



Appendix A

Works Specification

For

Provision of
Planned Preventative Maintenance
and Statutory Compliance

March 2025

SUMMARY OF REQUIREMENTS

1.0 General Information

- 1.1 This Service Specification sets out the Buyer standards and requirements to be performed by the Supplier at the Academy Sites in the course of their contract and shall be read in association with the Contract and all other schedules and documents that are comprised within the Contract.
- 1.2 Where ambiguities or anomalies are found or where the requirements listed here differ from requirements in the Contract or other schedules then the parties acting reasonably will agree an approach to resolve any conflict by adopting industry best practice.
- 1.3 The Supplier shall note that all Schedules and Appendices shall be considered in respect to this Contract and that the Supplier is deemed to have included in his price for any and all information contained in these documents whether it is copied and repeated across all documents or not.
- 1.4 All the Sites at which the Supplier shall deliver services is listed in **Appendix C** – Academy Address list.
- 1.5 The register of equipment/plant identified within this tender will detail the assets that are required to be maintained to ensure that the plant and systems will operate with minimum trouble and maximum efficiency.

Under this Contract the Supplier shall be responsible for:

1. Undertaking commissioning activities including the checking of equipment and site asset registers provided by the Buyer.
2. Undertaking on-site asset tagging (either bar code or Unique reference Number tags) to all assets listed in Appendix D- Schedule of Equipment .
3. Routine inspection and maintenance of all mechanical, electrical, controls, fire and other specialist and public health equipment and engineering assets as detailed within the specification
4. First-line response to emergencies, troubleshooting and pre-agreed critical alarms.
5. Ensuring compliance with statutory, legislative and industry requirements for services installations.
6. Purchase of engineering assets and equipment as directed and authorised (spares and materials, Buyer requested items, replacement of minor and major assets) by the Buyer.
7. Installation of engineering assets and equipment (as required including response to requests). as directed and authorised by the Buyer.
8. Procurement and management of nominated Sub-Contractors with Buyer approval
8. Supervision and control of specialist service providers.
9. Supervision and control of domestic Sub-Contractors
10. Preparation of annual planned maintenance programmes and the delivery thereof.
11. Compiling, recording and placing all service information including certificates, service schedules, work sheets, images, marked up floor plans onto the Supplier CAFM system
12. Ensuring all Supplier engineers and Sub-Contractor engineers complete all works via the Supplier CAFM system whilst on site or at the earliest opportunity and no later than the 5th working day after the works have been completed. The contractor must identify areas where the PPM specification is not compliant with legislation and report this to the client.
13. Providing a Helpdesk facility to support the delivery of unplanned work and attendances throughout the Contract on a 24/7 basis including holidays.
14. Prepare and issue annual PPM plan and programme for each Academy within the Contract.
15. Preparation of reports on the progress of maintenance and statutory compliance activities in a format to be proposed by the Buyer and all in accordance with the Performance requirements set out in this Specification.

16. Providing assurance to the Buyer that all Sub-Contractors employees are qualified and competent to carry out the specific activity or activities detailed. Including where requested to demonstrate professional and trade membership as required.

2.0 Buyer Auditor

2.1 The Supplier shall note that the Buyer has the right under this specification to commission support from a third party to act as the Buyer Auditor to carry out the following activities:

- Support the Buyer with procurement activity to put in place the service required.
- Support the Buyer with concluding the current services from the incumbent service supplier
- Support the Buyer with managing and signing off the commissioning phase of work
- Support the Buyer and agree PPM and compliance testing schedule at each academy for the first 12 months of contract service.
- Manage the delivery of quarterly reporting and contract performance KPI scoring

2.2 The Supplier shall note that the Buyer Auditor shall have permission from the Buyer to inspect, review and ensure compliance with the provisions as set out in this Contract on behalf of the Buyer.

2.3 The Supplier shall note that the cost of Buyer Auditor support where preparing and progressing a Service Improvement Plan is deemed required due to Supplier non-performance shall be at their expense and the Buyer will recover any monies as set out in Appendix A to this Specification. Buyer and Trust Auditor acting reasonably.

COMMISSIONING AND MOBILISATION

3.0 General

3.01 The Supplier shall note that this Commissioning and Mobilisation phase shall commence at contract award and shall continue for a period of six months.

The Supplier shall deliver the requirements of this Commissioning and Mobilisation phase in line with the time limits set out in clause 3.01.

- 3.02 The Supplier shall note that all Buyer Requirements under this (3.0 Commissioning and Mobilisation) phase shall be completed with the timeframe set out in 3.01. Failure to achieve full compliance as set out below within the timescale will be considered a non-compliance with the Contract requirements and the Supplier shall meet all Buyer Costs in completing this Phase on their behalf.
- 3.03 Note that a minimum of two weeks notification will be required in order to visit an Academy site in order to undertake asset register validation and condition inspection.

