.e., access requirements, no heating/hot water for prolonged periods etc. If any service disruption is probable, then a recommendation for Out of Hours (OOH) works is to be submitted to the Department for agreement.

All asset data is to be verified prior to starting the task to verify that the asset is as stated. If there are any deviations, these are to be notified to the Supplier to enable the asset data change to be implemented.

All pre use checks are to be carried out before use and shall be recorded and logged against the work order in the CAFM.

## **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified, tracked (including costs incurred by the Department and hence ownership of the asset) and amended as required and that appropriate records are held to track the location of spares held.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

The Supplier shall:

- Ensure that any previous tests are recorded, held and shared with the Department through the CAFM system.
- Any remedials identified have been carried out and completed prior to the date the action was due.
- Any reactive works identified have been carried out and completed prior to the date the action was due.
- Any conditional monitoring or recommendations are identified and recorded in order to develop asset performance history data.
- Any Technical Bulletins for any of the assets are implemented and shared with the Department.
- Any updates to SFG20 or other associated references are identified to be Department and implemented as agreed.

## **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, Pre-Use Check sheets, PPE Check sheets and LOLER Certification.

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.



There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the relevant work order number.

#### **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance or using the assets must have the relevant competency and this requires tangible evidence. The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited and maintained. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis.





<b>MECHANICAL SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b>Original Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b>Last Issue Date</b> 05 May 2023
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<b><u>Originator</u></b>  Redacted  Originated by: Redacted Originator role: Building Services Tech Specialist Originated date: 01 March 2023	<b><u>Document Approval</u></b>  Redacted  Authorised by: Redacted Authoriser role: Asset Intelligence Manager Authorisation date: 01 March 2023	

**REFERENCES:** SFG 20 (not exhaustive)

All applicable SFG20 References that are applicable to the different Asset types.

Pressure Safety Systems Regulations 2000 (PSSR)

Pressure Equipment (Safety) Regulations 2016

Health and Safety at Work etc. Act 1974

BS 9999 2017 Fire Safety in the design, management and use of buildings. Code of Practice

Control of Substances Hazardous to Health Regulations 2002 COSHH) and 2003 and 2004 amendments.

BS7671: 2018+A2:2022 Requirements for Electrical Installations IET Wiring Regulations

Simple Pressure Vessels (Safety) Regulations 2016

BS EN 12453:201 Revision of Standards for Powered Doors, Gates and Barriers

Provision and Use of Work Equipment Regulations 1998 (PUWER)

Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

Workplace (Health, Safety and Welfare) Regulations 1992

Supply of Machinery (Safety) Regulations 2008

Manufacturer's Instructions (relevant to the asset)

## **1.0 OBJECTIVES**

The objective of this standard is to specify the minimum standards for mechanical systems management to ensure the delivery of:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Compliance with the associated regulations and references
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations and manufacturer's requirements.
- Ensure all legal obligations are met.

Note that all processes shall be subject to the latest updated version of legislation, SFG20 updates and technology improvements,

## **2.0 SCOPE**

This equipment maintenance standard includes, but is not limited to, the following asset groups:

- Expansion Vessels
- Pressurisation Units
- Pumps (All Types)
- Vehicle Barriers (All Types)
- Automated Sliding Gates (All Types)
- Revolving Doors
- Roller Shutter Doors
- Sliding Doors
- Swing Doors
- Turnstile (All Types)
- High Security Doors
- Wheelchairs (All Types)
- Balers
- Cleaning Machines
- Compactor
- Dock Levellers
- Powered Doors (All Types)
- Barriers (All Types)
- Powered Gates (All Types)

This document shall be read in conjunction with other, relevant, Equipment Maintenance Strategies.

## **3.0 REQUIRED OPERATING REGIME**

All equipment is to be operated in line with the manufacturer's instructions, in accordance with any warranty requirements and also in accordance with any local rules. Any remedial tasks identified, are required to be done in a timely manner once approved and any trends identified, notified to the Department via normal reporting processes.



Any equipment that is outside of its Statutory Inspection window is to be physically tagged with appropriate signage and where reasonably practically, isolated from its power source, or made immobile by other means and/or the issue escalated to the relevant persons.

#### **4.0 MAINTENANCE STRATEGY**

All mechanical assets are subject to a maintenance regime as defined in SFG20 unless the Manufacturer's Instructions require activities over and above the regime defined in SFG20. In this case, the SFG20 maintenance plan is adjusted to include the Manufacturer's Instructions. Any amendments to SFG20 shall be recognised and the appropriate maintenance regimes amended within the timeframe determined in the Supplier's Contract. Any risks to the safe operation of the assets are to be identified to the relevant parties for further investigation.

#### **5.0 ADDITIONAL REQUIREMENTS/NOTES**

Any assets/drawings that are found to be incorrect are to be identified and information shared with the Department. Any modifications to drawings that are required are to be approved by DWP and any O&Ms/Drawings are to be updated.

All warranty information for any assets are to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified.

#### **6.0 DELIVERY**

All assets are to have an assessment done prior to maintenance, to ensure that no disruption to the operational users is caused. I.e., access requirements, no heating/hot water for prolonged periods etc. If any service disruption is probable, then a recommendation for Out of Hours (OOH) works is to be submitted to the Department for agreement.

All asset data is to be verified prior to starting the task to verify that the asset is as stated. If there are any deviations, these are to be notified to the FM Supplier to enable the asset data change to be implemented.

#### **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified, tracked (including costs incurred by the Department and hence ownership of the asset) and amended as required and that appropriate records are held to track the location of spares held.

The Supplier shall ensure that all critical spares are stored and maintained in a safe, serviceable/usable condition. The Supplier shall ensure that critical spares are managed and rotated to ensure in-date usage.

#### **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

The Supplier shall:

- Ensure that any previous tests are recorded, held and shared with the Department through the CAFM system.
- Any remedials identified have been carried out and completed prior to the date the action was due.
- Any reactive works identified have been carried out and completed prior to the date the action was due.
- Any conditional monitoring or recommendations are identified and recorded against the work order in order to develop asset performance history data.
- Any Technical Bulletins for any of the assets are implemented and shared with the Department.
- Any updates to SFG20 or other associated references are identified to be Department and implemented as agreed.

## **9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, Building Regulation certification, LOLER Certification and PSSR Certification.

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system against the relevant work order,

## **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on any of the mechanical assets must have the relevant competency and this requires tangible evidence. The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited and maintained. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis.





<b>PORTABLE APPLIANCE TESTING AND MICROWAVE EMISSIONS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<u><b>Original Issue Date</b></u> 05 May 2023
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<u><b>Originator</b></u>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: Asset Management Consultant Originated date: 01/03/2023	<u><b>Document Approval</b></u>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023	

**REFERENCES:** SFG20 42-01, In service Inspection and Testing of Electrical Equipment  
Electricity at Work Regulations 1989  
BS EN 60335-2-25: 2012+A2:2016 Household and Similar Electrical Appliances  
PUWER Regulations 1998  
Health and Safety at Work Act 1974  
Management of Health and Safety at Work Regulations 1999  
BS7671 A2 – Requirements for Electrical Installations  
HSG 107 Third Edition, Maintaining Portable Electrical Equipment  
Electrical Equipment (Safety) Regulations 1994  
Supply of Machinery (Safety) Regulations 2008

## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

## **2.0 SCOPE**

This equipment maintenance standard provides the requirements for the maintenance of the following asset groups:

- Portable appliances
- Moveable appliances
- Hand held devices
- Stationary appliances
- Fixed appliances
- Microwave combination oven
- Microwave oven
- Microwave convection oven
- Hand driers
- Overhead door heaters
- Extension leads/device power cables

## **3.0 REQUIRED OPERATING REGIME**

All appliances and hand-held devices shall be operated in accordance with the Manufacturer's user instructions.

## **4.0 MAINTENANCE STRATEGY**

The frequency of inspection and testing depends upon the type of equipment and the environment it is used in. The Supplier shall conduct a risk assessment to determine the frequency of inspection and testing of Portable Appliances and microwave emissions testing. The output from this risk assessment shall be reviewed by the Department and the frequency of the PAT testing regime agreed between the Supplier and the Department. The SFG20 regime, 42-01 shall then be applied to PAT testing and 97-15, 97-16 or 97-28 to microwave ovens.

Microwave ovens generally have a noise filter which is connected to earth. If a flash test is carried out, the noise filter may be damaged and require replacing. There is also a likelihood of the unit failing the flash test because of the noise filter. It is possible to take the noise filter out of circuit on some ovens to carry out a test, but this should only be done by a qualified person who has had specific microwave training because there are dangers associated with removing the covers on a microwave. It is more generally accepted to carry out earth continuity and insulation resistance tests on microwave ovens to prove their electrical safety, rather than carrying out a standard PAT test.



**5.0 ADDITIONAL REQUIREMENTS/NOTES**

The Supplier shall label compliant equipment with the required information and will remove the fuse in any defective equipment and apply a 'FAIL' sticker to prevent further use and will inform the Department's representative. Any failed equipment shall be identified to the Site SRO.

For microwave oven testing, the Supplier shall apply an emissions label to the oven on completion of testing to demonstrate it is safe to use.

Note that on some sites, the Authority carries out PAT testing of the equipment belonging to other Government Departments.

**6.0 DELIVERY**

All works shall be carried out with minimal disruption to the building occupants. Where a building user will not permit their equipment to be turned off to enable testing, the Supplier shall plan to return to the equipment at a later time when more suitable for the building user. If an alternative time is not feasible, the Supplier will carry out a visual inspection and record this on the log.

**7.0 REQUIRED SPARES AVAILABILITY**

Not applicable to this technical standard.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

The PAT testing label shall include a unique asset tag number for each item tested which is recorded on the PAT testing record. This will also the risk category for the asset and the frequency for re-testing.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to document works completed, in particular the item tested, date tested, asset tag and the outcome in addition to the overall risk assessment determining frequency of testing. All data/documentation needs to be uploaded in a timely manner to the CAFM system in a PDF document.

**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on electrical assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that personnel dispatched to undertake PAT testing and microwave emissions testing have the correct training to work on the asset. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.





<b>PRESSURE SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> <b>X</b>	<b><u>Original Issue Date</u></b> 05 May 2023
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<b><u>Originator</u></b>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023	<b><u>Document Approval</u></b>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023	

- REFERENCES:
- SFG20

Pressure Equipment Regulations 1999 and 2002 amendment  
Pressure Systems Safety Regulations (Northern Ireland) 2004  
Pressure Systems Safety Regulations 2000  
Simple Pressure Vessels (Safety) Regulations 2016  
L122 Safety of pressure systems  
INDG261 (rev 2), Pressure Systems, A brief guide to safety  
In Accordance with Manufacturers' Instructions  
#05-14, #05-23, #05-38, #09-02, #09-04, #10-01, #10-02, #12-01, #12-02, #12-03, #12-04, #13-01, #13-02, #19-01, #23-05, #23-14, #23-16, #23-19, #23-16, #25-03, #25-06, #25-07, #25-08, #25-09, #40-01, #40-07, #40-08, #40-09, #40-15, #40-24, #40-25, #40-34, #46-01, #47-01, #54-02, #54-03, #54-04, #54-05, #59-07, #62-06, #62-08, #83-17

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**1.0    OBJECTIVES**

The objective of this standard is to ensure that:

- Ensure the health and safety of all facilities containing systems that are pressurised above 0.5 bar.
- Ensure the health and safety of any system exceeding 250 bar/litres and that appropriate risk controls and mitigations are in place and effectively managed.
- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

The maintenance system should seek to improve the efficiency of the system and realise the full asset life.

**2.0    SCOPE**

This equipment maintenance standard covers the following asset groups:

- Boilers and Heating Systems
- Refrigerated Plant (including AC Systems)
- Pressure Vessels
- Heat Exchangers, Pipework and Hoses
- Compressed Air Systems
- Catering equipment (where applicable)

**3.0    REQUIRED OPERATING REGIME**

The pressurised systems will operate in accordance with the design standard and in support of the efficient operation of the system. In order to safely maintain and operate a pressurised system, it is critical that the Supplier understands the operating conditions and shall have the following documented on site:

- Details of the gas/liquid being contained, stored, or processed.
- Details of the process conditions, such as pressures and temperatures.
- Details of the safe operating limits of the system and any equipment directly linked to it or affected by it.
- A set of operating instructions for all the equipment and for the control of the whole system including emergency response.
- A process for ensuring that employees have access to instructions and are appropriately trained in the operation and maintenance of the system.

**4.0    MAINTENANCE STRATEGY**

All elements of the pressurised systems will be maintained in accordance with the latest version of SFG20 (relevant SFGs included in this document), where applicable and in accordance with warranty requirements. The SFG20 applied should be the latest standard available and in accordance with Manufacturers' instructions.

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**5.0 ADDITIONAL REQUIREMENTS/NOTES**

Where required and in accordance with L122, Safety of Pressure Systems, the Supplier shall ensure the provision of a Written Scheme of Examination for each of the required elements of the pressurised system. The Supplier shall provide competent persons to ensure that the appropriate assets are addressed in a Written Scheme of Examination and that the nature and frequency of examinations and any special measures needed to prepare the system for safe examination.

The provision of an up-to-date Written Scheme of Examination shall be ensured by means of a PPM raised in the CAFM. The Written Scheme of Examination, once completed, shall be recorded against the asset in the CAFM.

The Pressure Relieving Valves (PRVs) or Pressure Safety Valves (PSVs) shall be replaced/retested in accordance with the Written Scheme of Examination and/or Pressure Systems Inspection report for the equipment the PRV/PSV protects and this requirement is a statutory obligation. On replacement, the asset data in the asset register shall be updated by the Supplier in accordance with the asset data change processes.

**6.0 DELIVERY**

All works on pressurised systems shall be carried out causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

All works shall be planned in advance and preparations shall ensure that the isolation of the system is appropriately identified and implemented ahead of the works.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

In the case of Boiler and Refrigeration Plant, replacement Pressure Relief Valves (PRVs) and Bursting Discs. shall be available to be replaced as part of the annual test.

The supplier shall ensure that all spares are stored, maintained and maintained in a serviceable condition. The Supplier shall ensure all critical spares are managed and rotated to ensure in-life usage.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM against the relevant asset and/or work order, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited to:

- 
- Commissioning certificates
  - Service sheets/SFG maintenance task sheets
  - Written Schemes of Examination
  - Certification
  - Landlord documents (where applicable)
  - Test certification for replacement PRVs

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the Supplier's CAFM system.

Any changes to assets or asset details are to be updated, and missing asset data / attributes collected and included in the CAFM by the Supplier.

## **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on pressurised systems must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.



<b>PUMPS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
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<b><u>Originator</u></b>		<b><u>Document Approval</u></b>
<b>Redacted</b>		<b>Redacted</b>
Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023		Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023

**REFERENCES:**

SFG20	45-01 – Pumps – General – Latest version of SFG
SFG20	45-02 – Circulating Pumps – General – Latest version of SFG
SFG20	45-03 – Centrifugal Pumps – Latest version of SFG
SFG20	45-04 – Pressurisation Pumps – Latest version of SFG
SFG20	45-06 – Secondary Hot Water Circulating Pumps – Latest version of SFG
SFG20	45-07 – Sewage or Drainage Pumps Submersible – Latest version of SFG
SFG20	45-08 – Sewage and Drainage Pumps: Dry Well – Latest version of SFG
SFG20	45-09 – Sewage Pumps: Compressed Air – Latest version of SFG
SFG20	45-10 – Sump Pumps and extended Shaft Pumps – Latest Version of SFG
SFG20	45-11 – Domestic hot Water Accelerators – Latest version of SFG
SFG20	45-12 – Water Booster Pumps – Latest version of SFG
SFG20	45-15 – Fuel Oil Transfer Pumps – Latest version of SFG
SFG20	45-16 Twin Set Pumps

BS 7671:2018+A1:2020. Requirements for Electrical Installations. IET Wiring Regulations.  
 IET Code of Practice for in-service inspection and testing of electrical equipment  
 In accordance with Manufacturers' Instructions

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**1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.

The maintenance system should seek to improve the efficiency of the system and realise the full asset life.

**2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Hot and Cold-Water Pumps
- Sump and Sewage Pumps
- Fuel Oil Transfer Pumps
- Pressurisation Pumps

**3.0 REQUIRED OPERATING REGIME**

Pumps to be operated in accordance with the design standard and in support of the efficient operation the main systems these ancillary components supply.

The Supplier shall recognise where spared equipment is idle and shall carry out any necessary switching of spared equipment to ensure that the Manufacturer's recommendations are adhered to.

**4.0 MAINTENANCE STRATEGY**

All pumps will be maintained in accordance with the latest version of SFG20 (relevant SFGs included in this document), where applicable. The SFG20 applied should be the latest standard available and in accordance with Manufacturers' instructions.

**5.0 ADDITIONAL REQUIREMENTS/NOTES**

The Supplier shall identify all assets within this asset group that are of a "Sealed for Life" design and make recommendations to the Department to amend the maintenance regimes for these units to "fix on fail".

**6.0 DELIVERY**

All works on pumps shall be carried out causing minimal disruption to the Business, with any exceptions investigated on a case-by-case basis.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable).

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the CAFM system.

**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on mechanical assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.





<b>SECURITY SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b>Original Issue Date</b> 05 May 2023
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## **REFERENCES**

SFG20	SFG20 schedule
SAFE3	DWP Performance Specification for Electronic Security Systems
NPCC	National Police Chief Council (for intruder and hold up alarms)
NSI-NCP-109 <a href="https://tis.co.uk/wp-content/uploads/2022/01/NSI-Access-Control-Code-of-Practice-109-3.pdf">https://tis.co.uk/wp-content/uploads/2022/01/NSI-Access-Control-Code-of-Practice-109-3.pdf</a>	NSI (National Security Inspectorate) Code of Practice for the design, installation, commissioning, and maintenance of Access Control Systems
NSI – NCP 104	Code of Practice for the Design, Installation and Maintenance of CCTV Systems
<a href="http://www.nsi.org.uk/wp-content/uploads/2012/10/NACP-11-1-Code-of-Practice-Intruder.pdf">http://www.nsi.org.uk/wp-content/uploads/2012/10/NACP-11-1-Code-of-Practice-Intruder.pdf</a> NSI-NCP-120	Code of Practice for the planning, installation, and maintenance of Intruder Alarms

BS 9263	Code of Practice for Commissioning, Maintenance and remote support for intruder and hold up alarms, latest version
BS 8418	Code of Practice for Design, Installation, commissioning, and maintenance of detector activated video surveillance systems (VSS), latest version

## **1.0 OBJECTIVES**

An electronic security system consists of recognition equipment, such as a card and reader, electronically activated entrance release hardware, cameras, recording equipment and event detection devices and, in certain systems, means for central control and/or remote Alarm/Image/Audio monitoring.

The objectives of this standard are:

- (i) The establishment and maintenance of minimum standards of maintenance for the electronic security systems.
- (ii) The provision of a framework to assist purchasers and users in establishing their requirements with suppliers.
- (iii) The assistance of specifiers and users in determining the appropriate level of security required for a given application. .
- (vi) The establishment of minimum standards of maintenance for installed electronic security systems.

The successful operation of an access control system requires the active co-operation of the user in carrying out the necessary procedures carefully and thoroughly. The usefulness of the complete system and its security and social acceptability can be jeopardised by lack of care. This care must extend to the security of tokens and of information regarding the system, its design, installation, and method of operation and to ensuring adequate maintenance, to preserve the security of access. Attention is drawn to the Regulations for Electrical Installations (15th Edition) published by the Institution of Electrical Engineers and to MPT1337 and MPT1339 (DTI Radiocommunications Division).

## **2.0 SCOPE**

This strategy contains recommendations and requirements for the preventative and corrective maintenance of, and keeping of records for

- Video Surveillance System
- Access Control
- Intruder Detection System
- Personal Attack (PA) Hold Up Alarm (HUA)
- Electronic Key Management System

## **3.0 REQUIRED OPERATING REGIME**

All security systems have been installed to comply with all relevant European Standards, British Standards, Codes of Practice, Health & Safety, and other relevant governing legislation.

All specialist proprietary material and fixings are to be used strictly in accordance with the manufacturer's specifications and recommendations.

All system components have been installed in line with manufacturers recommendations including use of appropriate accessories, where appropriate. The security design solution and configuration provided meets the needs for DWP (Department of Work and Pensions) to be sufficiently security assure.



Accordingly, all solutions comply with the DWP Technical Standards DWP procurement: security policies and standards GOV.UK (<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>), and industry best practice to the level that proves to DWP how the solution will be implemented and operated securely.

The Electronic Security System has been deployed across the DWP property portfolio and designed to fulfil the following key objectives:

- (i) Better protect Authority Personnel, Authority Customers, and the Affected Properties
- (ii) Introduce industry best practice, technology, and innovation to improve the current service delivered whilst maximising value for money
- (iii) Increase flexibility and improve consistency in technology across the Affected Properties
- (iv) To deliver significant savings

## **4.0 MAINTENANCE STRATEGY**

### **4.1 PREVENTATIVE MAINTENANCE**

#### **4.1.0 Frequency of visits**

Preventative maintenance visits to the protected premises shall be made in accordance with SFG20 or as detailed below and during or before the twelfth calendar month following the month of commissioning or of the previous preventative maintenance visit. Most onsite PPMs to security systems will be required to be undertaken outside of normal operating hours in order to avoid disruption to the business operation. The Supplier shall be responsible for arranging access to site outside of normal operating hours.

NOTE: The mechanical components in an access control system such as locks and hinges will require routine preventative maintenance by the user more frequently than once per year, see SFG20 85-04

#### **4.1.1 Inspection**

During each preventative maintenance visit, inspection of the following, with all necessary tests, and those rectifications which are practical at the time, shall be carried out:

- (a) the installation, location and siting of all equipment and devices against the system record (concept asset register);
- (b) the satisfactory operation of all equipment;
- (c) all flexible connections (door loops);
- (d) the normal and standby power supplies, for correct functioning;
- (e) the control equipment, in accordance with company procedures;
- (f) the operation of any warning device in the system.

#### **Close Circuit Television (CCTV)**

NVRs (Network Video Recorder), Storage and Cameras installed to SAFE 03 specification will be maintained on a run to failure approach.

If CCTV or other security equipment is located on a raising or lowering system (Pole, Tower etc), the raising and lowering system must be maintained to the statutory requirements of SFG20.

Any CCTV System not installed to SAFE 03 specification shall be maintained to the SFG20 requirements

**Access Control**

Door Controllers, Locks/lock sets, readers and door contacts will be maintained on a run to failure approach.

Electronic Door opener mechanism will receive maintenance as specified under SFG20

Any Access Control System not installed to SAFE 03 specification shall be maintained to the SFG20 requirements

**Intruder Detection System**

The entire Intruder detection system will be maintained as specified under SFG20 to ensure compliance to Police URN requirements as specified by NPCC. All systems with capability for industry compliant Remote PPM, shall receive one of the 6 monthly PPM's Remotely.

Where Speakers and Microphones are installed, these shall be fully tested during the attended visit, ensuring the audio meets the requirements of the security system specification both at the site and at the alarm receiving centre.

During any attended visit the CCTV Signage shall also be checked as per the statutory requirements of SFG20

**Personal Attack (PA) hold up alarm**

The entire Personal Attack (PA) hold up alarm system will be maintained as specified under SFG20 to ensure compliance to Police URN requirements as specified by NPCC

**Electronic Key Management System**

Power, readers and locking devices will be checked in accordance to manufacturers specifications and SFG20, 85-12.

Those items of inspection and rectification which are not carried out during the preventative maintenance visit shall be completed in accordance with the Supplier's SLA.

Those parts of a system or any environmental conditions which are found during preventative maintenance to be the potential cause of reduce security, shall be identified on the maintenance visit record and a quotation raised to rectify the issue, highlighting the risk if the works are not completed

**4.2 CORRECTIVE MAINTENANCE**

4.2.1 An emergency maintenance service shall be provided 24hour per day/365 days per year by the maintainer and DWP shall be kept informed of the address and telephone number of the maintenance company's emergency service facility.

4.2.2 The emergency service facility shall be so located and organised that, except under abnormal circumstances, the maintenance company's representative reaches the controlled premises within the period agreed to in writing with DWP.

**5.0 ADDITIONAL REQUIREMENTS/NOTES**



Evidence of completed PPM's must be provided in the form of SFG20/alternative standard PPM (Planned Preventative Maintenance) task sheet and signed certificates (where applicable) that details all checks carried out. This shall be accompanied by photographic and or printed reports to support the findings of the PPM/inspection.

The Task Sheet shall clearly identify the SFG20 section and SFG20 tasks checked or the industry standard used and the tasks checked. Where recordings of readings or results are required, these shall be documented (Voltage, Amps, Ohms etc)

During each PPM visit and reactive maintenance visit, the asset data shall be validated by the maintainer and any errors and/or omissions in the data identified and provided to the maintainer for update of the CAFM.

## **6.0 DELIVERY**

Sufficient spares should be carried by the PPM engineer to ensure a replacement of failed/unsatisfactory assets and/or components can be made during the PPM visit, i.e. the first time fix approach.

Where an asset cannot be replaced/repaired during the PPM this must be noted on the PPM certificate and raised as a remedial work order linked to the original PPM work order.

Where critical spares have long lead times the maintenance company will highlight these and provide a proposal to the authority that ensures these parts can be supplied without long periods without a fully operational system.

## **7.0 REQUIRED SPARES AVAILABILITY**

The Supplier should retain the following spares available nationally to the Supplier's Engineers - fuses, batteries, card readers, maglocks/plates, door contacts, detectors, break glass units, replacement glasses, reset keys, door loops.

## **8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All faults, failures and issues with the electronic security system will in the first instance be reported to the KBR helpdesk for the creation of a work order. The workorder will then be processed through to the appropriate service supplier for corrective/remedial action to be taken. If the fault/failure is discovered during the scheduled PPM this will be rectified immediately and documented on the PPM certificate and/or a remedial work order be generated.

## **9.0 DOCUMENTATION REQUIREMENTS**

The maintenance company shall establish, retain, and maintain a system of records relating to the system including the information required by 4.1, 4.2 and 9.1 – 9.5. It is essential that these records be protected from unauthorised access.

*NOTE: Attention is drawn to the Data Protection Act in those cases where records contain information concerning individuals.*

### **9.1 System record**

A system record will have been generated at installation and may include previous information from the system design specification. This shall be kept up to date and shall be available to the maintenance technician for each maintenance visit.

### **9.2 Historical record**

A historical record with the date of every visit, any faults found and the action taken shall be kept. Details of every fault reported to the maintenance company shall be included, together with details of any action taken, and, if known, the cause. This information shall be kept for the duration of the maintenance provider's contract.

### **9.3 Preventative maintenance record**

The results of a preventative maintenance inspection shall be entered on a maintenance visit record and the signature of DWP or their nominated representative obtained on the record. A copy of the record shall be uploaded via the CAFM and attached to the PPM. This information shall be kept for the duration of the maintenance provider's contract.

### **9.4 Corrective maintenance record**

There shall be a record of the date and time of receipt of each request for emergency service, together with the date and time of completion of corrective maintenance and the necessary action(s) carried out. This shall be provided in the maintenance provider's CAFM. This information shall be kept for the duration of the maintenance provider's contract.

*NOTE: If a preventative maintenance inspection is made at the same time as the corrective maintenance visit, separate visit records should be completed.*

### **9.5 Temporary disconnection record**

There shall be a record of any temporary disconnection of the system or of any component part(s) of it. This shall identify which part(s) of the system and the associated equipment is not operable. Where the reason for the disconnection and the date and time of disconnection and of subsequent reconnection shall be given.

A signed authorization for each disconnection shall be obtained from DWP, or their nominated representative, on the record. This shall be provided in the maintenance provider's CAFM. This information shall be kept for the duration of the maintenance provider's contract.

## **10.0 COMPETENCY AND TRAINING**

Security System Contractors and their Sub-Contractor shall be certified by a United Kingdom Accreditation Service (UKAS) accredited certification body in accordance with the provisions of the NPCC Requirements for Security Systems (NACOSS/NSI or SSAIB) and all DWP security screening requirements

- Intruder detection and Hold up Maintenance engineers and company must be certified by a UKAS accredited body such as the National Security Inspectorate (NSI)

Addition Legislation, Regulation and Guidance must be observed  
[BS 7671:2018+A1:2020](#). Requirements for Electrical Installations. IET Wiring Regulations  
[IET Code of Practice](#) for in-service inspection and testing of electrical equipment



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- CCTV engineers must be certified to a minimum of CCTV repair and Maintenance – BTEC Level 3 or equivalent

Addition Legislation, Regulation and Guidance must be observed

[Data Protection Act 2018](#)

[Lifting Operations and lifting Equipment Regulations \(North Ireland\) 1999](#)

[Lifting Operations and Lifting Equipment Regulations 1998 \(LOLER\)](#)

- Access Control engineers must be certified to a minimum of Advanced Access Control – BTEC Level 4 or equivalent
- The Supplier must be a AMAG Symmetry Value Added Reseller with sufficient engineers fully trained to support the Access Control Systems throughout the UK



<b>VENTILATION</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b>Original Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (No change):	<b>Last Issue Date</b> 05 May 2023
	<b>Re-Issue:</b> (Amended):	<b>This Issue Date</b> 05 May 2023
<b><u>SUPERSEDES:</u></b>		
<b><u>Originator</u></b>  <b>Redacted</b>  Originated by: <b>Redacted</b> Originator role: HVAC Technical Specialist Originated date: 03 March 2023	<b><u>Document Approval</u></b>  <b>Redacted</b>  Authorised by: <b>Redacted</b> Authoriser role: Asset Intelligence Manager Authorisation date: 05 May 2023	

**REFERENCES:**

- SFG20 16-02 – Ductwork System – General V3 / latest
- SFG20 16-03 – Ducting - Volume Control Dampers (VCDs) V8 / latest
- SFG20 16-04 – Ducting – Attenuators V2 / latest
- SFG20 16-05 – Ducting – Motorised Volume Control Dampers V3 / latest
- SFG20 16-06 – Ducting – Fire Dampers – Fusible Link Type V2 / latest
- SFG20 16-07 – Ducting – Combined Fire/Smoke Dampers used in Smoke Control Systems for Means of Escape V2 / latest
- SFG20 16-08 – Ducting – Combined Fire/Smoke Dampers used in Ventilation Systems V2 / latest
- SFG20 17-01 – Ventilation – Ductwork Inspections, Monitoring and Cleaning V6 / latest
- BS EN 15780:2011 Ventilation for buildings. Ductwork. Cleanliness of ventilation systems
- Control of Substances Hazardous to Health Regulations 2002 (COSHH) and 2003 and 2004 amendments
- L24 Workplace health, safety and welfare. Workplace (Health, Safety and Welfare) Regulations 1992. Approved Code of Practice and guidance
- TR19® (BESA): Guide to Good Practice - Internal Cleanliness of Ventilation Systems
- BESA DW/145 Guide to Good Practice for the Installation of Fire and Smoke Dampers
- BS 9999:2017 Fire safety in the design, management and use of buildings. Code of

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practice

## **1.0 OBJECTIVES**

The objective of this standard is to ensure that:

- Maintenance management in accordance with good practices and the relevant references
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Increased visibility on lifecycle
- Ensure Statutory Compliance requirements are achieved
- Ensure all equipment is subject to inspection and testing as required by the relevant references, regulations, and manufacturer's requirements.
- Ensure all legal obligations are met.
- Ensure that the Ventilation system complies to BS EN 15780:2011, CoSHH Regulations 2002 and 2003 and 2004 amendments, TR19 – Guide to Good Practice – Internal Cleanliness of Ventilation Systems

## **2.0 SCOPE**

This equipment maintenance standard covers the following asset groups:

- Ventilation System
- Dampers
- Attenuators
- Grilles and Diffusers

## **3.0 REQUIRED OPERATING REGIME**

Buildings and systems should be selected by criticality, sampled and risk assessed by the Supplier with future cleaning frequencies developed as a result of analysing those results, using the criteria below:

1. The ventilation system(s) cleaned.
2. Cleaning methods used.
3. Verification results (if specified) and issue of a TR19 certificate
4. Pre- and post-clean photographic records.
5. Any faults identified that could impact future hygiene.
6. Additional works carried out (if any).
7. COSHH data on any chemicals used for cleaning or biocidal treatment.
8. Agreement of approach including testing regime, commissioning, proof of interfaces and automation of components and demonstration of system performance.

## **4.0 MAINTENANCE STRATEGY**

The maintenance strategy for ventilation systems is defined in accordance with the applicable SFG20 regime and the result of any sampling, risk assessment and the Manufacturer's instructions.

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**5.0 ADDITIONAL REQUIREMENTS/NOTES**

All fire/smoke dampers are to be clearly identified, physically tagged and drawings updated and supplied to the Department. Any additional access hatches should be fitted as required to facilitate access for cleaning and damper maintenance. Any services preventing adequate testing and inspection of fire/smoke dampers shall be re-routed/relocated by the Supplier to ensure full testing, inspection and certified proof of operation on activation of safety critical systems.

**6.0 DELIVERY**

Due to the nature of routine maintenance activities on ventilation systems, it is to be presumed to be disruptive and therefore requires to be delivered outside of normal operating hours. The Supplier shall ensure suitable and sufficient planning to minimise disruption to the business.

**7.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts, and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

**8.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

All maintenance history, records, reports, and condition monitoring records shall be recorded by the Supplier in the CAFM, with any relevant readings to provide the ability to "trend" these results to give an indicator of the condition of the asset.

**9.0 DOCUMENTATION REQUIREMENTS**

There will be a requirement to complete and issue certification including but not limited, commissioning certificates, test results, and cleanliness certificates, service sheets, SFG maintenance task sheets, certification, and Landlord documents (where applicable).

Drawings shall be available detailing location and type of all dampers, attenuators and access hatches— to include the relevant asset tag number. There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs of assets to provide clarity and confirmation of findings and condition.

**10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on mechanical assets must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a

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robust and effective process for ensuring that Engineer(s) dispatched to undertake works on mechanical systems have the correct competency to work on the appliance(s) planned and that they their qualification remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department.

This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis.



<b>WATER SYSTEMS</b>	<b>EQUIPMENT MAINTENANCE STRATEGY</b>	
	<b>New:</b> X	<b><u>Original Issue Date</u></b> 05 May 2023
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**REFERENCES:** SFG 20 All applicable SFG20 References that are applicable to the different Asset types, water.

HSE ACOP L8 4<sup>th</sup> Edition 2013

HSG274 Part 1 The Control of Legionella Bacteria in Evaporative Cooling

HSG274 Part 2 The Control of Legionella Bacteria in Hot & Cold-Water Systems

HSG274 Part 3 The Control of Legionella Bacteria in Other Risks

HSG282 Control of Legionella and other infectious agents in Spa Pool Systems

Control of Legionella Bacteria in Water Systems – Audit Checklist

Legionnaires Disease – A Brief Guide for Dutyholders

Control of Substances Hazardous to Health Regulations 2002 (COSHH) and 2003 and 2004 amendments.

Water Environmental Regulations 2017

Workplace (Health, Safety and Welfare) Regulations 1992

Water Supply (Water Fittings) Regulations 1999

The Notification of Cooling Towers and Evaporative Condensers Regulations 1992

Manufacturer's Instructions (relevant to the asset)

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## **1.0 OBJECTIVES**

The objective of this standard is to ensure that the Department maintain safe water systems, preventing bacterial infection, as detailed in the ACOP L8 (and guidance HSG274 Parts 1, 2 and 3):

- Ensure Water Maintenance Management in accordance with good practices and the relevant references
- Ensure that the Control Measures and Preventative Planned Maintenance tasks are adequate to control the spread of Legionella
- Effective preventative maintenance to minimise failures
- Increased efficiency to optimise operating costs
- Ensuring Statutory Compliance conditions are met
- Compliance with the associated regulations and references
- Ensure all equipment is subject to inspection and testing as required by the relevant references and regulations.
- Ensure all legal obligations are met.
- Ensure that the workplace is a safe environment free from the risk of Legionella and compliant with Water Regulatory requirements

**This document should be read in conjunction with DWP Estates Water Policy.**

## **2.0 SCOPE**

This equipment maintenance standard covers but is not limited to the following asset groups:

- Expansion Vessels (All types)
- Pressurisation Units
- Pumps All Types that store or circulate water
- Boiler – All Types that store or circulate water
- Cooling Towers
- Fire Hose Reels
- Sprinkler Systems
- Showers
- Eye Wash Sprays
- Evaporative Condensers
- Fountains
- Water Features
- Spa Baths & Pools
- Drinking Water Fountains/Bottled Water Cooler
- POU Water Dispenser
- Hydrants
- Calorifiers
- Water Storage Tanks/Cylinders
- Hot and Cold-Water Services
- Water Cooling Sprays
- Spray Taps
- TMVs

## **3.0 WATER RISK ASSESSMENTS**

The Water Risk Assessment (WRA) will determine the approach to safely maintaining the water system on each individual building. A full building Water Risk Assessment (WRA) shall be



carried out at least every 2 years or when there is a significant change to a water system. A significant change in a water system means:

- Changes to the water system or its use, i.e., if any new elements are added or any elements are taken out of a water system or parts of the system are isolated
- The availability of new information about risks or control measures
- A change in use of the building affecting the usual operation of the water system, e.g., lower occupancy of the building resulting in low turnover of water
- Any change in the responsible persons
- The results of checks indicating that control measures are no longer effective
- A case of legionnaires' disease/legionellosis associated with the system

**For cooling towers, a separate risk assessment is required (in addition to the overall building Water Risk Assessment) to be carried out at least 12 monthly and again at a more frequent interval should the Cooling Tower risk assessment determine it necessary or there is a significant change to the water system (as above).**

Water risk assessments should consider all risks within the building and impacts that may affect the DWP water supply, including but not limited to:

- other occupants in shared buildings/areas
- shared water supplies
- Landlords assets and system such as water tanks and relevant little used outlets which may impact or contaminate the DWP water supply.

Where the WRA is carried out on a Landlord owned building, the WRA shall define the extent of the water system to be maintained by the Department and the allocation of responsibility of activities within the Written Control Scheme.

The Department shall ensure that Water Risk Assessments are undertaken, devising appropriate written, control schemes and the necessary monitoring and assurance activities are carried out to ensure they are implemented and remain effective or that any elevated risks are appropriately identified, tracked, and mitigated.

Water Risk Assessments shall be available at each Premises for building users to access, where required. Electronic copies shall be recorded against the site in the Supplier's CAFM. Remedials identified during the Water Risk Assessment shall be raised as remedial work orders in the Supplier's CAFM and shall be completed, by the Supplier, in accordance with the work order priority. If improvements/upgrades are identified during a Water Risk Assessment, the Department's Nominated Representative shall assess the proposal and shall action accordingly.

#### **4.0 REQUIRED OPERATING REGIME**

All equipment is to be operated in line with the systems design and in accordance with the description of the correct and safe operation of the system as defined in the written scheme. Should any amendments to the operation of the system be required, the Supplier shall immediately identify this, in writing, to the Department's nominated representative.

#### **5.0 MAINTENANCE STRATEGY**

All water assets are subject to a maintenance regime as defined in the relevant SFG20 regime (below), and also in accordance with the Manufacturer's instructions and the Written Scheme

of Control contained in the Water Risk Assessment for the specific building(s). Note that the list below is not exhaustive and it is the responsibility of the Supplier to ensure that the correct PPM regime is identified for all assets.

- 30-02 – Cooling Towers – Precautions against Legionnaires Disease
- 30-04 – Adiabatic Coolers
- 31-01 – Introductory Procedures – Hot and Cold Water Services
- 31-03 – Train Water Points
- 31-04 – Water Sampling Procedure
- 32-01 – Introductory Procedures – Hot Water Supply
- 32-02 – Hot and Cold Water Services – General
- 32-05 – Hot Water Calorifiers – Heated by LTHW
- 32-06 – Hot Water Calorifiers – Heated by MTHW, HTHW or Steam
- 32-07 – Heated by Electricity
- 32-09 – Hot Water Cylinders
- 32-10 – Unvented Hot Water Systems
- 32-13 – Direct Fired Water Heaters
- 32-14 – Instantaneous Electric Water Heaters (Non Drinks Type)
- 32-15 – Packaged Electric Water Heaters – Cistern Type
- 32-16 – Vented Hot Water Systems
- 40-XX – Pipework Systems (8 regimes)
- 51-XX – Showers (5 regimes)
- 61-XX – Valves (22 regimes)
- 104-XX – Mothballing (3 regimes)
- 105-XX – Reactivation (3 regimes)
- 23-XX – Fire Protection Systems (4 regimes)
- 56-02 – Cold Water Storage Tank and Cistern
- 57-02 – Swimming Pools
- 65-XX – Water Treatment (6 regimes)
- 83-21 – Water Systems, Management Audit
- 83-22 – Water Safety Plan (WSP)
- 87-26 – Water Risk Assessment (Legionella)
- 87-27 – Water Sampling and Testing – Closed-Circuit System
- 87-28 – Independent Water Risk Assessment (Legionella)

Any risks to the effective delivery of the Written Scheme of Control shall be identified by the Supplier to the Department immediately on identification.

Any remedial tasks identified, are required to be carried out in accordance with the identified timeframes and any trends identified, notified to the Department via normal reporting processes.

The Supplier shall implement a procedure that ensures that any changes to Written Control Scheme as identified in the WRA are addressed, in updated PPMs, within 10 working days of the issue of the WRA. This will include, for example, revised templates for weekly little used outlet flushing or monthly sentinel temperature checks.

The Supplier shall work with the Department to understand the impact of any changes in occupancy/use on the Written Scheme of Control and the flushing of little used outlets, either identified by the user, Supplier or DWP Estates.

The Supplier shall implement processes, approved by the Department, to manage any incidents where legionella bacteria is detected through water sampling. This process shall include clear



routes for escalation, remedial action prioritisation, tracking, re-sampling and the process of isolating parts of buildings and/or building closure. The Supplier shall ensure that they have suitable and sufficient resources to deliver these response and escalation processes.

The Department will seek assurance from the Supplier that the overall Legionella Management Plan and Control Schemes are being delivered and are effective. This will be achieved through the Supplier carrying out audits and reporting the findings to the Department and independent audits carried out by the Department and/or their nominated representatives.

The Supplier shall ensure that any risks, either resulting from DWP or the Landlord's management of their respective elements of the water system(s), are identified and recorded on a live water risk tracker. This tracker shall be kept up to date with all known water hygiene related risks and the Supplier, in liaison with the Department, shall ensure that mitigation plans are identified and implemented in order to reduce and eliminate the risk.

## **6.0 ADDITIONAL REQUIREMENTS/NOTES**

Each site, as part of the WRA, will have a detailed asset register of all infrastructure water systems and associated component parts and shall have current and valid schematic diagrams of the layout of the plant or system. These schematic diagrams shall clearly delineate ownership of parts of the system between the Department and the Landlord and other occupants.

All new and/or modified designs are to be sustainable and aid future cleaning, flushing, disinfection, and disposal (e.g., by providing suitable access points in the system).

Any assets/drawings that are found to be incorrect are to be identified and the asset register or and/or drawing updated in accordance with the asset change process.

All warranty information for any assets are to be transferable to and shared with the Department. Warranty details shall be included in the CAFM ensuring that assets that remain in warranty are highlighted when any remedial/reactive activities are identified. All asset warranty requirements shall be incorporated, by the Supplier, into the PPM regime.

## **7.0 DELIVERY**

All assets are to have an assessment done prior to maintenance, to ensure that no disruption to the operational users is caused. I.e., access requirements, no heating/hot water for prolonged periods. If any service disruption is probable, then a recommendation for Out of Hours (OOH) works is to be submitted to the Department for agreement.

All assets must be asset tagged and recorded, referenced on plans / diagrams including sentinel taps and test / sampling locations. All remedial and reactive work orders associated with water systems shall be raised against the DWP asset number.

All asset data is to be verified prior to starting the task to verify that the asset is as stated. If there are any deviations, these are to be notified to the Supplier to enable the asset data change to be implemented. Following all activities, the Supplier shall ensure that the site Water Log Book (see section 9.0) and all electronic documents are updated.

Access to assets for the completion of PPMs (e.g. for access to Cold Water Storage Tanks) must be provided by the Supplier in a timely manner to avoid any delay/disruption to the planned PPM. The need for permanent access (e.g. fixed ladders), if required, shall be identified by the Supplier, and raised as a work order for approval via the usual commercial routes.



Following updates and reviews to site Water Risk Assessments, the Supplier shall ensure that any templates used on site for the purposes of delivering the maintenance regime (including PPMs) are updated accordingly. For example, changes to sentinel locations or little used outlet flushing locations shall be updated on the site templates within 5 working days of the issue of a new Water Risk Assessment.

## **8.0 REQUIRED SPARES AVAILABILITY**

The Supplier is required to carry any critical spares as identified as per asset/site specific. These critical spares will include long lead time items, potential obsolete parts and consumable parts. This will be a dynamic process as the contract rolls through its tenure and it is the Supplier's responsibility to ensure that spares holdings are identified and amended as required and that appropriate records are held to track the location of spares held.

The supplier shall ensure that all spares are stored and managed in a safe, managed and maintainable condition. The Supplier shall ensure that spares are managed and rotated to ensure in-date usage.

## **9.0 OPERATIONS, MAINTENANCE HISTORY AND CONDITION MONITORING RECORD REQUIREMENTS**

The Supplier shall:

- Ensure that any previous tests are recorded, held and shared with the Department through the CAFM system.
- Ensure that a site Water Log Book is held and updated with the latest information (see documentation requirements, as below).
- Any remedials identified have been carried out and completed prior to the date the action was due.
- Any reactive works identified have been carried out and completed prior to the date the action was due.
- Any conditional monitoring or recommendations are identified and recorded in order to develop asset performance history data.
- Any Technical Bulletins for any of the assets are implemented and shared with the Department.
- Any updates to SFG20 or other associated references are identified to be Department and implemented as agreed.

## **10.0 DOCUMENTATION REQUIREMENTS**

The latest and valid version of the site Water Risk Assessment shall be held in hard copy in the Water logbook on site. This is in addition to the following documents:

- System schematic diagrams
- Description of the correct and safe operation of the system
- Written Control Scheme
- Attendance record
- Management pathway structure demonstrating roles and responsibilities related to management of water hygiene and names/contact numbers
- Building defects log describing current issues with the water system
- Cold Water Storage tank inspection log
- Shower head/spray head cleaning and descale log
- Thermal mixing valve servicing records

- Little use outlet flushing register
- Monthly sentinel outlet temperature monitoring record (cold water)
- Monthly sentinel outlet temperature monitoring record (hot water)
- Water heater/calorifier monthly temperature record
- Representative outlets monitoring results
- Calibration certificates
- Water sampling results
- Disinfection certificates
- RPZ valve testing records
- Emergency response procedure in the event of a positive bacteria sample result
- Procedure to be followed if a test determines an out of specification result (i.e., temperature too high/low)
- All records/reports/templates required to maintain and check a cooling tower system (in addition to the above)

All documents shall reference the DWP asset number and be physically tagged wherever possible. All testing/sampling undertaken at UKAS accredited laboratories shall reference the applicable DWP asset number(s). The manual documents described above are held in hard copy format on site and must be completed immediately on completion of the task. The documents shall include the name of the individual carrying out the activity, a signature and a date of completion and must be legible.

There will be a requirement for any drawings to be updated and made available to the Department when discrepancies are identified.

There may also be a requirement to take photographs for clarity and confirmation of findings and condition.

All data/documentation needs to be uploaded in a timely manner to the clients CAFM system, currently Concept.

The Site Logbooks shall be maintained and demonstrated to the Department by the Supplier and will be subject to routine assurance checks by the Department in accordance with, but not limited to the L8 guidelines.

## **10.0 COMPETENCY AND TRAINING**

All individuals carrying out maintenance on water systems must have the relevant competency and qualifications and this requires tangible evidence.

The Supplier will be required to maintain a competency matrix that is reviewed regularly for accuracy, audited, and maintained. The Supplier shall also provide the Department with a robust and effective process for ensuring that Engineer(s) dispatched to undertake works on water systems have the correct competency to work on the elements planned and that their qualification and applicable training remains valid. The Supplier will be required to routinely monitor and audit the technical competencies of their own Supply Chain and provide such evidence to the Department. Where testing laboratories are used, the Supplier shall ensure that these laboratories are UKAS accredited and records are maintained to demonstrate this.

Responsible Persons will be named, and they will be responsible for the assurance to the Department, that the Legionella Management Plan and Control Schemes are being delivered and effective.



EQUIPMENT MAINTENANCE STANDARD  
WATER SYSTEMS

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This will be subject to internal Assurance and Assurance by DWP Estates on a regular and ad hoc basis



**DEPARTMENT FOR WORK AND PENSIONS**  
CONTRACT SCHEDULE 2 - SCOPE  
**ANNEX V – CURRENT INTEGRATOR SCOPE OF SERVICES**

**COMMERCIAL IN CONFIDENCE**

8<sup>th</sup> August 2023





DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

## CONTENTS

<b>1. INTRODUCTION .....</b>	<b>2</b>
1.1. OBJECTIVES .....	2
1.2. OVERVIEW OF REQUIREMENT .....	2
<b>2. SERVICE REQUIREMENTS – HELPDESK .....</b>	<b>5</b>
2.1. GENERAL REQUIREMENTS FOR HELPDESK .....	5
<b>3. SERVICE REQUIREMENTS – WORK ORDER MANAGEMENT .....</b>	<b>10</b>
3.1. GENERAL REQUIREMENTS FOR WORK ORDER MANAGEMENT .....	10
3.2. RAISING WORK ORDERS.....	11
3.3. TRANSMISSION OF WORK ORDERS .....	13
3.4. MANAGING WORK ORDERS.....	14
3.5. COMPLETION OF WORK ORDERS .....	14
3.6. PROACTIVE MANAGEMENT OF WORK ORDERS.....	16
3.7. MANAGING BREACHED OR FAILED WORK ORDERS.....	16
3.8. AUTHORITY SUPPLY CHAIN MEMBER REQUIREMENTS .....	18
<b>4. SYSTEM REQUIREMENTS .....</b>	<b>19</b>
4.1. HELPDESK SOLUTION .....	19
4.2. WORK ORDER MANAGEMENT SOLUTION .....	19
4.3. SYSTEM ACCESS.....	21
<b>5. DATA AND REPORTING REQUIREMENTS.....</b>	<b>23</b>
5.1. GENERAL REPORTING .....	23
5.2. HELPDESK AND WORK ORDER REPORTING.....	23
<b>ANNEX 1 – RESPONSE TIMES .....</b>	<b>24</b>

## 1. INTRODUCTION

### 1.1. Objectives

- 1.1.1. The Supplier shall provide a **"Helpdesk Solution"** that will
- (a) play a key role in the management and maintenance of all services across the Authority Estate by acting as an interface for all building users to request reactive maintenance or support and raise any workplace, property, security and FM-related issues and queries; and
  - (b) operate as both strategic management and quality monitoring tool and be the focus and key interface for all day-to-day operational activities across all aspects of Estates services.
- 1.1.2. The Supplier shall provide a proactive and efficient management of the Work Orders (**"Work Order Management"**) to provide integration between building users, the Authority and the Authority Supply Chain Members to support the management of the Authority Estate and Authority Estate services.

### 1.2. Overview of Requirement

- 1.2.1. The Supplier shall provide a Helpdesk Solution, which shall be the single point of contact for all building users in relation to all workplace, property, security and FM-related service requests (excluding for some third party or Landlord-managed properties). This shall include the end-to-end management of planned, condition-based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling, and any other Work Orders relating to the occupation of the relevant Authority Premises.
- 1.2.2. The Supplier shall provide a Work Order Management system and service that enables the raising, tracking and completion of Work Orders to ensure high levels of customer service and deliver overall value for money. The Supplier System(s) will enable robust financial control and governance of all spend by the Authority.
- 1.2.3. The Supplier shall provide Services that are not only automated by the System(s) Solution but also require Supplier Personnel in order to be delivered to support the Authority with strategic and operational planning, providing deeper insight and prediction to support decision making. This may include providing recommendations to the Authority through insightful and commercially astute data analysis, participating in Authority meetings and supporting strategic decision making with industry knowledge, data analysis and business intelligence.
- 1.2.4. This Statement of Requirements sets out the general service scope, response and completion times associated with the provision of Helpdesk and Work Order Management Services.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- 1.2.5. The Authority requires the Supplier, in compliance with and using the standard of care and Good Industry Practice required by this Agreement, to carry out all activities, operations and functions expressly stated in or reasonably to be inferred as required by this Statement of Requirements.
- 1.2.6. Nothing contained in this Schedule 2.1C (Helpdesk and Work Order Management), irrespective of its terms, shall limit or reduce the Supplier's obligations and responsibilities set out in the Clauses or Schedule 1 (Definitions) of this Agreement and the remainder of this Schedule 2.1 (Statement of Requirements).
- 1.2.7. Without prejudice to the above, the Supplier shall provide Helpdesk and Work Order Management Services as part of the Services and in accordance with this Agreement, using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money. The Supplier shall ensure the Helpdesk and Work Order Management Services shall comply with all requirements set out in this Agreement, including, without limitation, this Schedule 2.1C (Helpdesk and Work Order Management).
- 1.2.8. The Supplier shall provide the Helpdesk and Work Order Management Services as specified in this Agreement in accordance with the values and behaviours set out in the Account Management Statement of Requirements (Schedule 2.1B (Account Management)).
- 1.2.9. The Supplier shall, during the Mobilisation Phase (as stated in Schedule 6.1 (Mobilisation)), provide for Approval by the Authority a "Helpdesk and Work Order Management Detailed Solution" that shall include details on how quality assurance (including legal assurance) and management will be deployed in the delivery of the Agreement and be used to ensure the Services are delivered:
- (a) to a legally compliant and fit for purpose standard;
  - (b) on time;
  - (c) within budget; and
  - (d) in accordance with all contractual and statutory obligations.
- 1.2.10. Once Approved by the Authority, the Supplier shall execute, deliver and manage the Helpdesk and Work Order Management Detailed Solution in line with requirements of this Agreement.
- 1.2.11. This Statement of Requirement, sets out the Service requirements for the following:
- (a) Helpdesk;
  - (b) Work Order Management; and

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- (c) third party helpdesk interaction.

1.2.12. The Supplier shall provide Helpdesk and Work Order Management Services to enable the Authority to:

- (a) act as an escalation point for managing Helpdesk and Work Order failures, and any service failures;
- (b) be responsible for Authority Supply Chain Member liaison and coordination to manage resolution of Helpdesk and Work Order disputes;
- (c) proactively monitor Work Order status;
- (d) undertake strategic review of any identified trends from Helpdesk call reviews (using information and reports provided by the Supplier);
- (e) be responsible for managing Authority Supply Chain Members' performance;
- (f) update the Supplier on agreed corrective actions;
- (g) approve estimates and implement the Delegated Financial Authority ("DFA") process using the Supplier's System;
- (h) validate any operational requirements of Work Orders; and
- (i) validate the nature and extent of Work Orders and value for money.

## **2. SERVICE REQUIREMENTS – HELPDESK**

### **2.1. General Requirements for Helpdesk**

- 2.1.1. The Supplier shall provide a Helpdesk Solution utilising multiple ways for all building users to report for the purpose of notifying faults, potential issues requiring attention, or to request the provision of new or replacement equipment. All such events shall be initiated via a Work Order.
- 2.1.2. The Supplier shall provide a robust, customer-focused Helpdesk which will be the main point of contact between building users and the Authority Estate team, and must therefore be quick, simple and intuitive to use for all building users.
- 2.1.3. The Helpdesk Solution should be able to record inbound requests received in a variety of methods, including (without limitation):
- (a) email;
  - (b) telephone; and
  - (c) through a secure self-service portal (the self-service portal is not required for the Operational Services Commencement Date; this requirement is to be discussed further during the Mobilisation Phase and developed with the Authority).
- 2.1.4. The Helpdesk Solution will provide services in, but not limited to, the following areas:
- (a) reactive management, including for example where a security guard or cleaner does not arrive to the Authority's Premises;
  - (b) planned maintenance management;
  - (c) catalogue of item requests;
  - (d) works requiring an estimate from the Authority Supply Chain Members;
  - (e) Work Orders requiring purchase orders from the Authority;
  - (f) general information about the Authority Estate and Authority Estate services;
  - (g) utilities data for example meter reading information; and
  - (h) other requests that the Authority may require during the term of this Agreement.
- 2.1.5. The Helpdesk shall be available 24 hours per day, every day of the year, to accommodate the Authority's requirements. The Supplier shall provide dedicated resource, for example a Helpdesk team that does not work on

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

other accounts for the Supplier during Core and Non-Core business hours. The Supplier shall co-ordinate the required responses to Helpdesk requests to the Authority Supply Chain and Authority during Core and Non-Core business hours. The Supplier acknowledges that the Authority Estates Field Team will be a point of escalation, where there is a risk to business continuity or an extreme incident.

- 2.1.6. Throughout the Term the Supplier shall demonstrate to the Authority that the Helpdesk Service capability is appropriately matched to the prevailing business need. The Supplier shall have the capability to expand and/or reduce the Helpdesk Service as agreed with the Authority and in particular the capability should have sufficient flexibility to deal with the varying demands placed on the Helpdesk Service by events and matters such as Covid-19 or any other factors increasing or decreasing business need.
- 2.1.7. The Helpdesk shall operate in line with and use the Response Times set out in Annex 1 – Response Times to this Statement of Requirements when raising and allocating Work Orders.
- 2.1.8. The capability of the Helpdesk Solution shall include (but is not limited to):
- (a) providing a single point of contact for all building users in relation to all property/facilities management related service requests;
  - (b) the ability for the nominated members of the Authority Estates Field Team or Authority Supply Chain Members to raise a new Work Order directly themselves, view the progress of a Work Order and re-open any Work Order believed to have been closed in error;
  - (c) dealing effectively with Authority building users' requests;
  - (d) the ability to raise a complaint or compliment;
  - (e) providing an easy to use, helpful and intuitive service for building users;
  - (f) promoting service delivery efficiency;
  - (g) efficient routing of Work Orders to where they can most appropriately be resolved;
  - (h) limited disruption to the Authority in relation to minor issues or queries;
  - (i) visibility of all service lines allowing synergies to be identified and realised;
  - (j) the ability to manage and challenge demand of Work Orders and ensure costs are allocated accurately;



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- (k) prioritising customer care by allowing building users to contact the Helpdesk to follow up on queries and concerns;
- (l) creating customer satisfaction surveys to drive service delivery quality and effective performance management;
- (m) providing clear ownership and audit trail of queries and issues through to resolution;
- (n) an appropriately staffed, qualified, Authority-intelligent and supervised helpdesk service;
- (o) the capture of and monitoring and escalation of active requests; and
- (p) the ability to use data captured from the Helpdesk to create flexible and comprehensive reporting.

2.1.9. In addition, the Helpdesk shall:

- (a) provide Incident Triage data capture and incident notification (to the Authority including Authority Estates Building Managers and where relevant the Authority Supply Chain Members);
- (b) have the ability to capture details on any incident to support triage and send status notification to the Authority and Authority Supply Chain Members;
- (c) create and store (in line with data retention requirements) incident reports for the Authority to access; and
- (d) enable the Authority to manage responses to any incidents.

Incidents are currently classified as “minor”, “major” and “extreme”.

- 2.1.10. The Supplier personnel operating the Helpdesk shall be friendly, polite, responsive, willing to help and behave in a professional manner and customer focussed manner.
- 2.1.11. The Helpdesk Solution shall have the ability to record, report and analyse the performance of the Helpdesk Services. For example, the Supplier will monitor the response rate to both telephone calls and email requests.
- 2.1.12. All Helpdesk requests (call, email or other) shall be recorded and kept for a period to be proposed by the Supplier and Approved by the Authority.
- 2.1.13. The Supplier will use a response script Approved by the Authority for requests made to the Helpdesk for both telephone calls and emails. This script will aim to automate the most effective and appropriate allocation of Helpdesk requests. The questions in the script should be able to be made mandatory or optional.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- 2.1.14. The Supplier shall determine the most appropriate solution to any request or ticket raised, depending on the circumstances. In particular, the Helpdesk must be able to give an appropriate response to reported issues such as:
- (a) ensuring faults and/or potential issues are resolved during the call where possible by providing real-time status updates for previously logged calls/emails for the same fault and/or where a Work Order has already been raised or assigned, or guidance as to the Authority policy regarding (for example) heating and/or cooling policy, spending controls and demand management limitations);
  - (b) advice and guidance as to measures that can be taken locally by the Authority to rectify the issue, with due regard for health and safety and competence required to enact the measures;
  - (c) where an issue cannot be resolved during the request, the most economic and effective solution should be instigated and assigned a Response Time and a Work Order should be assigned to the most appropriate Authority Supplier Chain Member to undertake the work. The Work Order may be assigned to the Authority Supply Chain Member locally to undertake a “first response” type diagnosis and/or first fix;
  - (d) The Supplier shall ensure that requests / tickets are dealt with and accurately categorised on a priority basis, for example, lift entrapments should be dealt with quicker than requests for new white goods. For the avoidance of doubt, the Authority shall advise on the requirement for this during the Mobilisation Phase;
  - (e) where the issue does not relate to an estates, property or facilities issues, re-direct request / ticket to the most appropriate channel for them to use, such as for personal I.T. related issues, transfer or refer the individual to the Authority’s “DWP Place”, or third party providers;
  - (f) if a request / ticket is not authorised, it shall be formally rejected; and
  - (g) details of all requests / tickets, (accepted and rejected), shall be logged to enable demand tracking.
- 2.1.15. The Supplier shall ensure the telephone Helpdesk channel is accessible via a single UK-based landline number to be agreed with the Authority. If required, (to be advised by the Authority during the Mobilisation Phase), a “short-dial” number for access within the Authority’s telecoms network will be provided.
- 2.1.16. The Supplier shall ensure the Helpdesk channel is accessible via email using a single email address for all non-urgent requests such as requests for goods.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- 2.1.17. The Supplier shall ensure all requests / tickets raised to the Helpdesk are acknowledged, and regular updates are provided to the requestor.
- 2.1.18. The Authority's responsibilities are as per paragraph 1.2.12 of this Statement of Requirements, Schedule 2.1C (Helpdesk and Work Order Management).

### **3. SERVICE REQUIREMENTS – WORK ORDER MANAGEMENT**

#### **3.1. General Requirements for Work Order management**

- 3.1.1. The Supplier shall provide a service for the end-to-end management of all Work Orders including planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other Work Orders relating to the occupation of the Authority's Premises.
- 3.1.2. The Supplier shall deliver a Work Order Management Solution that includes, but is not limited to:
  - (a) the orchestration of reactive / planned works to the Authority's Supply Chain Members based on the Master PPM Schedule and Work Orders generated by the Helpdesk or directly by nominated Authority personnel such as the Authority Estates Field Team;
  - (b) the ability to monitor and track all Work Orders; and
  - (c) reporting to reflect Work Order status, progression, completion and any non-compliance.
- 3.1.3. The Supplier's Work Order System must be available to Authority Supply Chain Members, to use as their primary Work Order management system. The majority of Authority Supply Chain Members will use their own system and be linking, integrating and interfacing to/with this Solution.
- 3.1.4. The Authority requires a Work Order Management Solution that enables the raising, tracking and completion of Work Orders to ensure high levels of customer service and overall value for money. The Supplier Solution will enable robust financial control and governance of all spend by the Authority. This will be achieved by the following:
  - (a) utilising the Supplier's skills, experience and expertise to actively manage Work Orders from initiation through to final close-out within the specified timescales;
  - (b) aligning the Authority Supply Chain Members and others, (such as Authority partners in Co-Locations) to the overall Work Order management process and the associated Service Level Agreements ("SLAs");
  - (c) use a systematic approach when responding to requests made via the Helpdesk to ascertain the appropriate information needed to accurately raise and allocate Work Orders;
  - (d) proactively manage Work Orders to support the Authority to drive Authority Supply Chain Member performance; and
  - (e) ensure building users are made aware of any potential SLA failure.

- 3.1.5. The Authority, Authority Supply Chain Members and other parties may make the initial report via the Helpdesk channel and be the recipient of subsequent Services and/or Authority Supply Chain Services arising from Work Orders and receive Work Order updates as and when they arise.
- 3.1.6. The Supplier shall execute, deliver and manage the Work Order Management Solution in line with the values and behaviours referred to in Schedule 2.1B (Account Management).
- 3.1.7. The Authority's responsibilities are as per paragraph 1.2.12 of this Statement of Requirements, Schedule 2.1C (Helpdesk and Work Order Management).

### **3.2. Raising Work Orders**

- 3.2.1. In line with the business process included in Annex 4 of Schedule 2.1B (Account Management) of this Agreement, Work Orders can be raised by the Supplier using best professional judgement as to whether a Work Order is required and if so, which Authority Supply Chain Member(s) or others, (such as Landlords), are most suitable to deliver the Services and which Response Times are appropriate.
- 3.2.2. Potential issues, faults, events or requests can only be notified to the Supplier via the Helpdesk by:
  - (a) Authority personnel;
  - (b) Other Government Departments who may be tenants of the Authority Premises or occupy their own space in a shared property forming part of the Authority Premises. In these instances, as the Authority will advise during the Mobilisation Phase, a cost centre or other identifier may be required to be captured during the call into the helpdesk telephone channel;
  - (c) commercial tenants, (the Authority shall advise on who these are during the Mobilisation Phase);
  - (d) Authority Supply Chain Members;
  - (e) Landlords of the Authority;
  - (f) the Supplier or the Authority Supply Chain Member raising Work Orders proactively or Work Orders that may be required (which shall be treated in the same way as all other Work Orders);
  - (g) in emergency situations, the emergency services, (i.e. Police, Fire Brigade etc). In these circumstances, the Supplier shall notify the Authority as soon as possible; and
  - (h) other third parties nominated by the Authority (to be advised during the Mobilisation Phase).

- 3.2.3. When receiving a request to Helpdesk either through telephone call, email or the self-service portal, the Supplier will execute, via an agreed script, a full diagnostic of the issue in order to ascertain which Response Times (as referenced in Annex 1 – Response Times) should be assigned and to which Authority Supply Chain Member the Work Order should be allocated. Within this process, full consideration should be given to any and all issues that may be required including liaison with Landlords or tenants, (pursuant to the Landlord and Tenant Act 1954). Work Orders shall be issued to the most suitable Authority Supply Chain Member or Landlord as soon as practicably possible. Whilst the Authority Supply Chain Members are responsible for ensuring that Work Orders are responded to and completed within the agreed Service Level, the Authority is the point of escalation for non-performance of Work Orders by the Authority Supply Chain Members. The Supplier shall act proactively to help ensure these measures are met.
- 3.2.4. The Supplier shall, during a request into the Helpdesk, ensure full details of the request are accurately captured within the Supplier Solution and ensure time-stamping of this and all subsequent updates to the Work Order to enable accurate performance measurement and management, and reporting.
- 3.2.5. The Work Order Management Solution will be able to produce auto-generated updates to the call initiator via email, if the initiator has opted in to such emails. These will be triggered by select Work Order status changes and should be based on differing pre-defined templates.
- 3.2.6. For the avoidance of doubt, the Authority has a DFA with value limits across cost objects. Where a Work Order results in a purchase order a Delegated Purchasing Authority needs to be applied based on category codes. These are maintained within the Authority finance system, (which, for information, is currently Oracle RM12). Refer to Schedule 2.1E (Cost and Finance Management) for details of finance processes and requirements. During the Mobilisation Phase the Authority will clarify these business rules and processes.
- 3.2.7. The Supplier's Solution shall have the capability to categorise and track the status of Work Orders including but not limited to the following:
- (a) Core Services (i.e. included in Authority Supply Chain Members Core Services and / or covered by the Authority Supply Chain Member comprehensive liability threshold ("**CLT**"));
  - (b) Variable Services (i.e. included in the Authority Supply Chain Members Variable Services and / or **not** covered by the Authority Supply Chain Member CLT), being works requiring an estimate from the relevant Authority Supply Chain Member(s) or works requiring purchase orders from the Authority. The Supplier Solution must be capable of generating a single or multiple purchase order request form;
  - (c) Chargeable Services;

- (d) Remedial;
- (e) reactive management (including where e.g. a security guard or cleaner does not arrive at site, and the Helpdesk is notified);
- (f) incidents and incident management as per paragraph 2.1.9;
- (g) planned preventative maintenance ("**PPM**"); and
- (h) requests/other e.g. moves and equipment removal Work Order.

### **3.3. Transmission of Work Orders**

- 3.3.1. The Supplier shall receive and then transmit Work Orders as soon as practicable to/from the most appropriate Authority Supply Chain Member via (in order of preference):
- (a) integration with the relevant Authority Supply Chain Member's system;
  - (b) via a Supplier Portal and provide access to this portal for all Authority Supply Chain Members; and
  - (c) email to a nominated email account (to be advised by the Authority during the Mobilisation Phase). The format of the email shall be proposed by the Supplier as part of the Supplier's System Detailed Solution.
- 3.3.2. The Supplier shall then ensure that the Work Order Management Solution allows the Authority Supply Chain Members to update the Work Order in the Supplier Solution in "Near Real Time" using any method listed above. The intention being that any operative of the Supplier Solution has the most up to date information regarding any Work Order. Update events should include (without limitation):
- (a) any scheduling of Work Orders by Authority Supply Chain Members;
  - (b) starting of Work Order in Authority Supply Chain Members' systems;
  - (c) temporary fix applied;
  - (d) awaiting parts;
  - (e) parts and/or labour added to Work Order;
  - (f) any notes added to Work Order;
  - (g) indication if the SLA for the Work Order will be missed;
  - (h) financial status (e.g. invoice paid); and
  - (i) completion of Work Order.



- 3.3.3. For the avoidance of doubt, the relevant Response Time (from Annex 1 – Response Times to this Statement of Requirement), shall start upon transmission commencing as per paragraph 3.3.1 (a) – (c) of this Statement of Requirements.

### **3.4. Managing Work Orders**

- 3.4.1. The Authority shall manage all Work Orders to ensure that work is completed in line with the Response Times.
- 3.4.2. The Supplier shall proactively seek updates from and liaise with the Authority Supply Chain Members, on-site contacts and the Authority's employees, Landlords, tenants and other Government departments or public bodies, to ensure they proactively update the status of Work Orders and accurately complete Work Orders.
- 3.4.3. The Supplier's Work Order Management Solution shall have the capability to provide automated prompts to Authority Supply Chain Members for updates on Work Orders. For the avoidance of doubt, "proactively update" includes inserting a contemporaneous narrative description to provide an accurate audit trail including (without limitation):
- (a) for Work Orders completed within the Response Times, details of any work undertaken outside of normal parameters, for example an explanation of why certain things were done; and
  - (b) for Work Orders not completed or not likely to be completed within the Response Times an update on why the work has not been completed, how the Authority Supply Chain Member is expediting a solution and an estimated time of completion.

### **3.5. Completion of Work Orders**

- 3.5.1. Upon completion of a Work Order, the Supplier shall ensure the relative Authority Supply Chain Member or others, (such as Landlords/Warranty holders), formally "completes" or requests "completion" of the Work Order ensuring this is time-stamped to enable SLA, KPI and SPI performance tracking.
- 3.5.2. The Supplier shall ensure only fully and satisfactorily completed Work Orders are verified for payment, thereby ensuring value for money.
- 3.5.3. The Supplier shall ensure that in any circumstance where Work Orders have been "completed" (or closed) by the Authority Supply Chain Member(s) or by other parties (such as Landlords), and the Authority (including the initial requestor) does not agree that the Work Order has been completed or can confirm that the Work Order has not been completed, or has not been completed satisfactorily, that Work Order is classified as "disputed". The Supplier will then instigate the remedial activity set out in paragraph 3.7. In these circumstances, the Authority shall ensure full satisfactory resolution is achieved (i.e. the Work Order is closed to the satisfaction of all parties) within 2 (two) months from the

original date of the Work Order and shall provide updates to the Supplier as required.

- 3.5.4. If the investigation proves the work has not been completed or has not been completed to the required quality standard, the Work Order Response Time will be continued from the time/point of the initial closure, i.e. the time taken to investigate shall be included in the time taken to undertake and complete the work. The Authority and the Authority Supply Chain Member or others, (such as Landlords), shall be made aware of the outcome of this process.
- 3.5.5. For clarity, there may be occasions where a Work Order may need to be re-opened, amended, replaced or status changed in other stages of its lifecycle. The Supplier Solution shall have the capability to provide an audit trail of any such changes to a Work Order.
- 3.5.6. The Work Order Management Solution should provide the capability that when a reactive Work Order is raised and assigned to a location in the first instance, the Asset which was repaired must be recorded against the Work Order before it can be closed. Where possible an Asset should be associated to a Work Order from inception.
- 3.5.7. The Work Order Management Solution should not allow PPM Work Orders to be closed when a Compliance Documentation is uploaded until the Compliance Documentation has been verified by the Authority as valid and compliant.
- 3.5.8. All maintenance, labour and replacement parts costs must be recorded against an Asset during maintenance or fault remediation irrespective of cost and whether or not within the CLT and be transmitted back and stored in the Supplier Solution against the Work Order and Asset Register Asset records, and / or other records as required.
- 3.5.9. The Supplier Solution must have the ability to manage Schedules of Rates linked to Authority Supply Chain Services. Refer to the Cost and Finance Management Statement of Requirements (Schedule 2.1E (Cost and Finance Management)) and key processes in Annex 4 of Schedule 2.1B (Account Management) for additional information relating to Work Orders.
- 3.5.10. The Supplier Solution shall have the capability to identify and report on Work Orders that relate to non-compliant assets where an asset has been isolated or taken out of use.
- 3.5.11. The Supplier Solution shall have the capability to identify and report on operational impacts of Work Orders. For example, where a Work Order relates to a lift not functioning and requiring urgent maintenance, and it is the only lift in the building.

### **3.6. Proactive management of Work Orders**

- 3.6.1. The Supplier shall adopt a proactive approach to managing Work Orders in particular those which remain unresolved (i.e. not completed) and are

approaching their Response Time / SLA timeframe. In this regard, the Supplier shall establish and maintain an “about to breach” type system and process, so that potential Work Order failures are avoided. This system and process shall include but not be limited to:

- (a) the Supplier undertaking a daily review of all open (i.e. not completed) Work Orders to identify Work Orders that may be about to breach, for example, those Work Orders that have only 25% of their original Response Time remaining and / or those that are related to or associated with high risk services or “priority 1” and “priority 2”<sup>1</sup> services or elements, (e.g. lifts, heating, lighting and security equipment etc),
- (b) upon identification of such Work Orders, the Supplier shall notify the nominated Authority personnel. The Authority when required will instigate urgent and rapid communication with the relevant Authority Supply Chain Members to agree a suitable plan of action that will ensure the relevant Work Order does not fail. The Authority, at its discretion may notify the Supplier of the actions being undertaken to prevent failure of the Work Order. Note this may not be for all Work Orders and is at the Authority’s discretion; and
- (c) the Supplier shall communicate with the individual who raised the Work Order the detail of the actions being taken to prevent the likely failure of the Work Order.

The Work Order Management Solution must have the ability to enforce actions/processes and notifications via a workflow capability.

### **3.7. Managing breached or failed Work Orders**

3.7.1. The Supplier shall establish and maintain a system and processes, to manage failed Work Orders, i.e. those Work Orders that are either not completed within the allocated Response Time and or that the work was not of a satisfactory standard. This system and process shall without limitation:

- (a) notify the Authority and at the same time seek an explanation from the Authority Supply Chain Member(s) as to why the Work Order has failed in order to understand whether: i) the Work Order has in fact been completed but the Authority Supply Chain Member has not updated the System (i.e. categorised the Work Order as closed); or ii) the Work Order has not been completed and has in fact failed;
- (b) Enable the Authority to inform and/or update the Supplier of alternative options or agreed outcomes with the relevant Authority Supply Chain Member for completing the Work Order as required

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<sup>1</sup> Note the details of these classifications to be provided during Mobilisation Phase if not in the Virtual Data Room (if used).

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- (c) where a Work Order has or is likely to fail to meet the assigned Response Time, unless a particular individual has 'opted out' of such requirement, notification (via email or telephone as appropriate) to the individual who made the original call into the Helpdesk with a status update triggered by certain status changes on the Work Order. The individual shall be contacted again at regular intervals until the Work Order has been completed. If appropriate the individual shall be informed of the Complaint Process (as detailed at Schedule 2.1B (Account Management)); and
- (d) throughout the remaining life of the Work Order continue to seek regular updates from the Authority Supply Chain Member until the work has been satisfactorily completed.

## 3.7.2. Post event, the Authority may:

- (a) investigate the root cause for the failure, and put appropriate management measures in place to reduce the probability of future failures of a similar nature; and
- (b) ensure any systematic measures are recorded and learning shared across the Authority Supply Chain Members and with the Supplier.

## 3.7.3. The Supplier shall support the Authority in any such investigations, and where any changes or improvements are required to the Supplier's system or process, work with the Authority to address these.

## 3.7.4. The Supplier shall ensure performance-related reporting related to that Authority Supply Chain Member (responsible for the failure) which accurately records the failure.

## 3.7.5. The Supplier shall provide a summary report each month to the Authority of activity related to managing open and overdue Work Orders. This may require requesting information from the Authority and or Authority Supply Chain Members. Refer to Schedule 2.1F (Data, Analytics and Reporting) for detailed report requirements.

**3.8. Authority Supply Chain Member Requirements**

- 3.8.1. The Supplier acknowledges that a number of Authority Supply Chain Members will use also their own system in relation to Asset Register Assets.
- 3.8.2. The Supplier acknowledges that the current Security Authority Supply Chain Member may rely on the use of and access to the Supplier System(s) Solution for the assets, tasks, activities and/or works associated with the Security Services. The Supplier acknowledges that the current Security Authority Supply Chain Member is currently developing its approach to an asset register that can be integrated with the Supplier System(s) Solution.
- 3.8.3. The Supplier shall identify in Schedule 7.7 (Pricing Template), any additional costs associated with the requirement set out in paragraph 3.8.2. Such costs (if any) shall only be payable during the term of the current Security Authority Supply Chain Member's contract.
- 3.8.4. The Supplier acknowledges that during the Mobilisation Phase the Authority shall notify the Supplier if there is any change to the requirement set out in paragraph 3.8.2.
- 3.8.5. The Supplier acknowledges that there may be other Authority Supply Chain Members during the Term who will also not use their own system and may require use of and access to the Supplier System(s) Solution. The Authority shall notify the Supplier when this may be the case.

## **4. SYSTEM REQUIREMENTS**

### **4.1. Helpdesk Solution**

- 4.1.1. The Supplier must provide a Helpdesk Systems(s) Solution that has multiple channels for raising requests, for example all Helpdesk requests must be raised either by email, self-service portal<sup>2</sup> or telephone call. This must include (without limitation) facility to:
- (a) raise new tickets / helpdesk requests;
  - (b) view the progress of previously raised tickets;
  - (c) re-open tickets that are believed to be closed in error;
  - (d) complete customer satisfaction survey; and
  - (e) raise a compliment/complaint.
- 4.1.2. The Supplier shall, during a report into the Helpdesk, ensure full details of the report are accurately captured within the System and ensure time-stamping of this and all subsequent updates to the Work Order to enable accurate performance measurement and management, and also reporting.
- 4.1.3. The Solution should be able to ensure that when a message is passed from an Authority Supply Chain Member, the details of the person who created that message are passed across the interface and stored in the System.

### **4.2. Work Order Management Solution**

- 4.2.1. The Work Order Management element of the Solution must have the capability for managing and recording Work Orders from inception to completion and payment. The Solution shall include but not be limited to the:
- (a) assessment of the need and allocation of the most appropriate Response Time by the Supplier;
  - (b) identification and management of repeat/duplicate calls for the same issue/request;
  - (c) identification as to whether the Work Order is for an Asset under warranty;
  - (d) identification as to whether the Work Order is the liability of a Landlord;

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<sup>2</sup> Note – the requirement for a self-service portal is to be agreed with the Authority during Mobilisation Phase and is not required at Operational Services Commencement Date

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- (e) allocation of the Work Order to the most appropriate Authority Supply Chain Member, Landlord or Warranty holder, by the Supplier;
  - (f) facility to enable and apply Authority-allocated levels of DFA to the Authority Business Areas to ensure accurate budget holder approvals;
  - (g) receipt of Work Orders by the Authority Supply Chain Member(s) through transmission of the Work Order by integration, Supplier Portal and/or email or other mechanism as recommended by the Supplier to the Authority;
  - (h) facility to provide updates from Authority Supply Chain Members on the progress of Work Order(s) to enable proactive customer management by the Supplier and allow Authority personnel with access to the Supplier System to view updates. Updates shall include but not be limited to changing the status of the Work Order(s) based on progress, adding update notes for use in communication to Authority personnel and or Authority Supply Chain Member(s) and the time of final closure and/or completion;
  - (i) Work Order progress tracking by the Supplier and Authority and if appropriate, automated updating the Authority personnel or person who made the original report where the Work Order was subsequently raised;
  - (j) ability to re-allocate Work Order priority levels if required;
  - (k) ability to re-allocate Work Orders to different Authority Supply Chain Members;
  - (l) ability to enable the retrospective approval of a chargeable Work Order governed by the criticality of the task; and
  - (m) facility to ensure accurate and timely closure of Work Orders by the relevant Authority Supply Chain Member.
- 4.2.2. The Solution must be made available to Authority building users to be able to track and monitor Work Orders (both reactive and PPM), action approvals appropriate to the building users' designated authority level and review Work Order details at a property level in order that the building users can perform their day to day management of the Authority Supply Chain Services.
- 4.2.3. Other Government Departments may be tenants of the Authority or occupy their own space in a shared property forming part of the Authority Premises. In these instances, as the Authority will advise during the Mobilisation Phase, a cost centre or other identifier may be required to be captured during the helpdesk process.
- 4.2.4. The Supplier Solution will have the capability to have additional User Defined Fields on a Helpdesk/Work Order.



