

## Schedule 4: Framework Specification

### Framework Agreement for Asbestos, Legionella and Mould Management

#### **LOT 1: Asbestos Management**

- Sub-Lot 1.1 Asbestos Surveying, Sampling and Air Monitoring
- Sub-Lot 1.2 Asbestos Removal and Remedial Services
- Sub-Lot 1.3 Asbestos Consultancy and Training
- Sub-Lot 1.4 Asbestos Fully Managed Service

#### **LOT 2: Legionella Management**

- Sub-Lot 2.1 Legionella Consultancy Services
- Sub-Lot 2.2 Legionella Water Quality and System Maintenance Services
- Sub-Lot 2.3 Legionella Fully Managed Service

#### **LOT 3: Mould Management**

- Sub-Lot 3.1 Mould and Damp Survey and Remediation Services
- Sub-Lot 3.2 Mould and Damp Sampling and Identification Services
- Sub-Lot 3.3 Mould and Damp Fully Managed Service

#### **LOT 4: Asbestos, Legionella and Mould Fully Managed Service**

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## 1.0 GENERAL FRAMEWORK REQUIREMENTS

### 1.1 FRAMEWORK SCOPE

The scope of this Framework Agreement is for the provision of asbestos, legionella and mould (ALM) management services. The Framework will cover, but is not limited to:

- Asbestos consultancy, surveying, sampling, air monitoring, removal and remedial work, and training.
- Legionella consultancy (including gap analysis, risk assessments, monitoring and routine inspection, analytical microbiological testing, training), and water system maintenance.
- Mould and damp inspection, testing/sampling, identification, and remedial services.

The products and services shall fall into 4 separate Framework “LOTS”, further broken down into Sub-Lots, to reflect the structure of the industries. Supply Partners are invited to apply for one or more LOT(s) if applicable:

<b>LOT 1: Asbestos Management</b> Sub-Lot 1.1: Asbestos Surveying, Sampling and Air Monitoring Sub-Lot 1.2: Asbestos Removal and Remedial Services Sub-Lot 1.3: Asbestos Consultancy and Training Services Sub-Lot 1.4: Asbestos Fully Managed Service
<b>LOT 2: Legionella Management</b> Sub-Lot 2.1: Legionella Consultancy Services Sub-Lot 2.2: Legionella Water Quality and System Maintenance Services Sub-Lot 2.3: Legionella Fully Managed Service
<b>LOT 3: Mould Management</b> Sub-Lot 3.1: Mould and Damp Survey and Remediation Services Sub-Lot 3.2: Mould and Damp Sampling and Identification Services Sub-Lot 3.3: Mould and Damp Fully Managed Service
<b>LOT 4: Asbestos, Legionella and Mould Fully Managed Service</b>

Supply Agreements can be called off (Call-Off) from the Framework Agreement through a mixture of Direct Awards, Ranked Awards, and Further Competitions, and across several LOTs and/or Sub-Lots.

Works will be commissioned by Member Organisations and undertaken by the Supply Partner(s).

### 1.2 FRAMEWORK EXCLUSIONS

This Framework does not include services that fall outside the scope of asbestos, legionella, or mould management.

### **1.3 FRAMEWORK PERIOD**

The Framework Agreement is for a period of 48 months from its commencement date.

### **1.4 FRAMEWORK STAKEHOLDERS**

The Contracting Authority for this Framework Agreement is the Northern Housing Consortium (herein after referred to as the Consortium), a non-profit making, non-political membership organisation representing social housing providers and local housing authorities across England, Wales, Scotland and Northern Ireland.

The Consortiums Member Organisations are the main stakeholders for this Framework Agreement and consist of the following types of organisations: Local Authorities (LAs) both with and without housing stock, Large Scale Voluntary Transfer organisations (LSVTs), Registered Providers (RPs)/Social Landlords (RSLs), Housing Associations (HAs), Arms-Length Management Organisations (ALMOs), Tenant Management Organisations (TMOs), NHS/CCG's, housing co-operatives, charitable organisations, educational establishments, private property management companies and other purchasing consortia.

Member Organisations carry out a range of functions including but not limited to the provision and management of affordable rented housing, regeneration, developing land and building homes, neighbourhood and community management, commissioning and delivering support & care services, environmental improvements, housing strategy services etc.

The organisations to be covered by this Framework Agreement are drawn from all local authority areas within England, Wales, Scotland and Northern Ireland.

### **1.5 FRAMEWORK OBJECTIVES**

The objectives of the Framework are as follows:

- To assist Member Organisations in meeting their statutory and moral duties and obligations regarding asbestos, legionella, and mould and damp.
- To put Member Organisations and their customers first by ensuring the highest standards are met in order to minimise exposure to ACMs, legionella bacteria and mould spores.
- To deliver value for money service and continuous improvement on the Member Organisation's approach to the management of asbestos, and control of legionella and mould.
- To deliver high quality services that focus on quality and outputs for the Member Organisation, their customers and employees.

- To encourage and stimulate local and community enterprise, not-for-profit organisations and small to medium business engagement with the social housing sector through the use of Framework Agreements.
- To encourage and support greater partnership working and true collaboration between both Member Organisations and Supply Partner(s) to deliver services.
- To encourage effective supply chain management with Supply Partner(s) in order to deliver value for money to Member Organisations.
- To support regeneration and renewal projects where possible.
- To support Supply Partner(s) to work closely with Member Organisations, their customers and employees in order to deliver services on a local or neighbourhood level.
- To ensure the highest health and safety, public health and environmental standards and considerations are met through the service delivery.
- To support benchmarking and performance monitoring in a meaningful way.

The Consortium will always work with both Member Organisations and Supply Partner(s) to ensure that the Framework objectives are being met throughout the Framework period.

## 1.6 FRAMEWORK COVERAGE

For the avoidance of doubt, English law will apply to this Framework.

The organisations to be covered by this Framework Agreement are drawn from the following local authority areas across England, Wales, Scotland and Northern Ireland:

**North East:** Northumberland, Newcastle upon Tyne, North Tyneside, Gateshead, South Tyneside, Sunderland, Durham, Darlington, Hartlepool, Stockton-on-Tees, Middlesbrough, Redcar and Cleveland

**North West:** Carlisle, Allerdale, Eden, Copeland, Barrow-in-Furness, South Lakeland, Lancaster, Ribble Valley, Wyre, Blackpool, Fylde, Preston, South Ribble, Chorley, Blackburn with Darwen, Hyndburn, Rossendale, Burnley, Pendle, West Lancashire, Bolton, Bury, Rochdale, Oldham, Wigan, Manchester, Halton, Trafford, Salford, Warrington, Tameside, Stockport, Liverpool, Knowsley, St Helens, Sefton, Wirral, Cheshire West and Chester, Cheshire East

**Yorkshire and Humber:** Richmondshire, Hambleton, Scarborough, Ryedale, Harrogate, Craven, York, Selby, East Riding of Yorkshire, Kingston upon Hull, Bradford, Leeds, Calderdale, Kirklees, Wakefield, Barnsley, Sheffield, Rotherham, Doncaster, North Lincolnshire, North East Lincolnshire

**East Midlands:** Amber Valley, Bolsover, Chesterfield, Derby, Derbyshire Dales, Erewash, High Peak, North East Derbyshire, South Derbyshire, Blaby, Charnwood, Harborough, Hinckley and Bosworth, Leicester, Melton, North West Leicestershire, Oadby and Wigston, Boston, East Lindsey, Lincoln, North Kesteven, South Holland,

South Kesteven, West Lindsey, Corby, Daventry, East Northamptonshire, Kettering, Northampton, South Northamptonshire, Wellingborough, Ashfield, Bassetlaw, Broxtowe, Gedling, Mansfield, Newark and Sherwood, Nottingham, Rushcliffe, Rutland

**West Midlands:** Herefordshire, Shropshire, Telford and Wrekin, Cannock Chase, East Staffordshire, Lichfield, Newcastle under Lyme, South Staffordshire, Stafford, Staffordshire Moorlands, Stoke on Trent, Tamworth, North Warwickshire, Nuneaton and Bedworth, Rugby, Stratford on Avon, Warwick, Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall, Wolverhampton, Bromsgrove, Malvern Hills, Redditch, Worcester, Wychavon, Wyre Forest

**East of England:** Bedford, Central Bedfordshire, Luton, Cambridge, East Cambridgeshire, Fenland, Huntingdonshire, Peterborough, South Cambridgeshire, Basildon, Braintree, Brentwood, Castle Point, Chelmsford, Colchester, Epping Forest, Harlow, Maldon, Rochford, Southend, Tendring, Thurrock, Uttlesford, Broxbourne, Dacorum, East Hertfordshire, Hertsmere, North Hertfordshire, St Albans, Stevenage, Three Rivers, Watford, Welwyn Hatfield, Breckland, Broadland, Great Yarmouth, Kings Lynn and West Norfolk, North Norfolk, Norwich, South Norfolk, Babergh, Forest Heath, Ipswich, Mid Suffolk, St Edmundsbury, Suffolk Coastal, Waveney

**Greater London:** Barking and Dagenham, Barnet, Bexley, Brent, Bromley, Camden, City of London, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington and Chelsea, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond upon Thames, Kingston upon Thames, Southwark, Sutton, Tower Hamlets, Waltham Forest, Wandsworth, Westminster

**South East England:** Bracknell Forest, Reading, Slough, West Berkshire, Windsor and Maidenhead, Wokingham, Aylesbury Vale, Chiltern, Milton Keynes, South Bucks, Wycombe, Brighton and Hove, Eastbourne, Hastings, Lewes, Rother, Wealden, Basingstoke and Deane, East Hampshire, Eastleigh, Fareham, Gosport, Hart, Havant, New Forest, Portsmouth, Rushmoor, Southampton, Test Valley, Winchester, Isle of Wight, Ashford, Canterbury, Dartford, Dover, Gravesend, Maidstone, Medway, Sevenoaks, Shepway, Swale, Thanet, Tonbridge and Malling, Tunbridge Wells, Cherwell, Oxford, South Oxfordshire, Vale of White Horse, West Oxfordshire, Elmbridge, Epsom and Ewell, Guildford, Mole Valley, Reigate and Banstead, Runnymede, Spelthorne, Surrey Heath, Tandridge, Waverley, Woking, Adur, Arun, Chichester, Crawley, Horsham, Mid Sussex, Worthing

**South West England:** Bristol, Cornwall, East Devon, Exeter, Mid Devon, North Devon, Plymouth, South Hams, Teignbridge, Torbay, Torridge, West Devon, Bournemouth, Christchurch, East Dorset, North Dorset, Poole, Purbeck, West Dorset, Weymouth and Portland, Cheltenham, Cotswold, Forest of Dean, Gloucester, South Gloucestershire, Stroud, Tewkesbury, Isles of Scilly, Bath and North East Somerset, Mendip, North Somerset, Sedgemoor, South Somerset, Taunton Deane, West Somerset, Wiltshire, Swindon

**Wales:** Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Pembrokeshire, Powys, Rhondda Cynon Taf, Swansea, Torfaen, Vale of Glamorgan, Wrexham

**Scotland:** Aberdeenshire, Argyll & Bute, City of Aberdeen, City of Glasgow, Clackmannanshire, Dumfries & Galloway, Dundee, East Ayrshire, East Dunbartonshire, East Lothian, East Renfrewshire, Edinburgh, Falkirk, Fife, Flintshire, Highlands, Inverclyde, Mid Lothian, Moray, North Ayrshire, North Lanarkshire, Orkney, Perth & Kinross, Perthshire, Renfrewshire, Scottish Borders, Shetland, South Ayrshire, South Lanarkshire, Stirlingshire, West Dunbartonshire, West Lothian.

**Northern Ireland:** Armagh, Cookstown, Dungannon, Fermanagh, Magherafelt, Newry and Mourne, Omagh, Ballymoney, Coleraine, Derry, Limavady, Moyle, Strabane, Antrim, Ards, Ballymena, Banbridge, Craigavon, Down, Larne, Carrickfergus, Castlereagh, Lisburn, Newtownabbey, North Down, Belfast.

Supply Partners are to advise the Consortium with their 'geographic preferences' which details the areas they wish to operate in across the UK. This information will be used by the Consortium to determine the Supply Partners who are likely to take part in each Call-Off and to support organic business growth. It will be the Supply Partners responsibility to update the Consortium of any changes in their geographic preferences throughout the term of the Framework.

## 1.7 AWARDING CALL OFF CONTRACTS

Each Member Organisation will have their own organisational requirement designed around their individual needs. All Member Organisations will have a different size and scope of works; therefore, the Framework offers flexibility to our Member Organisations. The Call-Off arrangements under this Framework will be via Direct Award, Ranked Award, or Further Competition across all LOTs/Sub-Lots.

### 1.7.1 AWARDING CALL-OFF CONTRACTS – DIRECT AWARD (ALL LOTS/SUB-LOTS)

Member Organisations may choose to award a Call-Off contract to a Supply Partner(s) by means of Direct Award, without a Further Competition:

- Where the value of the project does not exceed £25,000.00, or;
- For a subsequent phase in a project where the Supply Partner has already performed the required products or services for the first phase or phases and the Member Organisation requires continuity of in respect of such a subsequent phase; e.g. continued maintenance of specialist product, or;
- Where a change of Supply Partner cannot be made for economic or technical reasons (such as requirements of interchangeability and interoperability with existing equipment, services or installations), AND a

change would cause significant inconvenience or substantial duplication of costs.

### **1.7.2 AWARDING CALL OFF CONTRACTS – RANKED AWARD (ALL LOTS/SUB-LOTS)**

All LOTS/Sub-Lots contain a ranked Supply Partner list. This directly indicates how each Supply Partner initially performed during the Framework tender. The first ranked Supply Partner in each LOT/Sub-Lot is the Supply Partner who has scored the highest combination of Quality and Price overall. As we move down the rankings (2nd, 3rd, etc.), this indicates Supply Partners who may have scored slightly less on quality and/or price and so on.

Member Organisations may choose to award a Call-Off Contract to the top ranked Supply Partner appointed to the applicable LOT/Sub-Lot by means of a Ranked Award. Variable rankings are also available under these LOTS/Sub-Lots.

### **1.7.3 AWARDING CALL OFF CONTRACTS – FURTHER COMPETITION (ALL LOTS/SUB-LOTS)**

Member Organisations may choose to award a Call-Off Contract following a ‘Further Competition’ between Supply Partner(s) appointed to the particular LOT(s)/Sub-Lot(s).

Member Organisations may choose to award Call-Off contracts under one or a combination of LOT(s)/Sub-Lot(s) to meet their requirements. Supply Partner(s) who are eligible to bid will be sent the opportunity.

The Further Competition process will follow the same format as the original tender, involving both a quality and price evaluation. Member Organisations can refine the Framework specification to meet their unique requirements from a contract, but may not change basic terms of the Framework, through a Further Competition. Member Organisations may also wish to alter the Quality/Price weightings for their individual Call-Off and include site visits/interviews within their Call-Off. This process ensures that Member Organisations are achieving value for money based on their individual requirements for a contract.

This process will be facilitated by the Consortium following the principles of the EU Directives to ensure transparency and fairness, and to determine the Most Economically Advantageous Tender (MEAT) for the individual Member Organisations requirements.

Further Competitions will be open to all those Supply Partner(s) appointed to the Framework who are able to meet the Member Organisations requirements.

Framework Supply Partners will be required to complete quality and pricing documents based on the Member Organisations bespoke requirements under the Framework, however, Supply Partners are not obliged to bid for all opportunities should they decide it does not fit with their business objectives etc. It is expected that Further Competitions will take place throughout the term of the Framework and will vary in scale, scope of services (specification), locality and term.

## 1.8 CONTRACTUAL REQUIREMENTS

The Framework Agreement will be governed by the Terms and Conditions of contract prepared by the Consortium. Changes to the Terms and Conditions will not be permitted.

Member Organisations accessing this Framework will be required to enter into a Supply Agreement with the successful bidder, the terms of which may not be altered or removed.

This specification is for general guidance, for the avoidance of any doubt the final agreement and detail for any supplied specification/undertaking/materials will be that provided and agreed between any Supply Partner(s), any Organisation and any Member Organisation, the Member Organisation may reference the Framework specification within their own requirements.

## 1.9 PRICE FLUCTUATIONS

At Call-Off Supply Partners will be expected to complete a price response document based on the individual Member Organisation's requirements.

Price fluctuations, either increases or decreases, will be considered prior to the anniversary date for each contract let through this Framework Agreement:

- Supply Partner(s) should not assume that an application for a price increase will automatically be accepted.
- Applications must be made in writing, to the Consortium, at least two months before the anniversary date. Price fluctuations will not be considered after the contract anniversary. Any fluctuation will apply for 12 months, until either the end of the contract or the next anniversary date.
- An application for a price increase can only be done so in accordance with Consumer Price Index (CPI) as published by the Office of National Statistics ([www.statistics.gov.uk](http://www.statistics.gov.uk)).
- Consortium will review price fluctuations in line with the above and will in principle accept or reject. All price fluctuation requests will then be passed to the Member Organisation for their review and subsequent acceptance/rejection. The final decision is at the Member Organisations discretion.

Supply Partners should however note that some Member Organisations may request

fixed pricing for the term of their supply agreements, if applicable this will be detailed by the Member Organisation at Call-Off.

It is an objective of the Framework to deliver value for money to Member Organisations and their customers. Supply Partner(s) will work in partnership with Member Organisations to understand where greater cost efficiencies can be achieved. It is anticipated that where a contract is awarded for a period of time longer than 1 year some costs of operating the contract will decrease as a consequence of the Supply Partner(s) knowledge of the contract and/or work that the Supply Partner(s) and Member Organisations agree to which improves efficiency.

When considering price fluctuations ahead of the anniversary date both information from CPI and knowledge of where efficiencies are being achieved need to be considered. Supply Partner(s) must demonstrate that all aspects have been considered when making an application for a price fluctuation.

## **1.10 PRICING (TRANSPORT, LABOUR AND ANCILLARY CHARGES)**

For the avoidance of doubt, fully inclusive costs mentioned throughout this specification are deemed to include all charges connected with the goods and/or services required:

- All labour charges; including any call-out fees, time on site etc.
- All travel costs.
- All carriage and freightage costs.
- All equipment costs, i.e. tools, personal protection equipment, vehicles, scaffolding etc.
- All waste management costs.
- All welfare provision costs.
- All overheads, i.e. insurances, licences, DBS, accreditations etc.
- All necessary works certification/guarantee/warranty costs.
- All administration costs, i.e. staff resources, contract management costs etc.
- All costs, charges and expenses in respect of Supply Partner(s) liability to comply with the National Working Rules, regarding time lost through inclement weather and termination of employment.
- All other costs associated with the proper, safe and efficient execution and completion of the work.

## **1.11 INSURANCES**

Supply Partner(s) will provide the Consortium with details of all relevant insurance policies and copies of any cover-notes relating to the insurances on an annual basis following the renewal of such insurances.

Supply Partner(s) will also provide the Member Organisation with details of all relevant insurance policies and copies of any cover-notes relating to the insurances

at the Member Organisations request.

Supply Partner(s) must always hold the following insurances (and must not have any exclusions stipulated for asbestos, legionella, or mould – where applicable):

- Employer's (Compulsory) Liability Insurance = £10,000,000 (ten million pounds), in respect of any one claim in any 12-month period.
- Public Liability Insurance = £10,000,000 (ten million pounds), in respect of any one claim in any 12-month period.
- Professional Indemnity Insurance = £5,000,000 (five million pounds), in the aggregate of any 12-month period.
- Product Liability Insurance (applicable to LOTs 2 and 3 only, including any Sub-Lots) = £5,000,000 (five million pounds), in the aggregate of any 12-month period.

\* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

Member Organisations may also require Supply Partner(s) to obtain other relevant insurances, for example, all contractors risk insurance as part of their Call-Off. The cover level will be set depending on the size of their contract. If required, the Member Organisation will advise at the point of Call-Off.

## 1.12 LEGISLATIVE REQUIREMENTS

Supply Partner(s) shall always ensure compliance with all statutory requirements, both in respect of its on-site obligations and the fulfilment by the Member Organisation of its obligations under the respective legislations and those obligations explicitly passed down to the Supply Partner(s) to fulfil. Any perceived lack of non-compliance with any legislation is to be brought to the Member Organisation's attention for it to decide on the recommended course of action in order to mitigate the risk exposure.

All products, works and services provided by the Supply Partner(s) via any of the LOTs must meet all statutory legal requirements, and be carried out in accordance with, but not limited to, the following legislation and regulations, including any subsequent amendments or forthcoming regulations applicable, throughout the Framework period and any subsequent Call-Off contract:

- The Health and Safety at Work Act 1974
- The Health and Safety at Work (Northern Ireland) Order 1978
- Management of Health and Safety at Work Regulations 1999
- Management of Health and Safety at Work (Amended) Regulations 2006
- The Management of Health and Safety at Work Regulations (Northern Ireland) 2000
- Defective Premises Act 1972

- Equality Act 2010
- Construction Design and Management Regulations (CDM) 2015
- Work at Height Regulations 2005
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG)
- BS EN ISO/IEC 17025:2005 General requirements for the competence of testing and calibration laboratories
- Safe work in confined spaces. Confined spaces regulations 1997. ACoP
- Hazardous Waste (England and Wales) Regulations 2005
- Special Waste Amendment (Scotland) Regulations 2004
- REACH Enforcement Regulations 2008
- Homes (Fitness for Human Habitation) Act 2018

Supply Partners should note that this list is not exhaustive and is a general requirement of compliance from all Supply Partners. Each LOT (where applicable), has a breakdown of the service specific legislation to be complied with.