Validating Academy Asset Registers

- 3.1.2 The Supplier shall undertake an asset validation and condition survey for all assets at each Academy site including off site locations where these are under the control at that Academy. Where sites and building equipment asset registers currently exist, the Supplier will be required to undertake a complete assessment to identify gaps and any building services systems or equipment that is missing from the existing schedule.
- 3.1.3 Where installed plant or equipment is subject to inspection, the Supplier shall report incidences of plant failure, poor quality, installation and/ or poor condition requiring immediate replacement and/or remedial works to the Buyer as part of this commissioning process and update within the Supplier CAFM system. If the Supplier finds any plant, machinery and/or equipment that is either dangerous or not installed correctly or there are any other safety or workmanship concerns the contractor must notify the Buyer immediately.
- 3.1.4 The Supplier shall alter/add/delete/change each Asset Register as required. The Supplier shall confirm and/or prepare or amend an asset register for each site that will include as a minimum;
1. asset identifier (Unique reference number or bar code)
 2. location
 3. asset item description
 4. the manufacturer's/supplier's name and contact details
 5. model description/type
 6. serial number
 7. rating, capacity, or certified performance data
 8. date of installation
 9. condition
 10. criticality or factor relating the asset's importance in relation to the system/building function
 11. estimated economic life.
 12. certificates of conformity, compliance, and regulatory information
 13. Equipment installed that is not recommended or of poor condition

All additions/deletion/changes will be reviewed and accepted by the Buyer as part of this commissioning and mobilisation phase.

- 3.1.5 The Supplier shall tag all assets on site with either a barcode or unique reference number. Assets within an external environment or subject to weather are to have a suitable label protection. All assets so tagged shall be individually recognised on the Supplier CAFM system.
- 3.1.6 The Supplier shall provide a schedule of site visits for agreement with the Buyer in order that academies are informed, and access can be arranged. A minimum of two-week notification will be required to visit and obtain access to an academy

3.2 Preparing PPM maintenance Schedules

- 3.2.1 The Supplier shall undertake an inspection of each site for the purposes of assessment, collection information and inspection of existing operation and maintenance schedules.
- 3.2.2 All maintenance schedules shall be prepared in accordance with relevant legislation unless directed by the Buyer as set out in the **Pricing Appendix E** and issued and loaded onto the Supplier CAFM system.
- 3.2.3 The Buyer accepts no responsibility for the accuracy of the Operation and Maintenance manuals, and it is the responsibility of the Supplier to ensure they make themselves aware of all plant and equipment required to meet current legislation and maintain and service at each Academy.
- 3.2.4 The Supplier shall identify any additional access costs required to undertake the services as set out in this specification during the validation survey.

3.3 Supplier CAFM system - (optional-please state in your return if you have CAFM)

- 3.3.1 The Supplier shall upload all documentation to their CAFM system and undertake a test upload of the following:
 - PPM Planner

- Certification document
- Work Service sheet example
- Image of asset
- Floor Plan
- Academy Asset Register

3.3.2 The Supplier shall undertake validation testing to ensure that Helpdesk requests and records can be accessed on their CAFM system as real time information by Buyer site teams.

3.3.3 The Supplier shall note that they will email all PPM reports and remedial/reactive maintenance reports or quotations directly to Buyer site teams.

3.4 Service Price reconciliation

3.4.1 Within the final 14 calendar days of completion of the Mobilisation and Commissioning phase the Supplier shall present any PPM price amendment to the Buyer for review and agreement.

3.4.2 The Supplier shall present any price variation on the PPM tab as set out in the Appendix C- Pricing Schedule and the revised total for PPM works shall be entered into the Collection Summary. No other changes to the Pricing Schedule shall be allowed.

3.4.3 The Supplier shall demonstrate to the Buyer that any price adjustment will be calculated in accordance with their tendered price.

3.6 Completion of Mobilisation and Commissioning Phase

3.6.1 Upon notification by the Supplier the Buyer Auditor will inspect and approve the completion of all requirements as set out in this 3.0 Commissioning and Mobilisation.

3.6.2 The Supplier shall note that this commissioning period shall be completed on the satisfaction of the Buyer or Trust Auditor review (where appointed) of all Supplier proposals for the delivery of this Specification.

- 3.6.3 Not later than two (2) working weeks prior to the completion of each part of this Mobilisation and Commissioning phase the Buyer will set out and identify any works not undertaken or satisfactorily completed during this Mobilisation and Commissioning phase and the Supplier will confirm resources to complete outstanding work prior to the Service Delivery commencement date.
- 3.6.4 Where the Supplier fails to undertake all requirements of this Commissioning and Mobilisation phase to the satisfaction of the Buyer (Buyer acting reasonably) and/or has not completed any outstanding work as set out in 3.6.3 then the Buyer shall undertake to complete the outstanding/remedial work to complete this phase and such costs shall be borne by the Supplier.
- 3.6.5 Where the Supplier has delivered a successful Commissioning and Mobilisation process and received a certificate of acceptance by the Buyer or Buyer Auditor (where appointed) then they shall be entitled to the full amount of Commissioning and Mobilisation phase payment as tendered in the Price Schedule.
- 3.6.6 Where the Supplier has been unsuccessful in receiving a certificate from the Buyer or Buyer Auditor (where appointed) for any Academy site then the Supplier shall not be entitled to claim payment for that Academy site until such time as the Academy site is re-inspected and the Buyer or Buyer Auditor (where appointed) issues a certificate of acceptance unless the Buyer has stepped in to complete the work and in that case the provision in 3.6.4 will apply.

