

**Kent and Medway NHS and Social Care
Partnership Trust**

&

**Kent Community Health NHS Foundation
Trust**

Specification

Hard FM (Planned Preventative Maintenance, Reactive Repairs and Minor Works)

Note: This Specification may be updated following the procurement process to reflect any clarification responses issued. Any minor changes required for alignment and consistency purposes (such as inconsistent use of defined terms) will be addressed during the mobilisation period.

CONTENTS:

1. Introduction
2. Management and Administration
3. Methods of Working
4. Health and Safety
5. Access and Security
6. Information Technology
7. Supplier Helpdesk
8. Scope of Services

APPENDICES:

APPENDIX 1 - Definitions

APPENDIX 2 - Property Schedule

APPENDIX 3 - Key Performance Indicators

APPENDIX 4 – Pricing and Payment Mechanism

APPENDIX 5 – Gain Share Mechanism

APPENDIX 6 – Reporting

APPENDIX 7 – Mobilisation

APPENDIX 8 – Net Zero Carbon Emissions and Social Value

APPENDIX 9 – Exit Strategy

1. INTRODUCTION:

- 1.1 Throughout this specification the Authority shall comprise of Kent and Medway NHS and Social Care Partnership Trust (KMPT) and Kent Community Health NHS Foundation Trust (KCHFT).
 - 1.1.1 The Authority wishes to engage in a proactive, meaningful and customer focussed partnership with a suitably experienced Contractor who can deliver the services outlined in this specification to the highest achievable standards that provide and demonstrate positive customer satisfaction with the service delivery.
 - 1.1.2 This document specifies the planned preventative maintenance remedial, reactive repairs and minors works services (the Services) to be provided to the Authority through this Contract. The Specified Properties involved in the Contract are detailed in Property Schedule in Appendix 2– Property Schedule.
 - 1.1.3 The Authority intend to award this Contract on hybrid model, which means that some low level, semi-skilled work will be carried out in house by Authority direct labour, the remainder of the work will be included in the, below is a broad outline of how this work will allocated:
- 1.2 **Outsourced Works – (included in the Contract)**
 - 1.2.1 All Planned Preventive Maintenance (PPM) specialist services requiring skilled staff or Contractors. These services which are predominantly statutory and legislative compliance are detailed below.
 - 1.2.2 Additional works emanating from PPM visits will be deemed as Additional Works and will be chargeable following agreement with the Authority Contract Manager based on a schedule of rates incorporated into the Commercial Schedule.
 - 1.2.3 All remedial, reactive and extra works (labour, parts and materials) requiring the services of skilled staff / Contractors shall be included in the Contract shall be chargeable to the Authority against agreed Schedules of Rates, which include labour rates, materials and overhead and profit mark up. or through quotations and will be agreed by the Authority in advance of work taking place.
 - 1.2.4 Pre -authorised financial thresholds are set for remedial and reactive works of £1,000 excluding VAT. Any individual jobs with a value over £1,000 excluding VAT, approval must be sought prior to the commencement of works.
 - 1.2.5 The Authorities, at their discretion, may request assistance for PPM remedial, reactive repairs and minor works over the value of £15,000 and up to £50,000 excluding VAT (or where works or a lower value are of a specialise nature and/or you are unable to self-deliver). In these instances, the Contractor will be required to obtain 3 competitive quotes on behalf of the Authorities to demonstrate transparency and value for money. The Contractor will be able to charge an overhead and profit rate to include for undertaking the quotation exercise and delivery of the project on behalf of the Authority.
 - 1.2.6 Any services and works over the value of £50,000 the Authorities may seek the services of the Supplier to undertake the works, this may include project management, design services etc. In these instances, the Contractor will be required to run a competitive tender process to ensure value for money. This work is not guaranteed and the Authorities, at their discretion, can choose to go outside of the Contract for these requirements. The Contractor will be able to charge an overhead and profit rate.

1.3 In House Works – (not included in the Contract)

- 1.3.1 Minor PPM and reactive works to be carried out by Maintenance Assistants who are semi - skilled operatives directly employed by the Authority and report directly to the local Estates Managers. The work they carry out is minor reactive works that are consistent with the semi-skilled nature of the Maintenance Assistants . It is envisaged that in terms of this Contract the in-house PPM will be minimal and will be clearly defined, agreed and documented during Mobilisation Phase of the Contract.
- 1.3.2 The Maintenance Assistants only work 8:30 to 17:00 hrs Monday to Friday each week and are not part of the Authority Estates on call rota. If work arises that cannot be handled by the Maintenance Assistants then the Authority reserve the right invite the Supplier to carry out such works on a quoted or a day rate basis. Typical tasks that would be routinely handled by the Maintenance Assistants are shown below: -
- a. Change batteries in clocks and similar equipment
 - b. Basic minor reactive tasks – e.g. repair door furniture; change light bulbs
 - c. Minor decoration works (e.g. touch up walls; paint out graffiti / minor wall damage
 - d. Picture / notice board hanging
 - e. Assist with departmental moves
 - f. PAT Testing – KCHFT only
- 1.3.3 On-going management and administration costs associated with this Specification are deemed to be part of a fixed-price lump sum as detailed in Contract Terms and Conditions Annex 6 Commercial Schedule. Mobilisation costs will be identified as a one-off fixed price for year 1 only as detailed in the Commercial Schedule.
- 1.3.4 The services delivered through the Contract shall be managed and assessed through a series of Key Performance Indicators as detailed in Appendix 3 – Key Performance Indicators.

2. MANAGEMENT AND ADMINISTRATION:

- 2.1 The Supplier shall manage, control, accurately record and report on the delivery of all Services provided as part of the Contract.
- 2.2 The Supplier shall ensure that there is a point of management contact at all times (24 hours per day, 365 days per year) to deal with any issues in relation to the delivery of the Services.
- 2.3 The Supplier shall deliver a general management service that meets the following operational requirements:
- a. A Contracts Manager working exclusively on this Contract and is supported by appropriate management and staffing levels with the necessary skills to deliver the services required by this Contract.
 - b. Maintenance of all records relating to the delivery of the Services in accordance with the Contract.
 - c. A proactive approach to problem resolution through the development and implementation of robust performance monitoring and Service Delivery Plans.
 - d. Operation of agreed Service Delivery Plans for all elements of the Authority's requirements.
 - e. Achievement of the Key Performance Indicators (KPIs).
 - f. Provision of a single point of contact, including out-of-hours in the event of an emergency. Any changes during the Contract Period shall be to the Authority within 24 hours of a change being made.
 - g. A Helpdesk function which operates for 24 hours per day, 365 days per year
 - h. The Authority will not provide any workshop / storage accommodation for this Contract, therefore in his tender the Supplier should make suitable proposals for workshop /

storage facilities, which will be for exclusive by his staff and Sub-contractors. The security, maintenance and insurance of these premises shall be the sole responsibility of the Supplier.

- i. The use of Authority plant rooms for storage of any equipment / spare parts is not permitted.
- j. A CAFM system that provides regular granular reporting of PPM and reactive works.

2.4 GENERAL POLICIES & OBJECTIVES:

2.4.1 The Supplier shall ensure that the Services delivered under the Contract:

- a. Comply and conform to all relevant statutory legislation, applicable guidance, good industry practice and are customer focussed.
- b. Comply with the Authority's policies and protocols as applicable.
- c. The Supplier shall ensure compliance at all times with all relevant and current Health & Safety and equalities legislation.
- d. Comply with safeguarding legislation.
- e. Align with the key deliverables under the UK Government Code of Practice Guidelines for Achieving and Maintaining Social value.
- f. Comply at all times with the Environmental Protection Act 1990 and other relevant environmental legislation.
- g. Achieving "good practice" energy benchmarks as set out by CIBSE (Chartered Institution of Building Service Engineers)/Carbon Trust. The conservation and efficient use of energy is important to ensure optimal environmental performance and cost savings.

2.4.2 The Supplier shall provide information for The Authority and other government-related inspections as far as these relate to the Services provided, as applicable.

2.5 STATUTORY UPDATES:

2.5.1 When relevant legislation is updated or new legislation is to be implemented which may affect the price of the services provided under the Contract, this is to be agreed with the Senior Estates Manager (KMPT) and / or Head of Estates Operations (KCHFT) on a case-by-case basis.

2.6 CHANGES TO ASSET PORTFOLIO:

2.6.1 The Authority reserves the right to increase or decrease the number of sites or services to be provided under this Contract by providing the Supplier with at least one months' written notification through a Change Control Notice (CCN). The Supplier shall be invited to price for any new services during the period of the Contract but the Authority reserves the absolute right to provide such services by alternative means.

2.6.2 The following fall outside the scope of the services of this Contract:

- a. Telecommunications infrastructure and equipment.
- b. Medical Equipment
- c. Grounds, Gardens and Landscaping.
- d. HVAC in IT Server Rooms managed by others (for KMPT only)
- e. Statutory Insurance inspections
- f. Appointment of Authorising Engineers (for KMPT only)
- g. Move Management
- h. Soft FM Services

2.7 CONTRACT MANAGEMENT:

2.7.1 SUPPLIER'S MANAGEMENT TEAM:

- a. The Supplier shall provide a management team headed by a Contract Manager, who will work exclusively on this Contract and act as the first point of contact for the Authority. The team will comprise suitably qualified, experienced and competent staff who are able to deliver a cost-effective service that meets the specified quality standards.
- b. In the absence of the Supplier's Contract Manager, a suitably qualified replacement shall be provided by the Supplier. The Supplier shall provide an adequate level of staff supervision at all times for all Supplier staff engaged in delivery of the Services.
- c. The Supplier's Contract Manager or their representatives shall be available and contactable 24 hours per day, seven days a week, 365 days of the year. A designated member of the Supplier's staff shall act as the Supplier's senior person in charge at the Specified Property at all times.
- d. Emergency arrangements and contact details must be provided and regularly reviewed. The Supplier shall provide out-of-hours' coverage across all Services.

2.8 SUPPLIER'S STAFF AND SUB-CONTRACTORS:

- 2.8.1 The Supplier shall ensure that there is a sufficient level of trained and competent staff to provide all the requirements of the Services at all required times.
- 2.8.2 The Supplier shall provide staff and Sub-contractors who are qualified, experienced and competent in the discipline they are performing. The Supplier shall employ competent staff who will be responsible for planning, overseeing and signing off completed works / tasks.
- 2.8.3 The Supplier shall ensure that all trainees, apprentices and students engaged in providing the services shall be adequately supervised so that no quality standard is compromised by the use of such staff. Where apprentices and students are used, the Supplier shall ensure that these members of staff supplement but do not replace agreed levels of Contract staffing.
- 2.8.4 Sub-contractors remain the total responsibility of the Supplier whilst carrying out any work under this Contract for the Authority. The Supplier shall ensure all Sub-contractors are fully briefed in advance of carrying out any works. The Authority will not be expected to manage Sub-contractors on behalf of the Supplier.
- 2.8.5 The Supplier will supply a list of approved Sub-contractors to the Authority and only Sub-contractors who are trained, experienced and competent in providing the services and included on the Approved List will be allowed to work on Authority premises. There may be occasions where this is impractical, and on these occasions, permission must be obtained from the Trust Senior Estates Manager (KMPT) and / or Head of Estates Operations (KCHFT) / Trust Head of Estates (KCHFT)
- 2.8.6 The Authority reserves the right to request the removal of any member of the Supplier or Sub-Supplier staff from the Contract if so required. Additionally, the Supplier shall seek agreement from the Authority if it wishes to remove one of its own staff from the Contract.
- 2.8.7 All Contractors and Sub-contractors' staff must wear an approved identification badge and have DBS Clearance which must be available for scrutiny if challenged.