### **1.13 BRITISH STANDARDS**

Any EN standards referenced throughout this specification may be replaced with BS standards following the UK's departure from the European Union.

All works should be carried out in accordance with all relevant British Standard, Codes of Practice or equivalent ISO, EN Standard, and Technical Memoranda current at the time. The Supply Partner(s) should be aware of any revisions or updates to "British Standard" and ensure that all staff members are informed and trained accordingly.

Each LOT/Sub-Lot (where applicable), has a breakdown of the relevant standards to be adhered to.

The Supply Partner(s) shall report to the Consortium and Member Organisations changes to Standards, Codes of Practice or Legislation that may affect any products and or associated equipment supplied via this Framework. The report shall contain a breakdown of costs for remedial work required to upgrade the installations for the Member Organisations consideration.

### **1.14 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS (CDM 2015)**

Where applicable, the Member Organisation will take on the responsibility of Principal Designer (unless otherwise stated in Call-Off documents), until the signing of the Supply Agreement, at which point the Principal Designer role will be taken over by the Supply Partner.

The Principal Contractor role will be the Supply Partner (unless otherwise stated in Call-Off documents).

## 1.15 HSE GUIDANCE AND ACOPs

All works must be carried out in accordance with Health and Safety Executive (HSE) guidance and Approved Codes of Practice (ACOPs) relevant to the services provided for under this Framework.

Each LOT (where applicable), has a breakdown of the relevant guidance and ACOPs to be adhered to.

## 1.16 NON-COMPLIANCE

Should any work being conducted or carried out by the Supply Partner(s) on behalf of the Member Organisation result in an HSE ruling of non-compliance and the issue of any improvement notices, prohibition notices or prosecution, the Member Organisation will order the immediate cessation of works on site (a prohibition notice enforces the immediate cessation of works in itself).

Upon cessation of works by the Supply Partner(s), the Member Organisation will immediately take the work from the Supply Partner(s) and arrange for completion of the work by another supplier. The Supply Partner(s) will be liable for any costs or expenses endured by the Member Organisation associated with the cessation of works and selection of a new supplier(s).

Throughout the lifetime of the Framework and any subsequent Call-Off, the Supply Partner(s) must disclose to the Consortium or Member Organisation, any rulings of non-compliance by the HSE, on any contract the Supply Partner(s) may have including details of any improvement notices, prohibition notices or prosecutions issued to the Supply Partner(s).

## 1.17 TRADE BODIES

Supply Partner(s) are encouraged to hold trade body memberships with organisations, where applicable to the work they will be undertaking. Examples of relevant trade bodies include:

- Safety Schemes in Procurement (SSIP)
- Property Care Association
- Contractors Health and Safety Assessment Scheme (CHAS)
- Constructionline

This list is not exhaustive, and Supply Partner(s) will be required at any time throughout the Framework period to provide the Consortium or Member Organisation (upon request), with details of any trade body memberships the Supply Partner(s) may hold.

Each LOT (where applicable), has a breakdown of the relevant trade bodies for the services being undertaken.

Member Organisations may stipulate at Call-Off their requirement for Supply Partners to hold a specific membership.

### **1.18 CERTIFICATION**

At any time throughout the Framework period, the Supply Partner(s) must hold any legally required accreditation, including new requirements, in order to carry out the works and services covered by this Framework Agreement.

Supply Partner(s) may be required at any time throughout the Framework period to provide the Consortium or Member Organisations with details of any accreditations the Supply Partner(s) may hold or are working towards.

Each LOT (where applicable), has a breakdown of the relevant certification required.

Member Organisations may stipulate at Call-Off their requirement for Supply Partners to hold a specific certification.

### **1.19 QUALIFICATION, TRAINING AND EXPERIENCE**

Supply Partner(s) (or their sub-contractors) operatives, personnel and employees must be fully qualified, experience and trained to undertake the work they are assigned to.

Each LOT (where applicable), has a breakdown of the relevant qualifications, training, and/or experience that is required under this Framework Agreement.

All operatives, personnel and employees of the Supply Partner(s) and/or sub-contractor must have all training relevant to the work and/or services they are carrying out refreshed on a regular basis as and when required and updated on any regulatory changes as soon as possible.

Supply Partner(s) must provide the Member Organisation with whom they are contracted with and/or the Consortium, if required, with an up to date list of employees who are qualified along with copies of their qualifications if requested.

### **1.20 STAFF RESOURCES**

Supply Partner(s) must as a minimum provide adequate staff resources to ensure that contract/project management, technical advice and administrative support is available to meet the requirements of the Framework Agreement and the individual Supply Agreements. Member Organisations may wish to breakdown the contract management price elements of their agreements, however, if this is not specified in their Call-Off, then the Supply Partner should account for this cost in their Framework Agreement prices.

## 1.21 SUB-CONTRACTING AND CONSORTIA ARRANGEMENTS

SME participation is encouraged within this Framework, and as such sub-contracting is permitted.

Supply Partner(s) are to provide full details of sub-contracting companies, partnerships, and/or consortia arrangements they propose to use in delivering contracts through this Framework Agreement, including but not limited to stating which service(s) are sub-contracted.

Any additions or amendments to this list of companies must be agreed with the Consortium prior to any Call-Off from this Framework to ensure that the Framework Specification and original tender criteria are met. The following information will be required prior to Call-Off by a Member Organisation:

- Type of work proposed for the sub-contractor, partnership, and/or consortia arrangement to undertake.
- Relevant accreditations held by the sub-contractor, partnership, and/or consortia arrangement for the type of work to be carried out.
- List of operatives and their relevant qualifications, training and experience, DBS information etc. for the type of work to be carried out.

Supply Partner(s) take on all responsibility for the sub-contractor and the work they carry out and should ensure they have vetted any sub-contractors prior to Call-Off or contract commencement with a Member Organisation. Vetting should include, but not be limited to the following checks:

- Any necessary licences and certification.
- All required membership of trade bodies, accreditation, training and qualifications.
- All necessary Disclosure and Barring Service checks of sub-contractor employees and operatives.

Fair payment terms should be agreed with sub-contractors and the larger supply chain if applicable. Evidence of this must be provided to the Consortium and/or Member Organisation on request.

Supply Partner(s) will be held responsible for the actions and works of any sub-contractors they make use of on any contract during the period of the Framework and any subsequent Call-Offs.

## 1.22 LOCAL EMPLOYMENT INITIATIVES AND APPRENTICESHIPS

Local employment initiatives, training and apprenticeship schemes are encouraged by the Consortium and Member Organisations; Supply Partner(s) should provide details on how they contribute to these schemes.

Member Organisations may require specific proposals from Supply Partner(s) on local employment initiatives, and training and apprenticeship schemes for their locality at Call-Off stage.

Supply Partner(s) shall work with the Member Organisation's staff and tenants, residents or customers in order to provide education around the work that the Supply Partner(s) will be carrying out on behalf of the Member Organisation where applicable.

When the Supply Partner(s) propose to use an apprentice to carry out work, they must ensure the apprentice is always supervised by fully trained and competent personnel. The cost of all supervised work is to be borne by the Supply Partner(s).

### **1.23 MOBILISATION**

The Consortium considers the Supply Partner(s) approach to contract mobilisation as a crucial element in ensuring the success of the contract.

It may be possible to survey the site(s) during the Call-Off process if needed. This will be outlined by the Member Organisation within their Call-Off timescales and documents (if applicable).

Member Organisations will provide a detailed asset condition report for all assets to be covered under a Supply Agreement within their Call-Off documents, where applicable.

Supply Partner(s) are expected to take an organised approach which covers:

- Gathering detailed information on the scope of the project i.e. asset register information.
- Developing knowledge on the Member Organisation's customers, particularly for this Framework around vulnerable or at-risk customers.
- Planning resources and, where necessary, acquiring additional resource (employees, equipment etc.).
- Understanding key stakeholders and building key contact relationships.
- Communicating effectively internally to the right departments i.e. finance, IT, technical support, and involving them where necessary.
- Contingency planning.
- TUPE arrangements (if applicable).
- Management information requirements.

Some Member Organisation's will require dedicated personnel, with the autonomy to manage the mobilisation stage of the contract.

### **1.24 EXIT MANAGEMENT**

The Consortium considers that the winding down of the contract to be equally as

important as mobilisation to ensure the effective handover to any new Supply Partner(s).

At the request of the Member Organisation, the Supply Partner(s) must:

- Complete all Works by the End or Termination Date in accordance with this specification and any Member Organisations requirements detailed at Call-Off.
- Provide all warranty documentation and information and relevant drawings to the Member Organisation no later than 3 months after the End or Termination Date in a legible form and format required by the Member Organisation.
- Provide all Data in a format (as requested by the Member Organisation), to ensure a seamless transfer to a new supplier.
- Provide all TUPE information (if applicable).

## 1.25 BUSINESS CONTINUITY

Supply Partner(s) must have in place detailed, robust, Business Continuity Plans to ensure continuity of service for all contracts via this Framework Agreement.

Member Organisations may request to see a Business Continuity Plan specific to their contract and where applicable, on-going throughout the term of a contract.

Supply Partner(s) Business Continuity Plan must be ready to implement at any time. Supply Partner(s) shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every 6-month period). The Member Organisation may require the Supply Partner(s) to conduct additional tests of the Business Continuity Plan where they consider it necessary, including where there has been any change to the services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Member Organisation reserves the right to attend any Business Continuity Plan test undertaken by the Supply Partner(s).

## 1.26 INFORMATION TECHNOLOGY AND CYBER SECURITY

Supply Partner(s) shall either provide its own or make use of an IT management system that it utilises to record and manage all related project data on behalf of the Member Organisation.

This IT management system should be capable of interfacing into the Member Organisation's own IT management system so that real-time information is available to the Member Organisation (if requested). Where this is not possible, the Supply Partner(s) must be capable of providing the Member Organisation's contract information in an electronic format that can be uploaded or integrated into the Member Organisation's IT system. Supply Partner(s) will be responsible for ensuring all data received is in a suitable format without the requirement of the Member Organisation to transpose data for uploading into the Member Organisations own IT system.

Member Organisation's requirements from the Supply Partner(s) IT system will vary from organisation to organisation and will be defined at Call-Off stage from the Framework. Supply Partner(s) shall be prepared to meet all IT related requirements for the Member Organisations from full interfacing, to web-portal access, to providing data in electronic documents, to data entry etc. as each Member Organisation's own IT systems will be at varying stages of development and sophistication.

All historic surveys and removal data are to be retained and made available upon request of the Member Organisation at any time.

Supply Partners should have an awareness of cyber-crime and should appropriately protect themselves from cyber security threats.

## **1.27 PERSONAL IDENTIFICATION CARDS**

All Supply Partners employees must carry their ID card, particularly when visiting and working at Member Organisation properties.

In addition, Supply Partners must provide all their employees and sub-contractors who are to work on the Member Organisations contract with identification cards stating that they are bona-fide employees and/or sub-contractors of the said Supply Partner. The cards must have a photo of the employee, their name, the Supply Partners company name and contact details.

Member Organisations may require a sample of the identification cards to be used for approval before the contract commences. The Member Organisation may dictate that no person will be allowed to undertake work on a contract without an identification card and random checks will be made on operatives' identification cards.

In addition, Member Organisations may have a requirement to have their own logo displayed on the Supply Partner(s) identification cards and/or vehicles. Where there is a requirement, this will be specified and priced at Call-Off.

## **1.28 DISCLOSURE AND BARRING SERVICE**

Supply Partner(s) are responsible for having a system/process in place for the execution and administration of DBS (Disclosure & Barring Service) checks, previously CRB disclosure, of your personnel who come into direct contact with end users. Supply Partner(s) must obtain all necessary checks from the DBS for their employees and operatives particularly where employees and operatives will be entering occupied properties including sheltered accommodation, communal areas, educational establishments, health and care facilities etc.

Evidence of DBS checks must be provided to the Consortium and/or the Member

Organisation upon request. Member Organisations may request enhanced DBS at Call-Off.

### **1.29 LONE WORKING**

If Supply Partner(s) employ lone workers, it could be necessary to take extra precautions to ensure that lone workers are at no greater risk than their other employees. Member Organisations could require Supply Partner(s) to have a lone working policy or alternatively will have their own policy which successful Supply Partner(s) will be required to be aware of and work within as much as possible.

### **1.30 TUPE**

The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the collective Redundancies and Transfer of Undertaking (Protection of Employment) (Amendment) Regulations 2014 regulations could apply to contracts let under this Framework Agreement. If applicable the regulations must be followed to the extent that any transferring employee(s) shall always be treated as if they had been employed by the Supply Partner(s) upon the terms and conditions as those which applied to their previous employment.

Member Organisations will advise at Call-Off if TUPE applies, and if so, consideration will need to be given in the mobilisation process with particular attention paid to exchanging accurate information at the relevant time.

Where the Supply Partner(s) receives any personal data as defined by the Data Protection Act 2018 (DPA2018) or General Data Protection Regulation (GDPR) from the Consortium or the Member Organisation, it shall ensure that it fully complies with the provisions of the Act/Regulations and only deals with the data to fulfil its obligations under the Call-Off.

Supply Partner(s) will be required to maintain all relevant data throughout the contract in a robust manner. This data/information will be handed over to the Member Organisation at any time throughout the contract at their request, and especially at the end of the contract. Data should be provided in the format specified/requested by the Member Organisation and in a timely manner.

### **1.31 CONFIDENTIALITY**

Particular note should be taken to instruct operatives not to involve themselves in discussion with occupiers, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Employer's business or concerning other occupiers, other properties or other Supply Partner(s). Any enquiry from occupiers or others concerning the Employer's business should be diplomatically redirected to the appropriate staff.

### 1.32 DATA AND GDPR

Where the Supply Partner(s) receives any personal data as defined by data protection legislation (currently the Data Protection Act 2018 and General Data Protection Regulation), from the Consortium or the Member Organisation, it shall ensure that it fully complies with the provisions of the Act/Regulations and only deals with the data to fulfil its obligations under the Call-Off.

In fulfilment of its obligations under the Act/Regulations, the Supply Partner(s) shall have such systems in place to ensure full compliance with the Act/Regulations, and in particular, compliance with the security of personal data as well as ensuring reliability of all employees who may be involved in processing personal data.

The Supply Partner(s) shall take all reasonable steps to ensure that all its partners, sub-contractors and agents comply with this clause where they are processing any personal data on behalf of the Member Organisation.

The Member Organisation shall allow the Supply Partner(s) reasonable access to such information as is necessary, to ensure that it is complying with the above provisions and the Act/Regulations as a whole.

Supply Partner(s) will be required to maintain all relevant data throughout the Supply Agreement in a robust manner. Data should be held beyond the end of the Supply Agreement where specific requirements are necessary for the data held.

This data/information remains the intellectual property of the Member Organisation and will be handed over to the Member Organisation at any time throughout the contract at their request, and especially at the end of the contract. Data should be in provided in the format specified/requested by the Member Organisation and in a timely manner.

### 1.33 CODE OF CONDUCT, INCLUDING CONDUCT ON SITE

Supply Partner(s) must abide by the following code of conduct:

- All Member Organisation's staff, residents, patients, pupils and customers and their properties are to be treated with respect.
- Smoking is not permitted by Supply Partners operatives or sub-contractors within Member Organisation properties or on-site, at all times.
- Radios or other sound emitting devices must not be used within properties or on-site.
- Supply Partner(s) operatives or sub-contractors must not use the occupiers' electricity, gas, telephone or water unless they have been given permission.
- Supply Partner(s) must ensure that there is appropriate provision of welfare facilities for their staff and operatives throughout the duration of the works on site.
- Supply Partner(s) will advise the Member Organisation of any information

considered important e.g. potential violence, unauthorised occupancy, illegal activity, infestation etc. or any other potential danger within any property.

- The Supply Partner(s) operatives or sub-contractors will pay special attention to elderly or infirm tenants and any other vulnerable persons Supply Partner(s) are always to work to standards of best practice in order to ensure a consistent and high standard of work is delivered to the Member Organisation.
- Supply Partner(s) must include and allow for regular, polite and multilingual communication with all occupiers of the Member Organisation.
- Supply Partner(s) will immediately report any significant vandalism including racist, sexist, religious or any other derogatory graffiti to the Member Organisation.
- Supply Partners shall work with Member Organisations in order to provide education around awareness of the work the Supply Partner will be undertaking on behalf of the Member Organisation. Information should be provided in a timely manner by the Supply Partner to the Member Organisation and its staff, tenants, residents or customers in order that they may co-operate with the Supply Partner and any necessary control measures the Supply Partner may need to put in place during the works.

This list is not exhaustive, and at Call-Off Member Organisations may choose to add to this list.

Member Organisations shall provide the Supply Partners with any information in advance of the commencement of works or services regarding potentially violent persons (PVPs), or other relevant information about the property and/or tenant/occupant (e.g. that operatives should not attend alone), and the Supply Partner will take this information into account when planning works.

Member Organisations may also require Supply Partner(s) to sign up to their Code of Conducts; this will be identified at Call-Off.

### **1.34 CUSTOMER SERVICE STANDARDS**

Supply Partner(s) are always to work to standards of best practice and must provide the highest levels of customer service to the Consortium, its Member Organisations and their staff, residents, patients, pupils and customers at all times.

Supply Partner(s) should have in place an effective customer service strategy, policy and/or standards that outline the Supply Partner(s) approach to:

- Understanding and meeting all customers' needs and preferences.
- Understanding and meeting the specific needs of disadvantaged, vulnerable, elderly or infirm groups.
- Ensuring all customers, properties and premises are treated with due care and respect.
- Minimising risk and exposure of customers whilst work is in progress.

The Supply Partner(s) must ensure their customer service strategy, policy and/or standards are effectively disseminated throughout their organisation and continuously monitored, reviewed and updated.

This list is not exhaustive, and at Call-Off, Member Organisations may choose to add to this list or use their own customer service standards that the Supply Partner(s) will also be required to meet.

### **1.35 COMMUNICATIONS**

Supply Partner(s) shall provide and maintain a system that facilitates quick and responsive communications with all Member Organisations. Supply Partner(s) shall communicate and liaise regularly with Member Organisations, such liaison will include, but is not limited to, discussions over work schedules, delayed works, general performance, non-performance, variation works and monthly payment issues.

Supply Partner(s) will be supplied with a list of key telephone numbers, fax numbers and email addresses for the Member Organisation.

Supply Partner(s) shall provide the same to the Member Organisation, which is to cover 24 hours a day, seven days a week and to include for emergency situations. It is always imperative for the Member Organisation to be able to contact the Supply Partner(s), inclusive of out of hours.

The person within the Member Organisation to whom contact is made shall be provided and have access to the authority to directly instruct operatives of the Supply Partner(s) to carry out work and to give instructions relating to the priority of the work and to make decisions within an emergency situation.

Supply Partner(s) will appoint a main point of contact for the Member Organisation throughout the duration of their contract. They shall be available to answer urgent contact from the Member Organisation during normal working hours. This communication should be by mobile telephone, email, PDA and/or radio to facilitate instantaneous communications for instructions and reports.

Supply Partner(s) shall implement a system of communicating operational schedules of routine and non-routine works to Member Organisations. This system shall be capable of communicating both planned works and completed works and include details of performance in accordance with standards, outputs and performance measures outlined within this specification.

Information should be provided in a timely manner by the Supply Partner(s) to the Member Organisation and its staff and customers in order that they may cooperate with the Supply Partner(s), and any necessary control measures that the Supply Partner(s) may need to put in place during the works.

### **1.36 COMPLAINTS**

Supply Partner(s) must have a robust complaint handling procedure in place they can make available to the Consortium or Member Organisation upon request, complete with escalation procedures, set communication methods, acknowledgement process and response timescales. The Member Organisation may require the Supply Partner(s) to comply with or adopt their own complaints procedure at Call-Off.

Complaints received by the Supply Partner(s) from the public, customers, or other third parties in relation to the works or services being provided for and/or on behalf of the Member Organisation, shall be fed back to the Member Organisation via the specified review meetings.

A timescale on response to complaints should be implemented and the Member Organisation be notified immediately to avoid duplication of complaint and to enable case notes to be completed for future reference.

A suggestion would be that all complaints are responded to within 4 hours (verbal acknowledgement), and any recommendation for recourse within 24 hours to all parties. This will be determined at Call-Off.

### **1.37 MARKETING**

The Supply Partner(s) will be expected to proactively market their services in the areas they are appointed to, for example, to ensure Public Information Leaflets are made available which give a clear understanding of the nature of service, how the service works, and how to access the service.

Supply Partners are encouraged to promote their appointment to the Framework.

### **1.38 EQUALITY AND DIVERSITY**

Supply Partner(s), and any sub-contractors they may make use of, will be required to have developed policies on equality and diversity in relation to employment and service delivery.