SERVICE DELIVERY

4.0 Planned maintenance of equipment, plant, machinery, and installed services

- 4.1 The Supplier shall note that this Service Delivery phase shall commence on successful completion of Commissioning and Mobilisation for each of the three parts set out in Clause 3.01 and shall continue for the remainder of the Contract or such time that is determined by the Buyer in accordance with the Contract.
- 4.2 The Supplier shall maintain all mechanical, electrical, and public health plant and equipment in accordance with legislation or equivalent as detailed by the Buyer for carrying out maintenance and the maintenance scheduling requirements agreed between the Supplier and the Academy, ensuring:

1. Reliability in use is achieved together with optimum efficiency and operating life
2. Installations operate in accordance with manufacturer's recommendations, operation and maintenance manuals and commissioning criteria
3. Plant and Equipment down time is minimised and interference with the running of the site is minimised
4. The Academy site environment is maintained within the building design criteria
5. All Plant and Equipment are maintained in a safe condition
6. Installations whose purpose (either in whole or in part) is to protect life or prevent loss are fully functional at all times
7. Ensures compliance with all relevant standards, legislation, and Industry recommendations
8. Ensures asset protection
9. All maintenance and compliance inspection work to be recorded within the Supplier CAFM system to confirm all works have been carried out to the legislative standards as detailed within the task list on the CAFM system.

4.3 The Supplier shall note that the systems and installations are included in this Contract are found in Appendix B – PPM Schedule and the Pricing schedule Appendix E.

4.5 The Supplier shall note that the Buyer will identify any changes to the fixed annual PPM requirements one month prior to the annual Service Delivery start date anniversary and any changes in Price that will be required shall be agreed between the Buyer and Supplier within this period so that the revised annual PPM Price commences on the annual Service Delivery date.

5.0 Workmanship

5.1 All operations, materials and work shall comply with relevant standards, statutes, Codes of Practice, and industry guidance notes. The Supplier shall only employ competent and fully trained operating and maintenance staff for the execution of the works.

5.2 The Supplier shall maintain all plant, tools and equipment required for the operations within the building in accordance with all relevant Health and Safety guidance notes and safe working

practices and industry best practice. All test equipment shall be calibrated where necessary and indicated thus.

- 5.3 The Supplier shall be responsible for planning work to the plant and equipment making due allowance for lead-in times for spares/consumables. In undertaking the work, the Supplier shall note the following conventions:

5.3.1 Inspection

5.3.1.1 Inspection forms the foundation of good maintenance. Its purpose is to anticipate trouble and faults before they occur so that the necessary action can be taken to prevent a system breakdown.

5.3.1.2 As well as the specific items on the schedules, inspection should also include as a matter of course, the noting of any visible, audible, or tactile changes in the plant and equipment. Any changes in the normal state of plant should be noted, no matter how trivial it might appear at the time.

5.3.1.3 Changes in noise levels (up or down), new noises, changes in vibrations, temperature variations, new accumulations of dirt or staining, etc. should be monitored and investigated.

5.3.2 Lubrication

5.3.2.1 Regular lubrication should be carried out to ensure maximum service from plant. Neglect of lubrication will result in the foreshortening of bearing and plant life and ultimately can lead to plant failure.

5.3.2.2 The right lubricants must always be used for the job they have to do and that they are suitable for the temperature and loads to which they will be subjected.

5.3.2.3 Fresh lubricants must always be used, never re-use old lubricants drained from gearboxes, etc. Even for the purposes of light oiling.

- 5.3.2.4 Oil and grease must always be used sparingly. Over oiling or over greasing can lead to overheating, damage to seals and general unnecessary accumulation of dirt.

5.3.3 Adjustment

- 5.3.3.1 With constant usage, tolerances are bound to vary outside their normal limits. Belts will stretch, bearings will wear, springs will weaken, etc. It is therefore necessary to make periodic adjustments to compensate for wear and ageing factors.

5.3.4 Replacement

- 5.3.4.1 Any working part has a limited life. As its age increases, so does the probability that it will fail. A failure caused through age and fatigue is usually a sudden occurrence, with no warning signs prior to failure. Supplier to advise any remedial works necessary in order to ensure that the maintenance is preventative in line with Buyer policy.
- 5.3.4.2 The Supplier shall notify the Academy Authorised Officer of any requirement to replace parts above a value of £250 (Materials and labour installation cost). Upon approval from the Authorised Officer then the Supplier shall proceed to replace notified parts in accordance with the requirements of this contract.
- 5.3.4.3 This policy will prevent to a large extent, sudden failures and the damage and inconvenience they can cause.