3. METHODS OF WORKING:

3.1 STAFFING REQUIREMENTS:

In carrying out the duties described in this Specification the Supplier shall ensure the following for all Supplier staff, Sub-contractors and related parties:

- a. Undertake an Enhanced Disclosure and Barring Service (DBS) check prior to working on this Contract.
- b. Are properly and presentably dressed in appropriate uniforms and work wear, including protective clothing and footwear where required.
- c. Ensure that all patient facing staff are trained in customer services and shall be courteous, helpful, and responsive whilst undertaking tasks with direct patient contact, or in-patient areas and recognise the linkage between the services delivery they provide and the positive impact they can make on patient outcomes.
- d. Must not park vehicles on grass verges or gardens in a way to cause an obstruction
- e. Comply with all The Authority's site rules and regulations.
- f. Behave in an appropriate manner at all times when conducting business.
- g. Ensure confidentiality in respect of any information observed or overheard by its staff while carrying out their duties.
- h. Are suitably skilled, qualified, competent and experienced to carry out the tasks allocated to them as part of this Contract.
- i. Are suitably skilled in oral and written communication as required for the role that they are carrying out.
- j. Must carry and display the Authority's Supplier passes including name and contracting company when on the Authority's premises.
- k. Receive appropriate training courses to enable the Supplier's staff to carry out their duties under the Contract.
- l. Ensure the Supplier's staff comply with the Authority's no smoking policy including the use of e cigarettes.
- m. Comply with safeguarding procedures in place.
- n. Ensure that any reasonable requirements of the Authority are considered in the proposed works.
- o. Confirm the start and completion dates and hours of working with site personnel.
- p. Protect all site users and their belongings during such works.
- q. Provide advice and instructions on the use of any new equipment and/or installations.
- r. Liaise with the Authority's Estates Manager on access issues, such as restrictions to areas that may be out of use, etc.
- s. Maintain and make good any incidental damage caused.
- t. Remove all rubbish and clean up after completing tasks at the end of each day or, where the task cannot be completed, the Supplier is to ensure the area is cordoned off and made safe with appropriate signage.
- u. Carry out all works in accordance with statutory requirements, insurance requirements, Health & Safety requirements, British Standards, manufacturers' instructions and otherwise in compliance with good industry practice.
- v. Test and service all plant and equipment within the responsibility of the Supplier, as required by relevant legislation.
- w. Record and update all replacement and maintenance work undertaken on site.
- x. Inform the Authority of any inclusions / deletions from the Asset Register
- y. Provide information as and when required by Contractors carrying out capital project works
- z. Carry out service isolations and reinstatement if requested by the Capital Projects Manager

3.2 SERVICE DELIVERY PLAN:

3.2.1 THE CONTRACT ASSET REGISTER:

- a. The Supplier shall create a Contract Asset Register and shall keep it up to date at all times throughout the Contract Period.

- b. The Contract Asset Register shall identify the following level of detail as a minimum:

Building	Capacity (if applicable)
Floor	Installation date
Room	Warranty period (if applicable)
Specific location	Condition
Unique identifier	Asset criticality rating allocation
Asset	Description of criticality
System	In use or redundant
Manufacturer	Discovered Assets
Model number	Lifecycle replacement and cost

- c. The Supplier shall develop and manage the process for ensuring the Contract Asset Register is up to date at all times. The Contract Asset Register shall be updated in all instances where on behalf of the Authority:
- The Supplier or a 3rd party has installed new Assets
 - The Supplier or a 3rd party has removed and disposed of existing Assets
 - The Supplier or a 3rd party has identified Assets which remain in situ but which are agreed as redundant by the Authority Contract Manager
 - The Supplier or a 3rd party has undertaken works to an asset which require a change on the Asset Register
- d. The Supplier shall witness and document the testing and commissioning of new Assets and shall update the Contract Asset Register and Routine Maintenance Schedule within 2 weeks of the change occurring.
- e. The Supplier shall advise the Authority Senior Contract Manager in writing each time a change to the Contract Asset Register is made.
- f. Annually 1 month before each anniversary of the Service Commencement Date, the Supplier shall review and submit to the Authority Contracts Manager
- An updated and revised Contract Asset Register to the Authority, taking account of any and all changes to the Premises and Locations including but not limited to changes to the Service Matrix, acquisitions and disposals of Premises and Locations and Assets.
 - Details of all live warranties for new Assets
 - Maintenance Records from the previous year.
- g. For all Authority managed works the Supplier must update the asset register with any new assets provided by Authority Contract Manager

3.2.2 The Authority Asset Registers are shown below: -



These documents are also provided separately in the 'ITT Appendix D - Supporting Documents' folder.

3.3 MANAGEMENT OF BUILDING INFORMATION:

The Supplier shall ensure the safe storage of the following existing information on site or easily accessible digital versions accessible at each of the Premises & Locations:

- a. O&M Manuals:
- b. Health and Safety file(s);
- c. Drawings (infrastructure and schematics)
- d. Statutory Test & Inspections certificates (where required by law)
- e. Maintenance Log Books.

3.4 CONTRACT MANAGEMENT PLAN:

The Supplier is required to produce a Supplier's Plan prior to Contract commencement as part of the Mobilisation phase. In this document, the Supplier shall describe the overall approach to managing the Contract. This shall include but not be limited to:

- a. The name and CV of the Supplier's Contract Manager.
- b. That the Authority reserves the right to be involved in the selection process for the Contract Manager.
- c. Details of operational resourcing for the Services including the operational structure, shift patterns, rotas, numbers and job titles of Staff
- d. The names and positions of the Supplier's key staff including key skills and competencies.
- e. The names and positions of the Supplier's representatives for attendance at each of the Contract Partnership group meetings.
- f. The Supplier's address for serving of notices.
- g. The management organisational structure for the Contract.
- h. Roles, responsibilities, key skills and competences of each management structure member.
- i. The approach to the daily and strategic management of the service delivery.
- j. A 3 - year live PPM Planner for each site within the Contract showing frequencies and planned dates for PPM activities
- k. Details demonstrating the integration of sustainable work practices.
- l. Approach to dealing with staff issues and complaints against staff.
- m. Details of all intended Sub-contractors and how they shall be monitored and managed.
- n. The Supplier's Contract specific BCP incorporating the potential risks to business continuity, their mitigation strategies, how the service will be delivered in the event of a serious disruption to normal operations and how the BCP will be tested.
- o. The Supplier shall set out the Supplier's processes and procedures for managing Health & Safety in the delivery of the service. Including Contract specific risk assessments which relate to the Specified Property and the Supplier's permit to work system which has been tailored to meet the requirements of the Specified Property, in accordance with the Authority's Health and Safety Policy.
- p. Audit methodology and reporting processes.
- q. Complaints procedures.
- r. A bi annual Customer Satisfaction Survey – contents to be agreed in advance with the Authority

3.5 PPM DELIVERY PLAN:

- 3.5.1 The Supplier shall update and issue for the Authority's approval the PPM Delivery Plan for all Premises and Locations during mobilisation and subsequently no less than 40 business days prior to the anniversary of the services commencement date.
- 3.5.2 In developing the Routine Maintenance Schedule, the Supplier shall follow Good Industry Practice and shall comply, with the following hierarchy of standards as far as they relate to the Assets at each of the Premises and Locations and unless otherwise stipulated in the derogations table.
- 3.5.3 The Supplier shall provide a provisional PPM Service Delivery Plan by Contract commencement date which details, on a service-by-service basis, how and when the Supplier shall deliver each service. This shall include but not be limited to:
- a. Method statements and Risk Assessments indicating for how the service requirements and Service Levels shall be met by the Supplier.
 - b. Details of operational resourcing for the service including the operational structure, numbers and job titles of Supplier's Staff
 - c. Staffing rotas and shift patterns.
 - d. Details of Sub-contractors to be used in the delivery of the service whilst recognising the need for the use of Sub-contractors the Authority prefers minimising the use of such Sub-contractors.
 - e. Frequencies of Planned Activities including Statutory Inspections and Testing.
 - f. Issue Sub-Contractor Method Statements and Risk Assessments to the Estates Manager in advance of works being carried.
 - g. Documented training schemes must be in evidence where staff interface with electrical, mechanical or Low, Medium, or High temperature water systems.
 - h. The removal of decommissioned assets from the PPM Service delivery Plan within 1 month of the asset being decommissioned.
- 3.5.4 The Authority and Supplier will finalise the PPM Service Delivery Plan by the end of the first three-month period of the Contract with the aim of it being implemented within the Authority's CAFM system. This will be updated through the duration of the Contract on an annual basis.

Note: SFG20 is applicable for patient facing locations only. Administration offices and similar non-patient facing locations will be required to comply with the relevant or equivalent statutory regulations and Best Practice. The Authority reserve the right to change this condition, through the Change Control Process as and when required.

- 3.5.5 Where an Asset is not covered by SFG20, Original Equipment Manufacturer's Recommendations, or other relevant maintenance industry association guidelines and standards shall apply.
- 3.5.6 The Supplier shall ensure that, in the event of discrepancy between the SFG20 Specialist Services HTM Aligned Schedules and any other source for determining maintenance frequencies and tasks, other than statutory requirements, the HTM Aligned Schedules shall take precedence. The Authority reserve the right to change this condition through the Change Control Process as and when required on a site-by-site basis.

3.6 FORWARD MAINTENANCE PLAN:

- 3.6.1 The Supplier shall in conjunction with the Authority develop the 3 - year Forward Maintenance Plan and submit the first draft of the plan to the Authority within two months after the Services Commencement Date.
- 3.6.2 The Supplier shall update the Forward Maintenance Plan on a quarterly basis, and submit to the Authority 10 Business Days prior to the quarterly Strategic Review Board meetings, during the Contract Term.
- 3.6.3 The Forward Maintenance Plan shall provide indicative costs for each item, broken down into an appropriate level of detail in order to assist the Authority in planning and budgeting.
- 3.6.4 The Supplier shall include in the Forward Maintenance Plan all: -
- a. Outstanding reactive maintenance requirements that exceed the Reactive Maintenance Threshold.
 - b. Proposed Life-Cycle Replacement works.
 - c. Other required works which do not appear on the Annual Planned Maintenance Schedule
- 3.6.5 The Supplier shall identify the reason for each item appearing on the Forward Maintenance Plan and prioritise each item in terms of: -
- a. Impact on Health & Safety.
 - b. Impact on organisational resilience.
 - c. Impact on normal use of the Premises and Locations.
 - d. Impact on on-going maintenance costs.
 - e. The business resilience risks to the Authority.
 - f. Any other relevant criteria.

3.7 QUALITY AND AUDIT MANAGEMENT PLAN:

- 3.7.1 The Supplier shall set out the Supplier's Quality Policy Statement, Quality Management System and approach to quality auditing in a Quality Management Plan within three months of Contract commencement.