Supply Partner(s) are expected not to discriminate because of age, disability, gender, sexuality, race, colour, ethnic origin or religion and must comply with all statutory obligations.

Supply Partner(s), and any sub-contractors they may make use of, working for and on behalf of a Member Organisation will need to demonstrate their compliance with all current legislation relating to equalities, the Equality Act 2010, including any subsequent amendments or forthcoming regulations applicable throughout the Framework period.

The Consortium strongly encourages Supply Partner(s) to demonstrate a

commitment to equality and diversity and will monitor and ensure Supply Partner(s) continue to meet the equality and diversity requirements through its contract management processes.

### 1.39 MODERN SLAVERY

The Modern Slavery Act came into force in 2015 and enforces protection against slavery and trafficking in the UK. It requires business over a certain size threshold (currently £36 million) to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains.

Following its introduction, the Consortium have undertaken a review of the requirements and fully supports the principles of the Act, we are therefore committed to ensuring the Supply Partners on our Framework(s) are fully compliant.

During the life of the Framework, the Consortium will require you to provide a statement on how you are complying with the Act. Once the statements have been reviewed by our team, should a Member Organisation request to see a copy of this we are required to share this with them.

### 1.40 HEALTH AND SAFETY

The Supply Partner is expected to encourage a diligent approach to Health and Safety through the use of a Health and Safety Management System (HSMS) that is managed and frequently reviewed and updated by qualified personnel.

All employees should be trained on the policies and procedures within the HSMS, and copies should be readily available for all employees to access.

Supply Partners must take every precaution necessary to protect the health, safety and wellbeing of their employees and customers (i.e. tenants), whilst carrying out their obligations under this Framework.

Supply Partner(s) should have in place robust health and safety policies, in line with legislative, regulatory and industry standards, to account for the products, works and services they will be providing throughout the Framework, paying particular attention to the health risks associated with work carried out in Member Organisation properties.

Supply Partner(s) must provide their health and safety policy to the Consortium when required and be willing to show evidence of how this policy is applied to their business and demonstrate how staff are appropriately trained to ensure the policy is always put into practice. Supply Partner(s) must also be able to demonstrate their compliance with, or willingness to adopt, the Member Organisation's health and safety policies at Call-Off from the Framework.

## 1.41 NEAR MISSES

Supply Partner(s) must keep accurate and up to date records of “near misses” which are defined for the purposes of this Framework a near miss is as it is described in HSG 245.

Member Organisations may add to this at Call-Off and throughout the duration of any contract they enter into with the Supply Partner(s).

Recording of “near misses” will be used by the Supply Partner(s) and Member Organisations to identify any weaknesses in operational procedures as deviations from normal good practice that while they may only happen infrequently, could have potentially high consequences. The recording of “near misses” by the Supply Partner(s) will be reviewed by the Supply Partner(s) and the Member Organisation over time and where any patterns are revealed, lessons can be learned and a review of “near miss” information can reveal changes to ways of operating.

## 1.42 ENVIRONMENTAL POLICY

Supply Partner(s), and any sub-contractors they make use of, will be required to observe good environmental practices and have developed an environmental policy in relation to the products, works and services they deliver. Supply Partner(s) are encouraged to consider sustainable consumption, climate change and energy, natural resource protection, waste and pollution reduction, environmental enhancement and sustainable communities.

Supply Partner(s) must provide their environmental policy to both the Consortium and Member Organisations as and when required and be willing to show evidence of how this policy is applied to their business and demonstrate objectives to continuously improve environmental performance in its operations.

Supply Partner(s) are expected to demonstrate compliance with any relevant statutes, codes of practice, industry guidance and environmental policies of Member Organisations, as well as an up to date working knowledge of the best environmental management practice.

Supply Partner(s) shall give particular consideration, where possible, to:

- The use of products that originate from sustainable and legal resources, in accordance with relevant legislation and guidelines.
- The use of non-ozone depleting products and materials.
- The use of energy efficient appliances.
- The use of recycled products and materials.
- Recycling of waste.
- Avoid purchasing or using products that contain CFCs, HCFCs, methane, and other toxic substances.
- Minimising noise and air pollution.

- Avoiding contamination of land and water.
- Protection of Trees.
- Recycling of batteries.

#### **1.43 ORDERING**

Supply Partner(s) shall provide facilities for the receiving of orders for works directly from the Member Organisation by telephone, email, in writing, or through an IT link or website portal, once the contract is in operation.

In answer to the request from the Member Organisation for Supply Partner(s) to carry out work, it is the Supply Partner(s) responsibility to liaise with the Member Organisation and obtain all information necessary to enable the works to be carried out at the appointed time and within the allocated timescales.

#### **1.44 INVOICING AND PAYMENT**

Member Organisations will be invoiced by the Supply Partner(s) directly in accordance with the details they have provided for the works or services that they have confirmed receipt of.

A schedule of completed and confirmed work must be provided by the Supply Partner(s) to the Consortium when requested (usually on a quarterly basis), in order that the Consortium can raise an invoice to the Supply Partner(s) for commission due. A remuneration fee will be applied to each Call-Off contract.

The payment terms under this Framework Agreement are 30 days from receipt of an undisputed invoice.

#### **1.45 PERFORMANCE MANAGEMENT**

Supply Partner(s) are expected to have in place appropriate performance management systems throughout the Framework period in order to ensure all goals' set, including company-wide, Framework and Call-Off Contract goals, are consistently met in an effective and efficient manner.

In order to achieve a high level of performance throughout the Framework period, Supply Partner(s) are expected to:

- Have in place an effective performance management plan, strategy and/or systems.
- Continually monitor, review and update their performance management plan, strategy and/or systems.
- Introduce an effective performance management plan for each Member Organisation's specific Call-Off contract.
- Promptly identify any poor performance and put in place the necessary control measures in order to improve performance to a satisfactory level over an

acceptable timescale to the Member Organisation.

#### **1.46 PERFORMANCE MONITORING**

The Consortium will monitor the Framework overall in order to ensure that Member Organisations are receiving a high quality and consistent level of service.

Member Organisations will monitor their individual Call-Off contract to ensure they are receiving a high quality and consistent level of service as required by the contract. Monitoring may include, but is not be limited to:

- Routine and random inspections and checks of all work carried out.
- Inspection of vehicles, plant and equipment.
- Inspection of compliance with livery, uniform and staff ID requirements.
- Inspection of operations including all aspects of health and safety.
- Inspection of documented records, including proposed work routes, works and schedules, completed worksheets, daily worksheets and other relevant documentation kept and maintained by the Supply Partner(s) and/or any appointed sub-contractors.
- Evaluation of work performance record sheets and other documentation kept and maintained by the Supply Partner(s).
- Customer monitoring.
- Evaluation of any complaints received.

Information must be provided to the Consortium and Member Organisations when requested without any undue delay.

Auditing and monitoring must be carried out on work activities by the Supply Partner and the results documented and shared with the Member Organisation and the Consortium when requested. All audit violations must have counter measures and timings to rectify the issues.

Throughout the life of the Framework the Supply Partner(s) shall have in place sufficient monitoring, quality assurance and environmental management systems to ensure attainment of the service objectives and contract standards.

#### **1.47 KEY PERFORMANCE INDICATORS (KPIs)**

Supply Partner(s), with contribution from the Member Organisation, shall continually monitor performance of the works against the Key Performance Indicators (KPIs) to ensure performance is to required target levels with provision for continued improvement.

KPI's for each LOT/Sub-Lot are detailed throughout the relevant sections of this specification. The Consortium will request KPI information from Supply Partners as

and when required. Note, the Consortium will only monitor the individual LOT/Sub-Lot KPIs.

Supply Partner(s) shall maintain and keep detailed documentation to validate the KPI criteria and provide detailed method statements as to how they are to be achieved.

Member Organisations may also detail their own specific KPI requirements at Call-Off and will monitor these themselves.

#### **1.48 QUALITY MANAGEMENT**

Supply Partner(s) must ensure that all the services and/or products and associated equipment supplied by them are compliant to British Standards.

Supply Partner(s) shall have in place an effective quality management system relating to the work they are carrying out, i.e. quality assurance and quality control systems, to ensure the highest standards for the Member Organisation.

Supply Partner(s) must provide evidence of their internal quality management systems to the Consortium and/or Member Organisation upon request.

#### **1.49 QUALITY CHECKS AND AUDITING**

Supply Partner(s) must have in place a system for assuring that the quality of the service it provides is based upon the principles of best value and continuous improvement, self-assessment, ensuring that day-to-day responsibility for the quality of the service is managed primarily by the Supply Partner(s), but with review and monitoring carried out in conjunction with the Member Organisation.

Where necessary an auditing process could be required which may be internal or external, the extent of which will vary. Typically, audits monitor between 1% and 2% of work and Supply Partners will be required to carry these out and manage the process using an independent auditor.

Supply Partner(s) are expected to feedback the results of these quality checks to the Member Organisation on a regular basis through the quarterly review meetings. Quality checks will be a standard agenda item at meetings for discussion with the Member Organisation.

The Member Organisation may also have a percentage of the work checked independently by an external organisation to identify any quality issues, completion issues or unsatisfactory works. Some of this quality control work may be carried out whilst works are in progress and the Supply Partner(s) will be expected to co-operate in this respect. The result of such quality control works will be given to the Supply Partner(s) and there will be an expectation that any shortfalls highlighted will be addressed by the Supply Partner(s) and that the Supply Partner(s) demonstrates the actions to be taken.

Should the independent auditor identify any work they feel have been left in an 'AT RISK' or 'IMMEDIATELY DANGEROUS' situation, Supply Partner(s) are expected to attend site within a time frame specified by the Member Organisation at Call-Off to rectify the work.

## 1.50 DIVERSE USER GROUPS

Supply Partner(s) will be expected to be experts at providing Products, Works and Services to a wide range of users and demonstrate an awareness and understanding of how to meet the needs of diverse user groups when delivering services via this Framework Agreement, such as:

- Blind and partially sighted people
- Deaf and hard of hearing
- Children and young people
- Learning disabilities
- Long term condition management
- Mental health conditions, including dementia
- People with communication difficulties
- Physical disabilities
- End of life/palliative care

## 1.51 AVOIDANCE OF DOUBT

Unless otherwise stated in the individual Supply Agreement, this Specification is the minimum requirements Supply Partners are expected to work to. For the avoidance of any doubt the final agreement and detail for any supplied specification/undertaking/materials will be that provided and agreed between any Supply Partner and any Member Organisation at Call-Off. If direct or ranked award is undertaken, Supply Partners will be required to provide products (where applicable), and services as per relevant sections of this specification only.

## 1.52 DISPUTE RESOLUTION

An escalation process for resolving issues will be developed with the Member Organisation. The default dispute resolution process set out in the Supply Agreement will apply if this is not specifically defined by the Member Organisation at Call-Off.

## 2.0 SPECIFIC FRAMEWORK REQUIREMENTS – SERVICES

All Supply Partner(s) appointed to the Framework (all LOTs) must:

- observe the requirements within their business relationships and comply with current legislation and HSE guidance where applicable and as appropriate to the situation throughout the Framework in accordance;
- be ethical in their business arrangements to help protect individuals or groups of people and keep them safe from harm and exploitation;
- follow legislation, guidelines and best practice on manufacturing processes, transportation and waste management to conserve the world's natural resources and manage the sustainability of the environment; and
- always be vigilant, thorough and rigorous to ensure they respond to exploitative and negative practices to remove them from their business arrangements.

### 2.1 RISK ASSESSMENT AND METHOD STATEMENTS

Supply Partner(s) must conduct thorough risk assessments for all main tasks, jobs and processes carried out throughout their organisation, and have produced appropriate method statements for all jobs or tasks deemed to contain some measure of health and safety risk, these should include Plans of Work as appropriate.

Risk assessments and method statements must be carried out by Supply Partners to satisfy the requirements of any relevant legislation, and above all to ensure the health and safety of all Supply Partners employees and engineers at all times.

Supply Partner(s) may be required to provide evidence and relevant documentation to the Consortium for risk assessments, method statements and Plans of Work relating to the work the Supply Partner(s) is undertaking via the Framework Agreement, at any time throughout the Framework period.

Additionally, Supply Partner(s) may be required at Call-Off Stage, to provide evidence and relevant documentation to the Member Organisations for risk assessments and method statements relating to the work the Supply Partner(s) will be required to undertake on behalf of the Member Organisation.

### 2.2 PROGRAMME OF WORKS

Supply Partner(s) will work in conjunction with the Member Organisation to produce a programme of work based on the Member Organisations requirements at Call-Off. The programme of work will be an individual or site-specific programme designed in partnership between the Supply Partner(s) and the Member Organisation to determine a programme of work that suits the Member Organisation's needs.

Member Organisations will make available to Supply Partner(s) all details relevant to their Call-Off requirements they hold, including asset, site, geographical, survey and

property information etc. in order to allow the Supply Partner(s) to plan and produce a programme of work. Where the Member Organisation's information is not complete, the Supply Partner(s) will be expected to work with the Member Organisation in order to develop this information and incorporate it into any future programmes of work throughout the Framework Agreement and/or Call-Off term.

Member Organisations may wish for a Supply Partner who is able to carry out Project Management and the full administration process on their behalf (including drawings, site specifications and planning permission, site set up etc.). Member Organisations will specify this if required at Call-Off.

### **Routine and Non-Routine Works**

Routine works shall be the type of works or tasks that are carried out on a regular basis and appropriately scheduled by Supply Partner(s) to achieve the specified requirements and outputs in accordance with the Member Organisation's Call-Off.

Supply Partner(s) shall be required to submit for approval, an annual programme of work prior to the commencement of works to the Member Organisation. Supply Partner(s) shall also submit to the Member Organisation a daily, weekly, and/or monthly programme of work schedule for approval at regular intervals as defined by the Member Organisation at Call-Off. This shall identify every work activity to be carried out on site including any variations and non-programmed work. The format for this information shall be provided in a format as requested by the Member Organisation. Additionally, Supply Partner(s) shall make available upon request from the Member Organisation at any time, the number of jobs issued to each operative and the status of each job given.

Supply Partner(s) shall also provide Member Organisations with copies of all their completed work activity record sheets from the previous week(s) in order for the Member Organisation to carry out quality and quantity work inspection checks against specification and output standards, such checks will form the basis of monthly invoice payments.

If for any reason any work activities do not or cannot take place on the scheduled day, then the Supply Partner(s) shall notify the Member Organisation immediately and advise the rescheduled workday.

Non-routine work is the type of work that cannot be predicted and as such cannot be accurately programmed. In all instances, such work shall only be carried out by the Supply Partner(s) under instruction from the Member Organisation.

### **2.3 HOURS OF WORK**

Normal office working hours will be between the hours of 8.00am and 5.00pm Monday to Friday. Supply Partner(s) are to note that this may vary by Member Organisation during individual Call-Off.

Out of hours will be between the hours of 5.00pm and 8.00am Monday to Friday and all-day Saturday, Sunday, and Bank Holidays. Except for managing emergency situations and call outs which will be stipulated at each Call-Off, Sunday working will only be allowed in exceptional circumstances and with prior written permission from the Member Organisation.

NHS Member Organisations may require Supply Partner(s) to make available services during weekends and holiday periods to support with their initiatives to “free up” hospital beds.

Where differing holiday arrangements exist between Supply Partner(s) and the Member Organisation, it shall be the normal office hours of the Member Organisation which shall prevail unless otherwise specified. Supply Partner(s) will not be allowed additional out of office hours charges that vary from those agreed through the Framework pricing. Supply Partner(s) shall maintain a full service and complement of operatives during and out of normal office hours for the Member Organisation, including Bank Holidays.

Supply Partner(s) should be aware that from time to time these opening hours may change to accommodate local management issues such as staff shortage, training and holiday arrangements.

## 2.4 FOLLOW UP WORK

Any follow up work identified by the Supply Partner(s) employees which does not form part of the Member Organisations Call-Off, must be verified by the Member Organisation as actually being required. This verification must be done by whatever means possible to satisfy the Member Organisation that the follow up work is required.

Should it become apparent, after the Supply Partner(s) supervisor or management team verify works are required, the Member Organisation should be informed that follow up work is required, if in fact no such requirement exists for whatever reason, then the full inclusive costs associated with such follow up work will be deducted from any payments due to the Supply Partner(s).

## 2.5 GUARANTEES AND WARRANTIES

All work carried out by Supply Partner(s) under this Framework must be guaranteed (from the date of acceptance), for a period of 12 months. Member Organisations may require extended warranties, which will be outlined at Call-Off if applicable.

Guarantees must include, but not be limited to the following:

- The Supply Partner(s) must respond to a request from the Member Organisation in a timely manner to ensure the issues are resolved without delay.

- The Supply Partner(s) must cover all costs associated with the resolution, including repair or replacement products, and associated equipment and labour.
- The Supply Partner(s) must cover all costs associated with damage caused to the property or items within the property as a direct result of the failure of the works causing damage to other parts of the property.
- The Supply Partner(s) must not leave the environment in an unusable condition whilst waiting for repair/replacement parts and associated equipment.
- A 12-month guarantee associated with the resolution works will commence on the completion date and acceptance of the works.

## 2.6 STANDARD DOCUMENTATION

Supply Partner(s) shall include for completing and returning all documentation referred to, but not limited to, within this specification and any subsequent Call-Off to the Member Organisation within the agreed timescales, either as outlined within this specification or at Call-Off.

All documentation must be printed clearly and should not be handwritten. Handwritten documentation is only acceptable with prior consent from the Member Organisation. All photographs, maps, plans etc. must be provided to the Member Organisation to support any documentation and must be printed clearly when in hard copy and provided in an appropriate format, such as JPG or GIF for photographs, PDF or Shape file for maps, PDF or Word for plans, when electronic.

The address and any unique property reference number should be stated clearly on all relevant documentation.

Supply Partner(s) should make available standard template documentation for all types of work and should be able to tailor these documents to suit the unique requirements of the Member Organisation at Call-Off. Supply Partner(s) may be required to use the Member Organisation's standard documentation which will be detailed at Call-Off. All standard documentation must be supplied to the Member Organisation in electronic formats that are able to be uploaded into the Member Organisation's IT system.

## 2.7 FAILURE TO COMPLETE AND UNSATISFACTORY WORK

If the Supply Partner(s) fail to complete the work within timescales agreed at Call-Off or any part thereof, or to remove or make good any defective or unsatisfactory work, when ordered to do so, the Member Organisation may take the work from the Supply Partner(s) and arrange for completion of the work by others and make good the work complained of, and to charge the Supply Partner(s) with any additional costs incurred. The Member Organisation may also retain any monies due to the Supply Partner(s) at any time the amount of such costs.

## 2.8 ACCESS PROCEDURES

Following appropriate consultation with the Member Organisation to establish the programme of works or services, Supply Partner(s) are to make all access arrangements in agreement with the Member Organisation.

Work may be undertaken in both void and occupied properties, and the Supply Partner(s) will work in conjunction with the Member Organisation to make the necessary access arrangements. Where required, the Supply Partner(s) may be required to contact the Member Organisation by the following ways:

- Written notification prior to any visit.
- Email notification prior to any visit.

All access procedures will differ for individual Member Organisation's and will be agreed as part of the Call-Off and the contract start-up procedure.

Following the agreed procedure, if an engineer is unable to gain access to a property, the Member Organisation will not be responsible for costs incurred by the Supply Partner(s) or their sub-contractor. The Supply Partner(s) must allow for and inform the Member Organisation in the event of three failed attempts to gain access to a property.

Supply Partner(s) shall indemnify the Member Organisation against any financial claims from the tenants or occupants of the dwellings, included within the schedule of properties supplied by the Member Organisation at Call-Off, due to the failure of the Supply Partner(s) to keep appointments.

## 2.9 WORKING IN EDUCATION AND NHS PREMISES

The Supply Partner(s) shall ensure that all potential staff or persons performing any of the services may reasonably be expected, in the course of performing any of the services under this contract, to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services. The Supply Partner(s) must ensure that all such staff are suitably vetted to ensure the safeguarding of these persons.

Supply Partners must ensure all their staff working in education and NHS premises:

- Are questioned concerning their Convictions.
- Obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body), as required by Law and/or the Policies before the Supply Partner engages the potential staff or persons in the provision of the Services.
- The Supply Partner shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures

are kept up to date. The obtaining of such disclosures shall be at the Supply Partners cost and expense.

The Supply Partner shall ensure that no person is employed or otherwise engaged in the provision of the services without the Member Organisations prior written consent if:

- The person has disclosed any Convictions upon being questioned about their Convictions.
- The person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body).
- The person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body), upon request by the Supply Partner.

In addition to the requirements above where access is required to undertake any services that are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supply Partner:

- Warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006.
- Warrants that, at all times, it has and will have no reason to believe that any member of staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006.
- Shall ensure no person is employed or otherwise engaged in the provision of the services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.

The Supply Partner shall ensure the Member Organisation is kept advised at all times of any member of staff who, subsequent to their commencement of employment as a member of staff, receives a conviction or whose previous convictions become known to the Supply Partner(s) or whose conduct or records indicate they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person if the contract specification is related to premises occupying these types of persons.