- 4.2.5. The Supplier shall ensure that the System has the functionality to identify Work Orders associated with the property that are the responsibility of a Landlord or another third party. Work Orders should then be directed to the Landlord or third party and managed appropriately.
- 4.2.6. A secure online supplier portal shall be provided by the Supplier to enable Authority Supply Chain Members to have the ability to (without limitation):
- (a) receive (and reject) Work Orders;
  - (b) manage/upload Work Order updates;
  - (c) track progress and financial status;
  - (d) review PPM information and scheduling;
  - (e) submit applications for payment for validation by the Supplier and the Authority for approval;
  - (f) consolidate and submit electronic invoices, including VAT where applicable;
  - (g) create, upload and manage quotes and estimates;
  - (h) submit invoices for validation prior to a consolidated invoice being submitted to the Authority; and
  - (i) review payments (or outstanding invoices).
- 4.2.7. The Supplier Solution should have the ability to apply differing rules to SLAs depending on business rules. This should allow the SLA to be paused and restarted depending on Work Order status; Not paused, irrespective of Work Order status; have the ability to agree and change the SLA target manually (with appropriate Audit logs).
- 4.2.8. The Supplier Solution should have the ability for Authority nominated personnel to agree and change the SLA target manually (with appropriate audit logs).
- 4.2.9. The System should enable a financial authority work-flow as defined in the Cost and Financial Management Statement of Requirements (Schedule 2.1E (Cost and Finance Management)).

#### **4.3. System Access**

- 4.3.1. The Supplier shall provide access for the Authority and nominated Authority Supply Chain Members to the Helpdesk and Work Order Management System Supplier's Solution.
- 4.3.2. The Supplier's Solution shall provide an appropriate security model that enables different user rights and access. More information regarding Security is included in Schedule 2.1G (System Requirements).

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1C TO AGREEMENT

- 4.3.3. Nominated Authority personnel may need to be provided with ability to close Work Orders.
- 4.3.4. User groups are to be defined during Mobilisation Phase.
- 4.3.5. Access should be possible from Authority Supply Chain Member and Authority mobile devices.

## **5. DATA AND REPORTING REQUIREMENTS**

### **5.1. General Reporting**

- 5.1.1. This section should be read in conjunction with the reporting requirements detailed in Schedule 2.1F (Data, Analytics and Reporting). Note this list is not exhaustive and it is expected that the Authority's reporting requirements will change over the Term.
- 5.1.2. Frequency, users and report type shall be agreed during the Mobilisation Phase.

### **5.2. Helpdesk and Work Order Reporting**

- 5.2.1. The Supplier will be expected to hold and maintain data to produce dashboards and/or reports for the Authority that provide the information on the Helpdesk and Work Order Management Services. Refer to Schedule 2.1F (Data, Analytics and Reporting) and Annex 1 to this Schedule for the requirements.

**Annex 1 – Response Times**

*1. Authority Supply Chain Members SLAs*

The Supplier shall refer to the SLAs set out in each Authority Supply Chain Member contract provided to it by the Authority. The Supplier shall apply those SLAs to the Response Times for calls and/or work orders associated with each of the Authority Supply Chain Members. The SLAs may include specific Response Times for particular Authority Premises. Any updates to the SLAs and/or Authority Supply Chain Members contracts shall be notified to the Supplier by the Authority within a reasonable time.

As referred to in clause 3.2.3 of this Statement of Requirements (2.1 C), the Supplier shall act proactively to help ensure that these measures are met.

Table 1 below should be applied in the event that the Authority has failed to provide the Supplier with any SLA as set out in each of the Authority Supply Chain members contracts.

*2. Supplier response*

The Supplier is required to provide a helpdesk that is effective and responds to customer requests, allocates such requests correctly for resolution where needed and provides advice as appropriate.

For reference, the Supplier’s helpdesk response measures are referred to in Schedule 2.2 (SLA\_SER\_06 and SLA\_SER\_07).

For Priority A, B and C calls and/or emails received, the Supplier shall notify the agreed contacts at the Authority Supply Chain Members and the Authority by phone and email within 15 minutes.

**[TABLE 1 – REDACTED]**



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

## CONTENTS

<b>1</b>	<b>INTRODUCTION .....</b>	<b>2</b>
1.1	OBJECTIVES .....	2
1.2	OVERVIEW OF SUPPLIER REQUIREMENTS: .....	3
<b>2</b>	<b>SERVICE REQUIREMENTS .....</b>	<b>8</b>
2.1	GENERAL REQUIREMENTS .....	8
2.2	WORK ORDER MANAGEMENT .....	9
2.3	AUTHORITY SUPPLY CHAIN MEMBER APPLICATION FOR PAYMENT, INVOICING AND PAYMENT .....	11
2.4	PURCHASE ORDERS .....	14
2.5	THE AUTHORITY SUPPLY CHAIN MEMBER PERFORMANCE .....	14
2.6	BEHAVIOURS AND INSIGHT .....	15
2.7	RENT, RATES, SERVICE CHARGE, DILAPIDATION PAYMENTS AND SUB-TENANT INCOME .....	15
2.8	UTILITIES .....	17
2.9	ESTATES PROGRAMME MANAGEMENT SERVICES ("EPMS") .....	17
2.10	APPLICATION FOR PAYMENT .....	21
2.11	PAYMENTS TO THE AUTHORITY SUPPLY CHAIN MEMBERS .....	22
2.12	COST AND FINANCIAL DATA AND INFORMATION VALIDATING AND REPORTING .....	22
2.13	SUB-TENANTS .....	23
2.14	FINANCE AND COST REPORTING .....	24
	ANNEX 1 – DELEGATE FINANCIAL AUTHORITY .....	26
	ANNEX 2 – SOP INTERFACE FILE SPECIFICATION .....	26
	ANNEX 3 – CONSTRUCTION INDUSTRY SCHEME .....	26

## **2 INTRODUCTION**

### **2.1 Objectives**

- 2.1.1 The Authority requires an efficient and effective cost and financial management process where:
- (a) the Authority Supply Chain Members are paid due amounts in a timely manner;
  - (b) monthly management accounting, including budgeting, forecasting and accruals management are accurate, correct and produced in line with the financial reporting requirements and timetable. For the avoidance of doubt, the Authority is responsible for financial reporting and management accounting;
  - (c) manual cost auditing is reduced through greater utilisation of system automation; and
  - (d) accurate and up to date cost and financial data and information is held in a single repository, down to site asset level, to enable the provision of Management Information to the Authority, in support of making key strategic, investment decisions and external reporting.
- 2.1.2 The Authority acknowledges the right of the Authority Supply Chain Members to make a fair and reasonable profit but equally, the Authority needs to ensure it receives value for money and overall cost efficiencies and that the Authority Supply Chain Members deliver fully their contractual requirements and obligations.
- 2.1.3 The Authority requires systems and processes in place to ensure robust financial governance and control which include Authority-based workflows.
- 2.1.4 The Supplier shall provide the Cost and Financial Management Services to enable the Authority to:
- (a) have overall financial accountability for the Authority Supply Chain Members;
  - (b) pay all associated invoices that have been verified as correct and ready for payment with support from the Supplier in the verification process;
  - (c) be responsible for budget development, monthly accounting and forecasting, and financial reporting, utilising the cost and financial data and information provided by the Supplier in support of the process;



## DWP ESTATES INTEGRATOR SERVICES

## SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (d) be responsible for monitoring, reviewing and auditing the end to end financial processes of the Supplier and the Authority Supply Chain Members;
- (e) utilise the cost and financial data and information, including trend analysis, provided by the Supplier to inform and support the development of the Authority's tactical and strategic decisions and external reporting;
- (f) generate the annual Purchase Orders associated with Authority Supply Chain Member Core Services and Variable Services and Purchase Orders associated with Authority Supply Chain Member Chargeable Services. The Authority shall provide the Supplier with the Purchase Order information, to enable the Supplier to deliver its requirements detailed within Section 2 of this Schedule 2.1E (Service Requirements);
- (g) be responsible for the validation of estimates and work orders, verifying both the operational and technical requirement of the estimate and ensuring adherence to the Authority Supply Chain Contract obligations and value for money;
- (h) own and manage the end to end cost audit process; and
- (i) leverage the data from the Supplier to analyse the Authority Supply Chain Member performance, cost and financial data and information to develop insights and recommendations.

## 2.2 Overview of Supplier Requirements:

- 2.2.1 This Schedule 2.1E (Cost and Financial Management) sets out the general service scope, response and completion times (subject to the Authority confirmation during the Mobilisation Phase) required of the Supplier associated with the Cost and Financial Management Services.
- 2.2.2 All capitalised terms in this Schedule 2.1E (Cost and Financial Management) are defined in Schedule 2.1A (Overview), Schedule 1 (Definitions) or in the body of this Schedule 2.1E (Cost and Financial Management), as the case may be.
- 2.2.3 Nothing contained in this Schedule 2.1E (Cost and Financial Management), irrespective of its terms, shall limit or reduce the Supplier's obligations and responsibilities set out in the Clauses or Schedule 1 (Definitions) of this Agreement and the remainder of this Schedule 2.1 (Statement of Requirements).
- 2.2.4 Without prejudice to the above, the Supplier shall provide the Cost and Financial Management Services as a part of the Services and such Services shall be delivered in accordance with this Agreement

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

and using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money. The Supplier shall ensure the Cost and Financial Management Services shall comply with all requirements set out in this Agreement, including, without limitation, this Schedule 2.1E (Cost and Financial Management).

- 2.2.5 The Supplier shall provide Services that are not only automated by the System(s) Solution but also require Supplier Personnel in order to be delivered to support the Authority with strategic and operational planning, providing deeper insight and prediction to support decision making. This may include providing recommendations to the Authority through insightful and commercially astute data analysis, participating in Authority meetings and supporting strategic decision making with industry knowledge, data analysis and business intelligence.
- 2.2.6 The Supplier shall provide a service and Supplier System(s) Solution (as more particularly described in Schedule 2.1G (Systems) that:
- (a) provides the Cost and Financial Management Services to enable the Authority to meet its obligations in relation to the Authority Supply Chain Contracts;
  - (b) has the capacity and capability of interfacing to and receiving, aggregating and validating multiple data feeds from the Authority Supply Chain Members, for example:
    - (i) receiving Applications for Payment and validating with data sources such as contractual schedule of rates and approved estimations; and
    - (ii) receiving funding requests associated with rent, rates and service charges and validating with lease data and information;
  - (c) provides cost and financial data and information to support the Authority in its reporting requirements, for example but not limited to:
    - (i) live dashboards;
    - (ii) weekly snap-shots;
    - (iii) monthly/annual cost and financial data and information reports;

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (iv) trend analysis, based on historical spend profiles and any other data and information etc.;
  - (v) cost and financial data and information for forecasting purposes using; spend profiles, work in progress emanating from work order data, incorporation of projects and estates data etc.;
  - (vi) tracking costs against budgets, forecast, prior year data, work in progress etc.; and
- (d) translates the data into tangible and meaningful Management Information i.e. life cycle costing, repair/replace decisions, total cost by site to asset level to aid the Authority's strategic decision-making;
- (e) acts as a single repository for the Authority Supply Chain Members' cost and financial data and information;
- (f) provides intelligence and insight in relation to performance trends across the Authority Estate and the Supplier shall have the capability to benchmark the Authority Estate operational (including, but not limited to, utilisation or FM related data) and cost information against the wider market in order to provide relevant insights and MI to the Authority and do so in a timely manner;
- (g) provides the Authority with access to the cost and financial data and information to enable the Authority to review and analyse;
- (h) is based on efficient and effective cost and financial management processes that are resilient, fit for purpose, represents financial best practice and Good Industry Practice, gives good value for money and that can be applied to the Authority's Service Requirements, as defined in Section 2 of this Schedule 2.1E (Cost and Financial Management), including but not limited to:
- (i) enabling the Authority to pay the Authority Supply Chain Members amounts, verified as being due, in a timely manner;
  - (ii) provides a service and Supplier's System(s) Solution that enables the receipt of Applications for Payment and verification and reporting;
  - (iii) providing a fully auditable invoicing and payment process, time-bound to ensure prompt payment of the Authority Supply Chain Members;
  - (iv) being capable of a two-way interface with P2P; and
  - (v) being capable of two-way interfacing, receiving, aggregating and validating multiple data feeds from the Authority Supply Chain Members;

## DWP ESTATES INTEGRATOR SERVICES

## SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (i) provides cost and financial data and information – using and adhering to the Authority’s accounting and governance protocols, rules and timeframes, in support of the Authority budgeting, forecasting, month end reporting requirements and so on; and
  - (j) provides quality checks and cost audit, via system automated checks and cross sectional data / information validation.
- 2.2.7 The Authority requires the Supplier, using the standard of care and Good Industry Practice required by the Agreement, to carry out all activities, operations and functions expressly stated in or reasonably to be inferred as required by this Schedule 2.1E (Cost and Financial Management).
- 2.2.8 The Supplier shall provide the Cost and Financial Management Services in accordance with the values and behaviours set out in the Account Management Statement of Requirements (Schedule 2.1B (Account Management)).
- 2.2.9 The Supplier shall, during the Mobilisation Phase (as stated in Schedule 6.1 (Mobilisation)), provide for Approval by the Authority a “Finance and Cost Management Detailed Solution” that shall include details on how quality assurance (including legal assurance) and management will be deployed in the delivery of the Agreement and be used to ensure the Services are delivered:
  - (a) to a legally compliant and fit for purpose standard;
  - (b) on time;
  - (c) within budget; and
  - (d) in accordance with all contractual and statutory obligations.
- 2.2.10 Once Approved by the Authority, the Supplier shall execute, deliver and manage the Cost and Finance Management Detailed Solution in line with requirements of this Agreement.
- 2.2.11 This Schedule 2.1E (Cost and Financial Management), sets out the service requirements for the following:
  - (a) General Requirements;
  - (b) Work Order Management (focusing on cost and financial management requirements);
  - (c) Authority Supply Chain Member Application for Payment, Invoicing and Payment;
  - (d) Purchase Orders;

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (e) the Authority Supply Chain Member Performance;
- (f) Behaviours and Insight;
- (g) Rents, rates, service charges, dilapidations and sub-tenant income;
- (h) Utilities; and
- (i) Estates Programme Management Services.

### **3 SERVICE REQUIREMENTS**

#### **3.1 GENERAL REQUIREMENTS**

- 3.1.1 The Supplier's service and Supplier System(s) Solution shall be capable of:
- (a) receiving, aggregating, verifying and reporting all cost and financial data, information and documentation associated with the Authority Supply Chain Member services, and shall be a single repository for the Authority Supply Chain Members cost and financial data;
  - (b) holding, applying and updating the Authority business rules that allows for the correct generation and allocation of costs and VAT treatment;
  - (c) interacting with the Authority finance systems and/or reporting, by receiving, aggregating, verifying and applying data, information and documentation from the Authority, for example:
    - (i) receiving remittance information associated with Authority Supply Chain Member payments, verifying and applying the amounts paid by the Authority against Application for Payments, funding requests etc.; and
    - (ii) receiving Purchase Order information, continually updating and tracking amounts paid and the remaining balances held, including the status of the Purchase Order(s);
  - (d) interacting with the Authority finance system by receiving catalogue orders and creating Work Orders for approval by the Authority prior to instructing the Authority Supply Chain Members to action;
  - (e) interacting with the Authority Supply Chain Member systems with minimal human intervention and maximum automation, for example, automated checking of the Authority Supply Chain Member Application for Payment and provision of exception reporting to the Authority for auditing; and
  - (f) receiving, holding and allocating costs based on Authority business rules that allows for the correct generation and allocation of costs and VAT treatment (non-recoverable and recoverable services). The Authority business rules are to be confirmed by the Authority during the Mobilisation Phase.
- 3.1.2 The Supplier shall continually review and validate the Authority Supply Chain Member data with cross sectional data and information from the Authority Supply Chain Members and the Authority to assure its accuracy and completeness.
- 3.1.3 The Supplier shall retain and hold up to date all Authority Supply Chain Member transactional cost and financial data and information

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

down to site asset level detail, and in accordance with the Authority business rules, in order to provide a clear overview of the financial spend, which can be accessed by the Authority.

- 3.1.4 The Supplier shall provide Management Information, including cost and financial data and information in accordance with a reporting timetable to be provided by the Authority. The reporting timetable shall be confirmed by the Authority during the Mobilisation Phase.
- 3.1.5 The Supplier shall have the capability of providing the Authority with ad hoc analysis and reporting associated with the cost and financial data and information.
- 3.1.6 The Supplier shall ensure the Authority has full and direct access to the Supplier system to support the Authorities regular cost and financial reporting requirements.
- 3.1.7 The Supplier shall provide cost and financial data and information to support the Authority in its reporting requirements.
- 3.1.8 The Supplier shall have the capability of translating the cost and financial data and information into tangible and meaningful Management Information including customisable dashboards for each user group to enable the review and manipulation of Management Information required from time to time to manage effectively the Authority Estate and the Authority operations i.e. life cycle costing, repair/replace decisions, total cost by site to asset level to aid the Authority's strategic decision making.
- 3.1.9 The Supplier service and Supplier System(s) Solution shall provide staff with adequate skills and qualifications to properly manage the service and systems requirement to ensure accurate cost and financial data and information reporting to the Authority. The Supplier Personnel responsible for systems configuration and mobilisation should have experience in public sector finances.
- 3.1.10 The Supplier shall support the Authority in ensuring its adherence to IFRS regulations and HM Treasury guidelines.
- 3.1.11 The Supplier shall also ensure the highest levels of commercial confidentiality are applied to all financial dealings.

## **3.2 WORK ORDER MANAGEMENT**



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- 3.2.1 Schedule 2.1C (Helpdesk and Work Order Management), prescribes the Work Order management process in more detail. This section 3.2 (Work Order Management) focuses on the cost and financial management requirements of the process.
- 3.2.2 All events associated with the Authority Estate are governed, controlled and managed by task specific Work Orders and Purchase Orders.
- 3.2.3 The Authority requires a work order management system that enables the raising, tracking and completion of Work Orders, including the associated cost and payment status to aid and inform the Authority financial management and reporting processes.
- 3.2.4 The Supplier service and Supplier System(s) Solution shall have the capability of managing and recording Works Orders from instigation to completion (including payment status) to enable robust financial control and governance of all spend by the Authority including the recovery of third party spend where applicable.
- 3.2.5 The Supplier service and Supplier System(s) Solution shall have the capability of holding, identifying and reporting Work Orders and associated costs, including but not be limited to:
- (a) identification and management of repeat/duplicate calls for the same issue/request to avoid duplication of cost and payment in error;
  - (b) identification of a Work Order that relates to an asset under warranty, to aid the Authority with the ability to recover and/or avoid incurring costs;
  - (c) identification of a Work Order where the works / service is the liability of a third party, such as a Landlord or a sub-tenant, to aid the Authority with the ability to recover and/or avoid incurring costs;
  - (d) enabling and applying the Authority allocated levels of Delegated Financial Authority to the Authority Business Areas to ensure accurate budget holder approvals, Annex 1 of this Schedule 2.1E (Cost and Financial Management) provides further details of the Delegated Financial Authority levels (at the time of publishing this document);
  - (e) the ability to allow the retrospective approval by the Authority of a chargeable Work Order governed by the criticality of the task; and
  - (f) the ability to update and report the Work Order financial status aligned with Work Order progress.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- 3.2.6 The Supplier will be responsible for providing the Authority with accurate Work Order cost information on a monthly basis to assist the Authority with month end financial management and reporting. The "Work In Progress" cost information supplied must incorporate, including but not limited to:
- (a) Chargeable Work Orders invoiced but not paid;
  - (b) Chargeable Work Orders not yet invoiced that are complete; and
  - (c) Chargeable Work Orders that are not complete but have incurred costs and include stage of completion.
- 3.2.7 Where applicable, the costs identified for Chargeable Services over the Comprehensive Liability Threshold should only include the amount in excess of the Comprehensive Liability Threshold (i.e. charges that will be invoiced).
- 3.2.8 The Supplier service and Supplier System(s) Solution should also have the ability to produce the information on as "As at" date and time basis.
- 3.2.9 The Supplier service and Supplier System(s) Solution shall enable the Authority Supply Chain Members to have the ability, including but not limited to:
- (a) manage/upload Work Order updates;
  - (b) create and upload quotes and estimates;
  - (c) submit Applications for Payment for validation by the Supplier and the Authority for approval; and
  - (d) consolidate and submit electronic invoice, including VAT where applicable.
- 3.2.10 The Supplier service and Supplier System(s) Solution shall have the ability to track Authority Supply Chain Member invoice status and receive payment information from P2P, enabling the Supplier to update, for example, Work Order statuses, Landlord payment statuses and so on.
- 3.2.11 Where validation of an estimate for Chargeable Services is required, the Authority expects the Supplier service and Supplier System(s) Solution to have the capability of holding and passing the relevant data and information between the Authority Supply Chain Member and the Authority to enable the Authority to validate and approve estimates. The estimation process shall be time-bound to ensure

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

prompt approval. The timetable shall be confirmed by the Authority during the Mobilisation Phase.

3.2.12 For the avoidance of doubt, the Authority has a Delegated Financial Authority with specific budget holders. During the Mobilisation Phase the Authority will clarify these business rules and financial tolerances and authorisation requirements.

3.2.13 The Supplier shall ensure only fully and satisfactorily completed Work Orders are verified for payment, thereby ensuring value for money.

### **3.3 AUTHORITY SUPPLY CHAIN MEMBER APPLICATION FOR PAYMENT, INVOICING AND PAYMENT**

3.3.1 Subject to ensuring compliance with the Authority Supply Chain Contracts and to the extent applicable to the Housing Grants Construction and Regeneration Act 1996, the Supplier shall ensure invoices are correct and match pre-approved values, (including but not limited to ensuring all required statutory taxes are fully covered) and that all applications comply with the provisions set out in Annex 3 (Construction Industry Scheme) to this Schedule 2.1E (Cost and Financial Management).

3.3.2 The Supplier shall no later than seven (7) Working Days from the later of:

- (a) approval by the Authority of the Application for Payment, and
- (b) receipt of the Authority Supply Chain Member invoice, including VAT where applicable, prepare an Interface File and send to the Authority via P2P, in order to pay the invoice.

3.3.3 During the Mobilisation Phase the Authority will confirm the timeframes associated with the end to end process.

3.3.4 The Supplier service and Supplier System(s) Solution shall have the ability to undertake automated checks of the Authority Supply Chain Member's Application for Payment against Work Order records and/or other records held (including but not limited to, Core Service schedules of rates) that are required for the Supplier to undertake the data verification and assurance in accordance with the Authority Supply Chain Contracts and approved amounts by the Authority.

3.3.5 The Supplier shall, as applicable:

- (a) notify the Authority that the Application for Payment is correct;

## DWP ESTATES INTEGRATOR SERVICES

## SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (b) inform the Authority and notify the Authority Supplier Chain Member to amend any data inaccuracies, such as rates not reflecting the contractual schedules, with the ability to reject the Application for Payment, and receive the amended Application for Payment for validation; and
  - (c) provide the Authority cost audit team with an exceptions report detailing claims that require further investigation and resolution by the Authority.
- 3.3.6 The Supplier service and Supplier System(s) Solution shall have the capability of enabling the Authority and the Authority Supply Chain Members to communicate and remedy any issues associated with the application, including the ability to reject and receive amended Application for Payments for validation and approval by the Authority, providing the Authority with an audit trail of all communication associated with the application.
- 3.3.7 During the Mobilisation Phase the Authority and the Supplier shall work together to develop and implement the financial processes, parameters and ways of working required to ensure the cost audit requirements achieve the requirements of the Authority and the Authority adherence with the Authority Supply Chain Contracts.
- 3.3.8 Once the Application for Payment has been approved by the Authority, the Authority shall provide the Supplier with a payment certificate or other form of approval in accordance with the Authority Supply Chain Contract. The Supplier shall be responsible for notifying the Authority Supply Chain Member of the Authority approval and provision of the payment certificate or other form of approval in accordance with the Authority Supply Chain Contract requirements.
- 3.3.9 The Supplier service and Supplier System(s) Solution shall have the ability to receive the invoice including VAT, where applicable, from the Authority Supply Chain Member on behalf of the Authority and shall confirm receipt of invoices, to the Authority and the Authority Supply Chain Member, within 2 (two) hours of receipt.
- 3.3.10 The Supplier's service and Supplier System(s) Solution shall have the capability of interfacing with P2P to automate the transmission of the Interface Files.
- 3.3.11 The Supplier shall prepare Interface Files which are to be sent to P2P. During the Mobilisation Phase the Authority shall provide the technical details of the Interface Files requirements and format,

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

Annex 2 of this Schedule 2.1E (Cost and Management Information) provides further details of the P2P process (at the time of publishing this document).

- 3.3.12 Upon receipt of the Interface File by P2P, should an error be found, an error report shall be sent to the Supplier in "notepad" text file (.txt) format. The Supplier shall resolve any errors with the Authority Supply Chain Member(s) (where applicable) forthwith to ensure all payment terms are adhered to. The Supplier shall also notify the Authority of errors. During the Mobilisation Phase, at a time to be agreed with the Authority, the Supplier shall allocate appropriate resources to the testing of this file and associated processes to ensure 100% accuracy from the Operational Services Commencement Date.
- 3.3.13 Once the Interface Files are received, by P2P, the invoice(s) shall be paid via BACS directly to the relevant Authority Supply Chain member within 10 (ten) days. For the avoidance of doubt, P2P shall support the Authority's payment policy which is in line with the "prompt payment code", aiming to pay 90% of undisputed invoices within 5 (five) days of receipt.
- 3.3.14 Once payment of an invoice is made, remittance is communicated to the Supplier and the Authority Supply Chain Member by P2P. Invoices received outside of this process are rejected, unless pre-agreed with the Authority. The Supplier shall update the system to include payment status of the Authority Supply Chain Member invoices, including but not limited to the Work Order management system to reflect that the associated work order statuses are updated to "paid". The Authority shall confirm the process during the Mobilisation Phase.
- 3.3.15 The Supplier's service and Supplier System(s) Solution shall enable the Authority to view and track the status of Work Orders from end to end.
- 3.3.16 The Supplier System(s) Solution shall enable the Authority to track the status of all invoices, including those pending payment by P2P.

### **3.4 PURCHASE ORDERS**

- 3.4.1 The Authority's approach to the Purchase Order process and generation is dependent on the type of payment mechanisms contained within the Authority Supply Chain Contracts. For example,

the payment mechanism for the Authority Supply Chain Member responsible for providing the FM Services is based on Core Services, Variable Services and Chargeable Services.

- 3.4.2 Purchase Orders are created in accordance with the Authority financial policies, procedures and business rules and are predominantly based on the following principles:
- (a) Core Services and Variable Services – The Authority creates Purchase Orders at the commencement of the financial year based on the Authority Supply Chain Contract amounts for Core Services and a provisional amount for Variable Services. The amounts are drawn down upon when approved funds emanating from the Applications for Payment are paid throughout the course of the financial year; and
  - (b) Chargeable Services - The Authority creates multiple Purchase Orders emanating from approved estimates / work orders / catalogue requests by the Authority (multiple budget holders).
- 3.4.3 The Supplier service and Supplier System(s) Solution shall have the ability to receive, hold, and allocate amounts associated with Core Services, Variable Services and Chargeable Services based on Authority business rules that allows for the correct generation and allocation of costs and VAT treatment (non-recoverable and recoverable services). The Authority processes and business rules associated with Purchase Order creation, cost allocation and VAT treatment are to be confirmed by the Authority during the Mobilisation Phase.
- 3.4.4 The Purchase Orders are referenced within Interface Files and/ or payment request files and the Authority Supply Chain Member invoices.
- 3.4.5 The Supplier shall hold the Authority Purchase Order details, including the approved values to track actual expenditure against Purchase Order values. The Authority requires the Supplier to hold and maintain the detail in real time to inform the Authority.
- 3.4.6 The Supplier shall send automated notifications to the Authority when Purchase Orders are approaching their limits to allow the Authority sufficient time to amend the Purchase Order value(s) and, therefore, allow for timely payments to the Authority Supply Chain Member(s).

### **3.5 THE AUTHORITY SUPPLY CHAIN MEMBER PERFORMANCE**

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- 3.5.1 The Authority is responsible for the management of the Authority Supply Chain Member performance. As outlined in Schedule 2.1B (Account Management), the Supplier shall assist the Authority with the provision of data, reports and Management Information on the performance of the Authority Supply Chain Members to enable the Authority to manage the performance of the Authority Supply Chain Members.
- 3.5.2 The Supplier shall provide the Authority with support of the Authority Supply Chain Member performance through comprehensive performance data and information. The Supplier shall provide the Authority with complete transparency through customised dashboards and reporting.
- 3.5.3 The Supplier shall take receipt of all Authority performance data and information relating to the Authority Supply Chain Member performance. For the avoidance of doubt, the Supplier shall maintain complete records of all resulting service credit deductions in relation to the performance of the Authority Supply Chain Members.

### **3.6 BEHAVIOURS AND INSIGHT**

- 3.6.1 The Supplier shall provide data and information, in a form to be agreed during the Mobilisation Phase, to the Authority in relation to developing insight and recommendations of the Authority Supply Chain Member, analysing areas such as, but not limited to:
- (a) negative trends;
  - (b) positive behaviours to be replicated in other areas/by other Authority Supply Chain members;
  - (c) identify possible improvements in delivery and financial management;
  - (d) areas of poor value;
  - (e) areas of poor quality;
  - (f) areas of non-compliance; and
  - (g) potential risks, for example, financial risk.

### **3.7 RENT, RATES, SERVICE CHARGE, DILAPIDATION PAYMENTS AND SUB-TENANT INCOME**

- 3.7.1 The Supplier service and Supplier System(s) Solution shall be capable of enabling the Authority Supply Chain Member,



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

responsible for Lease and Landlord Management services (“**LLM**”) system to interface with the Supplier System(s) Solution, ensuring all property information, including but not limited to, all property payment information, sub-tenant lease information, all property event dates such as lease breaks and rent reviews and so on, be properly transferred and continually updated in real time. For the avoidance of doubt, sub-tenants include but is not limited to Other Government Departments (“**OGDs**”).

- 3.7.2 The Supplier shall make the Authority aware of any upcoming lease events, (e.g. renewals, rent reviews, service charge payments, dilapidation claims and payments etc.), including events that may subsequently impact sub-tenancy arrangements and recovery of associated costs and debt relating to these arrangements. The timetable for alerts prior to the event occurring shall be confirmed by the Authority during the Mobilisation Phase.
- 3.7.3 The Supplier service and Supplier System(s) Solution shall have the ability to undertake automated checks of the Authority Supply Chain Members responsible for LLM services application for funding requests against lease information and/or other records held to enable the Supplier to undertake the necessary checks.
- 3.7.4 The Supplier service and Supplier System(s) Solution shall issue the Authority with exception reporting, in the event anomalies are identified, for the Authority cost audit team to investigate and resolve with the Authority Supply Chain Member responsible for LLM services prior to approval.
- 3.7.5 The Authority will confirm the exact financial process and reporting requirements during the Mobilisation Phase.
- 3.7.6 Payment of rent, rates and administration of service charges and dilapidations will be managed by the Authority Supply Chain Member responsible for LLM services.
- 3.7.7 The Supplier service and Supplier System(s) Solution shall have the ability of notifying the Authority of sub-tenant (including OGDs) upcoming lease events, (e.g. renewals, rent reviews, service charge payments, dilapidation claims and payments etc.). The timetable for alerts prior to the event occurring shall be confirmed by the Authority during the Mobilisation Phase.
- 3.7.8 The Authority Supply Chain Member responsible for LLM services shall be responsible for the calculation of the rent, insurance, rates

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

and Landlord service charge contribution (if applicable) to be collected from sub-tenants and shall pass the sub-tenant charges data to the Supplier.

- 3.7.9 The Supplier service and Supplier System(s) Solution shall have the ability to undertake automated checks of the sub-tenant charges against lease information and/or other records held to enable the Supplier to undertake the necessary checks.
- 3.7.10 The Supplier service and Supplier System(s) Solution shall issue the Authority with exception reporting, in the event anomalies are identified, for the Authority cost audit team to investigate and resolve with the Authority Supply Chain Member.
- 3.7.11 The Supplier service and Supplier System(s) Solution shall have the capability of collating any additional sub-tenant facilities management, repair and utility costs together with supporting backup information where recoverable, providing the amounts to be collected from the sub-tenants to the Authority cost audit team responsible for LLM final review.
- 3.7.12 The Supplier service and Supplier System(s) Solution shall have the capability of preparing an Interface File, based on the Authority approved costs to be collected from the sub-tenants, to raise the sub-tenant invoices through P2P.
- 3.7.13 P2P shall be responsible for the creation and issuing of the sub-tenant invoices.
- 3.7.14 P2P shall provide the Authority, the Supplier and the Authority Supply Chain Member responsible for LLM services with the invoice information and details.
- 3.7.15 The Authority Supply Chain Member responsible for LLM services shall be responsible for the management of the sub-tenant income in accordance with the lease terms, including but not limited to chasing outstanding debt, collation and issuing of reconciliations etc.
- 3.7.16 The Supplier service and Supplier System(s) Solution shall have the capability of receiving details of payments made or received by the Authority, including reconciliation data and information associated with LLM services. Details shall be incorporated into the Supplier

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

System(s) Solution to enable full and accurate whole-life and total cost of ownership reporting per Site.

- 3.7.17 The Authority will confirm the financial process and reporting requirements in relation to sub-tenant income during the Mobilisation Phase.
- 3.7.18 The Supplier will assure on behalf of the Authority that the data produced by the Authority Supply Chain Member responsible for LLM services under the IFRS16 regulations (or its replacement) complies with current HM Treasury guidance.

### 3.8 UTILITIES

- 3.8.1 The Authority utilises an 'Energy Bureau' to manage its end to end process in relation to utilities.
- 3.8.2 The Supplier service and Supplier System(s) Solution shall have the capability of receiving, aggregating, and reporting all cost, consumption and financial data, information and documentation from the Authority and the Authority Supply Chain Member responsible for the utility services.
- 3.8.3 The Authority is to confirm the utility management process with the Supplier during the Mobilisation Phase.

### 3.9 ESTATES PROGRAMME MANAGEMENT SERVICES ("EPMS")

- 3.9.1 The Authority Supply Chain Member responsible for the Estates Programme Management ("EPM") will provide the Authority with EPM Services across all types of Projects in the Authority pipeline, such as:
  - (a) Major Projects;
  - (b) Life Cycle Works and Minor Projects (<£250k); and
  - (c) Other Projects.
- 3.9.2 The Services and the Supplier System(s) Solution shall have the capability to support the Authority and the Authority Supply Chain Member responsible for the EPM with MI to assist with the development of the Authority project requirements, including but not limited to:
  - (a) the provision of cost and financial information in support of tactical and strategic decisions;

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (b) trend analysis relating to asset type and work type expenditure, for example:
    - (i) Planned preventative maintenance;
    - (ii) Reactive maintenance;
    - (iii) Remedial works associated with statutory PPM / PPM inspections; and
    - (iv) Life Cycle works; and
  - (c) Energy consumption, site / asset specific.
- 3.9.3 The Supplier service and Supplier System(s) Solution shall hold and continually update the Authority project pipeline requirements.
- 3.9.4 The Supplier service and Supplier System(s) Solution shall have the capability of receiving, aggregating, and reporting all project cost and financial data, information and documentation from the Authority and the Authority Supply Chain Members, including the Authority Supply Chain Member responsible for EPM, providing the Authority with a single repository for all project cost and financial data and information.
- 3.9.5 The Authority shall be responsible for the management of the end to end process of all project works, from inception to completion, including the verification of the Application for Payment(s) and providing the necessary approvals in accordance with the Authority financial policies, procedures and business rules.
- 3.9.6 The Authority Supply Chain Member responsible for EPM shall support the Authority in the management of the end to end process of project works, from inception to completion, including the verification of the Application for Payment(s) as and when required by the Authority.
- 3.9.7 The Supplier service and Supplier System(s) Solution shall have the capability of receiving the Applications for Payment(s) from the Authority Supply Chain Members responsible for delivering the projects in order for the Authority and the EPM, where applicable, to review and validate.
- 3.9.8 The Services and the Supplier System(s) Solution shall have the capability of enabling the Authority and the Authority Supply Chain Members to communicate and remedy any issues associated with the applications, including the ability to reject and receive amended

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

Application for Payments for validation and approval by the Authority, providing the Authority with an audit trail of all communication associated with the application.

- 3.9.9 During the Mobilisation Phase the Authority and the Supplier shall work together to develop and implement the financial processes, parameters and ways of working required to ensure the cost audit requirements achieve the requirements of the Authority and the Authority adherence with the Authority Supply Chain Contracts.
- 3.9.10 Once an Application for Payment has been approved by the Authority, the Authority shall provide the Supplier with a payment certificate or other form of approval in accordance with the Authority Supply Chain Contract. The Supplier shall be responsible for notifying the Authority Supply Chain Member of the Authority approval and provision of the payment certificate or other form of approval in accordance with the Authority Supply Chain Contract requirements.
- 3.9.11 The Services and the Supplier System(s) Solution shall have the ability to receive the invoice including VAT, where applicable, from the Authority Supply Chain Member on behalf of the Authority and shall confirm receipt of invoices, to the Authority and the Authority Supply Chain Member, within 2 (two) hours of receipt.
- 3.9.12 The Services and the Supplier System(s) Solution shall have the capability of interfacing with P2P to automate the transmission of the Interface Files.
- 3.9.13 The Supplier shall prepare Interface Files which are to be sent to P2P. During the Mobilisation Phase the Authority shall provide the technical details of the Interface Files requirements and format, Annex 2 of this Schedule 2.1E (Cost and Management Information) provides further details of the P2P process (at the time of publishing this document).
- 3.9.14 Upon receipt of the Interface File by P2P, should an error be found, an error report shall be sent to the Supplier in "notepad" text file (.txt) format. The Supplier shall resolve any errors with the Authority Supply Chain Member(s) (where applicable) forthwith to ensure all payment terms are adhered to. The Supplier shall also notify the Authority of errors. During the Mobilisation Phase, at a time to be agreed with the Authority, the Supplier shall allocate appropriate resources to the testing of this file and associated processes to

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

ensure 100% accuracy from the Operational Services Commencement Date.

- 3.9.15 Once the Interface Files are received, by P2P, the invoice(s) shall be paid via BACS directly to the relevant Authority Supply Chain member within 10 (ten) days. For the avoidance of doubt, P2P shall support the Authority's payment policy which is in line with the "prompt payment code", aiming to pay 90% of undisputed invoices within 5 (five) days of receipt.
- 3.9.16 Once payment of an invoice is made, remittance is communicated to the Supplier and the Authority Supply Chain Member by P2P. Invoices received outside of this process are rejected, unless pre-agreed with the Authority. The Supplier shall update the system to include payment status of the Authority Supply Chain Member invoices, including but not limited to updating the Purchase Order values the payment(s) relate to.
- 3.9.17 The Services and the Supplier System(s) Solution shall enable the Authority to view and track the status of, but not limited to, project costs, invoice status and amounts paid, Purchase Order values including amounts paid and remaining balances.
- 3.9.18 The Supplier System(s) Solution shall enable the Authority to track the status of all invoices, including those pending payment by P2P.
- 3.9.19 The Authority will confirm the end to end processes during the Mobilisation Phase.

## SYSTEM REQUIREMENTS

### 3.10 APPLICATION FOR PAYMENT

- 3.10.1 The Supplier System(s) Solution shall be capable of holding and applying the Authority business rules that allows for the correct allocation of costs and VAT treatment (non-recoverable and recoverable services) and generation of costs. The Authority business rules, financial policies and procedures are to be confirmed during the Mobilisation Phase.
- 3.10.2 The Supplier System(s) Solution shall have the ability to undertake automated checks of the Authority Supply Chain Member Application for Payment submissions against Work Order records, and/ or other data such as Purchase Orders and information held and identify where there are variances between the amounts held and applied for taking into account any applicable Comprehensive Liability Threshold, ensuring that the amount invoiced is not in excess of this limit.
- 3.10.3 The Supplier System(s) Solution shall be capable of providing exception reporting to the Authority detailing those records that have a variance for the Authority to further investigation and resolve with the Authority Supply Chain Member.
- 3.10.4 The Supplier System(s) Solution shall have the capability for the Authority and Authority Supply Chain Member to communicate any issues regarding the Application for Payment, reject, and resubmission for approval.
- 3.10.5 The Supplier System(s) Solution shall have the ability, once the Application for Payment has been validated, to apply any service credit deductions relating to the Authority Supply Chain Member performance, as notified to the Supplier by the Authority.
- 3.10.6 The Supplier System(s) Solution shall have the capability of preparing an Interface File to enable payment and send to P2P, in order to pay the invoice. During the Mobilisation Phase the Authority will confirm the timeframe associated with the process to ensure the Authority complies with the Authority Supply Chain Contracts and to the extent applicable the Housing Grants Construction and Regeneration Act 1996.
- 3.10.7 For information only, the Authority uses a single operating platform interface (or “feeder file”) to import high volume invoice transactions.



Annex 2 of this Schedule 2.1E (Cost and Management Information) provides further details of the P2P process and interface file requirements (at the time of publishing this document).

- 3.10.8 The Supplier System(s) Solution shall enable the Authority to track the status of all invoices, including those pending payment by P2P and Purchase Order values.

### **3.11 PAYMENTS TO THE AUTHORITY SUPPLY CHAIN MEMBERS**

- 3.11.1 The Supplier System(s) Solution shall be capable of receiving from P2P a payment remittance detailing the invoice details including but not limited to amounts paid to line item level, for example, Work Order detail, and Purchase Order details. The Supplier shall incorporate the details into the Supplier System(s) Solution, to enable full and accurate tracking of payment history of works orders and/ or other amounts claimed by the Authority Supply Chain Members, including, but not limited to, invoice status and Purchase Order values.
- 3.11.2 Once payment has been notified the Supplier shall ensure that the affected Work Orders are marked to show that they have been paid.
- 3.11.3 For information only; upon receipt by P2P of fully verified and correct Interface Files, P2P will pay the invoice via BACS direct to the relevant Authority Supply Chain Member within ten (10) days. For the avoidance of doubt, the Supplier shall support the Authority's payment policy which is in line with the "prompt payment code", aiming to pay 90% of undisputed invoices within five (5) days of receipt.

### **3.12 COST AND FINANCIAL DATA AND INFORMATION VALIDATING AND REPORTING**

- 3.12.1 The Supplier System(s) Solution shall have the capacity and capability of interacting with the Authority finance systems and/or reporting, by receiving, aggregating, verifying and applying data, information and documentation from the Authority.
- 3.12.2 The Supplier System(s) Solution shall have the capacity and capability of interfacing to and receiving, aggregating and validating multiple data feeds from the Authority Supply Chain Members and reporting all cost and financial data, information and documentation associated with the Authority Supply Chain Member services, and shall be a single repository for the Authority Supply Chain Members cost and financial data.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- 3.12.3 The Supplier shall be responsible for providing the Authority with accurate work in progress reporting, such as Work Order cost information on a monthly basis to assist the Authority with month end financial management and reporting.
- 3.12.4 The "Work In Progress" cost information supplied must incorporate, but not be limited to:
- (a) Chargeable Work Orders invoiced but not paid;
  - (b) Chargeable Work Orders not yet invoiced that are complete; and
  - (c) Chargeable Work Orders that are not complete but have incurred costs and include stage of completion.
- 3.12.5 The costs identified for chargeable works over Comprehensive Liability Threshold should only include the amount in excess of the composite level threshold (i.e. charges that will be invoiced).
- 3.12.6 The Supplier System(s) Solution shall have the ability to produce the information on an as "As at" date and time basis.

### **3.13 SUB-TENANTS**

- 3.13.1 The Authority has a number of sub-tenants occupying areas of its Premises, including Other Government Departments. The Authority is also a sub-tenant of an Other Government Department in a number of Premises.
- 3.13.2 In these instances, the Supplier System(s) Solution shall have the capability of holding, identifying and reporting work orders and associated costs relating to sub-tenants to enable the Authority to appropriately manage and recover such costs.
- 3.13.3 The Supplier System(s) Solution shall have the capability of holding, identifying and reporting those work orders and associated costs relating to obligations of a Landlord, allowing the Authority to appropriately manage and recover such costs.

## DATA AND REPORTING REQUIREMENTS

### 3.14 FINANCE AND COST REPORTING

- 3.14.1 For the avoidance of doubt, the Authority is responsible for financial reporting and management accounting.
- 3.14.2 The Authority is looking for the Supplier System(s) Solution to provide a single repository for all cost and financial data and information associated with the Authority Supply Chain Services. Reporting should be comprehensive (cover all minimum data sets as defined in Schedule 2.1F (Data, Analytics and Reporting)) with all reports produced and accessed through a single reporting tool.
- 3.14.3 During the Mobilisation Phase:
- (a) the Authority shall provide details and examples of the types of cost and financial data and information reporting that will be requested (e.g. spend per property, WIP etc.) and the timetables of when reporting is expected to be required by. The Supplier shall have the opportunity to recommend to the Authority the contents and format for regular cost and financial data and information reporting; and
  - (b) the Authority will agree a compliance reporting regime with the Supplier to monitor financial compliance.
- 3.14.4 The Supplier shall provide regular cost and financial data and information reporting, (as a minimum monthly, quarterly, half-yearly and annually) in the format specified by the Authority and in support of the development of the budgets, forecasts, monthly management accounting and reporting requirements, including any ad hoc data and information reporting requirements of the Authority.
- 3.14.5 The cost and financial data and information requested shall include, but not limited to:
- (a) planned costs per service line / per property in month, year to date and forecast to the Authority financial year end;
  - (b) reactive or variable costs per service line / per property in month, year to date and forecast to the Authority financial year end;
  - (c) variance to budget in month, year to date and Authority financial year end forecast;
  - (d) rent, rate and service charge costs and revenues per property in month, year to date and till year end forecast;

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

- (e) subtenant income and costs (including other government departments);
- (f) utilities costs per service line / per property in month, year to date and Authority financial year end forecast;
- (g) detailed reporting of non-recoverable and recoverable VAT;
- (h) Authority Supply Chain Member performance Dashboards;
- (i) all project spend;
- (j) Life cycle work expenditure;
- (k) Minor and Major project expenditure;
- (l) Work Order reporting, (including specific work order drill down capability e.g. reactive, planned and statutory); and
- (m) and any other reporting requirements from time to time.

3.14.6 The Supplier service and Supplier System(s) Solution shall be capable of providing Management Information and trend analysis capability across all datasets to enable the Authority to make informed strategic decisions through the provision of Management Information, trend analysis, insights and best practice recommendations.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

**Annex 1 – Delegate Financial Authority**

See separate file

**Annex 2 – SOP Interface File Specification**

See separate file

**Annex 3 – Construction Industry Scheme**

See separate file

**ANNEX 1****DELEGATED FINANCIAL AUTHORITY****1. Delegated Financial Authority (also known as Delegated Purchasing Authority)**

Delegated Financial Authority can be defined as a standing authorisation for an individual to incur expenditure in a single transaction, within prescribed limits and against specific account codes and cost centres, without prior HM Treasury or Budget Holder approval.

The assigning of transaction limits must be appropriate, based upon business needs, an individual's grade, the nature of their role, their skills and experience, and the volume and levels of transactions. Delegated Financial Authority should only be given to DWP staff

The Authority's systems require all requisitions and payment authority forms to be approved by a suitable person.

DFA Level	Maximum Limit	Grade
DFA 3	£10,000	HEO
DFA 6	£50,000	SEO
DFA 8	£150,000	UG7
DFA 10	£500,000	UG6
DFA 11	£750,000	SCS1
DFA 12	£5,000,000	SCS1
DFA 12	£10,000,000	SCS1
DFA 12	£15,000,000	SCS2

**2. Delegated Buying Authority**

Delegated Buying Authority can be defined as authorisation to create or approve an individual Purchase Order to incur expenditure within prescribed limits and against specific account codes and cost centres.

Where formal contract documentation is in place and a PO supports this, approval of a PO is administrative and does not require DPA. Where no documentation is in place, the creation of a PO may form a contract. Users with the Purchasing Manager responsibility must be aware of this and ensure they do not approve a PO which, in effect, forms a contract which exceeds their DPA level. Please note that the DBA levels stated in the table below are subject to change, during mobilisation the Authority shall inform the Supplier of the DBA levels to use

DBA Level	Amount
1	£2,500
2	£10,000

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

3	£25,000
4	£50,000
5	£100,000
6	£200,000
7	£500,000
8	£1,000,000
9	£5,000,000
10	£10,000,000
11	£25,000,000
12	Unlimited



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1E ANNEX 2 TO AGREEMENT

## **ANNEX 2**

### **PURCHASE TO PAY**

# **SSCL Shared Services Purchase to Pay (P2P)**

## **Supplier Adoption Pack**

**For SOP Interface Files (Feeders) Single  
Operating Platform (SOP) Version - Using  
Tech011**

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### ANNEX 3

#### CONSTRUCTION INDUSTRY SCHEME

##### Construction Industry Scheme (CIS)

Under this agreement the Authority will be deemed a Contractor under the Construction Industry Scheme rules. Sections FA04 /s59(1)(b) - (l) define those persons or bodies 'deemed' to be contractors within CIS and include the following

- businesses which do not include construction operations but which spend above a certain amount on construction operations.
- public bodies and other specified bodies which spend above a certain amount on construction operations.

##### **The Scheme: contractors: government departments**

All public offices or departments of the Crown (including any Northern Ireland department and any part of the Scottish Administration) are required to operate CIS as contractors where they spend over a certain amount on construction work (see [CISR12050](#)). The amount these businesses must spend on construction operations, to be considered deemed contractors, is set out at FA04/s59 (1)(l). This is an average, annual, expenditure of £1 million or more for a period of three years ending at the end date of the latest period of account.

Most government departments will be involved. This is provided for at FA04/s59 (1)(b) and covers both main government departments and their agencies.

##### **The Scheme: contractors: verifying subcontractors**

SI2005/2045 reg 6, requires a contractor to verify with HMRC whether a subcontractor to whom the contractor is proposing to make a payment for construction operations is registered with HMRC for payment under deduction or for gross payment. From 6 April 2017 it will become mandatory to undertake all verifications online.

CIS define 'Construction Work' as any of the below listed items:

- a permanent or temporary building or structure
- civil engineering work like roads and bridges
- preparing the site, e.g. laying foundations and providing access works
- demolition and dismantling
- building work
- alterations, repairs and decorating
- installing systems for heating, lighting, power, water and ventilation
- cleaning the inside of buildings after construction work

The aim of the scheme is to prevent the evasion of tax by sub-contractors that are not known to HMRC. As a contractor we may have to withhold an amount from sub-contractor payments. Those subcontractors who do not meet the conditions to be paid gross are still expected to make themselves known to HMRC and register to be paid under deduction. Those subcontractors are referred to as 'Net Payment subcontractors' or 'subcontractors paid under deduction'.

There are two main requirements that the Authority must legally comply with under CIS. The first is to assess what amounts should be paid over to any sub-contractor for any invoices they submit for payment, secondly a monthly return to HMRC detailing all payments made that fall under the scheme. It's the first element that that the Supplier will be required to complete



Department  
for Work &  
Pensions



## CONTENTS

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>3</b>
1.1.	OBJECTIVES .....	3
1.2.	OVERVIEW OF REQUIREMENT .....	3
<b>2.</b>	<b>GENERAL REQUIREMENTS .....</b>	<b>6</b>
2.1.	DATA MANAGEMENT, SECURITY AND STANDARDS .....	6
2.2.	REPORTING SOLUTION .....	8
2.3.	CHANGE CONTROL .....	9
2.4.	MINIMUM DATA REQUIREMENTS .....	10
2.5.	MINIMUM REPORTING REQUIREMENTS .....	11
2.6.	REPORTS ACCESS AND USER GROUPS .....	13
2.7.	DOCUMENT MANAGEMENT REQUIREMENTS .....	14
<b>3.</b>	<b>DETAILED SERVICE REQUIREMENTS .....</b>	<b>17</b>
3.1.	GENERAL REPORTING REQUIREMENTS .....	17
3.2.	SUPPLIER DATA AND REPORTING REQUIREMENTS ("SUPPLIER REPORTS") .....	17
3.3.	MANAGEMENT INFORMATION REPORTING REQUIREMENTS ("MANAGEMENT INFORMATION REPORTS") .....	17
3.4.	AUTHORITY SUPPLY CHAIN MEMBER (ASCM) DATA AND REPORTING REQUIREMENTS ("ASCM REPORTS") .....	18
<b>4.</b>	<b>SYSTEM REQUIREMENTS .....</b>	<b>23</b>
4.1.	GENERAL SYSTEM REQUIREMENTS .....	23
4.2.	PROJECTS SYSTEM REQUIREMENTS .....	23
	<b>ANNEX 1 REPORTING REQUIREMENTS .....</b>	<b>24</b>
	<b>ANNEX 2 REPORTING REQUIREMENTS .....</b>	<b>24</b>

## **6. INTRODUCTION**

### **6.1. Objectives**

- 6.1.1. The Supplier will have overall accountability for the provision of Management Information (“MI”) and Reporting to the Authority using best in class data analytics practices, clear presentation of findings and best in class technology solutions and analysis tools. This will be the primary source of MI for the Authority.
- 6.1.2. The Authority is seeking industry leading reporting capability with demonstrable and measurable innovation, ideas and continuous improvement throughout the Term.
- 6.1.3. This will include insightful and commercially astute analysis from Supplier’s Personnel to support the Authority with strategic and operational planning, providing deeper insight and prediction to support decision making. The Supplier will ensure that systems and data is a focal point throughout the Term of this Agreement and will provide business intelligence and insights through detailed trend analysis, reporting, monitoring and predictions to the Authority on a by asset, building, regional and national basis.
- 6.1.4. The Supplier will ensure the Supplier System(s) Solution functionality enables the provision of the required MI and Reporting at all times during the Term of this Agreement.
- 6.1.5. The Supplier shall produce comprehensive performance trends and insights reporting across the Authority Estate. The Supplier shall incorporate relevant external benchmarking data from other public sector estates and the wider industry (such as, but not limited to, utilisation, FM data and cost information) in order to provide relevant insights to the Authority and do so in a timely manner.
- 6.1.6. The Supplier shall provide Services that are not automated by the System(s) Solution and therefore require Supplier Personnel in order to be delivered such as providing recommendations to the Authority through data analysis, participating in Authority meetings and supporting strategic decision making with industry knowledge, insightful data analysis and business intelligence.
- 6.1.7. The Supplier will connect and work closely with all Authority Supply Chain Members to aggregate data across the Estates Operating Model to support the provision of information to the Authority. The Supplier shall provide a single repository for all data enabling a single point of truth.
- 6.1.8. The aim is that all data held in the Supplier System(s) Solution and Authority Supply Chain Member systems will be held in the Supplier’s Data and Analytics Solution and all data held must be able to be reported on.

### **6.2. Overview of Requirement**

- 6.2.1. This Schedule 2.1F (Data, Analytics and Reporting) sets out the general service scope, response and completion times (subject to the Authority confirmation during the Mobilisation Phase) required of the Supplier associated with the Data and Reporting Services.
- 6.2.2. All capitalised terms in this Schedule 2.1F (Data, Analytics and Reporting) are defined in Schedule 2.1A (Overview), Schedule 1 (Definitions) or in the body of this Schedule 2.1B (Account Management), as the case may be.
- 6.2.3. Nothing contained in this Schedule 2.1F (Data, Analytics and Reporting), irrespective of its terms, shall limit or reduce the Supplier's obligations and responsibilities set out in the Clauses or Schedule 1 (Definitions) of this Agreement and the remainder of this Schedule 2.1 (Statement of Requirements).
- 6.2.4. Without prejudice to the above, the Supplier shall provide Data and Reporting Services as a part of the Services and such Services shall be delivered in accordance with this Agreement and using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money. The Supplier shall ensure the Data and Reporting Services shall comply with all requirements set out in this Agreement, including, without limitation, this Schedule 2.1F (Data, Analytics and Reporting).
- 6.2.5. As part of the Data, Analytics and Reporting Services, the Supplier shall provide comprehensive management information, trend analysis and insight capability across all datasets to support and inform the management of the Authority Estate and enable strategic decision making. The requirements set out in this paragraph is without prejudice to the other requirements set out in this Schedule 2.1F (Data, Analytics and Reporting).
- 6.2.6. The Supplier shall, during the Mobilisation Phase (as stated in Schedule 6.1 (Mobilisation)), provide for Approval by the Authority a "Data, Analytics and Reporting Detailed Solution" that shall include details on how quality assurance (including legal assurance) and management will be deployed in the delivery of the Agreement and be used to ensure the Services are delivered:
- a) to a legally compliant and fit for purpose standard;
  - b) on time;
  - c) within budget; and
  - d) in accordance with all contractual and statutory obligations.
- 6.2.7. Once Approved by the Authority, the Supplier shall execute, deliver and manage the Data, Analytics and Reporting Detailed Solution in line with requirements of this Agreement.



- 6.2.8. The Supplier shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing the Authority's Estate.

## **7. GENERAL REQUIREMENTS**

### **7.1. Data Management, Security and Standards**

- 7.1.1. The Authority has ownership during and after the Term of all data collected, used by and contained within the Supplier Solution implemented by the Supplier.
- 7.1.2. The Authority shall own and continue to own all data contained within and associated with the Supplier Solution and have the right (and ability to) audit any part of the Supplier Solution at any time.
- 7.1.3. The Supplier will ensure that all data is classified on the principles of Government Security Classifications in summary:
  - (a) in most cases this information will be classified as “OFFICIAL”;
  - (b) elements of information may attract a marking level of “OFFICIAL-SENSITIVE”, and should be marked accordingly where it requires special handling measures above and beyond those given to unmarked “OFFICIAL” information; and
  - (c) in exceptional circumstances, some estates data may attract a marking of “SECRET” (for example in relation to certain locations within specific buildings). Where such a situation occurs the Authority will provide specific briefing and advice.
- 7.1.4. The Supplier will update data classifications in line with Cabinet Office guidelines as and when they are implemented. Where the Supplier processes any Personal Data (either on behalf of the Authority or for its own purposes as a Data Controller), the Supplier shall at all times comply with the Data Protection Legislation, Clause 24 (Protection of Personal Data) of the Agreement and Schedule 13 (Processing Personal Data).
- 7.1.5. The Supplier will adhere to the DWP Information Security Policy when generating, accessing and processing Authority Data and will take a risk based approach to information security in accordance with the relevant Authority Security Policies and Standards, which adopt and apply ISO 27001 Standards and the Cyber Essentials.
- 7.1.6. The Supplier shall ensure at the end of the Term that any and all data relating to the Authority business will be returned to the Authority in a format to be agreed with the Authority. Once completeness and safe receipt of this data is confirmed by the Authority, all copies held by the Supplier, within the Supplier System are to be properly, securely and permanently deleted. The Supplier shall provide evidence of disposal where the Authority so requires.

7.1.7. The Supplier shall ensure appropriate segregation of data to prevent leakage of information that could compromise the Authority, the Supplier or one of more Authority Supply Chain Members. This shall include the following systems:

- (d) Authority Supply Chain Members;
- (e) the Authority purchase-to-pay system, (at the time of publishing this document this is Oracle RM12);
- (f) the Authority's outsourced payment provider, (at the time of publishing this document, this provider is Shared Services Connected Ltd);
- (g) the Government Electronic Property Mapping Service (E-PIMS) or its replacement. The Supplier shall be responsible for ensuring the Authority is accurately represented on E-PIMS and will continue to be responsible for updating E-PIMS whenever a change occurs within the Authority Estate, e.g. installation of a new Authority's Premise and for maintaining existing data as required; and
- (h) lease data including space plans / technical / computer aided design building drawings.

For avoidance of doubt, the Supplier System(s) Solution is not required to contain a Building Information Management (BIM) system, however the Supplier System(s) Solution should have the capability to hold data aligned to the Authority's Data and Information Management Strategy (which complies with ISO19650)..

7.1.8. The Supplier shall hold data and conform where relevant with:

- (i) ISO 55000:2014;
- (j) ISO 55001:2014;
- (k) ISO 55002:2018;
- (l) SFG20+;
- (m) UNICLASS2015; and
- (n) Greenhouse Gas Protocols.

7.1.9. The Supplier will check the data received from Authority Supply Chain Members adheres to the requirements of paragraph 7.1.8 and where it is identified that it does not comply, the Supplier shall notify the Authority and Authority Supply Chain Members and propose a resolution plan to be agreed by the Authority.

7.1.10. *Data Governance* as referenced in Schedule 2.1B (Account Management), the Supplier shall be responsible for the overarching data governance model that ensures the Master Asset Register is accurate at all times and representative of both the Master Data held by the Authority Supply Chain Members and the physical Assets. This should align and support the Authority's Data and Information Management Strategy (which contains its data model) *[Note this will be provided during the Mobilisation Phase]*. This includes but is not limited to the following:

- (o) proactive measures to maintain data accuracy and completeness, including continuous improvement initiatives;
- (p) reporting of data accuracy and completeness;
- (q) proactive and reactive Master Asset Register and Master PPM Schedule Change Control processes (as referenced in Schedule 2.1D (Asset Management));
- (r) undertaking audits of the data working with both the Authority and Authority Supply Chain Members; and
- (s) checking data received from Authority Supply Chain Members adheres to the Cost and Financial Management data requirements as set out in Schedule 2.1E (Cost and Financial Management). Where it is identified that it does not comply, the Supplier shall notify the Authority and Authority Supply Chain Members and propose a resolution plan to be agreed by the Authority.

## **7.2. Reporting Solution**

7.2.1. The Authority requires a single repository for all data enabling a single point of truth. All reporting should be comprehensive (cover all minimum data sets as defined in Section 7.4 of this Statement of Requirements) with all reports produced and accessed through a single reporting tool. The Supplier shall comply with the Authority's reasonable instructions for the production of reports (which may be for the Authority or Authority Supply Chain Members where applicable).

7.2.2. The Supplier Solution shall provide, including but not limited to:

- (t) Authority-customisable Dashboards (including KPI result generation) including different dashboard layouts, content based on defined user role and include the Authority Estates logo;
- (u) a suite of standard reports/dashboards that are both static and Near Real-Time as defined in Annex 1 of this Schedule 2.1F;
- (v) the ability for a user to extract data in standard Microsoft formats including but not limited to Excel and Word;
- (w) the capability for Authority users (including the Authority's Cost and Supplier Performance team) to extract metrics for Authority

Supply Chain Member performance management via automated reports;

- (x) all reporting functionality accessible to Authority users;
- (y) the ability for Authority users (such as the DWP Field Team) to monitor Work Order progress including Work Order history and Work Order status, enabling users to identify potential and actual breaches of SLAs. This capability should be in a report format but also access to the System(s) Solution for live status on all work orders as set out in Schedule 2.1C (Helpdesk and Work Order Management);
- (z) the ability for Authority users to create their own reports, using any data held in the solution and having the ability to enable a multi-dimensional view of, transformation of, and drill down through, data;
- (aa) the ability to report data (via flat file, raw data or schema) into other HMG databases, such as but not exclusively the Government Electronic Property Mapping System (EPIMS) or its successor for the OGP;
- (bb) the ability to produce ad-hoc reports including new or updated reports as and when the Authority make such requests;
- (cc) the ability to save for further use such ad-hoc created reports;
- (dd) the ability to produce reports that require historic data, the Supplier Solution should be designed so that all data from Authority Supply Chain Member systems is maintained to accommodate any Authority reporting request;
- (ee) the ability to produce reports that include trend analysis and insights from OGDs and the wider market, with special attention to Asset and Compliance reporting such as Fire, Water, Gas and Asbestos; and
- (ff) robust document management capability for documents produced by the Authority Supply Chain including but not limited to, warranties, compliance certification and leases.

- 7.2.3. The Authority may, in the future, request a report that will require historic data such as data currently held by the incumbent or previous Suppliers. The Supplier Solution should be designed so that all data from Authority Supply Chain's systems is maintained to accommodate any Authority reporting request.

### **7.3. Change Control**

- 7.3.1. In the event of changes within the Authority Estate, Authority Supply Chain Members and or reporting requirements, the Supplier shall update all relevant databases, and output those changes to the relevant Authority

Supply Chain Members and other third parties. Unless specified otherwise, all changes should be notified to the relevant parties within five (5) Working Days.

- 7.3.2. The Authority requires Master Data to be 100% accurate at all times within the Supplier System and fully synchronised with Authority Supply Chain Member systems so that all systems hold a consistent and matching 100% accurate and complete dataset of information on the Authority Estate.
- 7.3.3. Sources of Master Data include, but are not limited to:
  - (gg) Incumbent Supplier and/or the Supplier: Reactive Work Orders, Planned Preventative Maintenance, Asset Register Assets;
  - (hh) all Authority Supply Chain Member Systems including FM, LLM, LSS, Security, EPMS, Projects, Furniture, ,; and
  - (ii) Utilities Bureau Provider: Utilities supply data, utilities suppliers, meter numbers, tariffs, contract dates.
- 7.3.4. The Authority requires that changes within the Authority Estate (including Premises, Asset Register Assets and work order statuses) are reflected in receiving systems in Near Real Time.
- 7.3.5. The change control process for data management should be robust and aligned to the aim of having accurate Master Data. Where possible the change processes should be automated with change authorisation decisions documented at every stage.

#### **7.4. Minimum Data Requirements**

- 7.4.1. As referenced in Schedule 2.1 G (System Requirements), the Supplier will use industry standard data taxonomy and treatment of data.
- 7.4.2. The Supplier shall structure and maintain data as per the Authority's Data and Information Strategy and Government Data Property Standards as referenced in Schedule 2.6 (Authority Policies).
- 7.4.3. This section 2.4 (Minimum Data Requirements) sets out the minimum data requirements. The data shall be made available in a range of formats, to be recommended by the Supplier for Approval by the Authority. As set out in Schedule 6.1 (Mobilisation), during the Mobilisation Phase the Authority will agree the specific requirements and confirm the range of user groups.
- 7.4.4. As a minimum, the Supplier Solution shall hold the following current and historic data and as referenced in Annex 1:
  - (jj) general property details, (unique identifier, address, postcode, NIA/GIA, Lease date to / from etc, sub-let Estate, occupancy and tenancy details);

- (kk) number of in-bound calls to the Helpdesk (by type);
- (ll) number of Work Orders raised (by type);
- (mm) volume of Work Orders (by service line & status type);
- (nn) performance measures of the Authority Supply Chain Members by (as referenced in Schedule 2.1B (Account Management)), the Supplier is not responsible for the management of the Authority Supply Chain Member performance. The Supplier shall assist the Authority with the provision of data, reports and MI on the performance of the Authority Supply Chain Members;
- (oo) planned maintenance complete versus plan;
- (pp) costs by Service Line (versus budget by type, i.e. reactive, planned, variable/extras, statutory);
- (qq) volume of Complaints (by status, i.e. in-progress, resolved etc);
- (rr) volume of Projects (by status, i.e. in-progress, planned but yet to commence, completed);
- (ss) property occupancy versus capacity;
- (tt) system use and activity per User and User Group; and
- (uu) volume and timing of any unauthorised access attempts.
- (vv) property performance data (m<sup>2</sup> per person, best and worst utilised offices, total cost per m<sup>2</sup>, m<sup>2</sup> cost breakdown, most and least cost efficient offices nationally and by region);
- (ww) Site NIA split by public access area and staff only area;
- (xx) current and historic space metrics (tracking acquisitions and divestment);
- (yy) Site function statistics nationally by region and business unit (Jobcentres, co-locations, Service Centres, Corporate Centre etc); and
- (zz) various ad-hoc data demands driven by Cabinet Office and modern working practices (Smarter Working) (staff numbers on site, visitor numbers, footfall etc).

## **7.5. Minimum Reporting Requirements**

- 7.5.1. The Authority requires the following Reports and when the term 'Reports' is referred to in this Agreement, it shall include, as a minimum the Reports (referred to in this paragraph 7.5.1) to be delivered as a minimum within the Mobilisation Phase:

- (aaa) Work Order Management (Supplier Report);
- (bbb) Master Asset Register (Supplier Report);
- (ccc) Master PPM Schedule (Supplier Report);
- (ddd) Authority Supply Chain Member Performance (Management Information Report);
- (eee) Supplier Performance (Management Information Report);
- (fff) Estates Performance Report (Management Information Report);
- (ggg) Field Team Report (Management Information Report);
- (hhh) District Report (Management Information Report);
- (iii) Condition and Utilisation Index (BCUI) (Management Information Report);
- (jjj) Building Performance Index (BPI) (Management Information Report);
- (kkk) EPIMS or its successor (Government reporting requirement);
- (lll) Life Chances Through Procurement (Government reporting requirement);
- (mmm) Estate Master File (ASCM Report);
- (nnn) Service Matrix (ASCM Report);
- (ooo) Weekly Lift Report (ASCM Report);
- (ppp) Weekly Heating and Cooling Report (ASCM Report);
- (qqq) Near Real-Time/Live Estates Compliance (ASCM Report);
- (rrr) Sustainability Performance Report (ASCM Report); and
- (sss) Property Dashboards (ASCM Report and Supplier Report)

- 7.5.2. The Authority may provide examples and templates of existing reports where possible to the Supplier during the Mobilisation Phase to help ensure the information requirement in the Minimum Reporting Requirements is met by the Supplier.
- 7.5.3. The Supplier shall propose formats of the reports for Authority Approval during the Mobilisation Phase. Reports shall conform to guidelines as stated throughout this Schedule 2.1F.
- 7.5.4. The Supplier Solution should ensure that Compliance reports across the Authority Estate are as close to real time (Near Real Time) as possible for day to day management of the Authority Estate.



- 7.5.5. The Supplier Solution should enable Users to see the Compliance of the Authority Estate and Authority Assets at a national level as well as at a site level, enabling users to see where Compliance is outstanding, about to breach and/or completed.
- 7.5.6. The Supplier will assure the accuracy of the data presented.
- 7.5.7. As referenced in paragraph 7.6 of this Schedule, the User Groups of these reports will be defined during the Mobilisation Phase.
- 7.5.8. The Authority reserves the right to amend and request changes to these Reports throughout the Term.

## **7.6. Reports Access and User Groups**

- 7.6.1. The Supplier Solution shall provide for different access types, such as:
  - (ttt) Full Access – to all properties and all service lines;
  - (uuu) Regional Access – to a group of geographically based properties and all service lines; and
  - (vvv) Local Access – to a specific property and all service lines.
- 7.6.2. The Supplier Solution shall provide access and customisation for different User Groups.
- 7.6.3. The Supplier shall provide the reporting tool for each of the defined User Groups, the specific requirement for each User Group and the make-up of each User Group is to be agreed during the Mobilisation Phase.
- 7.6.4. The Supplier may be required during the Term to update or amend the User Groups at the Authority's request.
- 7.6.5. Example User Groups, including but not limited to:
  - (www) DWP Estates "Management Team" –Full Access;
  - (xxx) DWP Estates (others, non-management team) – Regional Access;
  - (yyy) DWP Estates Cost Management – Full Access;
  - (zzz) DWP Estates Cost and Supplier Performance – Full Access;
  - (aaaa) DWP Estates Asset Management Team – Full Access;
  - (bbbb) DWP Group Finance – Full Access;
  - (cccc) DWP Area Directors – Regional Access;
  - (dddd) DWP Security & Data Protection– Full Access;
  - (eeee) DWP Continuity and Resilience Team – Full Access;

- (ffff) DWP Health & Safety Team – Full Access;
- (gggg) DWP Estates Building Managers – Local Access;
- (hhhh) Authority Supply Chain Members – Full Access (limited to their specific service line);
- (iiii) DWP Commercial Directorate (Estates Category Management) – Full Access; and
- (jjjj) additional Authority staff as notified by the Authority.

## **7.7. Document Management Requirements**

7.7.1. The Supplier Solution must offer a full document management capability in conjunction with the Authority Supply Chain Members. The Supplier shall comply with the Authority's reasonable instructions for the production of reports. As a minimum, this capability must be able to:

- (kkkk) receive historic documentation from the Authority or Authority Supply Chain Members;
- (llll) store all documentation from a variety of Supply Chain members – both current and future – (including but not limited to: full lease agreements, compliance certification such as Asbestos);
- (mmmm) enable Authority users to access all documentation stored, including all documentation relevant to a specific chosen property in a single view;
- (nnnn) provide versioning on all documentation stored and record details of changes to documents such as time of change, detail of change and changes made by whom access records, time of access and by whom (compliant with the Data Protection Legislation, Freedom of Information Act 2000 and other contractual obligations of each Authority Supply Chain Member);
- (oooo) store documents relating to assets at the individual asset level. Certificates and Work Order records relating to specific assets must be stored at the asset level as well as at the site level; and
- (pppp) links to the relevant documents should be available from other Systems in the form of hyperlinks.

7.7.2. In conjunction with the relevant Authority Supply Chain Member and or the Authority, the Supplier shall provide a document management functionality that can make available for the Authority details of, including but not limited to:

- (qqqq) full lease agreements;
- (rrrr) lease heads of terms / lease summaries;

(ssss) limitation and rent agreements;

for limbs (a) to (c) of this paragraph 7.7.2, this should be in a format searchable by agreement date, lease break and exit date, lease value, property location and postcode;

(tttt) Property Register, including details, drawings and measurements;

(uuuu) Statutory Compliance Documentation (and other documents required by Law);

(vvvv) Risk Assessments and Risk Register;

(www) PAT Testing certification;

(xxxx) Asbestos Register;

(yyyy) Health and Safety records;

(zzzz) Legionella testing;

(aaaaa) Lift Inspections;

(bbbbb) Incident Reports, (including security incidents);

(ccccc) Log books;

(dddd) Operating manuals, (including original equipment manufacturer manuals and drawings);

(eeee) Technical site / Asset drawing (including CAD drawings);

(ffff) Photographs and other imaging relating to properties, (e.g. thermographic images);

(ggggg) Guarantees and Warranties;

(hhhhh) Energy Performance Certificates (EPCs) and Display Energy Certificates (DECs) (provided by the LLM Authority Supply Chain Member); and

(iiii) Security management plans.

7.7.3. The document management solution shall be reviewed at least annually at a time to be agreed by the Authority for fitness for purpose and value for money, with any improvement recommendations made to the Authority for Approval within twenty (20) Working Days of the review. The Supplier shall propose improvements in a detailed plan to be agreed by the Authority.

7.7.4. The Supplier shall provide all information (which may include historic information) required by the Authority to deal with all questions pertaining to the Authority Estates, including but not limited to:

- (jjjjj) Freedom of Information Requests within five (5) Working Days,
- (kkkkk) Parliamentary, Member of Parliament, Ministerial or Prime Minister questions by noon the following working day, unless otherwise agreed with the Authority, and;
- (lllll) other press or public body questions that may arise from time to time within a timeframe to be agreed by the Authority.

## **8. DETAILED SERVICE REQUIREMENTS**

### **8.1. General Reporting Requirements**

- 8.1.1. The Authority will require several reports periodically and/or on an ad hoc basis in order to efficiently manage the Authority Estate.
- 8.1.2. The Supplier shall provide these reports and importantly note that some of these will include, but not be limited to, insightful and commercially astute analysis to support strategic and operational planning providing deeper insight and prediction to support decision making.
- 8.1.3. The frequency, users and report type shall be agreed with the Authority during the Mobilisation Phase.

### **8.2. Supplier Data and Reporting Requirements (“Supplier Reports”)**

- 8.2.1. *Helpdesk and Work Order Management Services*: the Supplier shall refer to Schedule 2.1C (Helpdesk and Work Order Management) for the Helpdesk and Work Order Management requirements and Annexes 1 and 2 of this Schedule 2.1F for related reporting requirements.
- 8.2.2. *Asset Management Services (including reporting on the Master Asset Register, Master PPM Schedule and Compliance Reporting)*: the Supplier shall refer to Schedule 2.1D (Asset Management) for the Asset Management Services requirements and Annexes 1 and 2 of this Schedule 2.1F for related reporting requirements.
- 8.2.3. *Cost and Financial Management Services*: the Supplier shall refer to Schedule 2.1E (Cost and Financial Management) for the Cost and Financial Management Service and reporting requirements.

### **8.3. Management Information Reporting Requirements (“Management Information Reports”)**

- 8.3.1. These will include, but not be limited to, insightful and commercially astute analysis to support strategic and operational planning providing deeper insight and prediction to support decision making.
- 8.3.2. The Supplier will be expected to aggregate Master Data across the Supply Chain in order to produce the following reports and Management Information (detailed further in Annex 1, Tab 1.3 of this Schedule 2.1F). including but not limited to:

(mmmmm)Estates Performance Report – providing summary of the Estate, highlighting the key areas of importance (as informed by the Authority during the Mobilisation Phase and or as amended during the Term) to the Authority, for example spend data, performance data, significant events, escalated issues, any key changes to Supplier Personnel, diversity and inclusion information (aligned to Life Chances through Procurement policy listed in Schedule 2.6 (Authority Policies));

- (nnnnn) Performance Monitoring Report – summary of performance measures of the Authority Supply Chain Members;
- (ooooo) Performance Monitoring Report – summary of performance of the Supplier: using the performance measures and key deliverables of this Agreement;
- (ppppp) Weekly Regional/District Report – highlighting the key areas of importance by Region for sharing with the wider Authority audience;
- (qqqqq) Field Team MI Report – providing key information to Authority Estates' Field Team to support with on-site activities and aiding to resolve issues on site;
- (rrrrr) Life Chances Through Procurement – detailing all required information regarding the Supplier's workforce including data on employment of minority groups;
- (sssss) Property Dashboards – providing information in a near-real time format that enables Users to view information by property such as Authority Supply Chain Member performance, number of completed Work Orders, schedules for planned or routine FM services, Authority Supply Chain Member contract spend, asset down time, energy efficiency and percentage of compliance; and
- (ttttt) Building Performance Index and Condition and Utilisation Index – a property hierarchy tool to allow the Authority to RAG buildings and produce options for Life Cycle Works decisions. The requirements of this report will be developed and agreed with the Authority during the Mobilisation phase.

- 8.3.3. The Authority also reserves the right to amend and request changes to these Reports throughout the Term.
- 8.3.4. The Supplier will develop, during the Mobilisation Phase, a data analysis roadmap that aligns with the Authority's Data and Information Management Strategy that will outline how the Supplier will continuously improve the quality of the analytic outputs throughout the Term of the Agreement, including the connection of data sources, use of wider industry benchmarking, performing scenario analysis and forecasting techniques to maximise opportunities and strategic decision making across the Authority Estate.

#### **8.4. Authority Supply Chain Member (ASCM) Data and Reporting Requirements ("ASCM Reports")**

##### *Health and Safety*

- 8.4.1. The Authority directly uses a third party system for to support the management of managing Health and Safety risks.

- 8.4.2. The Supplier may be required to hold data from this system(s) to support the overall objective of this Agreement for one single version of the truth. The Authority will advise the Supplier of this requirement further during the Mobilisation Phase.
- 8.4.3. The Supplier shall refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for Health and Safety.

*Furniture, Fixtures and Equipment (FF&E) Data*

- 8.4.4. The Supplier will hold and maintain a detailed Asset Register for all FF&E assets as part of the Supplier's Master Asset Register.
- 8.4.5. The Supplier will be expected to aggregate Master Data from the Authority Supply Chain Member(s) in order to hold and maintain data to produce Reports for the Authority that provide the following information, including but not limited to:
- (uuuuu) all FF&E related Work Orders;
  - (vvvvv) cost analysis of furniture and equipment provision and removal;
  - (wwwww) meta data regarding warranties of FF&E as held in the Supplier's Document Management Solution; and
  - (xxxxx) all furniture and equipment related Complaints/Compliments.
- 8.4.6. Refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for FF&E.

*Porterage and Moves*

- 8.4.7. The Supplier Solution shall have capability to hold data relating to Porterage and Moves.

*Security Data*

- 8.4.8. The Supplier shall aggregate Master Data from the Supply Chain in order to hold and maintain data to produce reports for the Authority that provide the following information, including but not limited to:
- (yyyyy) all Work Orders in relation to Security;
  - (zzzzz) volume of Incidents;
  - (aaaaa) number of Officers Absent during reporting period;
  - (bbbbb) number of intruder alarm activations;
  - (ccccc) key holders' information (locking and unlocking);
  - (ddddd) manned guarding schedule including hours and number of guards; and

(eeeeee) information regarding Security related assets and systems as captured in the Supplier's Master Asset Register.

- 8.4.9. The Supplier shall refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for Security.

*FM Services*

- 8.4.10. The Supplier will be expected to aggregate Master Data from the Supply Chain in order hold and maintain data to produce reports for the Authority that provide the following information, including but not limited to:

(ffffff) Service Matrix detailing which FM services are delivered to each Authority Premises;

(gggggg) information regarding Standards achieved at the Authority Premises such as cleaning standards;

(hhhhhh) PPM schedules for all FM activities; and

(iiiiii) catering information (the Authority will advise of the requirement during the Mobilisation Phase).

- 8.4.11. The Supplier shall refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for FM Services.

*Lease and Landlord Management (LLM) and Strategy and Portfolio Planning (S&PP)*

- 8.4.12. The Supplier will be expected to aggregate Master Data from the Supply Chain in order hold and maintain data to produce reports for the Authority that provide the following information, including but not limited to:

(jjjjjj) all lease information including subleases, head leases, landlord information (as held in the Supplier's Document Management Solution), business rates, rents payable, lease/sub-lease options and public sector occupancy agreements;

(kkkkkk) Site level meta data including but not limited to NIA (net internal area), FTE (full-time equivalents), financial forecasts and lease end or break dates in order to produce 'Estates Master File';

(llllll) occupancy and capacity building utilisation information to support with PS&LM activities including work station analysis;

(mmmmm) schedule of upcoming lease events aligned to the Authority's business case pipeline tracker including costs to achieve strategy; and

(nnnnnn) all information required to complete any Government reporting requirement in compliance with Government Data Property Standards as referenced in Schedule 2.6 (Authority Policies) for example, 'EPIMS' (or its successor).