This should be tailored to the requirements of the Contract and may include but not be limited to the Supplier's:

- a. Methods and workmanship practices and procedures.
 - b. Quality audit methodology.
 - c. Quality Audit Plan.
 - d. Statutory Compliance Audits Plan (Legal).
 - e. Key Performance Indicator Monitoring and Reporting Plan.
 - f. Continuous improvement processes.
 - g. Bi annual customer satisfaction surveys (format to be agreed) and monitoring regime.
- 3.7.2 The Supplier's quality audit methodology shall provide details of the Supplier's approach to auditing the delivery and performance of all services across all the Specified Property.
- 3.7.3 The Supplier's performance and compliance with the Authority's requirements shall be measured continually throughout the service period. The purpose of this shall be to ensure compliance against the Contract and the Authority's requirements.

This shall be achieved by an audit process carried out at three levels:

Level 1 Audit – monthly self-audits by the Supplier.

Level 2 Audit – annual periodic self-auditing by the Supplier.

Level 3 Audit – Annually (or more frequent if required) by the Authority's auditor.

- 3.7.4 **Level 1 Audits** shall be undertaken on a monthly basis by relevant members of the Supplier's Staff. The purpose of these audits shall be to ensure compliance with the Contract and that deliverables have been achieved.

The procedure for collecting, recording and reporting the results of Level 1 Audits shall be included in the Supplier's Plan. Supporting documentation (completed audit sheets and appropriate verification) shall be provided as evidence to substantiate audit results. The results of Level 1 Audits will be included in a Monthly Service Delivery Report, in a format to be agreed with the Authority.

- 3.7.5 **Level 2 Audits** - The Supplier shall include in the Supplier's plan a schedule of periodic audits (dates to be agreed with the Authority during the Mobilisation Phase), in accordance with their quality management system, to be undertaken on an annual basis by suitable and competent persons within the Supplier's organisation, who are independent of the day to day delivery of the services, or by independent auditors appointed by the Supplier.

Level 2 Audits - shall include the following aspects of the services as a minimum:

- a. Health & Safety
- b. Quality Management
- c. Statutory Compliance
- d. Environmental/Sustainability
- e. Supply chain
- f. Staff training and records

The Supplier shall provide a comprehensive report to the Authority in a format agreed in advance with the Authority within one month after the completion of each audit.

A summary of each Level 2 Audit will be included within the subsequent Monthly Service Delivery Report.

- 3.7.6 **Level 3 – Independent Audits and Continuous Improvement** - The Supplier's overall performance will be evaluated on an annual basis (or more frequent if required by the Authority), by the Authority's auditor. The independent auditor may be asked to provide an assessment of the overall performance of the Supplier which may include a review and assessment of the following aspects of the services: -

- a. Supplier's Organisation & Resources including:
- b. Resource levels
- c. Management & structure
- d. Staff turnover
- e. Service Delivery including:
 - Key Performance Indicators
 - Planned activities
 - Reactive activities
 - Compliance with contractual obligations
- f. Contract Management:
 - Reporting
 - Meetings
 - Communications
- g. Best Practice:
 - Continual Improvement
 - Processes and Procedures

The basis for the Level 3 audit shall be the Level 1 – Level 2 audits and supplementary

detail as identified above.

The primary focus of a Level 3 Audit shall be to present a recommended improvement programme based on any weaknesses identified during the process, which shall be addressed by the Supplier during the subsequent six- month period.

3.8 CONTINGENCY PLANNING:

- 3.8.1 The Supplier shall implement the Business Continuity Plan (BCP) as outlined in the Supplier's Plan requirements to ensure continuous delivery of the services they provide at the Specified Properties.
- 3.8.2 The Supplier shall liaise with the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) to ensure compatibility with the Authority's own BCP. The Supplier shall provide services (personnel or technical) to the Authority as required in all cases of emergencies and shall be directed by the Emergency Planning Officer for the Authority.
- 3.8.3 Details of key Authority Officers involved in contingency and emergency planning will be provided during the Mobilisation Period.

3.9 PARTNERSHIP MEETINGS:

- 3.9.1 The Parties shall set up and implement Partnership Management groups: -
The Partnership Groups shall meet as a minimum in accordance with the table below, and shall provide the escalation route for both Parties. All meetings shall have agreed Terms of Reference.

	Job Titles – The Authority (minimum requirement)	Job Titles – Supplier (minimum requirement)
Monthly Meetings	Senior Estates Manager (KMPT) Head of Estates (KCHFT) Local Estates Managers	Contracts Manager Team Members TBA
Quarterly and Annual Meetings	Joint Director of Estates and Facilities (Chair) Senior Estates Manager (KMPT) Head of Estates (KCHFT) Team Members TBA	Account Director / Manager Contract Manager Team Members TBA

- 3.9.2 The Supplier shall prior to the Commencement date and prior to each subsequent anniversary of the Commencement date, develop and issue to the Authority for agreement, an annual schedule of meetings necessary for the successful delivery of the Service and management of the relationship with the Authority.
- 3.9.3 The Supplier shall ensure that the Supplier's Staff in attendance at all meetings have delegated power and trust to act on behalf of the Supplier and should reflect the indicative job grades outlined above.
- 3.9.4 The Supplier shall develop agendas and relevant paperwork five Business Days prior to all meetings, shall take minutes of all meetings and issue them for agreement within seven business days of each meeting.
- 3.9.5 The Monthly and Quarterly Reports are to be prepared and delivered to the Authority seven

business days in advance of the meetings.

- 3.9.6 All meetings will be chaired by the Authority and shall be held at the **Authority Offices**, unless agreed otherwise by the Authority.
- 3.9.7 All meetings shall have an agreed Terms of Reference which are to be agreed at Mobilisation.
- 3.9.8 The table below sets out the indicative subject matter to be discussed at Contract meetings.

Monthly Partnership Performance – Operational
An operational review of performance of the service including: - <ul style="list-style-type: none">• Review of Supplier Performance in previous month.• Review of the Monthly Report.• Updates to the Planned Maintenance Plan.• Review of Quotations / Variations.• Review of application for payments & payment adjustments.• Resolution of on-going performance issues.• Day to Day issues.• Review of forthcoming Capital Projects.• Review of Audits that have been carried out.• Review of Health and Safety and Risk issues.
Quarterly Partnership Review
An operational review of Services delivery including: - <ul style="list-style-type: none">• Supplier's plans and authorise changes.• Review progress in respect of strategy, health and safety and environmental issues (including training plan review).• Updates to the Forward Maintenance Plan.• Quarterly review of Supplier performance.• Review of Early Warning Notices.• Continuous Improvement Initiatives.• Contract Financial Position and Variations.
Annual Strategic Review – Strategic Partnership Group 2
A strategic assessment of the relationship between the parties including: - <ul style="list-style-type: none">• Business updates from the Authority and the Supplier.• Achievement of the Authority's objectives for the Contract.• Annual review of Supplier performance.• Significant Risks and Issues affecting performance. and• Opportunities for the year ahead.• Annual Planned Activities / Forward Maintenance Plan• Updated & Issued Contract Asset Register• Service Delivery Plan Review with the Authority requirements• Customer Satisfaction results

3.10 ESCALATION PROCESS:

- 3.10.1 The Parties shall resolve all performance, commercial and contractual issues to the mutual satisfaction of both Parties. Parties shall have an agreed escalation process in place prior to the services commencement date which shall set out names of responsible officers.
- 3.10.2 Further details on performance and contractual issues are detailed in Appendix 3 – Key Performance Indicator
- 3.10.3 Where applicable, members of the Partnership Groups set out above shall be invited to Dispute Resolution meetings.

4. HEALTH and SAFETY:

4.1 GENERAL:

- 4.1.1 The Authority is delegating significant trust to the Supplier for its professional Health & Safety expertise and it shall remain the Supplier's responsibility to guarantee the professional expertise of all staff it employs for this service or associated services, providing additional training as necessary. The Supplier shall demonstrate this capability throughout the duration of the Contract during the monthly performance review meetings.
- 4.1.2 In relation to the Services being carried out under the Contract, the Supplier shall work in association with the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) to protect staff and members of the public through compliance with all relevant statutory obligations and legislation and with Authority policy.

4.2 HEALTH & SAFETY PLAN:

Within the Contractors Health & Safety Plan, the Supplier shall set out the Supplier's processes and procedures for managing Health & Safety in the delivery of the Services. This shall include but not be limited to Contract specific risk assessments which relate to the Premises and Locations and the Supplier's permit to work system which has been tailored to meet the requirements of each Premises and Location.

4.3 HEALTH AND SAFETY REQUIREMENTS:

The Supplier shall specifically:

- a. Act as technical advisor to the Authority in relation to the Services being carried out under the Contract.
- b. Participate in the development, review and revision of policies and procedures in respect of the Services delivered.
- c. Ensure the Authority's policies, procedures, site rules and regulations are consistently followed.
- d. Conduct generic and specific risk assessments and produce method statements relating to the Services and activities for properties in line with requirements of the Management of Health and Safety at Work Regulations 1999 (MHSWR).
- e. Ensure that Emergency Plans are included in risk assessments and method statements
- f. Check and approve risk assessments and method statements of the supply chain.
- g. Liaise with the Authority's Health & Safety representative as appropriate
- h. Attend/contribute to regular and ad-hoc meetings in relation to the Services being provided.
- i. Conduct building inspections/audits.
- j. Implement the requirements under COSHH regulations for all activities and provide this to the Senior Estates Manager.
- k. The Supplier shall remain up to date with changing legislation.

4.4 HEALTH AND SAFETY RESPONSIBILITIES:

The Supplier shall:

- a. Be responsible for ensuring that all Supplier and Sub-Supplier staff are aware of the protocol to be used in case of an emergency, and assist the Authority in making certain that emergency procedures are kept up-to-date and applicable for the Services under their control.
- b. Provide a single contact point for all professional advice pertaining to Health & Safety matters as they relate to the delivery of the Services. The Supplier shall ensure the

availability of such Health & Safety advice within one hour, 24 hours per day/365 days per year.

- c. Warrant that it shall take all practicable steps to ensure that the premises shall comply with all Health & Safety legislation and any other statutory obligations at all times, as this relates to the Services being provided.
- d. Advise the Estates Manager of any areas which appear not to comply with legislation or best practice.
- e. Provide details of any H&S incidents or near misses as and when it occurs and within the management reports
- f. Be required to report to the Authority monthly on all Health & Safety matters and to conduct an annual review of all Health & Safety matters with the Senior Estates Manager, including performance, any matters outstanding, recommended works programmes, exception reporting, and for issuing formal minutes of the annual review within one week of it taking place.

4.5 METHOD STATEMENTS:

In order to minimise risk and ensure works are properly executed the Supplier shall produce Method Statements in an agreed format that clearly outlines the methodology that will be employed to carry out particular works.

4.6 RISK MANAGEMENT PLAN:

Within the Supplier's Risk Management Plan, the Supplier shall set out the Supplier's approach to managing operational and commercial risk. This shall include but not be limited to:

- a. The Supplier's approach to managing early warnings, the Early Warning Register and early warning meetings. How mitigation plans will be put in place to respond to early warnings; and
- b. The Supplier's Contract specific plan for business continuity incorporating the potential risks to business continuity, their mitigation strategies, how the services will be delivered in the event of a serious disruption to normal operations and how the business continuity plan will be tested.