5.3.5 Overhaul

- 5.3.5.1 The prime purpose of an overhaul is to return the plant to an 'as new' condition. Care should be taken when stripping down and re-assembling and any suspect parts should be replaced.

- 5.4 The Supplier shall undertake maintenance frequencies in line with legislation unless directed by the Buyer or to comply with Legislation or equipment warranties
- 5.5 Good maintenance can only prevail in clean conditions. All plant and equipment and areas in which they are housed should be kept clean. The Supplier is to remove all rubbish, discarded packaging and redundant items following completion of each site visit to the satisfaction of the Buyer.
- 5.6 The Supplier shall ensure each engineer / Sub-Contractor completes the CAFM system information whilst on site or at the earliest opportunity and no later than the 5 working days for all works covering but not limited to: confirmation of all tasks set out complete, additional works and plant/equipment installed, any additional remedial works and/or shut down of any plant, photos taken of any works carried out.
- 5.7 The Supplier shall (where feasible) group assets together for compliance and maintenance activities in particular where a task is undertaken at the same frequency and with the same skill set such as Gas boilers and Flues or electrical DB boards and Main switch gear. To provide efficiencies and better control of activity.
- 5.8 The Supplier shall arrange for planned maintenance and compliance activities to be carried out with minimum disruption to educational activities and where possible arrange activities that sit at 6 monthly or annual frequency are planned during school holidays.

6.0 Supplier's Responsibilities

- 6.1 The Supplier shall be responsible for the maintenance of each and every plant item in accordance with legislation, building operating maintenance manuals, industry best practice and legislation. Each item shall be inspected, cleaned, serviced, adjusted and calibrated as necessary and also tested for optimum performance.
- 6.2 In relation to the services carried out by the Supplier on behalf of Academy the Supplier assumes the role of competent person as defined by the Health and Safety Executive (HSE). The Supplier is deemed to be an expert in relation to statutory building requirements in education buildings and under the terms of this contract is required to provide advice and guidance on such matters as necessary.
- 6.3 The Supplier is to use their CAFM system to record and manage all Service Delivery requirements under this Contract. All maintenance tasks to be completed within the system and all tasks recorded on the CAFM system whilst on site or at the earliest opportunity and no

later than 5 working days. Certificates and any additional documentation is to be uploaded to the system by Supplier's staff within 5 days of completion of visit. The Supplier shall note that they are deemed to have allowed for adequate administration support within the Priced Tender to undertake this requirement.

- 6.4 The Supplier shall (in addition to 6.3) email all PPM reports and reactive maintenance reports and quotations to Buyer estates team staff.
- 6.5 The Supplier shall be responsible for updating each and every Academy Asset Register to record any new assets either provided by themselves or notified by the Buyer. Each new asset shall be identified with a UPRN or bar code and tagged on site in accordance with the requirements set out in 3.1.5 (Commissioning and Mobilisation)
- 6.6 Any replacement of assets to the Academy are required to be supplied with a minimum 6 month manufacturer's warranty.
- 6.7 It must be noted that the maintenance is carried out with no disruption to the full operation of the Academy Site.
- 6.8 Supplier to acknowledge Academy Site Managers at smaller sites work split shifts therefore ALL appointments are to be pre-booked.
- 6.9 In accordance with the H&S at work act etc. 1974 the Supplier will be responsible for ensuring all RAMS, insurances and due-diligence checks are carried and copies of documents shared with the Buyer and its academies where appropriate.
- 6.10 In accordance with the COSHH Regulations 2002 (as amended) the Supplier will supply a copy of the data hazard sheet (where applicable) to support all substances supplied in delivering this Service Specification.

7.0 Suppliers Employees

- 7.1 All Suppliers employees (and for the benefit of doubt all Sub-Contractors engaged upon or in connection with the provision of operation, maintenance, repairs, and compliance services) shall be suitably experienced and competent in the particular role and capacity in which they

are involved and shall be conversant with the particular equipment or systems which they are required to be operated, maintained, repaired or tested. The Buyer at their discretion may request evidence of qualifications and trade membership at any time during the Contract for any Supplier or Sub-Contractor employee.

7.2 The Supplier shall organise, schedule and control specialist maintenance works and shall provide all necessary attendance that may be required. Such specialist firms shall be engaged by the Supplier and shall comply with the requirements set out in this Service Specification. The Supplier shall identify all Sub-Contractors that will be engaged in the works within the Pricing Schedule as part of this contract. The Supplier shall also provide their process to engage suitably qualified Sub-Contractors.