The Supply Partner(s) shall only be entitled to continue to engage or employ such member of staff with the Member Organisations written consent and with such safeguards being put in place as the Member Organisation may reasonably request. Should the Member Organisation withhold consent and prevent access to any premises, the Supply Partner(s) shall remove such member of staff from the provision of the services forthwith.

The Supply Partner shall immediately provide to the Member Organisation any information the Member Organisation reasonably requests to enable the Member Organisation to satisfy itself that the obligations set out in this section has been met before access is granted.

The Member Organisation may at any time request that the Supply Partner removes and replaces any member of staff from the provision of the Services; provided always that the Member Organisation will act reasonably in making such a request. Prior to making any such request the Member Organisation shall raise with the Supply Partner the Member Organisations concerns regarding the member of staff in question with the aim of seeking a mutually agreeable resolution. The Member Organisation shall be under no obligation to have such prior discussion should they have concerns regarding patient or service user safety.

## 2.10 PREVENT TRESPASS

Supply Partner(s) employees must not trespass upon properties adjoining those in respect of where the work is carried out. If execution of the work requires entering upon an adjoining property, prior permission must be obtained by the Supply Partner(s).

Supply Partner(s) must indemnify the Member Organisation against any claim or action for damages on account of any trespass or other misconduct of its employees. Employees will only be allowed into such parts of the site and buildings as may be necessary to execute the works.

## 2.11 PROTECTION OF PERSONNEL, OCCUPANTS AND THE PROPERTY

Supply Partner(s) must take all appropriate measures as per the relevant legislation and guidance to ensure the protection of its operatives, the occupants, and the property.

Important Note: Member Organisations must provide the Supply Partner(s) with information in advance of the commencement of works or services, on any potentially violent persons (PVPs) or other relevant information about the property or tenant/occupant (e.g. that personnel and operatives should not attend alone etc.), and the Supply Partner(s) shall take this information into account when planning works. This will be determined at Call-Off.

Supply Partner(s) must issue the appropriate Personal Protective Equipment (PPE) and Respiratory Protective Equipment (RPE) for the works being undertaken, and it must be used correctly, by those who require it, at all times throughout the required period.

All equipment, whether it be protective equipment or equipment used to carry out the works, must be cleaned, stored, maintained, and periodically tested accordingly.

Throughout the execution of any works, Supply Partner(s) must always ensure the health and safety of occupants.

Supply Partners must always include for the protection of the property's fixtures and fittings. In the case of occupied dwellings, Supply Partner(s) must protect the occupier's belongings from damage, either by appropriate covering with sheeting or removal of such belongings from the working area where possible.

Supply Partner(s) must also take care of gardens, trees, shrubs, paths, kerbs and verges etc. and shall make good and reinstate any damage or disturbance caused by the works, without cost to the Member Organisation.

## **2.12 PLANT, TOOLS AND VEHICLES**

Supply Partner(s) are responsible for providing all the plant, tools, equipment and vehicles necessary to complete the works and ensure that these are all kept and maintained in good working order with in-date testing and certification which must be available for audit. This includes, but is not limited to, insurance, MOT, calibration certificates, Portable Appliance Testing.

Plant, equipment, and tools should be appropriately stored at the end of each working day in designated lock-up areas or at the Supply Partner(s) base of operations. Where lock-up facilities are required on-site, these must be agreed prior to commencement of works with the Member Organisation. Member Organisations are not responsible for the safety and security of the Supply Partner(s) vehicles, tools and equipment.

## **2.13 HAZARDOUS MATERIALS**

Supply Partner(s) must comply with the Member Organisations policies, which may be inspected upon application to the Member Organisation, regarding the use of certain chemicals, materials and hazardous substances. Supply Partners will be expected to carry out all works according to these policies, current legislation and Codes of Practice with regards to the Safe Use of Chemicals and Hazardous Substances. The Control of Substances Hazardous to Health Regulations 2002 and the Health and Safety at Work Act 1974 must always apply.

## **2.14 ASBESTOS**

Supply Partners undertaking Legionella and/or Mould management services should allow for complying with the Asbestos (Licensing) Regulations 1983, the Control of Asbestos Regulations 2012 and HSG264 Health & Safety Executive Asbestos Guidance. If existing materials containing or suspected of containing asbestos are discovered during the execution of the works, the Supply Partner shall suspend all activities that may disturb the asbestos or asbestos dust that may have already been released and shall immediately inform the Member Organisation of the discovery.

## 2.15 DISPOSAL OF WASTE

On completion of any operation or at the end of each working day, whichever is the sooner, Supply Partners must remove from site all waste materials.

They must also include for all surplus materials and debris arising out of the works to be removed from the site or dwelling and the area of the work shall be left in a clean and tidy condition. Rubbish or materials are not to be placed or stored upon these areas.

All waste materials shall be taken only to authorised disposal, treatment, and whenever possible recycling facilities, at the expense of the Supply Partner(s).

Supply Partner(s) must make every effort to recycle materials where possible to avoid land fill.

Member Organisations may request at any time copies of all waste disposal certificates.

## 3.0 SPECIFIC FRAMEWORK REQUIREMENTS – PRODUCTS

**Important Note:** This section predominantly relates to LOTs/Sub-Lots where products may be required to undertake the services (e.g. ventilation fans).

### 3.1 PRODUCT ACCREDITATIONS, REGULATIONS AND STANDARDS

Supply Partner(s) must ensure that all the products and associated equipment supplied by them are compliant to British Standards and particularly with the relevant regulations/standards/approved codes of practice/legislation/protocols relevant to the equipment they are proposing and must provide evidence of this. Member Organisations will request this information directly from the Supply Partner(s). The Consortium may check that standards are compliant throughout the Framework.

### 3.2 PRODUCT SUPPLY CHAIN AND SUSTAINABILITY

Supply Partner(s) are permitted to offer products/components manufactured by a third party. Supply Partner(s) must have in place, as a minimum, product manufacturing arrangements/supply chains and ensure the following elements are managed responsibly and sustainably:

- Selection and management of supply chain – e.g. checking of supply chain product range, product quality and supply chain viability etc.
- Product compliance to relevant legislation e.g. electrical wiring regulations etc.
- Ethical and sustainability policies – e.g. compliance with Modern Slavery Act and environmental legislation etc.
- Assessment and continuous audit of supply chain partners – e.g. process for inspection of supply chain etc.
- Change of supply chain partners e.g. poor performance etc.
- Problem escalation and resolution – e.g. delay in supply chain delivery etc.

Supply Partner(s) must demonstrate to Member Organisations and the Consortium the sustainability of their products beyond the life of this Framework Agreement. If product upgrades are anticipated these need to be clearly set-out to the Member Organisation including how this will be managed.

Supply Partner(s) must be able to demonstrate to the Member Organisation upon ordering that the products can be maintained (via open protocol), and spare parts obtained for the full term of the Framework Agreement and/or subsequent Supply Agreements.

### 3.3 PRODUCT WARRANTY (EXTENDED)

All products must be provided with a minimum warranty and defects liability cover

for a period of 12 months from the date of handover/sign-off, and this must be included in the Framework price.

Extended warranties may be required by Member Organisations (these will be identified at Call-Off) and priced accordingly by Supply Partner(s).

The Supply Partner(s) must respond to a request from the contracted Member Organisation in a timely manner to ensure the issues are resolved without delay.

The Supply Partner(s) must cover all costs associated with replacement products and associated costs to install replacements products.

The Supply Partner(s) must cover all costs associated with damage caused to the property or items within the property as a direct result of the failure of the product causing damage to other parts of the property.

A 12-month warranty associated with the resolution works will commence on the completion date and acceptance of the works.

## 4.0 LOT 1 ASBESTOS MANAGEMENT

### BACKGROUND TO ASBESTOS

Asbestos was used extensively as a building material in the UK from the 1950s through to the mid-1980s. It was used for a variety of purposes and was ideal for fireproofing and insulation. Whilst buildings built after 2000 shouldn't include asbestos, this cannot be guaranteed as machinery and facilities imported into the UK after 2000 may contain asbestos.

Member Organisations have a duty to manage asbestos within properties and premises they own or manage as a landlord, as well as a duty as an employer to minimise the risk of exposure to asbestos containing materials (ACMs) to their employees.

### SCOPE OF LOT 1

In addition to the requirements set out in **Section 2 Specific Framework Requirements – Services** of this specification document, the following requirements in this section also apply to this LOT.

The scope of LOT 1 is to ensure Member Organisations comply with their statutory and moral duties and obligations with regards to asbestos.

LOT 1 is broken down into four Sub-Lots and covers a range of asbestos management services including surveying, sampling, air monitoring, consultancy, removal and remedial work, consultancy and training.

Member Organisations may select all or some of these services (for example, may choose surveying/sampling or removal/remedial only, or may require a combination of the two). Member Organisations will determine their requirements at Call-Off.

- Sub-Lot 1.1: Asbestos Surveying, Sampling, and Air Monitoring
- Sub-Lot 1.2: Asbestos Removal and Remedial Services
- Sub-Lot 1.3: Asbestos Consultancy and Training Services
- Sub-Lot 1.4: Asbestos Fully Managed Service

Supply Partners should note that the systems and equipment installed in Member Organisations asset base varies considerably between sites in their age, type and coverage. Member Organisations may allow Supply Partners to undertake site surveys as part of the Call-Off process.

Supply Partners must be able to provide **all** elements outlined in each of the individual Sub-Lots (as a minimum), and work with Member Organisations to determine their exact requirements.

## 4.1 SUB-LOT 1.1: ASBESTOS SURVEYING, SAMPLING AND AIR MONITORING

Supply Partners in Sub-Lot 1.1 shall be able to provide a range of asbestos management services to assist Member Organisations in complying with all current legislation and regulations regarding asbestos within their properties.

### 4.1.1 REGULATIONS AND LEGISLATION

Supply Partners shall undertake all such work to guarantee any services provided for the duration of supply agreements with Member Organisations meets all current (and future) regulations and/or legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- Control of Asbestos Regulations 2012 (CAR2012)
- Asbestos: The Survey Guide – HSG264
- Asbestos: The licenced contractors guide – HSG247
- Asbestos: The analysts guide for sampling, analysis and clearance procedures – HSG248
- Asbestos essentials. A task manual for building, maintenance and allied trades of non-licensed asbestos work – HSG210

### 4.1.2 COMPETENCE

Supply Partner(s) must be accredited by the United Kingdom Accreditation Service (UKAS). The laboratory facilities used by the Supply Partner(s), or their approved nominated sub-contractor, must hold ISO 17025 (Asbestos Testing Services) for air sampling, 4-stage clearance testing and laboratory bulk analysis. Current accreditation evidence and documentation must be produced immediately on request of the Member Organisation or the Consortium, at any time during the Framework Agreement and Call-Off term.

In addition to the legally required accreditations, Supply Partner(s) are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

- ISO 17020 (Surveying for Asbestos in Premises) for building surveys and priority assessments
- ISO 9001 Quality Management
- ISO 14001 Environmental Management
- Investors in People
- BS OHSAS 18001 – Occupational Health and Safety Management, or ISO 45001

#### **4.1.3 QUALIFICATIONS, TRAINING AND EXPERIENCE**

Supply Partners must only utilise employees undertaking work under this Framework Agreement who are fully qualified, trained, and experienced appropriate to the work they are undertaking.

In addition to the qualifications, training and experience set out in section 1.19 of the specification, Supply Partners employees providing the services in this Sub-Lot must:

- Hold the following British Occupational Hygiene Society (BOHS) qualifications (or equivalent awarding body); where applicable to the work they will be conducting:
  - P401 Identification of Asbestos in Bulk Samples (PLM)
  - P402 Buildings Surveys and Bulk Sampling for Asbestos (including Risk Assessment and Risk Management Strategies)
  - P402R Refresher for Management Surveys, Building Surveys and Sampling for Asbestos
  - P403 Asbestos Fibre Counting (PCM) (including sampling strategies)
  - P404 Air Sampling and Clearance Testing of Asbestos
  - P405 Management of Asbestos in Buildings
  - Certificate of Competency in Asbestos (CoCa) – S301 (plus oral examination) Occupational Hygiene Module – Asbestos and other fibres
  - The Royal Society for Public Health (RSPH) Level 3 Certificate in asbestos inspection procedures
- Have at least 6 months full-time, relevant, practical field experience on asbestos surveys under the supervision of experienced and suitably qualified personnel.

#### **4.1.4 TRADE BODIES**

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of the following:

- Asbestos Testing and Consultancy Association (ATAC)
- Thermal Insulation Contractors Association Asbestos Control and Abatement Division (ACAD)

#### **4.1.5 SCOPE OF WORK AND REQUIREMENTS**

##### **SURVEYING**

Duty holders are appointed by the Member Organisation, and the appointed duty holder must ensure that adequate time and resources are made available to the surveyor(s) to allow a thorough survey to be carried out.

Surveys are to be carried out by Supply Partner(s) in order to assist the Member Organisation to manage asbestos in their premises within their legal requirements and responsibilities.

Surveys are intended to provide sufficient information for Member Organisations asbestos registers, management plans, and risk assessments.

Supply Partner(s) are required to conduct surveys in line with the HSE's guidance contained within HSG264 Asbestos: The Survey Guide. This should include the content of survey reports, use of survey equipment, types of survey, sampling, etc.

The following should also be carried out in accordance with current legislation and HSE guidance contained within HSG264 and HSG248. This includes air monitoring, background or reassurance air testing, leak air testing, etc.

### **Survey Reports**

All survey reports should contain the following sections:

- Executive Summary:

This should briefly describe the scope, type and extent of the survey and it should summarise the most important information including:

- Location with identified or presumed ACMs
- Areas not accessed (specific to the survey)
- ACMs with high material assessment scores
- Clear notes on actions, recommendations and priorities

- Introduction covering the scope of work:

This should explain the scope of the work and the purpose, aims and objectives of the survey. This should contain a description of the nature and age of the building(s) plus construction type.

- General site and survey information:

This should include:

- Name and address of the organisation
- Name of the surveyors
- Name and address of person who commissioned the survey
- Name and address of the premises surveyed
- Member Organisations unique property reference number
- Date of the report and date of the survey
- Description of the areas included in the survey

- Description of any areas excluded in the survey
- Survey method used (HSG264 and/or other documented procedures)
- Type of survey undertaken (management or refurbishment/demolition, including any combination and where they apply in the premises)
- Any variations or deviations from the method
- Agreed exclusions and inaccessible areas (with reasons) specific to the survey
- Survey results (including material assessment results):

The survey results should be summarised in table format and as a set of marked-up plans (site specific diagrams and photographs), showing the location of ACMs and presumed ACMs. The summary table should contain the following information:

- Location of ACMs (identified by room and position)
- Extent of ACMs (area, length, thickness and volume as appropriate)
- Product type (as per HSG264 Appendix 2)
- Level of identification of the ACM (presumed, strongly presumed or identified)
- Asbestos type in the ACM (e.g. Chrysotile, Amosite, Crocidolite)
- For a management survey (and combination, refurbishment and demolition surveys where work is not imminent), the following additional information should be provided:
  - Accessibility of the ACM
  - Amount of damage or deterioration
  - Surface treatment (if any)
  - The material assessment score or category (high, medium, low, or very low)
  - Any actions required from the material assessment

Survey results should be presented in a format as outlined in HSG 264 in conjunction with a marked-up building plan.

Information in the results table should be presented on an individual room basis. Any rooms or areas not accessed and presumed to contain asbestos should be included in the results table. If a priority assessment has been included, the priority scores should be listed, and any actions required highlighted. (Note: the priority assessment should only be carried out in consultation with the Member Organisation or duty holder, who must provide accurate information on all the activities carried out on the premises.)

Where suspect material is proved not to be asbestos, by sampling or other means, this should be recorded in a separate table. This will help in any future debate over the nature of these materials.

- Conclusions and actions:

This should summarise the rooms where asbestos is present and the products/items which contain asbestos, acting as an 'easy guide' to the Member Organisation. It should also contain a list of any actions identified in the material assessment (or the priority assessment if included), and indicate their urgency e.g. immediate, middle, longer-term.

- Bulk analysis results:

This should contain the certificate of analysis showing the results of the samples taken. This data can be listed in an appendix with the following information:

- Name and address of the laboratory carrying out the bulk identification.
- A reference to the method used.
- Laboratory's current UKAS accreditation for bulk asbestos analysis/sampling and accreditation number.
- A table or appendix summarising the results of the bulk analysis including asbestos found or not found and types identified by sample identifier.
- Dates the bulk analysis was carried out and reported by the laboratory.
- Names and signatures of the analyst and any countersigning person.

Photographs should also be included in the report and should be specific to the site and not cloned from other similar sites\areas. Photographs should show the material sampled, its condition, location and surrounding environment. Member Organisations may use photographs provided in the survey report as a benchmark for the comparison of condition over time as well as to identify actual sampling points.

Reports should be presented in a manner or format that can either be uploaded directly into the Member Organisation's management systems, onto an intranet, or in an electronic format that can be lifted or employed to form the asbestos register. All survey report formats shall be presented when required by the Supply Partner(s) as follows: 1 paper copy, 1 electronic copy. Report formats may change dependant on the Member Organisations requirements and will be detailed at Call-Off.

### **Survey Equipment**

Supply Partners should ensure their operatives conducting surveys have the recommended pieces of equipment as stated in HSE guidance, including as a minimum:

- Site Plan
- Logbook, organiser, computer
- Step ladder
- Suitable access equipment, i.e. crawl boards and extendable ladders
- PPE and RPE where identified in risk assessments
- Camera with flash, and preferably with date and number facility
- Torch

- Access keys to rooms and covers
- Screwdrivers.

This list is not exhaustive, and Supply Partners should ensure their operatives always carry relevant equipment.

Should the Supply Partners operatives to be found not to have all required equipment on site whilst conducting surveys, the Member Organisation may suspend work and ensure all equipment is present before work re-commences.

### **Asbestos Management Surveys**

Supply Partner(s) are to conduct Asbestos Management Surveys within properties and premises owned by the Member Organisation, as and when required by the Member Organisation.

The purpose of a management survey is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy; including any foreseeable maintenance and installation work to be carried out within the property, and to assess their condition.

Areas inspected should include those as stated in HSE guidance as a minimum. Each area should be inspected individually, with each component inspected (i.e. walls, floors, ceilings, fixtures and fittings). All non-access areas should be noted, giving reasons for failure to access and detailed as part of the survey. Any presumptions (SP and/or P) made should include reasons for not sampling.

Management surveys should involve only minor intrusive work and minimal disturbance. Management surveys shall be conducted by a minimum of one operative.

Standard timescales for Management Surveys shall be:

- From the issue of the request to survey by the Member Organisation, to the completion of the survey by the Supply Partner(s): 24 hours, 3 working days, or 5 working days.
- From completion of the survey by the Supply Partner(s), to issue of the survey report to the Member Organisation: 5 working days, or 20 working days.

Supply Partner(s) are to note that timescales for response may vary dependant on the Member Organisations requirements and the urgency of the survey and report and will be further determined at Call-Off where applicable.

## Refurbishment and Demolition Surveys

Supply Partner(s) are to conduct Refurbishment and Demolition (R&D) Surveys within properties and premises owned by the Member Organisation, as and when required by the Member.

The purpose of a R&D survey is to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place or in the whole building if demolition is planned. Aggressive inspection techniques will be undertaken by the Supply Partner(s) to lift carpets and tiles, break through walls, ceilings, cladding and partitions, and open up floors. In these situations, relevant controls should be put in place to prevent the spread of debris, which may include asbestos.

The R&D survey will be fully intrusive and involve destructive inspection, as necessary to gain access to all areas including those that may be difficult to reach. Where access has been gained, the Supply Partner(s) must make good anything moved, damaged or removed including any decorating that is required. There should not be any non-access areas due to the intrusive nature of the R&D survey. R&D surveys shall be conducted by a minimum of one operative.

R&D surveys should only be conducted in unoccupied areas to minimise risks to the public or employees on the premises. In those circumstances where the building is still 'occupied' at the time a R&D survey is carried out, the Supply Partner(s) must ensure that there is effective isolation of the survey areas and the surveyed area must be shown to be fit for reoccupation before personnel reoccupy.

Standard timescales for R&D surveys shall be:

- From issue of the request to survey by the Member Organisation, to the completion of the survey by the Supply Partner(s): 24 hours, 3 working days, or 5 working days.
- From completion of the survey by the Supply Partner(s), to issue of the survey report to the Member Organisation: 5 working days, or 20 working days.

Supply Partner(s) are to note that timescales for response may vary dependant on the Member Organisations requirements and the urgency of the survey and report and will be further determined at Call-Off where applicable.

## Combination Management and R&D Surveys

Supply Partner(s) are to conduct combination Management and R&D surveys where properties to be surveyed require elements of each survey type due to the nature of work to be carried out within the properties. This will be where the entire property requires a management survey but there is going to be refurbishment work occurring in a particular area of the house (for example a new bathroom or kitchen to be installed) that will require a R&D survey to take place in advance of the work.

Combination management and R&D surveys will be based on proportions detailed by the Member Organisation at Call-Off, with the R&D element of the survey to be targeted to specific areas of the property as identified by the Member Organisation:

The management survey proportion will be non-intrusive and locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including any foreseeable maintenance and installation work to be carried out within the property, and to assess their condition.