- 8.4.13. The Authority directly uses a third party system for managing space planning information which may also include BIM information. The Supplier may be required to hold and transmit data from / to this system to support the overall objective of this Agreement for one single version of the truth.
- 8.4.14. The Supplier shall refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for LLM and S&PP.

*Utilities, Energy & Sustainability*

- 8.4.15. The Supplier shall aggregate Master Data from the Supply Chain (third party Bureau Service, and other providers) in order to hold and maintain data to produce reports for the Authority that provide the following information, including but not limited to:
- (oooooo) utilities supplier(s) and contract start/end date;
  - (pppppp) tariff and billing frequency;
  - (qqqqqq) account Number;
  - (rrrrrr) meter Serial Number and Meter Point Access Number ('**MPAN**') or Meter Point Reference Number ('**MPRN**');
  - (ssssss) supply Number;
  - (tttttt) meter location;
  - (uuuuuu) any historic data as provided by the Authority or Incumbent Supplier;
  - (vvvvvv) energy Rating (or equivalent);
  - (wwwwww) profile class, meter/time-switch details, line loss factor; Annual consumption (kWh);
  - (xxxxxx) half hourly ('**HH**') and non-half hourly ('**NHH**') data (as appropriate) for previous 12 months for every electricity Utility Supply;
  - (yyyyyy) agreed Utility Supply capacity;
  - (zzzzzz) voltage;
  - (aaaaaaa) meter operator details with contract start and end dates;
  - (bbbbbbb) data aggregator ('**DA**') details;
  - (ccccccc) data collector ('**DC**') details;
  - (ddddddd) tariff structure for each open Utility Supply;

- (eeeeeee) billing method, payment type and payment terms;
- (ffffff) VAT percentage rate applicable to the Utility Supply;
- (ggggggg) Climate Change Levy ('CCL') rate or CCL relief;
- (hhhhhhh) water rates and charges (based on Rateable Value ('RV') or uniform business rate, as appropriate);
- (iiiiiii) Fugitive Emissions and Refrigerant Losses information;
- (jjjjjjj) waste generated by waste type including Landfill, Recycling;
- (kkkkkkk) carbon data including raw components such as Energy, Travel and Refrigerants; and
- (lllllll) number of DEC/EPCs.

- 8.4.16. The Supplier shall refer to Annexes 1 and 2 of this Schedule 2.1F for more detail on the reporting requirements for Utilities, Energy and Sustainability.

*Projects (including Lifecycle Works and Capital Works)*

- 8.4.17. The Authority directly uses a third party system and are seeking to procure a provider(s) for Professional Services and Estates Programme Management (EPM) Services. The Supplier may be required to hold Master Data from this system(s) to support the overall objective of this Agreement for one single version of the truth such as the capability to extract data regarding new assets as a result of projects. The Authority will advise the Supplier during the Mobilisation Phase.
- 8.4.18. The Supplier shall aggregate Master Data from the appropriate Supply Chain Member including but not limited to the status of a Project (using definitions agreed with the Authority), the financial status of a Project and make reference where appropriate to the RIBA stage of a Project.
- 8.4.19. The Supplier shall provide monthly detailed analysis regarding the financial elements of a Project including tracking of actuals against original budget, any variations to the budget including external and internal, recoverable and non-recoverable costs.

## **9. SYSTEM REQUIREMENTS**

### **9.1. General System Requirements**

- 9.1.1. The System Requirements for the Supplier System(s) Solution are detailed in Schedule 2.1G (System Requirements).
- 9.1.2. The Supplier will provide and implement; a web-based portal where System users will sign on once, (username/email address and password), and then be able to view, interrogate and drill-down to line item / raw data and also pre-defined reports and Dashboards from the System including but not limited to those items set out in this Schedule.
- 9.1.3. The Supplier System(s) Solution will enable Users to view data and trend analysis at multiple levels including at property level, asset level and category of Work Orders.
- 9.1.4. The System should produce or be capable of exporting all data in a format that will give ownership of all relevant data to the Authority and enable easy transfer of the System and the data that they record to a new provider for the Estate including data on service delivery.
- 9.1.5. The Data and Analytics solution will be required to hold data from the systems of the Authority, the Supplier and multiple Authority Supply Chain Members.
- 9.1.6. The Supplier should be able to demonstrate how data integrity is maintained by showing when data was received and if any data has been changed since being received.
- 9.1.7. If data has been changed since being received then an audit capability should show, when, by whom and the old and new values.

### **9.2. Projects System Requirements**

- 9.2.1. The Supplier System(s) Solution should have the capability to support the Authority's Projects and aggregate data from the relevant Authority Supply Chain Members involved in the delivery and programme management of Projects.
- 9.2.2. The Supplier System(s) should have ability to create a record of a Project. The record must include details regarding the financial treatment of the Project in line with the Authority's business rules.
- 9.2.3. The Supplier System (s) should have ability to allocate a Project to the appropriate Authority Supply Chain Member responsible for Major, Minor or Lifecycle Projects. The Supplier System(s) must also categorise Projects into CAPEX and OPEX.
- 9.2.4. The Supplier System (s) should have the ability to create a Work Breakdown Structure (WBS) that aligns to the Authority's financial treatment of Major, Minor and Lifecycle Projects. The WBS must be shared with the relevant Authority Supply Chain Member(s).

**Annex 1 Reporting Requirements**

See Schedule 2.1 (SOR F) Data and Analytics Annex 1

**Annex 2 Reporting Requirements**

See Schedule 2.1 (SOR F) Data and Analytics Annex 2

**Schedule 2.1 F – Data, Analytics and Reporting**

**Annex 1 – Reporting Requirements**

**Contents**

1.1 SUPPLIER REPORTS .....2

1.2 AUTHORITY SUPPLY CHAIN MEMBER (ASCM) / SERVICE TOWER REPORTS .....6

1.3 MANAGEMENT INFORMATION REPORTS.....11

1.4 MINIMUM REPORTS .....15

1.5 DATA REQUIRED IN RELATION TO COMPLIANCE MANAGEMENT.....16

## 1 Supplier Reports

The Supplier will be required to produce the following Reports for the services they are directly delivering to the Authority

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Report Titles	Frequency	User Group
2.1 C	Helpdesk	<ul style="list-style-type: none"> <li>Helpdesk Request Type - by phone, email, in person request, or number of self-serve requests once implemented</li> <li>Call Length</li> <li>Requester Details - time of day, repeat request or location, business team and building type</li> <li>Helpdesk Requests by Service Line and by Asset Type</li> <li>Requester ID and Response ID - e.g. who called/who answered or which helpdesk (e.g. Third Party)</li> <li>Complaints and Compliments details</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Number of requests received during the reporting period</li> <li>Number of requests closed within required timescale during the reporting period</li> <li>Total number of request volumes, call and email volumes– number of calls/emails/request/Work Orders received during reporting period</li> <li>Requestor details such as requesters location and requesters relationship to the Authority's Estate e.g. an employee, tenant of the Authority premises</li> <li>Response details for example who allocated the Work Order from the Supplier's helpdesk or responded to telephone call/email</li> <li>Helpdesk requests by service area – number of calls/emails/requests/Work Orders received by service (i.e. FM, LLM, Security, Other)</li> <li>Number of Complaints or Compliments received during reporting period</li> <li>Number of calls/emails triaged from third party Helpdesk</li> </ul>	<ol style="list-style-type: none"> <li>Helpdesk Statistics and Trends</li> <li>Customer Satisfaction Survey</li> <li>Supplier Performance</li> </ol>	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Report Titles	Frequency	User Group
2.1 C	Work Order Management	<ul style="list-style-type: none"> <li>WO Status' for example, Open, Closed, Overdue, In Progress</li> <li>WO Categories for example, Billable, Non-Billable, those under CLT (Comprehensive Threshold Limit), Remedial, Reactive, PPM (Planned Preventative Maintenance), Incidents, Requests and First Aid Training Requests</li> <li>Work Orders received by Service Line</li> <li>Work Orders by Priority for example, P1, P2, P3 (To be agreed with the Authority)</li> <li>Work Order details including, Location, Property Type, Asset Type Detail</li> <li>Work Order Start and Target Completion Date</li> <li>Assigned Engineer and Company including where assigned to Landlord</li> <li>Number of Complaints/Escalation</li> <li>Rejected Work Orders</li> <li>Paused Work Orders</li> </ul>	<ul style="list-style-type: none"> <li>Number of Work Orders received, completed and in progress within reporting period</li> <li>Top 10 Reactive Work Order Types</li> <li>Work Order Costs Analysis - cost per Work Order by Work Order type/category, Supplier and by Region</li> <li>Aged Work Orders within reporting period for example, how long overdue</li> <li>Acceptance, Pending and In Progress status duration</li> <li>Repeat Work Orders - number of Work Orders on same asset/issue. Is it a first time fix or second/third?</li> <li>Associated invoice approval status durations</li> <li>Breached Work Orders, for example where properties are at breach of WO Failure or have Failed</li> <li>History of Work Orders analysing and linking where Work Orders have required a secondary Work Order to resolve original or have resulted in a Remedial</li> </ul>	<ol style="list-style-type: none"> <li>Monthly Work Order Activity</li> <li>Overview of Work Order Status</li> <li>Supplier Performance</li> <li>ASCM Performance</li> </ol>	TBC	TBC
2.1 D	Asset Management & Lifecycle Works	<ul style="list-style-type: none"> <li>Master Asset Register (aggregated across Supply Chain in line with ISO 55000:2014 (EN)) including Asset Location, Hierarchy, Condition and Age (New, Good, Used, End of Life)</li> </ul>	<ul style="list-style-type: none"> <li>Periodic audit of Master Asset Register at least every quarter to quality asset register is correct</li> <li>View of all PPMs against an Asset including ability to download list of</li> </ul>	<ol style="list-style-type: none"> <li>Master Asset Register</li> <li>Asset Condition and Utilisation Tool</li> </ol>	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Report Titles	Frequency	User Group
		<ul style="list-style-type: none"> <li>Warranty Management Documentation including but not limited to Asset warranties and Furniture warranties</li> </ul>	assets and PPMs against them <ul style="list-style-type: none"> <li>Asset History details including how many Work Orders have been completed on the same asset</li> <li>Asset Downtime details including number of assets and duration of downtime across Estate at national/regional level e.g. Lifts and Heating/Cooling Assets</li> <li>Utilise all the data available to the Supplier to ensure the condition of each Asset is regularly updated, (not less than annually), in order to determine an accurate view of remaining useable/economic life of each Asset, in turn informing life cycle replacement plans, and informing prioritisation of multiple strategic initiatives</li> <li>Overview of changes to the Master Asset Register including number of changes made within a reporting period and number of pending changes</li> </ul>	3. Asset Down Time 4. Weekly Lift Report 5. Weekly Heating/Cooling Report 6. ASCM Performance		
<b>2.1 D</b>	<b>PPM &amp; Compliance</b>	<ul style="list-style-type: none"> <li>Master PPM Register (generated from Master Asset Register, including PPM activity across all service towers, asset tags, property ID, property location, date of scheduled activity)</li> <li>Statutory Activities Completed</li> <li>Non Statutory Activities Completed</li> <li>Total PPM Activities Completed</li> </ul>	<ul style="list-style-type: none"> <li>Monthly/6 monthly PPM look-ahead</li> <li>PPM optimisation opportunities</li> <li>Percentage of Compliance at various levels of detail including by national/regional/property type</li> <li>Documentation upload analysis, for example number of certificates uploaded in reporting period</li> </ul>	1. Master PPM Schedule 2. Overdue PPM Activities 3. Statutory Compliance 4. Near Real Time Dashboard of	TBC	TBC



Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Report Titles	Frequency	User Group
		<ul style="list-style-type: none"> <li>Number of PPMs overdue (Statutory and Non Statutory)</li> <li>Assigned Engineer and Company</li> <li>All Documentation and Compliance Certification</li> </ul>	<ul style="list-style-type: none"> <li>Details of PPM activities carried out during the reporting period – e.g. percentage of activities completed within required timescales and outside required timescales</li> <li>Periodic reporting on Fire, Asbestos, Water, Lifting Equipment, Electricity/Gas providing an overall summary of the completion of Work Orders, associated Remedial activity and any back log of Work Orders.</li> </ul> <p><i>Please refer to Section 1.5. of this Annex for more detailed requirements for Compliance reporting.</i></p>	<p>Estate Compliance and PPMs</p> <p>5. Documentation Upload and Quality Analysis</p> <p>6. Summary of Water/Fire/Asbestos/Lifting Equipment Compliance Report</p> <p>7. ASCM Performance</p>		

## 2 Authority Supply Chain Member (ASCM) / Service Tower Reports

The Supplier will be required to aggregate data from the ASCMs to produce the following Reports for services provided by the ASCM to the Authority.

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
2.1F	Security	<ul style="list-style-type: none"> <li>All Work Orders in relation to Security</li> <li>PPM schedule for Security activity</li> <li>Volume of Incidents</li> <li>Number of Officers Absents during reporting period and number of Intruder Alarm activations</li> <li>Key holders' information (locking and unlocking)</li> <li>Manned Guarding schedule including hours and number of guards</li> <li>Information regarding Security assets such as CCTV , Fire Alarm Systems</li> </ul>	<ul style="list-style-type: none"> <li>Incident Analysis by region and property type</li> <li>Man Hour audit e.g. analysing rate of on-site attendance</li> <li>Regional/national performance of the ASCM</li> </ul>	<ol style="list-style-type: none"> <li>Security Insights Report</li> <li>ACSM Performance</li> </ol>	TBC	TBC
2.1F	Furniture	<ul style="list-style-type: none"> <li>Master Furniture Asset Register detailing all information regarding Furniture assets</li> <li>All Work Orders relating to Furniture requests e.g. provision of new or removal</li> <li>Record keeping of all costs associated with Furniture</li> <li>All Furniture related Complaints/Compliments</li> <li>Warranty documentation</li> </ul>	<ul style="list-style-type: none"> <li>An overview of new versus old Furniture across the Estate and by building type</li> <li>Cost analysis of Furniture</li> <li>Regional/national performance of the ASCM</li> </ul>	<ol style="list-style-type: none"> <li>Master FurnitureAsset Register</li> <li>ACSM Performance</li> </ol>	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
2.1F	Moves and Portage	<i>To be advised during Mobilisation Phase</i>				
2.1F	Health and Safety	<ul style="list-style-type: none"> <li>Details of H&amp;S issues/accidents (inc Near Misses) and incidents and how they are being resolved</li> <li>Time and Location analysis – e.g. regional, national, monthly, annual</li> <li>Risk Assessments</li> </ul>	<ul style="list-style-type: none"> <li>Issues/Accidents analysis by region</li> <li>Number of Work Orders in relation to DSEs</li> <li></li> </ul>	1. Health and Safety Report	TBC	TBC
2.1F	FM Services	<ul style="list-style-type: none"> <li>All Information and detail regarding which FM services are delivered to the Authority's Premises creating detailed Service Matrix</li> <li>Information relating to Standards (e.g. quality of services delivered at the Authority's Premises)</li> <li>Schedules for Cleaning, Pest Control, Grounds</li> <li>Catering information (to be advised during the Mobilisation Phase)</li> </ul>	<ul style="list-style-type: none"> <li>Periodic check of Service Matrix to ensure correct services are captured by property type and tenant</li> <li>Standards achieved across the Estate analysis - showing well performing or poor performing regions/property types</li> <li>Regional/national performance of the ASCM</li> </ul>	1. Service Matrix 2. ASCM Performance 3. Soft FM Services Report 4.	TBC	TBC
2.1F	LSS	<ul style="list-style-type: none"> <li>All Information and detail regarding which LSS services are delivered to the Authority's Premises creating detailed Service Matrix</li> <li>Information relating to Standards (e.g. quality of services delivered at the Authority's Premises)</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Periodic check of Service Matrix to ensure correct services are captured by property type and tenant</li> <li>Standards achieved across the Estate analysis - showing well performing or poor performing regions/property types</li> <li>Regional/national performance of the ASCM</li> </ul>	1. Service Matrix 2. ASCM Performance 3. LSS Services Report	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
2.1F	<b>Lease and Landlord Management (LLM)</b>	<ul style="list-style-type: none"> <li>EPIMS (InSite) Data - See Annex 2 of 2.1F 'EPIMS Data Structure'</li> </ul>	<ul style="list-style-type: none"> <li>Update OGP (Office of Government Property) data base in required format</li> </ul>	1. EPIMS/ InSite (Government Reporting Requirement)	TBC	TBC
2.1F	<b>Lease and Landlord Management (LLM)</b>	<ul style="list-style-type: none"> <li>All lease information including subleases, head leases, landlord information, business rates, rents payable, lease/sub-lease options and public sector occupancy agreements (to be held in the Supplier' Solution/ Document Management Solution)</li> </ul>	<ul style="list-style-type: none"> <li>Lease Events aligned to Estates Strategy and Business Cases</li> <li>Cost analysis including cost to Business Cases and achieve strategy</li> </ul>	1. Lease Management Information 2. Business Case Pipeline Tracker	TBC	TBC
2.1F	<b>Strategy and Portfolio Planning (S&amp;PP)</b>	All site level meta data including but not limited to; <ul style="list-style-type: none"> <li>NIA</li> <li>FTE</li> <li>Lease Overview - including end/break dates</li> <li>Geography/Locations</li> <li>Portfolio Overview</li> <li>Running Cost by Region &amp; Classification</li> <li>Income</li> <li>FY Rent by Space</li> <li>FY Rates by Space</li> <li>FY Service Charge by Space</li> <li>Rent FYF by space</li> </ul>		1. Estates Master File	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
2.1F	<b>Strategy and Portfolio Planning (S&amp;PP)</b>	<ul style="list-style-type: none"> <li>Occupancy data including leased area and headcounts</li> <li>Annual Cost by Region, Calculated and Allocated Space, Cost per SQM and Space per Workstation</li> <li>FTE by Business Team, Cost per FTE by Region, BoH &amp; FoH FTE by Region</li> </ul>	<ul style="list-style-type: none"> <li>Authority's Premises Capacity and Utilisation</li> <li>Work Station Analysis</li> <li>Forecast utilisation for Business Teams/Property Types</li> </ul>	1. Occupancy and Utilisation Report	TBC	TBC
2.1F	<b>Utilities, Energy and Sustainability</b>	<ul style="list-style-type: none"> <li>Supplier and contract start/end date;</li> <li>Tariff and billing frequency</li> <li>Account Number</li> <li>Meter Serial Number and Meter Point</li> <li>Access Number ('MPAN') or Meter Point</li> <li>Reference Number ('MPRN')</li> <li>Supply Number</li> <li>Meter location</li> <li>Any Historic data as provided by the Authority</li> <li>Energy Rating (or equivalent)</li> <li>Profile class, meter/time-switch details, line loss factor; Annual consumption (kWh) Half Hourly ('HH')/Non Half Hourly ('NHH') data (as appropriate) for previous 12 months for every electricity Utility Supply</li> <li>Agreed Utility Supply capacity</li> </ul>	<ul style="list-style-type: none"> <li>Hosting of progress reports for 'Greening Government Commitment Targets' - <a href="https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020">https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020</a></li> <li>Percentage of DEC/EPCs across the Estate</li> <li>Hosting of consumption and cost data from monthly invoices vs. previous fiscal year</li> <li>Benchmarking consumption/performance</li> <li>Pareto / League tables of Utilities performance by site looking at highest / lowest performing properties by consumption, costs and carbon footprint</li> </ul>	1. Greening Government Commitment Targets Progress 2. Sustainability Performance Report 3. Monthly Utilities Report	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
		<ul style="list-style-type: none"> <li>• Voltage</li> <li>• Meter operator details with contract start and end dates</li> <li>• Data aggregator ('DA') details</li> <li>• Data collector ('DC') details</li> <li>• Tariff structure for each open Utility Supply</li> <li>• Billing method, payment type and payment terms</li> <li>• VAT percentage rate applicable to the Utility Supply</li> <li>• Climate Change Levy ('CCL') rate or CCL relief</li> <li>• Water rates and charges (based on Rateable Value ('RV') or uniform business rate, as appropriate)</li> <li>• Fugitive Emissions and Refrigerant Losses information</li> <li>• Waste generated by waste type including Landfill, Recycling</li> <li>• Net Carbon</li> <li>• Number of DEC/EPCs</li> </ul>				
2.1F	Projects / Capital Works	<ul style="list-style-type: none"> <li>• Project status</li> <li>• Financial status</li> <li>• RIBA stage/status per Project</li> <li>• Project actuals and budgets</li> <li>• VAT – recoverable, non-recoverable</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to track actuals against forecasted costs and budget</li> <li>• ACSM spend and performance per each Project</li> <li>• Ability to categorise into OPEX and CAPEX</li> <li>• Number of WBS issued, in progress</li> </ul>	1. Overall Project Report/Dashboard 2. RIBA Overview	TBC	TBC

Sch. Ref	Service Line	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Example Reports Titles	Frequency	User Group
			and completed			

### 3 Management Information Reports

The Supplier will be required to produce the following Reports and/or Dashboards to support with strategic management of the Authority's Estate.

Proposed Report Title	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Frequency	User Group
<b>Performance Monitoring Report (Authority Supply Chain Members)</b>	Monitoring performance of the ACSM against the PMS and key contract deliverables, including without limitation: <ul style="list-style-type: none"> <li>• An Executive Summary</li> <li>• Operational Performance</li> <li>• Statutory Compliance Performance</li> <li>• Financial Performance</li> <li>• Customer feedback</li> <li>• Sustainability Performance</li> <li>• Other variations</li> <li>• Improvement recommendations (where applicable)</li> </ul>	Ability to filter by Service, Authority Supply Chain Member, Region and Property Type	Monthly	TBC



Proposed Report Title	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Frequency	User Group
<b>Performance Monitoring Report (Supplier)</b>	<p>Monitoring performance of the Supplier against the PMS and key contract deliverables, including without limitation:</p> <ul style="list-style-type: none"> <li>• An Executive Summary</li> <li>• Operational Performance</li> <li>• Statutory Compliance Performance</li> <li>• Financial Performance</li> <li>• Customer feedback</li> <li>• Sustainability Performance</li> <li>• Other variations</li> <li>• Improvement recommendations (where applicable)</li> </ul>	Ability to filter by Service	Monthly	TBC
<b>Estates Performance Report</b>	<ul style="list-style-type: none"> <li>• Contract Spend across the ASCM</li> <li>• ASCM Performance</li> <li>• High level Work Order summary</li> <li>• Incidents/Issues within the reporting period</li> <li>• Personnel/Diversity and Inclusion information</li> </ul>	Highlighting the key areas of importance to the Authority (to be agreed during the Mobilisation Phase)	Monthly	TBC
<b>Field Team MI Report</b>	<ul style="list-style-type: none"> <li>• Reactive and Planned Work Order Analysis including by region, by Asset type, by service and Work Order status Number of Complaints received, by service and region</li> <li>• Failed/Breached SLA Work Orders by region/property</li> <li>• Reactive Work Order cost analysis including Work Order Estimates</li> <li>• ACSM performance and costs</li> </ul>	Providing key information to DWP Field Team to support with on site activities and resolving issues on site	TBC	TBC

Proposed Report Title	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Frequency	User Group
<b>Weekly Regional/District Report</b>	<ul style="list-style-type: none"> <li>Summary of Work Orders and their status per Region</li> <li>Overview of Incidents per Region</li> <li>Volume of Work Orders awaiting Estimate per Region</li> <li>Overview of Assets that are down per Region</li> <li>Information regarding ASCM breaching SLAs</li> <li>Emergency Events or Authority Premises experiencing issues per region</li> <li>ACSM performance and costs</li> </ul>	Highlighting the key areas of importance by Region/District for sharing with the wider Authority audience	Weekly	TBC
<b>Life Chances Through Procurement</b>	Information regarding the Supplier's workforce including data on the employment of the disabled, young people, older workers, ex-offenders, apprenticeships and black and ethnic minority groups as per Government requirement (Hyperlink)	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/530435/life-chances-through-procurement-guidance-for-dwp-contractors.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/530435/life-chances-through-procurement-guidance-for-dwp-contractors.pdf</a>	Annual	TBC
<b>Property Dashboards</b>	By building dashboard that includes information regarding, performance, completed Work Orders, schedules of FM services, spend, asset down time, energy efficiency, % of compliance both statutory and non-statutory	To produce a hierarchy to allow the Authority to RAG buildings and produce hold / dispose / Life Cycle Works decisions	TBC	TBC

Proposed Report Title	Minimum Data Sets (including but not limited to)	Minimum Reporting Output/Capability	Frequency	User Group
<b>Building Performance Index (BPI) and Condition &amp; Utilisation Index (BCUI)</b>	<p>By building ability to view;</p> <ol style="list-style-type: none"> <li>1. Space efficiency information such as building occupancy, utilisation and rent deviation</li> <li>2. Space quality information such as Life Cycle Works undertaken, volume of completed Statutory Work Orders and Non-Statutory Work Order</li> <li>3. Space sustainability information such as EPC, DEC and Energy/Utilities performance</li> <li>4. Operational information such as Volume of Work Orders, Volume of high priority Work Orders and asset down time</li> </ol>	Multi-Criteria high-level scoring index to direct strategy priorities and Lifecycle expenditure	TBC	TBC

#### 4 Minimum Reports

The Supplier will be required to produce the following Reports during the Mobilisation Phase.

Report Type	Report Title
Supplier Report	<b>Work Order Management</b>
Supplier Report	<b>Master Asset Register</b>
Supplier Report	<b>Master PPM Schedule</b>
Management Information	<b>ASCM Performance</b>
Management Information	<b>Supplier Performance</b>
Management Information	<b>Estates Performance Report</b>
Management Information	<b>District Report</b>
Management Information	<b>Building Performance Index (BPI)</b>
Management Information	<b>Condition &amp; Utilisation Index (BCUI)</b>
Government Requirement	<b>EPIMS(/ or Successor)</b>
Government Requirement	<b>Life Chances Through Procurement</b>
Supplier & ASCM/Service Tower Reports	<b>Property Dashboards</b>
ASCM/Service Tower Reports	<b>Estate Master File</b>
ASCM/Service Tower Reports	<b>Service Matrix</b>
ASCM/Service Tower Reports	<b>Weekly Lift Report</b>
ASCM/Service Tower Reports	<b>Weekly Heating and Cooling Report</b>
ASCM/Service Tower Reports	<b>Real-Time/Live Estates Compliance</b>

ASCM/Service Tower Reports	<b>Sustainability Performance Report</b>
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## 5 Data Required in Relation to Compliance Management

Please note not all issues will affect all of the Authority's Premises (for example some Premises have no asbestos, no lightning protection etc.)

Please note that surveys and inspections may generate Remedial activity.

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
Asbestos	Management Survey	Incumbent FM Supplier Environmental (3 <sup>rd</sup> party system – Alpha Tracker Accessed by subcontractors on site via QR code)	2 years	<ul style="list-style-type: none"> <li>Survey report per building including property reference</li> <li>Asbestos register</li> <li>How many properties have up to date Asbestos? When overdue?</li> <li>Copy of Certificate linked to Alpha Tracker</li> </ul>	Survey will cover entire site.  Survey and register are often a single document. Includes a detailed plan showing locations of known or suspected asbestos; risk ratings for all asbestos found or suspected; action plan for higher risk areas.
	Management Survey Review	As above	Annual	<ul style="list-style-type: none"> <li>Survey report</li> </ul>	Survey will cover entire site

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
				<ul style="list-style-type: none"> <li>• Updates to Asbestos register</li> </ul>	
	Refurbishment & Demolition Survey	As above	As required for Project work	<ul style="list-style-type: none"> <li>• Survey report</li> </ul>	Will focus on specific area involved in a Project/Capital Works
				<ul style="list-style-type: none"> <li>• Updates to Asbestos register</li> </ul>	Asbestos register must be updated with new information
	Asbestos Sampling	As above	As required following incidents	<ul style="list-style-type: none"> <li>• Sampling results</li> <li>• Updates to Asbestos Register</li> </ul>	For example, when sub-contractors unexpectedly encounter material which may be asbestos
	Asbestos Removal	As above	As required	<ul style="list-style-type: none"> <li>• Contractor's licence details</li> <li>• Waste transfer record</li> <li>• Updates to Asbestos register</li> </ul>	Where task is licenced, details must be recorded and evidence retained that Asbestos waste was disposed of correctly, showing that area is now free of Asbestos
	Signing in sheet	Hard Copy on site	As required	<ul style="list-style-type: none"> <li>• List of persons who have reviewed the Asbestos Register (Authority to confirm with ASCM if there can be a virtual sign in sheet)</li> <li>•</li> </ul>	Names on signing in sheet should tally with contractors/staff involved in work on the premises which could result in the release of Asbestos fibres

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
Electrical Systems	Fixed electrical installation inspection	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	5 years	<ul style="list-style-type: none"> <li>Inspection report</li> <li>Certificate against asset/property within Master Asset Register</li> </ul>	Lists and assesses all assets which are part of the hardwired electrical system. Gives overall status report for electrical installation. Lists failed assets and prioritises remedial works
			Annual	<ul style="list-style-type: none"> <li>20% Inspection report</li> </ul>	On some larger buildings this task is undertaken as an annual review of 20% of the system, rather than a 5 yearly review of entire Estate
	Distribution boards	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Inspection report</li> </ul>	
	Thermal Imaging	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Report</li> </ul>	Thermal imaging of distribution boards looking for 'hot spots', i.e. potential sources of faults
	RCD tests	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Report</li> </ul>	Annual test of RCDs/RCBOs

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
	Lightning protection Inspection	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	11 monthly	<ul style="list-style-type: none"> <li>Inspection Report</li> </ul>	
	Portable Appliance Testing (PAT)	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>PAT report</li> </ul>	All portable electrical appliance assets for a site should be listed in this report
Fire Safety	Fire Risk Assessment – the Authority to undertake all FRAs in each building regardless of occupation	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	5 yearly	<ul style="list-style-type: none"> <li>FRA Report</li> </ul>	Report considering risk of fire and potential risk to life and property. Includes prioritised list of actions to be taken
		Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>FRA review</li> </ul>	Considers changes to fire risk in the last year – often an addendum to the FRA
	Fire alarm call point testing	G4S (Sunrise)	Weekly	<ul style="list-style-type: none"> <li>Record of test</li> </ul>	
	Fire alarm maintenance	G4S (Incumbent Supplier)	6 monthly	<ul style="list-style-type: none"> <li>Record of maintenance</li> </ul>	50% of system tested once every 6 months
	Emergency light testing	Incumbent FM Supplier (LSS) Maximo/Incumbent Supplier Solution	Monthly	<ul style="list-style-type: none"> <li>Record of test</li> </ul>	All emergency lights tested for function. May generate remedial activity for failures



Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
		Incumbent FM Supplier (LSS) Maximo/Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Record of test</li> </ul>	All emergency lights tested for long term performance. May generate remedial activity
	Fire Extinguisher Inspection	Incumbent FM Supplier (LSS) Maximo/Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Report</li> </ul>	Includes fire extinguishers, fire blankets, hose reels, sprinkler systems
	Fire doors	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Monthly	<ul style="list-style-type: none"> <li>Record of inspection</li> </ul>	Basic check of function undertaken once per month
			6 monthly	<ul style="list-style-type: none"> <li>Report</li> </ul>	More detailed check of state of repair undertaken
	Fire dampers & smoke control systems	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Report</li> </ul>	Test of function
	Dry & wet risers	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Report</li> </ul>	Test of function/water tightness
<b>Gas &amp; Oil Fired Heating Systems</b>	Gas Safe Inspection	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Certificate</li> </ul>	For gas fired equipment
	Oftec Inspection	Incumbent FM Supplier (LSS) Maximo/ Incumbent Supplier Solution	Annual	<ul style="list-style-type: none"> <li>Certificate</li> </ul>	For oil fired equipment

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
Lifts & lifting equipment	Passenger lifts thorough examination and test	British Engineering Services (website portal)	6 monthly	<ul style="list-style-type: none"> <li>Certificate</li> </ul>	Additional regular inspections required for fire-fighters lifts and evacuation lifts All equipment intended to lift or support persons must this safety inspection – includes eyebolts, man-safe systems, high level access equipment, ropes, carabiners & cables
	Maintenance visit	TKE (report via Incumbent FM Supplier stored in Incumbent Supplier Solution)	Monthly	<ul style="list-style-type: none"> <li>Maintenance report</li> </ul>	May generate remedials
	Function check	Incumbent FM Supplier (Maximo)	Weekly	<ul style="list-style-type: none"> <li>Record of check (Hard Copy)</li> </ul>	
	Lifting equipment inspection	British Engineering Services (website portal)	Annual	<ul style="list-style-type: none"> <li>Certificate</li> </ul>	Safety check on lifting equipment not intended to support persons, e.g. cranes, lifting beams, etc.
Water hygiene & legionella	Water risk assessment	Incumbent FM Supplier (Maximo) Hard Copy on Site	2 yearly	<ul style="list-style-type: none"> <li>Water risk assessment report in System Solution</li> </ul>	Incorporating a written scheme of control for the water system and specific actions to remedy significant issues

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
			Annual	<ul style="list-style-type: none"> <li>WRA review</li> </ul>	Basic review of WRA to ensure work has been completed and there have been no changes or incidents
	Temperature monitoring	Incumbent FM Supplier (Destiny)	Monthly	<ul style="list-style-type: none"> <li>Record of temperatures</li> <li>Photo evidence (The Authority is working with the ASCM to understand if photos can be uploaded)</li> </ul>	Record of temperatures of hot and cold taps at sentinel outlets
	Flushing of little used outlets	Incumbent FM Supplier (Destiny)	Weekly	<ul style="list-style-type: none"> <li>Record</li> <li>Photo evidence (The Authority is working with the ASCM to understand if photos can be uploaded)</li> </ul>	
	Hot water tanks	Incumbent FM Supplier (Destiny)	Annual	<ul style="list-style-type: none"> <li>Record of inspection</li> </ul>	May produce remedial activity
	Water Sampling/Legionella	Incumbent FM Supplier (Destiny)			
	Cold water tanks	Incumbent FM Supplier (Destiny)	Annual	<ul style="list-style-type: none"> <li>Record of inspection</li> </ul>	May produce remedial activity
	Calorifiers	Incumbent FM Supplier (Destiny)	Annual	<ul style="list-style-type: none"> <li>Record of inspection</li> </ul>	May produce remedial activity
	Showers	Incumbent FM Supplier (Destiny/ Incumbent Supplier)	Quarterly	<ul style="list-style-type: none"> <li>Record of cleaning and disinfection</li> </ul>	
Cooling Towers (approx. 3. Properties)	Dipslide tests	Incumbent FM Supplier (Maximo)	Weekly	<ul style="list-style-type: none"> <li>Record of results</li> </ul>	May produce remedial activity

Compliance Issue	Compliance Output	Data Source (ASCM System)	Frequency	Data Required/Accessible in Supplier Solution	[Notes]
	Check automatic dosing equipment	Incumbent FM Supplier (Maximo)	Weekly	<ul style="list-style-type: none"> <li>Record of check</li> </ul>	
	Collect water samples	Incumbent FM Supplier (Maximo)	Monthly	<ul style="list-style-type: none"> <li>Record of results</li> </ul>	
	Notification to local authority	Incumbent FM Supplier (Maximo)	As required	<ul style="list-style-type: none"> <li>Record of notification</li> </ul>	
Pressure systems	Safety inspection	British Engineering Services (website portal)	Annual	<ul style="list-style-type: none"> <li>Certification</li> </ul>	May produce remedial activity
Air Conditioning	Refrigerant Inspections	Incumbent FM Supplier (Maximo)	1-15 air conditioning units – 12 months 15-75 air conditioning units – 6 months More than 75 air conditioning units – every 3 months	<ul style="list-style-type: none"> <li>Certification</li> <li>F-Gas Register – when next expected/overdue</li> </ul>	
Building	EPC	Landlord and Leasehold Management Supplier	Every 10 years	<ul style="list-style-type: none"> <li>Certification by property</li> </ul>	



Department  
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DWP  
Estates

CONTENTS

1.	INTRODUCTION	3
1.1.	OBJECTIVES .....	3
1.2.	OVERVIEW OF REQUIREMENT.....	3
2.	SOLUTION REQUIREMENTS OVERVIEW	5
2.1.	SOLUTION COMPONENTS .....	5
2.2.	ARCHITECTURE .....	5
3.	SYSTEM(S) SOLUTION REQUIREMENTS	7
3.1.	SYSTEM(S) SOLUTION REQUIREMENTS .....	7
3.2.	DATA CONTROLLER .....	23
3.3.	SOLUTION INTEGRATION .....	23
3.4.	SUPPLIER EXIT .....	25
3.5.	GENERAL.....	26
ANNEX 1 – TECH AND NFR REQUIREMENTS SUPPLIER TEMPLATE		27
ANNEX 2 – EXISTING AUTHORITY SUPPLY CHAIN SYSTEMS		40

## **10. INTRODUCTION**

### **10.1. Objectives**

- 10.1.1. The Authority's overall objective is for the provision of a System(s) Solution that meets the Authority's service-related functional requirements. This System(s) Solution shall be, with configuration, suitable for recording comprehensively, accurately, and securely all Authority Estate, Asset and Site-specific condition data and the generation, allocation, planning, implementation, and completion of all services required to operate the Authority's Estate efficiently.
- 10.1.2. All capitalised terms in this Schedule 2.1G (System Requirements) are defined in Schedule 2.1A (Overview), Schedule 1 (Definitions) or in the body of this Schedule 2.1G (System Requirements), as the case may be.
- 10.1.3. The objective of the System(s) Solution is to provide the automated controls to ensure a smooth running operation and provide the Authority with accurate and timely data, with minimum disruption to the Authority Supply Chain Services, the Authority Estate, and the Authority, and in compliance with this Agreement in particular without limitation the Schedule 2.4 (Security Management).

### **10.2. Overview of Requirement**

- 10.2.1. The Supplier shall, during the Mobilisation Phase (as stated in Schedule 6.1 (Mobilisation)), provide for Approval by the Authority a "Systems(s) Solution". The System(s) Solution shall satisfy the requirements of the Agreement, including (without limitation), Schedule 2.1 (Statement of Requirements) and this Schedule 2.1G (Systems).
- 10.2.2. The Authority will review and Approve the use of all Systems provided by the Supplier; as contained in the Systems Detailed Solution;
- 10.2.3. The Supplier shall provide a System(s) Solution that satisfies this Statement of Requirements, and supports the delivery of the other Statement of Requirements Schedules.
- 10.2.4. Nothing contained in this Schedule 2.1G (System Requirements), irrespective of its terms, shall limit or reduce the Supplier's obligations and responsibilities set out in the Clauses or Schedule 1 (Definitions) of this Agreement and the remainder of this Schedule 2.1 (Statement of Requirements).
- 10.2.5. Without prejudice to the above, the Supplier shall provide System(s) Solution as a part of the Services and such System(s) Solution shall be delivered in accordance with this Agreement and using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money. The Supplier shall ensure the System(s) Solution shall comply with all requirements set out in this Agreement, including, without limitation, this Schedule 2.1G (System Requirements).

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

- 10.2.6. This Statement of Requirements sets out the Technical and Non-Functional System Requirements and should be read in conjunction with all other Statement of Requirements that include reference to Functional System Requirements.
- 10.2.7. The Supplier shall assist the Authority, in relation to the Services being provided by the Supplier, and impacted by the:
- (mmmmmmm) mobilisation of any new Authority Supply Chain Member at a time to be determined by the Authority which shall include ensuring smooth linkage (and/or integration) with the Supplier's System(s) as set out in Schedule 2.1H (Supply Chain Transition); and
  - (nnnnnnn) identification of any additional datasets that are required for reporting, by assisting the Authority to communicate to Authority Supply Chain Members such additional requirements for delivery of any reporting solution.
- 10.2.8. Review the Authority's plans for operation of the Authority Supply Chain Services and provide advice on including but not limited to:
- (ooooooo) interoperability between the Authority Supply Chain system(s) and the System(s) Solution and any associated risks; and
  - (ppppppp) general risks associated with data transfer between these systems.



## **11. SOLUTION REQUIREMENTS OVERVIEW**

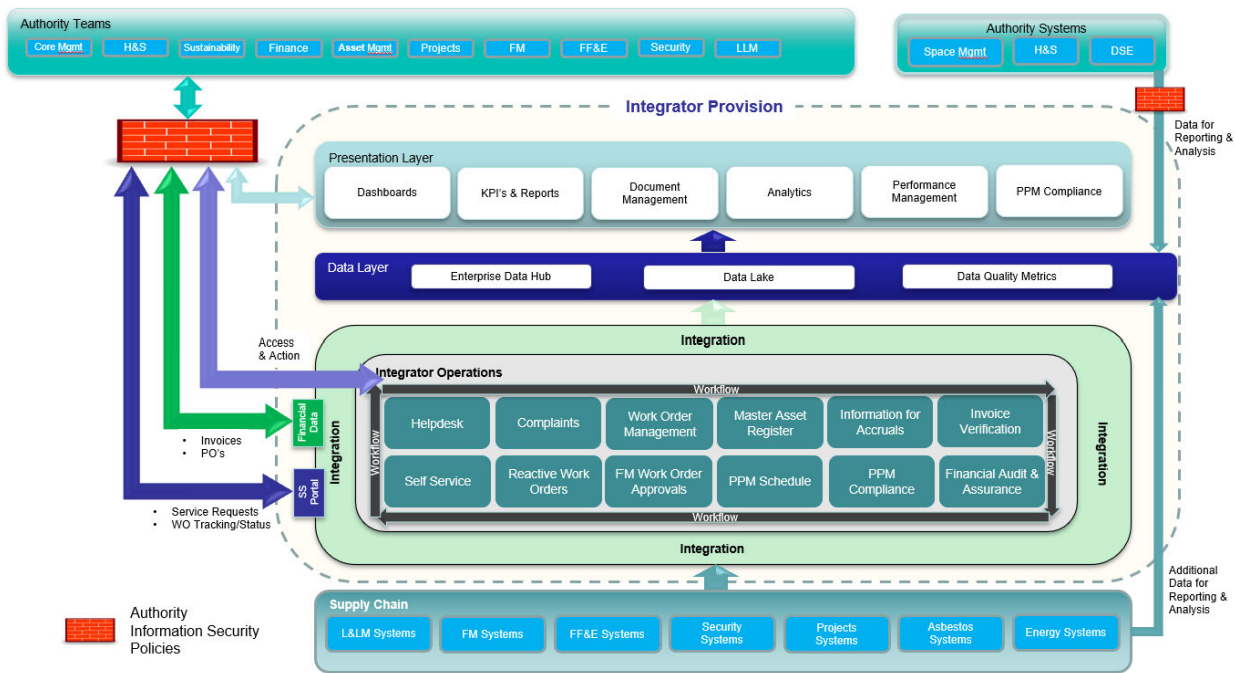
### **11.1. Solution Components**

- 11.1.1. The Authority is looking for a System(s) Solution that will bring together, and where appropriate integrate with, all parts of the Authority Estate's operation ensuring seamless delivery of information between the Authority, the Supplier and the Authority Supply Chain Members;
- 11.1.2. The System(s) Solution should provide three core components:
  - 11.1.2.1. a helpdesk, work order management and cost/finance component;
  - 11.1.2.2. a Data & Reporting component allowing a single view of the Authority Estate to the Authority and End Users; and
  - 11.1.2.3. an Integration gateway/hub component to ensure seamless, timely and accurate data transfer between the Supplier, the Authority and the Authority Supply Chain Members' systems.
- 11.1.3. The Supplier should provide a System(s) Solution that incorporates all three components in order to create a "single solution" for the Authority and act as the platform for the fulfilment of all Functional System Requirements.

### **11.2. Architecture**

- 11.2.1. The Supplier must provide the architectural and technical details of its System(s) Solution, but as guidance the following diagram may assist in understanding the vision of the Authority in respect of the provision of the System(s) Solution.
- 11.2.2. For clarity design and facilitation of the System(s) Solution is the Supplier's responsibility. The Authority is not bound to a specific design but requires that all Statements of Requirement are satisfied by the System(s) Solution.
- 11.2.3. In delivery of the Data & Reporting component, the Supplier, in its System(s) Solution design, must provide supporting details on how this functionality will be delivered:
  - 11.2.3.1. details on how the Supplier's Data & Reporting service will securely host the Authority's data;
  - 11.2.3.2. details of the technology platforms used; and
  - 11.2.3.3. how secure access for Authority users will be achieved.
- 11.2.4. The Supplier is advised to refer to the Information Security Questionnaire in its response.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT



For the avoidance of doubt, this diagram is included for information purposes only and it must only be taken as a simple indicative representation of the vision of the Authority in respect of data flow and access for the Authority and End Users to the System(s) Solution. It is intended for reference by the Supplier to inform its response to this Statement of Requirements. [Note: The Authority is seeking proposals from Potential Suppliers for alternate methods for managing data flow and systems access.]

**12. SYSTEM(S) SOLUTION REQUIREMENTS****12.1. System(s) Solution Requirements**

- 12.1.1. The System(s) Solution shall meet and include (as the case may be), without limitation, the requirements of this part 3.1 of Schedule 2.1G (Systems):

**A. Accessibility**

- 12.1.2. The Authority requires compliance with the Public Sector Bodies (Websites and Mobile Applications) (no.2) Accessibility Regulations 2018. Please refer to <https://accessibility-manual.dwp.gov.uk/accessibility-law/the-public-sector-bodies-accessibility-regulations-2018>.
- 12.1.3. Therefore, the Supplier shall ensure the System(s) Solution complies with the Public Sector Bodies Accessibility Regulations 2018. The Supplier shall publish a compliant accessibility statement for the System(s) Solution on each page.
- 12.1.4. The Supplier should ensure that the System(s) Solution is capable of supporting the use of:
- (qqqqqqq) Windows 10 native screen reading app, Narrator;
- (rrrrrrr) Windows 10 native screen magnification app, Magnifier;
- (sssssss) Windows 10 Windows Speech Recognition; and
- (ttttttt) Windows 10 Eye Control.
- 12.1.5. The Supplier should ensure that the System(s) Solution is able to be used without a pointing device such as a mouse (as some assistive software users are heavily reliant on navigating capability manager solutions with keyboard strokes only, for example visually impaired individuals who are reliant on screen-reading software).
- 12.1.6. The Supplier must ensure that the System(s) Solution does not contravene the Equality Act 2010 in any way.
- 12.1.7. The System(s) Solution should support all of the accessibility tooling on the Microsoft Edge Chromium web browser.
- 12.1.8. The System(s) Solution must support a modern web browser and be browser-agnostic. The Authority uses the Microsoft Edge Chromium web browser on Windows 10 and Safari 12 on iOS.
- 12.1.9. The System(s) Solution should support Internet Explorer 11.

**B. Availability**

- 12.1.10. The production Systems(s) Solution must be available for use 24 hours a day, 7 days a week (except for any contractually allowed non-emergency

downtime/scheduled maintenance) to achieve service availability of at least 99.5%.

12.1.11. The Supplier's approach to maintenance and downtime must follow current ITIL best practice.

12.1.12. The Supplier must agree with the Authority a schedule of service downtime for the maintenance, patching, upgrade or fix of all services at least two weeks before the beginning of each Contract Year. Maintenance must be undertaken during an agreed overnight period, which must be publicised in advance, managed appropriately during the maintenance periods, and account for the needs of data back-ups and any necessary testing and quality assurance activities. The Supplier must agree an exception process with the Authority to account for emergency or priority work 2 (two) weeks before the beginning of each Contract Year.

12.1.13. The Supplier must ensure that:

(uuuuuuu) all system changes are subject to appropriate Governance and management process and practices;

(vvvvvvv) all maintenance is subject to prior Approval and scheduling through appropriate Governance and management processed and practices;

(wwwwwww) appropriate testing, acceptance and roll back processes, tools and capabilities are in place in order to assure all maintenance activities; and

(xxxxxxx) in accordance with the agreed grading for maintenance, patching, upgrades and fixes, all significant and high risk changes must be also be Approved by the Authority before such works and/or changes are implemented.

### **C. Compliance**

12.1.14. The Supplier shall demonstrate appropriate procedures have been implemented to ensure compliance with legislative, regulatory and contractual requirements related to intellectual property rights and use of proprietary software products.

12.1.15. The System(s) Solution shall be UK GDPR compliant by design, referred to by the UK Information Commissioner's Office (ICO) as "data protection by design and default".

12.1.16. The Supplier will ensure that records within the System(s) Solution are protected from loss, destruction, falsification, unauthorised access and unauthorised release, in accordance with regulatory, contractual and business requirements.

12.1.17. The System(s) Solution must be designed to facilitate the exercise of all UK GDPR data subject rights (e.g. rectification, portability and access to personal information)

- 12.1.18. The Supplier warrants and undertakes that it has followed and shall follow ISO 27018:2019 (Personally Identifiable Information) that has established commonly accepted control objectives, controls and guidelines for implementing measures to protect Personally Identifiable Information (PII) in accordance with the privacy principles in ISO/IEC 29100 for the public cloud computing environment, and the guidelines based on ISO/IEC 27002.
- 12.1.19. The Supplier shall procure that its hosting supplier and subprocessors have followed and shall follow ISO 27018:2019 (Personally Identifiable Information) that has established commonly accepted control objectives, controls and guidelines for implementing measures to protect Personally Identifiable Information (PII) in accordance with the privacy principles in ISO/IEC 29100 for the public cloud computing environment, and the guidelines based on ISO/IEC 27002.
- 12.1.20. The Supplier and its supporting service providers will require the ISO 27002:2013 Code of practice for information security controls security.
- 12.1.21. The System(s) Solution's non production environment's shall provide the option to scrub, mask, or similar to the personal data used within it.
- 12.1.22. The audit functionality within the System(s) Solution must record details of all of the following actions / transactions: Create, Read, Update, Delete.
- 12.1.23. All audited actions / transactions must be capable of being passed to a third party Authority auditing solution, in near real time, including the following identifications: Guid/user ID, time/date stamp of action / transaction, MAC address, IP address, Browser type, and Session ID.
- 12.1.24. All auditing carried out by or on behalf of the Supplier shall meet the SSAE16- Auditing standard.
- 12.1.25. The Supplier will ensure that the System(s) Solution is designed and developed to identify and mitigate threats to the Authority's data security. The Supplier will have had conducted an independent review of their engineering approach to confirm they meet the following standards:
- (yyyyyyy) CESG CPA Build Standard;
- (zzzzzzz) ISO/IEC 27034;
- (aaaaaaaa) ISO/IEC 27001; and
- (bbbbbbbbb) CSA CCM v3.0.
- 12.1.26. All Data in the custody of the hosting organisation / the Supplier must receive equivalent guardianship as in the hands of the Authority and the Supplier shall ensure that it, and it shall procure that any relevant third party shall protect the confidentiality and integrity of the Authority's data. i.e. the data stored or processed in the solution must be protected in-line with HMG Security requirements, Authority Security Standards and UK Legislation.

- 12.1.27. The Supplier shall, including in particular by reference to Clause 17 (Transfer and Licences Granted by the Supplier) of the Agreement, provide all licenses required by the Authority, the Supply Chain and any other End User of the System(s) Solution as set out in this Statement of Requirements in order to access the System(s) Solution.
- 12.1.28. Subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management), the Supplier shall ensure that the System(s) Solution complies with the requirements of ISO27001/2 and this Agreement in particular Schedule 2.6 (Policies) and Schedule 2.3 (Standards) and is capable of implementing and enforcing appropriate security standards as specified by the Authority and subject to any information risk assessment undertaken pursuant to Schedule 2.6 (Authority Policies) The Supplier shall make design and controls information available to the Authority upon request.
- 12.1.29. Subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management), the Supplier shall comply with all relevant aspects of the Government Digital Service Open Standards (or its replacement) as included within the link below. The System(s) Solution shall detail how compliance will be achieved.  
[www.gov.uk/government/publications/open-standards-for-government](http://www.gov.uk/government/publications/open-standards-for-government).
- 12.1.30. The Supplier will work with the Authority to adhere to the Authority's digital governance processes. They will include (but is not limited to):
- (cccccccc) gaining approval of the System(s) Solution at the Authority's Digital Design Authority;
  - (dddddddd) completion and sign off of Authority security risk assessments;
  - (eeeeeeee) completion and sign off of Authority accessibility compliance assessment;
  - (ffffff) completion and sign off of an Authority data assessment (DPIA); and
  - (gggggggg) completion and sign off of a Service Assessment.

#### **D. Configuration**

- 12.1.31. The System(s) Solution must contain configuration to meet the Authority's specific needs as detailed in the Statement of Requirements.
- 12.1.32. The Authority has an expectation that there is no customisation required to meet the Authority's specific needs as detailed in the Statement of Requirements, and if customisation is needed to meet these requirements, that it be minimal and only with the Authority's Approval.

#### **E. Data Migration**

- 12.1.33. The Supplier shall ensure that all existing data is imported into the System(s) Solution with no compromise to its accuracy or fidelity.
- 12.1.34. The Supplier will ensure that in cases where application data has originated from outside the System(s) Solution (e.g. as a result of data migration, data interfaced from another solution, or data loaded through a facility that is part of the System(s) Solution), then the System(s) Solution must record a means of identifying the original source of such data and when such data was loaded on to the System(s) Solution.
- 12.1.35. The System(s) Solution must provide, or support a data load tool or API sufficient to support data migration into and out of the System(s) Solution.

#### **F. Interoperability**

- 12.1.36. The Authority and other authorised Users will need to access the System(s) Solution for the purpose of authorising activities.
- 12.1.37. The Supplier shall support and implement single sign on for Authority users via SAML2.0 (with multiple identity providers) and also support Oauth2.0.
- 12.1.38. The System(s) Solution shall support the OpenID Connect protocol
- 12.1.39. The Supplier shall ensure that data in transit is protected at rest and when in transit using TLS 1.2, or an IPsec or TLS VPN gateway.
- 12.1.40. The System(s) Solution shall be configured to send all communications traffic solely via HTTPS.
- 12.1.41. The System(s) Solution shall be able to transmit data to the Authority's DSP (Data Services Platform).
- 12.1.42. The Supplier shall provide a set of data extraction processes as part of the System(s) Solution and such processes shall support the transfer of data from the System(s) Solution to the Data Services Platform.
- 12.1.43. The number of distinct extracts and their contents will be Approved by the Authority.
- 12.1.44. Unless otherwise Approved by the Authority, the extracts must be made on a daily basis or such other interval as the parties may agree.
- 12.1.45. To support the transfer of data from the System(s) Solution to the Data Services Platform,
  - (hhhhhhhh) message-based interfaces must be in JSON format;
  - (iiiiiii) the Supplier shall provide metadata that describes the data contained within all the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and must conform to the Authority's specific

standards in respect of naming conventions and also the information provided for each entity and attribute;

(jjjjjjj) each data extract shall either be batch file or message-based; and

(kkkkkkkk) batch files must be pipe-separated flat files, incorporate the row count in a header or footer, and adhere to an Authority-specified naming convention. Files over 2GB must be separated and assigned sequenced file names.

12.1.46. For each data extract file, an accompanying MD5 shall be generated, and the file shall be encrypted for transfer using PGP. The Authority's Single File Transfer system (SFT) shall be used to transmit each file to a target end-point over HTTPS (using TLS 1.2 encryption-in-transit).

12.1.47. The System(s) Solution shall comply with "Security Standard - Access and Authentication Controls SS-001 (part 1)" as detailed at :  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/882754/dwp-ss001-part-1-security-standard-access-and-authentication-controls-v1.1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/882754/dwp-ss001-part-1-security-standard-access-and-authentication-controls-v1.1.pdf).

12.1.48. The Supplier shall ensure that the System(s) Solution can be accessed by and supported on devices operating on Windows, macOS and IOS.

12.1.49. The System(s) Solution shall not rely on any client-side plugins. JavaScript, Cookies and 3rd-party cookies are enabled.

12.1.50. The System(s) Solution will use a responsive design. The System(s) Solution should present on any screen size with minimal scrolling.

#### **G. Mobile Access**

12.1.51. Any mobile device connectivity proposed by the Supplier for use by Authority users shall comply with the following requirements:

(lllllll) any such access will be available on both iOS and Android devices with a consistent user experience across platforms;

(mmmmmmmm) any such access will not store any personal or user data that is on the device;

(nnnnnnnn) will ensure that the user's access permissions must be consistent to that assigned, i.e. the user only sees data they are authorised to access.

12.1.52. The System(s) Solution shall allow the Authority to choose which elements of functionality are available via a user's mobile device, which the Supplier acknowledges may be different dependant on the user type.

12.1.53. The Supplier shall ensure that all access :



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

(oooooooo) supports an additional level of authentication (such as a PIN or similar) which shall be prompted for on each use of the Solution and following a short period of inactivity;

(pppppppp) shall support any additional level of user authentication provided to the Supplier by the Authority to secure the System(s) Solution ; and

(qqqqqqqq) shall not transmit or share information about itself or usage back to the Supplier without the Authority's Approval (e.g. location, usage info, version, error reporting).

12.1.54. The Supplier shall ensure that the access to the System(s) Solution from a personal device or computer must not force the user to have any additional security software, including an MDM or equivalent deployed to their device.

#### **H. Operability**

12.1.55. The Supplier shall ensure that no part of the System(s) Solution is located/hosted outside of the EEA.

12.1.56. In addition to the locations of the Supplier's datacentres, the Supplier must disclose information on any location where data is stored and processed and where they manage the service from.

12.1.57. The Supplier may not relocate the data to an alternative datacentre without the Approval of the Authority.

12.1.58. All views, reports and analytics within the System(s) Solution must be based on live data, reflecting the current position at the point the report was initially viewed/generated;

12.1.59. The Supplier shall ensure that the System(s) Solution is available as a Software as a Service (SaaS). The Authority shall not be responsible for managing or control the underlying infrastructure including network, servers, operating systems, storage and/or individual application capabilities, save for any user specific application configuration settings.

#### **I. Performance & Capacity**

12.1.60. The System(s) Solution shall be able to provide reporting on how long it takes key transactions to action within the System(s) Solution;

12.1.61. The Supplier shall outline the expected response times for its solution and take proactive steps when performance is impacted;

12.1.62. The System(s) Solution's architecture shall be capable of supporting the Authority's large user base with 'architectural elegance' and without undue 'architectural complexity'.

#### **J. Portability**

- 12.1.63. The System(s) Solution should be capable of exporting all data in a format that will enable data portability of all data between the Supplier, the Authority and Authority Supply Chain Members.
- 12.1.64. The Supplier must ensure at the end of the Term that all data relating to the Authority's business and operations will be returned to the Authority and all copies held by the Supplier, within the System(s) Solution or with Authority Supply Chain Members' systems are properly, securely, and permanently deleted. The Supplier shall provide evidence of disposal where the Authority so requires.
- 12.1.65. The Authority shall own all data relating to the Authority that is stored on the System(s) Solution or with Authority Supply Chain Members' systems.

#### **K. Recoverability**

- 12.1.66. The System(s) Solution shall be capable of having a recovery point objective (RPO) of three (3) hours. The Supplier shall be prepared to (without limitation):
- (rrrrrrrr) indicate how the proposed System(s) Solution provides backup and restores functionality including (but not limited to) data;
  - (ssssssss) indicate the high availability patterns that have been implemented to achieve required resilience;
  - (tttttttt) back up frequency details by system component type and hosting details;
  - (uuuuuuuu) detail where there are any third party back up responsibilities and gain Authority Approval of the same;
  - (vvvvvvvv) detail the back up retention period / policy of the proposed System(s) Solution and available options;
  - (wwwwwww) ensure that the System(s) Solution includes a comprehensive disaster recovery plan and is compliant with and satisfies the BCDR Plan;
  - (xxxxxxx) clarify if and how system components can "fail safe" e.g. self-recover from a server re-boot, dependant component failure (e.g. a queue process) etc.; and
  - (yyyyyyy) provide evidence of the System(s) Solution's back up & DR testing procedures.
- 12.1.67. The System(s) Solution shall be capable of having a recovery time objective (RTO) of 8 hours. The Supplier shall be prepared to (without limitation):
- (zzzzzzzz) indicate how the proposed System(s) Solution provides backup and restores functionality including (but not limited to) data;

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

- (aaaaaaaaa) indicate the high availability patterns that have been implemented to achieve required resilience;
- (bbbbbbbbbb) provide backup frequency details and/or options by system component type and hosting details;
- (ccccccccc) detail where there are any third party back up responsibilities and gain Authority Approval of the same;
- (ddddddddd) provide details on back up retention period / policy of the proposed System(s) Solution and available options;
- (eeeeeeeeee) ensure that the proposed System(s) Solution includes a comprehensive disaster recovery plan and is compliant with and satisfies the BCDR Plan;
- (fffffff) clarify if and how system components can “fail safe” e.g. self-recover from a server re-boot, dependant component failure (e.g. a queue process) etc.; and
- (ggggggggg) provide evidence of the System(s) Solution’s back up & DR testing procedures.

12.1.68. The Supplier must be able to generate a reconciliation report that contains all details of any event that was sent to / received from an external integration (inbound and outbound) up to the time that the solution failed. This requirement is outside of the 3 hour RPO.

#### **L. Reliability**

12.1.69. The Supplier shall ensure that there is resilience and fail-over built into the telephone system provided as part of the overall System(s) Solution to ensure that Authority End Users will always be able to contact the helpdesk.

#### **M. Scalability**

12.1.70. The System(s) Solution shall be architected to provide horizontal expansion and contraction, so that resources can be increased and decreased depending on demand. The Supplier shall explain how (but is not to be limited to explaining) the following:

- (hhhhhhhhh) how the System(s) Solution design enables scalability (e.g. horizontal and vertical scalability);
- (iiiiiii) examples and evidence of how performance increases horizontally;
- (jjjjjjjjj) clear indication of any solution components that can only scale vertically; and

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

(kkkkkkkkk) application and integration scalability, in particular managing periods of heavy usage (month end expense runs and performance management tasks, daily login).

12.1.71. The System(s) Solution shall be capable of supporting 1,000 concurrent user sessions and theoretically capable of supporting 2,000 concurrent sessions for short periods.

12.1.72. The Supplier shall be able to demonstrate (but is not to be limited to demonstrating) the following:

(lllllllll) examples and evidence of system performance including (but not limited to) load, stress, performance and robustness testing evidence;

(mmmmmmmmm) any limiting factors that could cause latency issues in the System's Solution that are outside of the Supplier's control;

(nnnnnnnnn) how the component(s) design mitigates poor response times (e.g. data caching); and

(ooooooooo) platform performance availability must enable the Supplier to meet (see associated requirement 3.1.10) any applicable KPI.

12.1.73. The Supplier shall have an operational reference client for the System(s) Solution architecture to be used at the Authority (i.e. of similar size and complexity), and the Supplier shall ensure that neither the Authority nor the System(s) Solution shall be a test-bed for operationally untested architecture.

12.1.74. The Supplier shall ensure that at all times, all data in the System(s) Solution shall be in a consistent state and all reporting / responses shall be based on the committed data.

## **N. Security**

12.1.75. The Supplier shall ensure all system accreditations are provided to the Authority annually.

12.1.76. The following are subject to the remainder of this Agreement and in particular Schedule 2.4 (Security Management):

(ppppppppp) as part of the System(s) Solution, the Supplier shall provide a security plan ("Security Plan") for Approval by the Authority and such plan shall be included as the Annex to Schedule 2.4 of the Agreement;

(qqqqqqqqq) the Supplier shall ensure, as part of the HMG Security Policy Framework, the System(s) Solution complies with and shall have certificated the HMG Cyber Essentials Scheme or Approved

equivalent. Further details available at: [www.cyber-essentials-scheme.co.uk](http://www.cyber-essentials-scheme.co.uk); and

(rrrrrrrr) if at any time the Supplier suspects or has reason to believe Authority data or personal data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately (and within 2 hours of identification) and inform the Authority of the remedial action the Supplier proposes to take.

12.1.77. The Supplier shall ensure that all data is classified on the principles of HMG Security Classifications Scheme, which includes in summary:

(sssssssss) in most cases this information will be classified as "OFFICIAL";

(tttttttt) elements of information may attract a marking level of "OFFICIAL-SENSITIVE"; and

(uuuuuuuuuu) in exceptional circumstances, some Authority Estate data may attract a marking of "SECRET" (for example in relation to certain locations within specific buildings). Where such a situation occurs, the Authority will provide specific briefing and advice.

12.1.78. The Supplier shall ensure the System(s) Solution has appropriate security controls in place to prevent unauthorised access to the System(s) Solution, including monitoring and auditing.

12.1.79. The Supplier Solution shall operate audit controls to monitor access to the service, the longevity of the audit log(s) and its completeness. There shall be a regular audit timetable which details what the audit covers. Auditing should include, but not be restricted to:

(vvvvvvvvv) Views/Actions by users;

(wwwwwwwww) Views/Actions by managers;

(xxxxxxxxx) Views/Actions by the administrators;

(yyyyyyyyy) Views/Actions by any third party that has access to the System(s) Solution or the underlying architecture; and

(zzzzzzzzz) Monitoring of transactions.

12.1.80. In cases where application data has originated from outside the System(s) Solution (e.g. as a result of data migration, data interfaced from another system, or data loaded through a facility that is part of the system), then the System(s) Solution must record a means of identifying the original source of the data and also when it was loaded.

12.1.81. The Supplier shall provide records of use per user of the System(s) Solution. Should user activity be deemed as inappropriate or representing a security risk, the Supplier shall report the user and activity to the

Authority within 2 hours. The Supplier Solution shall be capable of future integration with the Authority Security Operations Centre providing end-points using REST API that permits the transfer of data in near real time.

- 12.1.82. The Supplier shall, once Approved by the Authority, execute, deliver, and manage the Security Plan.
- 12.1.83. As part of the Mobilisation Plan (pursuant to Schedule 6.1 (Mobilisation) to this Agreement) and throughout the Term as soon as changes are made to the System(s) Solution and/or at least annually, the Supplier shall conduct relevant security tests including penetration testing as set out in the Security Plan. As soon as practicable, the Supplier shall provide to the Authority the resultant certificate and/or audit report with actions taken.
- 12.1.84. User Profiles shall provide the level and detail of information necessary to implement the system Access Control Policy for the System(s) Solution, application or service to ensure that the User will only be granted access to those functions for which approval has been authorised.
- 12.1.85. Risk assessments associated with data governance requirements must be conducted at planned intervals and must consider the following:
- (aaaaaaaaa) awareness of where sensitive data is stored and transmitted across applications, databases, servers, and network infrastructure;
  - (bbbbbbbbbb) compliance with defined retention periods and end-of-life disposal requirements; and/or
  - (ccccccccc) data classification and protection from unauthorised use, access, loss, destruction, and falsification.

## **O. Service**

- 12.1.86. The System(s) Solution shall be underpinned by a support model and tooling that provides support to the Authority to resolve queries, incidents and problems. In the event of a case raised with the Supplier Solution, the Service Level the Supplier shall provide for incident resolution are at least:
- (ddddddddd) Priority 1 Incidents: Service Level is 90% within 2 hours, 24/7;
  - (eeeeeeeeeee) Priority 2 Incidents: Service Level is 95% within 8 hours, 24/7;
  - (fffffffffff) Priority 3 Incidents: Service Level is 95% within 2 Working Days (20 hours), Monday to Friday 8am-6pm; or
  - (ggggggggggg) Priority 4 Incidents: Service Level is 90% within 3 Working Days (30 hours), Monday to Friday 8am-6pm.

All Priority Incidents are defined in paragraph 3.1.89 of this Schedule 2.1G (Systems)

To process cases raised by the Authority, the Supplier shall provide its solution 24 hours a day, 7 days a week and 365 days per year. The Service Levels are subject to change at the request of the Authority.

12.1.87. The Priority Incidents are defined as follows:

(hhhhhhhhh) "Priority 1 Incident" means:

- i. a complete failure of a Business Critical Application and/or Business Critical Service
- ii. any delay to, or the inaccurate production of Business Critical outputs

(iiiiiii) "Priority 2 Incident" means a complete failure of the Application and/or Service affecting all users at one or more Key Sites

(jjjjjjjjj) "Priority 3 Incident" means:

- i. a partial failure of a Business Critical Application and or Business Critical Service affecting all users at a single secondary site;
- ii. a complete failure of the Application and or Service affecting all users at one or more secondary sites;
- iii. a partial failure of the Application and or Service affecting all users at one or more Key Sites;
- iv. a partial failure of the Application and or Service affecting all users at two or more secondary sites; or
- v. any failure of a piece of equipment; and

(kkkkkkkkk) "Priority 4 Incident" means:

- i. a partial failure of a Secondary Application and or Secondary Service affecting all users at one secondary site; or
- ii. an incident or occurrence which is not a Priority 1 Incident, a Priority 2 Incident or a Priority 3 Incident.

12.1.88. The Supplier shall provide the Authority with all service delivery documentation ("Delivery Documentation") no later than ten (10) Working Days before the Operational Services Commencement Date and thereafter within one (1) Working Day of Authority request. The Delivery Documentation shall be in English and contain sufficient information to enable the Authority to understand how the Services are delivered including (without limitation):

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

(IIIIIIIIII) details of the System(s) Solution (including software) and other details necessary for the Authority to understand the technology used to provide the Services;

(mmmmmmmmmm) details of the procedures and processes used by the Supplier Personnel to provide the Services;

(nnnnnnnnnn) the mechanisms used by the Supplier to measure the service levels as defined in Schedule 2.2 (Performance Levels); and

(oooooooooo) the measures taken to protect the Authority Data and any Personal Data processed as part of the Services.

The Supplier shall maintain the Delivery Documentation and issue the Authority with an updated copy within five (5) Working Days of any material change to the system or process.

12.1.89. An updated copy of the Delivery Documentation shall be provided to the Authority:

(pppppppppp) at the end of each Contract Year; and

(qqqqqqqqqq) within 5 days of a Termination Notice being served.

12.1.90. The Authority will review the Delivery Documentation from time to time and the Supplier shall amend the Delivery Documentation promptly in accordance with any reasonable request made by the Authority, including adding further detail to the Delivery Documentation where requested by the Authority.

12.1.91. The Supplier shall provide and maintain all detailed architectural documentation of its System(s) Solution System Architecture which clearly demonstrate how the Supplier Solution will meet the Authority's Requirements.

12.1.92. The Supplier shall review all components of the System(s) Solution at least annually at a time to be agreed by the Authority, for fitness for purpose and value for money, with any improvement recommendations made to the Authority for Approval within twenty (20) Working Days of the review.

12.1.93. The Supplier shall ensure that all application / system / service components are performant. This includes (but not limited to) the user interface, data processing and storage, middleware service components, API's, batch, messaging and queues.

12.1.94. All components of the System(s) Solution shall be kept updated and within the respective software/hardware vendors support for the Term.

12.1.95. All System user accounts and allocation are required to be managed as instructed by the Authority. The Supplier shall seek the Approval from the Authority for all requests for non-Authority or non-Integrator new user accounts.



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

- 12.1.96. The Supplier shall manage and control changes to the System(s) Solution in order to minimise the risk of disruption to any part of the Services.
- 12.1.97. The Supplier shall immediately report to the Authority any System failures that will impact the delivery of the Services provided to either the Authority or the Authority Supply Chain Members in accordance with all agreed Functional System Requirements.
- 12.1.98. The Supplier on request from the Authority will provide visibility of maintenance and service management documentation within one (1) Working Day of a request being submitted and such documentation will include (without limitation):
- (rrrrrrrrrr) maintenance policy, processes, plans;
  - (ssssssssss) activity logs, issue and risk logs, incident logs and problem logs;
  - (tttttttttt) defect logs; and
  - (uuuuuuuuuu) lessons-learned logs.
- 12.1.99. The Supplier shall provide monthly service performance management information and exception reports, including details of (without limitation):
- (a) Availability of the Supplier System(s);
  - (b) System Responsiveness;
  - (c) number of minor and major degradations of service;
  - (d) System Recovery Times;
  - (e) recovery times;
  - (f) diagnostics and lessons-learned;
  - (g) failures in regulatory and/or security compliance (in addition to the immediate notification outlined in 3.1.78 & 3.1.83 of this Schedule 2.1G (Systems); and
  - (h) data integrity.
- 12.1.100. The Supplier will provide a named Service Management contact to work directly with the Customer's Senior Service Manager. with a designated telephone number and e-mail address for all communication. Any change to these details will be notified to the Authority in writing a minimum of three (3) Working Days in advance of such change.
- 12.1.101. The Solution shall not block the normal upgrade path of the software vendor's product due to Supplier applied configuration changes within the Best Practice guidelines of the product and any changes must be preserved in the event of any form of upgrade path or patching

requirement, without need for significant effort to protect such changes; and should require minimal or zero need for reapplying Supplier configuration changes following any form of upgrade path or patching requirement.

**P. Usability**

12.1.102. The Supplier shall provide information (metadata) that enables system administrators or application users to understand:

- (a) any data presented on any screen, report or dashboard that is part of the application;
- (b) any application data that is made available for extraction (e.g. through a supplier-defined layer) or reporting (e.g. through a native reporting or analytics capability); and
- (c) any data produced as a result of the operation of the application (e.g. audit/logging data, performance and usage data, system events)

12.1.103. The information referred to in paragraph 3.1.104 shall include as a minimum:

- (a) names and descriptions of datasets (e.g. files or tables);
- (b) names and descriptions of data items within each dataset;
- (c) descriptions of relationships between datasets;
- (d) data item formats, sizes and optionality;
- (e) an indication of whether each data item is intended to hold personal data; and
- (f) the meanings of status, type or other item values that are predefined by the Supplier.

12.1.104. The metadata provided shall be made available in a format that can be uploaded directly into a database.

12.1.105. When future application changes made by the Supplier cause the previously provided metadata to become incomplete or invalid, the Supplier must issue updates to the metadata in the same format(s) as the original.

12.1.106. The Supplier shall provide information (metadata) that describes the data contained within all of the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and must conform to Authority-specific naming conventions. The entity and attribute descriptions must at least include the following: name, description, format, size, PII indicator and validation rules.

- 12.1.107. The possible inclusion of additional items of metadata will be determined in consultation with the Supplier.
- 12.1.108. The roll-out of the System(s) Solution must use demonstrable proven change methodology to ensure effective and efficient use of the System(s) Solution by End Users.
- 12.1.109. The Supplier will ensure that at all times (whether during and/or after the Term) the Authority retains ownership of all data collected, used by, and contained within the System(s) Solution.
- 12.1.110. The Supplier will ensure the Authority has access to the System(s) Solution or aspects of the System(s) Solution by way of such licenses and other non-proprietary licensing as are appropriate.
- 12.1.111. The Supplier will ensure interaction with any Authority Systems, with minimal human intervention / maximum automation.
- 12.1.112. The Supplier will ensure that the Authority is not responsible for providing any part of the System(s) Solution, nor for any enabling facilities or resources relating to it. The Authority shall have the right (and ability to) audit any part of the System(s) Solution at any time.
- 12.1.113. All views, reports and analytics within the Supplier Solution must be based on live data, reflecting the current position at the point the report was initially viewed/generated.
- 12.1.114. The Supplier Solution must provide a single URL as a direct entry point to access the Supplier Solution.

## **12.2. Data Controller**

- 12.2.1. The following are subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management):
  - (a) where the Supplier Processes any Personal Data (either on behalf of the Authority or for its own purposes as a Data Controller), the Supplier shall at all times comply with the Data Protection Legislation, and this Agreement in particular without limitation Clause 24 (Protection of Personal Data) and Schedule 13 (Processing Personal Data); and
  - (b) the Supplier shall notify the Authority with 2 hours if it becomes aware of, or suspects, a personal data breach or other data security breach in relation to any Authority Supply Chain Member and shall assist the Authority (as reasonably required) in any action to be taken by the Authority in relation to such breach(es).

## **12.3. Solution Integration**

12.3.1. The following are subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management):

- (a) the Supplier shall integrate the System(s) Solution with the Authority System (and those of its suppliers and business partners), in order to provide the required functionality and automation. The Supplier shall integrate systems with a view to achieving the greatest possible performance, reliability, and simplicity of operating and maintaining the data;
- (b) the Authority requires that Master Data and Transactional Data transfers between the System(s) Solution and other Authority Supply Chain Member systems. Data will be required to be transmitted between Authority Supply Chain Member systems for the synchronisation of Master Data;
- (c) the System(s) Solution shall ensure integration with all associated systems used across the Authority Estate to provide a single, all-encompassing view of the Authority Estate;
- (d) the Supplier shall produce a control document for each interface, when any of the following criteria apply to the exchange of data between systems:
  - i. exchanges of data via automated system to system interfaces; and
  - ii. exchanges of data via manual process between system to system interface(s);
- (e) the Supplier shall make any revisions necessary to the Delivery Documentation with the Approval of the Authority;
- (f) the Supplier shall ensure that if an enhancement to an interface is required and a new version of the interface is provided, there is no impact on previous versions of that interface or on other interfaces used by external systems;
- (g) the Supplier shall analyse all errors or deficiencies identified by or notified to the Supplier with respect to the Services provided, and shall resolve these to the extent the error is caused by the operation of the Services. In all cases the Supplier shall cooperate with any third parties to resolve errors;
- (h) the Supplier shall ensure that all interfaces and all functionality behind these, are fully operational and available to their respective user groups based on the operating regime as a minimum;
- (i) maintenance for interfaces will be to an agreed maintenance period and frequency, which must be publicised to the Authority in advance and managed appropriately during the maintenance periods;

- (j) the Supplier shall ensure appropriate segregation of data to prevent leakage of information that could compromise the Authority, the Supplier or one or more Authority Supply Chain Members. This shall include the following systems:
  - i. Authority Supply Chain Members;
  - ii. the Authority purchase-to-pay system, (at the time of publishing this document this is Oracle RM12);
  - iii. the Authority's outsourced payment provider, (at the time of publishing this document, this provider is Shared Services Connected Ltd);
  - iv. the Government Electronic Property Mapping Service (E-PIMS) or its replacement. The Supplier shall be responsible for ensuring the Authority is accurately represented on E-PIMS and will continue to be responsible for updating E-PIMS whenever a change occurs within the Authority Estate, e.g. installation of a new asset and for maintaining existing data as required; and
  - v. if required, lease data including space plans / technical / computer aided design building drawings.

For the avoidance of doubt, the System(s) Solution is not required to contain a Building Information Management (BIM) system, however the System(s) Solution should have the capability to hold data aligned to the Authority's information management strategy (which complies with ISO19650).

- (k) the Supplier shall look to improve the performance and capability of the System(s) Solution throughout the Term. Recommendations will be made quarterly to the Authority on potential improvements to either people, process, or systems. The Authority will determine if any changes should be made to the Services in accordance with the Change Control Procedure; and
- (l) any connections, interfaces or integrations with Authority information systems or digital services will be subject to the Authority information risk assessment. The Supplier shall make design and controls information available to the Authority upon request.

- 12.3.2. Data input and output integrity routines (i.e., reconciliation and edit checks) must be implemented for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.

## **12.4. Supplier Exit**

- 12.4.1. During the Mobilisation Phase, the Supplier shall provide for the Authority's Approval the Exit Detailed Solution detailing the activity to be completed by the Supplier at either the expiry of the Term or where terminated early, on termination.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

- 12.4.2. The Supplier shall ensure all data, records, documents, or other information, created or used in performance of this Agreement complies with this Agreement including in particular Schedule 2.6 (Authority Policies). For clarity, such data includes any and all historic data that may be stored in any part of the System(s) Solution.
- 12.4.3. At a time to be agreed with the Authority, the Supplier shall handover all data, records and information pertaining to the Authority Estate that may be contained within the System(s) Solution and or other documents in the possession of the Supplier to either the Authority or any new supplier (as may be notified by the Authority). The format of the data shall be determined by the Authority and notified to the Supplier not less than three (3) months prior to the date on which the Authority requires the data to be provided by the Supplier.
- After handing over documentation and information, the Supplier shall confirm that all copies (including but not limited to: technical architecture and sensitive Authority information such as IP addresses) have been securely destroyed.
- 12.4.4. The Supplier shall cooperate with the Authority and any and all of the Authority Supply Chain Members and/or any other existing and/or future contractor(s) in transitioning the Service / System(s) Solution to any new supplier at the end of the Term, should the Authority require it.
- 12.4.5. The Supplier will assist in Authority data being securely transferred to any new solution and/or any new supplier in any instance where this Agreement is terminated.

**12.5. General**

- 12.5.1. If MS office components are leveraged the System(s) Solution must be compatible with MS Office 365, Microsoft Office Professional Plus 2016/9.