4.7 NET ZERO CARBON EMISSIONS AND SOCIAL VALUE PLAN:

The Supplier must provide a Net Zero Carbon Emissions and Social Value Delivery Plan, the Supplier shall set out the deliverables and timescales to implementing its net zero carbon emissions and social value plans as submitted as part of the Tender Response.

The Social Value Plan shall include but not be limited to:

- a. How policies that align with the key deliverables under the UK government code of practice guidelines for achieving social value will be maintained.
- b. How policies that align with the key deliverables under the Applying Net Zero and social value in the procurement of NHS goods and Services' guidance [B1030-applying-net-zero-and-social-value-in-the-procurement-of-NHS-goods-and-services-march-2022.pdf \(england.nhs.uk\)](#)
- c. How the Supplier will align the operation of the Service with the Authority's Corporate Social Responsibility Policies and Green Plan currently in place.
- d. How the Supplier shall comply, promote and assist with the development of the Authority's Corporate Social Responsibility Policies as it relates to the services as and when required throughout the life of the Contract

- 4.7.2 The Supplier must provide a Carbon Reduction Plan based on the Government template as issued in Procurement Policy Note 06/21. This will be a requirement from April 2024 but

would encourage the Supplier to produce this earlier.

4.8 SAFE WORKING PLAN:

The Supplier shall be responsible for the setting up and operation of a safe system of work in line with their risk assessments and method statements, and the management of communication to Authority stakeholders, including the Supplier's systems but not limited to:

- a. Permits to Work
- b. Lone working.
- c. Hot works.
- d. Electrical Works.
- e. Maintenance Works.
- f. Confined spaces.
- g. Working at heights.
- h. Out of Hours working.
- i. Working with chemicals.
- j. Working in infectious areas.

4.9 PERMITS TO WORK:

- 4.9.1 The Supplier shall operate the Permit to Work system through the CAFM System and shall be responsible for issuing and managing all permits to work.
- 4.9.2 The Supplier shall ensure that all permits are approved by a Competent Person and that the timing for when delivery of the works can occur is agreed with the relevant Authority Representative.
- 4.9.3 The Supplier shall manage and obtain all third-party consents for access or permissions to undertake work, as necessary, as part of the permits to work process (for example landlord's, and tenants of the Authority) before commencing the Services.
- 4.9.4 For the avoidance of doubt, all Permits to Work shall be supported by full risk assessments and method statements for undertaking the work.
- 4.9.5 The Supplier shall pro-actively manage and keep up-to-date records of all health and safety risk assessments, method statements and safe systems of work, which relate to delivery of the Services.

4.10 ACCIDENT AND INCIDENT MANAGEMENT:

- 4.10.1 The Supplier shall ensure that Accident, Incident and Near Miss reporting procedures are in place, known and fully understood by Staff.
- 4.10.2 The Supplier shall record, investigate and report all health and safety accidents, incidents and near misses: -
 - a. At the Premises and Locations or in connection with the delivery of the Services.
 - b. The Supplier shall also record all Accident, Incident and Near Miss data with the Authority Contract Manager so that these can be included on the Authority's accident reporting system (Datix).

4.11 DISABILITY DISCRIMINATION AND THE EQUALITY ACT 2010:

- 4.11.1 The Supplier shall report any areas within the Premises and Locations and/or the associated grounds where reasonable steps need to be undertaken to be compliant with the Equality Act 2010 to the Authority.

4.12 HEALTH & SAFETY AUDITS:

- 4.12.1 The Supplier shall, within one month of the anniversary of the Service Commencement Date, review risk assessments in relation to the management and delivery of the Services and make recommendations on required changes to management procedures, or other actions required to achieve compliance.
- 4.12.2 The Supplier shall provide when requested, information to support Authority Health and Safety Audits.

4.13 HEALTH & SAFETY CO-ORDINATORS, AND FIRE MARSHALS:

- 4.13.1 The Supplier shall ensure all Staff working permanently at Premises and Locations be given fire safety lectures.
- 4.13.2 The Supplier shall work with the Authority to identify and train the required numbers of Staff as local health & safety coordinators, and fire marshals and ensure the required numbers are available at all times in accordance with Core Business Hours.

4.14 CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH:

- 4.14.1 The Supplier shall ensure that all chemical solutions and powders are approved by Infection Control in accordance with Policies.
- 4.14.2 The Supplier shall ensure that all chemical solutions and powders are clearly and correctly labelled reflecting contents of containers and secured in safe, dedicated and lockable areas or containers.

4.15 MATERIALS, PRODUCTS, TOOLS, SPARES AND CONSUMABLES:

- 4.15.1 The Supplier shall provide to the Authority, monthly, data/information on the safe use and storage of all Supplier materials, consumables, products tools and equipment used at the Premises and Locations.
- 4.15.2 The Supplier shall wherever possible use replacement parts on a like-for-like basis, or where this is not possible seek agreement from the Authority's Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) for use of parts of a comparable quality and appearance.
- 4.15.3 As far as practicable the Supplier shall procure spare parts from sustainable sources, ensure they maximise energy efficiency and represent best value for money.

4.16 ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY:

- 4.16.1 Within the Supplier's Environmental Management Plan, the Supplier shall set out the approach to managing ISO 14001 and delivery of net zero carbon emissions, which are detailed in Appendix 8 of this specification.
- 4.16.2 The Supplier shall ensure Services are provided in such a way as to minimise the consumption of electricity, gas and water and waste so far as possible whilst delivering the

Services to the required standards.

4.16.3 The KMPT Green Plan and KCHFT Sustainability Strategy are shown in Appendix 7 of this document.

4.17 MATERIALS, PRODUCTS, SPARES AND CONSUMABLES:

4.17.1 The Supplier shall provide to the Authority, on request, data/information on the safe use and storage of all Supplier materials used at the Authority's Specified Property.

4.17.2 The Supplier shall ensure that energy and environmentally efficient replacement parts, components, and equipment are selected wherever possible.

4.17.3 Only 'Energy A' rated appliances shall be provided as replacements for appliances.

4.17.4 The Supplier shall ensure that all replacement parts or materials are provided on a like-for-like basis, or where this is not possible shall be of a comparable quality and appearance which shall be agreed in advance with the Authority's Senior Estates Manager (KMPT) and / or Head of Estates Operations (KCHFT)

4.17.5 The Supplier shall ensure that critical parts and consumables agreed during the Mobilisation Period are kept in sufficient stock at the Premises and Locations at all times to minimise downtime of Assets

4.17.6 For Health & Safety and fire precaution reasons the Authority will not permit the storage of spares and consumables in plant rooms or other similar areas. Therefore, at each site the Contractor shall provide safe, secure and unobtrusive storage facilities for the storage of spares and consumables. The position of these facilities shall be agreed in advance with the Senior Contracts Manager.

4.18 SUPPLIER PROVIDED EQUIPMENT:

- a. The Supplier shall provide all other equipment required to deliver the Services effectively.
- b. The Supplier shall ensure that all equipment and machinery is kept secure in the designated storage areas at the Premises and Locations, with all liabilities and risk remaining with the Supplier to ensure the security of all such items.
- c. The Supplier shall ensure equipment is:
 - Designated for specific use in specific areas and used only in these designated areas.
 - Noise-restricted and has high quality dust filters to reduce environmental nuisance when using such equipment, particularly in sensitive areas of the Premises and Locations.
 - Where the Supplier's provided equipment needs to be used on the Authority's IT network, this shall be subject to compliance with the Authority's IT protocols and the agreement of the Authority.

4.19 REMOVAL OF WASTE:

The Supplier shall be responsible for the prompt removal from the Specified Property of all waste or surplus material arising from the delivery of the service and shall ensure its safe and appropriate disposal in accordance with current waste regulations. It is not permitted to store any waste in plant rooms.

4.20 ASBESTOS:

The Supplier must ascertain that the proposed work areas either do not contain asbestos or that any existing asbestos will not be disturbed by the work. If the Supplier is unsure as to whether the work areas contain asbestos then work must not proceed and the Supplier shall notify the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) immediately. The Supplier shall generate a subsequent task order to either remove or stabilise the asbestos.

5. ACCESS & SECURITY:

- 5.1 The Supplier shall be required to comply with the Authority's security procedures in the delivery of the services. Local security procedures will be agreed during the mobilisation period.
- 5.2 The Supplier may be required to open and close premises to enable them to carry out their duties. Security checks shall be carried out when leaving areas on completion of their duties. Security checks mean task area cleaned or cordoned off, lights off, windows and doors securely closed, and locked.
- 5.3 In some premises the Supplier's staff may need to liaise with the Authority's contracted key-holding provider who is responsible for unlocking and relocking, the disabling and setting of alarm systems.
- 5.4 Any faults with door locks, window catches, alarm systems or video security systems shall be reported immediately to the Senior Estates Manager.
- 5.5 The Authority reserves the right to search any member of the Supplier's or Sub-Supplier's staff whilst on its premises, to include Supplier or Sub-Supplier vehicles.

5.6 ESCORTING:

- 5.6.1 The Authority has vulnerable patients who can get easily disturbed and become aggressive in the event of changes, noise and staff with whom they are not familiar are working in their personal space (e.g. bedrooms; social areas). In order to protect these patients, it is an Authority requirement that the Supplier's Staff are escorted by a nominated member of the ward staff at all times whilst working in proximity to these patients.
- 5.6.2 It is the Contractors responsibility to ensure that the relevant ward is contacted a minimum of 3 working days prior to work being carried out in order to arrange a mutually suitable time for an escort to be available. It is the Contractors responsibility to ensure compliance with this appointment.
- 5.6.3 In the event of emergency works or failure to agree a mutually acceptable date / time the Supplier shall contact the local EM or "on call" EM who will arrange for alternative mutually agreeable arrangements to be implemented.
- 5.6.4 The Authority will not entertain any abortive costs if the above process is not carried out and will consider it as a KPI failure, which will be considered during the KPI scoring process.
- 5.6.5 This applies to KMPT only and the buildings in which escorts are required are shown below and highlighted in Appendix 2 Property Schedule and the Service Matrix.