The R&D survey proportion will be intrusive in order to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place.

Standard timescales for combination management and R&D Surveys shall be:

- From the issue of the request to survey by the Member Organisation, to the completion of the survey by the Supply Partner(s): 24 hours, 3 working days or 5 working days.
- From completion of the survey by the Supply Partner(s), to issue of the survey report to the Member Organisation: 5 working days or 20 working days.

Supply Partner(s) are to note that timescales for response may vary dependant on the Member's requirements and the urgency of the survey and report and will be further determined at Call-Off where applicable. There should not be any non-access areas due to the intrusive nature of the Combination Management and R&D Surveys. Combination Management and R&D Surveys shall be conducted by a minimum of two operatives.

### **ACM Re-inspection Surveys**

Supply Partner(s) are to conduct ACM Re-inspection surveys within properties and premises owned by the Member Organisation that have already been surveyed and where ACMs have already been identified, as and when required by the Member.

Supply Partner(s) will only be required to check existing, known or suspected areas of ACMs based on previous surveys and will not be surveying for new ACMs. Any previous areas not accessed on the original survey will require surveying, the original survey information should then be updated, and a new report issued. Supply Partners must ensure priority risk scores are completed for each item.

Supply Partner(s) will typically conduct ACM re-inspection surveys either 6 months or 12 months after the original survey has taken place, as requested and required by the Member Organisation.

## SAMPLING

Sampling is to be carried out by Supply Partner(s) to assist the Member Organisations to manage asbestos in its premises within its legal requirements and responsibilities as the duty holder.

Sampling will be carried out during surveying in order to confirm the location and extent of ACMs within a property. Results from sampling will contribute to the survey to provide sufficient information for the Member Organisation's asbestos registers, management plans and risk assessments.

Supply Partner(s) are to conduct sampling in line with the HSE's guidance contained in the ACoPs, HSG264 and HSG248.

Supply Partner(s) (or their approved nominated sub-contractor), must be accredited to ISO 17025.

### Bulk Sampling

Supply Partner(s) must ensure that areas to be sampled are unoccupied before commencing any works. Supply Partner(s) are to conduct a systematic visual inspection of the areas and rooms in the premises to identify the materials and locations to be selected for sampling. Materials should be inspected for apparent differences and variation in appearance. The visual inspection and checking should include tapping and prodding of each material to allow the sample numbers and locations to be specified. If the surveyor has any doubt regarding cement products having the potential to have greater than 30% water absorption, then discussions with the Member Organisation is required to determine if a water absorption test is required.

Samples of about 3 to 5 cm<sup>2</sup> surface area and through the entire depth of the ACM (including any backing paper), should be taken as standard with them aim of collecting one or more samples which are representative of the whole material. The following sampling ratios and methods should be used as standard; however, the Member Organisation may request variations to these ratios and methods where required at Call-Off.

For all homogeneous manufactured products containing asbestos (e.g. boards, sheets, cement products, textiles, ropes, friction products, plastics and vinyls, mastics, sealant, bitumen roofing felt and gaskets), 1 to 2 samples should be taken as standard. All repaired and replaced materials, subsequent repairs and patching must be sampled in addition to the original items. For gaskets, rope, seals, paper, felt and textiles, the material should be wetted, and samples taken using a sharp knife to cut a representative portion from the material.

For spray coatings, encapsulated sprays and bulk materials where the material appears uniform and consistent, 2 samples should be taken from either end of the

sprayed surface as standard. A surface sample should suffice. Should the installation be greater than 100m<sup>2</sup>, one sample should be taken approximately every 25 to 30m<sup>2</sup>. All repaired and replaced materials, subsequent repairs and patching must be sampled in addition to the original items. If the coating is totally encapsulated it should be pre-injected with liquid around the sampling area, then carefully cut with a sharp knife or scalpel to lift a small flap to obtain a sample. If the spray coating is uncovered, both wetting and shadow vacuuming should be used to reduce airborne emissions.

For pipe/thermal insulation, one sample should be taken per 3m run of pipe with particular attention paid to different layers and functional items (valves etc.). For longer runs of pipes greater than 20m, one sample per 6m should be taken. All pipes should be sampled even when they appear similar. All repaired and replaced materials, subsequent repairs and patching must be sampled in addition to the original items. The area to be sampled should be fully wetted first; injection techniques are recommended. Precautions to avoid the spread of asbestos debris should be taken (e.g. a HEPA vacuum cleaner inlet or plastic bag held just below the area being sampled with plastic sheeting on the floor beneath). Samples must be taken with a core sampler which should penetrate to the full depth of the pipe insulation.

For insulating board/tiles, one sample per room or every 25m<sup>2</sup> should be taken. Ceilings and walls should be thoroughly inspected to check for variation and differences. Where there is evidently more than one type of tile, representative samples of each should be taken. All repaired and replaced materials, subsequent repairs and patching must be sampled in addition to the original items. Materials such as ceiling tiles or wall panels should be inspected for areas of existing damage as a sample can be collected more easily from these areas. Otherwise, a small sample should be taken from a discreet location at the corner or edge of the panel with a sharp knife or chisel blade to level off a sample. The area to be sampled should be wetted before sampling using a hand spray with a suitable wetting agent. For floor and wall coverings, samples should be cut out with a sharp knife, usually taking one sample from tiles of each type or colour present.

For textured coatings, samples should be obtained by carefully prising off flakes of the coating and/or backing material, using a scraper. Asbestos may not be uniformly present in the coating therefore an area of about 3-5cm<sup>2</sup> should be sampled. Operatives must check what the coating has been applied to as this may also require sampling e.g. if it is asbestos insulating board (AIB).

For asbestos cement materials, one sample of each type of sheet or product (e.g. gutters, downpipes etc.), should be taken. For other materials including debris and contamination, 1 or 2 samples from each separate source should be taken. Two samples are recommended if there are more than a few square metres of material. Where possible, a damaged portion of asbestos cement should be sought to remove a small sample. Samples should be at least 5cm<sup>2</sup> and should be obtained using blunt-nosed pliers or a screwdriver blade to remove a small section from an edge or corner.

For other materials, including debris and contamination, where there are distinct types of materials, 1 or 2 samples from each separate source should be taken. Two samples should be taken if there are more than a few square metres of material. Any debris released due to damage to ACMs or poor cleaning after removal of ACMs should be picked up with a smooth pair of tweezers and placed directly into a sealable container or plastic bag. Dust samples should be collected either by turning a sealable plastic bag inside out and wiping it along the surface, before reversing and sealing, or by scraping the dust layer into a pile and transferring into a container.

Supply Partners should ensure their operatives conducting surveys have the recommended pieces of equipment as stated in HSE guidance, including as a minimum:

- Pliers
- Screwdrivers
- Core samplers or cork borers
- Aluminium foil or cloth tape
- Stanley knife with spare blades
- Hand-spray with diluted PVA or surfactant
- Sample bags (polythene self-seal bags)
- Sample point labels
- Type H vacuum
- Asbestos waste bags of the approved type
- Warning signs: 'Asbestos sampling: Keep Clear'
- Wet wipes and tissues
- Polythene sheeting

This list is not exhaustive, and Supply Partners should ensure their operatives always carry relevant equipment.

Should the Supply Partners operatives be found not to have all required equipment on site whilst conducting surveys, the Member Organisation may suspend work and ensure all equipment is present before work re-commences.

All surfaces onto which asbestos debris may fall should be protected with a sheet of impervious material such as polythene to prevent the spread of contamination and for the ease of clean-up. Airborne emissions should be controlled by pre-wetting the material to be sampled with water or a suitable wetting agent. Shadow vacuuming with a Class H (BS EN 60335) vacuum cleaner should be used if wetting is likely to be incomplete or if it is not safe to do so.

All samples must be individually sealed in their own uniquely labelled container, which is then sealed in its own second container or polythene bag. Each sample should be given a unique ID label that allows the sample origin to be traced at a later date. The Supply Partner(s) must ensure that visual records are kept identifying the

location of samples, in the form of either marked up plans and/or photographic records showing the location and extent of the installation, and the spread and condition of debris, if present.

Supply Partner(s) are expected to re-seal the sampling points using an appropriate, long-lasting and effective method that is pre-agreed at Call-Off with the Member Organisation.

### **Sample Analysis**

Sample analysis shall only be carried out by laboratories accredited to ISO 17025. Supply Partner(s) laboratories (or their approved nominated sub-contractor laboratory), should also participate in the Asbestos in Materials Scheme (AIMS) and Regular Interlaboratory Counting Exchange (RICE) Scheme, both of which are overseen by the Health and Safety Laboratory.

All test reports must meet the requirements of ISO 17025 and must state clearly whether or not asbestos was found and give the types of asbestos identified. The certificate of analysis must be included with the survey report or sample results provided to the Member Organisation. The following are standard timescales the Supply Partners shall be expected to meet for delivery of sample analysis results:

- 3 working days from the time of sample delivery
- 5 working days from the time of sample delivery
- 7 working days from the time of sample delivery

Where sample analysis is required by the Member Organisation when there are suspected ACMs in an emergency situation, or as part of non-survey related work (e.g. gas servicing, routine repairs and maintenance on a property, upgrade or works programmes etc.), the Supply Partner(s) shall be expected to meet the following response times for delivery of sample analysis results:

- 4-hours from time of sample delivery, when before 12 noon
- 12-hours from the time of sample delivery, when after 12 noon

Supply Partner(s) are to note that timescales for sample analysis results may vary dependant on the Member Organisation requirements and will be determined at Call-Off.

### **AIR MONITORING**

Air monitoring is to be carried out by Supply Partner(s) to assist the Member Organisations manage asbestos in its premises within its legal requirements and responsibilities as the duty holder, also to ensure the safety of operatives whilst work is being conducted and occupants of the property once work has completed. Air monitoring should be carried out during and after surveying, sampling, removal and

remedial work in order to avoid exposure of operatives or occupants to airborne asbestos contamination.

Supply Partner(s) are to conduct air monitoring in line with the HSEs guidance contained within HSG264 and HSG248.

Supply Partner(s) (or their approved nominated sub-contractor), must be accredited to ISO/IEC 17025.

As part of their UKAS accreditation requirement the Supply Partner(s) will have produced their own documented in-house method for air sampling which should be shared with the Consortium and/or the Member Organisation when required.

Standard timescales for carrying out air testing shall be:

- From the issue of the request to conduct air testing by the Member Organisation, to the completion of the testing by the Supply Partner(s): 24 hours, 3 working days or 5 working days.
- From completion of the testing by the Supply Partner(s), to issue of the results to the Member Organisation: 3 working days, 5 working days or 7 working days.

Supply Partner(s) are to note that timescales for air testing may vary dependant on the Member Organisation requirements and will be determined at Call-Off.

Results should be recorded in a report including the following information:

- The name, address and contact details of the Supply Partner(s) carrying out the work
- The UKAS accreditation mark and number (and any appropriate disclaimer)
- The printed name(s) of the person(s) who carried out the work
- The printed name and signature of the person who authorised the release of the report
- The date the report was authorised for release
- A suitable report identifier or number
- The site location of the air test (e.g. name and address including UPRN)
- The date and type of air test (background, reassurance, leak, personal, site re-occupation)
- The physical position of the air test sample (e.g. the name or the location) to be referenced back to the original data source
- The time air testing started and ended for each period
- The calculated volume of air sampled
- Reference to any specific activities or events taking place during the sampling (e.g. during demolition, immediately after demolition etc.)
- The method of analysis used for each air test sample
- The unique sample number
- The volume of each sample (if not given elsewhere)

- The fibre concentration
- The limit of quantification
- Caveats should be communicated back to the Member Organisation as soon as possible

### Background or Reassurance Air Testing

Background or Reassurance Air Testing will be conducted to establish fibre concentrations before any activity which may lead to airborne asbestos contamination.

During background or reassurance air tests, the distribution of measurement points should cover likely sources of fibre and likely areas of frequent human occupation. To achieve the quantification limit (0.01 f/ml); each measurement must result from a total of at least 480 litres in volume. Fewer measurements may be generated during background and reassurance sampling than for sampling for certificate of reoccupation.

The following recommended flow rates, minimum volumes and graticule areas examined versus the limit of quantification should be used for background or reassurance air testing:

Sampling Rate (litres/minute)	Minimum volume of air to be sampled onto 25mm diameter filter (litres)	Minimum number of graticule areas to be examined	Airborne concentration at the limit of quantification (20 fibres counted) (fibres/millimetres)
1-16	480	200	0.01

### Leak Air Testing

Leak air tests are to be used to measure the airborne fibre concentration outside enclosures to determine whether the integrity of the enclosure is being maintained. This is to ensure the steps taken to prevent the enclosure leaking are and remain effective and is not releasing airborne respirable fibres.

Leak air testing should support the initial smoke test and frequent thorough visual inspections of an enclosure during removal work. A number of sample positions should be used: near the enclosure openings (e.g. near the three stage airlock, where the removal operatives enter and leave the enclosure, and the baglock for where the double bagged asbestos waste leaves the enclosure), near areas where there has been difficulty sealing the enclosure (e.g. pipe or cable penetrations), and near the exhausts of the air extraction system. Paired sampling can be used to shorten the sampling time required to achieve the 480 litre samples.

The following recommended flow rates, minimum volumes and graticule areas examined versus the limit of quantification should be used for leak air testing:

Sampling Rate (litres/minute)	Minimum volume of air to be sampled onto 25mm diameter filter (litres)	Minimum number of graticule areas to be examined	Airborne concentration at the limit of quantification (20 fibres counted) (fibres/millimetres)
1-16	480	200	0.01

### Personal Air Monitoring

Regulation 19 of the Control of Asbestos at Work Regulations 2012 requires the measurement of employee exposure at regular intervals. This type of air monitoring is required to show; control measures are effective and being properly used and that the RPE worn is sufficient to provide adequate protection.

The filter holder should point downwards and be fixed to the upper lapel or shoulder of the workers clothing, as close to the mouth and nose as practicable, preferably within 200mm. Due regard should be given to localised concentrations; in such cases, the sampling head should be positioned on the side expected to give the higher result. If a respirator is worn, the sampling head should be positioned away from the clean air exhaust.

The following recommended flow rates, minimum volumes and graticule areas examined versus the limit of quantification should be used for personal air monitoring:

Personal Sampling	Sampling rate (litres/minute)	Minimum volume of air to be sampled onto 25mm diameter filter (litres)	Minimum number of graticule areas to be examined	Airborne concentration at the limit of quantification (20 fibres counted) (fibres/millimetre)
4-hour control limit	1	240	100	0.04
10-minute control limit	4	40	100	0.24
Assessment of respiratory protection	>0.2-4	40	100	0.24

## Site Re-Occupation Air Testing

Sampling for certification of reoccupation should take place only when the enclosure is dry, and a visual inspection confirms that it is free from debris and dust. Sampling equipment should be distributed throughout the enclosure with at least half the samplers close to or underneath where the asbestos was removed. The sampling heads should be located at a height between 1-2m from the floor and filter holders should point downwards. In tall enclosures, samplers should be placed at representative exposure heights, especially in areas where residual dust may be difficult to detect. There should always be at least two measurements (unless the volume of the enclosure is less than 10m<sup>2</sup>, in which case one measurement is adequate). Each measurement should be based on a sample volume of at least 480 litres.

To ensure that workers, occupants and other members of the public using the area in the future are not exposed to asbestos as a result of ineffective removal and cleaning, disturbance activity should be used. A realistic simulation of possible future activity that may produce high airborne dust and fibre concentrations is the brushing or sweeping of surfaces. Brushing should be carried out in a manner consistent with normal cleaning activities in a building. Brushing should take place in all of the following locations: all surfaces from where the asbestos has been removed, horizontal surfaces where the dust may have settled or collected or where there is suspicion of surface contamination, and surfaces in close proximity to the sampling equipment. These dust-raising activities should be substantial enough to raise fine settled dust (if it is present), from surfaces and should be commensurate with the size of the enclosure. They should take place for duration of at least 1.5 minutes for each measurement point inside the enclosure, near the start of each full hour of sampling, or each time a new filter is used in an area. For larger enclosures there is likely to be more than one person carrying out the dust disturbance work, so the same total surface area will be disturbed but in less time. This means the total time of the disturbance is unlikely to exceed around 10-15 minutes each hour.

## Fibre Counting

Supply Partner(s) are to carry out airborne asbestos fibre counting on behalf of Member Organisations using phase contrast microscopy (PCM).

Supply Partner(s) shall collect a sample by drawing a measured volume of air through a membrane filter by means of a sampling pump. The filter (or part of the filter), is mounted on a microscope slide and rendered transparent ('cleared'). Fibres of appropriate dimensions on a measured area of filter are counted visually using PCM and the number concentration of fibres in the air calculated.

## ADVICE AND GUIDANCE

Supply Partner(s) shall also be able to provide a range of advice and guidance to

Member Organisations related to management of asbestos within their properties as the duty holder on an ad-hoc basis.

#### **4.1.6 KEY PERFORMANCE INDICATORS**

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Surveys completed within timescales - 90%
- Sampling completed within timescales - 90%
- Air monitoring carried out within timescales - 90%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

### **4.2 SUB-LOT 1.2: ASBESTOS REMOVAL AND REMEDIAL SERVICES**

Supply Partners in Sub-Lot 1.2 shall be able to provide a range of asbestos removal and remedial services to assist Member Organisations in complying with all current legislation and regulations regarding asbestos within their properties.

#### **4.2.1 REGULATIONS AND LEGISLATION**

Supply Partners shall undertake all such work to guarantee any services provided for the duration of supply agreements with Member Organisations meets all current (and future), regulations and/or legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- Control of Asbestos Regulations 2012 (CAR2012)
- Asbestos: The Survey Guide – HSG264
- Asbestos: The licenced contractors guide – HSG247
- Asbestos: The analysts guide for sampling, analysis and clearance procedures – HSG248
- Asbestos essentials. A task manual for building, maintenance and allied trades of non-licensed asbestos work – HSG210
- BS 8520-3:2009 Equipment used in the controlled removal of ACMs. Operation, cleaning and maintenance of class H vacuum cleaners. Code of Practice

#### **4.2.2 COMPETENCE**

Supply Partner(s) appointed to Sub-Lot 1.2 (or their approved nominated subcontractor), must be licensed. The licence held by the Supply Partner(s) must be issued by the Asbestos Licensing Unit (ALU). Supply Partner(s) are to provide evidence and documentation of their licence to the Member Organisation or Consortium at any time during the Framework Agreement and Call-Off term.

The Consortium reserves the right throughout the term of the Framework to review the appointment of a Supply Partner on the Framework if the Supply Partner is put into Priority Visit Contractor 'PVC' status by the ALU at any time during the Framework.

In addition to the legally required accreditations, Supply Partner(s) are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

- ISO 9001 Quality Management
- ISO 14001 Environmental Management
- Investors in People
- BS OHSAS 18001 – Occupational Health and Safety Management, or ISO 45001

#### **4.2.3 QUALIFICATIONS, TRAINING AND EXPERIENCE**

Supply Partners must only utilise employees undertaking work under this Framework Agreement who are fully qualified, trained, and experienced appropriate to the work they are undertaking.

In addition to the qualifications, training and experience set out in section 1.19 of the specification, Supply Partners employees providing the services in this Sub-Lot must:

- Hold relevant removal operative, supervisor and management qualifications.
- Have at least 6 months supervised and audited practical experience for the work covered in this Sub-Lot.

#### **4.2.4 TRADE BODIES**

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of the following:

- Asbestos Removal Contractors Association (ARCA)
- Thermal Insulation Contractors Association Asbestos Control and Abatement Division (ACAD)

#### **4.2.5 SCOPE OF WORK AND REQUIREMENTS**

Supply Partner(s) in this Sub-Lot will be providing services to Member Organisations in order to assist them to remove ACMs from within the premises and properties they own manage and carry out remedial work related to this.

Supply Partner(s) must comply with the requirements of all current and subsequent legislation in the Asbestos Regulations and HSE guidance including HSE's Asbestos essentials task sheets relating to non-licensable ACMs. The Supply Partner(s) must also submit form ASB NNLW1 as appropriate.

Supply Partner(s) shall prepare any necessary Risk Assessments, Method Statements or Plans of Work in conjunction with or on behalf of the Member Organisation before commencing any removal or remedial works.

#### **EQUIPMENT**

Supply Partners must ensure that all equipment required is suitable for the works being undertaken and is compliant with any Approved Codes of Practices:

##### **Respiratory Protective Equipment (RPE)**

RPE must be provided to operatives and worn by those operatives where asbestos is likely to be disturbed during the works, which may include inspection, building and dismantling enclosures, working in enclosure, taking bags to skip, surveying and sampling etc.

RPE must be matched to the work, wearer and level of exposure to ACMs. Wearers must be face-fit tested to ensure they have the correct device. RPE should be kept clean, maintained, stored and periodically tested.

##### **Personal Protective Equipment and Clothing (PPE)**

PPE must be provided to operatives and worn by those operatives where there is a likelihood of asbestos contaminating the operative or surveyors clothing including clothing used for transit.