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

**Annex 1 – Tech and NFR Requirements SUPPLIER TEMPLATE**

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.2		Accessibility	Must	No	The Supplier shall ensure the System(s) Solution complies with the Public Sector Bodies Accessibility Regulations 2018 and as such the System(s) Solution meets:	Fully meets	As evidenced by our responses a) through g), our solution complies with this requirement, and will be periodically reviewed as part of our ongoing commitment to accessibility.			
(a)		Accessibility	Must	No	the web part of EN 301 549 for the Accessibility requirements suitable for public procurement of ICT products and services in Europe;	Fully meets	Our solution complies with this requirement, and will be periodically reviewed as part of our ongoing commitment to accessibility.			
(b)		Accessibility	Must	No	the Generic requirements part of EN 301 549 for the Accessibility requirements suitable for public procurement of ICT products and services in Europe;	Fully meets	Our solution complies with this requirement, and will be periodically reviewed as part of our ongoing commitment to accessibility.			
(c)		Accessibility	Must	No	the relevant parts of the Software requirements part of EN 301 549 for the Accessibility requirements suitable for public procurement of ICT products and services in Europe;	Fully meets	Our solution complies with this requirement, and will be periodically reviewed as part of our ongoing commitment to accessibility.			
(d)		Accessibility	Must	Yes	the WCAG2.1 (web content accessibility guidelines) "Perceivable" success criteria to the AA level of sophistication.	Fully meets	KBR have run the DWP-provided WCAG Perceivable test packs against Concept v.5, Jira Support Desk and PowerBI. The full returns are provided as part of the requested information (refer to attachments 5C). KBR Concept: 1 Fail (1.4.10 Reflow) KBR Jira: 0 Fails KBR PowerBI: 1 Fail (1.4.4 Resize Text) Marked as fully meets as our support teams will work with users to mitigate any accessibility issues that arise from these defects.			
(e)		Accessibility	Must	Yes	the WCAG2.1 (web content accessibility guidelines) "Operable" success criteria to the AA level of sophistication.	Fully meets	KBR have run the DWP-provided WCAG 'Operable' test packs against Concept v.5, Jira Support Desk and PowerBI. The full returns are provided separately to this sheet as part of the requested information (refer to attachments 5C). KBR Concept (vendor: FSI FM): 0 Fails KBR Jira (vendor Atlassian): 2 Fails (2.1.1 Keyboard; 2.5.5 Target Size) KBR PowerBI (vendor Microsoft): 0 Fails (1.4.4 Resize Text) Marked as fully meets as our support teams will work with users to mitigate any accessibility issues that arise from these defects.			
(f)		Accessibility	Must	Yes	the WCAG2.1 (web content accessibility guidelines) "Understandable" success criteria to the AA level of sophistication.	Fully meets	KBR have run the DWP-provided 'Understandable' WCAG test packs against Concept v.5, Jira Support Desk and PowerBI. The full returns are provided separately to this sheet as part of the requested information (refer to attachments 5C). KBR Concept (vendor: FSI FM): 0 Fails KBR Jira (vendor Atlassian): 0 Fails KBR PowerBI (vendor Microsoft): 0 Fails.			
(g)		Accessibility	Must	Yes	the WCAG2.1 (web content accessibility guidelines) "Robust" success criteria to the AA level of sophistication; and	Fully meets	KBR have run the DWP-provided 'robust' WCAG test packs against Concept v.5, Jira Support Desk and PowerBI. The full returns are provided separately to this sheet as part of the requested information (refer to attachments 5C). KBR Concept (vendor: FSI FM): 0 Fails KBR Jira (vendor Atlassian): 0 Fails KBR PowerBI (vendor Microsoft): 0 Fails.			
3.1.3		Accessibility	Must	No	The Supplier shall publish a compliant accessibility statement for the System(s) Solution on each page.	Fully meets	We will add this to CAFM, Jira and Data/Reporting UI as the products enable personalisation/branding.			
3.1.4		Accessibility	Should	No	the Supplier should ensure that the System(s) Solution is capable of supporting the use of: (a) Windows 10 native screen reading app, Narrator; (b) Windows 10 native screen magnification app, Magnifier; (c) Windows 10 Windows Speech Recognition; and (d) Windows 10 Eye Control;	Fully meets	We can confirm the solution components support the use of these tools.			
3.1.5		Accessibility	Should	No	The Supplier should ensure that the System(s) Solution is able to be used without a pointing device such as a mouse (as some assistive software users are heavily reliant on navigating capability manager solutions with keyboard strokes only, for example visually impaired individuals who are reliant on screen-reading software).	Meets some	Some parts of Concept can be used without a pointing device, but there are areas of the solution that require a mouse to access them.			
3.1.6		Accessibility	Must	No	The Supplier must ensure that the System(s) Solution does not contravene the Equality Act 2010 in any way.	Fully meets	Our solution complies with this requirement, and will be periodically reviewed as part of our commitment to accessibility.			
3.1.7		Accessibility	Should	No	The System(s) Solution should support all of the accessib lity tooling on the Microsoft Edge Chromium web browser.	Fully meets	We can confirm the solution components support the use of these tools.			
3.1.8		Accessibility	Must	Yes	The System(s) Solution must support a modern web browser and be browser-agnostic. The Authority uses the Microsoft Edge Chromium web browser on Windows 10 and Safari 12 on iOS.	Fully meets	Our system solution is browser agnostic.			



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.9		Accessibility	Should	No	The System(s) Solution should support Internet Explorer 11.	Fully meets	Our system solution supports IE11.			
3.1.10		Availability	Must	Yes	The production Systems(s) Solution must be available for use 24 hours a day, 7 days a week (except for any contractually allowed non-emergency downtime/scheduled maintenance) to achieve service availability of at least 99.5%.	Fully meets	We ensure all our PROD environments are highly available and meet the availability requirements of our clients.			
3.1.11		Availability	Must	Yes	The production System(s) Solution must be available for use, Monday to Saturday between 7am and 9pm UK time.	Fully meets	We ensure all our PROD environments are highly available and meet the availability requirements of our clients; we will schedule downtime around this specific requirement.			
3.1.12		Availability	Must	No	The Supplier's approach to maintenance and downtime must follow current ITIL best practice.	Fully meets	We have a mature ITL-based support methodology encompassing incident and problem management, service management, change and release management, environment management (including periodic patching), all managed on our Jira software.			
3.1.13		Availability	Must	No	The Supplier must agree with the Authority a schedule of service downtime for the maintenance, patching, upgrade or fix of all services at least two weeks before the beginning of each Contract Year. Maintenance must be undertaken during an agreed overnight period, which must be publicised in advance, managed appropriately during the maintenance periods, and account for the needs of data back-ups and any necessary testing and quality assurance activities. The Supplier must agree an exception process with the Authority to account for emergency or priority work 2 (two) weeks before the beginning of each Contract Year.	Fully meets	We schedule release and patching windows in 12 month increments with all our clients, supported by reminders and user communications prior to the windows themselves; we also have exception processes that can be reviewed and agreed with Authority.			
3.1.14		Availability			The Supplier must ensure that:					
(a)		Availability	Must	No	all system changes are subject to appropriate Governance and management process and practices;	Fully meets	We have a mature ITL-based support methodology encompassing incident and problem management, service management, change and release management, environment management (including periodic patching), all managed on our Jira software.			
(b)		Availability	Must	No	all maintenance is subject to prior Approval and scheduling through appropriate Governance and management processed and practices;	Fully meets	Our maintenance process is designed to request prior and timely Authority stakeholder approval for each required outage, on which delivery of the maintenance is dependent - the maintenance calendar will be published annually and approval process will include details of maintenance planned, rollback plans and risk/impact of not undertaking the maintenance tasks.			
(c)		Availability	Must	No	appropriate testing, acceptance and roll back processes, tools and capabilities are in place in order to assure all maintenance activities; and	Fully meets	We have mature release management and patch management processes, and as part of those processes it is regression testing scripts/plans and rollback plans are mandatory entry criteria to any change.			
(d)		Availability	Must	No	in accordance with the agreed grading for maintenance, patching, upgrades and fixes, all significant and high risk changes must be also be Approved by the Authority before such works and/or changes are implemented.	Fully meets	Our maintenance process is designed to request prior and timely Authority stakeholder approval for each required outage, on which delivery of the maintenance is dependent - the maintenance calendar will be published annually and approval process will include details of maintenance planned, rollback plans and risk/impact of not undertaking the maintenance tasks.			
3.1.15		Compliance	Must	No	The Supplier shall demonstrate appropriate procedures have been implemented to ensure compliance with legislative, regulatory and contractual requirements related to intellectual property rights and use of proprietary software products.	Fully meets	We comply with the IPR requirements of the contract.			
3.1.16		Compliance	Must	Yes	The System(s) Solution shall be UK GDPR compliant by design, referred to by the UK Information Commissioner's Office (ICO) as "data protection by design and default".	Fully meets	Our system solution is GDPR compliant.			
3.1.17		Compliance	Must	Yes	The Supplier will ensure that records within the System(s) Solution are protected from loss, destruction, falsification, unauthorised access and unauthorised release, in accordance with regulatory, contractual and business requirements.	Fully meets	Our automated solution is fully integrated and digitised to maximise data and record integrity and minimise/obviate human error or data flows interruption by manual processing; our solution is hosted securely, has access controls in place, has robust backup and failover routines in place, supported by efficient and tested DR methods that ensure RPOs and RTOs can be met; system access is based on 'principal of least privilege', subject to agreeing System Operating agreements; account management reviews accounts regularly and will ensure account suspension/deletion of accounts not used by an agreed period.			
3.1.18		Compliance	Must	No	The System(s) Solution must be designed to facilitate the exercise of all UK GDPR data subject rights (e.g. rectification, portability and access to personal information)	Fully meets	Our system solution is GDPR compliant.			
3.1.19		Compliance	Must	No	The Supplier warrants and undertakes that it has followed and shall follow ISO 27018:2019 (Personally Identifiable Information) that has established commonly accepted control objectives, controls and guidelines for implementing measures to protect Personally Identifiable Information (PII) in accordance with the privacy principles in ISO/IEC 29100 for the public cloud computing environment, and the guidelines based on ISO/IEC 27002.	Fully meets	Our System solution design, role-based access and ongoing ITIL-based support procedures are ISO 27018:2019 compliant.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.20		Compliance	Must	No	The Supplier shall procure that its hosting supplier and subprocessors have followed and shall follow ISO 27018:2019 (Personally Identifiable Information) that has established commonly accepted control objectives, controls and guidelines for implementing measures to protect Personally Identifiable Information (PII) in accordance with the privacy principles in ISO/IEC 29100 for the public cloud computing environment, and the guidelines based on ISO/IEC 27002.	Fully meets	All relevant contractual obligations on us as solution providers are flowed down to our subcontracting partners.			
3.1.21		Compliance	Must	No	The Supplier and its supporting service providers will require the ISO 27002:2013 Code of practice for information security controls security.	Fully meets	All relevant contractual obligations on us as solution providers are flowed down to our subcontracting partners.			
3.1.22		Compliance	Must	No	The System(s) Solution's non production environment's shall provide the option to scrub, mask, or similar to the personal data used within it.	Fully meets	Our STAG/DEV environments will only hold test data required for functional/non-functional testing and where required will be scrubbed of any user data cloned from PROD during environment refreshes.			
3.1.23		Compliance	Must	Yes	The audit functionality within the System(s) Solution must record details of all of the following actions / transactions: Create, Read, Update, Delete.	Fully meets	Audit functionality can be configured across the system.			
3.1.24		Compliance	Must	Yes	All audited actions / transactions must be capable of being passed to a third party Authority auditing solution, in near real time, including the following identifications: Guid/user ID, time/date stamp of action / transaction, MAC address, IP address, Browser type, and Session ID.	Meets some	Natively, the solution will record some of the data required (UserID; Date/time stamp; transaction); SessionID is also available.			
3.1.25		Compliance	Should	No	All auditing carried out by or on behalf of the supplier shall meet the SSAE16- Auditing standard.	Fully meets	All auditing carried out by or on behalf of the supplier will meet the SSAE16- Auditing standard.			
3.1.26		Compliance	Must	No	The Supplier will ensure that the System(s) Solution is designed and developed to identify and mitigate threats to the Authority's data security. The Supplier will have had conducted an independent review of their engineering approach to confirm they meet the following standards: (a) CESA CPA Build Standard; (b) ISO/IEC 27034; (c) ISO/IEC 27001; and (d) CSA CCM v3.0.	Meets some	Supplier and supply chain conform to 3.1.26 c).			
3.1.27		Compliance	Must	No	All Data in the custody of the hosting organisation / the Supplier must receive equivalent guardianship as in the hands of the Authority and the Supplier shall ensure that it, and it shall procure that any relevant third party shall protect the confidentiality and integrity of the Authority's data. i.e. the data stored or processed in the solution must be protected in-line with HMG Security requirements, Authority Security Standards and UK Legislation.	Fully meets	All Authority data will be protected in line with HMG requirements and UK Legislation.			
3.1.28		Compliance	Must	No	The Supplier shall, including in particular by reference to Clause 17 (Transfer and Licences Granted by the Supplier) of the Agreement, provide all licenses required by the Authority, the Supply Chain and any other End User of the System(s) Solution as set out in this Statement of Requirements in order to access the System(s) Solution.	Fully meets	We will provide all necessary software licences for Authority, ASCM and other end users to utilise the system solution.			
3.1.29		Compliance	Must	No	Subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management), the Supplier shall ensure that the System(s) Solution complies with the requirements of ISO27001/2 and this Agreement in particular Schedule 2.6 (Policies) and Schedule 2.3 (Standards) and is capable of implementing and enforcing appropriate security standards as specified by the Authority and subject to any information risk assessment undertaken pursuant to Schedule 2.6 (Authority Policies) The Supplier shall make design and controls information available to the Authority upon request.	Fully meets	The system solution will be ISO27001/2 compliant, including all relevant controls and documentation sets.			
3.1.30		Compliance	Must	No	Subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management), the Supplier shall comply with all relevant aspects of the Government Digital Service Open Standards (or its replacement) as included within the link below. The System(s) Solution shall detail how compliance will be achieved. <a href="http://www.gov.uk/government/publications/open-standards-for-government">www.gov.uk/government/publications/open-standards-for-government</a> .	Fully meets	The system solution will be compliant with the relevant government Digital Open Standards, particularly but not limited to formatting dates/times, exchanging data on cyber threat intelligence, identifying buildings/streets.			
3.1.31		Compliance	Must	No	The Supplier will work with the Authority to adhere to the Authority's digital governance processes. They will include (but is not limited to): (a) gaining approval of the System(s) Solution at the Authority's Digital Design Authority; (b) completion and sign off of Authority security risk assessments; (c) completion and sign off of Authority accessibility compliance assessment; (d) completion and sign off of an Authority data assessment (DPIA); and (e) completion and sign off of a Service Assessment.	Fully meets	We look forward to supporting and meeting the DWP digital governance processes listed in this NFR.			
3.1.32		Configuration	Must	No	The System(s) Solution must contain configuration to meet the Authority's specific needs as detailed in the Functional System Requirements.	Fully meets	The system solution will be configured and tested to meet the Authority's FRs.			
3.1.33		Configuration	Must	No	The Authority has an expectation that there is no customisation required to meet the Authority's specific needs as detailed in the Functional System Requirements, and if customisation is needed to meet these Requirements, that it be minimal and only with the Authority's Approval.	Fully meets	We avoid customisation of the COTS software we use to ensure supportability of the end solution can be maintained by our internal team and by software vendor support if necessary; our design ethos is to introduce automation to the products using the tools that come included in those products.			
3.1.34		Data Migration	Must	No	The Supplier shall ensure that all existing data is imported into the System(s) Solution with no compromise to its accuracy or fidelity.	Fully meets	We have a mature data validation/load toolset that ensures data fidelity and integrity from source to our system.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.35		Data Migration	Must	No	The Supplier will ensure that in cases where application data has originated from outside the System(s) Solution (e.g. as a result of data migration, data interfaced from another solution, or data loaded through a facility that is part of the System(s) Solution), then the System(s) Solution must record a means of identifying the original source of such data and when such data was loaded on to the System(s) Solution.	Fully meets	We have a mature data validation/load toolset that ensures data fidelity and integrity from source to our system.			
3.1.36		Data Migration	Must	Yes	The System(s) Solution must provide, or support a data load tool or API sufficient to support data migration into and out of the System(s) Solution.	Fully meets	We have a mature data validation/load toolset that ensures data fidelity and integrity from source to our system.			
3.1.37	Updated	Data Migration	Must	Yes	The System(s) Solution must provide end-points using REST API that permits bidirectional transfer of data.	Fully meets	Our system solution will provide API endpoints for suppliers.			
3.1.37b	Updated	Data Migration	Must	Yes	The System(s) Solution must provide the ability for bi-directional file based integrations using FTPS.	Fully meets	Our system solution will provide a templated bidirectional csv data exchange on FTPS.			
3.1.38		Interoperability	Must	Yes	Authority and other authorised Users will need to access the System(s) Solution for the purpose of authorising activities. The Supplier shall support and implement single sign on for Authority users via SAML2.0 (with multiple identity providers) and also support Oauth2.0.	Fully meets	Our system solution supports both AD authentication and Federated Certificate SSO.			
3.1.39		Interoperability	Should	No	The System(s) Solution shall support the OpenID Connect protocol	Fully meets	Our system solutions will support OpenID connect protocol as a standard augmentation to OAuth 2.0.			
3.1.40	Updated	Interoperability	Must	Yes	The Supplier shall ensure that data in transit is protected at rest and when in transit using only TLS 1.2 or later, or an IPsec or TLS VPN gateway.	Fully meets	Data at Rest achieved on hosting platform by PureStorage Array Encryption used for each of the VMs storage, where each of the keys and data are entirely segregated after the point of creation – and never exist on the same service until the point of decryption Data in transit encrypted by transit over VPNs or TLS 1.2.			
3.1.41		Interoperability	Must	Yes	The System(s) Solution shall be configured to send all communications traffic solely via HTTPS.	Fully meets	All communications will be sent over HTTPS only for standard users, and VPN for IT admin users.			
3.1.42 - 3.1.47.	Updated	Interoperability	Must	No	3.1.42. The System(s) Solution shall be able to transmit data to the Authority's DSP (Data Services Platform). 3.1.43. The Supplier shall provide a set of data extraction processes as part of the System(s) Solution and such processes shall support the transfer of data from the System(s) Solution to the Data Services Platform. Such Processes shall also extract all updates to data that is related to the usage and availability of human resources within operational departments. 3.1.44. The number of distinct extracts and their contents will be Approved by the Authority. 3.1.45. Unless otherwise Approved by the Authority, the extracts must be made on a daily basis or such other interval as the parties may agree. 3.1.46. To support the transfer of data from the System(s) Solution to the Data Services Platform, (a) message-based interfaces must be in JSON format; (b) the Supplier shall provide metadata that describes the data contained within all the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and must conform to the Authority's specific standards in respect of naming conventions and also the information provided for each entity and attribute; (c) each data extract shall either be batch file or message-based; and (d) batch files must be pipe-separated flat files, incorporate the row count in a header or footer, and adhere to an Authority-specified naming convention. Files over 2GB must be separated and assigned sequenced file names. 3.1.47. For each data extract file, an accompanying MD5 shall be generated, and the file shall be encrypted for transfer using PGP. The Authority's Single File Transfer system (SFT) shall be used to transmit each file to a target end-point over HTTPS (using FTPS and TLS 1.2 encryption-in-transit).	Fully meets	Our integration technical methodology will meet 3.1.42-3.1.47 inclusive (note: it is assumed the final statement of 3.1.43 is now not required, as it has been redacted from the latest version of SOSR 2.1G).			
3.1.48		Interoperability	Must	No	The System(s) Solution shall comply with "Security Standard - Access and Authentication Controls SS-001 (part 1)" as detailed at : <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/882754/dwp-ss001-part-1-security-standard-access-and-authentication-controls-v1.1.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/882754/dwp-ss001-part-1-security-standard-access-and-authentication-controls-v1.1.pdf</a> .	Fully meets	Our system solution complies with the access/authentication controls detailed in this standard.			
3.1.49		Interoperability	Must	Yes	The Supplier shall ensure that the System(s) Solution can be accessed by and supported on devices operating on Windows, macOS and IOS.	Fully meets	The system solution is OS agnostic.			
3.1.50		Interoperability	Must	No	The System(s) Solution shall not rely on any client-side plugins. JavaScript, Cookies and 3rd-party cookies are enabled.	Fully meets	No plugins are used; Javascript, Cookies and 3P cookies are enabled.			
3.1.51		Interoperability	Must	No	The System(s) Solution will use a responsive design. The System(s) Solution should present on any screen size with minimal scrolling.	Meets some	The design of some of the input panels is such that it is not possible to make it fully responsive, but for the most part, the system will respond to screen sizing.			
3.1.52		Mobile Application/Access			Any mobile connectivity/application proposed by the Supplier for use by Authority users shall comply with the following requirements:					

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(a)		Mobile Application/Access	Must	No	any such application will be able to be used on both iOS and Android devices with a consistent user experience across platforms;	Fully meets	Note: whilst our mobile work order management solution or our mobile integrated audit solution will not be in the initial mobilised solution as they are not explicitly required (re mobile work order management solution - we have assumed the extant supply chain who use mobile solutions will already have their own solution deployed), this is an option for future supply chain and a possible technical option when discussing the self-service portal.			
(b)		Mobile Application/Access	Must	No	all primary mobile access to the application is via a native application as opposed to a Progressive Web Application (PWA) or responsive mobile web access;	Fully meets	As above.			
(c)		Mobile Application/Access	Must	No	any such application will protect any personal or user data that is stored on the device;	Fully meets	As above.			
(d)		Mobile Application/Access	Must	No	any such application will ensure that the user's access permissions must be consistent to that assigned, i.e. the user only sees data they are authorised to access.	Fully meets	As above.			
3.1.53		Mobile Application/Access	Must	No	The System(s) Solution shall allow the Authority to choose which elements of functionality are available via a user's mobile device, which the Supplier acknowledges may be different dependant on the user type.	Fully meets	As above.			
3.1.54		Mobile Application/Access	Must	No	The Supplier shall ensure that access to the mobile application can be restricted by user type.	Fully meets	As above.			
3.1.55		Mobile Application/Access			The Supplier shall ensure that the mobile application or its equivalent:					
(a)		Mobile Application/Access	Must	No	shall be available from a public or private app store;	Fully meets	As above.			
(b)		Mobile Application/Access	Must	No	supports an additional level of authentication (such as a PIN or similar) which shall be prompted for on each use of the application and following a short period of inactivity;	Fully meets	As above.			
(c)		Mobile Application/Access	Must	No	shall support any additional level of user authentication provided to the Supplier by the Authority to secure the application; and	Fully meets	As above.			
(d)		Mobile Application/Access	Must	No	shall not transmit or share information about itself or usage back to the Supplier without the Authority's Approval (e.g. location, usage info, version, error reporting).	Fully meets	As above.			
3.1.56		Mobile Application/Access	Must	No	The Supplier shall ensure that the access to the System(s) Solution from a personal device or computer must not force the user to have any additional security software, including an MDM or equivalent deployed to their device.	Fully meets	As above.			
3.1.57		Operability	Must	Yes	The Supplier shall ensure that no part of the System(s) Solution is located/hosted outside of the EEA.	Fully meets	All our datacentre partners hosting provisions are in the UK; all our solution components are hosted with these partners.			
3.1.58		Operability	Must	No	In addition to the locations of the Supplier's datacentres, the Supplier must disclose information on any location where data is stored and processed and where they manage the service from.	Fully meets	all our infrastructure and application support personnel are based in the UK (the ITIM team in the BAU model will support this solution out of our HQ in Leatherhead, Surrey or remotely from home, connecting via VPN in all cases); all our users of the solution are UK-based with the majority based in our National Service Hub in Swindon.			
3.1.59		Operability	Must	No	The Supplier may not relocate the data to an alternative datacentre without the Approval of the Authority.	Fully meets	This is very low probability and would not be considered without Authority approval.			
3.1.60		Operability	Must	No	All views, reports and analytics within the System(s) Solution must be based on live data, reflecting the current position at the point the report was initially viewed/generated;	Fully meets	All parts of our MI solution will draw upon our common data environment and reflect data at point report was generated.			
3.1.61		Operability	Must	Yes	The Supplier shall ensure that the System(s) Solution is available as a Software as a Service (SaaS). The Authority shall not be responsible for managing or control the underlying infrastructure including network, servers, operating systems, storage and/or individual application capabilities, save for any user specific application configuration settings.	Fully meets	Our System Solution is SaaS and Authority would have no responsibilities for any aspects of solution management.			



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3.1.62		Performance & Capacity	Should	No	The System(s) Solution shall be able to provide reporting on how long it takes key transactions to action within the System(s) Solution;	Fully meets	We have considerable experience in establishing transactional performance baselines, monitoring these baselines and intervening where performance falls below accepted baseline.			
3.1.63		Performance & Capacity	Should	No	The Supplier shall outline the expected response times for its solution and take proactive steps when performance is impacted;	Fully meets	We have considerable experience in establishing transactional performance baselines, monitoring these baselines and intervening where performance falls below accepted baseline.			
3.1.64		Performance & Capacity	Must	No	The System(s) Solution's architecture shall be capable of supporting the Authority's large user base with 'architectural elegance' and without undue 'architectural complexity'.	Fully meets	Our infrastructure and application solution is scalable within its natural parameters to meet the Authority's usage needs without issue.			
3.1.65		Portability	Should	No	The System(s) Solution should be capable of exporting all data in a format that will enable data portability of all data between the Supplier, the Authority and Authority Supply Chain Members.	Fully meets	Our System Solution has a variety of standard export formats (.csv for example) from database table to whole database copies, and the secure means to exchange such exports (SFTP server).			
3.1.66		Portability	Must	No	The Supplier must ensure at the end of the Term that all data relating to the Authority's business and operations will be returned to the Authority and all copies held by the Supplier, within the System(s) Solution or with Authority Supply Chain Members' systems are properly, securely, and permanently deleted. The Supplier shall provide evidence of disposal where the Authority so requires.	Fully meets	Standard exit responsibility and will be managed as part of Exit Plan.			
3.1.67		Portability	Must	Yes	The Authority shall own all data relating to the Authority that is stored on the System(s) Solution or with Authority Supply Chain Members' systems.	Fully meets	Standard contractual item and fully understood.			
3.1.68		Recoverability	Must	Yes	The System(s) Solution shall be capable of having a recovery point objective (RPO) of three (3) hours. The Supplier shall be prepared to (without limitation):	Fully meets	RPOs of sub-10 minutes.			
(a)		Recoverability	Must	No	indicate how the proposed System(s) Solution provides backup and restores functionality including (but not limited to) data;	Fully meets	Our hosted solution makes use of VM level snapshots, taken on a daily basis and stored on an alternate site, retained for 14 days. VMs can be re-instated from these backups as and when required via change process.			
(b)		Recoverability	Must	No	indicate the high availability patterns that have been implemented to achieve required resilience;	Fully meets	Our hosted solution operates over two sites in an active/passive configuration. In the event of a failure in the primary site, the solution can be switched to run from the alternate site. VMs and the data they contain are replicated between sites using journaling protection, providing an RPO of less than 10 mins.			
(c)		Recoverability	Must	No	back up frequency details by system component type and hosting details;	Fully meets	Our hosted solution makes use of VM snapshot protection, which takes a full snapshot of the entire virtual machine and stores it on the alternate site. Each backup is retained for 14 days.			
(d)		Recoverability	Must	No	detail where there are any third party back up responsibilities and gain Authority Approval of the same;	Fully meets	The Snapshot Protection service is provided by our UK Hosting Partner, who are also providing the cloud hosting platform on which the solution will run.			
(e)		Recoverability	Must	No	detail the back up retention period / policy of the proposed System(s) Solution and available options;	Fully meets	Our hosted solution offers a choice of snapshot options that operate as a daily backup service with the following snapshot protection policies applicable from a single VM basis to whole solution: • 14-day snapshot • 28-day snapshot.			
(f)		Recoverability	Must	No	ensure that the System(s) Solution includes a comprehensive disaster recovery plan and is compliant with and satisfies the BCDR Plan;	Fully meets	BCDR plan will be tested and baselined in mobilisation and tested annual thereafter.			
(g)		Recoverability	Must	No	clarify if and how system components can "fail safe" e.g. self-recover from a server re-boot, dependant component failure (e.g. a queue process) etc.; and	Fully meets	Hosting platform? Application solution have database triggers that will alert ITIM team to reboot; message queues over connect interfaces are designed to queue until database online.			
(h)		Recoverability	Must	No	provide evidence of the System(s) Solution's back up & DR testing procedures.	Fully meets	Our hosted solution makes use of VM snapshot protection, which takes a full snapshot of the entire virtual machine and stores it on the alternate site. Each backup is retained for 14 days. BCDR plan will be tested and baselined in mobilisation and tested annual thereafter. Test Output reports will be shared with Authority.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.69		Recoverability	Must	Yes	The System(s) Solution shall be capable of having a recovery time objective (RTO) of 8 hours. The Supplier shall be prepared to (without limitation):	Fully meets	The solution operates over two sites in an active/passive configuration. In the event of a failure in the primary site, the solution can be switched to run from the alternate site. VMs and the data they contain are replicated between sites using journaling protection, providing an RPO of less than 10 mins and an RTO of 1 hour, dependent on connectivity.			
(a)		Recoverability	Must	No	indicate how the proposed System(s) Solution provides backup and restores functionality including (but not limited to) data,;	Fully meets	Our hosted solution makes use of VM level snapshots, taken on a daily basis and stored on an alternate site, retained for 14 days. VMs can be re-instated from these backups as and when required via change process.			
(b)		Recoverability	Must	No	indicate the high availability patterns that have been implemented to achieve required resilience;	Fully meets	Our hosted solution operates over two sites in an active/passive configuration. In the event of a failure in the primary site, the solution can be switched to run from the alternate site. VMs and the data they contain are replicated between sites using journaling protection, providing an RPO of less than 10 mins.			
(c)		Recoverability	Must	No	provide back up frequency details and/or options by system component type and hosting details;	Fully meets	Our hosted solution makes use of VM snapshot protection, which takes a full snapshot of the entire virtual machine and stores it on the alternate site. Each backup is retained for 14 days.			
(d)		Recoverability	Must	No	detail where there are any third party back up responsibilities and gain Authority Approval of the same;	Fully meets	The Snapshot Protection service is provided by our UK Hosting Partner, who are also providing the cloud hosting platform on which the solution will run.			
(e)		Recoverability	Must	No	provide details on back up retention period / policy of the proposed System(s) Solution and available options;	Fully meets	Our hosted solution offers a choice of snapshot options that operate as a daily backup service with the following snapshot protection policies applicable from a single VM basis to whole solution: • 14-day snapshot • 28-day snapshot.			
(f)		Recoverability	Must	No	ensure that the proposed System(s) Solution includes a comprehensive disaster recovery plan and is compliant with and satisfies the BCDR Plan;	Fully meets	BCDR plan will be tested and baselined in mobilisation and tested annual thereafter.			
(g)		Recoverability	Must	No	clarify if and how system components can "fail safe" e.g. self-recover from a server re-boot, dependant component failure (e.g. a queue process) etc.; and	Fully meets	The hosting platform has been designed with no single points of failure. In most cases, if there is a failure in the underlying infrastructure, for example, network switch or storage disk, then there will be no effect on the solution. If the host on which a VM is running on suffers a failure, the VM will be automatically restarted on an alternate host. Application solution have database triggers that will alert ITIM team to reboot; message queues over connect interfaces are designed to queue until database online.			
(h)		Recoverability	Must	No	provide evidence of the System(s) Solution's back up & DR testing procedures.	Fully meets	BCDR plan will be tested and baselined in mobilisation and tested annual thereafter. Test Output reports will be shared with Authority.			
3.1.70		Recoverability	Must	Yes	The Supplier must be able to generate a reconciliation report that contains all details of any event that was sent to / received from an external integration (inbound and outbound) up to the time that the solution failed. This requirement is outside of the 3 hour RPO.	Fully meets	Our error management and logging will provide full transparency on inbound/outbound events around any recover scenario.			
3.1.71		Reliability	Should	No	The Supplier shall ensure that there is resilience and fail-over built into the telephone system provided as part of the overall System(s) Solution to ensure that Authority End Users will always be able to contact the helpdesk.	Fully meets	telephony solution will have fully resilience and DR protection, augmented by BCDR mobiles in the low probability event that the primary telephony solution is unavailable.			
3.1.72		Scalability	Must	Yes	The System(s) Solution shall be architected to provide horizontal expansion and contraction, so that resources can be increased and decreased depending on demand. The Supplier shall explain how (but is not to be limited to explaining) the following: (a) how the System(s) Solution design enables scalability (e.g. horizontal and vertical scalability); (b) examples and evidence of how performance increases horizontally; (c) clear indication of any solution components that can only scale vertically; and (d) application and integration scalability, in particular managing periods of heavy usage (month end expense runs and performance management tasks, daily login).	Fully meets	Infrastructure: resources are readily available to allow additional virtual machines to enable horizontal expansion. Additional resources can also be applied quickly and via controlled change/configuration management to existing VMs to scale the solution vertically. Resources can also be removed in the same manner. Application: scaled on the virtual machines - adding a new database server and synchronising using SQL availability groups; application usage scaled by increasing licenced user concurrency to accommodate peak periods (our software vendor does not offer a SaaS model, so licences are purchased rather than charged on a per-use basis).			

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3.1.73 - 3.1.74		Scalability	Must	Yes	3.1.73. The System(s) Solution shall be capable of supporting 1,000 concurrent user sessions and theoretically capable of supporting 2,000 concurrent sessions for short periods. 3.1.74. The Supplier shall be able to demonstrate (but is not to be limited to demonstrating) the following: (a) examples and evidence of system performance including (but not limited to) load, stress, performance and robustness testing evidence; (b) any limiting factors that could cause latency issues in the System's Solution that are outside of the supplier's control; (c) how the component(s) design mitigates poor response times (e.g. data caching); and (d) platform performance availability must enable the Supplier to meet (see associated requirement 3.1.10) any applicable KPI.	Fully meets	System solution will support this volume, which of course is a concurrency that will require sufficient software licencing to achieve; solution will automatically clear idle sessions after a set period, which we can adjust by configuration if needed; the main performance inhibitor for any web-based solution is the performance of the user's internet connection, which is outside the control of the Supplier.			
3.1.75		Scalability	Must	Yes	The Supplier shall have an operational reference client for the System(s) Solution architecture to be used at the Authority (i.e. of similar size and complexity), and the Supplier shall ensure that neither the Authority nor the System(s) Solution shall not be a test-bed for operationally untested architecture.	Fully meets	Our system solution is deployed in multiple contracts and there is no 'untested architecture' in the solution.			
3.1.76		Scalability	Must	Yes	The Supplier shall ensure that at all times, all data in the System(s) Solution shall be in a consistent state and all reporting / responses shall be based on the committed data.	Fully meets	Our system solution is designed to report only on committed data.			
3.1.77		Security	Must	No	The Supplier shall ensure any and all system accreditations are provided to the Authority annually	Fully meets	All relevant accreditations and renewals will be provided annually.			
3.1.78		Security			The following are subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management):					
(a)		Security	Must	No	as part of the System(s) Solution, the Supplier shall provide a security plan ("Security Plan") for Approval by the Authority and such plan shall be included as the Annex to Schedule 2.4 of the Agreement;	Fully meets	This will be designed, owned and managed by Security Information Manager in the ITIM team.			
(b)		Security	Must	No	the Supplier shall ensure, as part of the HMG Security Policy Framework, the System(s) Solution complies with and shall have certificated the HMG Cyber Essentials Scheme or Approved equivalent. Further details available at: <a href="http://www.cyber-essentials-scheme.co.uk">www.cyber-essentials-scheme.co.uk</a> ; and	Fully meets	Our solution and all vendors including KBR have and will maintain Cyber Essentials Plus.			
(c)		Security	Must	No	if at any time the Supplier suspects or has reason to believe Authority data or personal data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately (and within 2 hours of identification) and inform the Authority of the remedial action the Supplier proposes to take.	Fully meets	Item will be covered by Incident Management Strategy/Plans and authored, owned and managed by Security Information Manager in the ITIM team.			
3.1.79		Security	Must	No	The Supplier shall ensure that all data is classified on the principles of HMG Security Classifications Scheme, which includes in summary: (a) in most cases this information will be classified as "OFFICIAL"; (b) elements of information may attract a marking level of "OFFICIAL-SENSITIVE"; and (c) in exceptional circumstances, some Authority Estate data may attract a marking of "SECRET" (for example in relation to certain locations within specific buildings). Where such a situation occurs, the Authority will provide specific briefing and advice.	Fully meets	Our system solution has been designed to be capable of hosting Official/Official Sensitive as standard; we can adjust for specific higher markings in consultation with Authority.			
3.1.80		Security	Must	No	The Supplier shall ensure the System(s) Solution has appropriate security controls in place to prevent unauthorised access to the System(s) Solution, including monitoring and auditing.	Fully meets	Item will be covered by Security Plan and authored, owned and managed by Security Information Manager in the ITIM team.			
3.1.81		Security	Must	No	The Supplier Solution shall operate audit controls to monitor access to the service, the longevity of the audit log(s) and its completeness. There shall be a regular audit timetable which details what the audit covers. Auditing should include, but not be restricted to: (a) Views/Actions by users; (b) Views/Actions by managers; (c) Views/Actions by the administrators; (d) Views/Actions by any third party that has access to the System(s) Solution or the underlying architecture; and (e) Monitoring of transactions.	Fully meets	Audit controls at application level range from time-stamped lognotes of transactional activity to auditable database tables capturing user activity from the backend.			
3.1.82		Security	Must	No	In cases where application data has originated from outside the System(s) Solution (e.g. as a result of data migration, data interfaced from another system, or data loaded through a facility that is part of the system), then the System(s) Solution must record a means of identifying the original source of the data and also when it was loaded.	Fully meets	Integration mechanisms will have a full and retained audit trail.			
3.1.83		Security	Must	No	The Supplier shall provide records of use per user of the System(s) Solution. Should user activity be deemed as inappropriate or representing a security risk, the Supplier shall report the user and activity to the Authority within 2 hours. The Supplier Solution shall be capable of future integration with the Authority Security Operations Centre providing end-points using REST API that permits the transfer of data in near real time.	Fully meets	Item will be covered by Security Plan and authored, owned and managed by Security Information Manager in the ITIM team; Restful API is one of the integration methods in the System Solution.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.84		Security	Must	No	The Supplier shall, once Approved by the Authority, execute, deliver, and manage the Security Plan.	Fully meets	This will be designed, owned and managed by Security Information Manager in the ITIM team.			
3.1.85		Security	Must	No	As part of the Mobilisation Plan (pursuant to Schedule 6.1 (Mobilisation) to this Agreement) and throughout the Term as soon as changes are made to the System(s) Solution and/or at least annually, the Supplier shall conduct relevant security tests including penetration testing as set out in the Security Plan. As soon as practicable, the Supplier shall provide to the Authority the resultant certificate and/or audit report with actions taken.	Fully meets	This will be designed, owned and managed by Security Information Manager in the ITIM team.			
3.1.86		Security	Must	No	User Profiles shall provide the level and detail of information necessary to implement the system Access Control Policy for the System(s) Solution, application or service to ensure that the User will only be granted access to those functions for which approval has been authorised.	Fully meets	System solution will deliver 'principle of least privilege' role-based access, supported by System Operating manuals ensuring adherence to 'acceptable use'.			
3.1.87		Security	Must	No	Risk assessments associated with data governance requirements must be conducted at planned intervals and must consider the following: (a) awareness of where sensitive data is stored and transmitted across applications, databases, servers, and network infrastructure; (b) compliance with defined retention periods and end-of-life disposal requirements; and/or (c) data classification and protection from unauthorised use, access, loss, destruction, and falsification.	Fully meets	Our information management strategy and plans will include systemic and regular checks/audits to ensure requirements a) to c) are met.			
3.1.87b	Updated	Security	Must	No	The suppliers must clarify how their solution supports a Bring Your Own Key (BYOK) encryption facility to ensure DWP data is encrypted at rest using DWP encryption keys.	Does not meet	Our hosting environment does not currently support BYOK.			
3.1.88 - 3.1.89		Service	Must	No	The System(s) Solution shall be underpinned by a support model and tooling that provides support to the Authority to resolve queries, incidents and problems. In the event of a case raised with the Supplier Solution, the Service Level the Supplier shall provide for incident resolution are at least: (a) Priority 1 Incidents: Service Level is 90% within 2 hours, 24/7; (b) Priority 2 Incidents: Service Level is 95% within 8 hours, 24/7; (c) Priority 3 Incidents: Service Level is 95% within 2 Working Days (20 hours), Monday to Friday 8am-6pm; or (d) Priority 4 Incidents: Service Level is 90% within 3 Working Days (30 hours), Monday to Friday 8am-6pm. All Priority Incidents are defined in paragraph 3.1.89 of this Schedule 2.1G (Systems) To process cases raised by the Authority, the Supplier shall provide its solution 24 hours a day, 7 days a week and 365 days per year. The Service Levels are subject to change at the request of the Authority. 3.1.89. The Priority Incidents are defined as follows: (a) "Priority 1 Incident" means: i. a complete failure of a Business Critical Application and/or Business Critical Service ii. any delay to, or the inaccurate production of Business Critical outputs (b) "Priority 2 Incident" means a complete failure of the Application and/or Service affecting all users at one or more Key Sites (c) "Priority 3 Incident" means: i. a partial failure of a Business Critical Application and or Business Critical Service affecting all users at a single secondary site; o ii. a complete failure of the Application and or Service affecting all users at one or more secondary sites; iii. a partial failure of the Application and or Service affecting all users at one or more Key Sites; iv. a partial failure of the Application and or Service affecting all users at two or more secondary sites; or v. any failure of a piece of equipment; and (d) "Priority 4 Incident" means i. a partial failure of a Secondary Application and or Secondary Service affecting all users at one secondary site; or ii. an incident or occurrence which is not a Priority 1 Incident, a Priority 2 Incident or a Priority 3 Incident.	Fully meets	Will be configured into support software and drive service delivery by ITIM team - will be reported as part of monthly service management reporting.			
3.1.90		Service	Must	No	The Supplier shall provide the Authority with all service delivery documentation ("Delivery Documentation") no later than ten (10) Working Days before the Operational Services Commencement Date and thereafter within one (1) Working Day of Authority request. The Delivery Documentation shall be in English and contain sufficient information to enable the Authority to understand how the Services are delivered including (without limitation): (a) details of the System(s) Solution (including software) and other details necessary for the Authority to understand the technology used to provide the Services; (b) details of the procedures and processes used by the Supplier Personnel to provide the Services; (c) the mechanisms used by the Supplier to measure the service levels as defined in Schedule 2.2 (Performance Levels); and (d) the measures taken to protect the Authority Data and any Personal Data processed as part of the Services. The Supplier shall maintain the Delivery Documentation and issue the Authority with an updated copy within five (5) Working Days of any material change to the system or process.	Fully meets	We will deliver this milestone as part of mobilisation and thereafter will maintained as part of BAU under change control and provided to Authority on request.			
3.1.91		Service	Must	No	An updated copy of the Delivery Documentation shall be provided to the Authority: (a) at the end of each Contract Year; and (b) within 5 days of a Termination Notice being served.	Fully meets	We will deliver these milestones annually and at termination.			
3.1.92		Service	Must	No	The Authority will review the Delivery Documentation from time to time and the Supplier shall amend the Delivery Documentation promptly in accordance with any reasonable request made by the Authority, including adding further detail to the Delivery Documentation where requested by the Authority.	Fully meets	Standard part of configuration management.			
3.1.93		Service	Must	No	The Supplier shall provide and maintain all detailed architectural documentation of its System(s) Solution System Architecture which clearly demonstrate how the Supplier Solution will meet the Authority's Requirements.	Fully meets	Technical designs will include requirements traceability.			
3.1.94		Service	Must	No	The Supplier shall review all components of the System(s) Solution at least annually at a time to be agreed by the Authority, for fitness for purpose and value for money, with any improvement recommendations made to the Authority for Approval within twenty (20) Working Days of the review.	Fully meets	Standard part of ITIM innovation and pan-platform functional enhancement programme.			



DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.95		Service	Must	No	The Supplier shall ensure that all application / system / service components are performant. This includes (but not limited to) the user interface, data processing and storage, middleware service components, API's, batch, messaging and queues.	Fully meets	All System solution components monitored; interfaces monitored with automated exception messaging to invoke exception/intervention action where necessary.			
3.1.96		Service	Must	No	All components of the System(s) Solution shall be kept updated and within the respective software/hardware vendors support for the Term.	Fully meets	Standard part of configuration management, and vendors unlikely to change from point of mobilisation.			
3.1.97		Service	Must	No	All System user accounts and allocation are required to be managed as instructed by the Authority. The Supplier shall seek the Approval from the Authority for all requests for non Authority or non-Integrator new user accounts.	Fully meets	System Account Management process will be managed by ITIM IM Support, and be fully auditable on Jira.			
3.1.98		Service	Must	No	The Supplier shall manage and control changes to the System(s) Solution in order to minimise the risk of disruption to any part of the Services.	Fully meets	Change Management process will be manged by ITIM team and be fully auditable on Jira; all changes will be progress from development environment through staging environment to production.			
3.1.99		Service	Must	No	The Supplier shall immediately report to the Authority any System failures that will impact the delivery of the Services provided to either the Authority or the Authority Supply Chain Members in accordance with all agreed Functional System Requirements.	Fully meets	Our error management and logging will provide full and immediate RCA transparency in the unlikely event of any unplanned outage scenarios, detailing impact, recovery steps, root causes and lesson learned.			
3.1.100		Service	Must	No	3.1.100. The Supplier on request from the Authority will provide visibility of maintenance and service management documentation within one (1) Working Day of a request being submitted and such documentation will include (without limitation): (a) maintenance policy, processes, plans; (b) activity logs, issue and risk logs, incident logs and problem logs; (c) defect logs; and (d) lessons-learned logs.	Fully meets	We will create and maintain service management and maintenance plans that will be available to Authority on request.			
3.1.101		Service	Must	No	The Supplier shall provide monthly service performance management information and exception reports, including details of (without limitation): (a) Availability of the Supplier System(s); (b) System Responsiveness; (c) number of minor and major degradations of service; (d) System Recovery Times; (e) recovery times; (f) diagnostics and lessons-learned; (g) failures in regulatory and/or security compliance (in addition to the immediate notification outlined in 3.1.78 & 3.1.83 of this Schedule 2.1G (Systems); and (h) data integrity.	Fully meets	We have standard monthly Service Management pack that details application availability, incidents/problems/service requested and SLA performance (from Jira) and incudes hosted platform service availability, incidents raised and their status.			
3.1.102		Service	Must	No	The Supplier will provide a named Service Management contact to work directly with the Customer's Senior Service Manager. with a designated telephone number and e-mail address for all communication. Any change to these details will be notified to the Authority in writing a minimum of three (3) Working Days in advance of such change.	Fully meets	Service Management contact will be the System Manager who heads up ITIM Team.			
3.1.103		Service	Must	Yes	The Solution shall not block the normal upgrade path of the software vendor's product due to Supplier applied configuration changes within the Best Practice guidelines of the product and any changes must be preserved in the event of any form of upgrade path or patching requirement, without need for significant effort to protect such changes; and should require minimal or zero need for reapplying Supplier configuration changes following any form of upgrade path or patching requirement.	Fully meets	ITIM team ensure all product releases are reviewed and managed via change and release process where applicable.			
3.1.104 - 3.1.105		Usability	Must	No	3.1.104. The Supplier shall provide information (metadata) that enables system administrators or application users to understand: (a) any data presented on any screen, report or dashboard that is part of the application; (b) any application data that is made available for extraction (e.g. through a supplier-defined layer) or reporting (e.g. through a native reporting or analytics capability); and (c) any data produced as a result of the operation of the application (e.g. audit/logging data, performance and usage data, system events) 3.1.105. The information referred to in paragraph 3.1.104 shall include as a minimum: (a) names and descriptions of datasets (e.g. files or tables); (b) names and descriptions of data items within each dataset; (c) descriptions of relationships between datasets; (d) data item formats, sizes and optionality; (e) an indication of whether each data item is intended to hold personal data; and (f) the meanings of status, type or other item values that are predefined by the Supplier.	Fully meets	Will be delivered by System solution data & reporting layer.			
3.1.106		Usability	Must	No	The metadata provided shall be made available in a format that can be uploaded directly into a database.	Fully meets	All metadata will be directly loadable into a database, either as a database extract or common load format (e.g. .csv).			
3.1.107		Usability	Must	No	When future application changes made by the Supplier cause the previously provided metadata to become incomplete or invalid, the Supplier must issue updates to the metadata in the same format(s) as the original.	Fully meets	We will ensure metadata is thoroughly regression tested as part of all upgrades or changes, including any updated required as part of that testing outcome.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
3.1.108 - 3.1.109		Usability	Must	No	3.1.108. The Supplier shall provide information (metadata) that describes the data contained within all of the data extracts (data feeds) created by the Supplier for the Authority. This metadata shall be provided as uploadable data, and must conform to Authority-specific naming conventions. The entity and attribute descriptions must at least include the following: name, description, format, size, PII indicator and validation rules. 3.1.109. The possible inclusion of additional items of metadata will be determined in consultation with the Supplier.	Fully meets	The datafeeds will be fully specified in technical documentation and will contain as a minimum the Authority requirements in 3.1.108, with an ongoing consultation on wider requirements per 3.1.109.			
3.1.110		Usability	Must	No	The roll-out of the System(s) Solution must use demonstrable proven change methodology to ensure effective and efficient use of the System(s) Solution by End Users.	Fully meets	Change Management process will be manged by ITIM team and be fully auditable on Jira; all changes will be progress from development environment through staging environment to production.			
3.1.111		Usability	Must	No	The Supplier will ensure that at all times (whether during and/or after the Term) the Authority retains ownership of all data collected, used by, and contained within the System(s) Solution.	Fully meets	All data in the system solution is owned by the Authority.			
3.1.112		Usability	Must	No	The Supplier will ensure the Authority has access to the System(s) Solution or aspects of the System(s) Solution by way of such licenses and other non-proprietary licensing as are appropriate.	Fully meets	The Authority will be granted access and licences required to fully utilise the system solution.			
3.1.113		Usability	Must	No	The Supplier will ensure interaction with any Authority Systems, with minimal human intervention / maximum automation.	Fully meets	Core design principles for our System Solution.			
3.1.114		Usability	Must	No	The Supplier will ensure that the Authority is not responsible for providing any part of the System(s) Solution, nor for any enabling facilities or resources relating to it. The Authority shall have the right (and ability to) audit any part of the System(s) Solution at any time.	Fully meets	We are fully responsible for providing and maintaining the system solution, whilst the Authority has the right to audit any part over any period.			
3.1.115		Usability	Must	Yes	All views, reports and analytics within the Supplier Solution must be based on live data, reflecting the current position at the point the report was initially viewed/generated.	Fully meets	Data & reporting layer will be based only on live data at point of report generation or extract.			
3.1.116		Usability	Must	Yes	The Supplier Solution must provide a single URL as a direct entry point to access the Supplier Solution.	Fully meets	The solution will have a single url.			
3.2.1		Data Controller			The following are subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management):					
(a)		Data Controller	Must	No	where the Supplier Processes any Personal Data (either on behalf of the Authority or for its own purposes as a Data Controller), the Supplier shall at all times comply with the Data Protection Legislation, and this Agreement in particular without limitation Clause 24 (Protection of Personal Data) and Schedule 13 (Processing Personal Data); and	Fully meets	Will be managed by Data Controller as part of ITIM team.			
(b)		Data Controller	Must	No	the Supplier shall notify the Authority with 2 hours if it becomes aware of, or suspects, a personal data breach or other data security breach in relation to any Authority Supply Chain Member and shall assist the Authority (as reasonably required) in any action to be taken by the Authority in relation to such breach(es).	Fully meets	Will be managed by Data Controller as part of ITIM team.			
3.3.1		Solution Integration			The following are subject to the remainder of this Agreement in particular Schedule 2.4 (Security Management):					
(a)		Solution Integration	Must	No	the Supplier shall integrate the System(s) Solution with the Authority System (and those of its suppliers and business partners), in order to provide the required functionality and automation. The Supplier shall integrate systems with a view to achieving the greatest possible performance, reliability, and simplicity of operating and maintaining the data;	Fully meets	Will be delivered by System Solution Integration Hub.			
(b)		Solution Integration	Must	No	the Authority requires that Master Data and Transactional Data transfers between the System(s) Solution and other Authority Supply Chain Member systems. Data will be required to be transmitted between Authority Supply Chain Member systems for the synchronisation of Master Data;	Fully meets	Will be delivered by System Solution Integration Hub.			
(c)		Solution Integration	Must	No	the System(s) Solution shall ensure integration with all associated systems used across the Authority Estate to provide a single, all-encompassing view of the Authority Estate;	Fully meets	Will be delivered by System Solution Integration Hub.			
(d)		Solution Integration	Must	No	the Supplier shall produce a control document for each interface, when any of the following criteria apply to the exchange of data between systems:	Fully meets	Will be documented as part of Integration Technical Design.			
i.		Solution Integration	Must	No	exchanges of data via automated system to system interfaces; and	Fully meets	Will be documented as part of Integration Technical Design.			
ii.		Solution Integration	Must	No	exchanges of data via manual process between system to system interface(s);	Fully meets	Will be documented as part of Integration Technical Design.			
(e)		Solution Integration	Must	No	the Supplier shall make any revisions necessary to the Delivery Documentation with the Approval of the Authority.	Fully meets	All documentation will be provided to Authority for review and approval using the formal change control process.			
(f)		Solution Integration	Must	No	the Supplier shall ensure that if an enhancement to an interface is required and a new version of the interface is provided, there is no impact on previous versions of that interface or on other interfaces used by external systems;	Fully meets	Will be managed as part of regression testing within change and release process.			

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

ID	Updated Req	Authority Capability First Level	MoSCoW	Business-Critical Requirement	Requirement	Supplier Response	Supplier Evidence - Suppliers are requested to provide supporting evidence on how their proposed solution meets this requirement (max 250 words per requirement)		Evaluator Score	Evaluator Comments
(g)		Solution Integration	Must	No	the Supplier shall analyse all errors or deficiencies identified by or notified to the Supplier with respect to the Services provided, and shall resolve these to the extent the error is caused by the operation of the Services. In all cases the Supplier shall cooperate with any third parties to resolve errors;	Fully meets	Our error management processes, tools and procedures will ensure any and all errors are diagnosed and resolved between all parties.			
(h)		Solution Integration	Must	No	the Supplier shall ensure that all interfaces and all functionality behind these, are fully operational and available to their respective user groups based on the operating regime as a minimum;	Fully meets	Interfaces and systems in the solution will be available and meet the KPI requirements for availability.			
(i)		Solution Integration	Must	No	maintenance for interfaces will be to an agreed maintenance period and frequency, which must be publicised to the Authority in advance and managed appropriately during the maintenance periods;	Fully meets	Will be managed as part of change process: typically our solution has fixed patching windows planned annually and communicated for approval to all Authority stakeholders.			
(j)		Solution Integration	Must	No	the Supplier shall ensure appropriate segregation of data to prevent leakage of information that could compromise the Authority, the Supplier or one or more Authority Supply Chain Members. This shall include the following systems:	Fully meets	All solution components have data segregation at application level, augmented by role-based access controls to ensure no organisation shall be able to view another organisation's data unless it is appropriate to do so.			
i.		Solution Integration	Must	No	Authority Supply Chain Members;	Fully meets	All solution components have data segregation at application level, augmented by role-based access controls to ensure no organisation shall be able to view another organisation's data unless it is appropriate to do so.			
ii.		Solution Integration	Must	No	the Authority purchase-to-pay system, (at the time of publishing this document this is Oracle RM12);	Fully meets	All solution components have data segregation at application level, augmented by role-based access controls to ensure no organisation shall be able to view another organisation's data unless it is appropriate to do so.			
iii.		Solution Integration	Must	No	the Authority's outsourced payment provider, (at the time of publishing this document, this provider is Shared Services Connected Ltd);	Fully meets	All solution components have data segregation at application level, augmented by role-based access controls to ensure no organisation shall be able to view another organisation's data unless it is appropriate to do so.			
iv.		Solution Integration	Must	No	the Government Electronic Property Mapping Service (E-PIMS) or its replacement. The Supplier shall be responsible for ensuring the Authority is accurately represented on E-PIMS and will continue to be responsible for updating E-PIMS whenever a change occurs within the Authority Estate, e.g. installation of a new asset and for maintaining existing data as required; and	Fully meets	This will be dependent on out ITIM teams getting E-PIMs access, or some sort of regular data extract from E-PIMs where we can run reconciliation checks and advise on inconsistencies, managing the delinquent data in either our solution or E-PIMs through an extant change process; if neither are available, we would score this 'Does Not Meet' as E-PIMs access is not something we control.			
v.		Solution Integration	Must	No	if required, lease data including space plans / technical / computer aided design building drawings;	Fully meets	System Solution will enable these to be held as document items against assets they portray.			
(k)		Solution Integration	Must	No	the Supplier shall look to improve the performance and capability of the System(s) Solution throughout the Term. Recommendations will be made quarterly to the Authority on potential improvements to either people, process, or systems. The Authority will determine if any changes should be made to the Services in accordance with the Change Control Procedure; and	Fully meets	Standard ITIM innovation and improvement approach; governance will be scheduled to manage.			
(l)		Solution Integration	Must	No	any connections, interfaces or integrations with Authority information systems or digital services will be subject to the Authority information risk assessment. The Supplier shall make design and controls information available to the Authority upon request.	Fully meets	All integration modes (connections, interfaces) will be specified and documentation (including error management policies) provided to authority for review/approval and/or information purposes.			
3.3.2		Solution Integration	Must	No	Data input and output integrity routines (i.e., reconciliation and edit checks) must be implemented for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.	Fully meets	All interfaces will be monitored and have proven exception management processes to intervene and reset where necessary.			
3.4.1.		Supplier Exit	Must	No	During the Mobilisation Phase, the Supplier shall provide for the Authority's Approval the Exit Detailed Solution detailing the activity to be completed by the Supplier at either the expiry of the Term or where terminated early, on termination.	Fully meets	Included in mobilisation plan.			
3.4.2.		Supplier Exit	Must	No	The Supplier shall ensure all data, records, documents, or other information, created or used in performance of this Agreement complies with this Agreement including in particular Schedule 2.6 (Authority Policies). For clarity, such data includes any and all historic data that may be stored in any part of the System(s) Solution.	Fully meets	All data loaded/stored in the system solution shall comply with Authority policies.			
3.4.3.		Supplier Exit	Must	No	At a time to be agreed with the Authority, the Supplier shall handover all data, records and information pertaining to the Authority Estate that may be contained within the System(s) Solution and or other documents in the possession of the Supplier to either the Authority or any new supplier (as may be notified by the Authority). The format of the data shall be determined by the Authority and notified to the Supplier not less than three (3) months prior to the date on which the Authority requires the data to be provided by the Supplier. After handing over documentation and information, the Supplier shall confirm that all copies (including but not limited to: technical architecture and sensitive Authority information such as IP addresses) have been securely destroyed.	Fully meets	Standard part of Exit Plan.			
3.4.4.		Supplier Exit	Must	No	The Supplier shall cooperate with the Authority and any and all of the Authority Supply Chain Members and/or any other existing and/or future contractor(s) in transitioning the Service / System(s) Solution to any new supplier at the end of the Term, should the Authority require it.	Fully meets	Standard part of Exit Plan.			
3.4.5.		Supplier Exit	Must	No	The Supplier will assist in Authority data being securely transferred to any new solution and/or any new supplier in any instance where this Agreement is terminated.	Fully meets	Standard part of Exit Plan.			
3.5.1		General	Must	No	If MS office components are leveraged the System(s) Solution must be compatible with MS Office 365, Microsoft Office Professional Plus 2016/9.	Fully meets	O365 deployed to deliver MS Teams telephony.			

## Annex 2 – Existing Authority Supply Chain Systems

*[Note: The systems used across the Authority and or the Authority Supply Chain Members (ASCM) are set out below. This list is subject to change and is provided for information purposes:]*

Authority Estates Services	ASCM	Data Source (ACSM System)	As Is	To Be / Target State <sup>3</sup>	Notes
<b>LLM</b>	Cushman & Wakefield	Tramps (Trace Solutions)  BAIT	CSV / Direct Access	API	<i>The Authority is working with C&amp;W in line with the target operating model and will advise in the Mobilisation Phase if there are any changes to the Target State</i>
<b>FM</b>	Mitie	Maximo (IBM)	API	API	<i>Whilst there is a single instance of Maximo and a single Asset Register there are API differences between FM and LSS services so this should be treated as two separate activities during Mobilisation Phase.</i>
<b>LSS</b>	Mitie	Maximo (IBM)	API	API	
<b>Security</b>	G4S	Sunrise/ Sostenuto	API for reactive WO's only Direct Access/ Email for any Asset Changes PPMs Direct Access	API / Direct Access	<i>The Authority is working with G4S in line with the target operating model and will advise in the Mobilisation Phase if there are any changes to the Target State</i>
<b>Property Legal Services</b>	Dentons		N/A	Email / Direct Access	<i>This is a stand-alone system</i>
<b>Finance</b>	SSCL	SOP	Email	API	<i>This is subject to concluding PO Pdfs and confirmation of the process relating to receiving payment information from SOP which will be confirmed in the Mobilisation Phase.</i>
<b>Professional Services for Lifecycle Works &amp; BAU</b>	Gleeds & McBains		Email/Direct Access	Refer below on EPMS/ Projects	

<sup>3</sup>To be delivered during Mobilisation Phase

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

Authority Estates Services	ASCM	Data Source (ACSM System)	As Is	To Be / Target State <sup>3</sup>	Notes
<b>Project Management</b>	Incumbent Supplier	Projects Centre (currently used for payment)	Email/ Direct Access		
<b>Flexible Office Space</b>	The Instant Group		Email/ Direct Access	Email/ Direct Access	
<b>Upcoming Procurement Activity:</b>					
<b>Utilities</b>	TBC (Incumbent: Incumbent Supplier currently manages Optimised Energy)		N/A	Email/ Direct Access	
<b>Furniture (Standard Office)</b>	TBC (Incumbent: Broadstock Limited)		Email / Direct Access	Email / Direct Access	<i>The objective is for this to become an API, however this is to be agreed with the newly appointed ACSM and therefore not a requirement for Mobilisation.</i>
<b>Furniture (Specialist)</b>	TBC (Incumbent: Wagstaff)				
<b>Professional Services for Major Projects</b>	TBC (Incumbent: CCS Framework)		Email / Direct Access	API's / Direct Access	<i>These services are currently being procured and the level of information to be transferred between all parties is currently being designed.</i>  <i>It is a requirement that wherever possible API's should be used to transfer Data between the Project Delivery Suppliers/Professional Services and the Integrator. It is anticipated that some direct access will be required.</i>  <i>The Authority will confirm the requirements during Mobilisation.</i>
<b>Project Delivery Suppliers</b>	TBC (Incumbent: CCS Framework)		Email / Direct Access		
<b>Estates Programme Management Services (EPMS)</b>	TBC (New Authority Supply Chain Member)	TBC	N/A		
<b>Health &amp; Safety</b>	novating from Incumbent Supplier to Authority	SOARS (SHE)	N/A	N/A	<i>This is a stand-alone system</i>

DWP ESTATES INTEGRATOR SERVICES  
SCHEDULE 2.1G TO AGREEMENT

Authority Estates Services	ASCM	Data Source (ACSM System)	As Is	To Be / Target State <sup>3</sup>	Notes
<b>DSE</b>	novating from Incumbent Supplier to Authority	TARAHS (Essential Skillz)	N/A	N/A	<i>This is a stand-alone system</i>
<b>Contract Management</b>	novating from Incumbent Supplier to Authority	CEMAR	N/A	N/A	<i>This is a stand-alone system</i>
<b>Space Management</b>	novating from Incumbent Supplier to Authority	Accordant (CadM)	CSV / Direct Access	API / Direct Access	<i>There is some information and data that will be required to be held in the Supplier System (e.g. GIA/NIA)</i>

**Contract Schedule 3 (Pricing Details)**

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**Contract Schedule 3 (Pricing Details) (based on RM6232 COSC 5)****1. Introduction**

- 1.1 This schedule prescribes cost and pricing management including applications for payment and invoicing.
- 1.2 The Supplier shall provide the Service in the most cost-effective manner having regard to quality and time requirements, to optimise value for money and provide economies of scale for the Authority.
- 1.3 All parts shall be sourced under the most cost-effective terms, having regard to quality and on time delivery. The Supplier and the Authority shall agree in advance the use of refurbished parts where they are deemed to be cost beneficial without any loss of service or as required to achieve required return to full operational service.
- 1.4 All Prices will be subject to assurance and validation checks by the Authority in line with Open Book Accounting and Audit requirements.
- 1.5 Billable Works will be subject to assurance and validation checks against cost and scope by the Authority in line with Open Book Accounting and Audit requirements.

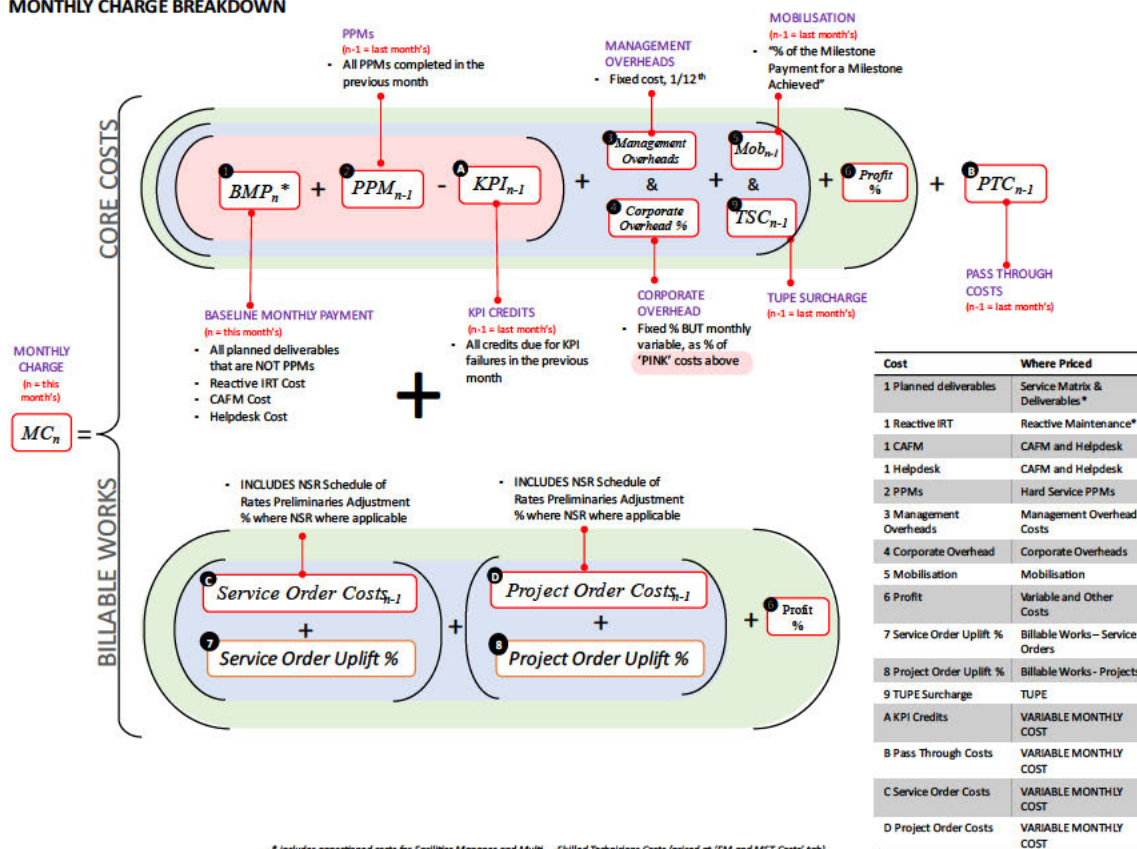
**2. Calculation Of The Price for Service Provided to Date**

- 2.1 The Price for Service Provided to Date shall be:
  - 2.1.1 calculated on the basis of the rates and prices specified in the Price List;
  - 2.1.2 paid for full and proper performance by the Supplier of its obligations under the contract; and
  - 2.1.3 paid by way of monthly payments which shall be calculated in accordance with paragraph 2.2 below.
- 2.2 Subject to paragraphs 2.3 and 2.4 below, the Monthly Charge (MCn), in respect of a Service Month "n" shall be calculated in accordance with the following graphic:



**Contract Schedule 3 (Pricing Details)**

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**MONTHLY CHARGE BREAKDOWN**

where:

MC <sub>n</sub>	is the Monthly Charge to be determined in respect of the Service Month "n";
BMP <sub>n</sub>	is the Baseline Monthly Payment for Service Month "n" referred to in paragraph 3 below;
PPM <sub>n-1</sub>	Is the total price calculated in accordance with paragraph 5 below for PPMs which have achieved PPM Task Completion but not previously assessed in the Price for Services Provided to Date;
CAFM	Is the monthly charge for CAFM as per the Pricing Matrix
Helpdesk	Is the monthly charge for Helpdesk as per the Pricing Matrix
Mob <sub>n-1</sub>	the Milestone Payment for Mobilisation Deliverable(s) Achieved
TSC <sub>n-1</sub>	is the monthly TUPE Surcharge payable in accordance with Contract Schedule 13 (TUPE Surcharge).
KPI <sub>n-1</sub>	is the KPI Credits in respect of the previous Service Month



**Contract Schedule 3 (Pricing Details)**

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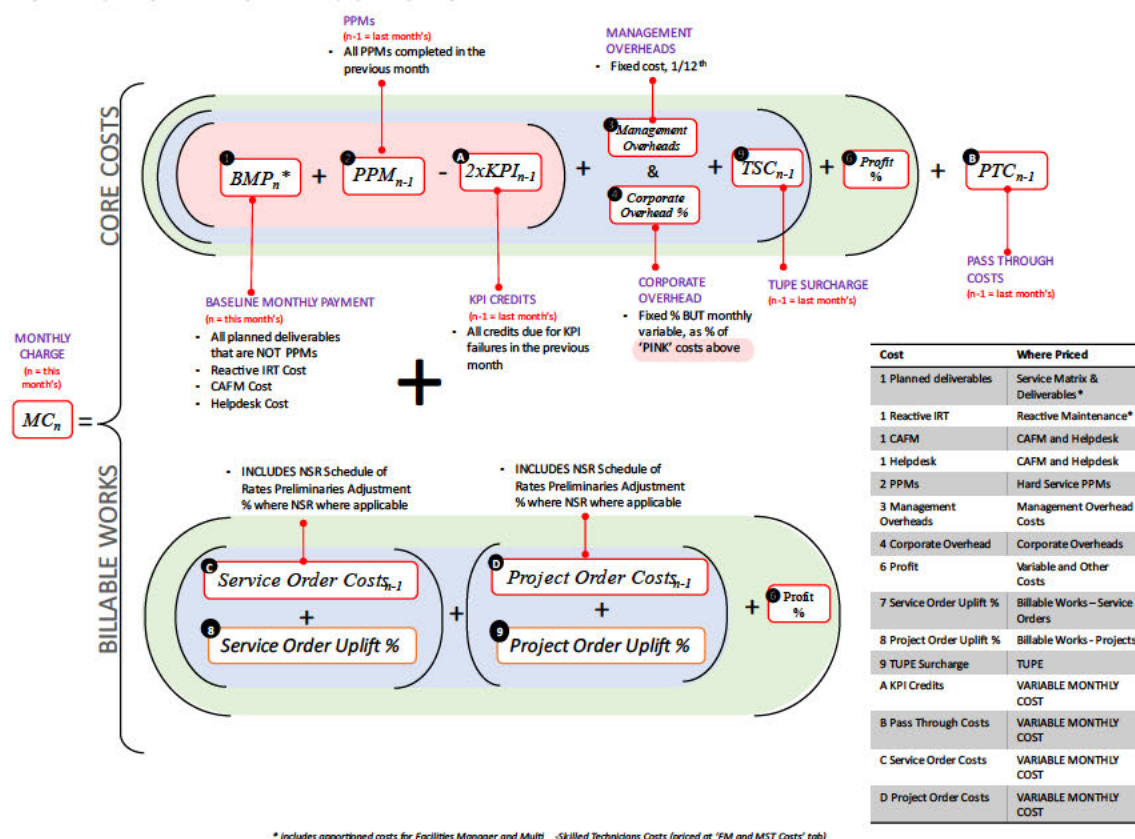
Management Overhead	In this contract the monthly Management Overhead as stated in the Price List.
Corporate Overhead %	Is the Corporate Overhead % as stated in the Price List
PTC <sub>n-1</sub>	is any Pass Through Costs applied for in accordance with paragraph 4 of this Contract Schedule 3;
Service Order Costs <sub>n-1</sub>	is the amount assessed as due for Service Orders for Billable Work calculated in accordance with Contract Schedule 4
Project Order Costs <sub>n-1</sub>	is the amount assessed as due for Project Orders under clause X27 and Contract Schedule 4
Profit %	Is the contract profit percentage as per tab "Variables and other Costs" of the Price List
Reactive Costs IRT	Reactive Maintenance Works which are below the IRT

- 2.3 The Monthly Charge due in the final Service Month of the Service Period will be calculated in accordance with the following graphic which will supersede the graphic in paragraph 2.2 above (and all terminology used in the following graphic will have the same meaning as provided for in paragraph 2.2 above):

## Contract Schedule 3 (Pricing Details)

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### MONTHLY CHARGE BREAKDOWN – final SERVICE MONTH



2.4 Following the final Service Month during the Service Period pursuant to clause 54 of the contract, a balancing payment will be calculated to account for:

- 2.4.1 the KPI Credits calculated in respect of the final Service Month;
- 2.4.2 the Pass-Through Costs incurred within the final Service Month;
- 2.4.3 the cost of any PPM not previously applied for;
- 2.4.4 the Monthly TUPE Surcharge payable in respect of the final Service Month;
- 2.4.5 the total price for Service Orders and Project Orders which have been completed in the final Service Month

and such balancing payment will be paid to, or deducted from, the sums due to the Supplier following the assessment under clause 54 of the contract.

### 3. Baseline Monthly Payment

- 3.1 The baseline monthly payment ("Baseline Monthly Payment") payable in respect of a Service Month shall be set by reference to the Price List.
- 3.2 The Baseline Monthly Payment shall include all costs and expenses relating to the Core Services and/or the Supplier's performance of its obligations under this Contract other

Framework Ref: RM6232

Project Version: v1.0

Model Version:

80120048.4

84010833.2

**Contract Schedule 3 (Pricing Details)**

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than for Billable Works and no further amounts shall be payable by the Authority to the Supplier in respect of such performance.

**4. Pass Through Costs**

4.1 Where the Contract Data indicates that the Supplier is entitled to recover a Pass Through Cost:

- 4.1.1 only those types of Pass Through Cost stated in the Contract Data are recoverable;
- 4.1.2 the Pass Through Costs shall only be recoverable where they are incurred in accordance with the guidelines that the Authority may issue to the Supplier from time to time;
- 4.1.3 the Supplier shall not be entitled to charge any additional amount on top of the Pass Through Costs including any margin, mark up or uplift costs; and
- 4.1.4 any claim for Pass Through Costs shall be supported by such documentation as the Authority may request from time to time in line with Open Book Accounting and Audit requirements.

**5. Planned Preventative Maintenance Orders (PPMs)**

5.1 PPM Tasks which have achieved PPM Task Completion are priced at the PPM Task Fixed Price stated in the Price list.

**6. Service Orders which are Billable Works**

6.1 The price for those Service Orders which are Billable Works shall be calculated using the mechanism set out in Contract Schedule 4 (Service Orders & Projects).

**7. Project Orders**

- 7.1 The price for Project Orders shall be calculated using the mechanism set out in clause X27 of the *conditions of contract*.
- 7.2 The process for Staged Payments for Project Orders will be discussed and agreed between parties during Mobilisation.

**8. Mobilisation**

8.1 The payments of labour and other costs for Mobilisation will be made by the Milestone Payments for the Achievement of Mobilisation Deliverables set out in the Mobilisation Plan. Milestone Payments are set out in the Price List.

**9. Changes to rates of pay for Supplier Personnel**

9.1 Notwithstanding Clause X2 (Change in Law) and subject to Paragraph 9.7, at the end of the second Contract Year and each subsequent Contract Year thereafter, the Supplier may submit an impact assessment seeking to review rates of pay for the relevant members of Supplier Personnel. The Supplier shall include in any impact assessment the proposed amendments to the rates of pay for the relevant members of Supplier Personnel and a detailed justification for each proposed amendment together with sufficient information, data and evidence regarding:

**Contract Schedule 3 (Pricing Details)**

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- 9.1.1 the challenges experienced by the Supplier in the relevant Contract Year directly relating to the recruitment of Supplier Personnel;
  - 9.1.2 the challenges experienced by the Supplier in the relevant Contract Year directly relating to the retention of Supplier Personnel;
  - 9.1.3 the actual market hourly rates of pay for personnel delivering services substantially similar to the relevant Services under this Contract including national variations and relevant regional impacts;
  - 9.1.4 the steps taken by the Supplier to mitigate the impact of any proposed adjustment;
  - 9.1.5 the impact of the proposed change together with sufficient and appropriate evidence that this will not lead to an increase in the Profit %;
  - 9.1.6 the difference between the increases in the Prices for Supplier Personnel proposed by the Supplier in the relevant impact assessment and the:
    - (a) Prices for Supplier Personnel included in the Pricing Matrix at the *starting date*; and
    - (b) Prices for Supplier Personnel adjusted under a prior impact assessment or as may be negotiated in accordance with the terms of this Paragraph 9;
  - 9.1.7 where the Supplier has used the Real Living Wage as a base line for Supplier Personnel on the Contract, the percentage increase to the Real Living Wage in the relevant Contract Year that has exceeded any percentage increase for the same period in:
    - (a) the Payment Index; or
    - (b) where applicable, as calculated in accordance with Clause X1.10; and/or
  - 9.1.8 where the Supplier has used the Mandatory Wage as a base line for Supplier Personnel on the Contract, the percentage increase to the Mandatory Wage in the relevant Contract Year that has exceeded any percentage increase for the same period in:
    - (a) the Payment Index; or
    - (b) where applicable, as calculated in accordance with Clause X1.10; and/or
- together with such other information, documents or data at the Authority may reasonably request in response to the impact assessment..
- 9.2 In respect of Paragraphs 9.1.1 – 9.1.4 (inclusive), it shall be at the Authority's sole discretion whether the Authority:
- 9.2.1 is willing to enter into negotiations with the Supplier regarding the relevant impact assessment;
  - 9.2.2 agrees in writing any change to the relevant Prices for Supplier Personnel based on the relevant impact assessment or any subsequent negotiations in relation to the relevant impact assessment; or

**Contract Schedule 3 (Pricing Details)**

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9.2.3 rejects the relevant impact assessment.

In respect of any part or parts of an impact assessment relating solely and directly to Paragraphs 9.1.7 and/or 9.1.8, the Authority acknowledges and agrees that it shall either:

9.2.4 enter into negotiations with the Supplier regarding the relevant parts of the relevant impact assessment relating solely and directly to Paragraphs 9.1.7 and/or 9.1.8; or

9.2.5 agree in writing the relevant part or parts of the relevant impact assessment relating solely and directly to Paragraphs 9.1.7 and/or 9.1.8; or

9.2.6 pursuant to the terms of Paragraph 9.5, reject the relevant part or parts of the relevant impact assessment relating solely and directly to Paragraphs 9.1.7 and/or 9.1.8.

9.3 Where the Authority rejects an impact assessment the rates applicable to the relevant Prices for Supplier Personnel immediately prior to the date of submission of the relevant impact assessment shall remain in force with no amendment.

9.4 Subject always to Paragraph 9.2 above, where the Authority enters into negotiations with the Supplier, the Authority shall consider whether the:

9.4.1 Impact assessment would (if implemented) alter the economic balance of the Contract;

9.4.2 financial benefit of changes to the increases in the Prices for Supplier Personnel will be received in full (less any applicable taxes) by the relevant Supplier Personnel affected by the relevant impact assessment; and/or

9.4.3 relevant impact assessment (if implemented) would lead to an increase in or improved Profit % for the Supplier.

9.5 The Supplier agrees that it is not entitled to an increase in the relevant compensation event pertaining to this Paragraph 9 or to any assessment:

9.5.1 in respect of amounts already compensated through Clause X1 of the *additional conditions of contract*;

9.5.2 which (as the case may be) seeks increases in:

(a) the Prices beyond those parts of the Services directly affected by and directly relating to the information, evidence and data set out in the relevant impact assessment;

(b) the Prices for Supplier Personnel beyond those parts of the Services directly affected by and directly relating to the information, data and evidence set out in the relevant impact assessment;

(c) the Prices in excess of any difference between the inflationary increase calculated using the Payment Index or, where applicable, calculated using Clause X1.10 and the current:

(i) Real Living Wage; or

**Contract Schedule 3 (Pricing Details)**

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## (ii) Mandatory Wage,

rate increase (as the case may be) for each member of Supplier Personnel affected by the Real Living Wage increase or Mandatory Wage increase (as the case may be) having due regard to the relevant impact assessment); and/or

## (d) the Prices in respect of those Supplier Personnel on an hourly rate already in excess of the:

## (i) Real Living Wage; or

## (ii) Mandatory Wage,

(as the case may be) whether or not to maintain differentials between the affected Supplier Personnel and higher paid Supplier Personnel.

9.6 Subject to the terms of this Paragraph 9, where the Authority agrees any increase to the relevant Prices for Supplier Personnel based on the relevant impact assessment will be a compensation event.

9.7 Any impact assessment issued by the Supplier under or in relation to this Paragraph 9 must be issued as follows:

9.7.1 the first impact assessment must be received by the Authority by no later than 15 November in the relevant Contract Year. Where 15 November is not a Working Day, the relevant date for receipt shall be the last Working Day immediately prior to 15 November in the relevant Contract Year.

9.7.2 the second impact assessment must be received by the Authority by no later than 15 May in the relevant Contract Year. Where 15 May is not a Working Day, the relevant date for receipt shall be the last Working Day immediately prior to 15 May in the relevant Contract Year; and/or

9.7.3 such other date that the Authority may (from time to time) agree (at its absolute discretion).

**10. Applications for Payment**

10.1 The Supplier must provide copies of all reports, certificates, tasks sheets, timesheets, notices, photographic evidence (before and after work), and other such documents that demonstrate that the services have been delivered in accordance with the agreed scope of work and evidence of cost incurred including subcontractor invoices for completed work to support its application for payment via the invoicing module via the Authority's CAFM System.

**11. Invoicing**

11.1 All Charges payable exclude VAT which is payable on provision of a valid VAT invoice and include all costs connected with the Supply of Services.

11.2 A Supplier invoice is only valid if it includes:

11.2.1 all appropriate references including the Contract reference number and other details reasonably requested by the Authority;



**Contract Schedule 3 (Pricing Details)**

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- 11.2.2 a detailed breakdown of Services delivered, and Mobilisation Deliverable(s) Achieved (if any).
- 11.3 The Authority will pay an undisputed invoice received from the Supplier.
- 11.4 The Authority may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 11.5 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Authority can publish the details of the late payment or non-payment.

**12. Disallowable Costs**

Disallowable costs are the costs which must not be included in the Price List and will not be paid by the Authority. Costs which are not wholly appropriate, attributable, and reasonable for contract delivery will be Disallowable.