7.3 All Suppliers employees and Sub-Contractors employees that will be in attendance to the sites must be subjected to an Enhanced Disclosure and Barring Service (EDBS) check in accordance with Buyer requirements and should not be in attendance to any sites until checks have been completed. The Buyer will not be responsible for the costs associated with Supplier staff and Sub-Contractors who are refused permission to attend an Academy site where Enhanced DBS checks have not been undertaken or the employees or Sub-Contractors in question have failed such tests. The Academy Safeguarding Policy document forms part of the tender and contract documentation.

7.4 An initial list of staff on commencement of contract who will visit Sites on a regular basis is to be provided to the Buyer within 30 days of contract start date, together with EDBS numbers, and updated on a monthly basis and prior to personnel attending site for the duration of the Contract. All Suppliers must have a current EDBS certificate and ID to be able to attend site at all times.

7.5 All Suppliers employees and Sub-Contractor representatives are to report to the respective Academy Site main reception upon commencement of the work and agree to abide by the Academy's health and safety policy and internal safeguarding guidelines. **Photo ID will be required to attend sites.**

8.0 Supplier helpdesk data

8.1 The Supplier shall provide an all year-round 24-hour Helpdesk facility within his tendered Price to receive calls from the Buyer and Academy Representatives in accordance with the Reactive maintenance call out procedures set out in this specification.

- 8.2 The Supplier shall be deemed to have included administration support in their tendered Price to transfer all helpdesk calls data received onto the Supplier CAFM system.

9.0 Maintenance Programme and Works Information

- 9.1 The Supplier shall provide detailed Management information via their CAFM system in accordance with the agreed programme. As a minimum (but not exclusively limited to) this shall include the following:

1. Service Check Lists within an online platform for every plant element listing the maintenance tasks to be performed
2. Annual Maintenance Programme detailing the frequency and period when maintenance will be carried out to each item of equipment/service, taking account of any seasonal requirements.
3. An online system for recording and authenticating details of work conducted additional to contract (i.e. emergency call-outs and variations).
4. Online platform to record all maintenance activities/tests/requirements and the use by the Supplier and for checking purposes by the Academy.
5. Plant history reports (within the system and/or on site) for works completed against each item of plant indicating for example time taken, costs and any additional comments.

10.0 Reactive Maintenance Response

- 10.1 The Supplier shall provide a reactive maintenance response service for mechanical, electrical, and public health plant, equipment and installations where requested by Academy and shall perform to the response priorities stated in the table to this clause 10.1.

Priority	Status	Required Response Time	Definition	Possible Scenarios
1	Emergency	2 hours	Health and Safety issues constituting a clear and imminent risk of injury to persons and/or breakdown of standing systems and/or critical systems	1. Issues associated with gas systems and leaks 2. Electrical Failure

			resulting in Academy closure e.g. boiler.	
2	Urgent	24 hours	Failure affecting beneficial occupancy or potential hazard. Where failure has the potential to adversely affect the Academy during normal daily teaching, or may cause rapid deterioration of the site or a service which may be potentially dangerous or injurious to health. Events that potentially affect occupant or operational effectiveness.	1.Failures in heating and cooling systems 2.Failure of the supply of potable (drinking) water 3.Failure of sewage systems resulting in the prohibition of use of toilet and other welfare facilities 4.Failures or faults within electrical supply systems which have the potential to result in harm (including electrocution) 5.Failure of electricity supply
3	Standard	Next PPM Inspection date	Non-urgent failure that can be programmed for Suppliers next visit to remediate or undertake repair.	
4	Planned	Agreed with Academy	Items requiring attention that require close down of plant or equipment or jobs requiring further investigation or deferred to Planned Preventative Maintenance Schedule.	

10.2 Requests for reactive maintenance will be received from the Buyer or Academy site staff or other designated member of the Academy at any time.

1.1 Where requested to attend to undertake repairs and services in respect to this clause 10.0 the Supplier shall provide all information including cost of parts and consumables and timesheets for operatives in line with reporting requirements contained in this specification.

- 1.2 For work undertaken in respect to Priority 1 and 2 the Supplier shall be reimbursed at the agreed rates as set out for named trades/disciplines reactive attendance in the **Price Appendix E** unless that attendance is subject to a specialist resource and the Supplier shall advise the cost of such attendance to the Buyer.
- 1.3 For work undertaken to Priority 3 and 4 the Supplier shall be reimbursed as follows:
 - 1.3.1 Agreed fixed price from Supplier
 - 1.3.2 A tendered price from the Supplier having received an invitation to price from the Buyer subject to internal finance threshold levels.
- 1.4 The Supplier shall be in attendance within 2 hours of notification by the Buyer or Academy site staff for the purposes of carrying out Emergency work to make safe any breakdown or leakage of the installations during normal working hours as a Priority 1 event.
- 1.5 The Supplier shall be in attendance within 24 hours of notification by the Buyer or Academy site staff for the purposes of carrying out Urgent work to make safe any breakdown or leakage of the installations during normal working hours as a Priority 2 event.
- 10.8 In respect to a Priority 1 or Priority 2 event only those Supplier staff familiar with the contents, layout and Academy Site procedures for the Contract Sites are to be deployed.
- 10.9 In respect to quotations for remedial work to be agreed under Priority 4 the Supplier shall note the following timescales:
 - 10.9.1 Quotations for works involving asset replacement and spare parts considered to be an “off the shelf” item to be issued within seven (7) days of the date of request date.
 - 10.9.2 Quotations for works involving asset replacement and spare parts involving specialist support or sub-contracted labour to be issued within fourteen (14) days of request date.
 - 10.9.3 Quotations for works involving asset replacement and spare parts involving design input and site visit to be issued within thirty (30) days of request date.
- 11.0 **Consumables**