PPE must be worn whenever there is a possibility of contamination with asbestos fibres and can be non-disposable or disposable; disposable PPE should be Type 5 category 3.

##### **Decontamination**

Supply Partner(s) must ensure that all equipment used is appropriately decontaminated while works are in progress and when works are completed. All operatives must follow personal decontamination procedures while on site and upon completion of works.

## Enclosures

Enclosures are required to be put in place where there is a need to control the spread of airborne or surface contamination. Enclosures must be suitable for the works being undertaken. It is a requirement of the Framework that CCTV is installed, which gives a clear picture of the work area as part of the enclosure setup and operation.

## Airlocks and Baglocks

Supply Partner(s) must use airlocks and baglocks where required for the works. These must be of an appropriate size and suitable for the works being undertaken.

## Air Extraction Equipment

Supply Partner(s) must ensure that appropriate air extraction equipment is used during the works which should provide a slight negative pressure and is suitable for the works being undertaken.

Supply Partner(s) are expected to implement future HSE Recommendation regarding the introduction of measurement devices attached to Air Extraction Equipment.

## Barriers and Warning Notices

Supply Partner(s) should make use of appropriate barriers and warning notices on site and on any bagged ACMs.

## LICENSED REMOVAL AND REMEDIAL WORK

The Supply Partner(s) as the licence holder, are required to notify the enforcing authority (either HSE or the local authority), with details of proposed work at least 14 days before it is due to start. The notification will consist of a completed ASB5 form (or equivalent), a suitable and sufficient Plan of Work/Method Statement, equipment specification and copy of the licence.

The following paperwork should be on site for the duration of the programme of works. If original certificates are not available on site, the copies kept on site should be authenticated at a senior management level to provide confirmation of their validity.

Should the Supply Partner(s) be found to not have all the required paperwork on site, as dictated by the type of work, while carrying out removal or remedial work, the Member Organisation may suspend work and ensure that all paperwork is present before work re-commences.

## For Framework and Supply Agreements

- Current asbestos licence
- Plan of Work/Method Statement, including details of any modifications that have been made and notified to the enforcing authority
- ASB5 notification and waiver (where granted)
- Other Risk Assessments (including assessments under the Control of Substances Hazardous to Health Regulations 2002 (COSHH) (as amended) and assessments made under the Management of Health and Safety at Work Regulations 1999)
- Employer's liability compulsory insurance Certificate
- A copy of the company's H&S Policy and standard procedures
- A copy of the waste Carriers License
- Site log

## For Equipment

- Test certificates for NPs and any other plant in use (as appropriate)
- A clearance certificate for the DCU
- Inspection reports for RPE, thorough examination and test plant etc.
- Daily records of checks on enclosure, DCU and air extraction
- Smoke test certificate

## For Supply Partner(s) Employees

- Medical certificates for all personnel working with asbestos
- RPE face-fit records for all personnel working with asbestos. Where several pieces of RPE are in use, face-fit records should be on site for all types
- Training records for all personnel working with asbestos
- Personal monitoring results (if performed)

Supply Partner(s) must ensure that any equipment hired or purchased and used must conform to the relevant publicly available specifications (PASs) for equipment used in work with ACMs: Part 1 (PAS 60/1), Part 2 (PAS 60/2), and Part 3 (PAS 60/3).

## REMOVAL AND DISPOSAL

Supply Partner(s) will be required to conduct non-licensed and licensed asbestos removal and disposal on behalf of Member Organisations, only when requested by the Member Organisation, including:

- Removal of ACMs before the demolition of a building
- Removal of ACMs before maintenance or refurbishment work which may disturb ACMs
- Removal of ACMs which may be damaged
- Removal of ACMs that are vulnerable to damage by normal day to day activities in a building

- Removal of ACMs where a change in the use of a building may make ACMs more prone to damage
- Disposal of ACMs

Supply Partner(s) must ensure safe disposal of ACMs by double-bagging and clearly labelling asbestos waste. Supply Partner(s) must make use of (or be themselves), a licensed waste contractor in order to ensure the safe disposal of any ACMs removed.

## REMEDIAL WORKS

Supply Partner(s) will be required to conduct asbestos remedial work on behalf of Member Organisations, only when requested by the Member Organisation, including:

- Repair of ACMs before maintenance or refurbishment work which may disturb ACMs
- Repair of ACMs which may be damaged
- Repair of ACMs that are vulnerable to damage by normal day to day activities in a building
- Repair of ACMs where a change in the use of a building may make ACMs more prone to damage
- Containment or “boxing-in” of any ACMs
- Sealing of any ACMs
- Other remedial work

## ADVICE AND GUIDANCE

Supply Partner(s) shall also be able to provide a range of advice and guidance to Member Organisations related to management of asbestos within their properties as the duty holder on an ad-hoc basis.

### 4.2.6 KEY PERFORMANCE INDICATORS (KPIs)

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Adherence to the removal and disposal programme of works - 90%
- Adherence to the remedial work programme of works - 90%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

## 4.3 SUB-LOT 1.3: ASBESTOS CONSULTANCY AND TRAINING SERVICES

Supply Partners in Sub-Lot 1.3 shall be able to provide a range of asbestos consultancy and/or training services to assist Member Organisations in complying with all current legislation and regulations in relation to asbestos within their properties.

### 4.3.1 COMPETENCE

Supply Partner(s) appointed to Sub-Lot 1.3 (or their approved nominated sub-contractor), must be accredited to provide training services by either the United Kingdom Asbestos Training Association (UKATA) or Independent Asbestos Training Providers (IATP), or any other subsequent or equivalent accrediting body.

### 4.3.2 QUALIFICATIONS, TRAINING AND EXPERIENCE

Supply Partners must only utilise employees undertaking work under this Framework Agreement who are fully qualified, trained, and experienced appropriate to the work they are undertaking.

In addition to the qualifications, training and experience set out in section 1.19 of the specification, Supply Partners employees providing the services in this Sub-Lot must:

- Be suitably qualified to carry out all aspects of consultancy work. Qualification must be through a UK recognised awarding body and supported by at least 3 years relevant experience in the asbestos industry.
- Be appropriately qualified to provide the following UKATA (or other subsequent or equivalent accrediting body) accredited training courses to Member Organisations staff and operatives:
  - Asbestos Awareness Training
  - Asbestos Awareness Category B Non-Licensed Training

### 4.3.3 TRADE BODIES

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of the following:

- United Kingdom Asbestos Training Association (UKATA)

### 4.3.4 SCOPE OF WORK AND REQUIREMENTS

#### CONSULTANCY

Supply Partner(s) in this Sub-Lot shall be able to provide a range of consultancy services to Member Organisations related to management of asbestos within their properties as the duty holder. These services are intended to assist Member

Organisations in complying with all current asbestos regulations, control risk, maintain industry standards and provide professional expertise.

### **Asbestos Management Plans**

Supply Partner(s) shall assist Member Organisations to prepare or produce on their behalf, an Asbestos Management Plan that sets out in detail how the risks from ACMs in their properties will be managed by the Member Organisation.

Supply Partner(s) will also assist Member Organisations to review and monitor this plan, or review and monitor the plan on behalf of the Member, ensuring that it is kept relevant and up to date with current legislation.

Management plan documentation must be provided to the Member Organisation in a timely manner upon completion. Documentation must be clearly produced and in a format in line with HSE guidance or as defined by the Member Organisation at Call-Off.

### **General and Emergency Advice**

Supply Partner(s) shall respond to a request from the Member Organisation for general advice on asbestos legislation and regulations, management of ACMs within the Member Organisations properties, and other asbestos-related queries, within the given timescales (as a minimum, acknowledgement of the request to be sent to the Member Organisation within 1 working day of receipt).

Supply Partner(s) shall respond to a request from the Member Organisation for asbestos-related advice in the case of an emergency within the given timescales.

Supply Partner(s) are to note that time limits for response for general and emergency advice may vary dependant on the query itself, the Member Organisation's requirement and the nature of the emergency. Member Organisations will determine their timescales at Call-Off.

Member Organisations will be able to submit any request for advice by telephone or email and Supply Partner(s) must respond in the format specified by the Member, either verbally or in writing.

### **Project Management**

Supply Partner(s) shall provide services for the management of asbestos removal projects in a competent capacity. Supply Partner(s) shall manage the removal contractor on site on behalf of Member Organisations. Supply Partner(s) will work with the Member Organisation and the removal contractor to design and implement the way in which asbestos is removed in order to meet the Member's requirements, including vetting and reviewing the removal contractor's method statements.

Supply Partner(s) will arrange site meetings, chair and submit the minutes for these meetings, supervise and audit work to ensure that asbestos is dealt with effectively, safely and economically.

Any documentation produced in relation to project management services must be provided to the Member Organisation in a timely manner upon completion. Documentation must be clearly produced and in a format in line with HSE guidance or as defined by the Member Organisation at Call-Off.

Supply Partner(s) shall provide the services of a suitably qualified and experienced Supervisor and/or Analyst as part of project management services when required by the Member Organisations. This will be detailed at Call-Off if required.

### **Risk Assessments**

Supply Partner(s) shall assist Member Organisations to plan and carry out Risk Assessments, or plan and carry out Risk Assessments on the Member's behalf. Risk assessments will take into account the risks associated with tasks related to the management of ACMs in Member Organisation properties including; surveying, sampling, air monitoring, removal and remedial work.

Risk Assessments will identify the potential hazards related to the type of work, decide who might be harmed and how, take into account what the tenant/resident does in the property, evaluate the risks and decide on precautions, record the findings, and review and update the assessment when necessary.

Risk Assessment documentation must be provided to the Member Organisation in a timely manner upon completion. Documentation must be clearly produced and in a format in line with HSE guidance or as defined by the Member Organisation at Call-Off.

### **Site Audits**

Supply Partner(s) shall provide services for site audits for when work is in progress in order to ensure that health and safety standards are being met, risk assessments are being adhered to etc. Supply Partner(s) will work with the Member Organisation and the removal contractor to ensure that best practice is implemented, and all work is being carried out in line with the correct procedures.

Any documentation produced in relation to site audits must be provided to the Member Organisation in a timely manner upon completion. Documentation must be clearly produced and in a format in line with HSE guidance or as defined by the Member Organisation at Call-Off.

### **Regulatory and Legislative Updates**

Supply Partner(s) shall provide the Member Organisation with quarterly updates to

ensure the Member is kept informed of industry good practice, recent legislative and regulatory changes, and any guidance related to the management of asbestos in Member Organisation properties. The Supply Partner(s) shall also provide an annual update review seminar at the request of the Member Organisation to disseminate any pertinent information, this will be detailed at Call-Off if required.

## **TRAINING**

Supply Partner(s) in this Sub-Lot shall also be able to provide a range of training, which must be UKATA or IATP validated.

Supply Partner(s) are required to provide accredited training courses to Member Organisations staff in order to assist the Member Organisation meet its legal requirements to ensure that any staff or employees, who may come across asbestos in their day to day work, deal with suspected ACMs in their day to day work and may knowingly disturb low risk ACMs.

The training provided will be either initial training or refresher training, dependant on the level of training the Member Organisations staff have already received or require as part of their role.

All initial training should be appropriate and tailored to the work the individual is carrying out.

Refresher training should not be a repeat of the initial training. It should be given at least once a year and be appropriate to the work the individual is carrying out. It should be more frequent for licensable or non-licensable training should work methods change, the type of equipment changes, the type of work changes significantly or gaps in competency are identified.

Supply Partner(s) are expected to tailor refresher training to meet the training needs of the individual(s), taking into account their experience, skills, knowledge, frequency of work and performance.

The duration of the training provided by the Supply Partner(s) should be appropriate to the type of training (e.g. initial training or refresher), the role for which the person is being trained (e.g. operative, supervisor, manager etc.) and the nature of the work being trained for (e.g. gas servicing, routine repairs, electrical work, non-licensable work, ancillary work etc.).

Supply Partner(s) may also be required to provide accredited training courses (initial and refresher), to other partner organisations of the Member Organisation (e.g. gas servicing contractors, kitchen or bathroom installers, electricians etc.).

All training delivered by the Supply Partner(s) shall be delivered in accordance with the Approved Code of Practice L143 'Work with materials containing Asbestos'.

All training delivered by the Supply Partner(s) shall adhere to the core content within the relevant accrediting body's syllabus.

All training delivered by the Supply Partner(s) should be provided by someone who is competent to do so, who has had adequate personal practical experience, and a minimum 3 years' experience working within the asbestos industry, and who has a theoretical knowledge of all relevant aspects of the work being carried out by the Member Organisation.

Supply Partners must ensure their training facilities comply with all relevant Health and Safety regulations, all welfare provisions are met, are suitable for all abilities of delegates undertaking the training and be appropriately equipped.

All training certificates issued by the Supply Partner(s) should be traceable and have a validity of no more than one year. The Member Organisation will carry out checks as may be necessary to establish the authenticity of training certificates.

Certification must be issued by the Supply Partner(s) in a timely manner, up to no more than 30 days following the completion of the training by the trainee. Certification must be issued to the trainee in hard copy or electronically to the name, organisation and address provided by the Member Organisation.

#### **4.3.5 KEY PERFORMANCE INDICATORS (KPIs)**

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Training satisfaction levels - 90%
- Work carried out within agreed timescales - 98%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

### **4.4 SUB-LOT 1.4 ASBESTOS FULLY MANAGED SERVICE**

The requirements of this Sub-Lot are the combination of Sub-Lots 1.1, 1.2, and 1.3 as detailed above.

**Please note, strict adherence to HSG248 is required for a fully managed service and Supply Partners must ensure they do not contravene this guidance (e.g. Supply Partners must use independent surveyors/analysts to their removal services etc.)**

Supply Partners must be able to undertake **ALL** activities detailed within those Sub-Lots either directly or through carefully selected sub-contractors or consortia arrangements.

All sub-contractors or consortia members must adhere to the requirements of the service they are providing as detailed in the specification or Member Organisation individual Call-Off. There must be a single point of contact for managing the performance of the contract if sub-contracting or consortia arrangements are in place.

Consortium Procurement - Specification

## 5.0 LOT 2 LEGIONELLA MANAGEMENT

### BACKGROUND TO LEGIONELLA

Legionella acquired its name after an outbreak in America in 1976 during a Convention of American Legion veterans of a then-unknown "mystery disease". Of 82 Legionaries infected, 29 died and of 38 passers-by, 5 died.

Documented sources of Legionellosis include cooling towers, car washes, swimming pools, domestic water systems and showers, ice making machines, refrigerated cabinets, whirlpool spas, hot springs, fountains, dental equipment, vehicle windshield washer fluid and industrial coolant.

All of those in control of premises, including Local Authorities and registered social landlords, have a duty to manage Legionella. Compliance with relevant health and safety regulations is the sole responsibility of the statutory duty holder (being the person in control of the premises or systems where any relevant risk is present) and is appointed by the Member Organisation.

This LOT has been designed to provide suitably qualified and experienced Supply Partners that can assist duty holders fulfil their legal duties under Health and Safety Act to control Legionella and other waterborne pathogens within their buildings.

### SCOPE OF LOT 2

In addition to the requirements set out in **Section 2 Specific Framework Requirements – Services** of this specification document, the following requirements also apply to this LOT.

The scope of LOT 2 is to assist Member Organisations comply with their legal duties to manage their water systems safely in compliance with the HSE ACOP Publication 8 Legionnaires' disease: the control of legionella bacteria in water systems, and the practices described in the Technical Guidance HSG 274, parts 1,2, and 3.

LOT 2 is broken down into three Sub-Lots and covers a range of legionella management services, including gap analysis, risk assessments, monitoring and routine inspection, analytical microbiological testing, training, and water system maintenance.

Member Organisations may select all or some of these services (for example, may choose consultancy services only or maintenance services only, or may require a combination of the two). Member Organisations will determine their requirements at Call-Off.

- Sub-Lot 2.1: Legionella Consultancy Services
- Sub-Lot 2.2: Legionella Water Quality and System Maintenance Services
- Sub-Lot 2.3: Legionella Fully Managed Service

Supply Partners should note that the systems and equipment installed in Member Organisations asset base varies considerably between sites in their age, type and coverage. Member Organisations may allow Supply Partners to undertake site surveys as part of the Call-Off process.

Supply Partners must be able to provide **all** elements outlined in each of the individual Sub-Lots (as a minimum), and work with Member Organisations to determine their exact requirements.

## **5.1 SUB-LOT 2.1: LEGIONELLA CONSULTANCY SERVICES**

Supply Partners in Sub-Lot 2.1 shall be able to provide a range of consultancy services to Member Organisations to assist them in complying with all current legislation and regulations in relation to the control of legionella and other waterborne pathogens within their properties.

### **5.1.1 REGULATIONS AND LEGISLATION**

The Supply Partner shall undertake all such work to guarantee any services provided for the duration of Supply Agreements with Member Organisations meets all current (and future) regulations and legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- The Water Supply Regulations 2010
- The Water Supply (Water Quality) Regulations 2000
- Water Supply (Water Fittings) Regulations 1999
- The Water Supply (Water Quality) (Amendment) Regulations 2001
- The Private Water Supplies Regulations 2009
- L8: Legionnaires' disease. The control of Legionella bacteria in water systems: Approved Code of Practice. ACOP 8
- HSG274 Legionnaires' disease Technical Guidance, Parts 1, 2 and 3
- HSG179 Managing health and safety in swimming pools
- BS8580-1:2019: Water quality. Risk assessments for Legionella control
- Thermostatic Mixing Valves Manufacturers Association (TMVA) Recommended Code of Practice for safe water temperatures
- BS 7592:2008 Sampling for Legionella bacteria in water systems.
- BS 7942:2011 Thermostatic mixing valves for use in care establishments. Requirements and test methods
- BS8558:2015: Guide to the design, installation testing and maintenance of services supplying water for domestic use within building and their curtilages
- Statutory Instrument 1992 No. 2225, The Notification of Cooling Towers and Evaporative Condensers Regulations 1992
- Health Technical Memorandum 04-01

- CIBSE TM13: 2013 Minimising the risk of Legionnaires' disease
- WMSoc: Guide to Legionella Risk Assessment
- BSRIA Guides: Risk Assessment and producing a specification
- BSRIA: Guide to Legionella Risk Assessment
- HSE/HPA: Management of Spa Pools
- WMSoc Guidance Documents on Other Risk Systems
- BSI Hot and cold-water supply 3rd edition
- PAS 81:2011. Specification for the management of a swimming school
- S.I. No. 248 - Safety, Health and Welfare at Work (Biological Agents) (Amendment) Regulations, 1998 (Amend S.I. No. 146 of 1994)
- Water Byelaws 2000 (Scotland)
- The Control of Legionella a Recommended Code of Conduct for Service Providers

### **5.1.2 COMPETENCE**

Supply Partners must be appropriately competent to carry out the work instructed within this specification, for example demonstrable experience working to ACOPs/Codes of Conduct etc.

### **5.1.3 QUALIFICATIONS, TRAINING AND EXPERIENCE**

Supply Partners must only utilise employees undertaking work under this Framework Agreement who are fully qualified, trained and experienced appropriate to the work they are undertaking, including as a minimum:

- Plumbers – having served an approved apprenticeship and be Time Served, or hold Level 2 SVQ/NVQ, or Level 2 NVQ Diploma in Plumbing, or an equivalent qualification, or be eligible to hold a current SJIB Approved Plumbers Grade Card, or WaterSafe Approved Contractor.
- Legionella Risk Assessor – risk assessment training with WMSoc, or an LCA registered training provider, or City & Guilds.

### **5.1.4 TRADE BODIES**

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of the following:

- Legionella Control Association (LCA) – relevant to the services provided
- The Pool Water Treatment Advisory Group (PWTAG)
- Swimming Pool and Trade Association (SPATA)

### **5.1.5 SCOPE OF WORKS AND REQUIREMENTS**

Supply Partners should work to the current LCA standard for the delivery of consultancy services, and shall provide Member Organisations with a range of consultancy services to ensure their compliance with all relevant Approved Codes of Practice and/or Guidance that will result in compliance with all current (and future)

regulations and legislation, and shall comprise of the following minimum requirements:

### Gap Analysis

Supply Partners are to provide a range of technical expertise and experience related to the control of Legionella and other waterborne pathogens, including an independent balanced review of all Legionella controls and provide a written report detailing all areas of compliance and non-compliance, which may include as appropriate:

- Undertake an audit of all the information, systems, operational structures, processes, procedures, current documentation and registers, Member Organisations resources and current training.
- Carry out interviews of the Member Organisations staff, appointed companies and other consultants.
- Review the Member Organisations risk, assessment and written scheme, appointed company methodology, and results and action taken.
- Produce an audit plan designed to evaluate conformity.
- Produce a written report detailing all areas of compliance and non-compliance:
  - The scope of the report, its objectives and outcomes must be clearly defined and agreed with the Member Organisation prior to commencement.
  - The report should provide prioritised recommendations which clearly relate back to codes of practice and guidance documents pertinent to the system and project in question, which clearly state the benefits of undertaking the action.
  - The report may include recommended legionella control strategies.
  - The report should encompass the areas outlined in the HSE publication *“Control of legionella bacteria in water systems: Audit checklists”* (published 2003), in addition it should encompass a detailed review of the risk assessment, written scheme, certificates and reports and levels of training of the members staff, as well as that of the performance of any incumbent water management company.