The Disallowable Costs shall include (without limitation):

Cost Category	Sub-Type	Notes
Staff	Hotels, Subsistence, and non-Operational Travel	Chargeable only if included in Management Overheads or Corporate Overheads. Not separately chargeable.  Travel and subsistence costs for apprentices for specific training including attending apprenticeships shall be allowable.  T&S adherence to DWP / Civil Service Code.
IT/Telephony	Costs for non-operational staff	Relevant staff related costs to be included within Management Overheads or Corporate Overheads
Other Operating	Insurance Excesses	Premiums only are allowable
Other Operating	Corporate Hospitality	Unless agreed in advance with the Authority
Other Operating	Conference Costs	Unless agreed in advance with the Authority
Other Operating	Gifts & Rewards	Unless agreed in advance with the Authority
Other Operating	Parent Company Guarantees	Should be factored into Profit Margin
Corporate Overheads	Legal costs relating to disputes initiated by the Service Provider including any initiated against the Client	Disputes to be managed in accordance with Dispute Resolution Procedure (including those involving the Guarantor)

**Contract Schedule 3 (Pricing Details)**

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Corporate Overheads	Legal costs relating to negligence by the Service Provider	Where fees, costs, damages, penalties or liquidated damages are incurred by the Service Provider as a result of its negligence (or the Guarantor)
Corporate Overheads	Audit costs relating to the Client's exercise of it Audit Rights	Where all fees, costs, damages penalties are incurred by the Service Provider
Other Costs	Contract, MI, or Performance Failures	Where are fees, costs, damages, penalties, liquidated damages or re-work incurred by failure to deliver contractual obligations that are within Supplier's control
Other Costs	Re-work (being re-provision of part of part of the Services where the initial delivery of such Services was not compliant with the requirements of the Contract)	Labour and materials costs are Disallowable Costs.



**Contract Schedule 4 (Service Orders and Projects)**

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**Contract Schedule 4 (Service Orders and Projects)**

<b>Definitions</b>	
<b>DWP Schedule of Rates</b>	Schedules of Rates (excluding NSR) priced at Further Competition as set out in Contract Schedule 5 (Price List) or as agreed between the Supplier and the Authority;
<b>Make Safe</b>	means to undertake such immediate actions as are necessary to prevent or minimise a threat of physical harm or damage;
<b>NSR Schedule of Rates</b>	means those rates set by NSR Management Ltd (Company No. 03574827);
<b>Project Order Uplift Percentage / %</b>	<p>means the applicable percentage to cover overhead costs which is applied to the cost of works under a Project Order as set out in the Price List.</p> <p>The Project Order Uplift Percentage provides for:</p> <ol style="list-style-type: none"> <li>1. processing and managing the Quotation through to completion/invoicing within each tier as per the Authority's processes;</li> <li>2. management of works;</li> <li>3. management of subcontractors (where applicable);</li> <li>4. Day to day administration; and</li> <li>5. Any travel and associated expenses incurred to deliver the Service;</li> </ol>
<b>Quotation</b>	means the Supplier's written proposal for works including its price together with such other details as are required by this contract and otherwise specified in the instruction to which the proposal relates;
<b>Open Book Accounting</b>	means transparent sharing of Open Book Data;
<b>Preliminaries (Prelims)</b>	means costs or items which are necessary for the Supplier or its Subcontractor(s) to complete the works but will not actually become part of the work.

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

Crown Copyright 2021

	Prelims shall only be applicable to DWP Schedules of Rates and DWP Labour and Equipment Provision and Hire Rates set out in the Pricing in Matrix (collectively referred to as DWP SORs);
<b>Preliminaries NSR Schedule of Rates Adjustment %</b>	<p>means adjustment % (+/-) covering preliminaries that are required for the overall execution and management of Service Orders and Project Orders using NSR Schedule of Rates.</p> <p>For avoidance of doubt this is not to be duplicated with the Service / Project Order Adjustment % or Profit.</p> <p>As set out in Contract Schedule 5 (Price List)";</p>
<b>Remedial Works</b>	means repair, maintenance, refurbishment or replacement of systems, assets and asset components which is identified during Planned Preventive Maintenance (PPM);
<b>RIBA Project</b>	means a project that is managed using the Royal Institute of British Architects staged plan of work;
<b>Service Order Tier Values</b>	<p>means the Service Order Tier Values used for Quotations shall be:</p> <p>Tier 1 &lt; £5,000  Tier 2 £5,000 to £10,000  Tier 3 £10,001 to £20,000  Tier 4 &gt; £20,000; and</p>
<b>Service Order Uplift Percentage / %</b>	<p>means the percentage uplift to cover overhead costs as set out in the Price List applied to Service Orders for Billable Works and provides for:</p> <ol style="list-style-type: none"> <li>1. processing and managing a Quotation through to completion/invoicing within each tier as per the Authority's processes;</li> <li>2. management of works;</li> <li>3. day to day administration</li> <li>4. management of subcontractors (where applicable);</li> </ol>

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

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**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

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	5. any travel and associated expenses incurred to deliver the Service.
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**1. Introduction**

- 1.1 This schedule prescribes the procedures, processes and rates to be used by the Authority and Supplier for Service Orders and Project Orders.
- 1.2 All Service Orders and Project Orders must be logged in the Authority's CAFM System.
- 1.3 Service Orders Costs shall be calculated, and Project Orders Costs shall be assessed using:
  - 1.3.1 DWP Schedule of Rates for priced activities in the Pricing Matrix and/or as such rates may be later agreed, or if no relevant suitable activity rates apply
  - 1.3.2 The National Schedule of Rates (NSR) as published annually, or if no relevant suitable activity rates apply
  - 1.3.3 DWP Labour Rates and Equipment Provision and Hire Rates.
- 1.4 Where the services required to meet a Service Orders are not wholly covered by the tendered DWP SOR (i.e. those referred to in 1.3.1 and 1.3.3) or NSR the Supplier shall submit a Quotation in accordance with this Contract Schedule 4.
- 1.5 Service Orders and Project Orders that can be priced entirely using the Schedule of Rates shall follow the Authority's agreed Billable Works and Approvals Process.
- 1.6 Where Service Orders or Project Orders are priced using a blend of DWP Schedules of Rates and/or NSR rates and/or quotations, only those uplift and/or adjustment percentages that apply to each component part shall apply.

**2. Itemisation of costs**

- 2.1 Pricing for Service Orders and Project Orders shall breakdown and itemise the costs in the categories below, using the applicable Schedule of Rates, where available:
  - (a) Labour (resource/trade rates to be applied, Number of hours of activity expected, any additional resources required to discharge the Service)
  - (b) Hire, rental or provision (Supplier owned equipment);
  - (c) Unit of materials;
  - (d) Replacement of Assets,
  - (e) Parts

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

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- (f) Any other applicable price in the Price List including, as appropriate, the Service Order Uplift Percentage, Project Order Uplift Percentage, Preliminaries for NSR Schedule of Rates Adjustment %:
  - (g) such other applicable cost categories as the Authority may notify to the Supplier from time to time.
- 2.2 Where Service Orders and Project Orders are delivered directly via the Supplier's appointed Subcontractors the Quotation shall breakdown the cost categories as per section 2.1(a)-(g) and shall also detail:
  - (a) Subcontractor name
  - (b) Subcontractor total cost (detailing Subcontractors profit and overhead)
  - (c) Detail of any contingency costs
- 2.3 The Supplier shall provide a detailed breakdown of the labour allocation to be provided in discharging Service Orders or Project Orders at the time of a Quotation and this must be agreed as acceptable by the Authority prior to any works commencing. This shall be evidenced clearly in the Quotation for works, and shall include as a minimum:
  - (a) Type of resource/trade required
  - (b) Resource/trade rates to be applied
  - (c) Number of hours of activity expected
  - (d) Any additional resources required to discharge the service

**3. Billable Works and Approval Process**

- 3.1 During the Mobilisation Period, the Supplier shall work with the Authority to agree:
  - 3.1.1 The Billable Works and Approval Process for Service Orders and Project Orders
  - 3.1.2 A template and format for the submission of Quotations.

**4. Schedule of Rates**

- 4.1 **DWP Schedules of Rates and DWP Labour and Equipment Provision and Hire Rates (both together DWP SORs)**
  - 4.1.1 DWP Schedule of Rates shall be those set out in the Pricing Matrix or as amended (See Paragraph 4.1.4 – 4.1.5).
  - 4.1.2 All DWP Schedules of Rates and DWP Labour and Equipment Provision and Hire Rates shall include Prelims.
  - 4.1.3 Only Service Order Uplift Percentage or Project Order Uplift Percentage and Profit can be added to these rates.

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

Crown Copyright 2021

4.1.4 Amendments to the DWP SORs can be made throughout the Contract Period, any amendments must be agreed by both parties,

4.1.5 Either the Supplier or the Authority can propose additional line items to the DWP SORs, these must first be benchmarked, aligned and consistent with the NSR Schedule of Rates.

**4.2 Schedule of Rates – National Schedule of Rates**

4.2.1 These are the rates set by NSR Management Ltd and which are independently updated on an annual basis.

4.2.2 Only Preliminaries NSR Schedule of Rates Adjustment %, Service Order Uplift Percentage or Project Order Uplift Percentage and Profit can be added to these rates as per the Pricing Matrix.

4.2.3 Works that can be priced entirely using the National Schedule of Rates shall follow the Authority's agreed Billable Works and Approvals Process.

**5. Quotations for Service Orders**

5.1 Quotations shall be authorised in accordance with the Billable Works and Approvals Process.

5.2 The Authority may at its discretion require Service Orders to be:

5.2.1 managed and executed by the Supplier;

5.2.2 managed by a third party nominated by the Authority and executed by the Supplier;

5.2.3 managed by the Supplier and executed by any third party nominated by the Authority.

5.3 Any Quotation for Service Orders shall breakdown the costs as outlined in paragraph 2.

5.4 Where the Authority gives instructions to the Supplier to manage and/or execute Service Orders according to the Service Order Tier Values, where the Service Orders are to be delivered directly by the Supplier, the Supplier shall provide a Quotation using the rates set out in Contract Schedule 5 (Price List) and the following processes shall apply:

**5.4.1 Tier One Service Orders - < £5,000**

Shall be managed and/or executed by the Supplier or Supplier Subcontractor(s).

Where Service Orders are to be undertaken by Supplier Subcontractor(s), the Supplier shall provide at least one written Quotation.

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

Crown Copyright 2021

The Supplier shall not commence any Tier One Service Orders until approval has been granted by the Authority to proceed to completion.

**5.4.2 Tier Two Service Orders - £5,000 to £10,000**

Shall be managed and/or executed by the Supplier or Subcontractor(s).

The Supplier shall obtain at least two written Quotations.

The Supplier shall not commence any Tier Two Service Orders until approval has been granted by the Authority to proceed to completion.

**5.4.3 Tier Three Service Orders - £10,001 to £20,000**

Shall be managed and/or executed by the Supplier or Subcontractor(s).

The Supplier shall obtain at least three written Quotations.

The Supplier shall not commence any Tier Three Service Orders until approval has been granted by the Authority to proceed to completion.

**5.4.4 Tier Four Service Orders - > £20,000**

Shall be managed and/or executed by the Supplier or Subcontractor(s).

The Supplier shall obtain at least three written Quotations.

The Supplier shall not commence any Tier Four Service Orders until approval has been granted by the Authority to proceed to completion.

**6. Inclusive Repair Threshold**

6.1 In Providing the Service, other than activities relating to Business Critical Events, no activity with a value in excess of the Inclusive Repair Threshold shall be undertaken without compliance with the requirements of the Billable Works and Approvals Process.

6.2 Where the costs of Reactive Maintenance Works exceed the Inclusive Repair Threshold only costs in excess of the Inclusive Repair Threshold shall be payable through the Billable Works and Approvals Process.

6.3 The total cost of the works undertaken pursuant to a Service Order shall be broken down and recorded by the Supplier and included in its application for payment including:

6.3.1 Costs within the Inclusive Repair Threshold; and

6.3.2 Cost in excess of the Inclusive Repair Threshold.

6.3.3 Costs must be itemised in accordance with paragraph 2.

6.4 The Supplier shall supply and install all parts and consumable materials associated with Reactive Maintenance Works within the Inclusive Repair Threshold at its own cost. This includes the replacement of all items that are consumable in nature, such as those expended during normal use, suffer wear and tear as part of normal operation or have a limited shelf life, (such as batteries, lamps, fire extinguishers,

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

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filters and fan belts) as well as component part(s) of Assets, where component replacement is deemed appropriate. For the avoidance of doubt, this includes all replacement keys.

- 6.5 In the event of a Business Critical Event, the Supplier may proceed with corrective action to Make Safe without prior approval from the Authority. This includes Make Safe repair only. A full repair requires Authority instruction through the Billable Works and Approvals Process. The Supplier should seek approval from the Authority for the latter by email and/or telephone as soon as is operationally possible and shall keep the Authority advised at all times on the technical and financial status of the task.
- 6.6 The following work types are exclusions to Inclusive Repair Threshold. Prices for such work types will be subject to Quotation and instruction under paragraph 5 of this Schedule and the Billable Works and Approval Process. This will include the following (which list may be supplemented by the Authority):
- 6.6.1 evidence of damage or failure if due to continued use by the Authority or building user after the fault has been diagnosed and the Supplier has advised the Authority not to use the Asset. Advice from the Supplier must include notification in writing and clear 'Do not use' tagging of the asset to prevent usage;
  - 6.6.2 damage or failure due to electrical supplies being interrupted or altered by others supported by appropriate evidence, for the avoidance of doubt this excludes uninterrupted power supply failure due to fault;
  - 6.6.3 Abortive costs as described in Paragraph 7.
  - 6.6.4 fire, leaks, act of God, storm damage, floods or similar force majeure; unless caused by an act or failure of the Supplier;
  - 6.6.5 Remedial Works arising from Planned Preventative Maintenance.

**7. Abortive costs**

- 7.1 Where the Supplier's Staff or Subcontractors attend the Affected Premises (excluding for this purpose any Supplier Staff or Subcontractors whose normal place of work is at such Affected Premises) in accordance with the contract in order to undertake reactive, remedial or PPM works but are unable to gain agreed and pre-arranged access to the Affected Premises as a consequence of an act or omission of the Authority or the Authority's Guarding Supplier, subject to the Supplier having made all reasonable and lawful efforts to gain access and to paragraphs 7.3-7.5, the Supplier may recover any aborted costs consequent upon such access failure.
- 7.2 Where an access failure occurs as described in paragraph 7.1, a supplemental "child" Service Order" for abortive costs shall be raised on the Authority's CAFM System, referencing the original Service Order (the "parent" Service Order) to submit.

Framework Ref: RM6232

Project Version: v1.0

Model Version: v1.0

**Contract Schedule 4 (Service Orders and Projects)**

Call-Off Ref:

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- 7.3 To support such supplemental or child Service Order, the Supplier shall upload a full breakdown of its actual abortive costs with documentary evidence (including Subcontractor invoices). The Supplier must not include any estimated costs, costs of Plant and Materials, overhead or profit nor costs exceeding a maximum of 4 hours for costs associated with personnel and one day for any costs of plant or equipment. If work has been cancelled in advance by the Authority, the abortive costs claimed may only cover equipment hire costs for the first day of the planned works.
- 7.4 The Supplier may not recover any cost consequent upon an access failure arising from refusal by the Authority or the Authority's Guarding Supplier due to lack of compliance with the Competency Passport Scheme requirements (see Annex I, DWP Estates Competency Management Passport).
- 7.5 Where an access failure is a result of the Supplier's or its Subcontractors' failure to follow all correct planning, notification and escalation procedures, abortive costs shall not be payable by the Authority.
- 7.6 The Supplier shall be responsible for the provision of all data required to evidence their request for payment which shall be provided in writing to the Authority within 5 working days of the occurrence.
- 7.7 The Authority shall be the final arbiter on the level of repayment issued to the Supplier.



**Contract Schedule 5: Price List**

The Parties agree that the Pricing Matrix stored on the Client's JAGGAER system is the agreed live excel version of the Pricing Matrix contained within this schedule.

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**Contract Schedule 6 (Key Performance Indicators)**  
Call-Off Ref

## **Contract Schedule 6: Key Performance Indicators (Based on RM6232 COSC 14)**

### **Definitions**

<b>"At Risk %"</b>	means the percentage figure identified in the Performance Table;
<b>"At Risk Amount"</b>	means in respect of a Service Month, the amount calculated in accordance with Section 2 - Calculation of Monthly Value at Risk, of the Paymech Calc Overview tab of the Performance Table;
<b>Compensation for Persistent KPI failure</b>	has the meaning given to it in Paragraph 2.1.2 of this Contract Schedule 6;
<b>"Critical KPIs"</b>	means in relation to the relevant KPI, the letter "Y" has been inserted in column U (Failure denotes Critical Performance Failure) in Table 3 (Specific Measures) in the KPI Measures tab in the Performance Table;
<b>"Critical Performance Failure"</b>	means in respect of the relevant Critical KPI, a KPI Failure occurs in three (3) consecutive Service Months;
<b>"Exclusions"</b>	has the meaning given in Paragraph 5.2 of Contract Schedule 6 (Key Performance Indicators) and any references to <b>"Exclusion"</b> shall be construed accordingly;
<b>"KPI At Risk Amount"</b>	means in relation to a KPI in respect of a Service Month, the amount calculated in accordance with Paragraph 3.2 of Part A of Contract Schedule 6 (Key Performance Indicators);
<b>"KPI Category"</b>	means each of the categories in the columns headed "KPI Category" in the KPI Measures tab of the Performance Table;
<b>"KPI Category At Risk Amount"</b>	means in relation to a KPI Category in respect of a Service Month, the amount calculated in accordance with Paragraph 3.1 of Part A of Contract Schedule 6 (Key Performance Indicators);
<b>"KPI Credits"</b>	any KPI Credits calculated by reference to the Performance Table being payable by the Supplier to the Authority in respect of any failure by the Supplier to meet one or more KPIs;
<b>"KPI Failure"</b>	means a failure to meet the KPI Performance Measure and the Target Performance in respect of the relevant KPI;

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

<b>"KPI Performance Measures"</b>	means the performance measures in the columns headed "Measure Requirement" and "Measure Achievement Calculation" in the KPI Measures tab of the Performance Table and any references to "KPI Performance Measure" and " <b>KPI</b> " in this Contract shall be construed accordingly;
<b>"Maximum Number of Critical KPIs "</b>	the aggregate total of KPI Performance Measures that can be designated as Critical KPIs under this Contract in any Contract Year shall not exceed 5;
<b>"Maximum Number of KPI Performance Measures"</b>	the aggregate total of KPI Performance Measures permitted under this Contract in any Contract Year shall not exceed 16;
<b>"Maximum Number of SPI Performance Measures"</b>	the aggregate total of SPI Performance Measures permitted under this Contract in any Contract Year shall not exceed 45;
<b>"Performance Improvement Plan"</b>	has the meaning given to it in Paragraph 3.1 of Contract Schedule 6 (Key Performance Indicators);
<b>"Performance Improvement Plan Proforma"</b>	has the meaning given in Paragraph 3.2 of Contract Schedule 6 (Key Performance Indicators);
<b>"Performance Measures"</b>	a KPI Performance Measure and/or a SPI Performance Measure (as the context so requires) and references " <b>Performance Measure</b> " to shall be construed accordingly;
<b>"Performance Monitoring Reports"</b>	shall have the meaning in Paragraph 1.2 of Part B of Contract Schedule 6 (Key Performance Indicators);
<b>"Performance Review Meetings"</b>	shall have the meaning in Part B of Contract Schedule 6 (Key Performance Indicators);
<b>"Persistent KPI Failure"</b>	means the Supplier's actual performance against the KPIs falls to or below the standard to which Paragraph 5 of Part A of this Schedule 6 refers;
<b>"PIP Completion Date"</b>	means the target completion date set out in the Performance Improvement Plan for achieving: <ul style="list-style-type: none"> <li>(a) the KPI Performance Measure and associated Target Performance for the relevant KPI; and/or</li> <li>(b) the SPI Performance Measure and associated Target Performance for the relevant SPI;</li> </ul>

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

<b>"PIP Trigger Event"</b>	has the meaning given in Paragraph 3.1 of this Contract Schedule 6 (Key Performance Indicators);
<b>"PMPR Proposal"</b>	has the meaning given in Paragraph 1.1 of Part B of Contract Schedule 6 (Key Performance Indicators);
<b>"Ratchet"</b>	shall have the meaning in Part A of Contract Schedule 6 (Key Performance Indicators);
<b>"SMART"</b>	means in relation to a milestone in a Performance Improvement Plan, that each such milestone is:  (a) specific; and  (b) measurable; and  (c) achievable; and  (d) relevant; and  (e) timely;
<b>"SPI Category"</b>	means each of the categories in the columns headed "SPI Category" in the SPI Measures tab of the Performance Table;
<b>"SPI Failure"</b>	means a failure to meet the SPI Performance Measure and the Target Performance in respect of the relevant KPI;
<b>"SPI Performance Measure"</b>	means the performance measures in the columns headed "Measure Requirement" and "Measure Achievement Calculation" in the SPI Measures tab of the Performance Table and any references to "SPI Performance Measure" and <b>"SPI"</b> in this Contract shall be construed accordingly; and
<b>"Target Performance"</b>	means in relation to a Performance Measure the performance level the Supplier is required to achieve as identified in:  (a) column L (headed Target) in respect of a percentage target in either the KPI Measures tab or the SPI Measures tab in the Performance Table; and/or  (b) column N (headed Target) in respect of a non-percentage target in either the KPI Measures tab or the SPI Measures tab in the Performance Table.

**1 Key Performance Indicators**

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

- 1.1 The Supplier shall submit Performance Monitoring Reports to the Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Contract Schedule 6.
- 1.2 A KPI Credit shall be the Authority's exclusive financial remedy for a KPI Failure except where:
  - 1.2.1 the Authority exercises its rights in relation to a Service Failure under clause 43 of the Contract;
  - 1.2.2 the KPI Failure:
    - (a) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (b) results in the corruption or loss of any Government Data; and/or
    - (c) results in the Authority being required to make a compensation payment to one or more third parties;
  - 1.2.3 a Persistent KPI Failure occurs and/or the Authority is otherwise entitled to or does terminate this Contract pursuant to clause 90;
  - 1.2.4 the Authority is entitled to or does terminate this contract pursuant to clause 90 of the Contract; and/or
  - 1.2.5 the Authority is entitled to or does exercise its rights under or in relation to:
    - (a) clause 46 (Increased Monitoring) of the Contract;
    - (b) clause 94 (Service Exclusion) of the Contract;
    - (c) clause 47 (Remedial Adviser) of the Contract; or
    - (d) clause 48 (Step-in) of the Contract.

**2 Persistent KPI Failure**

- 2.1 On the occurrence of a Persistent KPI Failure:
  - 2.1.1 subject to Paragraph 5.3 of Part A of this Schedule, any KPI Credits that would otherwise have accrued during the relevant Service Month shall not accrue; and
  - 2.1.2 the Authority shall be entitled to withhold and retain as compensation a sum equal to any payment relating to the Persistent KPI Failure which would otherwise have been due to the Supplier in respect of that Service Month ("**Compensation for Persistent KPI Failure**"); and
  - 2.1.3 the Authority shall be entitled to:
    - (a) require the Supplier to prepare and submit a Rectification Plan and comply with its obligations under or in relation to clause 45 of the Contract; and/or
    - (b) appoint a Remedial Advisor in accordance with clause 47 of the Contract and the Supplier shall comply with its obligations under or in relation to clause 47,

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

provided that the operation of this Paragraph 2.1 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for Material Default.

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**3 Performance Improvement Plan**

3.1 Without prejudice to the Authority's rights pursuant to Paragraph 4 (Critical Performance Failures) of this Schedule, in the event that there is, or is reasonably likely to be:

3.1.1 a KPI Failure in the same KPI Category;

3.1.2 a KPI Failure of any Critical KPI; and/or

3.1.3 an SPI Failure in the same SPI Category,

in any two (2) consecutive Service Months (a "**PIP Trigger Event**") the Supplier shall notify the Authority of the occurrence of each and every PIP Trigger Event as soon as practicable but in any event no later than five (5) Working Days of the date of the relevant Performance Review Meeting and at the same time as providing such notice to the Authority the Supplier shall submit to the Authority an improvement plan (the "**Performance Improvement Plan**") setting out in sufficient detail so that it is reasonably clear to the Authority:

3.1.4 why the PIP Trigger Event has occurred (or is likely to occur); and

3.1.5 what steps the Supplier proposes to take to rectify the PIP Trigger Event and the PIP Completion Date on which the relevant PIP Trigger Event will be rectified such that the Supplier complies with its obligations under clause 53 of the Contract.

The Supplier shall ensure that the Performance Improvement Plan includes all information and data referenced in the Performance Improvement Plan Proforma.

3.2 The Performance Improvement Plan Proforma is set out below:

<b>Performance Improvement Plan Reference:</b>	Insert Unique Number
<b>Related Performance Measures:</b>	Insert relevant Performance Measures in relation to this Performance Improvement Plan
<b>Completed by:</b>	Supplier Contact name (with authority to implement the change)
<b>Root Cause Analysis</b>	<p>Identify key areas of underperformance that directly caused the PIP Trigger Event.</p> <p>For example, this could be lack of resource in a particular region, lack of specialist resource, sub-contractor underperformance, lack of equipment, holiday cover issues, Authority / Supplier interface, training etc</p> <p>Any evidence to be attached to the Performance Improvement Plan to support the analysis.</p>
<b>Supplier's plan to achieve Target Performance for the relevant Performance Measures</b>	Supplier Response (notes added for information and sufficient detail to enable the Authority to understand and track the Supplier's approach to



**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

	<p>achieving the Target Performance for the relevant Performance Measure).</p> <p>Identify method that the Supplier will use to improve the PIP Trigger Event such that performance of the relevant Performance Measures achieves Target Performance for the relevant Performance Measure by the PIP Completion Date.</p>
<b>Performance Improvement Plan milestones (no more than 8)</b>	<p>Supplier to develop SMART milestones which will improve the PIP Trigger Event over a period of (typically) 1-3 Months following the date on which the Performance Improvement Plan is submitted to the Authority.</p> <p>All Performance Improvement Plans must have the first milestone within the first two weeks commencing on the date the relevant Performance Improvement Plan was first submitted to the Authority.</p> <p>The PIP Completion Date.</p>
<b>Other Improvements the Authority should consider outside of the control of the Supplier</b>	<p>Identify other improvements that the Authority or sub-contractors of any tier of the Supplier could implement to improve the PIP Trigger Event (for discussion and agreement with the Authority).</p> <p>Note it will be at the sole and absolute discretion of the Authority whether these “other improvements” are implemented but as a minimum these should be discussed and considered at each Key Account Management Meeting (or Executive Level Key Account Management Meeting (as the case may be pursuant to the terms of Contract Schedule 15 (Governance)).</p>
<b>Improvements anticipated</b>	<p>The Supplier shall include 2-3 bullets identifying the main areas of improvement they expect to see based on their Performance Improvement Plan</p>

- 3.3 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to understand why the PIP Trigger Event has occurred (or is likely to occur) and/or to understand how the Supplier’s proposals will remedy the relevant PIP Trigger Event by the PIP Completion Date for the relevant Performance Improvement Plan.
- 3.4 Once the Supplier has submitted a Performance Improvement Plan to the Authority pursuant to Paragraph 3.1 above, the relevant Performance Improvement Plan shall be deemed agreed by the Authority unless, within five (5) Working Days of the actual date of submission of the Performance Improvement

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

Plan to the Authority by the Supplier, the Authority rejects the Performance Improvement Plan on one or more of the following grounds:

- 3.4.1 the Authority considers that the Performance Improvement Plan submitted by the Supplier will not contribute in any way to improving the performance of the relevant PIP Trigger Events; or
- 3.4.2 the Authority does not consider the milestones proposed by the Supplier in the relevant Performance Improvement Plan to be SMART.
- 3.5 The Supplier shall implement the terms of the Performance Improvement Plan and shall:
  - 3.5.1 Deliver each milestone in the relevant Performance Improvement Plan by the relevant date for each such milestone; and
  - 3.5.2 remedy the relevant PIP Trigger Event by the PIP Completion Date for the relevant Performance Improvement Plan so that the relevant Performance Measures are meeting their respective Target Performance levels.
- 3.6 The Supplier shall provide to the Authority updates each Month at the Performance Review Meetings on the Supplier's Delivery of the Performance Improvement Plan (including, without limitation):
  - 3.6.1 in relation to the milestones under the relevant Performance Improvement Plan; and
  - 3.6.2 whether the Authority (acting reasonably and in good faith) believes that the Supplier is on track to achieve Target Performance of the PIP Trigger Events by the relevant Performance Improvement Plan by the PIP Completion Date.
- 3.7 The Supplier acknowledges and agrees that the fact that the Supplier has complied with the Performance Improvement Plan shall not be a defence to an allegation that the Supplier has not remedied the relevant PIP Trigger Events by the relevant PIP Completion Date.
- 3.8 The rights and remedies contained in this Paragraph 3 (Performance Improvement Plan) are without prejudice to any other rights or remedies of the Authority under this Contract Schedule 6 (Key Performance Indicators) or the Contract.

**4 Critical Performance Failures**

- 4.1 In the event that there is, or is reasonably likely to be, a Critical Performance Failure the Supplier shall notify the Authority and the Authority may:
  - 4.1.1 exercise its rights under clause 46 (Increased Monitoring) of the Contract and the Supplier shall comply with its obligations under or in relation to that clause;
  - 4.1.2 require the Supplier to prepare and submit a Rectification Plan and comply with its obligations under or in relation to clause 45 of the Contract;
  - 4.1.3 appoint a Remedial Advisor in accordance with clause 47 of the Contract and the Supplier shall comply with its obligations under or in relation to that clause;

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

- 4.1.4 exercise its rights under clause 48 of the Contract and the Supplier shall comply with its obligations under or in relation to that clause;
- 4.1.5 exercise its rights under clause 90 of the Contract; and/or
- 4.1.6 exercise its rights under clause 94 (Service Exclusion) of the contract and the Supplier shall comply with its obligations under or in relation to that clause,

provided that the operation of this Paragraph 4.1 of this Schedule shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for Material Default.

**5 Permitted Exclusions**

5.1 Subject always to Paragraph 5.3, where the Supplier demonstrates to the reasonable satisfaction of the Authority that an instance of failure in relation to a Performance Measure in the relevant Month arose as the direct result of an Exclusion, such instance of failure shall be discounted for the purposes of evaluating the Supplier's performance against the required standard set out in the Performance Table in relation to the directly affected Performance Measures.

5.2 In this Paragraph 5 (Permitted Exclusions), Exclusion shall mean:

- 5.2.1 an Authority Cause directly causes the KPI Failure or the SPI Failure (as the case may be) in which case the Exclusion shall apply to all directly affected Performance Measures
- 5.2.2 KPI Failure or SPI Failure consequent upon any of the circumstances specified at Paragraphs 8.2, 8.4 or 10.2.1 (c) of Contract Schedule 18 subject to compliance with that Contract Schedule;
- 5.2.3 periods during which the Business Continuity and Disaster Recovery Plan has been invoked, in which case the Exclusion shall apply to all directly affected Performance Measures for the relevant Affected Premises PROVIDED ALWAYS THAT the Supplier shall not be entitled to relief under or in relation to this Paragraph 5.2.3 where the relevant Business Critical Event arises due to a Default by the Supplier or a Subcontractor;
- 5.2.4 periods during which a Force Majeure Event is subsisting, in which case the Exclusion shall apply to all directly affected Performance Measures for the relevant Affected Premises;
- 5.2.5 periods during which the Authority is taking Required Action pursuant to clause 48.1; and/or
- 5.2.6 where the terms of Paragraph 7 (Bedding-in Period) of this Schedule applies.

5.3 During any period excluded from measurement of the Supplier's performance of the required standard pursuant to this Paragraph 5 (Permitted Exclusions), the Supplier shall use all reasonable endeavours to adhere to the required standard and if it fails to do so such periods shall be taken into account when evaluating the Supplier's performance against the required standard in respect of the relevant Performance Measures as if the relevant Exclusion did not apply.

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**6 Changes to Performance Measures**

- 6.1 Not more than once in each Contract Year the Authority may, on giving the Supplier at least three (3) Months' notice:
- 6.1.1 change the weighting that applies in respect of one or more specific KPI Performance Measure; and/or
  - 6.1.2 convert one or more:
    - (a) KPI Performance Measures into:
      - (i) one or more Critical KPIs; or
      - (ii) one or more SPI Performance Measures; and/or
    - (b) SPI Performance Measures into one or more KPI Performance Measures or Critical KPIs (in which event the Authority shall also set out in the notice details of weighting and KPI Credits in respect of such new KPI Performance Measures or Critical KPIs (as the case may be)); and/or
  - 6.1.3 delete or replace any SPI Performance Measure or add new SPI Performance Measures.
- 6.2 The Supplier shall not be entitled to object to any changes made by the Authority under this Paragraph 7, or increase the Charges as a result of such changes provided that:
- 6.2.1 the total number of:
    - (a) KPI Performance Measures does not exceed the Maximum Number of KPI Performance Measures;
    - (b) Critical KPIs do not exceed the Maximum Number of Critical KPIs; and/or
    - (c) SPI Performance Measures does not exceed the Maximum Number of SPI Performance Measures,
 permitted under this Contract;
  - 6.2.2 the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and
  - 6.2.3 there is no change to the At Risk Amount.
- 6.3 The Authority may (but is not obliged to) invite the Supplier to submit its observations on the operation of the KPIs (including Critical KPIs) and SPIs in relation to the relevant Contract Year. In response to any such invitation issued by the Authority pursuant to this Paragraph 6.3, the Supplier may provide its observations on the operation of the KPIs (including Critical KPIs) and SPIs in the relevant Contract Year PROVIDED ALWAYS THAT the Authority shall not be obliged to accept any such observations provided by the Supplier to the Authority pursuant to this Paragraph 6.3 or otherwise.
- 7 Bedding-in Period**
- 7.1 Without prejudice to the rights and remedies of the Authority under this Contract, and subject always to Paragraph 5.3 (Permitted Exclusions) and the remainder of this Paragraph 7 (Bedding-in Period) where a KPI Failure occurs in relation to:

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

7.1.1 the Critical KPIs, during the period of three (3) Months commencing on the *starting date*; and

7.1.2 in relation to the remaining KPI Performance Measures during the period of six (6) Months commencing on *starting date*,

the Authority and the Supplier acknowledge and agree that KPI Credits shall not be deducted from amounts due to the Supplier under Contract Schedule 3 (Pricing Details) and this Contract Schedule during the relevant period in relation to the KPIs referenced in Paragraphs 7.1.1 and 7.1.2.

7.2 The Supplier acknowledges and agrees that it shall:

7.2.1 measure its performance against KPIs, Critical KPIs and SPIs; and

7.2.2 report on its performance against KPIs, Critical KPIs and SPIs to the Authority,

in accordance with the terms of Part B of this Contract Schedule 6 for the duration of the Service Month (including, without limitation during the applicable bedding-in period referred to in Paragraph 7.1 of this Contract Schedule 6).

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**Part A: KPIs and KPI Credits****1 KPIs****1.1** If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any KPI Performance Measure; or

1.1.2 is likely to cause or causes a Persistent KPI Failure to occur,

the Supplier shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Supplier immediately to take all preventative and/or remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a KPI Failure or Persistent KPI Failure from taking place or recurring;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process;

1.1.5 if a KPI Failure has occurred, deduct the applicable KPI Credits payable by the Supplier to the Authority; and/or

1.1.6 if a Persistent KPI Failure has occurred, exercise its right to:

(a) Compensation for Persistent KPI Failure; and/or

(b) such other rights as are permitted under or in relation to this Contract (including, without limitation, the right to terminate for Material Default).

**2 KPI Credits****2.1** The Authority shall use:

2.1.1 data and information:

(a) provided by the Integrator (or any replacement supplier performing or delivering all or part of the role or services of the Integrator); and/or

(b) collated by the Authority,

and relating to the Supplier's performance under or in relation to this Contract in the relevant Service Months; and

2.1.2 any relevant and appropriate mitigations identified and proposed by the Supplier to the Authority; and

2.1.3 the draft Performance Monitoring Reports supplied by the Supplier for Approval by the Authority,

to verify the calculation and accuracy of the KPI Credits, if any, applicable to each Service Month.

**2.2** KPI Credits are a reduction of the amounts payable in respect of the Service and do not include VAT. The Supplier shall off set the value of any KPI Credits against the appropriate invoice in accordance with the relevant calculation formula below.

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**3 KPI Credit Calculation****3.1 KPI Category At Risk Amount**

- 3.1.1 The KPI Category At Risk Amount shall be calculated as follows: for each KPI Category, the At Risk Amount shall be apportioned to it in accordance with the KPI Category Weightings in the column headed KPI Weighting in the KPI Table 2 of the KPI Measures tab of the Performance Table.

**3.2 KPI At Risk Amount**

- 3.2.1 The KPI At Risk Amount shall be calculated as follows: the KPI Category At Risk Amount that applies to the KPI Category in which the relevant KPI resides, shall be further apportioned in accordance with the KPI Measure Weightings in the column headed Measure Weighting in Table 3. Measures of the KPI Measures tab of the Performance Table.

**3.3 KPI Credit**

- 3.3.1 The KPI Credit to be applied to a KPI in a Service Month for a KPI Failure shall be calculated in accordance with the KPI Measures tab of the Performance Table by:

- (1) deducting from 100% the actual standard of performance (as a percentage, calculated using the Scoring Scales tab of the Performance Table) achieved by the Supplier against the KPI Performance Measure in that Service Month; and
- (2) multiplying the resultant percentage by the KPI At Risk Amount.

**4 KPI Credit Ratchet**

- 4.1 A ratchet will apply to the calculation of KPI Credits for frequent and repeated KPI Failures ("**Ratchet**").

- 4.2 The Ratchet will be applied to the calculation of KPI Credits if one or both of the following circumstances occur:

- 4.2.1 KPI Failures occur in relation to any one or more of the KPIs comprised in the same KPI Category in consecutive Service Months; and/or
- 4.2.2 KPI Failures occur in relation to any one or more of the KPIs comprised in the same KPI Category in any four (4) or more of the immediately preceding twelve (12) Service Months.

- 4.3 The value of the Ratchet and when it is to be applied pursuant to Paragraph 4.2, is set out in the Annex A- Perf Ded\_Adj tab of the Performance Table.

- 4.4 When the Ratchet is to be applied, the relevant KPI Credit shall be the number of KPI Credits that would normally accrue for an initial KPI Failure multiplied by the value of the Ratchet, for example:

- 4.4.1 if a KPI Failure in respect of any one or more KPIs comprised in the same KPI Category occurs in two (2) consecutive Service Months, the KPI Credits for each of the KPI Failures in the second of such Service Months will be 1.5 times the KPI Credit that would have been applicable to them for an initial KPI Failure (refer to table 1 in 4.4.3); and

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

4.4.2 if a KPI Failure in respect of any one or more KPIs comprised in the same KPI Category occurs in any four (4) Service Month in the immediately preceding twelve (12) Service Months, the KPI Credits for each of the KPI Failures in that fourth Service Month will be 1.75 times the KPI Credit that would have been applicable to them for an initial KPI Failure (refer to table 1 in 4.4.3).

4.4.3 The Ratchets to be applied are set out in the table below:

<b>Table 1: RATCHET OPTIONS</b>	<b>Ratchet Value</b>	<b>Consecutive Failure (Number of Months)</b>	<b>Failure over a 12 Month Rolling Period (Number of Months)</b>
Default	1		
Ratchet 1	1.5	2	3
Ratchet 2	1.75	3	4,5
Ratchet 3	2	4	6,7,8,9,10,11,12

4.5 If more than one Ratchet applies to a KPI Failure in the same Service Month, the Ratchet resulting in the higher KPI Credit will be used.

4.6 Nothing in this Contract shall delay or prevent the Authority from using or applying any unused proportion of the At Risk Amount (whether in whole or in part) in the relevant Service Month to the calculation of the Ratchet to be applied to any KPI Credits in respect of one or more KPI Failures in any other KPI Category in the same Service Month.

## **5 Persistent KPI Failure**

5.1 A Persistent KPI Failure shall arise when one or both of the following takes place:

5.1.1 a KPI Failure in respect of any one or more of the KPIs comprised in the same KPI Category occurs in five (5) consecutive Service Months;

5.1.2 a KPI Failure in respect of any one or more of the KPIs comprised in the same KPI Category occurs in any seven (7) Service Months in the immediately preceding twelve (12) Service Months.

5.2 A Persistent KPI Failure shall constitute a Material Default of this Contract by the Supplier.

5.3 The Supplier acknowledges and agrees that the Authority shall be entitled to claim KPI Credits (including any Ratchet applied pursuant to Paragraph 4 of this Part) as follows:

5.3.1 in relation to Paragraph 5.1.1 of this Part, in respect of each of the four (4) Service Months immediately preceding the fifth (5<sup>th</sup>) consecutive Service Month;



**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

- 5.3.2 in relation to Paragraph 5.1.2 of this Part, in respect of each of the preceding six (6) Service Months forming part of the calculation of a Persistent KPI Failure pursuant to Paragraph 5.1.2 of this Part; and
- 5.3.3 where the Authority decides (in its absolute discretion) not to pursue its rights under this Paragraph 5 in relation to a Persistent KPI Failure in the relevant Service Month PROVIDED ALWAYS THAT the exercise of any such discretion shall not be deemed or otherwise considered to be a waiver of the Authority's rights in relation to the relevant Persistent KPI Failure.

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**Annex A to Part A – KPI\_Paymech Model**

The Parties agree that the KPI Paymech Model stored on the Client's JAGGAER system is the agreed live excel version of the KPI Paymech Model contained within this Annex A to Part A.

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

**Part B: Performance Monitoring****1 Performance Monitoring and Performance Review**

1.1 During the Mobilisation Period the Authority shall provide the Supplier with details of how the process in respect of the monitoring and reporting of KPIs and SPIs will operate between the Parties (the "**PMPR Proposal**"). The Supplier shall respond with comments to the Authority on the PMPR Proposal within twenty (20) Working Days of the date on which the Authority first sends the PMPR Proposal to the Supplier. The Parties will endeavour to agree the PMPR Proposal within ten (10) Working Days of receipt of the Supplier's response to the PMPR Proposal. Where:

1.1.1 the Supplier does not respond with comments to the Authority on the PMPR Proposal within twenty (20) Working Days of the date on which the Authority first sends the PMPR Proposal to the Supplier, the Supplier shall be deemed to have agreed the PMPR Proposal; or

1.1.2 the:

(a) Supplier does respond with comments to the Authority on the PMPR Proposal within twenty (20) Working Days of the date on which the Authority first sends the PMPR Proposal to the Supplier; and

(b) Parties are unable to agree the PMPR Proposal within ten (10) Working Days of receipt of the Supplier's response to the PMPR Proposal,

the Supplier acknowledges and agrees that the Authority may, in its absolute discretion determine and confirm to the Supplier the details of how the process in respect of the monitoring and reporting of KPIs and SPIs will operate between the Parties under this Contract.

1.2 The Supplier shall provide the Authority with performance monitoring reports in the same format as that in the Performance Table ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Contract Schedule 6 (Key Performance Indicators) which shall contain, as a minimum, the following information in respect of the relevant Service Month just ended:

1.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Month;

1.2.2 a summary of all failures to achieve KPIs that occurred during that Service Month;

1.2.3 details of any KPI Failures;

1.2.4 for any Persistent failures, actions taken to resolve the underlying cause and prevent recurrence;

1.2.5 the KPI Credits to be applied in respect of the relevant Service Month indicating the KPI Failures and KPIs to which the KPI Credits relate; and

1.2.6 such other details as the Authority may reasonably require from time to time.

1.3 In addition to the information to be provided by the Supplier pursuant to Paragraph 1.2 of this Part B, the Supplier shall (at the same time and at no additional cost or

**Contract Schedule 6 (Key Performance Indicators)**

Call-Off Ref

expense to the Authority) provide to the Authority the equivalent information in relation to the performance of the relevant Subcontractor under or in relation to each Sub-contract to the Authority. Such information on Subcontractor performance shall be discussed and considered at each Key Account Management Meeting (or Executive Level Key Account Management Meeting (as the case may) be pursuant to the terms of Contract Schedule 15 (Governance).

- 1.4 The Parties shall attend meetings to discuss Performance Monitoring Reports and any Performance Improvement Plans ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Authority of the

1.4.1 data and information provided by the Integrator (or any replacement supplier performing all or part of the role of the Integrator) relating to the Supplier's performance in the relevant Service Months; and

1.4.2 any mitigations proposed by the Supplier; and

1.4.3 the draft Performance Monitoring Reports supplied by the Supplier for Approval by the Authority.

- 1.5 The Performance Review Meetings shall:

1.5.1 take place in the Month following the relevant Service Month on such date as agreed by the Parties during the Mobilisation Period (acting reasonably and in good faith) and at such location and such time (within normal business hours) as the Authority shall reasonably require. The Supplier acknowledges and agrees that the Authority reserves the right (in its absolute discretion) to vary or amend the frequency, locations and timings of Performance Review Meetings and such variation or amendment shall not be a compensation event under this Contract;

1.5.2 be attended by the Supplier Authorised Representative and the Authority Authorised Representative; and

1.5.3 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 Authority Authorised Representative and any other recipients agreed at the relevant meeting.

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

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

**Contract Schedule 7 (Mobilisation Services)**  
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## **Contract Schedule 7: Mobilisation Services (based on RM6232 COSC 13)**

### **1. MOBILISATION OVERVIEW**

- 1.1 The Supplier undertakes all required activities to achieve Mobilisation pursuant to the accepted Mobilisation Plan.
- 1.2 This Mobilisation Services Schedule outlines Mobilisation Deliverables to achieve Mobilisation of all supporting work packages, schedules and all supplementary tender documentation but the Supplier's obligations are not limited to these specific requirements. It is the Supplier's responsibility to review and identify all the required activities to ensure successful Mobilisation.
- 1.3 This Schedule outlines key activities including but not limited to the formation and agreement of the Mobilisation Plan and delivery of Mobilisation.
- 1.4 Annex 1a sets out Authority Critical Milestones, which the Supplier is required to incorporate into its Mobilisation Plan. The Supplier is required to identify all Mobilisation activities (including Authority Critical Milestones) required to implement the organisation structure, ways of working, systems, processes, procedures and policies for Mobilisation of all the Services.

### **2. THE MOBILISATION PLAN**

- 2.1 The draft Mobilisation Plan shall be provided by the Supplier as part of its tender response. A revised Mobilisation Plan shall be submitted to the Authority 10 working days after the Mobilisation Start Date for acceptance by the *Service Manager* within the timescales stated in clause 33.3 of the *conditions of contract*. The Mobilisation Plan is revised regularly in accordance with clause 33 of the *conditions of contract*.
- 2.2 The Mobilisation Plan shall include Mobilisation Deliverables to be Achieved and included in Contract Schedule 5: Price List in the "Mobilisation Tab" against which the Supplier will be paid during the Mobilisation Period.
- 2.3 Mobilisation Deliverables are to be achieved by the Milestone Date for each Mobilisation Deliverable. Milestone Dates are not changed save where the *Service Manager* agrees a change in accordance with clause 33.5 of the *conditions of contract*.
- 2.4 Where the *Service Manager* considers that a Mobilisation Deliverable has been Achieved the *Service Manager* issues a Satisfaction Certificate (where applicable).
- 2.5 Where the *Service Manager* considers that the Mobilisation Deliverable has not been Achieved the *Service Manager* notifies the Supplier accordingly with reasons.
- 2.6 The Mobilisation Plan (submitted for acceptance) shall identify and/or provide:
  - 2.6.1 proposed Mobilisation Deliverables and due dates required for each Mobilisation Deliverable (in accordance with the outlined Mobilisation Plan Minimum Template Requirements in Table 1 Annex 1b);
  - 2.6.2 Milestone Dates against each Mobilisation Deliverable;
  - 2.6.3 Authority Critical Milestones;

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- 2.6.4 Critical Path Milestones;
- 2.6.5 make reference to all associated work packages and service elements within the scope of the Mobilisation Plan;
- 2.6.6 all information in sufficient a level of detail to demonstrate the effective planned management of the Mobilisation Period;
- 2.6.7 timescales for the development of a Business Continuity and Disaster Recovery plan;
- 2.6.8 such further information as the Authority may otherwise require;
- 2.6.9 all dependencies known to, or which should reasonably be known to, the Supplier and how they have been taken account of; and
- 2.6.10 any Authority Responsibility.
- 2.6.11 timelines to develop and implement all reporting data feeds into the Authority's CAFM System as outlined in Contract Schedule 2: Scope, Work Package A Contract Management – Annex A Standards and Processes SA9 and Annex F Reporting Requirements;
  - (a) Reportable incidents;
  - (b) Real time reporting;
  - (c) Expert analysis reports;
  - (d) Ad hoc reporting requirements;
  - (e) Self-service reporting capability;
  - (f) Performance measurement and reporting;
  - (g) Risk management;
  - (h) Plans of each building comprised in the Affected Property; and
  - (i) Framework MI reporting.
- 2.7 Where the Supplier identifies an Authority Responsibility in the Mobilisation Plan, linked to the delivery of a Mobilisation Deliverable, the Supplier identifies the time by which the Authority is required to act and the potential impact on Mobilisation if such responsibility is not addressed. The Authority may reject a Mobilisation Plan which includes a proposed Authority Responsibility where it considers that the proposed Authority Responsibility does not identify a matter which is the responsibility of the Authority or that achievement of the Mobilisation Deliverable is not dependent upon the proposed Authority Responsibility.
- 2.8 The Supplier must provide a detailed written statement of strategy for achieving Mobilisation by the *starting date* building on the Supplier's strategy articulated in Further Competition in accordance with Annex 1C.

**3. MOBILISATION PROCESS**

- 3.1 The Supplier shall:
  - 3.1.1 notify the Authority of the appointed Supplier mobilisation lead 5 Working Days after the start of the Mobilisation Period. This Supplier mobilisation lead shall be responsible for the management of the Mobilisation Period,

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- to ensure that the Mobilisation Period is planned and resourced adequately, and will act as a point of contact for the Authority;
- 3.1.2 submit a draft Governance Plan which outlines governance at a programme and workstream level. This plan should include meeting terms of reference, attendees, reporting and cadence.
  - 3.1.3 Detail how it will work with the Incumbent Supplier, the Integrator, other Authority Supply Chain Members (ASCMs), and the Authority's Representative to capture all key dependencies, interdependencies and risks/issues associated with the transition of the Contract;
  - 3.1.4 Work with the Incumbent Supplier, the Integrator, ASCMs and Authority to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 3.1.5 submit a draft communications plan with its Mobilisation Plan, including the frequency, responsibility for and nature of communication with the Authority and all affected stakeholders for Approval;
  - 3.1.6 Produce a draft Mobilisation Plan report for acceptance detailing each building comprises the Affected Property to encompass programmes that will fulfil all the Authority's obligations to landlords and other tenants. The format of reports and programmes shall be in accordance with the Authority's requirements and particular attention shall be paid to understanding the operating requirements of the occupiers when preparing these programmes which are subject to the Authority's approval; and
  - 3.1.7 Provide each of the Mobilisation Deliverables identified in the Mobilisation Plan by the date assigned to that Mobilisation Deliverable in the Mobilisation Plan, to ensure that each Mobilisation Deliverable identified in the Mobilisation Plan is Achieved on or before its Milestone Date;
  - 3.1.8 Manage and report progress against the Mobilisation Plan, agreeing the cadence and output during the Mobilisation Period with the Authority;
  - 3.1.9 provide data and evidence to enable the Authority to monitor Supplier performance against the Mobilisation Plan, Mobilisation Deliverables and Milestone Dates. The Supplier acknowledges the Authority may also use data and evidence from ASCMs and Authority stakeholders;
  - 3.1.10 prepare and submit for acceptance within 10 Working Days of the Mobilisation Start Date and maintain throughout the Mobilisation Period in conjunction with the Authority, a Mobilisation risk actions, issues and decisions register which is aligned to the Authority approach to risk, and details how risks, actions, issues and decisions will be communicated effectively to the Authority in order to mitigate them;
  - 3.1.11 regularly review and submit for acceptance revisions to the Mobilisation Plan to reflect progress, risk mitigation measures and any deviations from the date Mobilisation Deliverables are required to be provided. Changes to the Mobilisation Deliverables or assigned dates within the Mobilisation Plan shall not be made without the *Service Manager's* acceptance of the proposed change in accordance with the Contract.
  - 3.1.12 attend Mobilisation progress meetings (at such frequency as is required by the Authority) in accordance with Authority's requirements.

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Mobilisation meetings shall be chaired by the Authority (unless agreed otherwise) and all meeting minutes and actions shall be kept and published by the Supplier, issued electronically and stored on a central SharePoint location specified and supplied by the Authority; and

- 3.1.13 produce detailed Police URN transfer plans for review and agreement with the Authority. The Police URN transfer plans are to demonstrate how the Police URN's will be transferred from the Incumbent Supplier to the Supplier. The Supplier must work closely with the Incumbent Supplier and the Authority to ensure the transfer is managed without any failures and meets all Police Forces Requirements and all Police and administration costs.
- 3.1.14 prepare detailed plans for the transfer of passwords and codes for security systems Mobilisation to ensure the Supplier is able to complete all relevant maintenance activities taking into account the de-mobilisation plan from the Incumbent Supplier to ensure handover of all information required is included, strictly adhering to the Authority data transfer policies and procedures, to ensure the safe transfer of data. The Supplier shall include the following and any other passwords, usernames and codes required to complete the transfer:
  - (a) transfer of all passwords, codes and key management systems. information
  - (b) intruder alarm, fire alarm and BMS System local engineer code and remote engineer code transfers
  - (c) CCTV logon details for local and remote access
  - (d) access control details for local and remote access
- 3.1.15 ensure that all risks associated with the Mobilisation Period are mitigated to ensure a seamless change of control between the Incumbent Supplier and the Supplier of the services to be provided under this Contract;
- 3.1.16 liaise with the Incumbent Supplier and ASCMs to enable completion of Mobilisation; and
- 3.1.17 Mobilise all the Services prior to the *starting date*.

**4. INTERACTION WITH STAKEHOLDERS DURING THE MOBILISATION PERIOD****4.1 The Supplier shall:**

- 4.1.1 Provide a detailed mobilisation organisation structure (including Subcontractors utilised to support Mobilisation) 5 working days after the Mobilisation Start Date;
- 4.1.2 clearly outline planned mobilisation activities and site attendances, working with the Authority and ASCMs to coordinate effectively and plan visits;
- 4.1.3 seek Authority agreement to required visits to the Affected Property during the Mobilisation Period;
- 4.1.4 undertake routine examinations and inspections of all Authority Premises (unless instructed otherwise by the Authority) during the Mobilisation



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- Period and validate the Services that it will provide for each of the Authority Premises or co-location (shared premises with other tenants) from the *starting date*;
- 4.1.5 familiarise itself with all of the Authority Premises and the needs of each building or co-location users across the entire portfolio of Affected Property before the *starting date*;
  - 4.1.6 ensure that it is appropriately equipped to deal with the level of stakeholder management required, to include, but not limited to;
    - (a) Effective liaison with stakeholders;
    - (b) Reporting requirements outlined in Contract Schedule 2: Scope, Work Package A Contract Management – Annex A Standards and Processes SA9 and Annex F Reporting Requirements (but not limited to);
    - (c) Co-ordination and provision of Services;
    - (d) Contract Governance; and
    - (e) Management and resolution of stakeholder issues
  - 4.2 Further details of the stakeholder management requirements may be provided during the Mobilisation Period.
  - 4.3 The Supplier shall ensure that all the necessary arrangements to allow continuous operation of Authority Premises by the building users are in place by the *starting date*.

**5. MOBILISATION SERVICES**

- 5.1 The following section sets out provisions supplemental to the *conditions of contract* in relation to key elements of Mobilisation.

**5.2 Mobilisation**

- 5.2.1 Mobilisation should be complete prior to the *starting date* (unless extended by the *Service Manager*).
- 5.2.2 The Supplier shall produce a Mobilisation Plan which delivers 100% of Mobilisation Deliverables outlined in Annex 1a (Authority Critical Milestones) within the agreed required Milestone Date. This includes, but is not limited to Milestones for;
  - (a) Mobilisation Governance
  - (b) Business Continuity and Disaster Recovery
  - (c) Service Delivery
  - (d) Asset Management
  - (e) Compliance, Health & Safety
  - (f) Systems, Helpdesk and Reporting
  - (g) People and Staffing

**Contract Schedule 7 (Mobilisation Services)**

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- (h) Service Improvement
- 5.2.3 During the Mobilisation Period:
- (a) the Incumbent Supplier shall remain fully responsible for existing maintenance services until the *starting date* or as otherwise formally agreed with the Authority; and
  - (b) the Authority will inform the Supplier of interface requirements with the relevant ASCMs for carve out services where the Supplier is required to agree process flows and ways of working with Water Hygiene Specialist, Fire Specialist, Lift Specialists, Asbestos Management Specialists and the Security Control Centre.
  - (c) the Supplier shall:
    - (i) work cooperatively and in partnership with the Authority, Incumbent Supplier, and any other Authority Supply Chain Members (ASCMs), where applicable, to understand the scope of required services to ensure a mutually beneficial handover to the Supplier.
    - (ii) identify all required decisions, agreements and activities required to successfully mobilise all Services and Work Packages (Contract Schedule 2 – Scope)
    - (iii) work with the Authority and the Integrator to ensure its systems milestones support timely integration to the Authority's CAFM System, optimising service delivery and ensuring no disruption to the *service*;
    - (iv) be responsible for integration of all appropriate data feeds, linked to the Supplier's service delivery model, necessary to enable integrated reporting;
    - (v) implement all Authority approved working practices, policies, procedures, and methods to fulfil all the requirements of the Contract, in a safe, compliant and timely manner;
    - (vi) prepare and submit within 20 Working Days of the Mobilisation Start Date draft Service Delivery Plans for Authority acceptance, each Service Delivery Plan should meet the Authority's requirements describing its approach to providing the required Services;
    - (vii) submit the finalised Service Delivery Plans in accordance with the Mobilisation Deliverables
      - (A) Contract Management
      - (B) Soft Facilities Management Services
      - (C) Hard Facilities Management
      - (D) Health & Safety
      - (E) Data and Systems
      - (F) Sustainability
      - (G) Social Value
      - (H) Projects
    - (viii) develop and submit a change management plan for acceptance by the Authority;

**Contract Schedule 7 (Mobilisation Services)**

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- (ix) submit its Business Continuity Plan in accordance with Contract Schedule 23 at the time for delivery stated in the accepted Mobilisation Plan and
- (x) develop and agree an ISO quality Audit programme with the Authority in accordance with Contract Schedule 2: Scope, Work Package A, 'Service A12 – Quality Management Systems showing registration body inspection visits, Audit, Supplier assessor visits and audits to be delivered by independent bodies.

**5.3 Selection and Management of Subcontractors**

- 5.3.1 The Supplier shall provide to the *Service Manager* a report which evidences the Supplier's evaluation and selection procedure to support the Supplier's preferred Subcontractors (requiring *Service Manager* approval in accordance with the *conditions of contract*).
- 5.3.2 The Supplier shall provide the Authority a Subcontractor scope of services report which includes the following information to allow the Authority to determine the effectiveness of the subcontractor management approach taken by the Supplier;
  - (a) detail of scope of services and the name of each Subcontractor being utilised for those scope of services;
  - (b) Subcontractor delivery resource qualifications and accreditations to outline competency;
  - (c) ISO accredited systems & processes such as ISO45001;
  - (d) contractual flow down agreement in place with each Subcontractor and its overall contribution to each KPI;
  - (e) performance management systems;
  - (f) contingency planning process to manage capacity breaches;
  - (g) Supplier's termination processes; and
  - (h) details of how the Supplier will initially assess and continuously audit and assure competency.
- 5.3.3 The Supplier shall submit a draft Supplier performance management process and plan, including pre-determined performance levels and a balance scorecard template outlining each Subcontractor's contribution to overall KPIs and SPIs and the criteria and parameters that may initiate termination and management of that process.

**5.4 Security and Vetting**

- 5.4.1 The Supplier shall;
  - (a) inform itself as to the lead-in periods for necessary security clearance and ensure that all Supplier Staff and Subcontractors have the necessary security clearance in place before the *starting date*.

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- (b) ensure that the Mobilisation Plan includes Services. Refer to Contract Schedule 2: Scope, Work Package A Contract Management – Service A3 and Contract Schedule 19 (Background Checks) for further detail regarding the Authority's policies and clearance
- (c) ensure that all Supplier Staff and Subcontractors do not access the Authority's IT systems, or any IT systems linked to the Authority's, unless they have satisfied the Authority's security requirements, including all security screening requirements. The Supplier shall be responsible for providing all necessary information to the Authority to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Authority and Contract requirements.
- (d) provide the names of all Supplier Staff and Subcontractors and inform the Authority of any alterations and additions as they take place throughout the Contract.
- (e) ensure that all Supplier Staff and Subcontractors requiring access to the Authority Premises have the minimum requirements of BPSS or a higher level of clearance if stated otherwise. It is the Supplier's responsibility to manage and track that all Subcontractors have the correct level of clearance for access. The Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services where Subcontractors do not have the required level of clearance
- (f) ensure that if an Authority Premise requires Supplier Staff or Subcontractors to be accompanied by the Authority's Representative, the Authority must be given reasonable notice of such a requirement, except in the case of emergency access.

**5.5 Cutover Plan and Delivery**

- 5.5.1 The Supplier and Authority will agree the Cutover services during the Mobilisation Period, working closely with the Incumbent Supplier to interface its Exit Plan deliverables. Ensuring a smooth service delivery transition between the exit and cutover planning.
- 5.5.2 Cutover Deliverables (activities and volumes which can only be validated upon exit of the Incumbent Supplier) and target completion deadlines will be agreed with the Authority following a review with the Authority within the first 10 working days of the Mobilisation Start Date.
- 5.5.3 During the Mobilisation Period, the Supplier shall:
  - (a) work with the Incumbent Supplier, ASCMs and Authority to establish the volumes associated with Contract Schedule 2: Scope, Annex T, Backlog Clearance Project statement of requirements.
  - (b) establish a dedicated Cutover delivery team and supply chain independent from its BAU team and supply chain with an approved organisation structure for the Cutover Delivery Team in post by month two of the Mobilisation Period to deliver the Cutover

**Contract Schedule 7 (Mobilisation Services)**

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Deliverables outlined in paragraphs 5.5.3 c-k by the Milestone Date for the same. The Supplier shall ensure that such Mobilisation Deliverables, do not impact BAU delivery of the Services where the Milestone Date runs in parallel with the commencement of the Service Period

- (c) identify a solution to transition ownership and delivery of any backlog PPM WOs which were not delivered by the Incumbent Supplier and required to be delivered at the starting date. The Authority shall use reasonable endeavours to minimise the volume of backlog PPM to be transferred to this Contract.
- (d) review Statutory PPM compliance documentation for WOs that were delivered by the Incumbent Supplier prior to the *starting date*, highlighting statutory remedial actions required where the remedial actions were not raised through the CAFM system. The Supplier shall raise any identified remedial action through the Work Order management process.
- (e) identify a solution to transition ownership and delivery of any backlog Remedial tasks which were not delivered by the Incumbent Supplier but are still required upon the *starting date*. The Authority shall use reasonable endeavours to minimise the volume of Cutover Remedial Works in the legacy / to be transferred to this Contract.
- (f) identify a solution to transition ownership and delivery of any Cutover Reactive Maintenance Works which were not delivered by the Incumbent Supplier but are still required at the *starting date*. The Authority shall use reasonable endeavours to minimise the volume of Cutover Reactive Maintenance Works tasks to be transferred to this Contract.
- (g) identify a solution to transition delivery of any temporary services being provided by the Incumbent Supplier prior to the *starting date*. These provisions include but are not limited to temporary heating, cooling and hot water;
- (h) develop a programme to identify a solution to transition ownership and delivery of any Service Orders. The Authority will use reasonable endeavours to minimise the volume of Cutover Service Orders to be transferred to this Contract;
- (i) work with the Authority and the Authority's Lift Consultancy Supplier to develop a programme to test the function of lift alarms and re-programme all auto-diallers lift telephones and communications devices so that the first telephone number to be used is the Authority helpdesk and the second number is the Supplier's 24-hour call out facility unless otherwise agreed.
- (j) provide a proposed plan for the management of Asset data change during the Mobilisation Period. This shall include a period of Asset data change freeze by the Incumbent Supplier and the subsequent processing of the outstanding change by the Supplier following the *starting date*.

**Contract Schedule 7 (Mobilisation Services)**

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- (k) Identify and develop a programme for any outstanding divestment and acquisition activities not completed by the Incumbent Supplier in advance of the *starting date*.

**5.6 Data Validation**

5.6.1 The Supplier shall be responsible for undertaking a Data Validation Audit of the Due Diligence Information during the Mobilisation Period across all the Authority's Premises to ensure that potential errors, inaccuracies, or omissions in the data issued by the Incumbent Supplier are identified. The activities shall include but not be limited to:

- (a) a review of the Incumbent Supplier's PPM plan to ensure alignment with the requirements of SFG20 and the Authority's Equipment maintenance standards, confirm frequencies, ensure all required PPMs are in the plan, remove any PPMs in the plan that are no longer required and optimise the PPM schedule to manage coinciding PPMs on the same Asset/asset family.
- (b) An assessment of all SFG20 'OU' tasks, a determination of the frequency of these tasks and inclusion in the PPM plan in accordance with DWP Estates Management of Statutory Compliance and PPMs.
- (c) a review on the accuracy levels of statutory certification and compliance reported by the outgoing Supplier;
- (d) a review of the Service Matrix requirements, outlining responsibilities associated with all Authority Landlord and Lease Management requirements, memorandum of terms of occupancy (MOTO) agreements and / or tenants of the Authority Premises requirements to ensure they are accurately reflected within the PPM schedules;
- (e) a review of the PPM tasks not covered under / by SFG20 (e.g. bespoke SFG20 task schedules, tasks managed in accordance with best practice guidelines, Authority defined PPM specifications and / or to meet manufacturer's recommendations) to ensure they are accurately captured within the CAFM system and have been assigned the appropriate bespoke PPM regimes to guarantee statutory compliance;
- (f) a review of all PPM activities associated with existing warranties to ensure the requirements are accurately captured within the CAFM system and have been assigned the appropriate bespoke PPM regime to avoid any potential risk of negating existing warranties and to guarantee statutory compliance.
- (g) a review of the Authority's PPM, reactive work and projects backlogs.

5.6.2 Upon completion of the Data Validation Audit, the Supplier shall produce and submit a Data Validation Report detailing findings and actions required to ensure compliance with the Authority's statutory and/or insurance obligations. This shall include detailed proposals on the management of backlogs where they exist. The submission date for this report will be agreed during the Mobilisation Period. The Supplier shall

**Contract Schedule 7 (Mobilisation Services)**

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include costs for the provision of this Data Validation Audit within its Contract Schedule 5: Price List in the "Mobilisation Tab".

**5.7 Asset Verification**

- 5.7.1 The Supplier shall undertake a programme of Asset Verification Audits of the Due Diligence Information data during the Mobilisation Period across all Authority Premises to ensure that potential errors, inaccuracies or omissions in the Asset data, versus the Authority's specification of asset data structure and core data fields (as defined in Contract Schedule 2: Scope Annex K), are identified.
- 5.7.2 During the Mobilisation Period, the Supplier shall Submit to the Authority for acceptance:
  - (a) a programme of audits across Authority Premises;
  - (b) its methodology for how the Supplier will deploy its allocated resources to deliver the audits;
  - (c) details of the depth and nature of the Audits (e.g. intrusive) and the minimum information to be captured by the Supplier during the audit;
  - (d) details of its priorities, including any set by the Authority, to be captured within the proposed audit programme; and
  - (e) the reporting formats to be applied.
- 5.7.3 The Supplier is required to classify asset data according to the latest version of Uniclass 2015 for mechanical and electrical assets and RICS New Rules of Measurement 3 (NRM3) for fabric assets. The Incumbent Supplier's asset database will be structured in a different hierarchy on Mobilisation so the Supplier is required to re-classify all data during the Asset Verification Audits and load this data classification model in the Supplier CAFM System and Authority CAFM System during the Mobilisation Period.
- 5.7.4 During the Asset Verification Audits, the Supplier shall assess the extent to which assets are appropriately physically tagged (in accordance with the requirements in document Contract Schedule 2: Scope Annex K). The Supplier shall provide a report to the Authority on asset tagging status and shall develop a plan to remedy any defects omissions or mistakes in compliance with Contract Schedule 2: Scope Annex K over a 12-month period post mobilisation. The cost of this remedy shall be limited to the cost of the tags.
- 5.7.5 During the Mobilisation Period, the Authority and Supplier will agree, with the Authority giving final approval on the Supplier's programme and target completion date of the Asset Verification programme and expected timelines for the submission of subsequent output reports. The Supplier, during delivery of the Asset Verification programme, shall report on progress weekly to the Authority.
- 5.7.6 Upon completion of the Asset Verification Audit, the Supplier shall produce and submit an Asset Verification Report detailing findings and

**Contract Schedule 7 (Mobilisation Services)**

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remedial action required to ensure a full and accurate register and compliance with the Authority's statutory and/or insurance obligations. The Supplier shall include a breakdown of costs for the provision of this Asset Verification Audit within the "Contract Schedule 5: Price List in the "Mobilisation Tab".

- 5.7.7 Where the Authority agrees the content of the Data Validation Report and/or the Asset Verification Report the *Service Manager* shall notify the Supplier accordingly and confirm whether the Authority's agreement is a compensation event. The Supplier shall produce an Asset Verification Rectification Plan and may submit a quotation for a compensation event for the cost of PPM and Reactive Maintenance Works associated with any changes in the volumes or type of assets leading to changes in the quantities of work or changes in the composition of work. Changes in the volumes of assets shown in the Pricing Matrix (Price List) are assessed in accordance with clause 63.1 and other changes are assessed under clause 63.2. Upon acceptance of a quotation for the compensation event, the work will be managed by the Supplier in accordance with the priorities and timeframes agreed with the Authority. All works shall be recorded within and managed via the Authority's CAFM system.
- 5.7.8 The Supplier shall ensure that where the Asset Verification Audit identifies data inaccuracies which have the potential to impact on health and safety, the Authority's operations and/or levels of statutory compliance at/across the Authority Premises, that they are prioritised, and that the Authority is made aware of the findings in writing within 7 days post Asset Verification survey The Supplier shall provide an Asset Verification Non-Compliance Report, which shall include written evidence of findings, photographs, recommendations, and associated costs to the Authority to rectify the risks of non-compliance. Where agreed with the Authority, the Supplier shall produce an Asset Verification Rectification Plan for these Services and ensure all works are managed in accordance with the priorities and timeframes agreed with the Authority. All works shall be recorded within and managed via the CAFM system. The associated costs for these Services will be managed via Contract Schedule 4.
- 5.7.9 The Supplier shall be responsible for ensuring that the PPM schedules developed for the Authority Premises fully address any inaccuracies discovered in the Asset data provided by the Authority in the Contract as contained within the Asset Verification Report and Asset Verification Non-Compliance Report and shall ensure full statutory compliance is Achieved in accordance with the timeframes agreed with the Authority.
- 5.7.10 Within 90 days of the *starting date*, the Supplier shall provide a Compliance Report highlighting whether the Authority Premises in its current condition and in the way it is currently used is fully compliant with all legislation and statutory requirements.
- 5.7.11 As part of the Asset Verification Audits, the Supplier will identify any assets that are deemed Beyond Economic Repair, in accordance with the requirements defined in Contract Schedule 2: Scope, Annex K.
- 5.7.12 See Contract Schedule 2: Scope Annex K, DWP Estates Management of Statutory Compliance and PPMs



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**5.8 PPM Delivery and Optimisation**

- 5.8.1 During the Mobilisation Period, the Supplier shall ensure that each of the Authority's Premises has a fully compliant and accurate PPM schedule, which plans all required maintenance activities for the first twelve (12) Months of the Service Period, uploaded to the CAFM system within a timescale that is to be agreed during the Mobilisation Period, but no later than 60 days prior to the *starting date*, with the Authority.
- 5.8.2 The Supplier shall ensure that the PPM schedule optimises the requirements on each asset, ensuring multiple PPMs are not scheduled for the same asset in the same time period. For example, in the case that a 3 monthly PPM coincides with 6 monthly PPM, the 6 monthly PPM only should be created with an instruction set that combines the activities required from both the 3 monthly and 6 monthly PPM and pricing set accordingly.
- 5.8.3 During the Mobilisation Period, the Supplier shall carry out the necessary risk assessments to determine the PPM programme, including the assessment of frequency of all applicable SFG20 'OU' tasks and the approach to Portable Appliance Testing (see the Authority's Equipment Maintenance Strategy for Portable Appliance Testing and Microwave Emissions and DWP Estates Management of Statutory Compliance and PPMs).
- 5.8.4 During the Mobilisation Period, the Supplier shall present its PPM optimisation programme, seeking approval, of the Authority asset management team, to alter the planned dates of each PPM asset category type to drive greater efficiencies in Service Delivery. Note that this optimisation cannot result in a breach of statutory PPM due dates. Expected activities to be included in this programme are covered below, but not limited to;
- (a) Aligning PPM due dates for assets for delivery which does not conflict with seasonal periods when heating and cooling services are required, avoiding the isolation of the Asset for statutory remedials
  - (b) PPM due dates of all asset categories are optimised to minimise major peaks in the PPM demand plan;
  - (c) Ensure that PPM due dates for each asset category does not contain 'peaks' whereby placing a strain on the Supplier's delivery model, that could ultimately lead to a backlog of Statutory PPMs, potentially leading to breaches in compliance.

**5.9 System & CAFM during the Mobilisation Period**

- 5.9.1 During the Mobilisation Period the Supplier shall ensure that adequate resources are provided in the following areas:
- (a) Mobilisation Management

**Contract Schedule 7 (Mobilisation Services)**

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- (b) Intelligence (Data Flows etc)
  - (c) Functional Systems (Business Analysis)
  - (d) Integration (API Development)
  - (e) Data Management (Master Data management etc)
  - (f) Testing
  - (g) Training (internal and external)
  - (h) Transition (inc inflight and backlog works)
  - (i) Asset Verification
  - (j) PPM Planning/Scheduling
  - (k) Implementation of the Asset Management requirements
- 5.9.2 The Supplier shall submit to the Authority for acceptance a detailed statement of CAFM System, systems, data and reporting milestones and target completion dates to reflect activities to bridge any gaps within its CAFM System's existing functionality to meet the Contract's system requirements, including but not limited to payment and invoicing terms, performance management, overall Service Delivery activities which require full systemisation and integration with the Authority's CAFM System.
- 5.9.3 During the Mobilisation Period, the Supplier is required to cooperate in detail with the Authority and the Integrator to ensure its systems milestone plan and associated milestone target dates meet the needs of the Authority. All workflows, reporting, performance measures are required to interface as required, with the Authority's CAFM System in advance of the *starting date*;
- 5.9.4 The Supplier is responsible for full development and integration of the Supplier CAFM system to the Authority's CAFM System, with the assistance of the Authority and the Integrator by the agreed deadline approved in the Mobilisation Plan. Note that the system architecture and data dictionaries shall be agreed with the Authority and the Integrator.
- 5.9.5 During the Mobilisation Period, the Supplier shall define and agree with the Authority and the Integrator, a robust testing procedure, milestone target deadlines, encompassing all the required Mobilisation Deliverables as set out in Annex 2 off this Schedule.
- 5.9.6 The Supplier must ensure that eight weeks before the end of the Mobilisation Period or on dates specified by the Authority in the Contract, that all Supplier's CAFM system and integration milestones have been fully tested and deemed 'integrated' and 'fully operational' with the Authority's CAFM System with the ability to perform all the contract requirements (including reporting) within the Authority's CAFM system.
- 5.9.7 The Supplier shall notify the Authority with supporting evidence that it considers a Mobilisation Deliverable is Achieved. Where applicable, the Authority (through the *Service Manager*) will issue a Satisfaction Certificate in accordance with Annex 4, to allow payment of the Milestone Payment to be made.

**Contract Schedule 7 (Mobilisation Services)**

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- 5.9.8 Where the Authority does not accept that the Mobilisation Deliverable is Achieved it shall so notify the Supplier who shall take such additional steps as are required to ensure that the Mobilisation Deliverable is Achieved and the process is repeated in accordance with the Contract.

**5.10 Configuration & Integration**

- 5.10.1 It is the Supplier's responsibility to ensure that they upgrade and integrate its functionality and capability with the Authority's CAFM system (or relevant Authority Systems) and target data model this includes but is not limited to the following:
- (a) Asset Data Hierarchy and Data Requirements
  - (b) Work Order Management
  - (c) Financial Processing
  - (d) Document Management
  - (e) Reporting
  - (f) Planned Preventive Maintenance
  - (g) Statutory Documentation
  - (h) Document Validation Systems
  - (i) Asset Capture and Recording
- 5.10.2 The Supplier is responsible for engaging with the Integrator to implement the system solution within the required timescales
- 5.10.3 The Supplier is responsible for integrating with the Authority's CAFM System working with the Integrator to ensure the appropriate transfer mechanism for data (e.g. API). Note that all data and information held by the Supplier in the Supplier's CAFM is to be interfaced with the Authority's CAFM System, i.e. the data interfaced must not be filtered or a sub-set provided.
- 5.10.4 The Supplier is responsible for working with the Incumbent Supplier and the Integrator to ensure appropriate import of data into its CAFM system and other systems if appropriate (if non CAFM system this must be agreed with the Authority), ensuring the most appropriate system for the data is utilised and keeping customisation to a minimum.
- 5.10.5 The Supplier is responsible to produce a UAT Test programme and deliver all UAT Testing deliverables eight weeks in advance of the *starting date*. Mobilisation Deliverables and timelines to be agreed with the Authority and the Integrator during mobilisation, fully encompassing all contract system requirement, including the below activities, but not limited to;
- (a) producing a UAT Test Strategy (as defined Annex 2 – Table 1.1) outlining the approach to testing, what is in scope and out scope for testing
  - (b) agree scope of business processes that will be tested in each tranche of UAT

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- (c) ensure processes are tested 'end to end'
  - (d) define the defects process, how will failed test scripts be prioritised for resolution and retesting
  - (e) define SLA for defects process
  - (f) define how risks and issues be captured, progressed, and reported
  - (g) agree representatives from the Integrator, the Supplier and the Authority who will support the testing activity with clear roles and responsibilities
  - (h) ensure Test Strategy is signed off by senior representatives from the Integrator and the Authority
  - (i) ensure test scripts (as defined Annex 2 – Table 1.1) are discussed and agreed with Authority, the Integrator and Supplier in advance of testing commencing
  - (j) ensure test environment readiness in advance of testing commencing
  - (k) ensure access to test environment is confirmed in advance of testing commencing
  - (l) ensure a test schedule is agreed in advance of testing commencing to allow for scripts to be tested in a timely manner
  - (m) ensure a Test completion report is prepared outlining (but not limited to) the number of test scripts tested
- 5.10.6 retested with details of defects, risks and issues raised during testing that will need to be resolved with agreed mitigating actions to allow for testing to be formally signed off by the Authority

**5.11 CAFM System Functionality Testing**

- 5.11.1 During the Mobilisation Period, the Supplier shall be responsible for undertaking all functionality tests of the CAFM system in parallel with the Integrator and presenting the final output and evidence to the Authority to conclude testing was successful. These tests shall include, but not be limited to:
- (a) ensuring synergies with Authority IT systems are fully operational;
  - (b) ensuring task management capability, ensuring that all tasks are capable to being tracked throughout their full lifecycle in accordance with the Authority's defined processes and business structures;
  - (c) ensuring effective linkages across parent and child tasks;
  - (d) ensuring that PPM and associated remedial work orders are linked;
  - (e) ensuring that asset numbers can retrospectively be added to reactive work
  - (f) implementation of the Authority CAFM System suppression parameters to correctly manage suppression (where required)

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- (g) ensuring effective complaints management processes;
- (h) ensuring financial reporting regimes are in place;
- (i) automated performance reporting regimes are in place (e.g. statutory compliance status, Billable Works performance status etc.);
- (j) ensuring capability to issue automated updates and alerts to customers in relation to tasks logged on the CAFM system are fully operational;
- (k) effective scheduling of all Planned Preventative Maintenance tasks in accordance with the defined PPM regime (e.g. SFG20);
- (l) effective Asset data management, including processes associated with the installation and removal of Assets;
- (m) ensure KPI performance monitoring reporting; and
- (n) capability to store all forms of the Authority's analytical data and electronic media.
- (o) implement an incident management process in accordance with the "A Contract Management. - 9- Crisis Management Solution of Schedule 30".
- (p) ensure payments and invoicing process between Supplier, the Integrator and the Authority.