- 11.1 The Supplier shall be responsible for supplying, delivering and storing the consumable materials necessary to keep the plant in optimum working order and in order to comply with the maintenance programme.
- 11.2 Consumable items shall include air filters, water treatment chemicals, water softening salts, lubricating oil, drive belts, compressor oil, fuses, panel indicator lamps, packings and refrigerant gas for "topping-up" only, starters, ballasts, tungsten and discharge lamps and fire alarm break glass inserts.
- 11.3 The Supplier shall allow for all boiler servicing test kits to be included in their price.
- 11.4 The cost of all consumables is deemed to be included in the Price Schedule submitted by the Supplier to this Contract and allowed for in the Tender price save where any additional assets have been identified in the Commissioning and Mobilisation phase.
- 11.5 Consumables on the Premises are the responsibility of the Supplier and must be available and provided for each visit as required

12.0 Essential Spares

- 12.1 The Supplier shall note that no essential spares will be required to be retained under this Contract unless specifically requested by the Buyer.

13.0 Statutory compliance and hosting

- 13.1 The Supplier (with oversight from the Buyer) shall identify and schedule equipment and systems requiring compliance testing and certification during the Commissioning Period.
- 13.2 The Supplier shall identify the inspection frequencies in line with statutory requirements and industry published guidelines.
- 13.3 Where required the Supplier shall prepare risk assessments of the particular asset and system to determine an appropriate inspection frequency and this will be undertaken by a competent person.

- 13.4 The Supplier shall note that there will be no failure to have undertaken appropriate inspections and have the relevant records available for inspection by the Client Contract Manager.
- 13.5 Where required, the Supplier shall be responsible for providing attendance during specialist equipment competent person examinations.
- 13.6 Supplier to maintain records and details (including relevant paperwork and certificates) of all statutory testing undertaken and ensure that all requirements and recommendations highlighted in inspection reports and/or certificates have been reviewed and been notified to the Client Contract Manager.
- 13.7 All records are to be maintained and located on the Supplier CAFM management system in accordance with the requirements of this Service Specification.
- 13.8 The Supplier shall ensure that all certificates and testing records will be signed by a Competent Person and shall provide details of the person who undertook them and their qualifications/certifications where requested by the Client Contract Manager). The Supplier shall determine the appropriate level of competency against the following criteria:
1. Knowledge and understanding of the working practices used in the organisation for which they Work.
 2. Training and qualifications that ensure acquisition of the necessary knowledge of the field for the tasks that they are required to perform.
 3. Experience showing adequate knowledge of the hazards and failures of the equipment for which they are responsible.
 4. Other qualities appropriate to their duties, such as the ability to communicate effectively with their peers, any staff working under their supervision and supervisors.

14.0 Asbestos

- 14.1 The Supplier shall note that relevant asbestos register and asbestos management plans (where these exist) will be made available for their reference at each Academy site. If the

Supplier deems that the work may be affected by current asbestos materials, they will contact the Academy site staff to identify an agreed course of action.

15.0 Standards and Codes of Practice

15.1 The Services shall be performed by the Supplier and Sub-Contractors, in a skilful workmanlike manner, consistent with current practices.

15.2 Without limiting the foregoing the Supplier shall be deemed to be fully familiar with and to fully comply with all statutory regulations or By-laws, or any industry standards or Codes of Practice or manufacturers recommendations, as applicable to all parts of the Services and shall indemnify The Academy against any legal proceedings, claims or losses arising from breach of, or failure to comply the same. In particular, but without limitation, the Supplier shall observe:

Health and Safety at Work etc Act 1974, and any amendments thereto.

The requirement of the Standards of the Chartered Academy of Building Services Engineers.

Standards and Recommendations of the HVCA.

The latest Edition of and amendments to the Academy of Electrical Engineers Wiring Regulations.

The Electricity at Work Regulations.

The Regulatory Reform (Fire Safety) Order 2005

The requirements of the appropriate Local Authorities.

The Offices, Shops and Railway Premises Act 1963.

The Factories Act 1961.

Control of Substances Hazardous to Health (COSHH) Regulations 2002

The Pressure Systems and Transportable Gas Containers Regulations 1989.