Supply Partners may also be expected to:

- Facilitate a pre-meeting with the Member and Water Monitoring/Treatment appointed company.
- Meeting and staff responsible for testing and treatment and water Monitoring/Treatment appointed company.
- Facilitating a closing meeting as required.

### Tender Evaluation

Supply Partners may be required to:

- Offer support and guidance to the Member Organisation in respect of proposed

legionella control programmes and equipment choices.

- Assist the Member Organisation in drafting specifications and other relevant tender documents.
- Reviewing the technical competencies of bidders.

### **Risk Assessments**

The risk assessment shall form the basis of the Legionella Management/Risk Minimisation Scheme describing the particular means by which the risk from exposure to Legionella bacteria is to be controlled. The remedial actions within the Legionella Management Plan/Risk Minimisation Scheme shall be reasonably practicable and prioritised based on risk.

The Supply Partner will provide Written Schemes and Water Safety Plans to the Member Organisation. These plans and risk assessments will cover those systems for which the Supply Partner is contracted to assess. It should state clearly the limitations of the assessment i.e. the systems that are knowingly not included; and a statement that a complete Legionella risk assessment should include the assessment of all systems where water is stored or used in premises controlled in connection with trade business or other undertaking.

Prior to the conduct of on-site risk assessments, Supply Partners will conduct a risk screen in order to prioritise the water systems for detailed risk assessment, to ensure that the potentially highest risk buildings are assessed first.

The Supply Partner will provide support, guidance and advice on the risks of exposure of infectious agents by providing training and advice when changes occur to staff or equipment. Periodic reviews will be conducted of the control measure provided in the risk assessment and method statement.

Supply Partners will periodically audit the chemical usage and provide reports and assistance to the Member Organisation to ensure that the correct usage of chemicals is used.

To support the risk assessments, Supply Partners will provide periodic monitoring of each building's logbook and dosing logbooks, and report on failings and recommend corrective actions as required.

### **Monitoring and Routine Inspection (Review of Control Measures)**

As a minimum, the Supply Partner is required to:

- Manage the logbooks and the condition of the assets required to ensure the control of Legionella and other waterborne pathogens.
- Monitoring of hot and cold-water temperatures in Member Organisations properties.
- Provide advice and assistance to the Member Organisations on:

- Changes to the water system or its use
- Changes to the use of the building in which the water system is installed
- The availability of new information about risks or control measures
- The results of checks indicating that control measures are no longer effective
- Changes to key personnel
- Case of legionnaires' disease/Legionellosis associated with the system
- Other waterborne pathogens
- Review and advise on the provided risk assessment for the Responsible Person, monitor and implement precautionary measures and update the Responsible Person duties as required.
- Monitor the Member Organisations Responsible Person who carries out the written scheme. Ensure that they are competent to do so with sufficient authority, competence and knowledge of the installation. Ensure that all operational procedures are carried out effectively and in a timely way. The Responsible Person for each building shall be properly trained to a level that ensures tasks are carried out in a safe, technically competent manner.
- Advise the Member Organisation periodically of the Responsible Persons capability and undertake adequate training to ensure that the competent person can provide the necessary measures to comply with the law.
- Monitor the implementation of the written scheme; and agree with the Member Organisation on a building-by-building basis the monitoring process.
- Monitor the Responsible Persons record keeping ensuring compliance.
- Review the risk assessment periodically, in case anything has changed.
- Advise and report on documentation and vetting method statements undertaken by the Member Organisation or the incumbent water management Supply Partner(s).
- Ensure COSHH Regulations are followed correctly.
- Monitor the incumbent water treatment company by certifying that the written scheme for the prevention and control of the risk is followed.
- Provide guidance to Member Organisations regarding changes of equipment and/or pipework in relation to the best practices to avoid contamination of legionella and other waterborne pathogens, when changes to the buildings, pipework and water treatment equipment is being considered, or has changed since the last visit.
- Review, prior to work being undertaken, the on-site risk assessments, written schemes and method statements.
- Ensure notifiable items that are required under the Notification of Cooling Towers and Evaporative Condensers Regulations 1992, are correctly registered. Notify on behalf of the Member Organisation in writing with details of 'notifiable devices'.
- Act as the contact and communication point for the Member Organisation and its contracting partners, including other appointed companies and stakeholders.
- Be able to attend site throughout the removal and installation of equipment that is affected directly by the water system or legionella risk equipment. Recommend appropriate controls for the works to prevent contamination of water and persons.

- Be able to undertake supervision of all other key stages of the work, including:
  - Planning: Set up lines of communication and ensure that all those involved are fully aware of the extent and nature of the works involved.
  - On completion of the works, or a particular job, ensure that all relevant certificates and paperwork produced by the Appointed Company are provided to the Member Organisation. Prepare and develop a project completion report and update the Member Organisations legionella logbook.

### **Analytical Microbiological Testing**

This includes the provision of sampling and laboratory analysis services associated with the control of Legionella bacteria, including but not limited to, sample taking, transport, analysis, and reporting of results.

There are four main roles the Supply Partner is responsible for in the delivery of these services:

- Carrying out the sampling and transport to a laboratory (e.g. Technician).
- Carrying out the laboratory analysis of samples related to the detection and control of Legionella bacteria (e.g. Analyst).
- Interpretation and reporting of results to the service user, including detailing the significance of the result and any required corrective actions (e.g. Reporter).
- Production of sampling programmes (e.g. Advisor).

Water samples taken for analysis as part of the legionella control program shall be submitted to laboratories that are as a minimum UKAS 17020 accredited for the analysis suites in question.

Supply Partners shall submit a copy of the laboratories relevant UKAS accreditation certificate(s) to the Responsible Person within the Member Organisation for approval prior to any analysis being undertaken.

The tests required by Member Organisations include the following:

- Legionella specific
- Total viable count (TVC)
- Total coli forms & E-Coli
- Cryptosporidium
- Biocide – Free & Total

In addition, any equipment that can provide bacterial growth shall be able to be analysed and the water treatment managed.

### **Training**

Supply Partners may be required to deliver training, certified where appropriate (for Duty Holders and Responsible Persons), for both staff and technicians on their duties

and responsibilities involved in the management of their water systems. Member Organisations will detail their requirements at Call-Off.

### **Regulatory and Legislative Updates**

Supply Partner(s) shall provide the Member Organisation with regular updates to ensure the Member Organisation is kept informed of industry good practice, recent legislative and regulatory changes, and any guidance related to the management of legionella and other waterborne pathogens. Supply Partner(s) shall also provide an annual update review seminar to the Member Organisation (if requested), to disseminate any pertinent information (Member Organisations will detail this at Call-Off if required).

### **Riddor and Outbreak Event Guidance**

Any serious incidents must be treated as Time is of the Essence.

Supply Partners will provide assistance and representation for events relating to a Member Organisations water system, e.g. RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013), or Legionella outbreaks (two or more events), this will include:

- Liaising with HSE/PHE/CQC
- Provide an incident plan
- Investigation of the failings
- Assist the Member Organisations Duty Holder where applicable to manage the incident until completion, providing guidance and consultancy services
- Provide details of remediation/actions to be taken, actions to be recorded in the Written Scheme of Control
- Provide reassurance water sampling or spot checks on element that created a RIDDOR.

### **Schematic Drawings**

Supply Partners will manage, edit and update schematic diagrams upon request by the Member Organisation, including when parts are temporarily added to their building.

Schematic drawings allow someone unfamiliar with the layout of a system to understand the relative positions and connections of the relevant components quickly. They also help the person who carries out the assessment to decide which parts of the water system pose a risk to those at work or other people.

### **Swimming Pool Water Monitoring and Health and Safety**

Supply Partners will undertake inspections of the water treatment regime as

described in Practice Pool Water Treatment Advisory Group September 2014 - The Management and Treatment of Swimming Pool Water - Code of Practice.

### 5.1.6 KEY PERFORMANCE INDICATORS

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Work carried out within agreed timescales – 98%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

## 5.2 SUB-LOT 2.2: LEGIONELLA WATER QUALITY AND SYSTEM MAINTENANCE SERVICES

Supply Partners in Sub-Lot 2.2 shall be able to provide a range of water quality and system maintenance services to Member Organisations to assist them in complying with all current legislation and regulations in relation to the control of legionella and other waterborne pathogens within their properties.

### 5.2.1 REGULATIONS AND LEGISLATION

The Supply Partner shall undertake all such work to guarantee any services provided for the duration of Supply Agreements with Member Organisations meets all current (and future) regulations and legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- The Water Supply Regulations 2010
- The Water Supply (Water Quality) Regulations 2000
- Water Supply (Water Fittings) Regulations 1999
- The Water Supply (Water Quality) (Amendment) Regulations 2001
- The Private Water Supplies Regulations 2009
- L8: Legionnaires' disease. The control of Legionella bacteria in water systems: Approved Code of Practice. ACOP 8
- HSG274 Legionnaires' disease Technical Guidance, Parts 1, 2 and 3
- HSG179 Managing health and safety in swimming pools
- BS8580-1:2019: Water quality. Risk assessments for Legionella control

- Thermostatic Mixing Valves Manufacturers Association (TMVA) Recommended Code of Practice for safe water temperatures
- BS 7592:2008 Sampling for Legionella bacteria in water systems
- BS 7942:2011 Thermostatic mixing valves for use in care establishments. Requirements and test methods
- BS8558:2015: Guide to the design, installation testing and maintenance of services supplying water for domestic use within building and their curtilages
- Statutory Instrument 1992 No. 2225, The Notification of Cooling Towers and Evaporative Condensers Regulations 1992
- Health Technical Memorandum 04-01
- CIBSE TM13: 2013 Minimising the risk of Legionnaires' disease
- WMSoc: Guide to Legionella Risk Assessment
- BSRIA Guides: Risk Assessment and producing a specification
- BSRIA: Guide to Legionella Risk Assessment
- HSE/HPA: Management of Spa Pools
- WMSoc Guidance Documents on Other Risk Systems
- BSI Hot and cold-water supply 3rd edition
- PAS 81:2011. Specification for the management of a swimming school
- S.I. No. 248 - Safety, Health and Welfare at Work (Biological Agents) (Amendment) Regulations, 1998 (Amend S.I. No. 146 of 1994)
- Water Byelaws 2000 (Scotland)

### 5.2.2 COMPETENCE

Supply Partners must be appropriately competent to carry out the work instructed within this specification, for example demonstrable experience working to ACOPs/Codes of Conduct etc.

### 5.2.3 QUALIFICATIONS, TRAINING AND EXPERIENCE

Supply Partners must only utilise employees undertaking work under this Framework Agreement who are fully qualified, trained and experienced appropriate to the work they are undertaking, including as a minimum:

- Plumbers – having served an approved apprenticeship and be Time Served, or hold Level 2 SVQ/NVQ, or Level 2 NVQ Diploma in Plumbing, or an equivalent qualification, or be eligible to hold a current SJIB Approved Plumbers Grade Card, or WaterSafe Approved Contractor
- Legionella Risk Assessor – risk assessment training with WMSoc, or an LCA registered training provider, or City & Guilds

### 5.2.4 TRADE BODIES

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of the following:

- Legionella Control Association (LCA) – relevant to the services provided

- The Pool Water Treatment Advisory Group (PWTAG)
- Swimming Pool and Trade Association (SPATA)

### 5.2.5 SCOPE OF WORKS AND REQUIREMENTS

Supply Partners should work to the current LCA standard for the delivery of maintenance services, and shall provide Member Organisations with a range of services to ensure their compliance with all relevant Approved Codes of Practice and/or Guidance that will result in compliance with all current (and future) regulations and legislation.

Supply Partners will be expected to service and maintain a variety of systems to manage the risk of legionella contamination, as well as providing protection for corrosion control, scalding, scale, grey water and rainwater harvesting.

Minimum requirements of the Supply Partners are listed below, however this is not exhaustive and Member Organisations may detail at Call-Off additional requirements to assist them in managing their legionella risks.

#### **Water Treatment Programme/Timetable**

Supply Partners are expected to work with the Member Organisation to develop and apply a water treatment programme for the control of legionella bacteria and other waterborne pathogens in water systems, whether by chemical or non-chemical means.

Water treatment programmes may be employed as part of the control scheme on many types of systems including but not limited to:

- Systems containing hot and cold down services and mains water services
- Humidifiers
- Softeners
- Fire and deluge systems
- Vehicle wash systems
- Misting systems
- Water features
- Engineering and machining systems
- Paint preparation systems
- Fume scrubbers
- Hose pipe and sprinkler systems
- Emergency showers
- Closed heating and cooling systems

## **Hot and Cold-Water Monitoring and Inspection Services**

Hot and cold-water monitoring and inspection services must be carried out in accordance with the LCA Standard for the Delivery of Hot and Cold-Water Monitoring and Inspection Services.

### **Temperature Monitoring and Servicing**

Tasks are to be carried out, and at frequencies, in accordance with the written scheme, and may include:

- Check temperature in flow and return at calorifiers
- Check temperature for up to one minute to see if it has recorded 50°C in sentinel hot taps
- Check temperature is below 20°C after running the water for up to two minutes in sentinel cold taps
- Check temperature to TMV with surface probe
- Dismantle, clean and descale shower head and hoses.
- Flush out water storage or expansion vessels in accordance with manufacturer's instructions.
- Service TMVs in accordance with manufacturer's instructions.
- Carry out visual inspection of internal surfaces of calorifier
- Carry out visual inspection of cold-water storage tank
- Provide reports to the Member Organisation detailing any recommendations for remedial action

### **Dosing Unit Monitoring and Servicing**

Tasks are to be carried out, and at frequencies, in accordance with the written scheme, and may include:

- Check dosing equipment is operational and in good working order
- Check all chemical pipework, suction lines, delivery lines and tanks are identifiably marked
- Check pipes are labelled with the direction of flow
- Check all pipes used for pumping chemicals are double sheathed
- Ensure dosing is to the required measure
- Periodically audit the chemical usage and provide reports and assistance to the Member Organisation to ensure the correct chemicals and quantities are used.
- Change dosing units, chemical injectors etc as required
- Dosing equipment failsafe system checks
- Carry out an audit of documentation and records as required

## **Cleaning and Disinfection Services**

Supply Partners will undertake cleaning and disinfection of the water system where required, including taps, pipes, showerheads, water tanks, condensing towers etc.

Cleaning and disinfection tasks must be carried out in accordance with the LCA Standard for the Delivery of Cleaning and Disinfection Services.

Tasks are to be carried out, and at frequencies, in accordance with the written scheme, and may include:

- Notices must be placed on all outlets that have been identified, advising disinfection is being carried out and advising users not to use them
- All test and sampling points must be identified and recorded
- The cold-water storage cistern, ball valve, float and lids must all be thoroughly cleaned removing all silt, scale, etc.
- All internal surfaces to be thoroughly washed with fresh mains water and all wastewater removed using suitable means
- All areas of the cold-water storage cisterns including lids, ball valves, floats, etc. must be sprayed with an active disinfectant solution
- The cold-water storage cistern should be dried and refilled with fresh mains water.

## **TMV Installation and Servicing**

Supply Partners should ensure all valves are installed and serviced as per the manufacturer's instructions. As a minimum, servicing shall include:

- Strip down mixing valve
- Ensure all moving parts operate freely
- Ensure all rust and debris is removed from valve
- Clean interior of mixing valve and all components
- Ensure valves are set at the correct temperatures for their use
- Take a water sample and test from an outlet on each unit

## **Cooling Tower Maintenance**

As a minimum Supply Partners will undertake:

- Deep cleansing, chlorination and disinfection of key parts of the water system
- Undertake condition reports and risk assessments, including before and after photographs
- Provide a certification of chlorination for all works undertaken where applicable

## Air Handling Unit

Supply Partners will provide monitoring, cleaning and analytical results from bacteria and fungi, and maintain controls that prevent legionellosis, bacteria, scale, and corrosion.

Air Handling Units shall be cleaned and disinfected by mechanical and or chemical means, including but not exclusively:

- Ultraviolet Light
- Filters
- Chemical
- Manual Dosing
- Automatic Dosing units
- Condensate tray treatment pads
- Evaporator & coil cleaning chemicals
- New panel and bag filters

## Complete and/or Partial Water System Removal and Renewal

To include the design, supply, installation, refurbishment, commissioning, etc. of any plant and/or equipment associated with the control of legionella bacteria in water systems, including for example; hot and cold water systems, cooling systems or equipment, water treatment plant, filtration equipment or systems, and other plant and equipment that may create a risk of exposure to legionella bacteria.

Supply Partners will be expected to work with Member Organisations to scope out requirements based on property types and usage (i.e. domestic dwelling/care home/swimming pools etc.). Member Organisations will detail this requirement in their Call-Off, and Supply Partners will quote for this work on a case by case basis.

### 5.2.6 KEY PERFORMANCE INDICATORS

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Work carried out within agreed timescales – 98%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

### 5.3 SUB-LOT 2.3 LEGIONELLA FULLY MANAGED SERVICE

The requirements of this Sub-Lot are the combination of Sub-Lots 2.1 and 2.2 as detailed above.

Supply Partners must be able to undertake **ALL** activities detailed within those Sub-Lots either directly or through carefully selected sub-contractors or consortia arrangements. All sub-contractors or consortia members must adhere to the requirements of the service they are providing as detailed in the specification or Member Organisation individual Call-Off. There must be a single point of contact for managing the performance of the contract if sub-contracting or consortia arrangements are in place.

## 6.0 LOT 3: MOULD MANAGEMENT

### BACKGROUND TO MOULD AND DAMP

House indoor mould growth and dust mite populations have increased over the last century, probably due to reduced ventilation levels, increased humidity's, and warmer indoor temperatures in winter months caused by changes in dwelling design and adaptations introduced when houses are renovated.

Both house dust mites and moulds flourish in damp or humid conditions, and their growth is also influenced by temperature. Where relative humidity's are within the optimum range, increasing temperatures results in reduction in dust mite populations. However, where there are high humidity's, outside the optimum range, increasing temperatures can result in increased mite populations and mould growth. Moulds can grow when the indoor relative humidity persistently exceeds 70%.

Mould and fungi spores, and dust mites can have an impact on the physiological, social and mental health wellbeing of individuals, with varying effects on the individual with some cases attributing to deaths.

### SCOPE OF LOT 3

In addition to the requirements set out in **Section 2 Specific Framework Requirements – Services** of this specification document, the following requirements in this section also apply to this LOT.

The scope of LOT 3 is to ensure Member Organisations comply with their statutory and moral duties and obligations with regards to the management of mould and damp within their properties.

LOT 3 is broken down into three Sub-Lots and covers a range of mould and damp inspection, testing/sampling, identification, and remedial services.

Member Organisations may select all or some of these services (for example, may choose testing/identification or remedial works only, or may require a combination of the two). Member Organisations will determine their requirements at Call-Off.

- Sub-Lot 3.1: Mould and Damp Survey and Remediation Services
- Sub-Lot 3.2: Mould and Damp Sampling and Identification
- Sub-Lot 3.3: Mould and Damp Fully Managed Service

Supply Partners should note that the systems and equipment installed in Member Organisations asset base varies considerably between sites in their age, type and coverage. Member Organisations may allow Supply Partners to undertake site surveys as part of the Call-Off process.

Supply Partners must be able to provide all elements outlined in each of the individual Sub-Lots (as a minimum) and work with Member Organisations to determine their exact requirements.

## 6.1 SUB-LOT 3.1: MOULD AND DAMP SURVEY AND REMEDIATION SERVICES

Supply Partners in Sub-Lot 3.1 shall be able to provide a range of mould and damp remediation works to assist Member Organisations in managing mould and damp within their properties.

### 6.1.1 REGULATIONS AND LEGISLATION

Supply Partners shall undertake all such work to guarantee any services provided for the duration of supply agreements with Member Organisations meets all current (and future) regulations and/or legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- Control of Substances Hazardous to Health (COSHH)
- Housing Health and Safety Rating System (HHSRS)
- Ventilation: Approved Document F
- HSE Guidance: Understanding the hazards of nanomaterials
- HSE Guidance: Contractors: roles and responsibilities
- HSE Guidance: EH40/2005 Workplace exposure limits
- HSG173: Monitoring strategies for toxic substances
- BS 12999:2015 Damage Management
- IICRC ANSI S520: Standard and Reference Guide for Professional Mould Remediation
- World Health Organisation (WHO) in their Guidelines on Dampness and Mould 2009

### 6.1.2 COMPETENCE

Supply Partners must be appropriately competent to carry out the work instructed within this specification and are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

- ISO 9001 Quality Management
- BS OHSAS 18001 – Occupational Health and Safety Management, or ISO 45001
- ISO 14001 Environmental Management

### 6.1.3 QUALIFICATIONS, TRAINING AND EXPERIENCE

Supply Partners must be competent by qualifications, education, training and experience in the removal of mould contamination and water damage restoration.

Supply Partners should have a basic knowledge of building science as it applies to moisture intrusion, and should be trained in all relevant aspects of Health and Safety (not limited to, physical, chemical, microbial hazards, as well as RPE and PPE use), Engineering Controls, Containment Methods and appropriate Work Practices.