**5.12 Asset Management Data & Information:****5.12.1 The Supplier shall:**

- (a) Work with the Incumbent Supplier and the Integrator to facilitate a transfer of **all existing and historical** asset, PPM, work order and all other transactional data and documents into its CAFM system during the Mobilisation Period ready for *starting date*, issuing the Authority with;
  - (i) A summary of findings;
  - (ii) A proposed project plan; and
- (b) Provide an estimate of costs for developing the data held on the CAFM system so that it is fully compliant with the coding requirements of SFG20, Uniclass 2015 (or later version), NRM3, Government Standard, FMS002, Asset Data and the Contract Schedule 2: Scope Annex K for WPS supplementary document. Ensure that via Asset Verification or by other means that all Assets held on Authority Premises are uploaded into the CAFM System during the Mobilisation Period in the data structure and coding determined by the Authority;

**5.12.2 The Supplier shall provide the data/information and documents contained within the CAFM system and any other system for the Authority and the Integrator at the end of the Service Period or following a termination event;**

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- 5.12.3 Ensure that during the Mobilisation Period that all Business Critical Assets are denoted as critical within the CAFM System to ensure that the correct helpdesk management process is applied. Where this information is not available or incomplete, the Supplier shall assess the scope of the Asset and advise the Authority, prior to *starting date*, where there are Business Critical Assets or Assets requiring maintenance;
- 5.12.4 Ensure that full Supplier and Authority's CAFM System training is provided to all staff, Subcontractors, Authority's Representatives and other FM supplier(s) where applicable prior to *starting date*;
- 5.12.5 Ensure that all helpdesk/service desk Supplier Staff are competent, and fully trained on all the Authority, the Integrator & Supplier workflows associated with the CAFM System prior to the *starting date*;
- 5.12.6 Provide the required quantity of user licenses for the Authority, which shall be transferable, where the CAFM System is provided by the Supplier that ensures full and unhindered access to all Authority data held in the CAFM at all times. Note that the Supplier shall not restrict the Authority's ability to access and view all Authority data sets held in the CAFM System, including (but not limited to) PPMs, asset data, real estate data, work orders, cost information, documents etc.

**5.13 Performance & MI Reporting;**

- 5.13.1 The Supplier is expected to have the appropriate systems and data resource(s) throughout the Mobilisation Period to ensure all reporting is automated through the Authority's CAFM System, available in real-time and produces the correct output before the *starting date*.
- 5.13.2 During the mobilisation, the Supplier shall produce a programme to deliver all data feeds required from the Supplier's CAFM System into the Authority's CAFM System to support reporting requirements of Contract Schedule 2: Scope, Work Package A Contract Management – Annex A Standards and Processes SA9 and Annex F Reporting Requirements, by an agreed date with the Authority. This programme will ensure that all performance and management information reporting activities are identified and built into a detailed programme, with the agreed milestone target deadlines.
- 5.13.3 During Mobilisation, the supplier must ensure they support integration of data transfer to support 100% of all reporting requirements contained in the Contract are automated, unless agreed otherwise by the Authority.
- 5.13.4 During Mobilisation, the Supplier must ensure all data feeds required are fed into the Authority's CAFM System to automate all performance reporting by an agreed date with the Authority; this includes but is not limited to; ensuring all data & timestamps used to manage and measure performance, are successfully transferred through the API to the Authority's CAFM System, prior to the *starting date*.
- 5.13.5 The Supplier shall ensure that data feeds and interface to support reporting from the Authority's CAFM System capability is fully functional prior to the *starting date*, to enable the Supplier to report against its contractual measures;
- 5.13.6 During Mobilisation, the Authority, the Integrator and the Supplier will agree and undertake a performance reporting reconciliation programme

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- with agreed timelines, as part of the contractual KPIs integration sign off process.
- 5.13.7 During mobilisation, the Supplier shall ensure the CAFM system can produce all reports required under the MI Reporting Template as provided in Framework Schedule 5 - Management Charges, and information from the *starting date*.
- 5.13.8 The Supplier is required to setup a fully functional service desk to align with all workflows and processes of the Integrator System.

**6. Digital and Supplier Assurance**

- 6.1 During Mobilisation in accordance with Annex 1a milestones M8.7.1 – M8.8.2 , the Supplier and any Subcontractors (as applicable) shall complete the Information Security Questionnaire (ISQ) and Non Functional Requirement (NFR) Documents in the format stipulated by the Authority.
- 6.2 The Supplier is required to provide a full response including supporting evidence. Any supporting evidence referenced in the completed forms must be submitted to the Authority in accordance with Annex 1a milestone M8.7.1 and M8.8.1 timeline.
- 6.3 When completing the documents if any requirements are in development or are planned for development, the Supplier must provide its plan (including timescales) within its response.
- 6.4 Following the process described at 6.1-6.3 above, should any recommendations be made to ensure full compliance with the Authority's security requirements, the Supplier must provide a plan, clearly identifying the necessary steps and timelines to achieve compliance in line with the milestones set out in Annex 1a milestone M8.7.2 and M8.8.2 timeline.

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**Annex 1a: Authority Critical Milestones**

The Parties agree that the Authority Critical Milestone schedule stored on the *Client's* JAGGAER system is the agreed live excel version of the Authority Critical Milestone schedule contained within this Annex 1a.



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**Annex 1a: Authority Critical Milestones - This document has been redacted**

Redacted

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**Annex 1b: Mobilisation Plan Mobilisation Deliverables Schedule**

The Mobilisation Plan Mobilisation Deliverable Schedule template should set out the Supplier's Mobilisation Deliverables including the Authority Critical Milestones, the Supplier's critical Milestones and all Mobilisation Deliverable with associated Milestone Dates.

Work stream	Milestone	Milestone Ref	Mobilisation Deliverable	Milestone Date	Satisfaction Certificate Due Date	%Milestone Payment	Milestone Payment Evidence	Milestone Duration	Start Date	End Date	Authority's Responsibilities
[ ]	[ ]		[ ]	[ ]	[ ]	[ ]		[ ]	[ ]	[ ]	[ ]
The Mobilisation Deliverables will be Achieved in accordance with this Contract Schedule 7: (Mobilisation Services)											

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**Annex 1c: Mobilisation Strategy Implementation Solution**

The Supplier must provide a detailed written statement of strategy for achieving Mobilisation by the *starting date* building on the Supplier's strategy articulated in Further Competition.

The Supplier shall include:

**Authority Role**

The role the Authority is expected to play in the development, and operation of the Mobilisation Plan, including comment, critique and acceptance. The information and support that shall be required from the Authority to enable successful delivery of the Mobilisation Plan.

**Resource Plan**

Detailing the Mobilisation resource to be deployed including organisational structure, roles and responsibilities, job descriptions, identification of any key personnel & assignment to any key roles. Detailing the resources to be deployed to deliver the Mobilisation Deliverables.

**Governance Plan**

Detailing the proposed governance and performance approach for managing and reporting progress in accordance with the Contact Schedule 15: Governance, more generally and, specifically, the Mobilisation Plan.

**Communication Plan**

Detailing the supplier's communication strategy, identifying approach, type of communication, communication method and frequency of communication with all affected parties including but not limited to: the Integrator; Authority; ASCMs and other stakeholders during the Mobilisation Period. The Supplier shall provide and maintain a register to record contact details to include email and telephone numbers.

**Existing Workforce Plan**

Detailing the approach to engagement, consultation, TUPE, training and review of the existing security workforce to include, as a minimum, the following:

- i. **Skills Assessment** – Detailing how the supplier shall assess the skills, current training and security clearance of the existing workforce. The Supplier shall assess the existing workforce to ensure that all qualifications are up to date ahead of the *starting date*;

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- ii. **Workforce Review** – Detailing how the Supplier shall review existing job descriptions; baseline deployment and all related assignment instructions;
- iii. **TUPE Delivery Plan** – Detailed plan for the execution of required TUPE transfer of existing Workforce to ensure a smooth transfer, compliance with all legal requirements, maximum engagement and staff retention and all risks are proactively managed.
- iv. **Uniform Plan** – Detailing all uniforms to be worn by the Supplier Staff from the *starting date*;
- v. **Equipment Plan** – Detailing all functional equipment to be provided to Supplier Staff and procedures for management and maintenance from the *starting date*;

**Training Plan**

Detailing all the training the Supplier will deliver during the Mobilisation Period including the roles that will be provided with the training listed. This shall include all Supplier and Authority training as required for delivery of this Contract Schedule.

**Recruitment Plan**

Detailing the Supplier's approach to any required recruitment that will be required during the Mobilisation Period and in preparation for the *starting date* detailing all actions, associated timeline and Supplier Staff utilised for the recruitment exercise.

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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**Annex 2 - Testing****1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement definitions outlined in Contract Schedule 1:  
Definitions:

<b>"Component"</b>	any constituent parts of the Mobilisation Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when the Mobilisation Deliverable has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 3;
<b>Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Mobilisation Deliverable, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Annex;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Annex;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Annex;
<b>"Test Witness"</b>	any person appointed by the Authority pursuant to Paragraph 9 of this Annex; and

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Annex.
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**2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Mobilisation Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Authority has issued a Satisfaction Certificate in respect of any prior, dependant Mobilisation Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Mobilisation Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Mobilisation Deliverable for Testing or re-Testing by or before the date set out in the Mobilisation Plan for the commencement of Testing in respect of the relevant Mobilisation Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

**3. Planning for testing**

- 3.1 The Supplier shall develop the outline Test Strategy as soon as practicable after the Mobilisation Start Date, no later than twenty (20) Working Days after the Mobilisation Start Date.
- 3.2 The outline Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Mobilisation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Mobilisation Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Mobilisation Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Authority and the Supplier's Test representatives;

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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- 3.2.7 a high level identification of the resources required for Testing including Authority and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

**4. Preparing for Testing**

- 4.1 The Supplier shall develop Test Plans and submit these for Approval within an agreed timeframe during Mobilisation as outlined by the Authority.
- 4.2 Each Test Plan shall include as a minimum:
  - 4.2.1 the relevant Test definition and the purpose of the Test, the Mobilisation Deliverable to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Authority shall not unreasonably delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Authority in the Test Plan.

**5. Passing Testing**

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

**6. How the Services will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Services as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Mobilisation Plan).
- 6.2 Each Test Specification shall include as a minimum:
  - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5 expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.



**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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**7. Performing the tests**

- 7.1 Before submitting any Services for Testing the Supplier shall subject the relevant Services to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Authority at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Authority may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Authority in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Services, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed, along with a proposed remediation plan and revised date for the subsequent test;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Mobilisation Deliverable it shall submit any Test Plan Deliverables relating to that Mobilisation Deliverable for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Mobilisation Deliverable is not Achieved the Authority shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Mobilisation Deliverable.
- 7.9 If the Supplier successfully completes the requisite Tests, the Authority shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Services are implemented in accordance with this Contract.

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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**8. Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
- 8.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the dispute shall be dealt with in accordance with the Dispute Resolution Procedure

**9. Test witnessing**

- 9.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
  - 9.3.7 may require the Supplier to demonstrate the modifications made to any defective Mobilisation Deliverable before a Test Issue is closed.

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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**10. Auditing the quality of the test**

- 10.1 The Authority or an agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.
- 10.6 In the event of an inadequate response or failed test output report from the Supplier, the Authority (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

**11. Outcome of the testing**

- 11.1 The Authority will issue a Satisfaction Certificate when the Mobilisation Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Mobilisation Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:
  - 11.2.1 the Authority may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Mobilisation Deliverables (or the relevant part) to Testing; or
  - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Mobilisation Deliverable, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Services to be satisfied.

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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- 11.4 The Authority shall issue a Satisfaction Certificate in respect of a given Mobilisation Deliverable as soon as is reasonably practicable following:
  - 11.4.1 the issuing by the Authority of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of the Mobilisation Deliverable which is due to be Tested; and
  - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Mobilisation Plan as associated with that Mobilisation Deliverable.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Mobilisation Deliverable in accordance with the provisions of any Mobilisation Plan and Clause 51 as amended by the *conditions of contract*.
- 11.6 If a Mobilisation Deliverable is not Achieved, the Authority shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Mobilisation Deliverable not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s) as set out in Annex 3, the Authority shall refuse to issue a Satisfaction Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 10.5); and
  - 11.9.2 where the Authority issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

**12. Risk**

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
  - 12.1.1 operate to transfer any risk that the relevant Mobilisation Deliverable is complete or will meet and/or satisfy the Authority's requirements for that Mobilisation Deliverable; or

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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- 12.1.2 affect the Authority's right subsequently to reject all or any element of the Mobilisation Deliverables to which a Satisfaction Certificate relates.

**Contract Schedule 7: (Mobilisation Deliverables)**

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**Annex 3: Test Issues – Severity Levels****1. Severity 1 Error**

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component. Based on the severity level, the Authority deem such an error as a material issue.

**2. Severity 2 Error**

- 2.1 This is an error which is deemed a material issue, for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
  - 2.1.1 causes a Component to become unusable;
  - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Mobilisation Deliverables;

**3. Severity 3 Error**

- 3.1 This is an error which:
  - 3.1.1 causes a Component to become unusable;
  - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3 has an impact on any other Component(s) or any other area of the Mobilisation Deliverables;but for which, as reasonably determined by the Authority, there is a practicable workaround available;

**4. Severity 4 Error**

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Mobilisation Deliverables.

**5. Severity 5 Error**

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Mobilisation Deliverables.

**Contract Schedule 7: (Mobilisation Deliverables)**

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**Annex 4: Satisfaction Certificate**

To: [insert name of Supplier]

From: [insert name of Authority]

[insert Date dd/mm/yyyy]

Dear Sirs,

**Satisfaction Certificate**

Mobilisation Deliverable(s): [Insert relevant description of the agreed Mobilisation Deliverables].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Authority name] ("**Authority**") and [insert Supplier name] ("**Supplier**") dated [insert starting date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Contract.

[We are satisfied by the evidence provided by the Supplier that the Mobilisation Deliverable(s) relating to [insert relevant description of Mobilisation Deliverables/agreed Milestones and/or reference number(s) from the Mobilisation Plan] has been achieved.]

[OR]

[We confirm that the Mobilisation Deliverable(s) relating to [insert relevant description of Mobilisation Deliverables/agreed Milestones and/or reference number(s) from the Mobilisation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Mobilisation Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues or temporary mitigations are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Mobilisation Deliverable in accordance with the *conditions of contract*.

Yours faithfully

[insert Name]

[insert Position]

**Contract Schedule 7: (Mobilisation Deliverables)**

Call-Off Ref:

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acting on behalf of [insert name of Authority]



**Contract Schedule 8 (Financial Difficulties)**  
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## **Contract Schedule 8 (Financial Difficulties) (based on RM6232 JS7)**

### **1. Financial Indicators**

- 1.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation	Financial Target Threshold:	Monitoring and Reporting Frequency
<b>1. Turnover Ratio</b>	Bidder Annual Revenue / Expected Annual Contract Value	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
<b>2. Operating Margin</b>	Operating Margin = Operating Profit / Revenue	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
<b>3A. Free Cash Flow / Net Debt</b>	Free Cash Flow / Net Debt	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon Free Cash Flow and Net Debt for the 12 months ending on the relevant accounting reference date</i>
<b>3B. Net Debt / EBITDA</b>	Net Debt / EBITDA	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA and the Net Debt for the 12 months ending on the</i>

**Contract Schedule 8 (Financial Difficulties)**

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			<i>relevant accounting reference date</i>
<b>4. Net Debt + Net Pension Deficit / Surplus to EBITDA Ratio</b>	Net Debt + Net Pension Deficit/Surplus to EBITDA ratio = (Net Debt + Net Pension Deficit) / EBITDA	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA and the Net Debt for the 12 months ending on the relevant accounting reference date</i>
<b>5. Net Interest Paid</b>	Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
<b>6. Acid Ratio</b>	Acid Ratio = (Current Assets – Inventories) / Current Liabilities	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
<b>7. Net Asset Value</b>	Net Asset Value = Net Assets	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
<b>8. Group Exposure Ratio</b>	Group Exposure / Gross Assets	Redacted	<i>Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

**Contract Schedule 8 (Financial Difficulties)**

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**1.2 Monitored Suppliers**

<p>The Supplier is required to provide the Applicable Financial Indicator reports to the frequency as set out in the table in Paragraph 1.1, calculated to the methodology as set out in Annex 3. In addition monitor against the Applicable Financial Indicators, the Guarantor and the Key-Subcontractors as set out in the Table below.</p> <p><b>Monitored Suppliers</b></p>	Applicable Financial Indicators
Ultimate Holding Company - Guarantor	1 – Turnover Ratio 2 – Operating Margin 3A – Free Cash Flow/Net Debt % 3B - Net Debt/EBITDA 4 - Net Debt+Net Pension Deficit Surplus to EBITDA 5 – Net Interest Paid Cover 6 – Acid Ratio 7 – Net Asset 8 – Group Exposure Ratio
Key-Subcontractors	1 – Turnover Ratio 2 – Operating Margin 3A – Free Cash Flow/Net Debt % 3B - Net Debt/EBITDA 4 - Net Debt+Net Pension Deficit Surplus to EBITDA 5 – Net Interest Paid Cover 6 – Acid Ratio 7 – Net Asset 8 – Group Exposure Ratio

**Contract Schedule 8 (Financial Difficulties)**

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**Annex 1: Rating Agencies and their standard Rating System**

Dun and Bradstreet

Framework Ref: RM6232

Project Version: v2.0

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**Contract Schedule 8 (Financial Difficulties)**

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**Annex 2: Credit Ratings and Credit Rating Thresholds****Current Rating**

Entity	Credit rating (long term)
Supplier	Redacted
Ultimate Holding Company / Guarantor	Redacted
Key Subcontractors	Redacted

**Contract Schedule 8 (Financial Difficulties)**

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**Annex 3: Calculation methodology for Financial Indicators**

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

**General methodology**

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

**Specific Methodology**

Financial Indicator	Specific Methodology
1. Turnover Ratio	Revenue should be shown on the face of the Income Statement. It should exclude the entity's share of the revenue of joint ventures or associates.



**Contract Schedule 8 (Financial Difficulties)**

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<b>2 Operating Margin</b>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
<b>3A</b>  <b>Free Cash Flow to Net Debt Ratio</b>	<p><b><i>"Free Cash Flow"</i></b> = Net Cash Flow from Operating Activities – Capital Expenditure</p> <p><b><i>"Capital Expenditure"</i></b> = Purchase of property, plant &amp; equipment + purchase of intangible assets</p> <p><b><i>"Net Debt"</i></b> = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><u>Net Cash Flow from Operating Activities</u>: This should be stated after deduction of interest and tax paid.</p> <p><u>Capital expenditure</u>: The elements of capital expenditure may be described slightly differently but will be found under 'Cash flows from investing activities' in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><u>Net Debt</u>: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-</p>

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7

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**Contract Schedule 8 (Financial Difficulties)**

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	<p>designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p>
<b>3B</b>  <b>Net Debt to EBITDA Ratio</b>	<p><b><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></b></p> <p><b><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></b></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u><b>Net Debt:</b></u> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p>



**Contract Schedule 8 (Financial Difficulties)**

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	<p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p><b>4</b></p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio</b></p>	<p><b>"Net Debt"</b> = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p><b>"Net Pension Deficit"</b> = Retirement Benefit Obligations – Retirement Benefit Assets</p> <p><b>"EBITDA"</b> = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p>

Framework Ref: RM6232

Project Version: v2.0

9

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**Contract Schedule 8 (Financial Difficulties)**

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	<p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p><b>5</b></p> <p><b>Net Interest Paid Cover</b></p>	<p><b><i>"Earnings Before Interest and Tax" = Operating profit</i></b></p> <p><b><i>"Net Interest Paid" = Interest paid – Interest received</i></b></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of this test, should include the entity's share of the results of any joint ventures or associates.</p> <p>Where the entity has an operating loss (i.e. a negative operating profit), operating profit should generally be taken to be zero.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p>
<p><b>6</b></p> <p><b>Acid Ratio</b></p>	<p>Acid Ratio = (Current Assets – Inventories)/ Current Liabilities</p> <p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p><b>7</b></p> <p><b>Net Asset value</b></p>	<p>Net Asset Value = Net Assets</p> <p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of</p>

**Contract Schedule 8 (Financial Difficulties)**

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	minority or non-controlling interests (as if the entity owned 100% of such entity).
<b>8</b>  <b>Group Exposure Ratio</b>	<p><b><i>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></b></p> <p><b><i>“Gross Assets” = Fixed Assets + Current Assets</i></b></p> <p><u>Group Exposure</u>: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed Assets or Current Assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed Assets and Current Assets are shown on the face of the Balance Sheet</p>

**Contract Schedule 8 (Financial Difficulties)**  
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**ANNEX 4: BOARD CONFIRMATION**

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at 15A.5 of the *additional conditions of contract* and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Contract Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair	.....
Signed	.....
Date	.....
Director	.....
Signed	.....
Date	.....

## Contract Schedule 9: Continuous Improvement (based on COSC 3)

### 1. Authority's Rights

- 1.1 The Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Authority may give CCS the right to enforce the Authority's rights under this Schedule.

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Service Period, identify new or potential improvements to the provision of the service with a view to reducing the Authority's costs (including the Prices) and/or improving the quality and efficiency of the Services and their supply to the Authority.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Authority of the Services and the way it provides them, with a view to reducing the Authority's costs (including the Prices) and/or improving the quality and efficiency of the Services. The Supplier and the Authority must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Prices (without adversely affecting the performance of this contract) during that Contract Year ("**Continuous Improvement Plan**") for acceptance. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 for changes in business processes of the Supplier or the Authority and ways of working that would provide cost savings and/or enhanced benefits to the Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 for new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
  - 2.3.4 for measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services and identifying opportunities to assist the Authority in meeting their sustainability objectives.
  - 2.3.5 setting out the role the Authority is expected to play in the development, roll-out and operation of the proposals, including comment, critique and proposed amendments to the Scope and the Supplier's Service Delivery Plan.
  - 2.3.6 for changes to the Affected Property, the way the Affected Property is managed and the Services are delivered and investment recommendations to save money longer term or improve Service delivery.

**Contract Schedule 9 (Continuous Improvement)**

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- 2.3.7 which systematically address areas of unsatisfactory performance through root-cause analysis and process (re)design.
- 2.3.8 which actively seek improvement recommendations from stakeholders including feedback from other Authority Supply Chain Members.
- 2.3.9 which utilise a range of external benchmarking data-points and or sources to identify potential areas of improvement (or to flag good practice) and as set out in Contract Schedule 10 (Benchmarking).
- 2.3.10 to demonstrate the on-going value for money of the Services.
- 2.3.11 which quantify the cost / benefit of all improvement and development tasks.
- 2.3.12 which record all value adding activity undertaken and enable performance management of these tasks.
- 2.3.13 setting out a process for the formal review of the Continuous Improvement Plan with the Authority at the fourth quarterly Executive Level Key Account Management Meeting in any Contract Year (the annual review of the Services).
- 2.4 The Supplier acknowledges that the Service Delivery Plan should include specific reference to continuous improvement initiatives relevant to the Services.
- 2.5 The Supplier shall:
  - 2.5.1 leverage facilities & estates best practice (in cleaning standards, security etc.) from other contracts and the wider facilities and estates management industry;
  - 2.5.2 capture improvement suggestions from Authority stakeholders;
  - 2.5.3 encourage Supplier Personnel to both share and implement good practice;
  - 2.5.4 put in place programmes to harvest innovation through engagement with Authority estates service delivery stakeholders;
  - 2.5.5 identify innovative solutions through engagement with subject matter experts across the spectrum of services provided;
  - 2.5.6 identify improvements to the KPIs that drive improvements in service delivery;
  - 2.5.7 prioritise initiatives to focus investment of effort and resources to deliver the best available return to the Authority;
  - 2.5.8 triage initiatives to assess the benefits and to garner support (be it sponsorship, resources or investment);
  - 2.5.9 deliver and track savings on initiatives that are implemented;
  - 2.5.10 review potential of new technology that can deliver service improvements or reduce costs; and
  - 2.5.11 improve the interfaces and integration across all workstreams which should reduce costs
- 2.6 The Supplier will identify barriers to innovation and report on them in the monthly Key Account Management Meetings.
- 2.7 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Authority for acceptance within one hundred (100) Working Days of the *starting date*.

**Contract Schedule 9 (Continuous Improvement)**

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- 2.8 The Authority shall notify the Supplier of its acceptance or non-acceptance of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. A reason for not accepting the proposed Continuous Improvement Plan is that the plan does not propose any or adequate improvement proposals or does not comply with the requirements of this Schedule. If the proposed Continuous Improvement Plan is not accepted the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once accepted, it becomes the accepted Continuous Improvement Plan for the purposes of this contract.
- 2.9 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.10 If the Authority wishes to incorporate any improvement identified in the Continuous Improvement Plan into this contract, the *Service Manager* may give an instruction changing the Scope or the Affected Property and the Supplier must Provide the Services in accordance with such instruction at no additional cost to the Authority or CCS.
- 2.11 Once the first Continuous Improvement Plan has been accepted in accordance with Paragraph 2.8:
- 2.11.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.11.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
  - 2.11.3 delivery of any deliverables agreed in the Continuous Improvement Plan will be overseen by the Supplier's representatives at the KAMM, who will serve as a route for escalation of risks and issues to delivery.
- 2.12 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.13 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Prices.
- 2.14 Should the Supplier's costs in providing the Services to the Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Authority by way of a consequential and immediate reduction in the Prices.
- 2.15 At any time during Mobilisation Period or the Service Period the Parties may agree Gainshare in accordance with the procedure set out in Contract Schedule 11 Gainshare.

**Contract Schedule 10 (Benchmarking)**  
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## Contract Schedule 10: Benchmarking (based on COSC 16)

Definitions included in Definitions Schedule

<b>"Benchmark Report"</b>	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 2.3 of this Schedule;
<b>"Benchmark Review"</b>	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value;
<b>"Benchmarked Services"</b>	any Services included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Benchmarker"</b>	the independent third party appointed under Paragraph 2.1.6 of this Schedule;
<b>"Comparable Rates"</b>	"The prices for Comparable Services";
<b>"Comparable Services"</b>	services that are identical or materially similar to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Supplier shall propose an approach for developing a comparable services benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Services provided by the Comparison Group;
<b>"Good Value"</b>	in relation to a Benchmark Service, that: <ul style="list-style-type: none"> <li>a) having taken into account the relevant Performance Measures and associated Target Performance levels, the value for money of the Prices attributable to that Benchmark Service is at least as good as the value for money of the Upper Quartile;</li> </ul>



**Contract Schedule 10 (Benchmarking)**

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	and  b) any Performance Measures and associated Target Performance levels are having taken into account the Prices, equal to or better than the median service levels for the Comparable Service using Equivalent Data; and
<b>"Upper Quartile"</b>	the top 25% of instances of a Comparable Service by members of the Comparison Group ranked by best value for money for the recipients of Comparable Services.

**1 When you should use this Schedule**

- 1.1 The Supplier acknowledges that the Authority wishes to ensure that the Services, represent value for money to the taxpayer throughout the Service Period.
- 1.2 This Schedule seeks to ensure this contract represents value for money throughout its lifetime.
- 1.3 The Authority shall be entitled to terminate the contract in accordance with clause 91.2 (R11) if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule.

**2 Benchmarking****2.1 How benchmarking works**

- 2.1.1 The Authority and the Supplier recognise that, where specified in the Framework Contract, the Authority may give CCS the right to enforce the Authority's rights under this Schedule.
- 2.1.2 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.
- 2.1.3 The Authority shall not be entitled to request a Benchmark Review during the first six (6) month period from the Contract Date or at intervals of less than twelve (12) months after any previous Benchmark Review relating to the same Services.
- 2.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 2.1.5 The Services that are to be the Benchmarked Services will be identified by the Authority in writing in the notice given under Paragraph 2.1.2 of this Schedule.
- 2.1.6 The Authority shall nominate the name of a proposed Benchmarker to carry out the Benchmark Review. The Supplier must within ten (10) Working Days agree the proposed Benchmarker or shall provide reasons in writing why it considers the Authority's proposal to be inappropriate and nominate an alternative proposed Benchmarker.
- 2.1.7 The Authority shall appoint:

**Contract Schedule 10 (Benchmarking)**

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- (a) the Benchmarker agreed with the Supplier; or
  - (b) if the Parties have not agreed the identity of the Benchmarker within twenty (20) days of the initial request for Benchmark Review such Benchmarker as the Authority considers appropriate.
- 2.1.8 The cost of a Benchmarker shall be borne by the Authority (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Services and/or the Benchmarked Prices are not Good Value, in which case the Parties shall share the cost of the Benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Authority.
- 2.1.9 The Authority shall, at the written request of the Supplier, require the Benchmarker to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 1 to this Schedule.

**2.2 Benchmarking Process**

- 2.2.1 The Authority shall require the Benchmarker to produce and send to the Authority, for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of the appointment of the Benchmarker or such longer period as the Benchmarker shall reasonably request in all the circumstances. The draft plan must include:
- (a) a proposed cost and timetable for the Benchmark Review;
  - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose;
  - (c) a description of how the Benchmarker will scope and identify the Comparison Group;
  - (d) a description of the information that the Benchmarker requires each Party to provide;
  - (e) details of any entities which the Benchmarker proposes to include within the Comparison Group; and
  - (f) if in the Benchmarker's professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking purpose using a proxy for the Comparable Services and/or Comparison Group as applicable.
- 2.2.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarker's professional opinion.
- 2.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the Benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve

**Contract Schedule 10 (Benchmarking)**

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the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmarker must produce an amended draft plan and this Paragraph 2.2.3 shall apply to any amended draft plan.

- 2.2.4 The Authority notifies the Benchmarker and the Supplier in writing once it approves the draft plan. The Authority may not unreasonably withhold or delay its approval of the draft plan.
- 2.2.5 Once it has received written approval from the Authority of the draft plan, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a Material Default.
- 2.2.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Services.
- 2.2.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 2.2.8 Once it has received the information it requires, the Benchmarker shall:
- (a) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Rates and Comparable Services. The selection of the Comparable Rates and Comparable Services (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:
    - (i) market intelligence;
    - (ii) the Benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to Paragraph 2.2.9 below, information from other suppliers or purchasers on Comparable Rates and Comparable Services;
  - (b) by applying the adjustment factors listed in Paragraph 2.2.10 and from an analysis of the Comparable Services, derive the Equivalent Data;
  - (c) derive the relative value for money of the charges payable for the Comparable Services using the Equivalent Data and from that calculate the Upper Quartile;
  - (d) derive the median service levels relating to the Comparable Services using the Equivalent Data;

**Contract Schedule 10 (Benchmarking)**

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- (e) compare the value for money of the Prices attributable to the Benchmarked Services (having regard in particular to the applicable Performance Measures and Target Performance levels) to the value for money of the Upper Quartile;
  - (f) compare the Performance Measurements and Target Performance attributable to the Benchmarked Services (having regard to the Prices and KPI Credits) with the median service levels using the Equivalent Data; and
  - (g) determine whether or not each Benchmarked Service is, and/or the Benchmarked Services as a whole are, Good Value.
- 2.2.9 The Benchmarker shall be required to use all reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 2.2.10 In carrying out the benchmarking analysis the Benchmarker shall have regard to the following matters when performing a comparative assessment of the Benchmarked Service and the Comparable Service in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Benchmarked Service and the Comparable Service are being provided (including in terms of their scope, scale, complexity and geographical spread);
  - (b) exchange rates;
  - (c) any front end investment and development costs of the Supplier;
  - (d) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the services as a whole;
  - (e) the extent of the Supplier's management and contract governance responsibilities; and
  - (f) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

**2.3 Benchmarking Report**

- 2.3.1 The Benchmarker shall be instructed to prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan approved pursuant to Paragraph 2.2.3, setting out its findings which shall:
- (a) include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
  - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service Good Value;
  - (c) include sufficient detail and transparency so that the Authority can interpret and understand how the benchmarker has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value;

**Contract Schedule 10 (Benchmarking)**

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- (d) include other findings (if any) regarding the quality and competitiveness or otherwise of the Benchmarked Services; and
  - (e) illustrate the method used for any normalisation of the Equivalent Data.
- 2.3.2 If the Benchmark Report states that any Benchmarked Service is not Good Value or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall (subject to Paragraph 2.3.4) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the Authority but in any event within no more than 3 months. Any associated changes to the Prices for the Services shall take effect only from the same date and shall not be retrospective. For the avoidance of doubt, any changes to the Prices will not constitute a Saving.
- 2.3.3 The Supplier acknowledges and agrees that no Benchmark Review shall result in any increase to the Prices, disapplication of the Performance Measurements (including in relation to any Critical KPIs) or any reduction in Target Performance levels.
- 2.3.4 The Supplier shall not be obliged to implement any changes set out in a Benchmark Report to the extent the Supplier cannot technically implement the recommended changes.
- 2.3.5 Any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales shall, without prejudice to any other rights or remedies of the Authority, constitute a Material Default.

**Contract Schedule 10 (Benchmarking)**  
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**ANNEX 1: CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made on [date]

**BETWEEN:**

- (1) [insert name] of [insert address] (the “**Supplier**”); and
- (2) [insert name] of [insert address] (the “**Benchmarker**” and together with the Supplier, the “**Parties**”).

**WHEREAS:**

- (A) [insert name of Authority] (the “**Authority**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of services] to the Authority.
- (B) The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Authority of one or more of such services pursuant to the terms of the Contract (the “**Permitted Purpose**”).

IT IS AGREED as follows:

**1 Interpretation**

1.1 In this Agreement, unless the context otherwise requires:

“**Confidential Information**” means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to:
  - (i) the Supplier; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker’s attention or into the Benchmarker’s possession in connection with the Permitted Purpose;
- (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and

**Contract Schedule 10 (Benchmarking)**

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professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

- (d) Information derived from any of the above, but not including any Information that:
- (e) was in the possession of the Benchmarker without obligation of confidentiality prior to its disclosure by the Supplier;
- (f) the Benchmarker obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;
- (g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (h) was independently developed without access to the Confidential Information;

**“Information”**

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

**“Permitted Purpose”**

has the meaning given to that expression in recital (B) to this Agreement.

**1.2 In this Agreement:**

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

**2 Confidentiality Obligations**

**Contract Schedule 10 (Benchmarking)**

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- 2.1 In consideration of the Supplier providing Confidential Information to the Benchmarker, the Benchmarker shall:
- 2.1.1 treat all Confidential Information as secret and confidential;
  - 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
  - 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;
  - 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
  - 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
  - 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
  - 2.1.7 once the Permitted Purpose has been fulfilled:
    - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
    - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and
    - (c) make no further use of any Confidential Information.

**3 Permitted Disclosures**

- 3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- 3.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and
  - 3.1.2 have been informed by the Benchmarker of the confidential nature of the Confidential Information; and
  - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Benchmarker shall be entitled to disclose Confidential Information to the Authority for the Permitted Purpose and to any Expert appointed in relation to a dispute as referred to in Paragraph 5.7 of this Contract Schedule 10 (Benchmarking) to the Contract.
- 3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.



**Contract Schedule 10 (Benchmarking)**

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- 3.4 Before making a disclosure pursuant to Clause 3.3, the Benchmarker shall, if the circumstances permit:
- 3.4.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
  - 3.4.2 ask the court or other public body to treat the Confidential Information as confidential.

**4 General**

- 4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- 4.2.1 to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;
  - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
  - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

**Contract Schedule 10 (Benchmarking)**

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**5 Notices**

5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Benchmarker shall be sent to:

[Name of Organisation]

[Address]

Attention: [ ]

**6 Governing law**

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**IN WITNESS** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of [name of Supplier]**

Signature: \_\_\_\_\_

Date:

Name:

Position:

**For and on behalf of [name of Benchmarker]**

**Contract Schedule 10 (Benchmarking)**  
Crown Copyright 2021

Signature: \_\_\_\_\_

Date:

Name:

Position:

## Contract Schedule 11 (Gainshare)

### 1 DEFINITIONS

1.1 In this Contract Schedule 11 (Gainshare) unless the context otherwise requires, words and phrases shall have the following meanings:

<b>Actual Savings</b>	the amount of FM Expenditure saved by the Authority, with reference to the Approved Savings Proposals, as a consequence of the implementation of a Savings Proposal;
<b>Approved Savings Proposals</b>	those Savings Proposals that are accepted in principle by the Authority in accordance with paragraph 1.6 of this Contract Schedule 11 (Gainshare);
<b>Authority Savings Statement</b>	The Authority's assessment of the amount, if any, that the Authority considers the Supplier is entitled to by way of a Savings Payment or any repayment to the Authority (as the case may be);
<b>FM Expenditure</b>	the aggregate expenditure by the Authority in respect of the Services in each Contract Year;
<b>Final Authority Savings Payment</b>	the final statement of the amount, if any, that it considers to be due to the Supplier by way of Savings Payment for the preceding Contract Year;
<b>Gainshare</b>	the percentages attributed to the Authority (on the one hand) and the Supplier, including the Authority Supply Chain Members (on the other hand) and used for the purpose of calculating the amount of any Savings Payment;
<b>Gainshare Implementation Plan</b>	an implementation plan which shall set out in more detail the way in which the Supplier intends that the Savings Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed Gainshare ratio;
<b>Overspend</b>	the amount of FM Expenditure by the Authority in excess of the Approved Savings Proposals as a consequence of the implementation of a Savings Proposal;

<b>Savings</b>	<p>a proposed reduction in FM Expenditure) by the Authority measured against the Approved Savings Proposals by way of:</p> <ul style="list-style-type: none"><li>(a) a cash saving which is a reduction in FM Expenditure;</li><li>(b) an efficiency saving which is where a cost increase in FM Expenditure is avoided or reduced,</li><li>(c) a cash saving which is a demonstrable reduction in other costs, expenses or payments incurred (or to be incurred) by the Authority under agreements between the Authority and a third party supplier to the Authority,</li></ul> <p>and may include a cash or efficiency saving reducing the amount that would otherwise be recoverable by the Supplier;</p>
<b>Savings Payment</b>	<p>the payment made to the Supplier in accordance with paragraphs 1.22 to 1.24 of this Contract Schedule;</p>
<b>Savings Proposal</b>	<p>a written proposal by the Supplier under paragraph 1.2 of this Contract Schedule for Savings taking into account all appropriate technical, operational and commercial considerations;</p>
<b>Supplier Savings Account</b>	<p>the notional account maintained by the <i>Service Manager</i> that comprises all Actual Savings (as a credit) less any Overspend (included as a debit) achieved under all Approved Savings Proposals; and</p>

**Supplier Savings Statement**

A statement by the Supplier of:

- (a) a summary of what, if any Actual Savings have been achieved against the Approved Savings Proposals;
- (b) a summary of any Overspend against the Approved Savings Proposals and a detailed explanation of why the Supplier believes that Savings Proposals failed to generate any Actual Savings;
- (c) whether the Supplier considers itself entitled to a Savings Payment or whether it considers a repayment to the Authority is required of any Savings Payments made in previous Contract Years; and
- (d) the basis of calculation of any Savings Payment to which the Supplier considers itself entitled

- 1.2 The Supplier may at any time make proposals to the *Service Manager* for a new or different way of providing the Services.
- 1.3 Where prevailing economic or technological conditions are subject to change such as it is reasonable to believe that the Supplier could affect a Saving the *Service Manager* may, without prejudice to the operation of Contract Schedule 10 (Benchmarking) instruct the Supplier to provide a Savings Proposal to reflect such change. Where so instructed the Supplier shall prepare and submit a Savings Proposal.
- 1.4 A Savings Proposal clearly states that it is submitted for consideration under this Contract Schedule 11 (Gainshare) and include as a minimum:
  - (1) a business case for the new or different way the Supplier intends to Provide the Service or otherwise the nature of the proposed Savings;
  - (2) the potential direct and indirect cost savings for the Supplier and the Authority including, without limitation:
    - (a) any reduction in the Price payable by the Authority under this contract in the relevant Contract Year;
    - (b) any efficiency savings under this contract in the relevant Contract Year; and/or
    - (c) any reduction in the costs, expenses or payments under agreements between the Authority and a third party supplier to the Authority;
  - (3) the potential direct and indirect costs which might be incurred by the Supplier and the Authority;
  - (4) the potential benefit(s) (financial or otherwise) to the Supplier and the Authority;

- (5) the amendments to this contract, particularly with regard to the payment mechanism and compensation events necessary to give effect to the Savings Proposal and the Supplier 's assessment of:
    - (a) any impact on the delivery of the Services including any changes that the Supplier considered necessary to be made to the Scope;
    - (b) any impact on works and/or Services provided by other Authority Supply Chain Members;
    - (c) the operational, commercial and reputational impact on the Authority and any risks associated with the Savings Proposal including any risk of not implementing the Savings Proposal;
    - (d) whether an instruction changing the Scope is required to give effect to the Savings Proposal and the terms of such change;
  - (6) where the proposal is made jointly with other Authority Supply Chain Members, whether it is proposed to share any Savings Payment and the basis upon which the Savings Payment will be shared; and
  - (7) the proposed Gainshare ratio.
- 1.5 The Supplier and the Authority meet to discuss the Savings Proposal and attempt to agree the investment (financial or otherwise) to be contributed by the Supplier and the Authority, the estimated amount of Savings, the Gainshare ratio, the timing of any payments or adjustments and the proportion of the costs and losses to be borne by the Supplier and the Authority should the Savings Proposal be aborted or not meet its financial objectives. The Supplier submits a revised Savings Proposal to the Authority.
- 1.6 The Authority assesses the Savings Proposal and, in writing within one (1) Month (or such other time as agreed between the Parties), at its absolute discretion either accepts it in principle, rejects it or offers recommendations or refinements for the Supplier to submit a revised Savings Proposal.
- 1.7 Where the Savings Proposal is accepted in principle by the Authority and such agreement is put in writing, the Supplier formulates the Gainshare Implementation Plan.
- 1.8 The Supplier implements the Savings Proposal in accordance with the Gainshare Implementation Plan once the Gainshare Implementation Plan is agreed between the Parties. The Supplier and the Authority comply with any obligations they have assumed, including adjustments to the prices paid and obligations to make payments in accordance with the timetable outlined in the Gainshare Implementation Plan.
- 1.9 Following implementation, the Parties meet to discuss the implementation as a whole, including a cost and benefit review.
- 1.10 The Supplier provides regular updates to the Authority on:
- (1) Savings Proposals that have been submitted for consideration, and
  - (2) the resultant benefits that have been derived from Savings Proposals which have been implemented.

Such information is collated by the *Service Manager* as Management Information.

- 1.11 The Supplier records all Actual Savings and any Overspend in the Supplier Savings Account, allocating the amount of Actual Savings or Overspend (as the case may be) to the Approved Savings Proposal.
- 1.12 The Authority pays the Supplier a Savings Payment where at the end of each Contract Year there is credit balance of Actual Savings recorded in the Supplier Savings Account.
- 1.13 The amount of a Savings Payment is calculated with reference to the applicable Gainshare as applied to the credit balance of Actual Savings recorded in the Supplier Savings Account at the end of the Contract Year.
- 1.14 At the end of each Contract Year, after any Savings Payment has been paid to the Supplier, the balance of the Supplier Savings Account shall return to zero (0) provided that where the Supplier Savings Account is in deficit at the end of the Contract Year, the net Overspend will be carried over to the next Contract Year.
- 1.15 The Supplier shall be only entitled to a Savings Payment for the Contract Year where:
- (1) any reduction in the Supplier Savings Account as a consequence of the Supplier's performance has been fully accounted for; and
  - (2) the Actual Savings:
    - (a) are properly attributable to the performance of the *Supplier* under any Approved Savings Proposals; and
    - (b) does not arise, or are not materially contributed to, through a reduction in the standard of performance of the Services;
    - (c) the Saving has effects which was contemplated in paragraph 1.2 of this Contract Schedule 11; and
    - (d) there is no event that would entitle the *Service Manager* to issue a termination certificate that has occurred during the Contract Year (which has not been satisfactorily remedied in accordance with this contract).
- 1.16 Within 30 Working Days of the end of a Contract Year the Supplier shall submit to the Authority a Supplier Savings Statement.
- 1.17 Within 20 Working Days of receipt of the Supplier Savings Statement under paragraph 1.16 of this Contract Schedule 11, the Authority shall provide the Supplier with its Authority Savings Statement.
- 1.18 Following receipt by the Supplier of the Authority Savings Statement, the Supplier shall provide any supporting documentation requested by the Authority and shall respond to any requests for further information requested by the Authority.
- 1.19 The Parties shall convene such further meetings and make such other discussions, communication and exchanges with a view to reaching agreement in relation to whether the Supplier is entitled to any Savings Payment and if so the amount of such payment.
- 1.20 Where the Supplier has issued a Supplier Savings Statement under paragraph 1.16, the Authority shall, no later than 12 weeks from the end of the Contract Year, issue a Final Authority Savings Statement.



- 1.21 Where at the end of the Contract Year, the aggregate Actual Savings over the term are less than the aggregate Overspend, the Supplier shall repay any Savings Payment made in respect of previous Contract Years to the extent that by so doing the balance of the Supplier Savings Account shall be "zero". Any deficit after such repayment shall be carried forward to the next Contract Year.
- 1.22 The Supplier may make application for a Savings Payment following issue of the Final Authority Savings Statement. The amount due shall be the amount stated in the Authority Savings Statement or in the absence of such statement, the amount stated in the Supplier 's application provided that the same does not exceed the amount stated in the Supplier Savings Statement.
- 1.23 The due date for payment of the amount stated as due to the Supplier or the Authority (as the case may be) in relation to a payment under the date of the Authority. The final date for payment in respect of such payment shall be 60 days after the due date.
- 1.24 If the Authority or the Supplier (as the case may be) intends to pay less than the amount stated in the Final Authority Savings Payment or the Supplier's application (as the case may be), it may issue a notice no later than the date which is one day before the final date for payment for such payment stating the amount which it considers to be due on the date of such notice and the basis upon which it is calculated.
- 1.25 If the amount stated in the Final Authority Savings Statement is disputed such dispute may be referred for resolution under the Disputes Resolution Procedure.
- 1.26 Where the Contract is terminated any Savings Payment shall only be payable to the Supplier if the reason for termination is R16. The Amount due in respect for the purpose of clause 93 shall include any unpaid Savings Payment without prejudice to the Authority's entitlement in relation to be reimbursed any overpayment.
- 1.27 The Approval by the Authority of a Savings Proposal shall not in any way limit or excuse the performance of the Supplier of its obligations under this contract. The provisions of this Contract Schedule 11 (Gainshare) are without prejudice to the Authority's other rights against the Supplier in respect if any Overspend or otherwise.

**Contract Schedule 12 (Staff Transfer)**  
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**Contract Schedule 12: Staff Transfer (based on RM6232 COSC 2)**

**In this Schedule the following words have the following meanings:**

<b>"Employee Liability"</b>	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:
	a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
<b>"Former Supplier"</b>	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such

**Contract Schedule 12 (Staff Transfer)**

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	supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Authority;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Replacement Subcontractor"</b>	<ul style="list-style-type: none"> <li>(a) a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date; or</li> <li>(b) or any subcontractor of any such subcontractor at (a),</li> </ul> <p>or any servant or agent or subcontractor of any subcontractor at (a) or (b) above;</p>
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the end of the Service Period, whether those services are provided by the Authority internally and/or by any third party;
<b>"Replacement Supplier"</b>	any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement Services for its own account, shall also include the Authority;
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies, and for the purposes of Contract Schedule 13 (TUPE Surcharge) paragraphs 1.1.1, 1.1.4 and Contract Schedule 14 (Redundancy Surcharge) paragraph 1.1.1, 2.1 and 2.5.1 only, shall

**Contract Schedule 12 (Staff Transfer)**

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	include the situation where the Former Supplier becomes the Supplier on the starting date”;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the <i>Starting date</i> ;
<b>"Service Transfer"</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Staffing Information"</b>	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:
	(a) their ages, dates of commencement of employment or engagement, gender and place of work;
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement

**Contract Schedule 12 (Staff Transfer)**

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	benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
<b>"Subcontract"</b>	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
<b>"Subcontractor" (as used in this Contract Schedule only)</b>	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff who will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**Contract Schedule 12 (Staff Transfer)**

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<b>"Term"</b>	the period commencing on the <i>Starting date</i> and ending on the expiry of the Service Period or on earlier termination of the contract;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or of any Subcontractor to whom the Employment Regulations will apply on the Service Transfer Date;

**1. INTERPRETATION**

- 1.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Authority, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 1.2 The provisions of Paragraph 3.1 of Part B, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 1.3 Subject to Paragraph 1.2 above, a person who is not a Party to this contract has no right under the CRTPA to enforce any term of this contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 1.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.
- 1.5 Any amendments or modifications to this contract may be made, and any rights created under Paragraph 1.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**Part A: not used.****Part B: Staff transfer at the *starting date*****Transfer from a Former Supplier**

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**Contract Schedule 12 (Staff Transfer)**

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**1. What is a relevant transfer****1.1 The Authority and the Supplier agree that:**

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

**1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.**

**2. Indemnities given by the Former Supplier**

**2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:**

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

**Contract Schedule 12 (Staff Transfer)**

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limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant contract and/or the Employment Regulations; and

2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions



**Contract Schedule 12 (Staff Transfer)**

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- proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
- 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Authority and in writing and, where required by the Authority, notify the relevant Former Supplier in writing; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Authority shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:

**Contract Schedule 12 (Staff Transfer)**

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- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the *Starting date*.

2.8 If Subcontract or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

**3. Indemnities the Supplier must give and its obligations**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade

**Contract Schedule 12 (Staff Transfer)**

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- union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

**Contract Schedule 12 (Staff Transfer)**

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- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

**4. Information the Supplier must give**

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

**Contract Schedule 12 (Staff Transfer)**

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**5. Cabinet Office requirements**

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the contract.

**6. Limits on the Former Supplier's obligations**

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it applies only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

**7. Pensions**

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

**Part C: not used.**

**Contract Schedule 12 (Staff Transfer)**  
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## Part D: Pensions

### 1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Contract Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

<b>"Actuary"</b>	a Fellow of the Institute and Faculty of Actuaries;
<b>"Admission Agreement"</b>	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
<b>"Best Value Direction"</b>	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
<b>"Broadly Comparable"</b>	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
	(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and <b>"Broad Comparability"</b> shall be construed accordingly;
<b>"CSPS"</b>	the schemes as defined in Annex D1 to this Part D;
<b>"Direction Letter/Determination"</b>	has the meaning in Annex D2 to this Part D;
<b>"Fair Deal Eligible Employees"</b>	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any

**Contract Schedule 12 (Staff Transfer)**

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	such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
<b>"Fair Deal Employees"</b>	any of:
	(a) Transferring Former Supplier Employees;
	(b) employees who are not Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
	(c) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);
	who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Authority;
<b>"Fund Actuary"</b>	a Fund Actuary as defined in Annex D3 to this Part D;
<b>"LGPS"</b>	the scheme as defined in Annex D3 to this Part D;
<b>"NHSPS"</b>	the schemes as defined in Annex D2 to this Part D; and
<b>"Statutory Schemes"</b>	means the CSPA, NHSPS or LGPS.

**2. Supplier obligations to participate in the pension schemes**

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

**Contract Schedule 12 (Staff Transfer)**

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- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
  - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the *starting date*, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the *starting date* or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Authority.

**3. Supplier obligation to provide information**

- 3.1 The Supplier undertakes to the Authority:
- 3.1.1 to provide all information which the Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
  - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed);
  - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the contract.



**Contract Schedule 12 (Staff Transfer)**

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**4. Indemnities the Supplier must give**

- 4.1 The Supplier shall indemnify and keep indemnified CCS, NHS Pensions, the Authority and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
  - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
  - 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
    - (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
    - (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
  - 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.
- 4.2 The indemnities in this Part D and its Annexes:
- 4.2.1 shall survive termination of the contract; and
  - 4.2.2 shall not be affected by the caps on liability contained in clause X18.

**Contract Schedule 12 (Staff Transfer)**

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**5. What happens if there is a dispute**

- 5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Authority and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Authority and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
  - 5.1.2 whose decision will be final and binding on the CCS and/or the Authority and/or the Supplier; and
  - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Authority and/or the Supplier unless the independent Actuary shall otherwise direct.
- 5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

**6. Other people's rights**

- 6.1 The Parties agree that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Subcontract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

**7. What happens if there is a breach of this Part D**

- 7.1 The Supplier agrees to notify the Authority should it breach any obligations it has under this Part D and agrees that the following shall constitute a Material Default where the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
  - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Authority giving particulars of the breach and requiring the Supplier to remedy it.

**8. Transferring Fair Deal Employees**

- 8.1 Save on expiry or termination of the contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the

**Contract Schedule 12 (Staff Transfer)**

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Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Subcontractor shall:

- 8.1.1 notify the Authority as far as reasonably practicable in advance of the transfer to allow the Authority to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

**9. What happens to pensions if this Contract ends**

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Authority may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

**10. Broadly Comparable Pension Schemes on the Relevant Transfer Date**

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.
- 10.2 Such Broadly Comparable pension scheme must be:
  - 10.2.1 established by the Relevant Transfer Date;
  - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

**Contract Schedule 12 (Staff Transfer)**

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- 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Authority);
  - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and
  - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Authority details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
  - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
  - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
  - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the

**Contract Schedule 12 (Staff Transfer)**

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previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the contract:

10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Authority shall otherwise direct. The Supplier shall indemnify the Authority or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the difference as required under this paragraph.

**Contract Schedule 12 (Staff Transfer)**

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**11. Broadly Comparable Pension Scheme in Other Circumstances**

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
  - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Authority);
  - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Authority); and
  - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Authority).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Authority details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
  - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
  - 11.3.3 where required to do so by the Authority, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and

**Contract Schedule 12 (Staff Transfer)**

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to provide all such co-operation and assistance with any other Actuary appointed by the Authority (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme<sup>1</sup>; and

11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the

**Contract Schedule 12 (Staff Transfer)**

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Authority or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Authority directs) for any failure to pay the Shortfall under this paragraph.

**12. Right of Set-off**

12.1 The Authority shall have a right to set off against any payments due to the Supplier under the contract an amount equal to:

- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Authority shall also have a right to set off against any payments due to the Supplier under the contract all reasonable costs and expenses incurred by the Authority as result of Paragraphs 12.1 above.



## **Annex D1:**

### **Civil Service Pensions Schemes (CSPS)**

#### **1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Contract Schedule 1 (Definitions):

<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>"CSPS Eligible Employee"</b>	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
<b>"CSPS Fair Deal Employee"</b>	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; and
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

#### **2. Access to equivalent pension schemes after transfer**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance

**Contract Schedule 12 (Staff Transfer)**

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with the provisions governing the relevant section of the CSPA for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPA Admission Agreement in accordance with paragraph 2.1 but the CSPA Admission Agreement is terminated during the term of the contract for any reason at a time when the Supplier or Subcontractor still employs any CSPA Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Authority, offer the remaining CSPA Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPA on the date those CSPA Eligible Employees ceased to participate in the CSPA in accordance with the provisions of paragraph 11 of Part D.

## Annex D2: NHS Pension Schemes

### 1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Contract Schedule 1 (Definitions):

<p><b>"Direction Letter/Determination"</b></p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;</p>
<p><b>"NHS Broadly Comparable Employees"</b></p>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Authority, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Authority, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</p> <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Authority has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS;</p>

**Contract Schedule 12 (Staff Transfer)**

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<b>"NHSPS Eligible Employees"</b>	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter;
<b>"NHSPS Fair Deal Employees"</b>	other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
	(a) their employment with the Authority, an NHS Body or other employer which participates automatically in the NHSPS; or
	(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Authority, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
	and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services);
	For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Authority, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;
<b>"NHS Body"</b>	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

**Contract Schedule 12 (Staff Transfer)**

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<b>"NHS Pensions"</b>	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
<b>"NHSPS"</b>	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
<b>"NHS Pension Scheme Regulations"</b>	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
<b>"NHS Premature Retirement Rights"</b>	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Authority, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; and
<b>"Pension Benefits"</b>	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

**2. Membership of the NHS Pension Scheme**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of

**Contract Schedule 12 (Staff Transfer)**

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or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the contract.

- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:

- (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
- (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.

- 2.3 The Supplier must supply to the Authority a complete copy of each Direction Letter/ Determination within 5 Working Days of receipt of the Direction Letter/Determination.

- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.

- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

**3. Continuation of early retirement rights after transfer**

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Authority, an NHS Body or other employer which participates automatically in the NHSPS.

**Contract Schedule 12 (Staff Transfer)**

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**4. NHS Broadly Comparable Employees**

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

**5. What the Authority can do if the Supplier breaches its pension obligations**

- 5.1 The Supplier agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Authority in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D.

**6. Compensation when pension scheme access can't be provided**

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
- 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
  - 6.1.2 a Broadly Comparable pension scheme,
- the Authority may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Authority determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract.

**Contract Schedule 12 (Staff Transfer)**

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**7. Indemnities that a Supplier must give**

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Authority and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.



## Annex D3:

### Local Government Pension Schemes (LGPS)

Note the LGPS unlike the CSPS & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Authority can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.

#### 1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Contract Schedule 1 (Definitions):

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
<b>"Administering Authority"</b>	in relation to <b>the Fund</b> , the relevant Administering Authority of that Fund for the purposes of the 2013 Regulations;
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Authority of that Fund;
<b>"Fund"</b>	<b>the relevant pension fund within the LGPS, details of which will be provided by the incumbent supplier during the Mobilisation Period;</b>
<b>"Initial Contribution Rate"</b>	the relevant initial contribution rate percentage of pensionable pay (as defined in the 2013 Regulations);]
<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

**Contract Schedule 12 (Staff Transfer)**

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<b>"LGPS Admission Agreement"</b>	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
<b>"LGPS Admission Body"</b>	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
<b>"LGPS Eligible Employees"</b>	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
<b>"LGPS Fair Deal Employees"</b>	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction;
<b>"LGPS Regulations"</b>	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

**2. Supplier to become an LGPS Admission Body**

2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the contract.

Any LGPS Fair Deal Employees whether:

- 2.1.1 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or
- 2.1.2 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes

**Contract Schedule 12 (Staff Transfer)**

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of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.

- 2.2 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

**3. Broadly Comparable Scheme**

- 3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Authority will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.
- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Authority, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

**4. Discretionary Benefits**

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

**5. LGPS Risk Sharing**

- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "Excess Amount") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Authority.
- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the contract, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in

**Contract Schedule 12 (Staff Transfer)**

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aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Authority an amount equal to A–B (the “Refund Amount”) where:

A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.

5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Authority.

5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

**Contract Schedule 12 (Staff Transfer)**

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- 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
  - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
  - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;
  - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
  - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Authority an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Authority in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
  - 5.7.2 of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any

**Contract Schedule 12 (Staff Transfer)**

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revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Authority shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
  - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
  - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Authority shall notify the Supplier in writing. In the event that the Supplier and the Authority are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Authority or in accordance with the Dispute Resolution Procedure shall be paid by the Authority within timescales as agreed between Authority and Supplier. The amount to be paid by the Authority shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Authority or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Authority shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Authority shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the contract.

**Contract Schedule 12 (Staff Transfer)**  
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**Annex D4: Other Schemes**

**Contract Schedule 12 (Staff Transfer)**  
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## **Part E: Staff Transfer on Exit**

### **1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of a Service Exclusion Notice or notice of early termination;
  - 1.1.3 the date which is 12 Months before the end of the Service Period; and
  - 1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and



**Contract Schedule 12 (Staff Transfer)**

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- expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including without limitation pensions and any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the *starting date* and up to four times during the last 12 Months of the Term, the Authority may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Authority such information as the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Authority, any

**Contract Schedule 12 (Staff Transfer)**

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Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

**2. Staff Transfer when the contract ends**

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or a Service Exclusion Notice or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a

**Contract Schedule 12 (Staff Transfer)**

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result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

**Contract Schedule 12 (Staff Transfer)**

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

**Contract Schedule 12 (Staff Transfer)**

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- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations, then:
- 2.5.1 the Authority shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Authority and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Supplier and/or Replacement Subcontractor shall, immediately release or procure the release of the person from his/her employment or alleged employment;
- 2.7 If after the 10 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Authority shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil

**Contract Schedule 12 (Staff Transfer)**

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partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Authority and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each

**Contract Schedule 12 (Staff Transfer)**

Crown Copyright 2021

Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

**Contract Schedule 12 (Staff Transfer)**

Crown Copyright 2021

- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
  - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
  - 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
  - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.



**Contract Schedule 13: TUPE Surcharge**  
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## **Contract Schedule 13: TUPE Surcharge (Based on RM6232 COSC28)**

<b>"Annual Pension Cost"</b>	means Employer Pension Contributions;
<b>"Cost of Change"</b>	means any costs (such as the cost of staff consultation, redeployment costs, short-term salary cover associated with redeployment or release of labour, and temporary staffing) that will be incurred in managing the transition of an individual who appears in the Employee Information and would be a Transferring Employee at the <i>starting date</i> but will not be required by the Supplier to Provide the Service and is not included in the Pricing Matrix in the Supplier's prices for Providing the Service;
<b>"Employer Pension Contribution"</b>	means standard employer pension contributions paid in accordance with the relevant pension scheme rules and used in the calculation of the TUPE Surcharge less any costs recoverable under Annex D3: LGPS of Part D Pensions of Schedule 12 Staff Transfer;
<b>"Employer Pension Contribution Cap"</b>	means the 6% maximum rate of Employer Pension Contribution used in the calculation of the TUPE Surcharge;
<b>"Employment Costs"</b>	payments due under contracts of employment in respect of the following: <ul style="list-style-type: none"> <li>i) annual salary;</li> <li>ii) annual national insurance cost;</li> <li>iii) Annual Pension Cost;</li> <li>iv) annual life insurance cost;</li> <li>v) annual sick pay entitlement;</li> <li>vi) maternity/paternity costs; and</li> <li>vii) any other cost arising directly from the contract of employment of the Transferring Former</li> </ul>

**Contract Schedule 13: TUPE Surcharge**  
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	Supplier Employees and / or the Transferring Authority Employee;
<b>"Employee Information"</b>	means the information about the Transferring Employees which was provided or made available by the Authority prior to the submission of the Supplier's tender in connection with the procurement process leading to the award of this Contract;
<b>"Other Pension Cost"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering Core Services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the CSPA Admission Agreement;</li> <li>b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pensions employers during the Contract Period and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of NHS Pensions or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);</li> <li>c) in respect of LGPS Eligible Employees, the standard employer contribution rate applicable to LGPS Eligible Employees during the Contract Period and payable by the Supplier such sums expressed and set out in the rates and adjustments certificate under regulation 62 of the LGPS Regulations (but no other costs, contributions, charges or</li> </ul>

**Contract Schedule 13: TUPE Surcharge**  
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	<p>surcharges payable by the Supplier to or in respect of the LGPS unless otherwise agreed in writing by the Authority) less any costs recoverable under Annex D3: LGPS of Part D Pensions of Schedule 12 Staff Transfer; and</p> <p>d) such other pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute "Other Pension Cost"</p>
<b>"Transferring Employees"</b>	<p>means:</p> <p>a) Transferring Former Supplier Employees or</p> <p>b) where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the <i>starting date</i> and/or</p> <p>c) Transferring Authority Employees, (as the case may be);</p>
<b>"TUPE Count"</b>	<p>means the total number of Transferring Former Supplier Employees identified in the Employee Information;</p>
<b>"TUPE Surcharge"</b>	<p>means the sum which is the difference between:</p> <p>a) the Employment Costs to employ Transferring Employees; and</p> <p>b) the equivalent Employment Costs (calculated by reference to the Employee Information) to employ staff used by the Supplier at Further Competition to calculate the Prices;</p>
<b>"TUPE Surcharge Average"</b>	<p>means the average calculated by dividing the TUPE Surcharge by the lower of either:</p> <p>a) Labour Count; or</p> <p>b) the TUPE Count.</p>

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**1.1. TUPE Surcharge, following *starting date***

- 1.1.1. Where a Relevant Transfer takes place, or will take place, the Supplier may, no later than 20 Working Days after the Relevant Transfer Date, if it considers that it is entitled to the TUPE Surcharge, notify the Authority accordingly with its calculation of the TUPE Surcharge proposed and such breakdown and supporting evidence as may be reasonably required for the Authority to corroborate and assess the calculation of the TUPE Surcharge.
- 1.1.2. Insofar as the Supplier demonstrates to the reasonable satisfaction of the Authority and with reference to its tendered Prices (including, where appropriate, its TUPE Surcharge input stated in the Pricing Matrix) that:
- (a) there were inaccuracies or omissions in the Employee Information in terms of:
    - (i) Employment Costs; and/or
    - (ii) any other unknown costs arising directly from the contract of employment of the Transferring Former Supplier Employee and Transferring Authority Employee.
  - (b) the Supplier's actual staff costs in respect of Transferring Former Supplier Employee and Transferring Authority Employee will, as a result of changes or additions referred to in Paragraph 1.1.3 since the Employee Information was provided, be higher than those costs assumed by the Supplier (based on the Employee Information) for the purposes of completing the Pricing Matrix; and
  - (c) the Supplier has taken all reasonable steps to prevent such higher staff costs,
- the Supplier shall, subject to Paragraph 1.1.3 below, be entitled to be paid in the calculation of the Monthly Payment the appropriate TUPE Surcharge equivalent to the relevant cost increase.
- 1.1.3. Payment of the TUPE Surcharge shall only be permissible where the relevant changes in respect of Employment Costs result in an overall increase in the cost to the Supplier of providing the Services and shall take account of any cost reductions or savings that may also have arisen as a result of the relevant changes. For the avoidance of doubt, any TUPE Surcharge shall be:
- (a) limited to the amount of the actual cost increase and shall not operate to increase the Supplier's margin in any way;
  - (b) notified to the Authority within 20 Working Days of the Relevant Transfer Date. For the avoidance of doubt, should the Supplier fail to make the Authority aware of the TUPE Surcharge in accordance with Paragraph 1.1.1, the

**Contract Schedule 13: TUPE Surcharge**

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Supplier shall be deemed to have waived its right to be paid the TUPE Surcharge.

- 1.1.4. Upon receipt of the Supplier's calculation of the TUPE Surcharge, the Authority shall either:
  - (a) Notify the Supplier in writing of acceptance of the TUPE Surcharge;
  - (b) Request further information/evidence; and/or
  - (c) Request a meeting to discuss/clarify the evidence provided.
- 1.1.5. Where the Authority accepts the TUPE Surcharge following the receipt of further information/evidence or following a meeting, the Authority shall notify the Supplier in writing and confirm the TUPE Surcharge to be paid and the TUPE Surcharge will be included in the calculation of the Monthly Charge (including any unpaid balance to which the Supplier may be entitled in respect of the TUPE Surcharge from the Relevant Transfer Date to the assessment date following acceptance).
- 1.1.6. Where a TUPE Surcharge is paid, the TUPE Surcharge Average shall be calculated and will be used as the basis for the annual review of the TUPE Surcharge.
- 1.1.7. In the event that the Parties are unable to agree the TUPE Surcharge, the Parties shall follow the Dispute Resolution Procedure.

**1.2. Annual review of TUPE Surcharge**

- 1.2.1. The TUPE Surcharge shall be reviewed by the Authority at the commencement of each Contract Year.
- 1.2.2. The Supplier shall submit to the Authority, no later than 20 Working Days prior to the beginning of each Contract Year, evidence of any change to the TUPE Count in the previous Contract Year or since it was last adjusted and a calculation of the TUPE Surcharge for the coming Contract Year.
- 1.2.3. Where the TUPE Count is less than the TUPE Count in the previous Contract Year, the TUPE Surcharge shall be adjusted using the following calculation:  

$$\text{Difference in TUPE Count (previous Contract Year less current Contract Year)} \times \text{TUPE Surcharge Average}.$$
- 1.2.4. The Authority shall cease to be liable to pay the TUPE Surcharge in respect of a particular Transferring Former Supplier Employee and Transferring Authority Employee from the date upon which such employee ceases to be employed by the Supplier or engaged on this Contract (whichever occurs the earliest). If an employee ceases to be employed part way through the year, the TUPE

**Contract Schedule 13: TUPE Surcharge**

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Surcharge allocated to that employee will be deducted on a pro rata basis.

- 1.2.5. On receipt of the Supplier's calculation of the TUPE Surcharge submitted pursuant to Paragraph 1.2.2 the Authority shall either:
  - (a) Notify the Supplier in writing of acceptance of the adjusted TUPE Surcharge; or
  - (b) Request further information/evidence; and/or
  - (c) Request a meeting to discuss/clarify the evidence provided.
- 1.2.6. Where the adjustment to the TUPE Surcharge is accepted following the receipt of further information/evidence or following a meeting, the Authority shall notify the Supplier in writing and confirm the TUPE Surcharge that will apply and the adjusted TUPE Surcharge will be included in the calculation of the Monthly Charge.
- 1.2.7. The adjusted TUPE Surcharge shall be used as the benchmark in the subsequent annual review of the TUPE Surcharge.
- 1.2.8. Where the adjusted TUPE Surcharge is more than the TUPE Surcharge in the previous Contract Year, the TUPE Surcharge shall not be adjusted.
- 1.2.9. In the event that the Supplier and the Authority are unable to agree the adjustment to the TUPE Surcharge, they shall follow the Dispute Resolution Procedure.

**1.3. Right of audit**

- 1.3.1. The Authority may review and audit the calculation of the TUPE Surcharge at any time.
- 1.3.2. Where an overpayment of the TUPE Surcharge is identified following a review and/or audit carried out or by any other means, the Supplier shall repay to the Authority any over payment of the TUPE Surcharge shall be paid or allowed by the Supplier in accordance with the *conditions of contract*.

**1.4. Cost of Change**

- 1.4.1. The Supplier may request a Cost of Change adjustment. Where a Cost of Change adjustment is requested, the Supplier shall provide to the Authority evidence to justify the post award adjustment.
- 1.4.2. On receipt of a request for a Cost of Change adjustment, the Authority may:
  - (a) notify the Supplier in writing of acceptance of the Cost of Change adjustment, or
  - (b) request further information/evidence; and/or
  - (c) request a meeting to discuss/clarify the evidence provided and/or reject the Cost of Change adjustment.

**Contract Schedule 13: TUPE Surcharge**

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- 1.4.3. Where the Authority rejects the Cost of Change adjustment the Supplier shall make such change at its own risk or proceed without such change

**1.5. Employer Pension Contribution Cap & other pension cost**

- 1.5.1. Where any Annual Pension Cost would have included Employer Pension Contribution in excess of the 6% Employer Pension Contribution Cap or Other Pension Cost, the Supplier may request a pension adjustment to cover the additional cost. Such request for a pension adjustment must be submitted to the Authority no later than 20 Working Days after the end of the relevant Contract Year.
- 1.5.2. If the Supplier requests a pension adjustment in accordance with the provisions of paragraph 1.5.1 above the TUPE Surcharge, they must provide sufficient evidence to the Authority to justify the pension adjustment.
- 1.5.3. On receipt of the Supplier's calculation of the pension adjustment the Authority shall either:
- (a) Notify the Supplier in writing of acceptance of the pension adjustment;
  - (b) Request further information/evidence; and/or
  - (c) Request a meeting to discuss/clarify the evidence provided.
- 1.5.4. Where the pension adjustment in Paragraph 1.5.1 is agreed following the receipt of further information/evidence or following a meeting, the Authority shall notify the Supplier in writing.
- 1.5.5. In the event that the Supplier and the Authority are unable to agree the pension adjustment, they shall follow the Dispute Resolution Procedure.
- 1.5.6. If paragraph 1.5.1 above applies, the excess amount calculated for the pension adjustment is not included in any calculation of the TUPE Surcharge Average.
- 1.5.7. Any pension adjustment agreed by the Authority over the Employer Pension Contribution Cap or in respect of Other Pension Cost shall be paid within timescales as agreed between Authority and Supplier.

**Contract Schedule 14 (Redundancy Surcharge)**

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**Contract Schedule 14: Redundancy Surcharge (based on RM6232 COSC 29)****Definitions to be included in Definitions Schedule.**

<b>"Affected Employee"</b>	means an employee of the Supplier (or, if relevant, a notified Subcontractor) who is at risk of redundancy as a result of either of the occurrence of either of the events set out in Paragraph 2.1 of this Contract Schedule;
<b>"Early Retirement Right"</b>	any right to retirement benefit arising on termination for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise;
<b>"Redundancy Payment"</b>	<p>means any and all of the following payments which may be made by the Supplier (or, if relevant, the notified Subcontractor) to any Affected Employee:</p> <ul style="list-style-type: none"> <li>a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996;</li> <li>b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant Affected Employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday or any other payment made as compensation for the termination of employment);</li> <li>c) where it is not reasonably practicable to require the Affected Employee to work their notice period, in respect of each Affected Employee, either: <ul style="list-style-type: none"> <li>i) payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date; or</li> <li>ii) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any</li> </ul> </li> </ul>

Framework Ref: RM6232

Project Version: v2.0

Model Version: v1.0

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**Contract Schedule 14 (Redundancy Surcharge)**

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	<p>benefit in respect of any period of continuing employment (whether during a notice period or otherwise);</p> <p>d) any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and conditions of employment on the Reference Date;</p>
<b>“Reference Date”</b>	<p>means either:</p> <p>a) the date of commencement of employment, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after the Relevant Transfer Date; or</p> <p>b) the Relevant Transfer Date,</p> <p>save that where the Supplier (or, if relevant, notified Subcontractor) and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff, the relevant date shall be either the Contract Date or, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after such date, the date of commencement of employment;</p>
<b>“Redundancy Surcharge”</b>	<p>means a surcharge on the Price equal in amount to each Redundancy Payment that has been made by the Supplier; and</p>
<b>“Service Change Redundancy Surcharge”</b>	<p>means in relation to a redundancy as described in Paragraph 3.1, a surcharge on the Price equal in amount to the Redundancy Payment.</p>

**1. Introduction**

1.1 This Contract Schedule 14 sets out the process for determining the Redundancy Surcharge in the event that:

1.1.1 following a Relevant Transfer, a Transferring Former Supplier Employee and Transferring Authority Employee is made redundant by the Supplier as a result of an economic technical organisational reason entailing changes to the workforce; and

1.1.2 the Authority makes a change to the Services which results in the removal of any Services or closure of any of the Affected Property.

Framework Ref: RM6232

Project Version: v2.0

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**Contract Schedule 14 (Redundancy Surcharge)**

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**2. Redundancy Surcharge**

- 2.1 Where a Relevant Transfer takes place, or will take place, the Supplier shall not (and shall procure that any notified Subcontractor shall not) make any Transferring Former Supplier Employee(s) and Transferring Buyer Employee(s) redundant without notifying the Authority in writing about its proposals and within 7 days thereafter consulting the Authority in good faith with a view to avoiding or minimising the Redundancy Payments.
- 2.2 The Supplier shall (and shall procure that any notified Subcontractor shall) take all reasonable steps to reduce the amount of any Redundancy Surcharge by:
- 2.2.1 redeploying such people where it is practicable to do so; or
  - 2.2.2 where redeployment is not practicable, taking all reasonable (including requiring employees to work their notice where this is practicable); and
  - 2.2.3 complying with the Law and any reasonable instructions from the Authority.
- 2.3 The Redundancy Surcharge shall be zero unless:
- 2.3.1 the Supplier has notified and consulted with the Authority, pursuant to Paragraph 2.1 of this Contract Schedule 14 about the particular Transferring Former Supplier Employee(s) and Transferring Authority Employee(s) within 6 months of the *starting date*; and
  - 2.3.2 the employment of any employee to whom the Redundancy Payment relates is terminated for redundancy within twelve months of the *starting date*.
- 2.4 Where redundancy is unavoidable, the Supplier shall provide the Authority with its estimate of the Redundancy Surcharge together with a breakdown and supporting evidence of the Redundancy Payment(s) and/or anything else as may be reasonably necessary for the Authority to corroborate and assess the calculation of the Redundancy Surcharge.
- 2.5 On receipt of the Supplier's calculation of the Redundancy Surcharge the Authority shall either:
- 2.5.1 notify the Supplier in writing of acceptance of the Redundancy Surcharge relating to the Relevant Transfer; and/or
  - 2.5.2 request further information/evidence; and/ or
  - 2.5.3 request a meeting to discuss/clarify the evidence provided.
- 2.6 Where the Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Authority shall notify the Supplier in writing.

**Contract Schedule 14 (Redundancy Surcharge)**

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- 2.7 In the event that the Supplier and the Authority are unable to agree the Redundancy Surcharge, determination of the amount of the Redundancy Surcharge may be referred to the Dispute Resolution Procedure.

**3. Building closures/removal of Service(s)**

- 3.1 Subject to Paragraph 3.2, Paragraph 3.3 and Paragraph 3.4 where the Supplier or any notified Subcontractor makes or proposes to make a Redundancy Payment in relation to any termination for redundancy made as a direct result of an Authority instigated building closure or removal of service(s) or reduction of services(s), the Supplier may be entitled to a Service Change Redundancy Surcharge.
- 3.2 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under Paragraph 3.1 unless it has, before any relevant termination for redundancy is made (whether by the Supplier or by a notified Subcontractor):
- 3.2.1 notified the Authority in writing and consulted the Authority in good faith about the proposal to make any such termination for redundancy (with a view to avoiding or minimising the amount of any Redundancy Payment(s));
  - 3.2.2 provided the Authority with written estimates of any relevant Redundancy Payment together with a breakdown of such estimates and such supporting evidence as the Authority may reasonably request to corroborate and assess the calculations; and
  - 3.2.3 provided the Authority with details of the steps the Supplier, or the notified Sub-Contractor (as applicable), has taken (or proposes to take) to mitigate such costs in accordance with Paragraph 3.4
- 3.3 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under Paragraph 3.1 unless it, or the notified Subcontractor (as applicable), has followed a lawful and fair dismissal procedure and complied with all contractual and legislative requirements (save for a breach of notice entitlement where payment is made on termination in satisfaction of the employee's claim for damages) in respect of each termination for redundancy to which the Service Change Redundancy Surcharge relates.
- 3.4 The Supplier shall (or, where relevant, shall procure that the notified Subcontractor shall) avoid having to make, or (where that is not practicable) minimise the amount of, any Redundancy Payment by:
- 3.4.1 redeploying any relevant person where it is practicable to do so;
  - 3.4.2 where redeployment is not practicable, taking reasonable steps to minimise the amount of Redundancy Payment, including requiring employees to work their notice where this is practicable;

Framework Ref: RM6232

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**Contract Schedule 14 (Redundancy Surcharge)**

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- 3.4.3 complying with the Law and any reasonable instructions of the Authority.
- 3.5 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under Paragraph 3.1 unless:
  - 3.5.1 the Supplier (or, where relevant, notified Subcontractor) has notified the Authority in writing and consulted with the Authority, pursuant to Paragraph 3.1, within one month of receiving notice by the Supplier of the building closure or removal of service(s); and
  - 3.5.2 the employment of any employee to whom the Redundancy Payment relates is terminated for redundancy no later than one month after the relevant building closure or removal of service(s).
- 4. On receipt of the Supplier's calculation of the Redundancy Payments in accordance with Paragraph 3.2 the Authority shall either:
  - 4.1 notify the Supplier in writing of acceptance of the Service Change Redundancy Surcharge relating to the relevant building closure or removal of service(s); and/or
  - 4.2 request further information/evidence; and/ or
  - 4.3 request a meeting to discuss/clarify the evidence provided.
- 5. Where the Service Change Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Authority shall notify the Supplier in writing.
- 6. In the event that the Supplier and the Authority are unable to agree the Service Change Redundancy Surcharge, determination of the amount of the Service Change Redundancy Surcharge may be referred to the Dispute Resolution Procedure.

Contract Schedule 15: Governance  
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## Contract Schedule 15: Governance (based on RM6232 COS 15)

Definitions included in Definitions Schedule.

<b>“CCS”</b>	The Minister for the Cabinet Office (the “Cabinet Office”) as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality
<b>“Chairperson”</b>	the chairperson appointed by the Authority for each meeting;
<b>“Contract Manager”</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;
<b>“Executive Level Key Account Management Meeting”</b>	the meeting established in accordance with Annex 2 of this Schedule;
<b>“Key Account Management Meeting”</b>	the meeting established in accordance with Annex 1 of this Schedule;
<b>“Month”</b>	a calendar month and “Monthly” shall be interpreted accordingly;
<b>“Pre-KAMM”</b>	Brief internal stakeholder meeting held in preparation for each KAMM to determine and agree escalations to be covered with the Supplier at the monthly KAMM; and
<b>“Working Day”</b>	any working day other than a Saturday or Sunday or public holiday in England and Wales;

### 1 Contract Management

- 1.1 The Supplier shall appoint a Contract Manager for the purposes of this contract through whom the provision of the Services shall be managed day-to-day. The Supplier and the Contract Manager shall appoint appropriate resource as required to at all times meet the requirements of this contract in accordance with Work Package A (Contract Management) of Contract Schedule 2 (Scope).
- 1.2 The Supplier shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this contract can be fully realised.
- 1.3 The governance arrangements for this contract shall apply from the Contract Date until the end of the Service Period.

Contract Schedule 15: Governance  
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- 1.4 The Supplier is required to align all Authority operational governance within each workstream across the Services (governance terms of reference (“**ToR**”) and cadence to be agreed and established during Mobilisation) with the appropriate level of resource to support in defining ToR, preparing agreed reports in advance of the meeting, producing minutes within an agreed timescale with the Authority and producing an updated action log (issued no fewer than one (1) Working Day in advance of non-emergency meetings).
- 1.5 The Supplier and Authority operational governance ToR will have clearly defined escalation routes into the Pre-KAMM and KAMM meetings (to be agreed during Mobilisation), relating to risks and issues (rated medium to high) which cannot be resolved in these operational governance forums.
- 1.6 Notwithstanding all other governance and reporting requirements established in this contract and its schedules, the outline structure of the account management governance arrangements for this contract (the initial iteration of which is detailed at Annex 3) shall be agreed between the Authority and the Supplier during the Mobilisation Period and shall be subject to variation by the Authority throughout the Contract Period.

## **2 Role of the *Service Manager***

- 2.1 The *Service Manager* may fulfil the Authority’s obligations and exercise the rights of the Authority, save as otherwise notified by the Authority, for the purposes of this Contract Schedule 15.

## **3 Role of the Key Account Management Meeting and Executive Level Key Account Management Meeting**

- 3.1 The Executive Level Key Account Management Meeting (**ELKAMM**) shall act as a point of escalation for the Key Account Management Meeting (**KAMM**).
- 3.2 The Key Account Management Meeting and Executive Level Key Account Management Meeting shall be established by the Authority and the Supplier for the purposes of this contract as set out in Annexes 1 and 2 to this Contract Schedule 15.
- 3.3 The members, frequency, location and planned start date of the meetings shall be established as set out in Annexes 1 and 2 to this Contract Schedule 15.
- 3.4 The procedure in the event that either Party wishes to replace any of its appointed meeting members is set out in Annexes 1 and 2 to this Contract Schedule 15.
- 3.5 Each Party shall ensure that its KAMM and ELKAMM members shall make all reasonable efforts to attend meetings at which that member’s attendance is required.
- 3.6 The purpose of the KAMM and ELKAMM will be, inter alia, to review the Supplier’s and certain subcontractor’s performance under this Contract. Further detail is set out in Annexes 1 and 2 to this Contract Schedule 15.