HOSPITAL SITE	AREA / WARD
Oakwood MH Site	Activity Centre (TGU)
	Allied Health Profession (TGU)
	Bedgebury (TGU)
	Emmets & Walmer (TGU)
	Penshurst & Groombridge (TGU)
St Martins Hospital Site	Bluebell/Foxglove Wards
	Fern Ward
	Heather Ward
Thanet Mental Health Site	Thanet MH Sarre
	Thanet MH Sevenscore
	Thanet MH Unit

6. INFORMATION TECHNOLOGY:

- 6.1 The Supplier shall provide all equipment required to deliver the service.
- 6.2 Where the Supplier's provided equipment needs to be used on the Authority's IT network, this shall be subject to compliance with the Authority's IT protocols and the agreement of the Authority. The Supplier shall ensure monthly secure back-ups are retained for the systems for which they are in control.
- 6.3 The Authority uses system for recording of all property related information. This system is the Authority's central system for all proactive and reactive service provision.
- 6.4 The Supplier shall liaise in detail with the Authority's IT department and application support staff, and its existing IT supplier as needed during the mobilisation period, in order to put in place any interfaces that the Authority requires relating to the provision of the Services.
- 6.5 The Supplier, subject to complying with various end-user agreements and security requirements, which will be agreed and completed during the mobilisation period, will be allowed to interface to agreed Authority systems at no additional costs.
- 6.6 In the event of the firmware or software becoming obsolete or unsupported the Supplier shall immediately inform the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT)

6.7 CAFM SYSTEM:

- 6.7.1 The Supplier shall provide a CAFM system for the management of the Services whereby all data held within the CAFM system relating to the provision of the Services at the Premises and Locations shall remain the property of the Authority in perpetuity. The Supplier shall provide the Authority with **full** "read only" and "download" access to the system via a cloud-based server for 10 simultaneous users, including from mobile devices. The Supplier's CAFM system shall as a minimum be configured to provide the following functionality and capabilities in order to achieve the following:

- a. Enable the Supplier to provide pro-active maintenance management

- b. Hold all levels of the Contract Asset Register.
- c. Link all details of Maintenance Records of Routine Activities, and Reactive Activities to the individual Assets to which they relate.
- d. Link soft copies of all Statutory Tests & Inspections certificates to relevant Assets held within the CAFM system within 48 hours of job completion.
- e. Ensure the Supplier's Staff are able to interface with the CAFM System using smart devices, enabling real time update of information relating to Routine Activities, and Reactive Activities.
- f. Capture all data required to report as far as possible in "real time" on all KPIs but must be available within 48 hours of job completion.
- g. Upload hard copy maintenance and service records and individual job sheets with hard copy signature on completion as well as electronic signature functionality within 48 hours of job completion.
- h. Provide a compliance dashboard with high level reporting and allow interrogation of statutory tests and inspections and HTM compliance.
- i. Integrate as far as possible with all Authority building management systems ensuring that as a minimum the CAFM system is able to receive automated warnings from the BMS.
- j. Track incidents of failure to complete Routine Maintenance due to Authority refusal of entry
- k. The Supplier shall, following CAFM system updates, or otherwise annually review the Assignment Instructions for Staff operating the CAFM system.
- l. The Supplier shall provide refresher training to Supplier Staff and Authority CAFM users following each review of the Assignment Instructions.

6.7.2 The Supplier shall also update quarterly the following Planned Activities onto the CAFM system as a minimum: -

- a. All Contract Meetings
- b. All Quality Audits
- c. All Statutory Tests & Inspections
- d. All Planned Maintenance
- e. All formal reports

6.7.3 The CAFM system shall have the capability to capture all data required to report as far as possible in "real time" on all KPIs included within the Key Performance Indicator Schedule.

6.7.4 The Supplier shall ensure the CAFM system is capable of integrating with all Authority Building Management Systems, ensuring all works carried out as a result of alarms are recorded on the CAFM system.

6.7.5 The Supplier shall use CAFM data to proactively manage delivery of the FM services including but not limited to identifying and reporting on performance trends.

7. SUPPLIER HELPDESK:

Each Authority operates a Help Desk that covers a range of services including Estates and Facilities. The Help Desks accept calls from internal stakeholders 'customers', triages the calls and forwards them to either the Authority's Estates Manager for Maintenance Assistant jobs only or the service Contractor's Help Desk. It is envisaged that the Authority Help Desk will remain in place and operational during the life span of this Contract.

7.1 The Supplier shall provide a professionally managed, customer focussed high-quality Helpdesk service. The Helpdesk shall operate as a fully staffed, supervised facility for all

service enquiries and reporting (24 hours per day, 365 days per year).

- 7.2** The Supplier shall train Staff (including but not limited to Helpdesk Operators) in the specific requirements of the Authority's Contract including site and Contract familiarisation.
- 7.3** The Supplier shall enable access to the Helpdesk through a single e-mail address and telephone number.
- 7.4** The Supplier shall ensure that all phone calls received are answered in person (no answerphone) within 30 seconds.
- 7.5** The Supplier shall ensure that all e-mails are acknowledged and a Service Request raised in the CAFM System within 30 minutes.
- 7.6** The Supplier shall log all Service Requests onto the Supplier's CAFM system with a unique reference number.
- 7.7** The Supplier shall log on the Supplier's CAFM system and pro-actively manage any Service Requests received for 3rd parties (e.g. landlords, 3rd party Contractors), through to successful conclusion.
- 7.8** The Supplier shall act as call handler and managing agent for Fault notifications arising from any Assets under warranty / guarantee.
- 7.9** The Supplier shall ensure that all works carried out as a result of building management system alarms are recorded as Reactive Activities on the CAFM system.
- 7.10** A full audit trail of all reactive maintenance calls received and faults identified by the Supplier's staff must be maintained by the Supplier for quality and performance analysis. Each and every reactive service request must have an associated history, including completion date and time.
- 7.11** All activities shall be carried out within the timescales specified. Refer to Key Performance Indicators for additional information on timing.
- 7.12** The Authority has determined that any mechanical, electrical and plumbing reactive works and building fabric reactive works below the threshold of £1,000 (one thousand GBP) excluding VAT can be undertaken by the Supplier without further approval. These thresholds for reactive maintenance shall exclude VAT but include all labour costs, materials, parts, Contractor's equipment, consumables, the overheads and profit mark-up fee, and any other relevant costs applicable to the Supplier's delivery of Reactive Maintenance.
- 7.13** Where any Threshold is exceeded, the Supplier shall provide a breakdown of cost and obtain the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) or approval before the works proceed as detailed below. The Authority reserves the right to change the levels below during the Contract term, the Supplier will be informed of this through a Change Control Notice (CCN).

No.	Service	Threshold	Price mechanism
1	Reactive Maintenance	£1000 for each fully completed fabric related fault and £1000 for each fully completed mechanical, electrical and plumbing faults	Labour Rates, materials costs and overheads and profit as set out in the Schedule 6 - Commercial Schedule to achieve Interim or permanent rectification.
2	Minor Works Costs	The Authority, at its discretion, may request assistance for PPM remedial, reactive repairs and minor works over the value of £15,000 and up to £50,000 excluding VAT (or where works or a lower value are of a specialise nature and/or you are unable to self-deliver).	Competitive quotations from a minimum of 3 suppliers to demonstrate transparency and value for money. The Supplier will be able to charge and overhead and profit rate to include from undertaking the quotation exercise and delivery of the project on behalf of the Authority
3	Minor Works / Project Works	Any services and works over the value of £50,000 the Authority may seek the services of the Supplier to undertake the works, this may include project management, design services etc.	The Contractor will be required to run a competitive tender process to ensure value for money. This work is not guaranteed and the Authority, at its discretion, can choose to go outside of the Contract for these requirements. The Contractor will be able to charge an overhead and profit rate.

8. SCOPE OF SERVICES:

8.1 GENERAL:

8.1.1 The Supplier shall ensure that the maintenance services to all mechanical electrical and plumbing assets are carried out in accordance with industry standards. The objective of this is to ensure this partnership achieves the following:

- a. Contributing to the effective and efficient operation of the Authority's business through the continuous, reliable and efficient provision and maintenance of a range of Services to ensure a safe, compliant, comfortable and functional working environment.
- b. Maximising the useful life span of the specified assets.

- c. Ensuring efficient and cost-effective use of those assets.
 - d. Demonstrating compliance with Government guidance on environmental issues.
 - e. Enabling the Authority to comply with statutory and regulatory requirements and to plan strategically in an informed manner.
 - f. Providing and maintaining accurate and relevant information regarding the Specified Properties.
- 8.1.2 The service shall take into consideration the asset schedules and the O&M manuals, where available, for installed assets and all relevant lease obligations.
- 8.1.3 The Supplier shall provide a service which covers routine maintenance, systems and installations, inspections, statutory testing, monitoring, adjustments, repairs, replacement and preventive regimes to all of the Specified Properties unless otherwise stated. This will incorporate on-site and on-call arrangements as appropriate to meet the Authority's business needs.
- 8.1.4 The Supplier dispatches appropriately qualified, skilled and trained staff to attend and permanently rectify faults and service requests, thereby maximising the number of faults and service requests that are permanently rectified within the quickest possible time.
- 8.1.5 The Authority Help Desk or On-Call Manager notifies the Supplier of Service Requests 24 hours per day, 7 days per week.

8.2 ROUTINE MAINTENANCE SCHEDULE:

- 8.2.1 The Supplier shall update and issue for the Authority's approval the Routine Maintenance Schedule for all Premises and Locations no less than 40 Business Days prior to the 6-monthly anniversary of the Services Commencement Date.
- 8.2.2 In developing the Routine Maintenance Schedule, the Supplier shall follow Good Industry Practice and shall comply, with the following hierarchy of standards as far as they relate to the Assets at each of the Premises and Locations and unless otherwise stipulated in the Derogations Schedule: -
- a. HTM's
 - b. SFG20 Specialist Services HTM Aligned Schedules.
 - c. SFG20 Core Modules
 - d. SFG20 Specialist Services – Access Equipment & Lifts including the following:
(Conveyors; Passenger lifts, goods lifts, etc; pallet trucks and the like; patient hoists window cleaning hoists; fall arrest harnesses)
 - e. SFG20 Specialist Services – Building Fabric;
 - f. SFG20 Specialist Services – Mechanical Handling Equipment.
 - g. SFG20 Specialist Services – Operational.
 - h. SFG20 Specialist Services – Security & Surveillance Systems.
- 8.2.3 Where the Asset is not covered by SFG20, Original Equipment Manufacturer's Recommendations, or other relevant maintenance industry association guidelines and standards shall apply.
- 8.2.4 The Supplier shall ensure that, in the event of discrepancy between the SFG20 Specialist Services HTM Aligned Schedules and any other source for determining maintenance frequencies and tasks, other than statutory requirements, the HTM Aligned Schedules shall take precedence.

8.3 STANDARD OF MATERIALS

- 8.3.1 All spare parts and consumable items that are required to be applied as part of the Contract shall as a minimum be of the same quality and type as provided for the original installation. Spare components shall be of the same manufacture as the equipment being serviced wherever possible and at least in order to maintain warranties.
- 8.3.2 The Supplier shall not seek to replace elements with replacements that have a reduced life cycle, or are reused or reconditioned in nature without the agreement of the Authority Contract Manager.
- 8.3.3 In order to maximise the number of repairs that are able to be completed first time the Supplier will be required to maintain a reasonable supply of spares and equipment that is appropriate to the respective property assets.
- 8.3.4 In the replacement of parts, components and equipment, the Supplier shall ensure that energy efficient replacements are selected wherever possible and will provide evidence of energy efficiency standards as required by the Senior Estates Manager.

8.4 EMERGENCY REACTIVE MAINTENANCE WORKS:

In the event that critical or emergency works are required to mitigate Health & Safety or business continuity risks and even if the works exceed the pre-authorised financial thresholds, then the Supplier may proceed with emergency works. However, the Supplier shall seek formal approval from the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) as soon as possible and shall keep them advised at all times on the technical and financial status of the task.

8.5 EXTRA WORKS AND MINOR WORKS:

- 8.5.1 New mechanical, electrical and plumbing or fabric installations, additions or modifications to existing mechanical, electrical and plumbing or fabric installations will be specified by the Senior Estates Manager, in discussion with the Supplier. KPIs will apply to works of this nature.
- 8.5.2 Whilst good practice dictates that the Supplier would provide any additional works or services to the Authority, the Authority reserves the absolute right to provide such works or services by alternative means.