Workplace (Health, Safety and Welfare) Regulations 1992

Provision and Use of Work Equipment Regulations 1992

Personal Protective Equipment at Work Regulations 2022

Manual Handling Operations Regulations 1992

Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR) 2013

The Work at Height Regulations 2005

The Control of Asbestos Regulations 2012

The Control of Noise at Work Regulations 2005

The Management of Health and Safety at Work Regulations 1992

The Lifting Operations and Lifting Equipment regulations 1998 (LOLER)

Control of Legionella ACoP L8 & HSG274

17.0 Safety Procedures

17.1 All requirements of The Health and Safety at Work Act 1974 and associated regulations and codes of practice shall be met in full.

17.2 The following is a guide to the procedures to be generally adopted to ensure the safety of personnel and to protect plant and equipment from damage but is not definitive and does not in any way limit the obligation of the Supplier to ensure such safety and to establish and enforce a proper system of safe working.

- (a) Access to mechanical plant rooms, switch rooms, electrical distribution equipment shall be limited to authorised personnel.
- (b) Before making a circuit 'live', all equipment or outlets served shall be checked to ensure that plant, equipment, and switchgear are serviceable and safe to operate.
- (c) Where switchgear, distribution boards or any other electrical or mechanical item of plant or equipment is out of service, unserviceable or unsafe, the item in question shall be electrically isolated, all fuse switches and MCB's switched off and a suitable warning notice fixed in place.
- (d) Check and ensure that switch rooms, equipment rooms and mechanical and plant areas are clean and free from obstruction.
- (f) Check to ensure that all equipment access panels and doors are closed and secured.
- (g) Ensure that all tools and safety equipment are serviceable and in their proper storage space.
- (h) Check that fire-extinguishing systems are serviceable.
- (i) Whenever Work is to be carried out on motive plant or equipment the fuses covering the item should be remote as an added safeguard. Indication must be given at the main panel that work is being carried out on that particular plant.

- (j) Allow motive plant to stop naturally before attempting to undertake any work.
- (k) Always wear the correct protective clothing for that particular job to be undertaken.
- (l) Check all plant nameplates before attempting to work.
- (m) Switchgear should always be inspected as soon as possible following circuit fault.
- (n) After maintenance work has been carried out, a check should be made to ensure that no tools and materials have been left inside the apparatus, and that temporary earths for testing have been removed.
- (o) Existing adjustments should not be disturbed unless absolutely necessary.
- (p) All switchgear shall be operated "ON and OFF" at periods not exceeding six months.
- (q) It is emphasised that the consequences of causing a short circuit on high capacity systems can be very serious as the current flowing into any arc can release a very large amount of energy, resulting in severe flame and damage.
- (r) Ensure that all equipment is isolated and made safe before undertaking maintenance work.
- (s) The Supplier shall be responsible for providing and maintaining all security and protective barriers in relation to the carrying out of the Works which are necessary to protect all persons including owners and occupiers of adjacent property, members of the public and others from injury during the execution of the Works.
- (t) The Supplier shall take all precautions when handling petroleum products and other inflammable or vaporising liquids, gases, solids and hazardous chemicals and these shall only be used in accordance with the regulations applicable thereto. When equipment and vessels containing these items are not in use they shall be removed, together with their contents, to a safe place for storage.

- (u) The Supplier shall particularly safeguard and take all necessary precautions against damage by fire or explosion when the execution of the works may involve the presence of flame or sparks.

17.3 The Supplier shall present Risk Assessment Method statements at award for all services including where to be performed by Sub-Contractors.

18.0 Performance

18.1 A number of measurable outputs of the operation of the Contract are to be defined as Key Performance Indicators (KPIs) and these are specified in Appendix A to this Specification. They are designed to measure the ability of the Supplier to meet the requirements and expectations of the Academy in a quantifiable way.

18.2 The Supplier shall note that where performance is measured below the thresholds set out in Appendix A then deductions will be attributed in line with the provisions of Appendix A.

19.0 Contract Management

19.1 The Supplier shall provide a designated Supplier Representative/s to oversee the delivery of the Contract, who is authorised to act on behalf of the Supplier in all matters relating to the Contract.

19.2 Quarterly review meetings will be undertaken to review overall Supplier performance.

20.0 Reporting

20.1 This Contract will be subject to reports generated by both Supplier and Buyer on the following basis:

20.2 Supplier shall produce a Quarterly Report for each Academy site to include:

- I. Summary of site activity in period.
- II. Status of planned maintenance in period

- III. Status of statutory compliance testing in period
- IV. Helpdesk summary in period of all calls to undertake emergency or reactive works with remediation timescales
- V. Forward look at equipment and plant maintenance risk of failure
- VI. Cost of all supplies and equipment installed at the request of the Academy
- VII. Works requests and remedials completed
- VIII. Works requests and remedials remaining outstanding.
- IX. Sub-Contractor performance to carry out works
- X. Measurement of KPI results as set out in Appendix A Key Performance Indicators

20.3 The Supplier shall produce an Annual Report on Value for Money (VfM), the report will include as a minimum:

- 1. How the Supplier ensures that it is provider best value to customers
- 2. Methodology of benchmarking costs of labour and materials
- 3. Market analysis to compare rates against the market average for: PPM, compliance and remedial works and materials

The format is to be agreed by the Buyer.