## **4 Reporting under the Framework Contract**

Pursuant to the Supplier’s obligations under Framework Schedule 4 (Framework Management) and Framework Schedule 5 (Management Charges and Information) of the Framework Contract, the Supplier shall provide the Authority with copies of any

Contract Schedule 15: Governance  
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materials provided to CCS which pertain to, or contain reference to, this contract at the same time as it provides these materials to CCS.

## **ANNEX 1 (KEY ACCOUNT MANAGEMENT MEETING)**

### **1 Key Account Management Meeting**

- 1.1 The Authority and the Supplier shall establish and maintain a Key Account Management Meeting consisting of:
  - 1.1.1 at least three (3) members from the Authority, one of which will be the Key Account Management Meeting Chairperson; and
  - 1.1.2 three (3) members from the Supplier.
- 1.2 In the event that the Authority wishes to replace the Chairperson, it shall notify the Supplier in writing which member shall be appointed as Chairperson in place of the existing Chairperson and the replacement shall take effect on the date stated by the Authority or immediately if the Authority does not specify a date.
- 1.3 The Supplier shall provide a Monthly report on the performance of all Subcontractors notified to the Supplier by the Authority during the Mobilisation Period. The Authority may notify the Supplier at any time during the Service Period of Subcontractors to be either added to or removed from the Monthly report at no cost to the Authority. The Supplier shall provide the Monthly report to the Authority no fewer than five (5) Working Days in advance of each Key Account Management Meeting.

### **2 Function**

- 2.1 The Supplier acknowledges and agrees that the functions of the Key Account Management Meeting may be changed at any time during the Contract Period on reasonable notice to the Supplier to reflect the Authority's business priorities and requirements. From the *starting date*, unless and until notified otherwise, the functions of the KAMM shall include but not be limited to:
  - 2.1.1 monitor and oversee operational issues escalated by the Authority's stakeholders Pre-KAMM including health and safety performance, performance against the Performance Table, forthcoming planned projects work and any changes to the Affected Property;
  - 2.1.2 oversee meetings between the Parties' respective management teams, together with whatever direct daily contact is necessary to manage the contract;
  - 2.1.3 be accountable to the Executive Level Key Account Management Meeting for comprehensive oversight of the delivery of the Scope;
  - 2.1.4 report to the Executive Level Key Account Management Meeting on significant issues requiring decision and resolution by the Executive Level Key Account Management Meeting;
  - 2.1.5 assess, analyse and record the impact of issues relating to delivery of the Scope and performance;
  - 2.1.6 provide minutes of its meetings to the Executive Level Key Account Management Meeting and escalate any significant issues that require resolution by the Executive Level Key Account Management Meeting;



Contract Schedule 15: Governance  
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- 2.1.7 review the Monthly Subcontractor report provided by the Supplier pursuant to paragraph 1.3 of this Annex 1;
- 2.1.8 monitor and review all aspects of the financial performance of this contract and the Services provided by the Supplier;
- 2.1.9 assess, analyse and record the impact of compensation events;
- 2.1.10 assess, analyse and record the impact of the performance management regime on financial performance;
- 2.1.11 monitor and review any initiatives to generate a cost saving to the Authority including matters of continuous improvement;
- 2.1.12 oversee the operation of the pricing and payment provisions of the contract;
- 2.1.13 ensure that this contract is at all times operated in a manner which optimises the value for money derived by the Authority and the commercial benefit derived by the Supplier;
- 2.1.14 determine business strategy and provide guidance on policy matters which may impact on the Services or the Scope;
- 2.1.15 provide guidance to the Executive Level Key Account Management Meeting on matters escalated to it;
- 2.1.16 ensure that arrangements are in place to achieve the Authority's objectives;
- 2.1.17 review and assess the success of the contract and the relationship between the Parties;
- 2.1.18 review developments in the Authority's and the Supplier's businesses and in the marketplace generally, and assess the implications (if any) for the Service and the contract in general;
- 2.1.19 ensure that both Parties are bringing to bear the necessary skills and capabilities to meet their respective obligations under the contract;
- 2.1.20 review framework reporting information pertaining to this contract submitted by the Supplier to CCS;
- 2.1.21 any other matters relating to the performance of the contract (including the operation of this Schedule) that the Authority may wish to discuss from time to time.

### **3 Role**

- 3.1 The role of the Key Account Management Meeting as regards this contract includes but is not limited to making recommendations to the Authority and to the Supplier, which the Authority and the Supplier may accept or reject at their complete discretion. Neither the Key Account Management Meeting itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this contract or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the Key Account Management Meeting, or any members of the Key Account Management Meeting acting in that capacity, so as to

Contract Schedule 15: Governance  
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give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority and the Supplier under this contract. No discussion, review or recommendation by the Key Account Management Meeting shall relieve the Authority and the Supplier of any liability or vary any such liability or any right or benefit

#### **4 Representatives**

- 4.1 The Authority and the Supplier may appoint their representatives on the Key Account Management Meeting and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Key Account Management Meeting may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Party's representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

#### **5 Practices and Procedures**

##### **5.1 Place and time**

- 5.1.1 Subject to Paragraph 5.1.2 (Place and Time), the Key Account Management Meeting will take place at such places and times as the Parties shall decide. A standing agenda shall be agreed by the Parties during the Mobilisation Period and updated during the Service Period as required. Either party may introduce additional items to the agenda for the subsequent KAMM by notice to the other party no later than two (2) Working Days before the KAMM; and
- 5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

##### **5.2 Frequency**

- 5.2.1 The Key Account Management Meeting shall meet at least once every Month from the Contract Date until the end of the Service Period unless the Authority requires the Supplier to attend during the Termination Assistance Period.
- 5.2.2 Subject to paragraph 5.2.3, the Key Account Management Meeting shall be replaced by the Executive Level Key Account Management Meeting on one occasion in each quarter of each Contract Year, in accordance with Annex 2 of this Schedule.
- 5.2.3 The Authority may require a Key Account Management Meeting to be held in the same month as an Executive Level Key Account Management Meeting on giving reasonable notice to the Supplier.

##### **5.3 Quorum**

- 5.3.1 The quorum for the proper and valid conduct of any business of the Key Account Management Meeting shall be at least four (4) persons including at least two representatives of the Authority pursuant to Paragraph 4 (Representatives).
- 5.3.2 If a quorum is not present at any meeting of the Key Account Management Meeting within fifteen (15) minutes of that meeting's start time, it shall be

adjourned to a date which is no greater than five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the Key Account Management Meeting

- 5.4.1 Recommendations and other decisions of the Key Account Management Meeting must have the affirmative vote of all those voting on the matter, which must include not less than four (4) representatives, at least two (2) of which shall be representatives of the Authority.

5.5 Minutes

- 5.5.1 Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Key Account Management Meeting shall be recorded by the Authority and copies circulated to the Supplier normally within three (3) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Authority and shall be open to inspection by the Supplier at any time during normal business hours on reasonable notice.

5.6 Voting

- 5.6.1 Each member of the Key Account Management Meeting shall have one (1) vote. In the event of deadlock on any issue before the Key Account Management Meeting, the Key Account Management Meeting Chairperson shall have the casting vote.

5.7 Attendance

- 5.7.1 Each of the Parties shall use all reasonable endeavours to ensure the regular attendance in person of their representatives at all meetings of the Key Account Management Meeting and will ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone meetings etc

- 5.8.1 Where the representatives of the Key Account Management Meeting consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Key Account Management Meeting is able to so participate.

5.9 Temporary members

- 5.9.1 The members of the Key Account Management Meeting may from time to time invite to any meeting of the Key Account Management Meeting such other persons including Subcontractors and/or Others (**Temporary KAMM Members**) as members of the Key Account Management Meeting may agree (in accordance with Paragraph 5.4 (Recommendations of the Key Account Management Meeting)) of this Annex 1. For the avoidance of doubt, Temporary KAMM Members shall have no voting rights.

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## **ANNEX 2 (EXECUTIVE LEVEL KEY ACCOUNT MANAGEMENT MEETING)**

### **1 Establishment and structuring of the Executive Level Key Account Management Meeting**

1.1 The Parties shall establish and maintain throughout the Service Period an Executive Level Key Account Management Meeting consisting of:

1.1.1 at least three (3) members from the Authority, one of which will be the Executive Level Key Account Management Meeting Chairperson; and

1.1.2 three (3) members from the Supplier.

### **2 Role, Representatives, Practices and Procedures**

#### **2.1 Role**

2.1.1 The role of the Executive Level Key Account Management Meeting as regards this contract includes but is not limited to making recommendations to the Authority and to the Supplier, which the Authority and the Supplier may accept or reject at their complete discretion. Neither the Executive Level Key Account Management Meeting, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this contract or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the Executive Level Key Account Management Meeting, or any members of the Executive Level Key Account Management Meeting acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority and the Supplier under this contract. No discussion, review or recommendation by the Executive Level Key Account Management Meeting shall relieve the Authority and the Supplier of any liability or vary any such liability or any right or benefit

#### **2.2 Representatives**

2.2.1 The Authority and the Supplier may appoint their representatives on the Executive Level Key Account Management Meeting and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Executive Level Key Account Management Meeting may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

2.2.2 In the event that the Authority wishes to replace the Chairperson, it shall notify the Supplier in writing which member shall be appointed as Chairperson in place of the existing Chairperson and the replacement shall take effect on the date stated by the Authority or immediately if the Authority does not state a date.

#### **2.3 Place and time**

2.3.1 Subject to Paragraph 2.3.2 (Place and Time), meetings of the Executive Level Key Account Management Meeting will take place at such places and times as the Parties shall decide. A standing agenda shall be agreed

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by the Parties during the Mobilisation Period and updated during the Service Period as required. Either party may introduce additional items to the agenda for the subsequent ELKAMM by notice to the other party no later than two (2) Working Days before the ELKAMM; and

2.3.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

2.4 Frequency

2.4.1 The Executive Level Key Account Management Meeting shall meet at least once every quarter from the starting date until such time as the Executive Level Key Account Management Meeting shall agree otherwise.

2.5 Quorum

2.5.1 The quorum for the proper and valid conduct of any business of the Executive Level Key Account Management Meeting shall be at least four (4) persons including at least two representatives of the Authority.

2.5.2 If a quorum is not present at any meeting of the Executive Level Key Account Management Meeting within fifteen (15) minutes of that meeting's start time, it shall be adjourned to a date which is no greater than five (5) Working Days later or such other time as the Parties may agree.

2.6 Recommendations of the Executive Level Key Account Management Meeting

2.6.1 Recommendations and other decisions of the Executive Level Key Account Management Meeting must have the affirmative vote of all those voting on the matter, which must include not less than four (4) representatives, at least two (2) of which shall be representatives of the Authority.

2.7 Minutes

2.7.1 Minutes of all decisions (including those made by telephone or other telecommunication form) of the Executive Level Key Account Management Meeting shall be recorded by the Authority and copies circulated to the Supplier normally within three (3) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Authority and shall be open to inspection by the Supplier at any time during normal business hours on reasonable notice.

2.8 Voting

2.8.1 Each member of the Executive Level Key Account Management Meeting shall have one (1) vote. In the event of deadlock on any issue before the Executive Level Key Account Management Meeting, the Chairperson shall have the casting vote.

2.9 Attendance

2.9.1 Each of the Parties shall use all reasonable endeavours to ensure the regular attendance in person of their representatives at all meetings of the Executive Level Key Account Management Meeting and will ensure that

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their representatives are appropriately empowered to agree matters on its behalf.

2.10 Telephone meetings etc

- 2.10.1 Where the representatives of the Executive Level Key Account Management Meeting consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Executive Level Key Account Management Meeting is able to so participate.

2.11 Temporary members

- 2.11.1 The members of the Executive Level Key Account Management Meeting may from time to time invite to any Executive Level Key Account Management Meeting such other persons including Subcontractors and/or Others (Temporary Members) as members of the Executive Level Key Account Management Meeting and may agree (in accordance with Paragraph 2.6. (Recommendations of the Executive Level Key Account Management Meeting) of this Annex 2). For the avoidance of doubt, Temporary Members shall have no voting rights.

**3 Functions of the Executive Level Key Account Management Meeting**

- 3.1 The Executive Level Key Account Management Meeting shall be responsible for the executive management of the operational performance of this contract and shall be responsible for issues escalated to it by the Key Account Management Meeting for comprehensive oversight of matters of operational performance.
- 3.2 The members of the Executive Level Key Account Management Meeting shall comprise management staff of the Supplier and the Authority responsible for the daily delivery of the Services and Scope and who have a thorough understanding of them.

**4 The Executive Level Key Account Management Meeting annual review**

- 4.1 The fourth quarterly Executive Level Key Account Management Meeting in any Contract Year shall also be used to conduct an annual review of the Services, starting on or around the first anniversary of the *starting date* until the end of the Service Period.
- 4.2 The purpose of the annual review meeting shall be (without limitation) to review the following matters:
- 4.2.1 the operation of this contract;
  - 4.2.2 Savings;
  - 4.2.3 continuous improvement, in accordance with paragraph 2.3.13 of Contract Schedule 9 (Continuous Improvement);

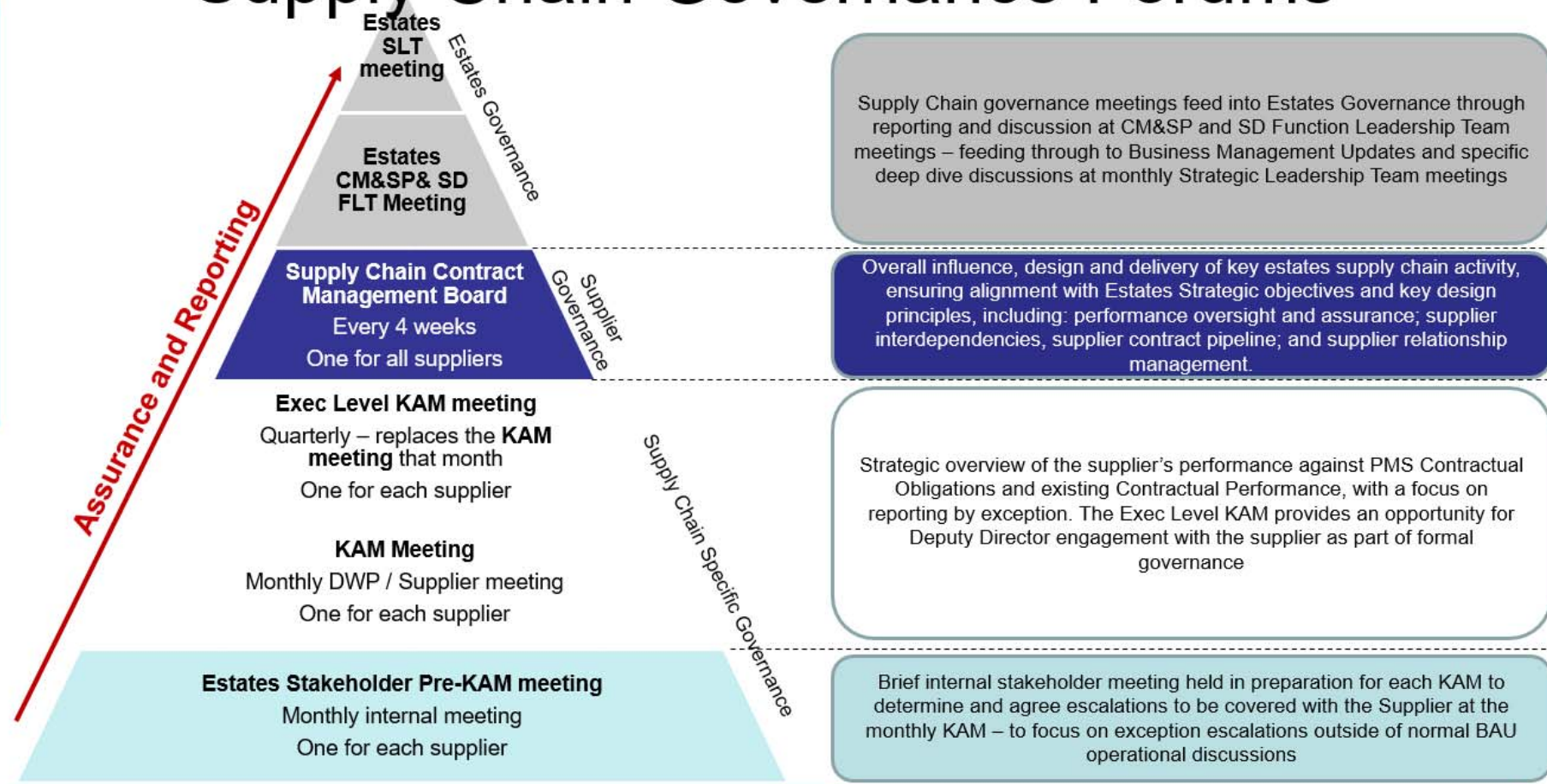
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- 4.2.4 review of the KPIs and the SPIs and the Authority proposals to amend the KPIs and SPIs;
  - 4.2.5 any other matters that the Authority notifies to the Supplier.
- 4.3 The meetings shall be attended by:
  - 4.3.1 senior board level staff from the Supplier;
  - 4.3.2 other representatives of the Supplier;
  - 4.3.3 representatives of the Authority; and
  - 4.3.4 any other persons considered by the Authority necessary for the review.

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### ANNEX 3 (GOVERNANCE STRUCTURE)

# Supply Chain Governance Forums





**Contract Schedule 16 (Processing Data)**  
**Based on RM6232 JS 11**  
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## **Contract Schedule: 16 Processing Data (based on RM6232 JS 11)**

### **Definitions**

#### **Status of the Controller**

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

#### **Where one Party is Controller and the other Party its Processor**

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. 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 and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing 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.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

**Contract Schedule 16 (Processing Data)****Based on RM6232 JS 11**

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- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in 29C.3 of the *additional conditions of contract*, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data breach;
  - (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 the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (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 Contract Schedule 16, Clause 29C, Clause 27 and 29B of the *additional conditions of contract*;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (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 the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not access, process, host or 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 LED Article 37) as determined by the Controller;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate 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

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- (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; and
  - (vi) the Processor shall comply with any reasonable instructions notified to it by the Controller in relation to the Personal Data in question.
  - (vii) The provisions set out in 5(d)(i-vi) shall apply to Landed Resources.
  - (viii) Where the Authority is the Controller and has given its prior written consent to the Supplier as the Processor to access, process, host or transfer Personal Data of the Authority from premises outside the United Kingdom:
    - a) the Supplier must notify the Authority (in so far as they are not prohibited by Law) where any regulatory bodies seek to gain or has gained access to such Personal Data of the Authority;
    - b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Personal Data to any regulatory bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.
  - (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 Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Contract Schedule 16, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access 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 the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (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 Personal Data Breach.
- 7. The Processor's obligation to notify under paragraph 6 of this Contract Schedule 16 shall include the provision of further information to the Controller, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of

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this Contract Schedule 16 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately 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 it to comply with a Data Subject Access Request within the relevant timescales set out in the 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 Personal Data Breach; and/or
- (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.

- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Contract Schedule 16. 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.
- 10. The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Contract Schedule 16 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Contract Schedule 16 by replacing it with any applicable controller to processor

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standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Contract Schedule 16.

**Independent Controllers of Personal Data**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Contract Schedule 16 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum,

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comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

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Project Version: v2.0

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**Contract Schedule 16 (Processing Data)****Based on RM6232 JS 11**

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28. Notwithstanding the general application of paragraphs 1 to 15 of this Contract Schedule 16 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Contract Schedule 16.

**Contract Schedule 16 (Processing Data)**

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**Annex 1 - Processing Personal Data**

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

- 1.1 The contact details of the Authority's Data Protection Officer are:  
**Redacted** Caxton House - London
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Redacted**  
**Redacted**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 1 to paragraph 15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>Contact details, including names, phone numbers, email addresses and business addresses, of DWP staff, landlords and co-tenants.</b></li> </ul> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Authority is the Processor in accordance with paragraph 1 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li>• <b>Not applicable</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b>Not applicable</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> </ul>



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	<ul style="list-style-type: none"> <li><i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Contract) for which the Authority is the Controller,</i></li> </ul>
Duration of the Processing	The duration of the contract, including any contract extension(s)
Nature and purposes of the Processing	<p><i>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.</i></p> <p><i>The purpose might include: General estate/property management</i></p>
Type of Personal Data	Contact details, including names, phone numbers, email addresses and business addresses, of DWP staff, landlords and co-tenants.
Categories of Data Subject	DWP staff, Supplier Staff, Subcontractor staff, agents, consultants, co-tenants, landlords
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	DWP owns all Personal Data of the Authority and Documentation that is stored on the CAFM and this must be returned to the Authority, or its incoming Facilities Management Services Supplier at the end of the contract.

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**Annex 2 - Joint Controller Agreement****1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 1-15 of Contract Schedule 16 (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Contract Schedule 16 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Authority:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR; and
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

**2. Undertakings of both Parties**

2.1 The Supplier and the Authority each undertake that they shall:

- (a) report to the other Party monthly via the KAMM on:
  - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

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- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

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- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 3. **Data Protection Breach**
  - 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
    - (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
    - (b) all reasonable assistance, including:
      - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
      - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
      - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

**Contract Schedule 16 (Processing Data)****Based on RM6232 JS 11**

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- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
  - (a) the nature of the Personal Data Breach;
  - (b) the nature of Personal Data affected;
  - (c) the categories and number of Data Subjects concerned;
  - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
  - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
  - (f) describe the likely consequences of the Personal Data Breach.

**4. Audit****4.1 The Supplier shall permit:**

- (a) the Authority, or a third-party auditor acting under the Authority's direction, to conduct, at the Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
  - (b) the Authority, or a third-party auditor acting under the Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 4.2 The Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

**5. Impact Assessments****5.1 The Parties shall:**

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- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

**6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

**7. Liabilities for Data Protection Breach**

7.1 If financial penalties are imposed by the Information Commissioner on either the Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Authority and its third-party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure.

Framework Ref: RM6232

Project Version: v2.0

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**Contract Schedule 16 (Processing Data)****Based on RM6232 JS 11**

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7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Authority is responsible for the relevant Personal Data Breach, then the Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses; and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third-party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Authority.

**8. Termination**

If the Supplier is in Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), then this shall constitute a Material Default.

**9. Sub-Processing**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**10. Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be

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**Contract Schedule 16 (Processing Data)****Based on RM6232 JS 11**

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necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



**Contract Schedule 17: ICT Services**  
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## Contract Schedule 17: ICT Services (based on COSC 6)

### 1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Contract Schedule 1 (Definitions):

<b>“Artificial Intelligence” or “AI”</b>	means any technology, software, hardware, machine, system, or combination of the foregoing, that <ul style="list-style-type: none"> <li>a) is designed to act rationally, or think or act like a human, including cognitive architectures and neural networks;</li> <li>b) is designed to undertake, replicate, or approximate a cognitive task;</li> <li>c) performs tasks requiring human-like perception, intelligence, or cognition;</li> <li>d) generates outputs under varying and unpredictable circumstances without significant human oversight; and/or</li> <li>e) has the capacity to learn, adapt, change, improve, and/or develop when exposed to new stimuli, information and/or data</li> <li>f) including without limitation artificial intelligence, machine learning, speech and natural language processing, robotics, and autonomous systems;</li> </ul>
<b>"Authority Software"</b>	any Software which is owned by or licensed to the Authority (excluding any Software licensed by the Supplier to the Authority under this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
<b>"Authority System"</b>	means any ICT which: <ul style="list-style-type: none"> <li>a) is owned or managed by, licensed or leased to, or otherwise provided for the use of the Authority; and</li> <li>b) is directly or indirectly relevant to the provision of the Services by the Supplier or the receipt of the Services by the Authority;</li> </ul> but excluding: <ul style="list-style-type: none"> <li>i. the Incumbent Supplier System;</li> <li>ii. the Integrator System; and</li> <li>iii. the Supplier System;</li> </ul>
<b>“Commercial off the shelf Software” or “COTS Software”</b>	means any Software products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;

**Contract Schedule 17: ICT Services**

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<b>"Defect"</b>	<p>any of the following, regardless of when it is identified and whether or not it prevents the relevant Services from passing any Test required under this Contract:</p> <p>any error, damage or defect in a Services; or</p> <ol style="list-style-type: none"> <li>any error, damage, defect, or failure of code within the Software</li> <li>anything which causes a Services to malfunction or to produce unintelligible or incorrect results; or</li> <li>any failure of any Services to provide the performance, features and functionality specified in the requirements of the Authority or the Documentation (including any adverse effect on response times); or</li> </ol> <p>any failure of any Services to operate in conjunction with or interface with any other Services or the ICT Environment or any other relevant component in order to provide the performance, features and functionality specified in this Contract;</p>
<b>"Emergency Maintenance"</b>	ICT means urgent ICT Maintenance undertaken otherwise than in accordance with the approved ICT Maintenance Schedule;
<b>"Hardware"</b>	means any physical device, machinery, or component, used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) servers, computers, laptops, tablets, smartphones, network devices (including routers, switches and firewalls), storage devices (including hard drives and SSDs), peripherals (including monitors, keyboards, mice, microphones, speakers, and cameras), power supplies, backup and protection systems, and all other related electronic, electrical, and mechanical components;
<b>"ICT Environment"</b>	<p>means all of the ICT which is or could be relevant to the Supplier's delivery of the Services, including:</p> <ol style="list-style-type: none"> <li>the Incumbent Supplier System;</li> <li>the Authority System;</li> <li>the Integrator System;</li> <li>the Supplier System;</li> <li>any relevant third party system(s);</li> </ol>
<b>"ICT Maintenance Schedule"</b>	means the rolling schedule of planned ICT Maintenance which shall be created and maintained by the Supplier in accordance with paragraph 8 of Schedule 17 and approved by the Authority from time to time;
<b>"ICT Maintenance"</b>	means the actions taken to keep the ICT Environment operating efficiently in the Operating Environment and to prevent, predict, and manage any faults, errors, Defects, Malware, or risks, including (without limitation) the provisions of updates, the

**Contract Schedule 17: ICT Services**

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	installation of New Releases, patches, bug fixes, security enhancements, the replacement or repair of Hardware, technical support and troubleshooting, and other measures to ensure the continued operation, functionality, performance, and security of the same;
<b>"ICT Services"</b>	means the services to the extent that they involve or relate to any ICT;
<b>"Information and Communication Technology"</b> or <b>"ICT"</b>	means: a) Software b) Hardware c) AI  Any other technology relating to information and/or communication, including anything used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) business and/or telecommunications systems, the internet, electronic mail, electronic data interchange, digital and cloud-based services, databases, networks, and any other similar or related technology;
<b>"Information Security Questionnaire"</b>	means the Authority's set of questions used on an ongoing basis to audit and assure the Supplier's compliance with the Authority's security requirements;
<b>"Integrator System"</b>	means the integrator system including integrator software;
<b>Incumbent Supplier System</b>	means any ICT which is owned or managed by, licensed or leased to or via, or otherwise specified or provided by the Incumbent Supplier in relation to the services, including specifically the Incumbent Supplier's CAFM;
<b>"Licensed Software"</b>	means all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Authority for the purposes of or pursuant to this Contract;
<b>"Malware"</b>	means any thing or device (including any ICT, malware, code, file, programme, worm, Trojan horse, or virus) which may: a) prevent, impair, or affect the performance, functionality, reliability or security of; b) gain or facilitate unauthorised access to; c) prevent, impair or affect authorised access to; d) adversely affect the user experience of; and/or e) lose, erase, damage, delete, destroy, hinder, create, assimilate, publish, re-arrange, alter, or otherwise adversely affect f) any ICT, data, or information in whole or in part;

**Contract Schedule 17: ICT Services**

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<b>"New Release"</b>	means, in relation to an ICT product, a new release produced primarily to extend, alter or improve the relevant ICT by providing improved or additional functionality, capabilities, or performance and/or correct Defects while still retaining the original designated purpose of the product;
<b>"Non-COTS Software"</b>	means any Software which is not COTS Software;
<b>"Object Code"</b>	means a version of any Software which is in executable, binary, and/or machine-readable form;
<b>"Open Source Software"</b>	means Software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge, including under recognised open-source licences such as the GNU General Public License, MIT License, and similar licensing models that conform to the Open Source Definition published from time to time by the Open Source Initiative currently available at <a href="https://opensource.org/osd/">https://opensource.org/osd/</a> ;
<b>"Operating Environment"</b>	means the Authority System and any premises (including the Authority Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Services are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</li> <li>c) where any part of the Supplier System is situated;</li> </ul>
<b>"Permitted Maintenance"</b>	means planned ICT Maintenance undertaken in accordance with the approved ICT Maintenance Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Software Supporting Materials"</b>	means, in relation to Software, all other information, resources, materials, and tools that aid in the understanding, usage, maintenance, support, or operation of the Software, including: <ul style="list-style-type: none"> <li>a) manuals, installation guides, FAQs, troubleshooting guides, training materials, and help systems;</li> <li>b) documents relating to the design and architecture of the Software</li> <li>c) release notes, test documentation (including any strategies, specifications, success criteria, procedures, plans, instructions, reports, scripts, test data, and descriptions of test issues), defect records, build instructions, and operating instructions;</li> </ul>
<b>"Software"</b>	means any of the following, including all parts, components, versions, and iterations thereof:

**Contract Schedule 17: ICT Services**

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	<ul style="list-style-type: none"> <li>a) computer programs, applications, source code (including code comments), algorithms, and/or sets of instructions relating to the operation of a computer or other device;</li> <li>b) all embodiments of the foregoing in any format including any Source Code, Object Code, functions, scripts, libraries, executables, binaries, configurations, customisations, transformations, patches, upgrades, versions, integrations, releases, interfaces and APIs;</li> <li>c) all Software Supporting Materials, data, databases, files, documents, and information required for the correct operation of the foregoing;</li> </ul>
<b>"Source Code"</b>	means a version of any Software which is in human-readable form; and
<b>"Specially Written Software"</b>	means any Software created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) for the purposes of this Contract, including any modifications or enhancements to COTS Software.

**2. When this Schedule should be used**

This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Service.

**3. Authority due diligence requirements**

- 3.1. The Supplier shall make its own enquiries to satisfy itself of the accuracy and adequacy of all relevant details, information and documents that the Supplier considers necessary or relevant to ensure the performance of its obligations under this Contract including but not limited to, details relating to the following;
  - 3.1.1. The Authority's requirements;
  - 3.1.2. The Due Diligence Information;
  - 3.1.3. Any actions or items the Supplier requires the Authority to perform, complete or provide;
  - 3.1.4. The capabilities, functionality, and performance of the existing and (to the extent that it is defined or reasonably foreseeable at the Mobilisation Start Date) future ICT Environment;
  - 3.1.5. The scope, complexity and deliverability of the work required to complete Mobilisation in accordance with the Mobilisation Plan, and the resources required to reliably do so;
  - 3.1.6. The suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Mobilisation Start Date) future Operating Environment;
  - 3.1.7. The operating processes and procedures and the working methods of the Authority;
  - 3.1.8. The ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Authority Assets; and

**Contract Schedule 17: ICT Services**

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- 3.1.9. The existing contracts (including any licences, support, maintenance and other contracts relating to the ICT Environment and/or the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services.
- 3.2. The Supplier confirms that it has advised the Authority in writing of:
  - 3.2.1. each aspect, if any, of the ICT Environment and the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3. a timetable for and the costs of those actions.

**4. Warranties: Software and ICT Services**

- 4.1. The Supplier represents and warrants that:
  - 4.1.1. it has and shall continue to have all necessary rights in and to the Supplier System made available by the Supplier (and/or any Subcontractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Service by the Authority;
  - 4.1.2. the Supplier System (including all components of the same, and any upgrades, updates and New Releases, and any Specially Written Software) used by or on behalf of the Supplier shall:
    - 4.1.2.1. not infringe any IPR owned by any third party.
    - 4.1.2.2. have all the necessary features, functionality, capabilities and qualities, and be fit for the purpose of meeting the Authority's requirements;
    - 4.1.2.3. be fully tested and subject to appropriate quality assurance processes, and free from Defects and/or material design and programming errors;
    - 4.1.2.4. perform in all material respects in accordance with the relevant Requirements and the Specification, including those contained in Contract Schedule 6: Key Performance Indicators), and the Documents;
    - 4.1.2.5. be and remain compliant with the interface requirements of the Authority, such that the Software can exchange data with the Authority System, the Integrator System, and any other systems as required over the Contract Period;
    - 4.1.2.6. be and remain currently supported versions, updated as required before the expiry of any support and maintenance periods;
    - 4.1.2.7. be and remain fully compatible with the ICT Environment and the Operating Environment during the Contract Period of this Contract (and the Supplier acknowledges that the ICT Environment is likely

**Contract Schedule 17: ICT Services**

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to change during Mobilisation Period and Service Period e.g. in order for all components of the same to remain within current support);

- 4.1.2.8. be subject to appropriate regression testing following any updates made during the Contract Period;
- 4.1.2.9. be and remain secure and free from Malware, tested regularly, and updated as necessary to remain compatible with the Authority's security requirements and any emerging security threats over the Contract Period;
- 4.1.3. all components of any Specially Written Software shall:
  - 4.1.3.1. be free from material design and programming errors;
  - 4.1.3.2. perform in all material respects in accordance with the relevant specifications contained in Contract Schedule 6: Key Performance Indicators, Contract Schedule 2: Scope Annex G & H, and Documents; and
  - 4.1.3.3. not infringe any IPR
  - 4.1.3.4. comply with the Authority's security requirements and any code development practices or other requirement specified by the Authority in the Specification.

**5. Provision of ICT Services**

## 5.1. The Supplier shall:

- 5.1.1. ensure that the Supplier System complies with the interface requirements of the Authority
- 5.1.2. ensure that the Authority is given as much notice as possible of any material changes to the Supplier System, including:
  - 5.1.2.1. at least six (6) months' notice of the introduction of any new Software; and
  - 5.1.2.2. at least three (3) months' notice of an upgrade of any Software involving material change of functionality.

but this obligation shall not delay the Supplier's performance of its obligations to respond to Malware (for example, by applying emergency security patches with no or minimal notice to the Authority, as necessary) and other emergencies.
- 5.1.3. ensure that all Software components of the Supplier System are currently supported versions of that Software and performs in all material respects in accordance with the relevant specification;
- 5.1.4. ensure that the Supplier System remains free of all encumbrances;
- 5.1.5. ensure that the Services are and remain fully compatible with the ICT Environment,

**Contract Schedule 17: ICT Services**

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- 5.1.6. minimise any disruption to the Services, the ICT Environment, and the Authority's operations when providing the Services;
- 5.1.7. promptly on request by the Authority execute all such assignments and licences as are required to ensure that any rights referred to in this schedule are properly transferred to the Authority, including any confirmatory assignments or licences that the Authority may request.

**6. Standards and Quality Requirements**

- 6.1. The Supplier shall develop, within 20 Working Days of the Mobilisation Start Date, quality plans that ensure that all aspects of the Service are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Authority (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its ongoing responsibility for ensuring that the Services are provided to the standard required by this Contract.
- 6.3. Following the Approval of the Quality Plans, the Supplier shall provide all Services in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Service Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Services in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Services; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Authority (including, if so required by the Authority, the ICT policy) and provide the Services to the reasonable satisfaction of the Authority.

**7. ICT Audit**

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1. inspect the Supplier System, the ICT Environment, the Operational Environment, and the wider service delivery environment (or any part of them);
  - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.
  - 7.1.4. The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "**Information Security Questionnaire**") at least annually or at the request by the Authority. The Supplier shall provide



**Contract Schedule 17: ICT Services**

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the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.

- 7.1.5. The Supplier shall promptly remedy any Defects, risks, or issues identified in its Information Security Questionnaire, any Authority response to the same, or which are otherwise notified to the Supplier by the Authority.
- 7.1.6. The Supplier shall promptly provide any assistance, information or evidence requested by the Authority to ensure its ongoing compliance with the Authority's security requirements. The Supplier acknowledges that the security requirements are likely to be updated during the Contract Period to reflect new and emerging threats.

**8. ICT Maintenance**

- 8.1. The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**ICT Maintenance Schedule**") and make it available to the Authority for Approval in accordance with the timetable and instructions specified by the Authority.
- 8.2. Once the ICT Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted ICT Maintenance**") in accordance with the ICT Maintenance Schedule.
- 8.3. Supplier shall give as much notice as is reasonably practicable to the Authority prior to carrying out any Emergency ICT Maintenance.
- 8.4. The Supplier shall carry out any necessary ICT Maintenance (whether Permitted ICT Maintenance or Emergency ICT Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such ICT Maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment, the Authority's operations, and the provision of the Services.

**9. Intellectual Property Rights in ICT**

- 9.1. **Assignments granted by the Supplier: New IPRs and Specially Written Software**
  - 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Authority with full guarantee (or shall procure assignment to the Authority), title to and all rights and interest in the New IPRs and the Specially Written Software together with and including its Source Code and the Software Supporting Materials.
  - 9.1.2. The Supplier shall:
    - 9.1.2.1. inform the Authority in writing of the details of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software, or which are intended to function by reference to or in conjunction with any Software and/or any Existing IPRs;
    - 9.1.2.2. deliver to the Authority all embodiments of the Specially Written Software and the New IPRs, including both Source Code and Object Code forms and all related Software Supporting Materials

**Contract Schedule 17: ICT Services**

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within seven days of completion or, if a relevant Mobilisation Deliverable has been identified in a Mobilisation Plan, Achievement of that Mobilisation Deliverable and shall provide updates of them promptly following each New Release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority and the Authority shall become the owner of such media upon receipt; and

- 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Authority of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded in or which are an integral part of or otherwise necessary for the full enjoyment of the Specially Written Software or New IPR and the Supplier hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license, adapt, and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Authority to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Authority**

- 9.2.1. Unless the Authority gives its prior Approval the Supplier must use COTS Software and must not use or include within the Supplier System any Software that is not COTS Software.
- 9.2.2. Where the Authority Approves the use of Non-COTS Software which is owned by the Supplier, the Supplier shall grant to the Authority a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Authority Approves the use of Non-COTS that is owned by a Third Party, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Authority on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Authority it shall:
- 9.2.3.1. notify the Authority in writing giving details of what licence terms can be obtained and whether there is alternative Software which the Supplier could seek to use; and
- 9.2.3.2. only use such Non-COTS Software as referred to at paragraph 9.2.3.1 if the Authority Approves the terms of the licence from the relevant Third Party.

**Contract Schedule 17: ICT Services**

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9.2.4. Where the Supplier is unable to provide a license to the Supplier's Non-COTS Software in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

**9.3. Licenses for COTS Software by the Supplier and third parties to the Authority**

9.3.1. On request by the Authority, the Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Authority on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4. The Supplier shall notify the Authority within seven (7) days of becoming aware of any COTS Software component of the Supplier System which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

**9.4. Authority's right to assign/novate licences**

9.4.1. The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

9.4.2. If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in paragraph 9.2.

**9.5. Licence granted by the Authority**

9.5.1. The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Authority System, the New IPRs, and the Specially Written Software solely to the extent necessary for providing the Services in accordance with this Contract,

**Contract Schedule 17: ICT Services**

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including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 27 of the *additional conditions of contract*.

- 9.5.2. The Authority will provide reasonable assistance to the Supplier to obtain any necessary licences and consents from the Incumbent Supplier, the Integrator, and any third party, to the extent necessary for providing the Services in accordance with this Contract.

**9.6. Open Source Publication**

- 9.6.1.1. Unless the Authority otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Authority) into a format, which is suitable for publication by the Authority as Open Source Software.

and the Authority may, at its sole discretion, publish the same as Open Source Software.

- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR (to the extent it is Software):

- 9.6.2.1. are suitable for release as Open Source Software and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Authority System;
- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Authority shall not cause any harm or damage to any party using them;
- 9.6.2.3. do not contain any material which would bring the Authority into disrepute;
- 9.6.2.4. can be published as Open Source Software without breaching the rights of any third party;
- 9.6.2.5. will be supplied in a format suitable for publication as Open Source Software ("**the Open Source Publication Material**") no later than the date notified by the Authority to the Supplier; and
- 9.6.2.6. do not contain any Malware.

- 9.6.3. Where the Authority has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source Software format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:

**Contract Schedule 17: ICT Services**

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- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Services based on IPRs which are to be excluded from Open Source Software publication; and
- 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Services based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Authority's ability to publish such other items or Services as Open Source Software.

**9.7. Malware**

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of antivirus definitions and Software available from an industry accepted anti-virus Software vendor to prevent the introduction of, check for, contain the spread of, remove, mitigate or eliminate the risk of, and minimise the impact of Malware in the Supplier System and the ICT Environment.
- 9.7.2. If any Malware is found or suspected, the Parties shall promptly co-operate to mitigate or eliminate it, particularly if there is any risk of loss of operational efficiency or loss or corruption of Government Data. The Parties will assist each other to mitigate any losses and to restore the provision of the affected Software, Services or other systems to their desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1. by the Supplier, where the Malware originates from the Supplier System, any Software supplied by the Supplier, or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malware was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
  - 9.7.3.2. by the Authority, if the Malware originates from the Authority System, the Incumbent Supplier System, the Integrator System, or the Authority Data (whilst the Authority Data was under the control of the Authority).

**10. Artificial Intelligence**

- 10.1. The Supplier will not use or access (whether directly or indirectly) any AI in the Supplier System or otherwise in the course of performing its obligations under this Contract, unless and until all of the following conditions are met (and the Supplier will promptly cease using any AI if any of the conditions cease to be met thereafter):
  - 10.1.1. The Supplier will notify the Authority in writing of any AI components which it proposes to use (whether such use is direct or indirect), providing sufficient detail for the Authority to understand the identity and nature of the proposed AI, its intended purpose, and the potential risks and opportunities.
  - 10.1.2. The Supplier will co-operate with the Authority and provide all information necessary for the Authority to understand all relevant details of the AI,

**Contract Schedule 17: ICT Services**

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including (without limitation) its methods and modes of operation, any rules or guardrails restricting its use, any vulnerabilities, how and by whom it was developed, its ownership and the terms of any relevant licences, any relevant support and maintenance arrangements, anything relevant to the assessment of whether the AI is capable of meeting the Authority's security requirements, and any other details requested by the Authority;

- 10.1.3. The Supplier will co-operate with the Authority to agree appropriate test and quality assurance procedures, to ensure that the proposed AI is suitable for live use, and shall test the AI as agreed and supply full details of the test results to the Authority before it is used or accessed for the provision of any Services under this Contract;
  - 10.1.4. The Supplier shall not use or access (whether directly or indirectly) any AI in the delivery of its obligations under this Contract until it has obtained the written approval of the Authority, which the Authority may withhold in its sole discretion without giving any reasons, or make subject to any conditions that the Authority deems fit;
  - 10.1.5. Where the Authority has given written approval for the Supplier to use and/or access AI, the Supplier shall remain responsible for ensuring the proper operation of the AI and shall promptly notify the Authority of any Defect, problem, unexpected outcome, or risk arising from the same;
  - 10.1.6. The Supplier will promptly report to the Authority whenever the operation of the AI contravenes or risks contravening the AI Principles. The Supplier will adopt a transparency-first, disclose-by-default approach, and will make such reports whenever there is any possibility that a contravention of the AI Principles could be argued to have occurred by a critical third party, including where the Supplier itself does not consider that such a contravention has occurred.
  - 10.1.7. The Authority's approval for the Supplier's use of AI shall not operate to transfer any risk to the Authority and the Supplier shall remain solely responsible for its performance of its obligations under this Contract, including any performance which is completed by or in conjunction with any AI;
  - 10.1.8. The Authority may withdraw its written approval at any time by giving written notice to the Supplier, and on receipt of such notice the Supplier shall cease using and/or accessing the AI as soon as reasonably practicable, and shall confirm the same in writing to the Authority. The Supplier shall promptly provide any further evidence of the cessation of use and/or access that the Authority may request.
- 10.2. The Supplier shall adhere to the following principles in relation to any authorised use of AI (**AI Principles**):
- 10.2.1. **Fully Explainable.** Any outputs from suppliers use of AI technology should be fully explainable for governance purposes and that accountability for the accuracy and fairness of the system can be maintained throughout its use.

**Contract Schedule 17: ICT Services**

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- 10.2.2. **Mandatory Safeguards.** Where there is a potential risk of harm or discrimination to service users, existing safeguards to prevent negative consequences should be updated with new safeguards to mitigate this.
- 10.2.3. **Continuous Evaluation.** Suppliers will regularly test, learn, adapt, monitor and evaluate their approach and application of these technologies to check they continue to meet both the business requirement and user needs.
- 10.2.4. **Data Protection.** The supplier will safeguard the privacy of the individual in their use of AI in line with data protection rules. The Authority may agree to share data with approved third parties acting on our behalf but this data will not be used outside of the agreed purpose by those partners for their own gain.
- 10.2.5. **Ethical, Informed & Transparent.** Suppliers will underpin all deployment decisions taken on AI using a clear governance and decision framework to ensure its development is ethical, informed and transparent. This includes being informed and supported by consultation with independent bodies, academic experts and research.
- 10.2.6. **Human Oversight of Decision Making.** Suppliers will not automatically determine or deny access to services using Artificial Intelligence. A final decision will always involve a human agent.

**11. Supplier-Furnished Terms**

- 11.1. In the event of any conflict or inconsistency between any Supplier-Furnished Terms and any terms of this Contract and/or this Schedule, the terms of the Contract and this Schedule shall take precedence and the conflicting or inconsistent terms of the Supplier-Furnished Terms shall not apply.
- 11.2. **Software Licence Terms**
  - 11.2.1.1. Terms for licensing of third party Non-COTS Software in accordance with Paragraph 9.2.3 are detailed in Contract Schedule 26.
  - 11.2.1.2. Terms for licensing of COTS Software in accordance with Paragraph 9.3 are detailed in Contract Schedule 26.
- 11.3. **Software as a Service Terms**
  - 11.3.1.1. Additional terms for provision of a Software as a Service solution are detailed in Contract Schedule 26.
- 11.4. **Software Support & Maintenance Terms**
  - 11.4.1.1. Additional terms for provision of software support & maintenance Services are detailed in Contract Schedule 26

## Contract Schedule 18: Security (based on RM6232 COSC 9)

### 1. Definitions

1.1 In this Schedule the following words shall have the following meanings:

<b>"Breach of Security"</b>	<p>means the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of, or the existence of any Malware in, any part of the ICT Environment or the Operational Environment;</li> <li>b) any unauthorised access or damage to, or use, loss, deletion, destruction, creation, assimilation, or publication of information or data (including the Confidential Information and the Government Data) used by the Authority and/or the Supplier in connection with this Contract; and/or</li> <li>c) the loss and/or unauthorised disclosure of any information or data (including any Confidential Information and any Government Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract.</li> </ul> <p>in either case as more particularly set out in the security requirements in the Security Policies and Standards;</p>
<b>"Baseline Security Requirements"</b>	means those requirements set out at Annex 1 to this Schedule or as notified by the Authority to the Supplier from time to time, which for the avoidance of doubt shall not constitute a compensation event;
<b>"CHECK"</b>	the scheme for authorised penetration tests which is managed by the NCSC;
<b>"Cyber Security Information Sharing Partnership" or "CiSP"</b>	the cyber security information sharing partnership established by the NCSC or replacement scheme which is published and/or formally recommended by the NCSC;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures confirming to the Law and the exercise of the degree of



**Contract Schedule 18: Security**  
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	skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>“Good Security Practice”</b>	<p>shall mean:</p> <ul style="list-style-type: none"> <li>a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</li> <li>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and</li> <li>c) the Government’s security policies, frameworks, standards and guidelines relating to Information Security.</li> </ul>
<b>“Government Data”</b>	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information and which:</p> <ul style="list-style-type: none"> <li>(i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract.</li> </ul>
<b>“Information Security Manager”</b>	the person appointed by the Supplier with the appropriate experience, authority and expertise to sense that the Supplier complies with this Schedule;
<b>“Information Security”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) the protection and preservation of:</li> </ul>

**Contract Schedule 18: Security**  
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	<ul style="list-style-type: none"> <li>(i) the confidentiality, integrity and availability of all or any part of the Authority System, any ICT Environment and the Supplier System;</li> <li>(ii) related properties of information including but not limited to authenticity, accountability and non-repudiation; and</li> </ul> <p>(b) compliance with all Law applicable to the processing, transmission, storage and disposal of the Authority System.</p>
<b>"ISMS"</b>	the information security management system and process developed by the Supplier in accordance with Paragraph 5 (ISMS) as updated from time to time in accordance with this Schedule;
<b>"NCSC"</b>	the National Cyber Security Centre or its successor entity (where applicable);
<b>"Penetration Test"</b>	shall mean a simulated attack on any Authority System, ICT Environment or Supplier System (or any part thereof) which is duly accredited by CHECK, CREST (International);
<b>"Security Management Plan"</b>	is the Supplier's security management plan produced and issued in accordance with paragraph 6 of Contract Schedule 18 (Security);
<b>"Security Policies and Standards"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) the Authority's security policies and standards published on <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> from time to time; and</li> <li>b) other applicable security policies and standards notified by the Authority to the Supplier from time to time, which for the avoidance of doubt shall not constitute a compensation event.</li> </ul> <p>including (without limitation) those listed at Annex 3 to this Schedule;</p>
<b>"Security Tests"</b>	any Penetration Test or other tests to validate the ISMS and security of all relevant processes, systems, incident

**Contract Schedule 18: Security**  
Crown Copyright 2021

	response plans, patches to vulnerabilities and mitigations to Breaches of Security
<b>“Security Trigger Event”</b>	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>(i) any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan;</li> <li>(ii) any material change to the ICT Environment or threat landscape;</li> <li>(iii) in relation to a Security Test, the Authority requesting a Security Test or a repeat of a previous Security Test;</li> <li>(iv) in relation to a Risk Assessment, the Authority requesting a Security Risk Assessment;</li> </ul>

## 2. Security Requirements

- 2.1 The Supplier shall at all times provide and shall ensure that its Supplier Personnel shall provide a level of security which is in accordance with the Baseline Security Requirements, the Security Policies and Standards, Good Security Practice and Law. The Supplier shall and shall ensure that any Subcontractor shall maintain appropriate records and is able to demonstrate compliance with this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 Within 20 Working Days of the Mobilisation Start Date the Supplier shall appoint a security representative responsible for security and shall notify the Authority in writing of the name and contact details of the appointed person, along with any evidence that the Authority might require that he or she is suitable for the role (the **“Supplier Representative”**).
- 2.4 The Authority shall appoint its security representative and shall notify the Supplier in writing of the name and contact details of the appointed person (the **“Authority Representative”**).
- 2.5 The Authority shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.6 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.7 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

**Contract Schedule 18: Security**

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- 2.8 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.
- 2.9 The Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties.

**3. Security Accreditation**

- 3.1 The Parties recognise that the ICT Environment and the Operating Environment are subject to various security requirements. It shall be the Supplier's responsibility to obtain and maintain all approvals, consents, certifications, and accreditations as may be necessary from time to time in order to permit the delivery of the Services under this Contract, including (without limitation) Cyber Essential Plus.
- 3.2 The Authority shall provide reasonable assistance to the Supplier in obtaining the required approvals, certifications, and accreditations, on reasonable notice from the Supplier, but it shall remain the Supplier's obligation to take all steps necessary to obtain and maintain the same

**4. Cyber Essentials Plus**

- 4.1 The Supplier must submit to the Authority, within three months of the Mobilisation Start Date (or as otherwise agreed between the Authority and Supplier during the Mobilisation Period), a current and valid Cyber Essentials Plus certificate that has been awarded by one of the Government approved Cyber Essentials accreditation bodies.
- 4.2 The Service delivered by the Supplier under the Contract must be incorporated into the scope of the Cyber Essentials Plus certification provided by the Supplier at Framework Agreement level (RM6232) and this certification must be provided to the Authority as per the timescales outlined at paragraph 4.1.
- 4.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Service Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Authority annually on the dates as agreed by the Parties.
- 4.4 The Supplier shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Default.

**Contract Schedule 18: Security**

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**5. Information Security Management System (ISMS)**

- 5.1 The Supplier shall develop and submit to the Authority, within twenty (20) Working Days after the Mobilisation Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 5.4 to 5.6.
- 5.2 The Supplier acknowledges that the Authority places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 5.3 The Authority acknowledges that;
  - 5.3.1 If the Authority has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering processes and implementation across the Supplier's estate; and
  - 5.3.2 Where the Authority has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Authority's acceptance. A reason for not accepting the ISMS is that it does not comply with the requirements of Paragraphs 5.4 to 5.6.
- 5.4 The ISMS shall:
  - 5.4.1 if the Authority has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Affected Property, the Authority Premises, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Authority's Confidential Information and the Government Data) to the extent used by the Authority or the Supplier in connection with this Contract;
  - 5.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 9;
  - 5.4.3 at all times provide a level of security which:
    - a) is in accordance with the Law and this Contract;
    - b) complies with the Baseline Security Requirements;
    - c) as a minimum demonstrates Good Industry Practice;
    - d) complies with the Security Policies and Standards and the ICT policy;
    - e) complies with the requirements of Cyber Essentials Plus;
    - f) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)  
[\(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>\)](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

**Contract Schedule 18: Security**

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- g) takes account of guidance issued by the National Protection Security Authority (<https://www.npsa.gov.uk/>)
  - h) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>) and all other relevant guidance published from time to time by the National Centre for Cyber Security;
  - i) meets any specific security threats of immediate relevance to the ICT Environment, Operating Environment, ISMS, the Affected Property, Authority Premises, the Services and/or Government Data;
  - j) addresses issues of incompatibility with the Supplier's own organisational security policies; and
  - k) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 9;
- 5.4.4 document the security incident management processes and incident response plans;
- 5.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Service of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Authority approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 5.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Authority).
- 5.5 Subject to Paragraph 2 the references to standards, guidance and policies contained or set out in Paragraph 5.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 5.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 5.4, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 5.7 If the bespoke ISMS submitted to the Authority pursuant to Paragraph 5.3.2 is accepted by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not accepted by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for acceptance. The Parties shall use all reasonable endeavours to ensure that the process of acceptance takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Authority. If the Authority does not accept the ISMS

**Contract Schedule 18: Security**

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following its resubmission, the matter shall be resolved as a dispute in accordance with the Contract. The Authority shall not unreasonably withhold or delay acceptance. However, any failure to accept the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 5.4 to 5.6 shall be deemed to be reasonable.

- 5.8 Acceptance by the Authority of the ISMS pursuant to Paragraph 5.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

**6. Security Management Plan**

- 6.1 Within twenty (20) Working Days after the Mobilisation Start Date, the Supplier shall prepare and submit to the Authority for acceptance a fully developed, complete and up-to-date draft Security Management Plan which shall comply with the requirements of Paragraph 6.2. A reason for not accepting the draft Security Management Plan is that it does not comply with the requirements of Paragraph 6.2.
- 6.2 The Security Management Plan shall:
- 6.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
  - 6.2.2 comply with the Baseline Security Requirements and the Security Policies and Standards;
  - 6.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
  - 6.2.4 detail the process for managing any security risks from any Supplier Personnel and Others with access to any part of the Affected Property, Authority Premises, Services, processes associated with Providing the Service, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;
  - 6.2.5 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated to Provide the Service, including the Affected Property, Authority Premises, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) to the extent used by the Authority or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
  - 6.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes to Provide the Service and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule (including the requirements set out in Paragraph 5.4);

**Contract Schedule 18: Security**

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- 6.2.7 demonstrate that the Supplier's approach to Providing the Service has minimised the Authority and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
  - 6.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Mobilisation Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
  - 6.2.9 set out the scope of the Authority System that is under the control of the Supplier;
  - 6.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
  - 6.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 6.3 If the Security Management Plan submitted to the Authority pursuant to Paragraph 6.1 is approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not accepted by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for acceptance. The Parties shall use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission to the Authority of the Security Management Plan. If the Authority does not accept the Security Management Plan following its resubmission, the matter shall be resolved as a dispute under the Contract. The Authority shall not unreasonably withhold or delay acceptance of a draft Security Management Plan. However, any failure to accept a Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 6.2 shall be deemed to be reasonable.
- 6.4 Approval by the Authority of the Security Management Plan pursuant to Paragraph 6.3 or of any change or amendment to a Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

**7. Amendment of the ISMS and Security Management Plan**

- 7.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
  - 7.1.1 emerging changes in Good Industry Practice;
  - 7.1.2 any change or proposed change to the Scope, the Supplier System, the ICT Environment, the Operating Environment, the services and/or associated processes;
  - 7.1.3 any new perceived or changed security threats;
  - 7.1.4 any changes to the Security Policy;

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Project Version: 1.0

Model Version: v3.4

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**Contract Schedule 18: Security**

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- 7.1.5 any new perceived or changed security threats; and
- 7.1.6 any reasonable change in requirement requested by the Authority.
- 7.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:
  - 7.2.1 suggested improvements to the effectiveness of the ISMS;
  - 7.2.2 updates to the risk assessments;
  - 7.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
  - 7.2.4 suggested improvements in measuring the effectiveness of controls.
- 7.3 Subject to Paragraph 7.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 7.1, an Authority request, a change to Annex 1 (Security) or otherwise) shall not be implemented until the Authority confirms acceptance of such change.
- 7.4 The Authority may, acting reasonably, require the Supplier to amend the ISMS or Security Management Plan within a specified timeframe and the Supplier shall use all reasonable efforts to comply with such timeframe.

**8. Security Testing**

- 8.1 In relation to such Security Test, the Supplier shall appoint a third party which in respect of any Penetration Test, is duly accredited by CHECK, CREST (International).
- 8.2 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally on the occurrence on a Security Trigger Event. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the KPIs or SPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 8.3 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of such Security Tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test and in any event no later than one calendar month or as otherwise agreed with the Authority.
- 8.4 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including Penetration Tests and Security Tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Authority may notify the Supplier of the results of such tests after completion of each such test. If any test carried out

**Contract Schedule 18: Security**

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under this Paragraph 8.4 adversely affects the Supplier's ability to deliver the Services so as to meet the KPIs or SPIs, the Supplier shall be granted relief against any resultant under-performance for the period of such test.

- 8.5 Where any Security Test carried out pursuant to Paragraphs 8.2 or 8.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Authority's prior written approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.
- 8.6 If any repeat Security Test carried out pursuant to Paragraph 8.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall be a Material Default and a substantial failure by the Supplier to comply with its obligations for the purposes of clause 91.2 of the *additional conditions of contract*.

**9. Complying with ISO27001 and the Security Policies and Standards**

- 9.1 The Supplier shall and shall procure that any relevant Subcontractor shall obtain and maintain certification to ISO/IEC 27001 (the ISO Certificate) in relation to the services during the lifetime of the Contract. The ISO Certificate shall be provided to the Authority on the dates agreed by the Parties.
- 9.2 The Supplier shall notify the Authority of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Authority or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate required by this Schedule is a Material Default and a substantial failure by the Supplier to comply with its obligations for the purposes of clause 91.2 of the *conditions of contract*.
- 9.3 The Supplier Representative shall be: the Information Security Manager; and

**Contract Schedule 18: Security**

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- 9.3.1 a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when she or he is on leave or unavailable for any period of time

The Supplier shall notify the Authority of the identity of the Information Security Manager on the starting date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

- 9.4 The Authority shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001, Good Security Practice, the Security Policies and Standards and the Law and (without limitation) includes:
  - 9.4.1 a scope statement (which covers all of the services)
  - 9.4.2 a risk assessment (which shall include any risks specific to the services);
  - 9.4.3 a statement of applicability;
  - 9.4.4 a risk treatment plan; and
  - 9.4.5 an incident management plan

in each case as specified by ISO/IEC 27001.
- 9.5 If, on the basis of evidence provided by such security audits, it is the Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Authority shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Authority shall have the right to obtain an independent audit against these standards in whole or in part.
- 9.6 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policies and Standards then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit (which the Authority may recover from the Supplier by a deduction in amounts otherwise payable to the Supplier under this Contract or as a debt).

**10. Security Breach**

- 10.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

**Contract Schedule 18: Security**

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- 10.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 10.1, the Supplier shall:
- 10.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Affected Property, Authority Premises, Authority System, ICT Environment, Operating Environment, processes associated with Providing the Services and/or ISMS to the extent that this is within the Supplier's control;
  - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant KPI Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;
  - d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
  - e) supply any requested data to the Authority (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
  - f) as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.
- 10.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Authority.

**11. Vulnerabilities and fixing them**

- 11.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment and/or Operating Environment will be discovered which unless mitigated will present an unacceptable risk to the Authority's information.
- 11.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the

**Contract Schedule 18: Security**

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vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- 11.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
  - 11.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 11.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 11.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
  - 11.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
  - 11.3.3 the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 11.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the lifetime of the Contract unless:
- 11.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 months of release of the latest version; or
  - 11.4.2 is agreed with the Authority in writing.
- 11.5 The Supplier shall:
- 11.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
  - 11.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 11.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the lifetime of the Contract;

**Contract Schedule 18: Security**

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- 11.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
  - 11.5.5 from the date specified in the Security Management Plan provide a report to the Authority within five (5) Working Days of the end of each calendar month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
  - 11.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
  - 11.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
  - 11.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 11.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 11, the Supplier shall immediately notify the Authority.
- 11.7 A failure to comply with Paragraph 11.3 shall constitute a Material Default and substantial failure by the Supplier to comply with its obligations.

**Contract Schedule 18: Security**  
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**12. Security Risk Management**

- 12.1 The Supplier shall operate and maintain policies and processes for risk management (the **Security Risk Management Policies**) during the lifetime of this Contract which include standards and processes for the assessment of any potential risks in relation to the Services and compliance with this Schedule (the **Security Risk Assessment**). The Supplier shall provide the Authority with a copy of the Security Risk Management Policies within 10 Working Days of the Authority's request. The Authority may, at its absolute discretion, require changes to the Security Risk Management Policies to comply with this Schedule. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Authority within one calendar month of such request unless otherwise agreed by the Parties.
- 12.2 The Supplier shall carry out a Security Risk Assessment at least annually or on the occurrence of a Security Trigger Event. The Supplier shall provide the report of the Security Risk Assessment to the Authority within 5 Working Days of completion of an annual Security Risk Assessment or in the case of all other Security Risk Assessments, within one calendar month after completion of the Security Risk Assessment or on a date agreed by the Parties. The Supplier shall notify the Authority within 5 Working Days of completion of any Security Risk Assessment if such assessment notes a potential risk in relation to the Services or compliance with this Schedule.
- 12.3 If the Authority decides at its absolute discretion that any Security Risk Assessment does not meet the requirements of this Schedule, the Supplier shall repeat the Security Risk Assessment within one calendar month of such request unless otherwise agreed by the Parties.
- 12.4 The Supplier shall pay all costs in relation to undertaking any action required to meet the requirement stipulated in this paragraph 12. Any failure by the Supplier to comply with any requirement of this paragraph 12 shall constitute a Material Default and a substantial failure by the Supplier to comply with its obligations under this Contract.

**13. Cyber Security Information Sharing Partnership**

- 13.1 During the Contract Period, the Authority may require a nominated representative of the Supplier to join the Cyber Security Information Sharing Partnership. The Authority's nominated representative shall also participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 13.2 If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with paragraph 13.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Security Risk Management Policy.

**Contract Schedule 18: Security**

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**Annex 1: Baseline Security Requirements****1. Handling Classified information**

- 1.1 The Supplier shall not handle Authority information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Authority.

**2. End user devices**

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Authority.

**3. Data Processing, Storage, Management and Destruction**

- 3.1 The Supplier and the Authority recognise the need for the Authority's information to be safeguarded under the UK data protection regime or a similar regime. To that end, the Supplier must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Authority in accordance with the requirements of this Contract.
- 3.3 The Supplier shall:
  - 3.3.1 provide the Authority with all Government Data on demand in an agreed open format;
  - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
  - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
  - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Authority.



**Contract Schedule 18: Security**

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**4. Ensuring secure communications**

- 4.1 The Authority requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

**5. Security by design**

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

**6. Security of Supplier Personnel**

- 6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 Subject to any other requirement for clearance expressly stated in this Contract, the Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Authority in writing.
- 6.4 All Supplier Personnel that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When any Supplier Personnel no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

**Contract Schedule 18: Security**

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**7. Restricting and monitoring access**

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

**8. Audit**

- 8.1 The Supplier shall collect audit records which relate to security events in the systems 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:
- 8.1.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the relevant system allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
  - 8.1.2 security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 months.

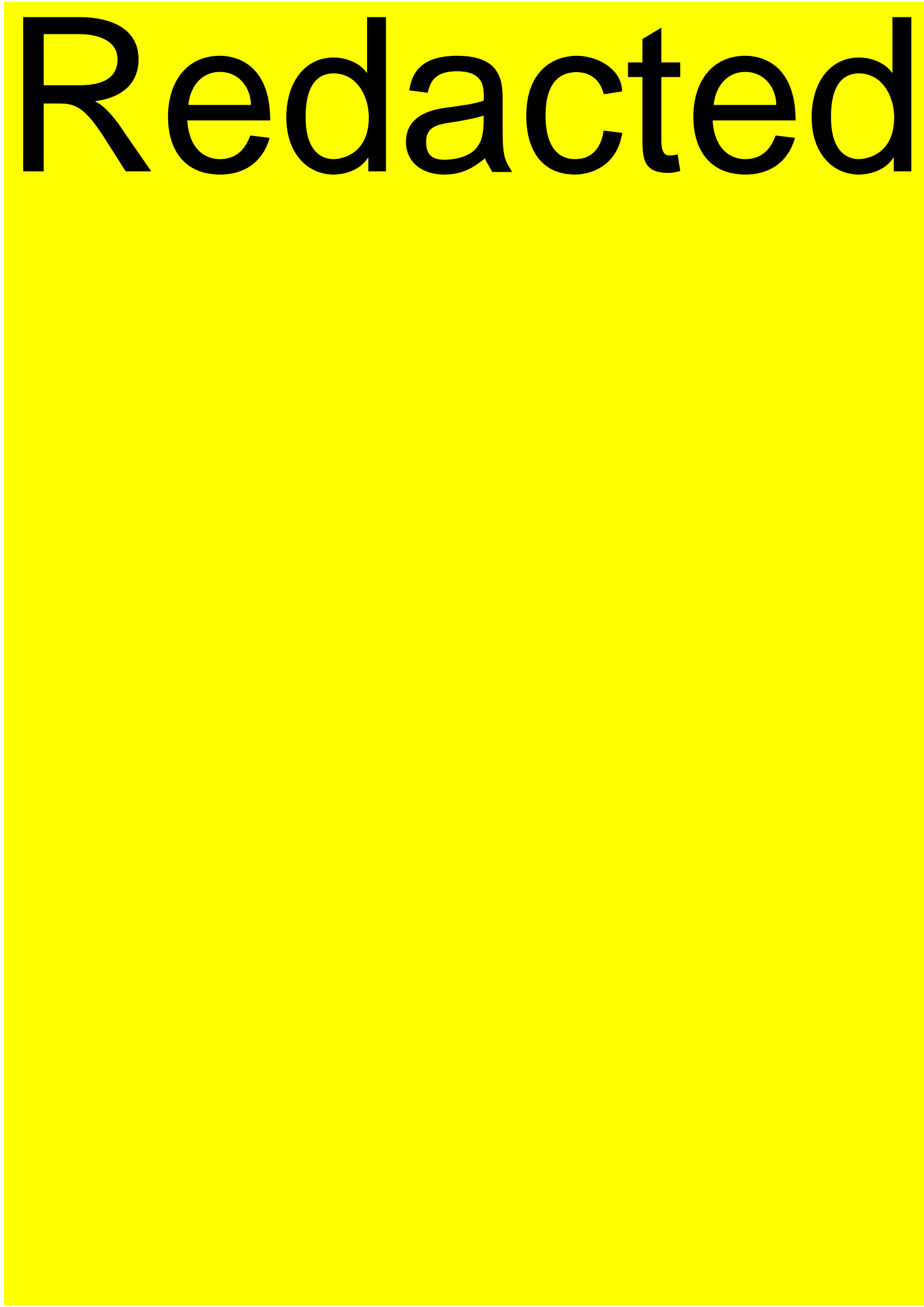
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**9. Annex 2 - Security Management Plan**

The initial Security Management Plan is stored on the Client's JAGGAER system.

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**Contract Schedule 18: Security**

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**Annex 3 – Security Policies and Standards****Security policies**

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Personnel Security Policy
- d) Physical Security Policy
- e) Information Management Policy
- f) Email Policy
- g) Technical Vulnerability Management Policy
- h) Remote Working Policy
- i) Social Media Policy
- j) Forensic Readiness Policy
- k) Microsoft Teams recording and transcription policy
- l) SMS Text Policy
- m) Privileged Users Security Policy
- n) Protective Monitoring Security Policy
- o) User Access Control Policy
- p) Security Classification Policy
- q) Cryptographic Key Management Policy
- r) HMG Personnel Security Controls – May 2018  
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- s) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

**Contract Schedule 18: Security**

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**Security standards**

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) Security Standard Physical and Electronic Security (Part 1)
- d) SS-002 - PKI & Key Management
- e) SS-003 - Software Development
- f) SS-005 - Database Management System Security Standard
- g) SS-006 - Security Boundaries
- h) SS-007 - Use of Cryptography
- i) SS-008 - Server Operating System
- j) SS-009 - Hypervisor
- k) SS-010 - Desktop Operating System
- l) SS-011 - Containerisation
- m) SS-012 - Protective Monitoring Standard for External Use
- n) SS-013 - Firewall Security
- o) SS-014 - Security Incident Management
- p) SS-015 - Malware Protection
- q) SS-016 - Remote Access
- r) SS-017 - Mobile Devices
- s) SS-018 - Network Security Design
- t) SS-019 - Wireless Network
- u) SS-022 - Voice & Video Communications
- v) SS-023 - Cloud Computing
- w) SS-025 - Virtualisation
- x) SS-027 - Application Security Testing
- y) SS-028 - Microservices Architecture
- z) SS-029 - Securely Serving Web Content
- aa) SS-030 - Oracle Database
- bb) SS-031 - Domain Management
- cc) SS-033 – Patching
- dd) SS-036 – Secure Sanitisation and Destruction

## **Contract Schedule 19: Background Checks (based on RM6232 COSC18)**

### **1. When you should use this Schedule**

The Supplier must ensure that Supplier Personnel are vetted in accordance with this Schedule.

### **2. Definitions**

**"BPSS"** means the HMG Baseline Personnel Security Standard as it may be updated from time to time and which is currently available to download here: [Government baseline personnel security standard - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/baseline-personnel-security-standard).

**"Relevant Conviction"** means any conviction listed in Annex 1 to this Schedule.

### **3. Relevant Convictions**

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Authority owes a special duty of care, the Supplier must (and if relevant shall procure that the relevant Subcontractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Subcontractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

3.1.3 The Supplier shall comply with the BPSS and shall ensure (and where relevant shall procure that its Subcontractors ensure) that the Supplier Personnel comply with the BPSS including by ensuring that:

**Contract Schedule 19 (Background Checks)**

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- (a) any new member of the Supplier Personnel successfully completes vetting in accordance with the standards set out in the BPSS before they access Authority Assets.
  - (b) on the Authority's written request, the Supplier shall provide:
    - (i) confirmation that the BPSS requirements have been complied with; and
    - (ii) a summary of the BPSS clearances relating to all Supplier Personnel operating under this contractin the form set out at Annex 2 (HMG Baseline Personnel Security Standard ("BPSS") Supplier's Declaration) of this Schedule.
- 3.1.4 Assurances of the Supplier's understanding of and compliance with this Schedule may be recorded in the minutes of the KAMM.



**Contract Schedule 19 (Background Checks)**  
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## **Annex 1 – Relevant Convictions**

Other than minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1 (1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006).

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## Annex 2 – HMG Baseline Personnel Security Standard (“BPSS”) Supplier’s Declaration

<b>Contract/Framework Agreement Title:</b>	
<b>Contract/Framework Agreement Reference No</b>	

<b>1. Review Period:</b>	
<b>From:</b>	<b>To:</b>

2. Number of Supplier Personnel	Supplier Personnel directly engaged by the Supplier	Supplier Personnel engaged by a Subcontractor or Others
(a) Number of Supplier Personnel granted access to Authority Assets for the first time in the review period		
(b) Number of the above Supplier Personnel in respect of whom the BPSS checks have been fully completed		
(c) Number of the above Supplier Personnel in respect of whom the BPSS checks are not yet completed (where specifically authorised)		

**I hereby warrant that during the review period shown above, all Supplier Personnel who have been granted access to Authority Assets for the first time under the terms of the above contract, have been assessed for their suitability to do so in accordance with the requirements of the BPSS, except as indicated at 2(c) above.**

**Name:**

**Job Title:**

**On behalf of (organisation):**

**Signature:**

**Date:**

**Important:** The Supplier should note that a false declaration above may be considered to be a fundamental breach of contractual obligations and under certain circumstances may constitute criminal negligence.

## Contract Schedule 20: Accessed Contract (based on RM6232 COSC27)

### 1. Accessed contracts

- 1.1 The Supplier acknowledges that the Authority may from time to time notify the Supplier of contracts ("**Government Frameworks**") which are available to the Authority and which the Authority can grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Services.
- 1.2 The Supplier will consider the use of the Government Frameworks as part of its provision of the Services and will prior to the *starting date* and at reasonable intervals thereafter liaise with the Authority to agree which Government Frameworks it will actually use in connection with the supply of the Services.
- 1.3 Where the Authority and the Supplier agree on the use by the Supplier of a Government Framework then the Authority shall endeavour to facilitate such use by the Supplier. Any such use by the Supplier shall be as agent on behalf of the Authority.
- 1.4 The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Authority by way of a reduction in / adjustment to the Prices.
- 1.5 Where the Supplier intends to use a Government Framework the Supplier shall:
  - 1.5.1 act in accordance with such procedures, rules and guidance as the Authority may from time to time notify the Supplier;
  - 1.5.2 with the prior written agreement of the Authority, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
  - 1.5.3 manage all contracts it enters into pursuant to Paragraph 1.5.2 ("**Accessed Contracts**") as agent on behalf of the Authority, and the Supplier's obligations and responsibilities in this regard shall be to:
    - (a) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Authority;
    - (b) advise the Authority of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Authority the Supplier shall take such steps;
    - (c) provide to the Authority such other information as the Authority may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
    - (d) notify the Authority of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Authority's prior written consent.

**Contract Schedule 20 (Accessed Contracts and Construction Contracts)**

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- 1.5.4 In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 1 the Supplier shall:
- (a) comply with all Laws, rules and guidance that apply to the Authority including, without limitation, public procurement rules;
  - (b) act towards the Authority dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Authority under this contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Authority;
  - (c) except as authorised by the Authority, not act in a way which will incur any liabilities on behalf of the Authority, nor pledge the credit of the Authority;
  - (d) comply with all reasonable and lawful instructions from the Authority from time to time concerning its duties under the Accessed Contracts;
  - (e) describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Authority;
  - (f) use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
  - (g) discharge the obligations of the Authority under each Accessed Contract (including, where required by the Authority, making payments thereunder) as though it were the Authority and in accordance with the terms of each such Accessed Contract.
- 1.6 The parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Contract Period. Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Authority of the same.
- 1.7 The Supplier shall indemnify the Authority and keep the Authority indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Authority arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Authority or another person in breach of any Government Framework.
- 1.8 For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Contract Schedule 20.
- 1.9 The Authority shall be entitled to terminate this contract for Material Default if the Supplier breaches any of the provisions of this Contract Schedule 20.

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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## Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)

### Part A

#### 1. Definitions

<b>"Corporate Social Responsibility Reports"</b>	the written reports to be completed by the Supplier and provided to CCS and the Authority which are detailed in the Scope;
<b>"Carbon Reduction Plan"</b>	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21;
<b>"Contract Year"</b>	a consecutive period of twelve (12) months commencing on the Contract Date and each anniversary thereof;
<b>"Government Buying Standards"</b>	means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA;
<b>"Modern Slavery Assessment Toolkit"</b>	the modern slavery risk identification and management tool which can be found online at: : <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a> ;
<b>"Prohibited Items"</b>	means the items set out in Table A; and
<b>"Waste Hierarchy"</b>	has the meaning given to it in the Waste (England and Wales) Regulations 2011, as amended from time to time.

#### 2. Equality and Accessibility

The Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this contract (including those in relation to the Services) in a way that seeks to:

- 2.1 eliminate discrimination, harassment or victimisation of any kind; and
- 2.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
- 2.3 achieve digital inclusion and accessibility through compliance with the Web Content Accessibility Guidelines (WCAG).

Framework Ref: RM6232  
Project Version: v1.0  
Model Version: v2.0

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Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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### 3. Modern Slavery, Child Labour and Inhumane Treatment

The Supplier:

- 3.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.2 shall not require any Supplier Personnel to lodge deposits or identity papers with the Supplier or any employer and shall be free to leave their employer after reasonable notice;
- 3.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 3.5 shall make reasonable enquires to ensure that its officers, Supplier Personnel and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 3.6 shall have and maintain throughout the term of this contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this contract, at all times having due regard to PPN 02/23 and the Tackling Modern Slavery in Government Supply Chains guidance ([PPN 02/23: Tackling Modern Slavery in Government Supply Chains - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/ppn-02-23-tackling-modern-slavery-in-government-supply-chains)), and any successor of or addition or replacement to these documents;
- 3.8 shall prepare and deliver to the Authority, an annual slavery and human trafficking statement and report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.9 shall not use, nor allow its Supplier Personnel or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Supplier Personnel or Subcontractors;
- 3.10 shall not use or allow child or slave labour to be used by its Supplier Personnel or Subcontractors; and
- 3.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Supplier Personnel or Subcontractors to the Authority.
- 3.12 shall complete the Modern Slavery Assessment Toolkit
- 3.13 shall review and progress the Modern Slavery Assessment Toolkit scores against the following areas; governance, policies and procedures, risk

Framework Ref: RM6232

Project Version: v1.0

Model Version: v2.0

2

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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assessment and management, due diligence, training and Performance Measures.

#### 4. Income Security

The Supplier shall:

- 4.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.3 provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.4 not make deductions from wages:
  - a) as a disciplinary measure
  - b) except where permitted by law; or
  - c) without expressed permission of the worker concerned;
- 4.5 record all disciplinary measures taken against Supplier Personnel; and
- 4.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

#### 5. Working Hours

The Supplier shall:

- 5.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;
- 5.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.3 ensure that use of overtime used responsibly, taking into account:
  - a) the extent;
  - b) frequency; and
  - c) hours worked;

by individuals and by the Supplier Personnel as a whole;

The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.4, 5.5, 5.6 and 5.7 below.

Framework Ref: RM6232  
Project Version: v1.0  
Model Version: v2.0

3

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.4 this is allowed by national law;
- 5.5 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.6 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.7 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## 6. Not used

## 7. What we expect from our Suppliers

- 7.1 In February 2019, the Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf))

In addition to the obligations set out in Part A of this Schedule, the Supplier shall and shall ensure that its Supplier Personnel meet the standards set out in that Code.

- 7.2 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with the provisions of this Part A within fourteen (14) days of such request, provided that such requests are limited to two per Contract Year.

## Part B

## 8. Sustainability Requirements

- 8.1 Not used
- 8.2 Not used
- 8.3 The Supplier shall not in carrying out its obligations under this contract (including in relation to the Services) use anything which comprises wholly or partly of the Prohibited Items described in Table A unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to its obligations under this contract.
- 8.4 The Supplier shall progress towards carbon net zero during the lifetime of this contract.



Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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## 9. Social Value Requirements

- 9.1 Not used.
- 9.2 The Supplier shall use its best endeavours, as an organisation, to recruit, support and retain apprentices, by increasing the number of apprenticeships throughout the lifetime of this contract.
- 9.3 The Supplier shall use their best endeavours, as an organisation, to address workforce imbalance by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.
- 9.4 The Supplier shall use their best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.