8.6 PLANNED PREVENTIVE MAINTENANCE:

TASK PLANNING:

- 8.6.1 The Supplier will maintain to the appropriate condition all mechanical, electrical and plumbing equipment which includes complete systems e.g. boilers include pumps, valves, pipework, radiators, etc. The Authority emphasises that the information is provided in good faith and the Supplier must validate this information during site visits.
- 8.6.2 Task planning of the individual services shall take full account of, and comply with, where appropriate:
 - a. Original Equipment Manufacturer's Recommendations.
 - b. HVCA Standard Maintenance Specification, SFG20.
 - c. CIBSE guidelines.
 - d. Building Research Establishment Conservation Support Unit.
 - e. BSRIA (Building Services Research and Information Association).

- f. Hospital Technical Memoranda (HTM)
- g. Hospital Building Notes (HBN)
- h. All relevant statutory regulations and requirements not specifically mentioned above.

8.6.3 WARRANTY PERIOD:

The Supplier shall note items where a specific warranty period remains in place: special maintenance arrangements will be required to be undertaken as appropriate and will be agreed during the Mobilisation period.

8.6.4 PPM SERVICE DELIVERY PLAN:

- a. The PPM Service Delivery Plan, as detailed in the Management and Administration section will be an essential element in maintaining the value and operational performance of the specified assets.
- b. The scope of the PPM works shall be determined by the Supplier as part of the mobilisation period for approval by the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT). In particular, but not exclusively, this will include the mandatory testing and maintenance of all mechanical, electrical and plumbing plant, water systems and other systems and the provision of testing and maintenance records in order to ensure all building plant and equipment contained within the Specified Properties is maintained to the appropriate standards.

8.6.5 MECHANICAL, ELECTRICAL, PLUMBING SERVICES AND STATUTORY TEST, INSPECTION AND/OR MONITORING INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. Heating, ventilation and air-conditioning.
- b. Water supply, above and below ground surface and foul water drainage systems including pumps and interceptors.
- c. Control systems (BMS)
- d. Power, including standby power systems.
- e. Lighting (internal and external).
- f. Access Equipment & Lifts including the following: (Conveyors; Passenger lifts, goods lifts, etc; pallet trucks and the like; patient hoists window cleaning hoists; Fall arrest harnesses)
- g. Life systems, including fire alarms, extinguishers, dry risers, suppression systems and evacuation chairs
- h. Other items, e.g. automatic doors, power assisted doors and roller shutter doors
- i. Security equipment, e.g. CCTV, intruder alarms (excluding KCHFT although would like the option to incorporate at a later date).
- j. Alarm systems: panic alarms and screens, disabled WC alarms
- k. Water hygiene monitoring
- l. Periodic electrical testing
- m. Gas safety testing
- n. Emergency lighting testing
- o. Air quality monitoring
- p. Asbestos Management Plan annual review

8.6.6 FIRE PROTECTION & ALARM SYSTEMS:

- a. The Supplier will be responsible for the maintenance and testing of all the fire detection and protection systems, and fire-fighting equipment.
- b. A weekly fire alarm test regime shall include live activation of the fire alarm sounders

to an audible level and will also include all fire alarm activated devices (e.g. Fire dampers; doors etc). The Supplier should note that in some buildings the fire alarm testing will be carried out by the Authority as detailed in Commercial Schedule.

- c. All annual testing shall be carried out by the Supplier as part of the PPM Programme

8.6.7 FIRE DOORS INSPECTIONS:

- a. Regular inspection and maintenance of mechanised fire doors and associated equipment will be undertaken by a suitably experienced and qualified operative or Sub-Supplier in order to ensure that they are operational at all times and are certificated to ensure compliance with relevant legislation and British Standards.
- b. A full inventory of all fire resisting doors in the Specified Properties should be carried out in year one of the Contract providing Building Name, address, fire door rating, description and door number along with any remedial requirements such as intumescent strips that are painted over or broken door closers.

8.6.8 FIRE EXTINGUISHER SERVICING:

The Supplier shall undertake all fire extinguisher testing in the Specified Properties under the Contract to BS5306, fire detection and alarm systems to BS5839 and BS5446 for dwellings including BS4599 for escape route signage.

8.6.9 BUILDING MANAGEMENT SYSTEMS (BMS):

The Supplier shall be responsible for the maintenance of the Building Management System (BMS) within KMPT in a competent and proactive manner so as to control the systems and the internal environment and to maintain a secure and reliable system. The systems currently in place. KCHFT do not have any BMS currently.

The following is schedule of the KMPT BMS systems.

KMPT BMS SCHEDULE		
Little Brook IQView HMI 2 x IQ3xcite/96 2 x IQ251 1 x IQ241	Green Acres IQView HMI 1 x IQ3xcite/96	Trevor Gibbons Unit Trend 963 Supervisor Trend IQView HMI 10 x IQ3xcite/96 2 x IQ4E/96/BAC 1 x Synapsys 8VIQ
Archery House IQView HMI 1 x IQ4E/96	Albion Place Medical Centre IQView HMI 2 x IQ3xcite/96	The Beacon Centre Trend IQView HMI 1 x IQ210 1 x IQ220
Priority House Trend 963 Supervisor Trend IQView HMI 3 x IQ3xcite/96 3 x IQ4E/96/BAC	Rivendell Villa Trend IQView HMI 1 x IQ4E/96/BAC	Highlands House Trend IQView HMI 1 x IQ4E/96/BAC

8.6.10 LIFTS, HOISTS & SAFETY HARNESS SYSTEMS:

- a. The Supplier shall ensure a robust maintenance regime to lifts, hoists, safety harness systems and other lifting or fall-arrest equipment that reflects the usage of business-critical rating and risk.

- b. The Supplier shall ensure that the service meets the Authority's operational requirements and follows the requirements of the Provision and Use of Work Equipment Regulations and Lifting Operations and Lifting Equipment Regulations 1998 (PUWER and LOLER) current at the time of the works.
- c. The Man-Safe systems are to be tested annually by the Supplier and a test certificate issued to the Authority.
- d. The Supplier shall act as the Duty Holder for lifts and shall keep all records relating to their maintenance in a log book. This information shall also be included in the CAFM system.

8.6.11 SECURITY, ACCESS & INTRUDER SYSTEMS (KMPT Only):

The Supplier shall maintain the existing Intruder alarm systems within the Specified Properties, to ensure their proper functioning throughout the course of the Contract and compliance with BS 4737.

8.6.12 NURSE CALL AND STAFF PERSONAL ALARM SYSTEMS:

The Supplier shall maintain the existing nurse call and staff personal alarm systems within the Specified Properties to ensure their proper functioning throughout the course of the Contract.

8.6.13 STAND-BY POWER:

- a. The Supplier will be responsible for the maintenance and operation of stand by generators and uninterruptible power supply equipment where installed. The Supplier shall ensure that the stand by equipment is available at all times and starts as soon as mains power supply is interrupted or disconnected.
- b. The Supplier shall liaise with the relevant local Estates Manager for the load testing of this equipment.
- c. The Supplier shall be responsible for the accurate records of all systems that are connected to the back-up power supplies.
- d. The Supplier shall be responsible for ensuring that the systems are not overloaded and the balance between phases is maintained.
- e. The Supplier shall be responsible for the procurement of diesel fuel. The generator fuel tank(s) shall be kept at a level above the minimum acceptable level and must be compliant with Control of Pollution (Oil Storage) (England) Regulations 2001. Emergency fuel delivery maybe required to ensure generator runs through any priority works.
- f. The Supplier shall forward fuel invoices to the Authority on a pass-through basis.

The following is a list of Generators at KMPT

LOCATION	GENERATOR TYPE	SIZE (KVA)	FUEL CAPACITY (LTRS)
St Martins (ECAO)	Volvo Penta	550	800
Jasmin / Renal	Broadcrown	360	2,200
Darent House	F.G.Wilson	149	935

Littlebrook	Aries	180	3,700
Greenacres (Incl. Data Centre)	Broadcrown	360	11,925
Priority House	F.G.Wilson	350	2,280
Farm Villa (Data Centre Only)	F.G.Wilson	80	230
TGU Penshurst and Groombridge	Volvo	250	2,130
TGU Walmer and Emmetts	Cummins	150	850
Rosebud Centre	Cummins	72	600

The following is a list of Generators at KCHFT

LOCATION	GENERATOR TYPE	SIZE (KVA)	FUEL CAPACITY (LTRS)
Tonbridge Cottage	Perkins 1104C-44TA	80	200
Victoria Hospital	Perkins 1300	250	TBC
Queen Victoria Memorial	Perkins 2300 Series	350	1050
Sevenoaks	Cummins QSL9G3NR3	250	1120
Hawkhurst	Fleetguard	130	TBC
Trinity House	Deutz	137	800

8.6.14 LIGHTNING PROTECTION:

The Supplier shall be responsible for maintaining the installations in good working order and shall also be responsible for organising the required inspections of the lightning protection installations according to the standard BS6651-1999 or BSEN 62315:2011 depending on the age of the installation – Code of Practice for Protection of Structures Against Lightning or and shall provide copies of the test certificates to the Authority

8.6.15 LIGHTING:

- a. The Supplier shall maintain all internal and external lighting with the specified lighting levels in accordance with guidance embodied within HS (G) 38 Lighting at Work, CIBSE publication LG03 - Areas for Visual Display Terminals and any other relevant legislation. The Supplier shall consider energy consumption when determining the choice of lamp.
- b. Luminaries and light fittings shall be kept in accordance with current installation and in good repair, and shall be cleaned and maintained as necessary to ensure they are free of insects / dust / debris in order to ensure optimum performance.
- c. All emergency lighting shall be fully operational at all times.
- d. The Supplier shall store and dispose of old fluorescent tubes/luminaries using the most economically advantageous method and in accordance with environmental best practice and current WEEE legislation.
- e. The Supplier shall be responsible for maintaining the installations in good working order and shall also be responsible for organising the required inspections in

accordance with regulations taking in to consideration the frequency of use.

8.7 STATUTORY INSPECTION, TEST & MONITORING

- 8.7.1 The Supplier shall set up a programme of statutory inspections for which it is responsible and detail these in the PPM Service Delivery Plan. These inspections are in addition to those carried out by the Authority's insurance company.
- 8.7.2 The Supplier shall escalate any risks identified or clear and present danger immediately to the Senior Estates Manager, with proposed corrective action. The Supplier should make safe immediately on clear and present danger.
- 8.7.3 The Supplier shall at all times comply with all relevant EC and UK statutory and legislative requirements, including any alterations to policy that may take place.
- 8.7.4 The Supplier shall undertake the following statutory tests, inspections and monitoring:
 - a. Periodic electrical test and inspection remedial works.
 - b. Portable Appliance Testing – **KMPT ONLY**
 - c. Emergency lighting testing.
 - d. Water hygiene including Legionella testing.
 - e. Air quality monitoring.
 - f. Annual fire alarm Tests
 - g. Gas safety.

8.7.5 EMERGENCY LIGHTING TESTING:

- a. The Supplier shall undertake all emergency lighting testing in the Specified Properties under the Contract to BS5266 and HTM 05-02: Firecode.
- b. The Supplier will test the emergency lighting systems as detailed in the PPM Schedule, the results of which shall be recorded reported in the Monthly Report. This includes monthly and annual testing of every luminaire, with central battery system indicators being visually inspected weekly. All self-contained emergency lighting must be functionally tested for 5-10 minutes every month, and tested for full-rated duration of typically three hours at least every year.
- c. All results and any remedial action are to be recorded in the site log book and reflected in the CAFM system.
- d. The Supplier shall repair any faulty emergency lighting within the response and rectification times for an Urgent category.