### 6.1.4 TRADE BODIES

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of at least one of the following:

- The Property Care Association
- Basement Waterproofing Association
- British Structural Waterproofing Association
- Health and Safety Assessment Scheme
- Construction Skills Certification Scheme

### 6.1.5 SCOPE OF WORK AND REQUIREMENTS

The Supply Partner shall provide the Member Organisation with a range of services to assist them in identifying sources of mould and damp growth and provide remediation products/services to return properties to their original design intents, which may include recommendations for (and supply of) mould control products (e.g. ventilation fans).

Mould growth can be defined as follows:

Condition 1: (Normal fungal ecology).

An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of normal fungal ecology for a similar indoor environment.

Condition 2: (settled spores)

An indoor environment that is primarily contaminated that were directly or indirectly dispersed from a Condition 3 area and which may have traces of actual growth.

Condition 3: (Actual growth) An indoor environment contaminated with the presence of actual mould growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Supply Partners are to assist Member Organisations in returning their properties to an ideal state, as detailed in HHSRS, Appendix D.

## Inspection and Surveying: Preliminary Determination

### ***Inspection and Survey***

A documented survey/walk through should be performed which identifies areas and root causes of mould, condensation and damp. The inspection may consider water intrusion, condensation, water staining, structural damage, HVAC operation, odours, construction type, previous repairs, remodelling, changes to use and structural defects.

The survey should include an examination of the affected and surrounding area as well as carrying out a full assessment of the property in order to establish if there are any other risks or problem areas within the building or external factors which would propagate further problems.

Intrusive investigations must be with the prior approval of the Member Organisation only.

Supply Partners are expected to make reasonable enquiries to ascertain relevant background information, which may include a building history which may help develop a building inspection strategy. Any occupant health concerns, or conditions should be determined, as these can play an important part in influencing need for occupant protection.

Supply Partners must have a knowledge of causes and conditions that are ideal to promote mould growth, including but not limited to; background ventilation rates, levels of dampness and humidity, and temperature.

### ***Equipment, Tools and Materials***

When undertaking inspections and surveys Supply Partners should use the appropriate equipment for the work they are undertaking, including:

- Thermo-hygrometer  
Temperature and relative humidity readings should be taken and recorded during the project.
- Probe Type Moisture Sensors  
This is employed to sense levels of elevated moisture. Any contaminants in materials, for example, animal urine, will lead to elevated readings.
- Moisture Meters  
These should be correctly calibrated and employed to measure moisture levels against materials that are considered to have an acceptable moisture level.
- Infra-Red Thermometers and Thermal Imagers  
These are employed to map surface temperatures and may have recording and retrieval capabilities. Operators should receive proper training on their use.

- Structural Cavity Drying Systems

These carry a risk of spreading contamination and these systems should exhaust air through a HEPA (High Efficiency Particulate Air) filter. The cavities should be negatively pressurised reducing the risk of contamination. Any routing of pipework that may pass through an uncontaminated area should take into account the possibility of leakage from the pipe.

#### ***Preliminary Determination***

Supply Partners should develop a preliminary determination which includes the identification of future concerns and any other requirement for additional professional services beyond the capability of the remediator.

Supply Partners should also make reasonable attempts to obtain enough information to predict the approximate extent of concealed growth.

The preliminary determination should include actual known growth, potential growth and known or suspected areas of moisture intrusion.

At this juncture, the preliminary determination of the cause of the contamination should be developed and fully documented in writing, supported by photographs and physical evidence where appropriate. This report must be shared with the Member Organisation before further works are undertaken. The report should differentiate between occupant induced contamination and contamination which is a result of the built environment.

#### **Develop Work Plans, Protocols and Specifications**

Supply Partners are to develop work plans, in conjunction with the Member Organisation where appropriate, which may include the following:

- Containment
- Pressure differentials
- Hazardous or regulated materials
- Health & Safety provisions
- Contaminated material removal and handling
- Disposal
- Detailed cleaning
- Post remediation evaluation
- Any recommended structural/material changes or repairs
- Advise on the most cost-efficient solution

Any solutions offered to the Member Organisation must conform to:

- BS 5250 Code of Practice for Control of Condensation in Buildings
- BS 8102: Code of Practice for Protection of Structures Against Water from the Ground

### **Chemicals: Antimicrobials and Biocides**

Supply Partners should be familiar with the advantages and disadvantages of these solutions and should bear in mind the longevity and effectiveness of such products and balance this with source removal. It is important to note that killing mould and fungal spores do not eliminate allergenic or toxigenic properties.

### **Remediation**

There are five key steps to remediation:

#### **1. Ensure health and safety for employees and occupants**

The over-arching duty is for employers to use the hierarchy of controls to employ engineering controls and practices in preference over PPE and RPE where necessary to protect employees, contractors, inhabitants and the public from the effects of all stages of the remediation process.

Mould and chemical expose can result from:

- Inhalation
- Ingestion
- Contact with mucous membranes
- Skin contact

Formal Risk Assessment:

This should be a documented survey of all the risk elements within the remediation and must identify clear mitigation for all risks, including those posed by any asbestos containing materials (ACM's) along with a COSHH assessment. (Workers, occupants and visitors should all be considered).

The risk assessment should also identify the presence of lead-based paint that will be involved in the renovation process that may become aerosolised and deal with it accordingly. The presence of asbestos or lead takes precedence over mould remediation and they should be addressed as a priority.

#### **2. Document the Conditions and Work Processes**

An assessment should be made before remediation commences. It is at this stage that other professionals may be brought in on the advice of the Member Organisation, e.g. building or occupational health specialists, to identify the types of mould spores present.

The conditions and work processes must be recorded during remediation.

The return of the remediated portion and salvaged contents should be fully documented at the end of the project.

### **Chemicals: Antimicrobials and Biocides:**

Relevant biocide applications should be documented and form part of the remedial log. Before proposing use of any chemicals, Supply Partners must discuss with the

Member Organisation any effects of the chemicals to persons using the premises, in particular in relation to any interactions between the chemicals and persons with medical conditions who may require special precautions.

### ***3. Contamination Control***

The spread of contaminates should be prevented as close to their source as practicable.

### ***4. Contamination Removal***

Physical removal is the primary means of mould and spore elimination.

### ***5. Contamination Prevention***

To prevent recontamination, the moisture problem shall be identified and controlled as soon as practical.

## **Remediation Work**

Supply Partners should have a clear understanding of building systems and their related physical laws in order to remediate a contaminated area and return it to its original design intent.

Walls, floor and ceiling assemblies:

Knowledge of construction of wall, floor and ceiling assemblies and the effect of moisture on materials is important when making drying and remediation decisions. Strength, function, sound transmission and fire ratings should all be taken into account.

Elements of Airflow:

Airflow is a key transport mechanism for moisture, mould spores and dust mites. Caution should be employed when blocking or sealing airflows through planned openings as this may conflict with the design intent of the building.

Moisture Flow Mechanisms:

Understanding the four elements of moisture flow is key to developing a remediation plan after determining where and how moisture enters a building. The elements under consideration are capillary action, bulk liquid flow, air transport and vapour diffusion.

Supply Partners should employ the following work procedures, as a minimum:

### ***Warning Signs and permits***

Appropriate signage and permits are to be in place/displayed during work.

### ***Advice***

Remediation may involve the dispensing of advice. It is important that Supply Partners shall make clear to all those seeking advice that the information given is not to be considered medical advice. Anyone who expresses a health concern should be

directed to qualified medical professionals. The Supply Partners should not give any advice outside of their professional expertise.

### ***Documentation***

Risk assessments and method statements (RAMS) must be produced and followed. These must be made available to the Member Organisations or Consortium on request.

Supply Partners should attempt to document the before and after remediation. This should include written observations, photographs, complete with a time stamp and precise location within the building. It is also important that remediaters maintain a log of all significant communication along with times, dates and who the communication was with.

A document retention programme should be established and maintained which should be available to the Member Organisation or Consortium on request.

### ***Remediation techniques***

Supply Partners should be aware of remediation techniques and their relation to materials abilities to absorb moisture, whether they are porous, semi-porous or non-porous. Supply Partners should also be aware of the ability of materials to support mould growth, and the structural integrity of the material. The remediation technique can depend on exposed substrates or material layers with different properties. Contaminated materials should therefore be carefully evaluated before remediation commences.

Remediation projects are unique, and in certain circumstances, common sense, experience and professional judgement may justify deviation from this specification. Any deviations must be discussed and agreed with the Member Organisation prior to any works being undertaken.

### ***Preliminary Steps***

- Ascertain the site conditions.
- Obtain any documentation describing the extent of contamination.
- Establish a project schedule. This may be done with the Member Organisation.
- Determine what is salvageable and how they are to be handled.
- Protect any contents that cannot be removed.
- Evaluate any HVAC systems to determine the presence of contamination.
- Identify any water intrusion sources.

### ***Prevention of Cross Contamination***

Supply Partners should prevent cross contamination and shall use engineering controls where possible to ensure worker safety.

Isolation:

Isolation of spores can be achieved by sheeting over areas or erecting physical barriers to separate affected from unaffected areas.

#### Containments:

Containments address the release and spread of spores and take the following forms:

- Source Containment: Small visible area or growth are observed.
- Local containment: moderate level of growth is visible or suspected.
- Full scale containment: significant or extensive mould growth is present or suspected.

#### Decontamination Chamber:

This provides egress and exit from the work area and provide a decontamination area for any materials exiting the work area. Decontamination chambers should have a means of maintaining pressure differentials.

#### Containment Maintenance:

Supply Partners should:

- Not disturb contaminates materials until adequate containment is erected and verified.
- Not remove containment until remediation is complete and verified.
- Maintain the integrity of the containment.
- Monitor performance of containment.
- Construct barriers so that if pressure within the containment enclosure is lost containment flaps close.
- Stop work if containment fails.

#### Pressure Differentials:

Containment areas should be negatively pressurised. Generally, when pressure differentials are employed it should be created using a HEPA filter.

In sensitive environments such as healthcare, pressure differentials should be monitored continuously and multiple AFD's (Air filtration devices) used which are on separate electrical circuits where possible.

#### Air Flow and Exchange Rates:

Air exchanges are used to dilute airborne fungal concentrations. Air flow should flow from clean areas to contaminated areas, at a minimum of four exchanges per hour for containment ventilation and dilution.

The Supply Partner should avoid any unintended consequences when managing airflow on remediation.

#### Air Filtration Devices (AFDs):

AFD's can be used as air scrubbers. When employing them as such, care should be taken to avoid positive pressurisation of the contaminated area. Supply Partners should:

- Clean and inspect the AFD's for proper performance prior to use.

- Ensure vent exhaust are from HEPA (High Efficiency Particulate Air) filters.
- Inspect and re-secure all units and containments if there is an unexpected pressure drop.
- Cease work if pressure is lost.
- Maintain the AFD's in line with the manufacturer's recommendations.
- Seal the intake side of an AFD when turned off.
- Clean and dry the exterior of an AFD after use and prior to removal.
- Store the AFD in a dry environment.

**HEPA Vacuums:**

Supply Partners should use HEPA (High Efficiency Particulate Air) vacuums when performing remediation, and should:

- Clean and check for proper performance.
- Check hoses, filter bags etc. if there is a drop-in performance or a bag is changed.
- Service vacuums in the capture zone.
- Thoroughly clean the unit exterior before removal and seal any openings.

**Misting:**

Misting is a method of atomising water or other aqueous solutions for the controlling airborne particulates during remediation when applied in conjunction with other appropriate controls.

**Dehumidification:**

Dehumidification may be required to dry the structure or prevent further growth.

***Containment Set Up***

- Determine the extent of any containment required.
- Verify that any ventilation system is sealed off.
- Erect containment to avoid cross contamination.
- Consider if floors require a polyethylene barrier.
- Be aware that containment barriers can trap moisture themselves.
- Consider and mitigate any damage from the erection of containment barriers.
- Make the containment area big enough for workers to move around in safely and effectively.
- If a decontamination chamber is used, establish an appropriate entry and exit. Consider the addition of Tack mats to limit any tracking into unaffected areas.
- Install containment flaps where necessary to the contamination chamber.
- Establish and maintain negative pressure zones where necessary.
- Add appropriate signage and permits.

***PPE/RPE***

- Wear PPE when working in areas of contamination.
- Carry out a pre use check on RPE and PPE before entry to a contaminated area.

### ***Demolition and Surface Cleaning***

Physically removing mould contamination should be the primary means of remediation where practical. Encapsulation, elimination and inhibiting should only be used if the remediator is confident of their success and permanency.

Antimicrobial coatings and sealants should not create a vapour barrier that can lead to a build-of moisture and lead to further problems. Coatings should be water based and be low odour, and low VOC's and used in accordance with the COSHH assessment.

Mould coatings should only be applied to clean surfaces and should not be used to cover active, viable mould growth. Failure to properly clean and remove mould can permit continued growth under the coating.

Surfaces should be free of any mould, dust or malodours associated with micro-organisms.

NB: If structural components have been compromised then a structural engineer should be consulted in any decisions to remove or alter the components, this must be done with prior approval of the Member Organisation.

Supply Partners should:

- Use appropriate cleaning techniques.
- Minimise dust generation and aerosolization.
- Use procedures which limit dust and spore release by utilising HEPA vacuums and by bagging debris immediately.
- Remove contaminated building materials carefully in as large pieces as possible.
- Set cutting blade depths so they do not penetrate through gypsum board backing paper or any other wall material.
- Clean remaining building interior surfaces and containment surfaces using HEPA vacuuming and damp wiping.

In terms of reoccurrence prevention, the circumstances which instigated or contributed to the growth should be corrected or controlled.

### ***Disposal of Contaminated Material and Clean Up***

#### ***Disposal***

Contaminated waste should be removed from the area to minimise cross contamination or exposure of others.

Contaminated material can usually be disposed of in normal landfills providing they do not contain any other regulated substances, in which case appropriate waste disposal must be utilised and certificates obtained where necessary.

Supply Partners should:

- Handle bagged or wrapped waste carefully.
- Place bagged or wrapped materials in a “reasonably secure” area.
- Clean up as appropriate if a bag bursts inside the building.
- Label bags to discourage others from removing them. Labels should be factual and not overstated or alarming.

***Clean-up***

- Clean up removing all dust and debris employing a HEPA vacuum cleaner and damp wiping.
- Clean from top to bottom and clean from the source of make-up air back to the AFD.

**Post Remedial Evaluation and Verification**

***Evaluation***

This process should be completed to determine whether or not remediation has been completed. The evaluation should involve the implementation of internal quality control procedures. It may include, visual inspection, olfactory evaluation, laser particle counting and moisture measurements.

***Verification***

Following post remediation by the Supply Partner it may be requested by the Member Organisation for an independent verification of the return of the facility to a clean state. The verification may include subjective criteria, such as olfactory testing and visual inspection. Objective criteria may include moisture monitoring, temperature and relative humidity testing and environmental sampling.

It is recommended that verification is finalised by the completion of closing paperwork and the issuing of a completion certificate.

**6.1.6 KEY PERFORMANCE INDICATORS**

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Adherence to the remediation programme of works - 90%

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

## 6.2 SUB LOT 3.2: MOULD AND DAMP SAMPLING AND IDENTIFICATION

Supply Partners in Sub-Lot 3.2 shall be able to provide a range of mould and damp testing/sampling, and identification services to assist Member Organisations in managing mould and damp within their properties.

### 6.2.1 REGULATIONS AND LEGISLATION

Supply Partners shall undertake all such work to guarantee any services provided for the duration of supply agreements with Member Organisations meets all current (and future) regulations and/or legislation. In order to meet this requirement, the Supply Partner will use the latest Approved Codes of Practice and Guidance relating to their service offerings.

In addition to the legislative requirements set out in section 1.12 of the specification, Supply Partners shall carry out their services in accordance with, but not limited to, the following:

- Control of Substances Hazardous to Health (COSHH)
- Housing Health and Safety Rating System (HHSRS)
- Ventilation: Approved Document F
- HSE Guidance: Understanding the hazards of nanomaterials
- HSE Guidance: Contractors: roles and responsibilities
- HSE Guidance: EH40/2005 Workplace exposure limits
- HSG173: Monitoring strategies for toxic substances
- BS 12999:2015 Damage Management
- IICRC ANSI S520: Standard and Reference Guide for Professional Mould Remediation
- World Health Organisation (WHO) in their Guidelines on Dampness and Mould 2009

### 6.2.2 COMPETENCE

Supply Partners must be appropriately competent to carry out the work instructed within this specification and are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

- ISO 9001 Quality Management
- BS OHSAS 18001 – Occupational Health and Safety Management, or ISO 45001
- ISO 14001 Environmental Management

The laboratory facilities used by the Supply Partner(s), or their approved nominated sub-contractor, must be accredited to UKAS.

### 6.2.3 QUALIFICATIONS, TRAINING AND EXPERIENCE

Membership of a professional organisation, for example, the Chartered Institute of Environmental Hygienists/ MCIEH (UK) Chartered Institute Environmental Health is desirable for those making judgements on mould/spore types and sampling.

Supply Partners must be competent by qualifications, education, training and experience in the inspection and identification of mould spores.

Supply Partners should be trained in all relevant aspects of Health and Safety (not limited to, physical, chemical, microbial hazards, as well as RPE and PPE use), Engineering Controls, Containment Methods and appropriate Work Practices.

### 6.2.4 TRADE BODIES

In addition to the trade bodies set out in section 1.17 of the specification, Supply Partner(s) should hold membership of at least one of the following:

- The Property Care Association
- Basement Waterproofing Association
- British Structural Waterproofing Association
- Health and Safety Assessment Scheme
- Construction Skills Certification Scheme

### 6.2.5 SCOPE OF WORK AND REQUIREMENTS

The Supply Partner shall provide the Member Organisation with a range of services to assist them in identifying types of mould within their properties.

#### Sampling

Supply Partners are to carry out sampling to assist the Member Organisation identify the type(s) of mould present within their properties.

Supply Partners are to carry out sampling in line with any current or future guidelines and/or Approved Codes of Practices.

There are several sampling types that can be undertaken:

Type	Result
Culture based	Limited identification of some moulds present. Can provide genus and speciation.
Total Spore Counts	Provides up to 100 times more accuracy than culture based. Identifies both viable and non-viable spores.

PCR-DNA	Complete identification of genus/species of viable and non-viable spores, mycelium and fragments
Infra-Red Gas Chromatography	Detection of VOCs in buildings before visible growth appears.
NAHA	Enzyme based on site quantitative analysis.

Supply Partners should work with Member Organisations to determine the most suitable method for sampling for their requirements.

Where sampling is required by the Member Organisation, the following response times as a minimum should be met:

Emergency – 1 working day to attend site  
 Standard – 3 working days to attend site

Member Organisations may require alternative timescales to those stipulated above and will be detailed at Call-Off if applicable.

### Sample Analysis

Sample analysis should only be carried out by UKAS accredited laboratories.

Analysis results should be reported to the Member Organisation, in a format as requested by them (this may include document uploads directly into the Member Organisations housing management systems) and should include all relevant details, including but not limited to location of mould spores, type(s) of mould spores and quantities.

Standard timescales for sample analysis are:

- from sample taken to sample analysis results 10 working days; and
- from sample analysis results to issue of report to Member Organisation 5 working days

Member Organisations may require alternative timescales to those stipulated above and will be detailed at Call-Off if applicable.

### 6.2.6 KEY PERFORMANCE INDICATORS

In addition to meeting the KPIs as prescribed in section 1.47, the following KPIs are also to be met (per individual supply agreement):

- Adherence to the timescales for samples to be taken - 90%
- Adherence to the timescales for sample analysis results to be returned to Member Organisation - 90%.

Any shortfall in achievement of KPIs must be accompanied by reasons and counter measures to bring the project back on target, at no extra cost to the Member Organisation.

Member Organisations may detail their individual KPI requirements at Call-Off.

### **6.3 SUB LOT 3.3: MOULD AND DAMP FULLY MANAGED SERVICE**

The requirements of this Sub-Lot are the combination of Sub-Lots 3.1 and 3.2 as detailed above.

Supply Partners must be able to undertake **ALL** activities detailed within those Sub-Lots either directly or through carefully selected sub-contractors or consortia arrangements. All sub-contractors or consortia members must adhere to the requirements of the service they are providing as detailed in the specification or Member Organisation individual Call-Off. There must be a single point of contact for managing the performance of the contract if sub-contracting or consortia arrangements are in place.

## 7.0 LOT 4: ASBESTOS, LEGIONELLA AND MOULD FULLY MANAGED SERVICE

The requirements of this LOT are the combination of LOTs 1, 2, and 3 (including all Sub-Lots) as detailed above.

Supply Partners must be able to undertake **ALL** activities detailed within those LOTs/Sub-Lots either directly or through carefully selected sub-contractors or consortia arrangements. All sub-contractors or consortia members must adhere to the requirements of the service they are providing as detailed in the specification or Member Organisation individual Call-Off. There must be a single point of contact for managing the performance of the contract if sub-contracting or consortia arrangements are in place.

**Please note, strict adherence to HSG248 is required for a fully managed service and Supply Partners must ensure they do not contravene this guidance (e.g. Supply Partners must use independent surveyors/analysts to their removal services etc.)**