## 10. Reporting Requirements

- 10.1 The Supplier shall complete the Corporate Social Responsibility Reports in relation to its provision of the Services under this contract and provide the Corporate Social Responsibility Reports to the Authority on the dates and frequency outlined in the Scope.
- 10.2 The Supplier shall provide the baseline data contained within table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the Framework Contract. The information required to populate table B(1) will be provided to CCS within 10 calendar days of the submission of a request and annually thereafter.
- 10.3 The Supplier shall complete the Framework Quarterly Performance Indicator Submission Form to CCS. Suppliers will report on the content within table B.
- 10.4 The Supplier shall attend Supplier relationship meetings with CCS to discuss the information contained in the Framework Quarterly Performance Indicator Submission Forms. The information will be used to measure progress of social value activity.
- 10.5 The Supplier shall complete the Framework Quarterly Performance Indicator Submission Form on the frequency outlined in Table B of this Part B and return to CCS.
- 10.6 In the event CCS develops an alternative social value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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**Table A – Prohibited Items**

<b>The following consumer single use plastics are Prohibited Items:</b>	<b>Catering</b> <ul style="list-style-type: none"> <li>a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets</li> <li>b. Take away cutlery</li> <li>c. Take away boxes and plates</li> <li>d. Cups made wholly or partially of plastic</li> <li>e. Straws</li> <li>f. Stirrers</li> <li>g. Water bottles</li> </ul>
	<b>Facilities</b> <ul style="list-style-type: none"> <li>a. Single use containers e.g. hand soap, cleaning products</li> <li>b. Wipes containing plastic</li> </ul>
	<b>Office Supplies</b> <ul style="list-style-type: none"> <li>a. Plastic envelopes</li> <li>b. Plastic wrapping for brochures</li> <li>c. Paper or card which is bleached with chlorine</li> </ul>
	<b>Packaging</b> <ul style="list-style-type: none"> <li>a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.</li> <li>b. Single use carrier bags</li> </ul>

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**Table B – Submission to CCS**

Report Name	Content of Report	Frequency of Report
Framework Quarterly Performance Indicator Submission Form – Modern Slavery section	MSAT completion and progress recorded against the following 6 areas: <ul style="list-style-type: none"> <li>• Governance</li> <li>• Policies and Procedures</li> <li>• Risk Assessment and Management</li> <li>• Due Diligence</li> <li>• Training</li> <li>• Performance Measures</li> </ul>	Quarterly
Framework Quarterly Performance Indicator Submission Form – Carbon Net Zero	The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas <ul style="list-style-type: none"> <li>• Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan</li> <li>• Number of RM6232 carbon reduction activities that benefit the Buyer</li> <li>• List the top 3 carbon reduction activities completed for non RM6232 contracts</li> </ul>	Quarterly
Framework Quarterly Performance Indicator Submission Form – Apprenticeships	Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation <ul style="list-style-type: none"> <li>• Number of apprenticeships started</li> <li>• Cumulative number of apprenticeships ongoing</li> <li>• Number of apprenticeships concluded</li> <li>• Number of apprenticeships retained</li> </ul>	Quarterly
Framework Quarterly Performance Indicator Submission Form – Diversity & Inclusion	To demonstrate that suppliers are redressing workforce imbalance within their organisation <ul style="list-style-type: none"> <li>• Representation of women</li> <li>• Representation of ethnic minorities</li> <li>• Representation of staff who identify as</li> </ul>	Quarterly

Framework Ref: RM6232  
Project Version: v1.0  
Model Version: v2.0

7

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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	<ul style="list-style-type: none"> <li>having a disability</li> <li>Representation of prison leavers</li> <li>Representation of LBTQIA+</li> </ul>	
Framework Quarterly Performance Indicator Submission Form – SMEs/VCSEs	<p>To demonstrate that Suppliers are engaging with and developing SMEs/VCSES</p> <ul style="list-style-type: none"> <li>Number of SMEs/VCSES within your supply chain for RM6232</li> <li>Number of SME/VCSES within your supply chain delivering services on RM6232 contracts</li> <li>How many sub-contract opportunities have there been within the reporting period</li> <li>Of the sub-contract opportunities, how many were awarded to a SMEs</li> </ul>	Quarterly
Confirmation of receipt of Framework Quarterly Performance Indicator Submission Form – Prompt Payments	The Supplier will pay 100% of undisputed supply chain invoices within 30 days as per the <i>additional conditions of contract</i> .	Quarterly

**Table B(1) – Baseline data**

Report Name	Content of Report	Frequency of Report
Apprenticeships baseline data	<p>The Supplier shall submit data demonstrating:</p> <ul style="list-style-type: none"> <li>% of apprentices in their current workforce</li> <li>% conversion rate of apprentices retained when an apprenticeship concludes</li> </ul>	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter
Diversity of Workforce baseline data	<p>The Supplier shall submit baseline figures of their current UK workforce:</p> <ul style="list-style-type: none"> <li>Representation of women</li> <li>Representation of ethnic minorities</li> <li>Representation of staff who identify as having a disability</li> <li>Representation of prison leavers</li> </ul>	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

Framework Ref: RM6232  
Project Version: v1.0  
Model Version: v2.0

8

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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	• Representation of LGBTQIIA+	
SMEs/VCSEs baseline data	The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their supply chain.	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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## **PART C: EQUALITY & DIVERSITY**

### **1 General**

- 1.1 The Supplier (a) acknowledges that the Authority has a responsibility to support and promote wider social sustainability objectives for the benefit of society; and (b) agrees to cooperate with the Authority to improve equality for those in the labour market.

### **2 Diversity and Equality Delivery Plan**

- 2.1 In complying with its obligations set out in in this Contract Schedule 21, the Authority requires the Supplier to provide such information as the Authority may request on (a) the action(s) the Supplier is taking in the course of supplying the Services to comply with its obligations set out in clauses 20.5.1 and 20.5.2 of the *additional conditions of contract* and in this Contract Schedule 21 and (b) the effect such action(s) have on the Supplier Staff used in the performance of its obligations under the Contract.
- 2.2 As part of the information to be provided by the Supplier under paragraph 2.1 of this Contract Schedule 21, the Authority requires the Supplier to provide to the Authority a diversity and equality delivery plan ("**Diversity and Equality Delivery Plan**") six (6) Months after the *starting date*, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to the Contract and include details of all Supplier Staff including but not limited to all Subcontractors involved in the performance of the Supplier's obligations under the Contract.
- 2.3 The Diversity and Equality Delivery Plan must include:-
- (a) an overview of the Supplier and any Subcontractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:-
    - i) age;
    - ii) disability;
    - iii) gender reassignment;
    - iv) marriage and civil partnership;
    - v) pregnancy and maternity;
    - vi) race;
    - vii) religion or belief;
    - viii) sex; and
    - ix) sexual orientation.
  - (b) an overview of Supplier and any Subcontractor's policies and procedures covering:
    - i) harassment;
    - ii) bullying;
    - iii) victimisation; and
    - iv) Staff training and development

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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- (c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Supplier Staff;
  - (d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Supplier Staff; and
  - (e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Supplier Staff used in the performance of the Supplier's obligations under this Contract, or if not currently in place, what will be put in place and by when.
- 2.5 The Authority will consider and must agree the contents of Diversity and Equality Delivery Plan. Any issues will be raised with the Supplier by the *Service Manager* acting on behalf of the Authority. If an issue relates to a Subcontractor, the Supplier must raise and resolve the issue with the Subcontractor.
- 2.6 Diversity and equality and the social value agenda will be discussed jointly by the Authority and the Supplier as an on-going item at Contract review meetings. Such meetings will discuss the information provided by the Supplier in accordance with paragraph 2.2 of this Contract Schedule 21.

Contract Schedule 21: Corporate Social Responsibility (based on RM6232 JS5)  
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### Annex A - Client Policies

Policy Name	Hyperlink(s)
Business Continuity Framework	<a href="#">Examples of good practice in public sector business continuity management: BCM methodologies - GOV.UK (www.gov.uk)</a> <a href="#">dwp-bc-framework-part1.pdf (publishing.service.gov.uk)</a> <a href="#">dwp-bcframework-part2.pdf (publishing.service.gov.uk)</a>
Information Security Policy	<a href="#">DWP procurement: security policies and standards - GOV.UK (www.gov.uk)</a>
Life Chances Through Procurement	<a href="#">Life chances through procurement guidance for DWP contractors - GOV.UK (www.gov.uk)</a>
Offshoring Policy	<a href="#">Offshoring policy for DWP contractors - GOV.UK (www.gov.uk)</a>
Records Management Policy	<a href="#">Records Management Policy.pdf (publishing.service.gov.uk)</a>
Sustainable Development Policy	<a href="#">Chapter 10: sustainable development - GOV.UK (www.gov.uk)</a>
Welsh Language Scheme	<a href="#">Welsh language scheme - Department for Work and Pensions - GOV.UK (www.gov.uk)</a>
Government Functional Standard GovS 004: property	<a href="#">Government Functional Standard GovS 004: Property - GOV.UK (www.gov.uk)</a>
Greening Government Commitments	<a href="#">Greening Government Commitments 2021 to 2025 - GOV.UK (www.gov.uk)</a>

\*Documents correct at time of upload (26/07/2023), use hyperlinks to check for updates.

Further guidance can be found at:

[DWP provider guidance - GOV.UK \(www.gov.uk\)](#)

The Supplier is responsible for checking the Client Policies and DWP provider guidance to ensure that it is aware of and complies with the latest requirements from time to time. The Supplier shall not be entitled to any increase to the Prices in respect of a change in any Client Policy except to the extent that it arises from a Specific Change of Law in which case it shall be assessed accordingly.

Framework Ref: RM6232  
Project Version: v1.0  
Model Version: v2.0

12



## **Contract Schedule 22: Exit Management (Based on COSC 10)**

### **1. Exit Plan**

- 1.1 The Exit Plan shall set out, as a minimum:
- 1.1.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 1.1.2 how the Service will transfer to the Replacement Supplier and/or the Authority;
  - 1.1.3 details of any contracts which will be available for transfer to the Authority and/or the Replacement Supplier at the end of the Service Period together with any reasonable costs required to effect such transfer;
  - 1.1.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Service following the end of the Service Period;
  - 1.1.5 proposals for providing the Authority or Replacement Supplier copies of all documentation relating to the use and operation of the Service and required for their continued use;
  - 1.1.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Service;
  - 1.1.7 proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party;
  - 1.1.8 proposals for the disposal of any redundant Service and materials;
  - 1.1.9 how the Supplier will ensure that there is no disruption to or degradation of the Service during the Termination Assistance Period; and
  - 1.1.10 any other information or assistance reasonably required by the Authority or a Replacement Supplier.

### **2. Assisting re-competition for Services**

- 2.1 Where the Services are to be retendered by the Authority, the Supplier shall enter into an Ethical Wall Agreement in the form set out in Annex 1 to put in place management processes, barriers and disciplines to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over other bidders where it wishes to tender for the retendered Services.
- 2.2 The Supplier shall within 30 days (or such shorter period as may be required following the submission of a Service Exclusion Notice) of request provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), Exit Information in the format that the Authority requests for any reason including facilitating the preparation by the Authority

**Contract Schedule 22: Exit Management**

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- of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 2.3 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 2.4 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Service (and shall consult the Authority in relation to any such changes).
- 2.5 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

**Contract Schedule 22: Exit Management**  
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**ANNEX 1**  
**ETHICAL WALL AGREEMENT**

This Agreement is dated [ ] 20[ ] (the “Effective Date”).

**BETWEEN:**

- (a) [insert NAME OF AUTHORITY] (the “Authority”) [acting on behalf of the Crown] of [insert Authority’s address]; and
- (b) [NAME OF COUNTERPARTY] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Counterparty’s registered address] (the “Counterparty”),

together the “Parties” and each a “Party”.

**BACKGROUND**

- (A) The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document (“**Agreement**”) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- (B) The Authority is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (the “**Purpose**”).
- (C) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

**IT IS AGREED:**

**1. Definitions and Interpretation**

- 1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

**Contract Schedule 22: Exit Management**

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**“Affiliate”** means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

**“Agreement”** means this ethical walls agreement duly executed by the Parties;

**“Bid Team”** means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response;

**“Crown Body”** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

- (a) Government Departments;
- (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (c) Non-Ministerial Departments; or
- (d) Executive Agencies;

**“Conflicted Personnel”** means any Representatives of:

- (a) the Counterparty;
- (b) any of the Counterparty's Affiliates; and/or
- (c) any Subcontractors,

who, because of the Counterparty's, any of its Affiliates' and/or any Subcontractors' relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

**“Contract”** means any pre-existing or previous contract between the Authority and:

- (a) the Counterparty;
- (b) any of the Counterparty's Affiliates;
- (c) any Subcontractor; and
- (d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process;

**“Control”** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **“Controls”** and **“Controlled”** shall be interpreted accordingly;

**“Effective Date”** means the date of this Agreement as set out above;

**Contract Schedule 22: Exit Management**

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**“Invitation to Tender” or “ITT”** means an invitation to submit tenders issued by the Authority as part of an ITT Process (and shall include an Invitation to Negotiate);

**“ITT Process”** means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

**“ITT Response”** means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT process;

**“Other Bidder”** means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process;

**“Procurement Process”** means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority;

**“Procurement Regulations”** means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time;

**“Professional Advisor”** means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT response;

**“Purpose”** has the meaning given to it in recital B to this Agreement;

**“Representative”** refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process;

**“Subcontractor”** means an existing or proposed subcontractor of:

- (a) the Counterparty; and/or
- (b) any of the Counterparty's Affiliates,

who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response);

**“Third Party”** means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

**Contract Schedule 22: Exit Management**

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**“Working Day”** means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty’s Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms **“associate”**, **“holding company”**, **“subsidiary”**, **“subsidiary undertaking”** and **“wholly owned subsidiary”** have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words **“include”** and **“including”** are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

**2. Ethical Walls**

- 2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

**Conflicts of Interest**

- 2.2 The Counterparty:
  - 2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and
  - 2.2.2 acknowledges and agrees that a conflict of interest may arise in situations

**Contract Schedule 22: Exit Management**

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where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

- 2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:
- 2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;
  - 2.3.2 providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;
  - 2.3.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
    - (a) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or
    - (b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,
 becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;
  - 2.3.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
  - 2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Authority];
  - 2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
  - 2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;

**Contract Schedule 22: Exit Management**

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- 2.3.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 2.3.10 complying with any other action as the Authority, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

**Notification of Conflicts of Interest**

2.4 The Counterparty shall:

- 2.4.1 notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 2.4.2 submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and
- 2.4.3 seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).

- 2.5 The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.
- 2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.
- 2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

**Exclusion from the ITT Process**

- 2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.



**Contract Schedule 22: Exit Management**

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- 2.9 The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

**Bid Costs**

- 2.10 In no event shall the Authority be liable for any bid costs incurred by:

2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

**Specific Remedies**

- 2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

2.11.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

**3. Sole Responsibility**

- 3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

**4. Waiver and Invalidity**

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

**Contract Schedule 22: Exit Management**

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**5. Assignment and Novation**

- 5.1 The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.
- 5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- 5.2.1 any Crown Body; or
- 5.2.2 to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
- 5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.
- 5.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

**6. Contracts (Rights of Third Parties) Act 1999**

- 6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**7. Transparency**

- 7.1 The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

**8. Notices**

- 8.1 Any notices sent under this Agreement must be in writing.
- 8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise,	Properly addressed and delivered as evidenced by signature of a delivery receipt.

**Contract Schedule 22: Exit Management**

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<b>Manner of Delivery</b>	<b>Deemed time of service</b>	<b>Proof of service</b>
	delivery will occur at 9.00am on the next Working Day.	
Prepaid, Royal Mail Signed For™ 1 <sup>st</sup> Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	<b>Counterparty</b>	<b>Authority</b>
<b>Contact</b>		
<b>Address</b>		
<b>Email</b>		

- 8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

**9. Waiver and Cumulative Remedies**

- 9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

**10. Term**

- 10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date/[or for the period of the duration of the Procurement Process]

**Contract Schedule 22: Exit Management**

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**11. Governing Law and Jurisdiction**

- 11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Authority

Name:

Signature:

Position in Authority:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:



## Contract Schedule 23: Business Continuity and Disaster Recovery (based on RM6232 COSC8)

### 1. Definitions and purpose of this Schedule

#### 1.1 In this Schedule, the following words shall have the following meanings:

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 4.1 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the provision of the Services following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of the Services following the occurrence of a Disaster;
"Related Supplier"	any person who provides goods, services or works to the Authority which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

- 1.2 This Schedule sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure of any element of the *services* and for restoring the Services through business continuity and as necessary Disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Services.

### 2. BCDR Plan

- 2.1 At least ninety (90) Working Days prior to the *starting date* the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
  - 2.1.2 the recovery of the Services in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
  - 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then the matter shall be treated as a dispute under the terms of the Contract.

**3. General Principles of the BCDR Plan (Section 1)**

- 3.1 Section 1 of the BCDR Plan shall:
  - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods, works and/or services provided to the Authority by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority and any of its other Related Supplier in each case as notified to the Supplier by the Authority from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of Services and processes for managing those risks;
    - (c) identification of risks arising from the interaction of the provision of Services with the goods, works and/or services provided by a Related Supplier; and
    - (d) a business impact analysis of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Measures and applicable Target Performance levels, or to any increase in the Prices to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

**4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;
  - 4.2.3 specify any applicable Performance Measures and applicable Target Performance levels with respect to the provision of the business continuity Services and details of any agreed relaxation to the Performance Measures

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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and applicable Target Performance levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

**5. Disaster Recovery (Section 3)**

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of Service Failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 the Disaster Recovery Plan shall only be invoked in accordance with Paragraph 8 (Invoking the BCDR Plan).

5.3 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.3.1 Loss of access to the Affected Property;

5.3.2 loss of utilities to the Affected Property;

5.3.3 loss of the Supplier's CAFM system or helpdesk;

5.3.4 loss of a Subcontractor;

5.3.5 emergency notification and escalation process;

5.3.6 contact lists;

5.3.7 staff training and awareness;

5.3.8 BCDR Plan testing;

5.3.9 post implementation review process;

5.3.10 any applicable Performance Measures and applicable Target Performance levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Measures and applicable Target Performance levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

5.3.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.3.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.3.13 testing and management arrangements.

**6. Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) months;

6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and



**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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- 6.1.3 where the Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Authority shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then the matter shall be treated as a dispute under the terms of the Contract.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

**7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every 12 month period;
  - 7.1.2 in the event of any major reconfiguration of the Services
  - 7.1.3 at any time where the Authority considers it necessary (acting in its sole discretion).
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Authority.

**8. Invoking the BCDR Plan**

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

**9. Circumstances beyond your control**

- 9.1 The Supplier shall not be entitled to any increase to the Prices in respect of any compensation event to the extent that it would not have been impacted had it complied with its obligations under this Schedule.

**10. Gold Clauses**

- 10.1 The Contract is a Gold Contract and the terms at Annex 1 apply.

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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**Annex 1: Provisions for Gold Contracts****1. DEFINITIONS**

1.1 In this Annex 1, the following words shall have the following meanings and they shall supplement Paragraph 1.1 of this Schedule:

<b>“Accounting Reference Date”</b>	means the last day of the Supplier’s financial year;
<b>“Annual Revenue”</b>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none"> <li>• figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</li> <li>• where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</li> </ul>
<b>“Associates”</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>“Assurance”</b>	means formal acceptance of the Supplier’s CRP by the Relevant Authority or Relevant Authorities pursuant to Paragraph 3.4 of Annex 1;
<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the Financial Conduct Authority;
<b>“Control”</b>	<p>the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and</p> <p><b>“Controls”</b> and <b>“Controlled”</b> shall be interpreted accordingly;</p>
<b>“Corporate Change Event”</b>	means:

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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	<ul style="list-style-type: none"> <li>a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li> <li>b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</li> <li>c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</li> <li>d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</li> <li>e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</li> <li>f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</li> <li>g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</li> <li>h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</li> <li>i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</li> <li>j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member</li> </ul>
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**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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	of the Supplier Group in a jurisdiction outside England and Wales;
<b>“Critical National Infrastructure”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ul style="list-style-type: none"> <li>• major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</li> <li>• significant impact on the national security, national defence, or the functioning of the UK;</li> </ul>
<b>“Critical Service Contract”</b>	a service contract which the Authority has categorised as a Gold Contract or which the Authority otherwise considers should be classed as a Critical Service Contract;
<b>“CRP Information”</b>	<p>means, together, the:</p> <ul style="list-style-type: none"> <li>• Group Structure Information and Resolution Commentary; and</li> <li>• UK Public Sector and CNI Contract Information;</li> </ul>
<b>“Dependent Parent Undertaking”</b>	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
<b>“Group Structure Information and Resolution Commentary”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;
<b>“Net Asset Value”</b>	means the value of an entity's assets minus the value of its liabilities;

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Public Sector Dependent Supplier”</b>	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>“Relevant Authority” or “Relevant Authorities”</b>	means the Authority and the Cabinet Office Markets and Suppliers Team;
<b>“Strategic Supplier”</b>	means a supplier who is part of the Cabinet Office Markets and Suppliers Team Crown Representative programme;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including any Central Government Body and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**  
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**Part A: Insolvency Continuity Plan**

**1. Service Continuity Plan: Section 4 – Insolvency Continuity Plan**

- 1.1 In addition to the sections detailed in Paragraph 2.3 of this Schedule, the BCDR plan shall have a Section 4 which shall relate to an Insolvency Event of the Supplier, Subcontractor or any Supplier Group member (the “**Insolvency Continuity Plan**”).
- 1.2 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Supplier, Subcontractor or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 1.3 The Insolvency Continuity Plan shall include the following:
  - 1.3.1 communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Subcontractor personnel and Supplier Group member personnel;
  - 1.3.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;
  - 1.3.3 plans to manage and mitigate identified risks;
  - 1.3.4 details of the roles and responsibilities of the Supplier, Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
  - 1.3.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Subcontractors and Supplier Group members); and
  - 1.3.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
  - 1.3.7 In addition to the provisions of Paragraph 3.1.1 of this Schedule, Section 1 of the BCDR Plan shall:
    - (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
    - (b) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority’s request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
    - (c) detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Authority and any of

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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its other Related Suppliers in each case as notified to the Supplier by the Authority from time to time.

1.3.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

- (a) where an Insolvency Event of a Subcontractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or
- (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.



**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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**Part B: Corporate Resolution Planning****2. Service Status and Supplier Status**

- 2.1 This Contract is a Critical Service Contract.
- 2.2 The Supplier shall notify the Authority in writing within 5 Working Days of the Contract Date and throughout the lifetime of the Contract within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

**3. Provision of Corporate Resolution Planning Information**

- 3.1 Paragraphs 3 to 5 of this Part B apply.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Part B:
  - 3.2.1 the Supplier shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the Contract Date; and
  - 3.2.2 except where it has already been provided in accordance with Paragraph 11.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B:
  - 3.3.1 is full, comprehensive, accurate and up to date;
  - 3.3.2 is split into two parts:
    - (a) Group Structure Information and Resolution Commentary;
    - (b) UK Public Service / CNI Contract Information
 and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks/the-sourcing-playbook-html> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
  - 3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;
  - 3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
  - 3.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 3.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B, the Authority shall procure that the Relevant Authority or Relevant Authorities shall discuss in good faith

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Relevant Authority or Relevant Authorities approves the CRP Information or that the Relevant Authority or Relevant Authorities rejects the CRP Information.

- 3.5 If the Relevant Authority or Relevant Authorities rejects the CRP Information:
  - 3.5.1 the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
  - 3.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of paragraph 3.3 to 3.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution under the terms of the Contract at any time.
- 3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Central Government Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Central Government Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.
- 3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Part B if:
  - 3.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
  - 3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 3.8 The Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:
  - 3.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Part B) unless the Supplier is relieved of the

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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- consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress) (if applicable);
- 3.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 3.10;
- 3.8.3 within 30 days of the date that:
- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
  - (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 3.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 3.8(a) 3.8(b) or 3.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or
  - (b) unless not required pursuant to Paragraph 3.10.
- 3.9 Not used.
- 3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
- 3.10.1 Aa3 or better from Moody's;
  - 3.10.2 AA- or better from Standard and Poors;
  - 3.10.3 AA- or better from Fitch;
- the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.
- 3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 3.8.

**4. Termination Rights**

- 4.1 The Authority shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 3 of this Part B and either:

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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- 4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Contract Date or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
- 4.1.2 the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be a substantial failure by the Supplier to comply with its obligations for the purposes of clause 91.2 of the *additional conditions of contract*.

**5. Confidentiality and usage of CRP Information**

- 5.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 5.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Authority under paragraph 5.1 of this Part B and clause 27 of the *additional conditions of contract*.
- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 3 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
  - 5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
  - 5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - (a) summarising the information;
    - (b) grouping the information;
    - (c) anonymising the information; and
    - (d) presenting the information in general terms
- 5.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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**Appendix 1: Group structure information and resolution commentary**

1. The Supplier shall:
  - 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
  - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
  - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

**Contract Schedule 23 (Business Continuity and Disaster Recovery)**

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**Appendix 2: UK Public Sector / CNI Contract Information**

1. The Supplier shall:
  - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
    - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
    - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
    - 1.1.3 involve or could reasonably be considered to involve CNI;
  - 1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

**Contract Schedule 24 (Transparency Reports)**  
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## **Contract Schedule 24: Transparency Reports (based on RM6232 COSC1)**

- 1.1 The Supplier recognises that the Authority is subject to PPN 01/17 (Updates to transparency principles v1.1 <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Authority with its compliance with its obligations under PPN 01/17.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Mobilisation Start Date the Supplier shall submit to the Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated in accordance with the dispute provisions of this contract.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in the Annex of this Schedule.

**Contract Schedule 24 (Transparency Reports)**  
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**Contract Schedule 24 (Transparency Reports)**  
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**Annex A: List of Transparency Reports**

The below table provides a list of reports to be submitted throughout the contract period for transparency. The below table shall be subject to change and shall be finalised at Contract Award:

Title	Content	Relevant Schedule	Format	Frequency
<b>Open Book Data</b>	Refer to definition for “Open Book Data” within Joint Schedule 1 (Definitions)	Joint Schedule 1 (Definitions)	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:  - maintain and retain the Open Book Data; and - disclose and allow the Authority and/or the Audit Agents access to the Open Book Data
<b>Onerous Contract Report</b>	Refer to definition for “Onerous Contract” within Joint Schedule 1 (Definitions)  Content shall include:  - An initial root cause analysis of the issues and circumstances which may have contributed to the Contract being designated as an Onerous Contract;	Joint Schedule 1 (Definitions)	To be agreed within thirty (30) days of Mobilisation Start Date.	If the Supplier publicly designates the Contract as an Onerous Contract (including where the Supplier has identified the Contract as such in any published accounts or public reports and announcements), the Supplier shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority within the timescales agreed by the Parties (an in any event, no later than 2

**Contract Schedule 24 (Transparency Reports)**

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	<ul style="list-style-type: none"> <li>- An initial risk analysis and impact assessment on the provision of the Services as a result of the Supplier's designation of the Contract as an Onerous Contract;</li> <li>- the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;</li> <li>- details of any other options which could be put in place to remove the designation of the Contract as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services</li> </ul>			months following the publication of the designation) a draft Onerous Contract Report.
<b>Provision of Financial Reports</b>	<p>Includes the following ( refer to definition within Joint Schedule 1 Definitions):</p> <ul style="list-style-type: none"> <li>- Contract Amendment Report</li> <li>- Quarterly Contract Report</li> <li>- Annual Contract Report</li> <li>- Final Reconciliation Report</li> </ul>	Joint Schedule 1 (Definitions)	<p>To be agreed within thirty (30) days of Mobilisation Start Date.</p> <p>Each Financial Report shall:</p>	<p><b>Contract Amendment Report:</b> Within 1 month of a Material Change being agreed between the Supplier and the Authority</p> <p><b>Quarterly Contract Report:</b> Within 1 month of the end of each Quarter</p>

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**Contract Schedule 24 (Transparency Reports)**

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	Content to be agreed within thirty (30) days of the Mobilisation Start Date		<ul style="list-style-type: none"> <li>- be completed by the Supplier using reasonable skill and care;</li> <li>- incorporate and use the same defined terms as are used in this Contract;</li> <li>- quote all monetary values in pounds sterling;</li> <li>- quote all costs as exclusive of any VAT; and</li> <li>- quote all costs and charges based on current prices.</li> <li>- Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:</li> <li>- being accurate and not misleading;</li> </ul>	<p><b>Annual Contract Report:</b> Within 1 month of the end of the Contract Year to which that report relates</p> <p><b>Final Reconciliation Report:</b> Within 6 months after the end of the Term</p>
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**Contract Schedule 24 (Transparency Reports)**  
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			<ul style="list-style-type: none"> <li>- having been prepared in conformity with generally accepted accounting principles within the United Kingdom;</li> <li>- being a true and fair reflection of the information included within the Supplier's management and statutory accounts.</li> </ul>	
<b>Benchmarking Report</b>	Refer to clause 2.3: Contract Schedule 10: Benchmarking	Contract Schedule 10: Benchmarking	To be agreed within thirty (30) days of Mobilisation Start Date.	Where requested by the Buyer. Buyer will not be entitled to request a Benchmark Review during the first six (6) month period from the Contract Date or at intervals of less than twelve (12) months after any previous Benchmark Review relating to the same services.
<b>Savings Proposal</b>	Refer to clause 1.3 & 1.4: Contract Schedule 11: Gainshare	Contract Schedule 11: Gainshare	Refer to clause 1.4: Contract Schedule 11: Gainshare	Where instructed by the Authority
<b>Supplier Savings Statement</b>	Refer to clause 1.16: Contract Schedule 11: Gainshare	Contract Schedule 11: Gainshare	To be agreed within thirty (30) days of Mobilisation Start Date.	Within 30 Working Days of the end of a Contract Year
<b>TUPE Count</b>	Refer to clause 1.2: Contract Schedule 13: TUPE Surcharge	Contract Schedule 13: TUPE Surcharge	To be agreed within thirty (30) days of Mobilisation Start Date.	No later than 20 Working Days prior to the beginning of each Contract Year

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**Contract Schedule 24 (Transparency Reports)**

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<b>Subcontractors Performance</b>	Refer to clause 1.3: Contract Schedule 15: Governance	Contract Schedule 15: Governance	To be agreed within thirty (30) days of Mobilisation Start Date.	Monthly, no fewer than five (5) Working Days in advance of each Key Account Management Meeting
<b>Cyber Essentials Plus certificate</b>	Refer to clause 4: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within three months of the Mobilisation Start Date (or as otherwise agreed between the Authority and Supplier during the Mobilisation Period),
<b>Information Security Management System (ISMS)</b>	Refer to clause 5: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within twenty (20) Working Days after the Mobilisation Start Date
<b>Security Management Plan</b>	Refer to clause 6: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within three months of the Mobilisation Start Date (or as otherwise agreed between the Authority and Supplier during the Mobilisation Period)
<b>Patched and outstanding vulnerabilities in the ICT Environment Report</b>	Refer to clause 11.5.5: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within five (5) Working Days of the end of each calendar month

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**Contract Schedule 24 (Transparency Reports)**

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<b>Security Risk Management Policies</b>	Refer to clause 12.1: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within 10 Working Days of the Authority's request.
<b>Security Risk Assessment Report</b>	Refer to clause 12.2: Contract Schedule 18: Security	Contract Schedule 18: Security	To be agreed within thirty (30) days of Mobilisation Start Date.	Within 5 Working Days of completion of an annual Security Risk Assessment or in the case of all other Security Risk Assessments, within one calendar month after completion of the Security Risk Assessment or on a date agreed by the Parties
<b>HMG Baseline Personnel Security Standard ("BPSS") Supplier's Declaration</b>	Refer to Annex 2: Contract Schedule 19: Background Checks	Contract Schedule 19: Background Checks	Refer to Annex 2: Contract Schedule 19: Background Checks	At the Authority's written request
<b>Service Delivery Plans (SDP)</b>	Refer to clause 13: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	Within the Mobilisation Period and reviewed every 6 months or at such other time or times as the Authority may require
<b>Social Value Performance Reports</b>	Refer to clause 33.10: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	Quarterly via the Social Value Plan
<b>Social Value Plan</b>	Refer to clause 34 and clause 52: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	Three (3) months prior to the starting date, then quarterly thereafter

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Project Version: v1.0

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**Contract Schedule 24 (Transparency Reports)**

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<b>Annual management plan for each of the Authority Premises</b>	Refer to clause 40.1.9: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	Annually
<b>Carbon Net Zero Plan</b>	Refer to clause 59.11.9: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date.
<b>Energy Management Plan</b>	Refer to clause 60.9.0: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Mobilisation Period, thereafter annually
<b>Water Management Plan</b>	Refer to clause 61.5.8: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Mobilisation Period, thereafter annually
<b>Waste Management Plan</b>	Refer to clause 62.3.8: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Mobilisation Period, thereafter annually
<b>Biodiversity Management Plan</b>	Refer to clause 68.3.7: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Mobilisation Period, thereafter annually
<b>Climate Change Resilience and Adaption Plan</b>	Refer to clause 69.3.7: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Mobilisation Period, thereafter annually
<b>Planned Preventative Maintenance programme</b>	Refer to clause 72.9.4: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	Not less than eight (8) weeks prior to the start of the annual PPM programme

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**Contract Schedule 24 (Transparency Reports)**

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<b>Review report of the fire door and associated systems</b>	Refer to clause 79.24 & 79.25: Contract Schedule 2: Scope	Contract Schedule 2: Scope	To be agreed within thirty (30) days of Mobilisation Start Date.	In accordance with clause 79.25: Contract Schedule 2: Scope
<b>Annual slavery and human trafficking statement and report</b>	Refer to clause 3.8: Contract Schedule 21: Corporate Social Responsibility	Contract Schedule 21: Corporate Social Responsibility	To be agreed within thirty (30) days of Mobilisation Start Date.	Annually
<b>Modern Slavery Assessment Toolkit</b>	Refer to clause 3.12: Contract Schedule 21: Corporate Social Responsibility	Contract Schedule 21: Corporate Social Responsibility	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date.
<b>Corporate Social Responsibility Reports</b>	Refer to clause 10: Contract Schedule 21: Corporate Social Responsibility	Contract Schedule 21: Corporate Social Responsibility	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Diversity &amp; Equality Delivery Plan</b>	Refer to clause 12: Contract Schedule 21: Corporate Social Responsibility	Contract Schedule 21: Corporate Social Responsibility	Refer to clause 12: Contract Schedule 21: Corporate Social Responsibility	Six (6) Months after the Contract Date, and annually thereafter
<b>Life Chances Workforce Monitoring template</b>	Refer to clause 12.6 and Appendix 1: Contract Schedule 21: Corporate Social Responsibility	Contract Schedule 21: Corporate Social Responsibility	Refer to Appendix 1: Contract Schedule 21: Corporate Social Responsibility	Six (6) Months after the Contract Date and annually thereafter.
<b>BCDR Plan</b>	Refer to clause 2: Contract Schedule 23: Business Continuity and	Contract Schedule 23: Business Continuity and	Refer to clause 2: Contract Schedule 23: Business Continuity and	At least ninety (90) Working Days prior to the starting date and thereafter refer to Contract

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**Contract Schedule 24 (Transparency Reports)**

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	Disaster Recovery	Disaster Recovery	Disaster Recovery	Schedule 23: Business Continuity and Disaster Recovery
<b>Business Continuity Plan</b>	Refer to clause 4: Contract Schedule 23: Business Continuity and Disaster Recovery	Contract Schedule 23: Business Continuity and Disaster Recovery	Refer to clause 4: Contract Schedule 23: Business Continuity and Disaster Recovery	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Disaster Recovery Plan</b>	Refer to clause 5: Contract Schedule 23: Business Continuity and Disaster Recovery	Contract Schedule 23: Business Continuity and Disaster Recovery	Refer to clause 5: Contract Schedule 23: Business Continuity and Disaster Recovery	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Visibility of Sub-Contract Opportunities in the Supply Chain</b>	Monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Call-Off Contract Period. Refer to clause 2.1.3 within Contract Schedule 25: Supply Chain Visibility	Contract Schedule 25: Supply Chain Visibility	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Supply Chain Information Report ("SME Management Information Reports")</b>	Refer to clause 3: Contract Schedule 25: Supply Chain Visibility	Contract Schedule 25: Supply Chain Visibility	Refer to clause 3 and Annex 1: Contract Schedule 25: Supply Chain Visibility	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Performance Monitoring Reports</b>	Refer to Part B, clause 1.2: Contract Schedule 6: Key Performance Indicators	Contract Schedule 6: Key	Refer to Part B, clause 1.2: Contract Schedule 6: Key Performance Indicators	To be agreed within thirty (30) days of Mobilisation Start Date

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**Contract Schedule 24 (Transparency Reports)**

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		Performance Indicators		
<b>Mobilisation Plan</b>	Refer to clause 2: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	Refer to Schedule 7: Mobilisation Services	10 working days after the Mobilisation Start Date
<b>Governance Plan</b>	Refer to clause 3.1.2: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date.
<b>Communications Plan</b>	Refer to clause 3.1.5: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date.
<b>Mobilisation risk actions, issues and decisions register</b>	Refer to clause 3.1.10: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	Within 10 Working Days of the Mobilisation Start Date and maintain throughout the Mobilisation Period
<b>Service Delivery Plans</b>	Refer to clause 5.2.3 (vi): Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	Within 20 Working Days of the Mobilisation Start Date
<b>Change management plan</b>	Refer to clause 5.2.3 (viii): Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Supplier performance management process and plan,</b>	Refer to clause 5.3.3: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date

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Project Version: v1.0

Model Version: v3.0

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**Contract Schedule 24 (Transparency Reports)**

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<b>Data Validation Report</b>	Refer to clause 5.6.2: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	Upon completion of the Data Validation Audit
<b>Asset Verification Report</b>	Refer to clause 5.7.6: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	Upon completion of the Asset Verification Audit
<b>Supplier's CAFM System Statement</b>	Refer to clause 5.9.2: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Information Security Questionnaire (ISQ) and Non Functional Requirement (NFR) Documents</b>	Refer to clause 6: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	During Mobilisation
<b>Test Plans</b>	Refer to clause 4: Contract Schedule 7: Mobilisation Services	Contract Schedule 7: Mobilisation Services	To be agreed within thirty (30) days of Mobilisation Start Date	During Mobilisation
<b>Financial Indicator Reports</b>	As set out in the table in clause 1.1, calculated to the methodology as set out in Annex 3: Contract Schedule 8 (Financial Difficulties)	Contract Schedule 8 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date	As set out in the table in clause 1.1, calculated to the methodology as set out in Annex 3: Contract Schedule 8 (Financial Difficulties)
<b>Financial Indicator Report for Ultimate Holding Company - Guarantor</b>	As set out in table in clause 1.2: Contract Schedule 8 (Financial Difficulties)	Contract Schedule 8 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date	As set out in table in clause 1.2: Contract Schedule 8 (Financial Difficulties)

Framework Ref: RM6232

Project Version: v1.0

Model Version: v3.0

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**Contract Schedule 24 (Transparency Reports)**

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<b>Financial Indicator Report for Subcontractors</b>	As set out in table in clause 1.2: Contract Schedule 8 (Financial Difficulties)	Contract Schedule 8 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date	As set out in table in clause 1.2: Contract Schedule 8 (Financial Difficulties)
<b>Credit Ratings and Credit Rating Thresholds</b>	Refer to Annex 2: Contract Schedule 8 (Financial Difficulties)	Contract Schedule 8 (Financial Difficulties)	Refer to Annex 2: Contract Schedule 8 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Continuous Improvement Plan</b>	Refer to clause 2.7: Contract Schedule 9: Continuous Improvement	Contract Schedule 9: Continuous Improvement	To be agreed within thirty (30) days of Mobilisation Start Date	Within one hundred (100) Working Days of the starting date and thereafter each contract year
<b>Apprenticeships Report</b>	Refer to clause 24B: Additional Conditions of Contract	Additional Conditions of Contract	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
<b>Forward Maintenance Register (FMR)</b>	Refer to Work Package E Maintenance Services General Requirements: Contract Schedule 2: Scope - Annex A: Standards	Annex A: Standards	To be agreed within thirty (30) days of Mobilisation Start Date	Annually
<b>Framework MI Reporting</b>	Refer to clause 1.15: Contract Schedule 2: Scope – Annex F: Reporting Requirements	Annex F: Reporting Requirements	In accordance with CCS Framework Reporting Requirements	In accordance with CCS Framework Reporting Requirements
<b>Management of the passport scheme report</b>	Refer to clause 5.8: Contract Schedule 2: Scope – Annex I: Task Competency Passport Scheme	Annex I: Task Competency Passport Scheme	Refer to clause 5.8: Contract Schedule 2: Scope – Annex I: Task Competency Passport Scheme	Monthly
<b>Asset Performance</b>	Refer to clause 7.6: Contract Schedule 2: Scope – Annex K:	Annex K: Asset Management	Refer to clause 7.6: Contract Schedule 2: Scope – Annex	Monthly

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Model Version: v3.0

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**Contract Schedule 24 (Transparency Reports)**

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<b>Monitoring Report</b>	Asset Management Statement of Requirements	Statement of Requirements	K: Asset Management Statement of Requirements	
<b>Annual lifts and escalators maintenance planner</b>	Refer to clause 5.7: Contract Schedule 2: Scope – Annex O: Lifts & Escalators Statement of Requirements	Annex O: Lifts & Escalators Statement of Requirements	To be agreed within thirty (30) days of Mobilisation Start Date	The start of each financial year

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**Contract Schedule 25 (Supply Chain Visibility)**  
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## **Contract Schedule 25: Supply Chain Visibility (based on RM6232 JS12)**

### **1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings:

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Contract Schedule 25; and
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

### **2. Visibility of Sub-Contract Opportunities in the Supply Chain**

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £30,000 that arise after the Contract Date;
- 2.1.2 within 90 days of awarding a subcontract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain after the Contract Date;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

**Contract Schedule 25 (Supply Chain Visibility)**

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of subcontract opportunities arising after the Contract Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may, by giving its prior Approval, agree that a subcontract opportunity is not required to be advertised by the Supplier on Contracts Finder.

**3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the contract;
  - (b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of subcontracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Authority issuing a replacement version. The Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior written approval of the Authority.

**Contract Schedule 25 (Supply Chain Visibility)**  
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**Annex 1**

**Supply Chain Information Report template**

The Parties agree that the Supply Chain Information Report template stored on the Authority's JAGGAER system is the agreed live excel version of the Supply Chain Information Report template contained within this Annex 1.



Supply Chain Information  
Report templat



**Contract Schedule 25 (Supply Chain Visibility)**

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**Annex 1**

**Supply Chain Information Report template**

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**Contract Schedule 26 (Supplier's Furnished Terms)**  
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## **Contract Schedule 26: Supplier's Furnished Terms (Based on RM6232 COSC 24)**

### **Part 1A Non-COTS Third Party Software**

Terms for licensing of non-COTS third party software in accordance with Contract Schedule 17 Paragraph 9.2.3 are detailed in Annex 1.

### **Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Contract Schedule 17 Paragraph 9.3 are detailed in Annex 2

### **Part 1C Software as a Service (SaaS) Terms**

Terms for provision of a Software as a Service solution are detailed in Annex 3.

### **Part 1D Software Support and/or Maintenance Terms**

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

**Contract Schedule 26 (Supplier's Furnished Terms)**

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**Annex 1**

Not Applicable.

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**Annex 2**

Not Applicable.

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**Annex 3**

Not Applicable.

**Contract Schedule 26 (Supplier's Furnished Terms)**  
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**Annex 4**

Not Applicable.

**Contract Schedule 27: Rectification Plan (based on RM6232 JS 10)**  
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## Contract Schedule 27: Rectification Plan (based on RM6232 JS 10)

Notification or Request for <b>[revised]</b> Rectification Plan		
<b>[Guidance]:</b> This section is to be completed by the Authority requesting a Rectification Plan under clause 45.2 of the Contract, or by the Supplier if notifying a Notifiable Event under clause 45.1 of the Contract)		
Details of the actual or anticipated Notifiable Event:	<b>[Guidance]:</b> Explain the Notifiable Event (being (a) a Service Failure or other default by the Service Provider which is material and is capable of remedy; (b) a Critical Performance Failure; or (c) a Persistent KPI Failure, with clear schedule and clause references as appropriate]	
Deadline for receiving the <b>[revised]</b> Rectification Plan:	<b>[add]</b> date (5 Working Days from the date of this notification or request)	
Signed by the Authority / Supplier (as appropriate):		Date:
Supplier <b>[Revised]</b> Rectification Plan		
Full details of the Notifiable Event, including a root cause analysis:	<b>[add]</b> details and root cause]	
Anticipated impact assessment of the Notifiable Event:	<b>[add]</b> impact]	
Actual effect of the Notifiable Event (to the extent known):	<b>[add]</b> effect]	
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>
	1.	<b>[date]</b>
	2.	<b>[date]</b>
	3.	<b>[date]</b>
	4.	<b>[date]</b>
<b>[...]</b>	<b>[date]</b>	



**Contract Schedule 27: Rectification Plan (based on RM6232 JS 10)**

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Timescale for complete rectification of the Notifiable Event	<input checked="" type="checkbox"/> Working Days		
Steps to be taken to prevent recurrence of the Notifiable Event or another event with same (or substantially the same) root cause from recurring	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan by the Authority</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejecting the draft Rectification Plan (if applicable)	[add reasons]		
Signed by the Authority		Date:	

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**  
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## **Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

### **Form of Guarantee**

**[Guidance Note:** this is the draft form of guarantee to be used to procure a Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.]

#### **DEED OF GUARANTEE**

##### **PROVIDED BY**

**[INSERT** NAME OF THE GUARANTOR]

##### **FOR THE BENEFIT OF**

**[INSERT** NAME OF THE BENEFICIARY]

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**DEED OF GUARANTEE**

**THIS DEED OF GUARANTEE** is made the                      day of                      20[ ]

**BETWEEN**

- (1) **[GUARANTOR]**, incorporated and registered in **[COUNTRY OF INCORPORATION]** with company number **[COMPANY NO.]** whose registered office is at **[REGISTERED OFFICE]** ("**Guarantor**"); and
- (2) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA acting as part of the Crown ("**Beneficiary**")

**WHEREAS:**

- (A) It is a condition of the Beneficiary entering into the Guaranteed Agreement that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.
- (B) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (C) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

**[Guidance Note:** Insert and/or settle Definitions, including from the following list, for the Guarantee]

<b>"Framework Contract"</b>	means the framework contract <b>[insert RM number and name of the framework]</b> between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the <i>Service Provider</i> ;
<b>"Guaranteed Agreement"</b>	means the contract for facilities management services procured under the Framework Contract and entered into between the Beneficiary and the Supplier on [date]
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the <i>Supplier</i> to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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<b>"Supplier"</b>	means [Insert the name, address and registration number of the Supplier as each appears in the Framework Award Form].
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- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

**2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
  - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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- Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than if it had been named as joint *Service provider* with the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than if it had been named as joint *Service provider* with the Supplier under the Guaranteed Agreement and the relevant obligation had not become unenforceable, invalid or illegal.

**3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

**4. DEMANDS AND NOTICES**

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

**[Insert]** Address of the Guarantor in England and Wales]

**[Insert]** Email Address]

For the Attention of **[Insert]** details]

or such other address in England and Wales or email address as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or email address for the receipt of such demands or notices.

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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- 4.2 Any notice served by the Guarantor on the Beneficiary under this Deed of Guarantee shall be in writing, addressed to:

**[Insert]** Address of the Beneficiary in England and Wales]

**[Insert]** Email Address]

For the Attention of **[Insert]** details]

or such other email address as the Beneficiary has from time to time notified to the Guarantor in writing in accordance with the terms of this Deed of Guarantee as being an address or email address for the receipt of such notices.

- 4.3 Any notice or demand served by the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.3.1 if delivered by hand, at the time of delivery; or
- 4.3.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.3.3 if sent by email, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.4 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

**5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

**6. GUARANTOR INTENT**

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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**7. RIGHTS OF SUBROGATION**

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

**8. DEFERRAL OF RIGHTS**

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the *Supplier's* obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

**9. REPRESENTATIONS AND WARRANTIES**

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;



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- 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
- 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
  - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
  - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

**10. PAYMENTS AND SET-OFF**

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

**11. GUARANTOR'S ACKNOWLEDGEMENT**

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

**12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

**Contract Schedule 28: Form of Deed of Guarantee (based on RM6232 JS8)**

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- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

**13. SEVERANCE**

- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

**14. THIRD PARTY RIGHTS**

- 14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**15. SURVIVAL**

- 15.1 This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

**16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or by email to [EMAIL ADDRESS] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

**[Guidance Note:** Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

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**17. COUNTERPART**

17.1 This Deed may be executed (electronically or by engrossment) in any number of counterparts, each of which when executed and delivered, shall be an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

The corporate seal of the Secretary of	)	
State for Work and Pensions is hereunto	)	
affixed and authenticated by:	)	SEAL OF THE SECRETARY OF STATE
	)	FOR WORK AND PENSIONS

Name: .....

Signature:.....

Title:     Authorised signatory

## Contract Schedule 29: Collateral Warranty Agreements (based on RM6232 COSC 31)

### Part 1 - Supplier Collateral Warranty

THIS DEED is made on

#### BETWEEN:

- (1) **[NAME OF SUPPLIER]** (**company number**) whose registered office is at **[insert]** ("Supplier"); and
- (2) **[NAME OF BENEFICIARY]** (**company number**) whose registered office is at **[insert]** ("Beneficiary" which term includes its legal successors and permitted assignees).

#### BACKGROUND:

- A The Authority intends to procure the Deliverables.
- B By the Contract the Supplier has agreed with the Buyer to provide the Deliverables upon the terms and conditions of the Contract.
- C It has been agreed that the Supplier enters into this deed with the Beneficiary in relation to the Deliverables.

#### IT IS AGREED:

By this deed and in consideration of the sum of £10 paid by the Beneficiary (receipt of which the Supplier hereby acknowledges) the Supplier agrees to enter into the obligations set out in this deed.

### 1. DEFINITIONS AND INTERPRETATION

In this deed:

- 1.1 the following words and expressions have the following meanings, unless the context requires otherwise:

**"Authority"** means the *Client* under the Contract;

**"Business Day"** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday;

**"Contract"** means the contract for the provision of facilities management services dated **[insert date]** made between the Authority and the Supplier;

**"Deliverables"** means the works and services to be undertaken by the Supplier under the Contract;

**"Documents"** means all drawings, CAD materials, plans, designs, diagrams, details, specifications, technical data (including asset data and all other data held in

**Contract Schedule 29: Collateral Warranty Agreements (based on RM6232 COSC 31**  
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the CAFM system, including paper based data that is held on documentation which has been delivered as part of the Deliverables), bills of quantities, reports and other design information which have been or are hereafter written, prepared or provided by or on behalf of the Supplier for any purpose whatsoever in connection with the Deliverables;

**"Intellectual Property Rights"** means copyrights, moral rights, related rights, patents, trademarks, trade names, service marks, design rights, database rights, semiconductor topography rights and any undisclosed or confidential information such as knowhow, trade secrets or inventions (whether patentable or not);

**"Limitation Period"** means the period of 12 years from the date of completion of the Deliverables (or, if sooner, 12 years after termination of the employment of the Supplier under the Contract).

- 1.2 unless the context requires otherwise:
  - 1.2.1 reference to any gender includes all genders, reference to the singular includes the plural (and vice versa) and reference to persons includes bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);
  - 1.2.2 reference to a recital or clause is a reference to a recital to or clause of this deed; and
  - 1.2.3 reference to any legislative provision will be deemed to include any subsequent re-enactment or amending provision;
- 1.3 the list of contents and clause headings are included for convenience only and do not affect its interpretation;
- 1.4 where a party comprises two or more persons:
  - 1.4.1 any obligations on the part of that party contained or implied in this deed are deemed to be joint and several obligations on the part of those persons; and
  - 1.4.2 references to that party include references to each and any of those persons; and
- 1.5 periods of time will be calculated in accordance with section 116 of the Housing Grants, Construction and Regeneration Act 1996.

## **2. STANDARD OF CARE**

The Supplier warrants and undertakes to the Beneficiary that:

- 2.1 it has carried out and will carry out its duties and obligations under the Contract subject to and in accordance with the terms of the Contract; and
- 2.2 in addition to and without derogation from clause 2.1:
  - 2.2.1 it has carried out and will continue to provide the Deliverables in a good and workmanlike manner;
  - 2.2.2 it has exercised and will continue to exercise all the reasonable skill care and diligence to be expected of a competent contractor experienced in providing

**Contract Schedule 29: Collateral Warranty Agreements (based on RM6232 COSC 31**

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similar Deliverables for a project of the same size, scope and complexity as that related to the Deliverables in the design of the Deliverables or any part thereof insofar as the same have been or will be designed by the Supplier or by the Supplier's servants, agents, consultants, Subcontractors or suppliers on its behalf; and

- 2.2.3 the Deliverables will on completion comply in all respects with the requirements of the Contract.

**3. MATERIALS**

The Supplier further warrants to the Beneficiary that it has not specified or approved for use or used and will not specify or approve for use or use in connection with the Deliverables any materials which at the time of specification or use (as the case may be):

- 3.1 are known to be deleterious when used in the manner in which they are to be used (either to health and safety or to the durability of the Deliverables); or
- 3.2 contravene any relevant standard or code of practice issued from time to time by the BSI Group or other relevant body relating to standards or good building practice; or
- 3.3 do not accord with the guidelines contained in the edition of the publication *Good Practice in Selection of Construction Materials* (British Council for Offices (BCO)), current at the date of specification or use.

**4. COPYRIGHT LICENCE**

- 4.1 The Supplier hereby grants to the Beneficiary an irrevocable, royalty-free and non-exclusive licence to copy and use the Documents and to reproduce the designs and works contained in them for all purposes relating to or connected with the Deliverables including (but without limitation) the execution, completion, mortgaging, letting, management, sale, advertisement, extension, alteration, maintenance, reinstatement and repair of the same. The licence will carry the right to grant sub-licences and be freely transferable to third parties.
- 4.2 The Supplier will not be liable or responsible for any use of the Documents for any purpose other than that for which the same was originally prepared and provided by the Supplier.
- 4.3 The Intellectual Property Rights in the Documents will remain vested in the Supplier. Insofar as ownership of any Intellectual Property Right in any Document is vested in any person other than the Supplier, including, without limitation, any sub-Supplier, supplier or consultant of any tier, the Supplier will procure for the Beneficiary the benefit of such a licence as is referred to in clause 4.1 for the purposes referred to in that clause.
- 4.4 The Supplier warrants to the Beneficiary that the use, by the Beneficiary, of any of the Documents for any purpose provided for in clause 4.1 will not infringe the Intellectual Property Rights of any third party in relation to the Documents.
- 4.5 The Supplier will, if so requested at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary or any third party the rights referred to in this clause 4.

**Contract Schedule 29: Collateral Warranty Agreements (based on RM6232 COSC 31**  
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- 4.6 The Supplier will provide to the Beneficiary a copy of any of the Documents within 7 days of receipt by the Supplier of a written request from the Beneficiary to do so. The Beneficiary agrees to pay the reasonable copying charges of the Supplier for provision of the same to the Beneficiary.

**5. PROFESSIONAL INDEMNITY INSURANCE**

- 5.1 The Supplier warrants that:
- 5.1.1 it has maintained and will maintain, during the provision of the Deliverables and the Limitation Period, professional indemnity insurance with an insurer authorised to carry out insurance business in the United Kingdom for an amount not less than [Ten Million Pounds (£10,000,000.00), any one claim,] or [Fifteen Million Pounds (£15,000,000.00 in the aggregate)], in respect of any negligence on the part of the Supplier in the performance of its design obligations under the Contract, so long as such insurance is available at commercially reasonable rates and on commercially reasonable terms; and
- 5.1.2 cover under the professional indemnity insurance is extended to include the Supplier's liabilities under this deed.
- 5.2 For the purposes of this clause 5, insurance that is subject to any increased or additional premium because of the Supplier's claims record or other acts, omissions or circumstances particular to the Supplier will be deemed to be insurance available at commercially reasonable rates.
- 5.3 As and when required by the Beneficiary, the Supplier will produce for inspection documentary evidence that such insurance is being properly maintained.
- 5.4 If the Supplier is unable to obtain professional indemnity insurance at reasonably commercial rates and on reasonably commercial terms, or if its insurance policy becomes void or unenforceable, it will promptly give notice of this to the Beneficiary.

**6. ASSIGNMENT**

- 6.1 The Beneficiary may without the consent of the Supplier assign all or any of its rights under this deed to any person provided that no more than two such assignments will be permitted. Any assignment by the Beneficiary to a subsidiary or associated company of the Beneficiary or a member of the same group of companies (as defined by Section 42 of the Landlord and Tenant Act 1954) will not count as an assignment pursuant to this clause. [*Where the Beneficiary is a partnership, add: Any assignment between the Beneficiary and any other partner of [insert the name of the partnership] (or any successor firm or company of [insert the name of the partnership]) will not count towards the number of assignments permitted by this clause.*]
- 6.2 The Supplier undertakes for the benefit of the Beneficiary and any lawful assignee not to contend in any proceedings under this deed that any such assignee is to be precluded from recovering any loss resulting from any breach of this deed (whenever happening) by reason that the Beneficiary or any intermediate assignee of the Beneficiary escaped loss resulting from such breach by reason of the disposal of its rights under or interest in the same.

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**7. LIABILITY OF THE SUPPLIER**

- 7.1 The Supplier shall have no greater liability under this collateral warranty than if the Beneficiary had been named as joint client with the Authority under the Contract and the Supplier shall be entitled in any action or proceedings by the Beneficiary to raise the equivalent rights in defence of liability as it would have had against the Beneficiary had the Beneficiary been named as joint client with the Authority under the Contract, save that the Supplier shall not be entitled to exercise any right of set-off or counterclaim that it may be entitled to exercise under the Contract.
- 7.2 Unless the contrary is stated, no provision of this deed is intended to exclude any obligation or liability which would otherwise be implied whether by statute, the law of contract, tort, equity or otherwise.
- 7.3 The responsibility of the Supplier under this deed is not to be reduced or in any way released or limited by any enquiry or inspection by or on behalf of any person notwithstanding that such enquiry or inspection may give rise to a claim by the Beneficiary against a third party.
- 7.4 The rights and benefits conferred upon the Beneficiary by this deed are in addition to any other rights and remedies that the Beneficiary may have against the Supplier including (without prejudice to the generality of the foregoing) any remedies in negligence.

**8. EXPIRY OF DEED**

Save in respect of any liability the Supplier may have under the Building Act 1984, the Beneficiary will be entitled to commence legal proceedings against the Supplier at any time up to the expiry of the Limitation Period. For the avoidance of doubt, the parties agree that any provision of the Limitation Act 1980 to the contrary will not apply to this deed.

**9. NOTICES**

- 9.1 All notices to be given under this deed shall be in writing and shall be delivered personally (which includes delivery by courier) or sent by special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause. Notices sent by email or fax shall not be valid for the purposes of this deed.
- 9.2 Subject to clause 9.3, any notice given under this deed will be deemed to have been served as follows:
- 9.2.1 if delivered personally, at the time of delivery; and
- 9.2.2 if sent by special delivery post, upon receipt (to be evidenced by a paper copy or an electronic copy of a proof of delivery issued by the Royal Mail that the relevant notice was served and of the time and date it was served).
- 9.3 If service occurs either on a Business Day after 4.00pm or on a day which is not a Business Day, then service will be deemed to have occurred on the next Business Day.

**10. RIGHTS OF THIRD PARTIES**



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A person who is not a party to this deed will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**11. JURISDICTION AND LAW**

This deed is governed by and is to be construed according to English law and the English courts will have jurisdiction in relation to all matters arising under it.

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## EXECUTION

### By Supplier

Executed as a deed by [ <b>NAME OF SUPPLIER</b> ] by a director in the presence of a witness:		)	
		)	
		)	Signature
			Name (block capitals)
			Director
Witness signature			
Witness name (block capitals)			
Witness address			

### By Beneficiary

Executed as a deed by [ <b>NAME OF BENEFICIARY</b> ] by a director in the presence of a witness:		)	
		)	
		)	Signature
			Name (block capitals)
			Director
Witness signature			
Witness name (block capitals)			
Witness address			

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**Part 2 - Subcontractor Collateral Warranty**

**THIS AGREEMENT** is made on

**BETWEEN:**

- (1) **[NAME OF SUBCONTRACTOR]** (**company number**) whose registered office is at (**insert**)  
OR **[THE SEVERAL PERSONS]** named in the schedule hereto carrying on business  
in partnership under the name of **[name of Subcontractor's firm]** at **[address]**  
("**Subcontractor**"); and
- (2) **[NAME OF BENEFICIARY]** (**company number**) whose registered office is at (**insert**)  
("**Beneficiary**" which term includes its legal successors and permitted assignees); and
- (3) **[NAME OF SUPPLIER]** (**company number**) whose registered office is at (**insert**)  
("**Supplier**").

**BACKGROUND:**

- A The Supplier intends to procure the Deliverables.
- B By the Contract the Supplier has agreed with the Authority to provide the Deliverables upon the terms and conditions of the Contract.
- C By the Sub-Contract the Subcontractor has agreed with the Supplier to provide the Sub-Contract Deliverables upon the terms and conditions of the Sub-Contract.
- D It has been agreed that the Subcontractor enters into this deed with the Beneficiary in relation to the Sub-Contract Deliverables.

**WITNESSES** as follows:

By this deed and in consideration of the sum of £10 paid by the Beneficiary (receipt of which the Subcontractor hereby acknowledges), the Subcontractor agrees to enter into the obligations set out in this deed.

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

The following words and expressions shall have the following meanings, unless the context requires otherwise:

**"Appointee"** means the Beneficiary or any appointee or nominee of the Beneficiary notified in writing by the Beneficiary to the Subcontractor;

**["Authority"** means the *Client* under the Contract;]

**"Business Day"** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday;

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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**"Contract"** means the contract for the provision of facilities management services dated [insert date] made between the Authority and the Supplier;

**"Deliverables"** means the works and services to be undertaken by the Supplier under the Contract.

**"Documents"** means all drawings, CAD materials, plans, designs, diagrams, details, specifications, technical data (including asset data and all other data held in the CAFM system, including paper based data that is held on documentation which has been delivered as part of the Sub-Contract Deliverables), bills of quantities, reports and other design information which have been or are hereafter written, prepared or provided by or on behalf of the Subcontractor for any purpose whatsoever in connection with the Deliverables;

**"Intellectual Property Rights"** means copyrights, moral rights, related rights, patents, trademarks, trade names, service marks, design rights, database rights, semiconductor topography rights and any undisclosed or confidential information such as knowhow, trade secrets or inventions (whether patentable or not);

**"Limitation Period"** means the period of 12 years from the date of completion of the Deliverables, as established pursuant to and for the purposes of the Contract (or, if sooner, 12 years after termination of the employment of the Supplier under the Contract);

**"Sub-Contract"** means the sub-contract dated (insert date) made between the Supplier and the Subcontractor; and

**"Sub-Contract Deliverables"** means the works and services to be undertaken by the Subcontractor under the Sub-Contract.

**1.2 Interpretation**

Unless the context requires otherwise:

- 1.2.1 reference to any gender includes all genders, reference to the singular includes the plural (and vice versa) and reference to persons includes bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality);
- 1.2.2 reference to a recital or clause [or a schedule] is a reference to a recital to or clause of [or the schedule] to this deed; and
- 1.2.3 reference to any legislative provision will be deemed to include any subsequent re-enactment or amending provision.

1.3 The list of contents and clause headings are included for convenience only and do not affect its interpretation.

1.4 Where a party comprises two or more persons:

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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- 1.4.1 any obligations on the part of that party contained or implied in this deed are deemed to be joint and several obligations on the part of those persons; and
  - 1.4.2 references to that party include references to each and any of those persons.
- 1.5 Periods of time will be calculated in accordance with section 116 of the Housing Grants, Construction and Regeneration Act 1996.

**2. STANDARD OF CARE**

The Subcontractor warrants and undertakes to the Beneficiary that:

- 2.1 it has carried out and will carry out its duties and obligations under the Sub-Contract subject to and in accordance with the terms of the Sub-Contract; and
- 2.2 in addition to and without derogation from clause 2.1:
  - 2.2.1 it has carried out and will continue to carry out and complete the Sub-Contract Deliverables in a good and workmanlike manner;
  - 2.2.2 it has exercised and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent contractor experienced in providing similar Deliverables for a project of the same size, scope and complexity as that relating to the Deliverables in the design of the Sub-Contract Deliverables or any part thereof insofar as the same have been or will be designed by the Subcontractor or by the Subcontractor's servants, agents, consultants, sub-subcontractors or suppliers on its behalf; and
  - 2.2.3 the Sub-Contract Deliverables will on completion comply in all respects with the requirements of the Sub-Contract.

**3. MATERIALS**

The Subcontractor further warrants to the Beneficiary that it has not specified or approved for use or used and will not specify or approve for use or use in connection with the Sub-Contract Deliverables any materials which at the time of specification or use (as the case may be):

- 3.1 are known to be deleterious when used in the manner in which they are to be used (either to health and safety or to the durability of the Sub-Contract Deliverables); or
- 3.2 contravene any relevant standard code of practice issued from time to time by the BSI Group or other relevant body relating to standards or good practice; or
- 3.3 do not accord with the guidelines contained in the edition of the publication Good Practice in Selection of Construction Materials (British Council for Offices (BCO)), current at the date of specification or use.

**4. COPYRIGHT LICENCE**

- 4.1 The Subcontractor hereby grants to the Beneficiary an irrevocable, royalty-free and non-exclusive licence to copy and use the Documents and to reproduce the designs and works contained in them for all purposes relating to or connected with the Deliverables including (but without limitation) the execution, completion, mortgaging, letting, management, sale, advertisement, extension, alteration, maintenance,

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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reinstatement and repair of the same. The licence will carry the right to grant sub-licences and be freely transferable to third parties.

- 4.2 The Subcontractor will not be liable or responsible for any use of the Documents for any purpose other than that for which the same was originally prepared and provided by the Subcontractor.
- 4.3 The Intellectual Property Rights in the Documents will remain vested in the Subcontractor. Insofar as ownership of any Intellectual Property Right in any Document is vested in any person other than the Subcontractor including, without limitation, any sub-Subcontractor, the Subcontractor will procure for the Beneficiary the benefit of such a licence as is referred to in clause 4.1 for the purposes referred to in that clause.
- 4.4 The Subcontractor warrants to the Beneficiary that the use, by the Beneficiary, of any of the Documents for any purpose provided for in clause 4.1 will not infringe the Intellectual Property Rights of any third party in relation to the Documents.
- 4.5 The Subcontractor will, if so requested at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary or any third party the rights referred to in this clause 4.
- 4.6 The Subcontractor will provide to the Beneficiary a copy of any of the Documents within 7 days of receipt by the Subcontractor of a written request from the Beneficiary to do so. The Beneficiary agrees to pay the reasonable copying charges of the Subcontractor for provision of the same to the Beneficiary.

**5. PROFESSIONAL INDEMNITY INSURANCE**

- 5.1 The Subcontractor warrants that:
  - 5.1.1 it has maintained and will maintain, during the provision of the Sub-Contract Deliverables and the Limitation Period, professional indemnity insurance with an insurer authorised to carry out insurance business in the United Kingdom for an amount not less than [Ten Million Pounds (£10,000,000.00), any one claim,] or [Fifteen Million Pounds (£15,000,000.00 in the aggregate)] in respect of any negligence on the part of the Subcontractor in the performance of its design obligations under the Sub-Contract, so long as such insurance is available at commercially reasonable rates and on commercially reasonable terms; and
  - 5.1.2 cover under the professional indemnity insurance is extended to include the Subcontractor's liabilities under this deed.
- 5.2 For the purposes of this clause 5, insurance that is subject to any increased or additional premium because of the Subcontractor's claims record or other acts, omissions or circumstances particular to the Subcontractor will be deemed to be insurance available at commercially reasonable rates.
- 5.3 As and when required by the Beneficiary, the Subcontractor will produce for inspection documentary evidence that such insurance is being properly maintained.
- 5.4 If the Subcontractor is unable to obtain professional indemnity insurance at reasonably commercial rates and on reasonably commercial terms, or if its insurance policy becomes void or unenforceable, it will promptly give notice of this to the Beneficiary.

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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**6. SUBSTITUTION**

- 6.1 The Subcontractor will not exercise nor seek to exercise any right of determination of its employment under the Sub-Contract or to treat the Sub-Contract as having been repudiated by the Supplier or to discontinue the performance of any of the Subcontractor's obligations in relation to the Sub-Contract Deliverables by reason of breach on the part of the Supplier (or otherwise) without giving to the Appointee not less than 21 days' written notice of its intention to do so and specifying in such notice the grounds for the proposed termination. The Subcontractor will for the period of any such notice diligently and properly continue to perform the Subcontractor's obligations under the Sub-Contract.
- 6.2 Any period stipulated in the Sub-Contract for the exercise by the Subcontractor of a right of determination will nevertheless be extended as may be necessary to take account of the period of notice required under clause 6.1.
- 6.3 Compliance by the Subcontractor with the provisions of clause 6.1 will not be treated as a waiver of any breach on the part of the Supplier giving rise to the right of determination nor otherwise prevent the Subcontractor from exercising its rights after the expiration of the notice unless the right of determination will have ceased under the provisions of clause 6.4.
- 6.4 The right of the Subcontractor to determine its employment under the Sub-Contract or to treat the Sub-Contract as having been repudiated or to discontinue the performance of any of its obligations in relation to the Sub-Contract Deliverables will cease if within the period of 21 days referred to in clause 6.1 the Appointee will give written notice to the Subcontractor:
- 6.4.1 requiring the Subcontractor to continue with the performance of all its obligations under the Sub-Contract;
  - 6.4.2 acknowledging that the Appointee is assuming all the obligations of the Supplier under the Sub-Contract; and
  - 6.4.3 undertaking to the Subcontractor to discharge all amounts payable to the Subcontractor under the terms of the Sub-Contract,  
and pays to the Subcontractor any sums which have become due and payable to the Subcontractor under the Sub-Contract but which remain unpaid.
- 6.5 Upon compliance by the Appointee with the requirements of clause 6.4 the Sub-Contract will continue in full force and effect as if the right of determination on the part of the Subcontractor had not arisen and in all respects as if the Sub-Contract had been made between the Appointee and the Subcontractor to the exclusion of the Supplier.
- 6.6 Notwithstanding that as between the Supplier and the Subcontractor the Subcontractor's right of determination of its engagement under the Sub-Contract may not have arisen the provisions of clause 6.5 will nevertheless apply if the Appointee gives written notice to the Subcontractor and the Supplier to that effect and the Appointee complies with the requirements on its part under clause 6.4.
- 6.7 The Subcontractor does not need to be concerned or required to enquire whether, and will be bound to assume that, as between the Supplier and the Appointee the circumstances have occurred permitting the Appointee to give notice under clause 6.6.

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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- 6.8 The Sub-Contractor and Beneficiary, by acting in accordance with the provisions of this clause 6 will not by so doing incur any liability to the Supplier.
- 6.9 Unless and until the Appointee has given notice under this clause 6:
- 6.9.1 the Appointee has no liability whatsoever to the Subcontractor in respect of amounts payable to the Subcontractor under the Sub-Contract; and
- 6.9.2 the Appointee has no authority to issue any direction or instruction to the Subcontractor in relation to the performance of the Subcontractor's duties under the Sub-Contract.
- 6.10 Without prejudice to the provisions of clauses 6.1 to 6.9 inclusive, if prior to the service of any notice under clause 6.4 the employment of the Subcontractor under the Sub-Contract is determined for any reason whatsoever the Subcontractor will, if requested in writing so to do by the Appointee no later than 12 weeks after the date of such determination, forthwith enter into a new agreement with the Appointee in relation to the carrying out of the Sub-Contract Deliverables on the same terms as the Sub-Contract, but with such revisions as the Appointee and the Subcontractor may reasonably require to reflect altered circumstances and the fact that it is the Appointee and not the Supplier employing the Subcontractor.

**7. ASSIGNMENT**

- 7.1 The Beneficiary may without the consent of the Subcontractor assign all or any of its rights under this deed to any person provided that no more than two such assignments will be permitted. Any assignment by the Beneficiary to a subsidiary or associated company of the Beneficiary or a member of the same group of companies (as defined by Section 42 of the Landlord and Tenant Act 1954) will not count as an assignment pursuant to this clause.
- 7.2 The Subcontractor undertakes for the benefit of the Beneficiary and any lawful assignee not to contend in any proceedings under this deed that any such assignee is to be precluded from recovering any loss resulting from any breach of this deed (whenever happening) by reason that the Beneficiary or any intermediate assignee of the Beneficiary escaped loss resulting from such breach by reason of the disposal of its rights under or interest in the same.

**8. LIABILITY OF THE SUBCONTRACTOR**

- 8.1 The Subcontractor shall have no greater liability under this collateral warranty than if the Beneficiary had been named as joint client with the Supplier under the Sub-Contract and the Service Provider shall be entitled in any action or proceedings by the Beneficiary to raise the equivalent rights in defence of liability as it would have had against the Beneficiary had the Beneficiary been named as joint client with the Supplier under the Sub-Contract, save that the Subcontractor shall not be entitled to exercise any right of set-off or counterclaim that it may be entitled to exercise under the Sub-Contract
- 8.2 Unless the contrary is stated, no provision of this deed is intended to exclude any obligation or liability which would otherwise be implied whether by statute, the law of contract, tort, equity or otherwise.



**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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- 8.3 The responsibility of the Subcontractor under this deed is not to be reduced or in any way released or limited by any enquiry or inspection by or on behalf of any person notwithstanding that such enquiry or inspection may give rise to a claim by the Beneficiary against a third party.
- 8.4 The rights and benefits conferred upon the Beneficiary by this deed are in addition to any other rights and remedies that the Beneficiary may have against the Subcontractor including (without prejudice to the generality of the foregoing) any remedies in negligence.

**9. EXPIRY OF DEED**

The Beneficiary will be entitled to commence legal proceedings against the Subcontractor at any time up to the expiry of the Limitation Period. For the avoidance of doubt, the parties agree that any provision of the Limitation Act 1980 to the contrary will not apply to this deed

**10. CONSENT OF SUPPLIER**

The Supplier consents to the terms of this deed.

**11. NOTICES**

- 11.1 All notices to be given under this deed shall be in writing and shall be delivered personally (which includes delivery by courier) or sent by special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause. Notices sent by email or fax shall not be valid for the purposes of this deed.
- 11.2 Subject to clause 11.3, any notice given under this deed will be deemed to have been served as follows:
- 11.2.1 if delivered personally, at the time of delivery; and
- 11.2.2 if sent by special delivery post, upon receipt (to be evidenced by a paper copy or an electronic copy of a proof of delivery issued by the Royal Mail that the relevant notice was served and of the time and date it was served).
- 11.3 If service occurs either on a Business Day after 4.00pm or on a day which is not a Business Day, then service will be deemed to have occurred on the next Business Day.

**12. RIGHTS OF THIRD PARTIES**

A person who is not a party to this deed will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**13. JURISDICTION AND LAW**

This deed is governed by and is to be construed according to English law and the English courts will have jurisdiction in relation to all matters arising under it.

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**Part 1: List of Partners of the Subcontractor**

*[Insert names of equity partners of the Subcontractor]*

**[Note: the schedule is only applicable if the Subcontractor is a partnership - otherwise, delete the heading "Schedule" above (and the text below it) and the reference to "schedule" in clause 1.2.2 of the interpretation clause.]]**

**Call-Off Schedule 31 (Collateral Warranty Agreements)**

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**EXECUTION****By Subcontractor**

Executed as a deed by [ <b>NAME OF</b>		)	Signature
<b>SUBCONTRACTOR</b> ] by a director in the		)	
presence of a witness:		)	
			Name (block capitals)
			<b>Director</b>
Witness signature			
Witness name			
(block capitals)			
Witness address			

**By Beneficiary**

Executed as a deed by [ <b>NAME OF</b>		)	Signature
<b>BENEFICIARY</b> ] by a director in the		)	
presence of a witness:		)	
			Name (block capitals)
			<b>Director</b>
Witness signature			
Witness name			
(block capitals)			
Witness address			

Call-Off Schedule 31 (Collateral Warranty Agreements)  
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By Supplier

Executed as a deed by [ <b>NAME OF</b>		)	
<b>SUPPLIER</b> ] by a director in the presence		)	
of a witness:		)	Signature
			Name (block capitals)
			Director
Witness signature			
Witness name			
(block capitals)			
Witness address			

**Contract Schedule 30: Client Policies****Contract Schedule 30: Client Policies**

- 1.1 The Supplier will be required to comply with the below listed Documents, which the Parties agree are stored on the Client's JAGGAER system, during the Contract Period:

No	Category (Schedule 30 Folder)	File Name
1	General Procedures	General Procedures-1-Comms Room Access (BT Rooms)
2	General Procedures	General Procedures-2-Accident/incident reporting procedures
3	General Procedures	General Procedures-3-Estates Health and Safety Code of Practice
4	General Procedures	General Procedures-4-Asset Register and PPM Schedule Control v2.0
5	DWP Policies	DWP Policies-1-DRAFT BMS Strategy
6	DWP Policies	DWP Policies-2-Government Asset Data Standard - FMS002
7	DWP Policies	DWP Policies-3-CRAM - Risk Assessment
8	DWP Policies	DWP Policies-4-Site Security Measures
9	DWP Policies	DWP Policies-5-Response Level Security Measures Policy
10	A: Contract Management.	A: Contract Management-1-Example Quarterly H&S Survey
11	A: Contract Management.	A: Contract Management-2-Fire and Bomb Evac Plan
12	A: Contract Management.	A: Contract Management-4-Example House Committee Meeting Agenda
13	A: Contract Management.	A: Contract Management-5-Example BC & DR Plans
14	A: Contract Management.	A: Contract Management-6-Example Fire and Bomb Drill procedures
15	A: Contract Management.	A: Contract Management-7-Example quality audit output
16	A: Contract Management.	A: Contract Management-8-Example Site Emergency Evac Plan/ Access and Egress Statement
17	A: Contract Management.	A: Contract Management-9-Crisis Management Solution
18	A: Contract Management.	A: Contract Management-10-Example Occupancy Assessment
19	A: Contract Management.	A: Contract Management-11-Business Critical Process (Latest Draft Jul 23)
20	D: Sustainability	D: Sustainability-1-Greening Government Commitments 2021-2025
21	D: Sustainability	D: Sustainability-2-DWP Sustainability Management Plan

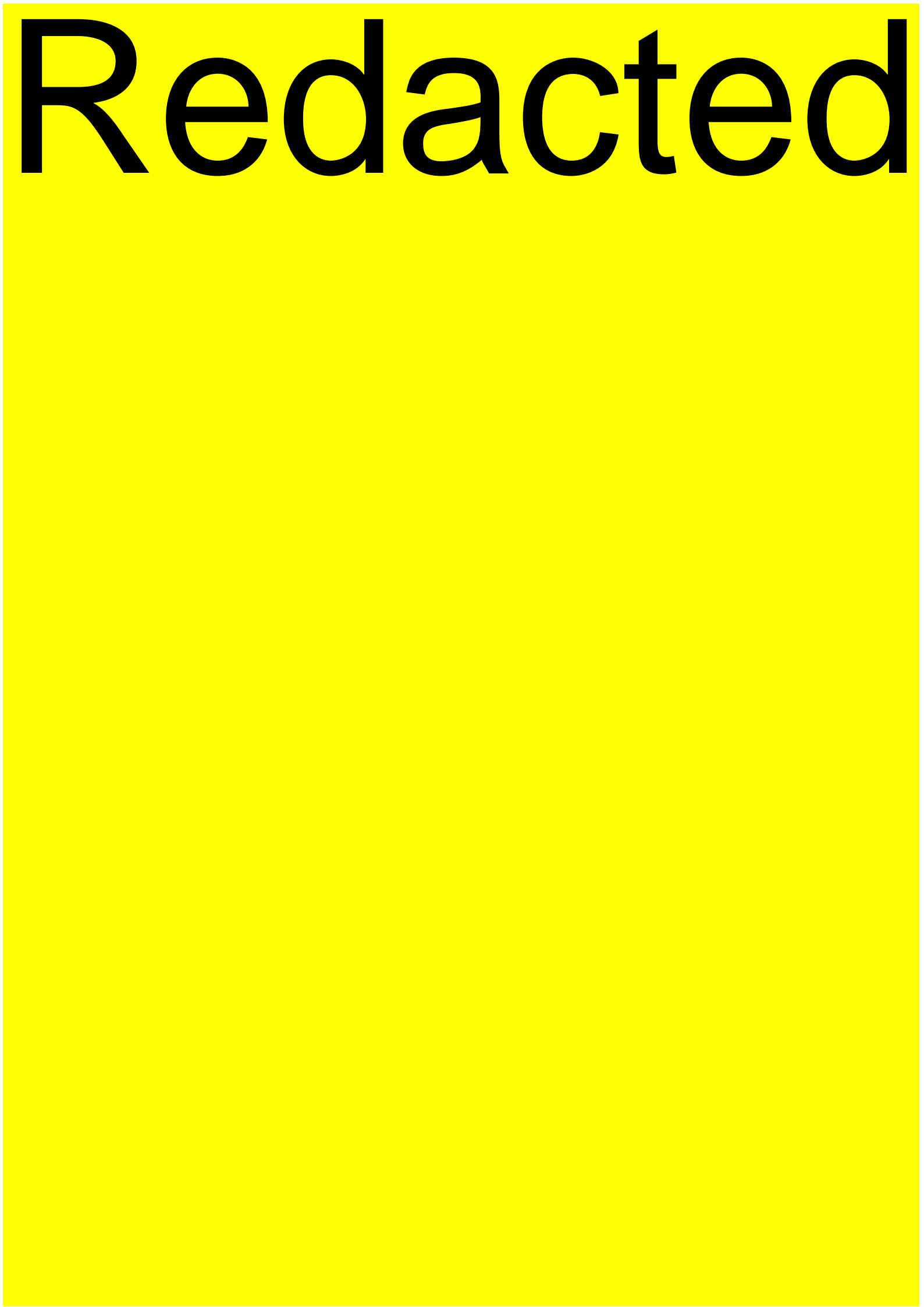
**Contract Schedule 30: Client Policies**

22	D: Sustainability	D: Sustainability-3-DWP Carbon and Water Management Plan
23	D: Sustainability	D: Sustainability-5-Numbers and location of meters for reading
24	D: Sustainability	D: Sustainability-6-Example of current sustainability reporting
25	D: Sustainability	D: Sustainability-7-DWP Climate Change Risk Assessment and Adaptation Action Plan
26	D: Sustainability	D: Sustainability-8-Environmental Compliance aspect & legal register
27	E: Maintenance Services & L: Technical Security Services	L Technical Security Services-1-SAFE 03 Performance Specification for Electronic Security Systems v1.3
28	E: Maintenance Services & L: Technical Security Services	L Technical Security Services-2-SAFE 03 Electronic Security Systems Operating Workflows v1.3
29	Projects	Projects-1-Draft Design Standards v 8.4
30	Projects	Projects-2-GPA Government Workplace Design Guide
31	Projects	Projects-3-Inclusivity Design Guide
32	Projects	Projects-4-Projects-4-DWP Job Centre Design Standards
33	Projects	Projects-5-Projects-5-Combined Assessment Centres Requirements - Design Standards v0.9.2
34	Digital and Supplier Assurance	Digital and Supplier Assurance -1-Non Functional Requirements
35	Digital and Supplier Assurance	Digital and Supplier Assurance -2-Information Security Questionnaire

**Contract Schedule 31: The Service Provider's tender**

**This document has been redacted**





Redacted