8.7.6 PERIODIC ELECTRICAL TEST & INSPECTION:

- a. The Supplier shall arrange for a programme of periodic testing to each Specified Property that is in full compliance with The Electrical Regulations and Electrical Services – HTM 06-02. The Authority shall allow access as necessary to the Supplier for works to be undertaken during evenings or at weekends to ensure the normal operation of the Authority's business is not affected.
- b. During testing any remedial works regarded as a priority shall be undertaken by the Supplier immediately if practicable. If not practicable the item shall be made safe and isolated and a warning notice posted at the point of isolation. The local Estates Manager (KMPT) / Authority Estates Representative (KCHFT) shall be advised of this situation at the earliest opportunity and apprised of what work is required, the value and the timescale for these repairs to be completed.

8.7.7 WATER HYGIENE:

- a. The Supplier shall implement a regime to carry out Water Quality Risk Assessments at an appropriate and agreed frequency in accordance with L8 Regulations; HSG 274; HTM 04 – 01 and good practice. The Supplier shall produce a detailed report of the entire systems within the Specified Properties under Contract, setting out any areas of risk and recommendations to reduce or remove the risks, schematic drawings of the water systems and photographic evidence of all areas of risk.
- b. The Supplier shall provide water hygiene services, including a cleaning and disinfection regime when required, in accordance with current L8 requirements. These activities shall be dealt with on a pass-through basis.
- c. The Supplier shall produce and implement an inspection and monitoring regime to check systems and plant for performance, cleanliness, contamination and damage. Temperatures shall be monitored to ensure that the required standard of control is reached within the current legislation and code of practice guidelines. Water systems shall be subject to a programme of flushing in accordance with the findings of the Legionella Risk Assessments.
- d. The Supplier shall produce and implement a regime of bacteria sampling to detect Legionella, E-coli and any other water-bound bacteria to meet latest HSE guidance.
- e. The Supplier shall report any anomalies that are detected and report any remedial works where required. Site records shall be audited and amended and kept for inspection purposes.
- f. The Supplier shall produce a monthly report for the Authority Water Quality Group outlining the current water quality and any remedial action required to ensure compliance with HTM – 04 – 01)

8.7.8 AIR QUALITY:

The Supplier shall carry out air monitoring of HVAC and mechanical ventilation systems, measuring the parameters necessary to ensure satisfactory air quality and shall report any variances and remedial works required to ensure compliance with (TM (03 – 01) and CIBSE TM26 Guidelines.

8.7.9 PORTABLE APPLIANCE TESTING (KMPT Only):

- a. Portable Appliance Testing (PAT) of the Authority's equipment shall be carried out based on a planned schedule. It is estimated that the quantity of portable appliances held by the Authority is as follows'
 - KMPT – 10,750 items per annum
 - KCHFT – Not included in this Contract
- b. Where electrical equipment can be identified as personal and belonging to members of staff it shall not be tested. The Supplier shall inform the local Estates Manager as soon as possible of the location of all equipment which has not been PAT tested.
- c. As a minimum, testing shall be implemented in accordance with the current Code of Practice for in-service Inspection and Testing of Electrical Equipment published by the Institution of Electrical Engineers and any other relevant legislation. PAT testing and visual inspection by a competent person shall be risk-based and will take into consideration individual equipment's usage and location. The Supplier shall estimate the expected frequency of testing based on the risk presented to the Class 1 and 2 electrical and electronic equipment of the Authority by the working environments within

the premises.

- d. The Supplier shall provide to the Authority a comprehensive itemised report for every site detailing the testing and remedial works undertaken following every planned or unplanned visit.
- e. All new equipment that the Authority brings into a Specified Property shall be PAT tested if requested by the Senior Estates Manager.

8.7.10 GAS SAFETY TESTING:

- a. The Supplier shall arrange to undertake the statutory testing of the installed gas systems and boilers by a registered Gas Safe engineer. On completion a CP15 certificate shall be issued and provided to the Authority.
- b. Any failed items must be repaired with immediate effect if practicable. If not, the item shall be made safe and isolated and a warning notice posted. The local Estates Manager shall be advised of this situation and apprised of what work is required and the timescale for the repairs to be completed.

8.7.11 BUILDING COMPLIANCE:

The Supplier shall ensure that all activities it undertaken follow the building regulations current at the time of the works.

8.8 REACTIVE MAINTENANCE REQUIREMENTS – BUILDING FABRIC

These requirements are highlighted below and comprise the Authority's most common requests for reactive fabric maintenance. It should be noted that this information is indicative only and no guarantee can be made by the Authority regarding the type or quantity of reactive maintenance requirements it will have over the Contract period. The Supplier will be expected to use its own experience and judgment to assess the range of fabric maintenance skills required to perform the Services and use its market standing to be able to produce the required quantity and quality of resource needed to provide the Services.

8.8.1 BUILDING WORKS & ROOFING

The Supplier will undertake minor building works as and when requested, typical examples are as follows:

- a. External paving repairs.
- b. Hard surface repairs.
- c. Brickwork repairs.
- d. Repairs to steps and staircases.
- e. Flat & pitched roofing and chimney repairs.

8.8.2 CARPENTRY AND JOINERY:

The Supplier shall undertake occasional carpentry and joinery tasks, such as:

- a. Repairs to furniture.
- b. Repairs to park benches.
- c. Repairs to architraves and door frames.
- d. "Easing" of wooden doors.

8.8.3 DOORS:

The Supplier shall provide reactive maintenance to non-mechanised doors, e.g.:

- a. Remedial works to fire doors such as adjustment or replacement of hinges, door closers, intumescent strips and general door furniture.

- b. Remedial works to other internal and external non-mechanised doors.
- c. Adjustment to or replacement of door handles, push-plates, etc.
- d. Repair/replacement of toilet cubicle locking devices.

8.8.4 FENCING:

The Supplier shall carry out occasional repairs to and replacement of various types of fencing, barriers and gates, and also supply temporary fencing structures (e.g.: Heras) as required.

8.8.5 GLASS AND GLAZING:

The Supplier shall provide glazing services, including to heritage glass, and repairs to window frames and window furniture.

8.8.6 FLOORING:

The Supplier shall provide repair and replacement services to tiled, carpeted, vinyl and laminated flooring.

8.8.7 GUTTERS, GULLEYS, RAINWATER PIPES & DRAINS:

The Supplier shall provide an investigative and remedial service to remedy/prevent blockages, overflow and ingress of water, to include:

- a. Rodding/cleaning.
- b. Surveillance of underground services.
- c. Inspection chambers and man-hole covers.

8.8.8 LOCKSMITH:

The Supplier shall provide locksmith services to include:

- a. Lock repairs/changes including in emergency.
- b. Key cutting.
- c. Supply and fitting of digital locks.

8.8.9 PAINTING & DECORATING:

The Supplier shall provide occasional decorating services to include plastering, making good and painting.

8.8.10 WINDOW BLINDS and WINDOW FURNITURE:

The Supplier will provide occasional repair and replacement services for windows, window blinds and window furniture.

APPENDICES

APPENDIX 1

DEFINITIONS:

APPENDIX 1 – DEFINITIONS:

Term	Definition
Asset(s)	means all items of equipment / Equipment, Plant and Materials (including portable appliances) or installations which are used in or subject to the service and which require periodical testing, inspection, maintenance or replacement within the economic life of the affected property, regardless of whether or not they are included in the Contract Asset Register.
Asset Validation Survey	means a survey undertaken by the Supplier to ensure that all Assets requiring Planned Maintenance at the affected property within the scope of the service are identified and recorded on the Contract Asset Register.
Authorisation to Proceed	means any written instruction from the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) to undertake Variable Price Services or elements of the Fixed Price Services which require the Authority's approval.
Buildings / Areas not in use or Removed from the Property Schedule	means any written instruction from the Authority's Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) to cease PPM / Reactive Works in an area that is closed or out of use for any reason. The appropriate adjustment to costs shall be agreed with the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT)
Consequential Fault	means a fault that is notified to the helpdesk by the Supplier in accordance with Appendix 3 KPI Schedule.
Contract Asset Register	means an updated version of the Initial Asset Register following the Supplier's Asset Validation Survey, that meets the requirements of the specification
Contract Manager	means the member of the Supplier's Staff, working exclusively on this Contract and shall be the senior single point of contact for the Authority for all commercial matters and matters relating to the performance of the service.
Contract Service Matrix	means the Initial PPM Service Schedule updated with changes agreed during the validation exercise undertaken during mobilisation.
Core Business Hours	means the normal operational service times of the Authority's core business at each of the Affected Properties. Core Business Hours are deemed to be 08:30am until 4:30pm Monday to Friday unless agreed otherwise. Hours for servicing are subject to mutual agreement and will form part of the Mobilisation process.

Discovered Assets	means any Asset which is in scope of the service which is identified by the Supplier in the Asset Validation Survey, which was not on the Initial Asset Register
Early Warning Notice	means a notice that may be issued to the Supplier following review of the Performance Indicators for the preceding 3 months of a Quarterly Contract meeting.
Estimate	means an assessment made by the Supplier of the likely cost of a Project based on the Supplier's professional experience, giving a breakdown of the likely costs (including labour, materials, profit, overheads and any other relevant costs).
Fault	means a circumstance, condition, defect, event or flaw that adversely affects any Asset in the performance of its functions and / or which compromises safety or security.
Fixed Deductions	means the negative values shown in the KPI Performance Model.
Fixed Price	means the price to the Authority for the management and delivery of the Fixed Price Services as detailed within the Commercial Schedule Volume 1 which are fixed for the duration of the Contract, subject to change only through formal change control or any inflationary mechanism incorporated within the Contract.
Forward Maintenance Plan	means the plan developed and maintained by the Supplier relating to the following years of the Contract than the present.
Helpdesk	means the service provided by the Supplier to receive, pro-actively manage and provide customer feedback for Faults and Service Requests and other enquiries relating to the Affected Properties or the service from customers.
Indexation	means an increase of the Planned Programme Maintenance charges utilising the CPI Index;.7.2.3 - repairs and maintenance as detailed in Appendix 4 – Payments and Pricing Mechanisms
Interim Rectification	means temporary rectification including making safe and secure of a fault, restoring as much functionality as possible, where permanent rectification is not possible
Key Performance Indicator (KPI)	means a set of quantifiable measurements used to assess the Supplier's overall performance
KPI Event	means an activity that is measured by a KPI in accordance with the KPI descriptions in Appendix 3

KPI Event Failure	means the failure to undertake a KPI Event in accordance with Appendix 3
Maintenance Records	means the O&M manuals, drawings, maintenance and service records, test and compliance certificates, inspection programmes, orders, log books, documents and all health & safety files relating to the provision of the Services as referred to in the Specification.
Mobilisation Period	means the period between Contract Award and the starting date, when the incumbent Supplier is still providing the services and the Supplier is setting up operations.
Monthly Fixed Price	means 1/12 of the Annual Fixed Price.
Monthly Fixed Price Payment	means the value as calculated monthly in accordance with Appendix 4 - Pricing and Payment.
Monthly Variable Price Payment	means the value as calculated monthly in accordance with Appendix 4 - Pricing and Payment.
Out of hours	means the operating times at each of the Affected Properties outside of the Authority's Core Business Hours.
Payment Adjustment	means an amount that may be included as a negative amount for any Quarterly period following the issuing of a Performance Rectification Notice
Performance Model Calculator	means the excel performance measurement tool to be used by the Supplier to measure its monthly performance against the Key Performance Indicators and Service Delivery Indicators and which is set out in Appendix 3 - KPIs.
Performance Level 1	means as defined in the specification
Performance Level 2	means as defined in the specification
Performance Level 3	means as defined in the specification
Performance Rectification Notice	means a notice that issued by the Authority signifying that Payment adjustments will take place on a monthly basis until performance improves to Performance Level 1 as agreed with the Authority.