20.4 At each Quarterly review both the Supplier and Buyer reports will be agreed and recorded as Agreed.

20.5 The Supplier will be able to challenge any score presented with mitigation evidence and this will be considered by the Buyer (acting reasonably).

20.6 Records shall also be kept of all requests to alter or adjust the operation of any item of plant and the action taken.

20.7 Upon expiry or termination of the Contract, the Supplier shall hand to the Academy all records relating to job requests, co-ordination activities, progress reports, supplier allocations, cost analysis, outstanding jobs and monitoring activities up to the end of the Contract. The requirements for data transfer and receipt of all information are set out in the Exit Requirements set out in Appendix B to this Specification.

Schedule A
EXIT REQUIREMENTS

1.0 General Provisions

1.1 The Buyer may issue notice to the Supplier at any time subject to the provisions of the Contract and acting reasonably to terminate services at:

1.1.1 An Academy Site,

1.1.2 A group of Academy Sites which is more than one but not the whole portfolio subject to the Service provision as set out in Schedule A

1.1.3 The whole portfolio subject to the Service provision as set out in Schedule A

1.2 An Exit Event shall be identified as follows;

1.2.1 Contract expiry

1.2.2 Date of notice of termination issued to the Supplier

1.2.3 Withdrawal of an Academy site

1.3 On receipt of notice of an Exit Event, the Supplier shall unless otherwise agreed, continue to provide the Services and the Buyer shall continue to reimburse Supplier in accordance with the Price Schedule.

2.0 Exit Event notice

2.1 The Buyer shall give the Supplier 3 months' notice of an Exit Event In line with the provisions contained in the Call-Off Conditions of Contract and the Supplier shall continue to provide the Services or such part of the Services as the Buyer may require from the date of notice of the Exit Event up to the date the Exit Event comes into force and services cease.

2.2 During the Exit Event the Buyer shall continue to reimburse Supplier in accordance with Contract requirements.

3.0 Supplier's duties on receipt of an Exit Notice

- 3.1 Supplier shall provide such co-operation to other suppliers as is reasonably requested by the Buyer. Supplier shall support the migration of the Services and to give the Buyer and/or a third party nominated by the Buyer such help as may be reasonably necessary to enable such migration to take place.
- 3.2 During the Exit Event notice period of three (3) months, the Supplier shall develop and publish an Exit Plan that reasonably identifies the approach that the Supplier will take in carrying out the activities listed in this Exit Requirements. The Exit Plan will be agreed and approved by the Buyer.
- 3.3 On issue of the Exit Event notice both parties shall meet within 14 days to agree the process and timeline for the Exit Plan and receipt of information. Thereafter the parties will meet fortnightly in order to confirm and agree that the exit plan and handover requirements are being met for each School where contract services have been provided.

4.0 Supplier information and actions to be provided or undertaken during the Exit Event

- 1.1 During the Exit Event notice period the Supplier shall carry out the following activities:
 - 1.1.1 Terminate any supplier agreements that are not transferring.
 - 1.1.2 Ensure that all details, plans, specifications, technical data, schedules, programmes, budgets, reports, calculations and other work (whether being prepared or complete) together with all correspondence, process documentation and Sub-Contractor documentation in relation to the Services is up-to-date, complete and in order.
 - 1.1.3 Collection and issue of key information
 - i) TUPE Data (where applicable)
 - ii) Service Level Agreements
 - iii) Transferring Sub Suppliers agreements where appropriate
 - iv) Performance measurement data
 - v) Certificates
 - vi) Engineer schedules and dockets

vii) Operational Processes

- 1.1.4 Issue key information to the Buyer as requested and where appropriate to the incoming provider.
- 1.1.5 Support joint presentations to any transferring staff (where appropriate)
- 1.1.6 Complete final account statement to issue to the Buyer Contract Manager.
- 1.1.7 Complete final handover meeting with incoming Service provider (where appointed)
- 1.1.8 Issue minutes and correspondence in connection with the above.
- 1.1.9 All data owned by Buyer or delivered in connection with the Services will be transferred to incoming Supplier CAFM system.

5.0 Service Performance during Exit Event notice period

- 5.1 The Supplier shall undertake Services in accordance with the Contract requirements at all times during any Exit Event notice period.
- 5.2 The Supplier is made aware that the provisions set out in the Performance requirements and the application of deductions (where these may be levied) will continue to apply during the Exit Event period of 3 months.

6.0 Parties acting reasonably

- 6.1 Each party shall act and negotiate in a reasonable manner in agreeing the contents of the Exit Plan and shall not unreasonably require the exclusion of matters which the other party reasonably requests.