Permanent Rectification, Permanently Rectify & Permanently Rectified	means the complete resolution of a Fault (to full functionality and appearance requiring no further service by applying good industry practice) or Service Request.
Permanent Rectification Time	means the times set out in the specification that the Supplier is required to meet to Permanently Rectify Faults and Service Requests at the affected property following notification to the Authority Helpdesk.
Planned Preventative Maintenance & Planned Maintenance	means routine, cyclical or planned inspections, tests and maintenance services including statutory tests and inspections.
Priority Level	means the urgency of a reactive Service Request in line with the specification, assigned by the Helpdesk accounting for the specific context of each fault or Service Request.
Project(s)	means a part of the service provided in relation to ad hoc activities for which a task order is provided and either Estimates or quotations are provided by the Supplier.
Quality Management Plan	means the Contractors plan detailing how quality will be achieved throughout the term of the Contract
Reactive Maintenance	means a repair or replacement of an Asset or component undertaken in response to identification of a Fault and instructed in accordance with the Specification.
Security Checks	means checks carried out when leaving areas on the completion of the Supplier's duties, including ensuring that the task area is cleaned or cordoned off, lights switched off, and windows and doors securely closed and locked.
Service Delivery Plan	means the Plan detailing how the services will be provided to achieve the requirements in the delivery of PPM Services.
Service Delivery Report	means the monthly report submitted by the Supplier to the Authority in accordance with Appendix 6.
Service Levels	means the service standards expected for each element of the service as described in the Specification and Key Performance Indicators - Appendix 3
Service Request	means a call logged on the Supplier's Helpdesk System.
Specialist Equipment	means equipment that would not normally be required by the Supplier to undertake the service
Specialist Materials	means materials that would not normally be required by the Supplier to undertake the service and would not be cost effective for the Supplier to hold a supply.
Supplier Plan	means a plan developed by the Supplier detailing the management structure for the Contract

Supplier's Staff	means all persons used by the Supplier in the provision of the service whether as its direct employees, agents, directors, consultants or otherwise. Supplier Staff includes any person employed or engaged by a Sub-Supplier to the Supplier
Threshold	means the Price level which the Supplier must seek approval to proceed in delivering Reactive Services as detailed in Appendix 4 – Pricing and Payment.
The Authority	KENT and MEDWAY NHS and SOCIAL CARE PARTNERSHIP TRUST (KMPT) and KENT COMMUNITY HEALTH NHS FOUNDATION TRUST (KCHFT).
Variable Price Service	means any element of the service which is not considered to be a Fixed Price Service, whereas all costs, overhead and profits for the delivery of the service shall be recoverable from the Authority in accordance with the provisions of Appendix 4 – Pricing and Payment

APPENDIX 2

PROPERTY SCHEDULES:

APPENDIX 2 – PROPERTY SCHEDULE: KMPT

(Sites requiring Escorts are highlighted in yellow)

Site	Building	GIA m ²	Use	
Albion Place, Maidstone ME14 5DY	Albion Place, 23-29	1,489	Maidstone Hub	Community Out Patients
Alexander Lodge (Sevenoaks Hosp Site) Hospital Road, Sevenoaks, TN1 3 3PH	Alexander	278	VACANT	
Arndale House 18-20 Spital Street Dartford Kent DA1 2DL	Arndale Hse	1,098	Northwest Hub	Community Out Patients
Ash Eton Site Radnor Park Avenue, Folkestone, Kent CT19 5HL	Ash Eton	1,149	South East Hub	Community Out Patients
	The Cottage	140	VACANT	
Beacon Centre Manston Road, Ramsgate, CT12 6NT	Beacon Cntr	1,949	North East Hub	Community Out Patients
Britton House Britton Farm, High Street, Gillingham, ME7 1AL	Britton Farm Mall	1,717	Medway Hub	Community Out Patients

Coleman House Brookfield Avenue Dover, Kent CT16 2AH	Coleman Hse, Dover	1,195	South East Satelite	Community Out Patients
Darent House Hospital Road, Sevenoaks, TN13 3PH	Darent Hse	2,096	South West Satelite	Community Out Patients
Deal MH Centre (Victoria Hospital Site) Victoria Hospital London Rd, Deal Kent CT14 9UA	Deal Clinic	498	South East Satelite	Managed and maintained by KCHFT
11 Ethelbert Road Canterbury Kent CT1 3ND	EthelbertRd11	403	Community in Patients	
Eureka Medical Centre TN25 4BY	Eureka Med Centre	736	Maidstone Hub	Community Out Patients
Fant Oast (Bridge House) ME168DE	Fant Oast	434	Rehab Home	
Greenacres MH Site Bow Arrow Lane, Dartford,DA2 6PB	Allington Cntr	1,184	Hospital Site	
	Archery Hse	3,037		
	Brookfield Cntr	510		
	Elizabeth Raybould Cntr	1,159		
	Generator Block	42		
	Little Brook Hosp	3,287		
	Littlestone Continuing Care	889		
	Rosewood Ldg	667		
	Tarentfort Cntr	1,165		
	Wheelchair/Maintnc e	309		
The Grove 1 The Grove, Ramsgate, Kent CT11 9SH	The Grove,	459	Community in Patients	
Heathside Centre Site ME17 4AH	Avalon - Invicta Hse	3,001		
	Bevan House	498		
Highlands House TN1 2JN	Highlands Hse	2,093	South West Hub	Community Out Patients
Holy Trinity Resource Centre	Holy Trinity Cntr	508		

67 High Street, Dartford, DA1 1DJ				
Jasmine Centre/Kings Renal Darenth Wood Road, Dartford, DA2 8DA	Jasmine Cntr	1,556	Community in Patients	
Site	Building	GIA m²	Use	Site
Kings Road, Herne Bay Kings Road, Herne Bay CT6 5DD	Kings Rd	339	North East Satelite	Community Out Patients
Laurel House Site 41, Old Dover Road Canterbury CT1 3HH	Laurel Hse	1,202	North West Satelite	Community Out Patients
Magnitude ME20 6WT	Magnitude	1,107	Corporate Hub	
Medway Maritime Hospital Windmill Road, Gillingham, ME7 5NY	A Block - Ruby Ward	909	Community in Patients	
	Disabled Services Centre	1,696		
	Newhaven Lodge	442	Community in Patients	
Oakapple Lane Site ME16 9NW	Oakapple Lane, 18 - Red House	173		Community Out Patients
	Oakapple Lane, 20 - Poppy House	217		Community Out Patients
	Oakapple Lane, 22 - Brenchley Unit	294		Community Out Patients
Oakwood MH Site ME16 9PH	Activity Centre (TGU)	329	Hospital Site	
	Allied Health Profession (TGU)	135		
	Bedgebury (TGU)	626		
	Beech Hse	151		
	Emmets & Walmer (TGU)	1,332		
	Estates Store	28		
	Farm Villa/George Villa/Bay Tree Hse	1,231		
	Forensic Mangnt/Farm Cottage	333		
	Lakeside Lounge	74		
	Penshurst & Groombridge (TGU)	1,892		

	Priority Hse	5,688		
	The Pavilion	15		
Rivendell Mill Lane, Eastry, Sandwich, Kent CT13 0JX	Rivendell	338	Community in Patients	
Rosebud Centre ME19 5HT	Rosebud Cntr	534	Community in Patients	
Sittingbourne Hospital Site ME10 4DT	Chris Ellis Centre	213	Admin	
	Frank Lloyd Nursing Home	2,097	VACANT	
	Memorial Hosp	533		Community Out Patients
St Martins Hospital Site Littlebourne Rd, Canterbury CT1 1TD	Area Offices	2,146	Hospital Site	
	Bluebell/Foxglove Wards	2,438		
	Fern Ward	844		
	Generator House	68		
	Gregory House	777		
	Heather Ward	717		
	Kitchens/Restaurant	1,191		
	The Cube	1,196		
	Webb's Garden Office	58		
St Michaels House, Sittingbourne ME10 3DW	St Michaels Hse	953		Community Out Patients
Thanet Mental Health Site 164 Ramsgate Rd, Margate CT9 4BF	Thanet MH Flete	448	Hospital Site	VACANT
	Thanet MH Sarre	415		Leased to EKHT
	Thanet MH Sevenscore	689		
	ThanetMHUnit	1,637		
Tonbridge Road, 111 ME16 8JS	Coach House	52	Community in Patients	
	Tonbridge Rd, 111	346		
Twistleton Court DA1 2EN	Twistleton Court	457		
TOTAL		69,903 m²		

KCHFT PROPERTY SCHEDULE

Site	Address	Post Code	In principle Occupancy agreement
39 New Street (ADP Dental) / Sandwich Dental Practice	39 New Street, Sandwich, Kent	CT13 9BB	Whole Building FRL or owned
Abbey Court, Dolphin Centre	Abbey Court 7-15 St Johns Road Tunbridge Wells Kent	TN4 9TF	1 X Floor IRL
Bellingham Way	First Floor Bellingham Way Aylesford Logistics Estates Aylesford Maidstone Kent	ME20 6XS	1 X Floor IRL
Birchlands Business Centre	Benhall Mill Road Tunbridge Wells Kent	TN2 5JH	Whole Building FRL or owned
Capital House	Capital House, Jubilee Road, Faversham	ME13 8GD	2 X Floor IRL
Chaucer House	Half Unit A3 and whole A4, Chaucer Bus Prk, Dittons Rd, Polegate, East Sussex	BN26 6JF	Whole Building FRL or owned
Churchill Centre	Royal British Legion Village, Aylesford, Kent	ME20 7NJ	Whole Building FRL or owned
Clover Street	4 Clover Street, Chatham, Kent	ME4 4DT	1 X Floor IRL

College Road Clinic	College Road, Margate, Kent	CT9 2RT	Whole Building FRL or owned
Coxheath Clinic	Heath Road, Coxheath, Maidstone	ME17 4AH	Whole Building FRL or owned
Discovery Orthotics	Building 819, Discovery Park, Sandwich, Kent	CT13 9FG	Whole Building FRL or owned
Exchange House	Thomas Way, Lakesview, Int Bus Prk, Hersden, Canterbury Kent	CT3 4NH	Whole Building FRL or owned
FDS House	94-104 Harvey Drive, Whitstable	CT5 3QZ	Whole Building FRL or owned
Foster Street Clinic	Foster Street, Maidstone	ME15 6NH	On disposal Whole Building FRL or owned
Hawkhurst Cottage Hospital	High Street, Hawkhurst	TN18 4PU	Whole Building FRL or owned
Kent Science Park 188	Unit 188, Sittingbourne Kent	ME9 8NP	1 X Floor IRL
Mildmay Court	Bellevue Rd, Ramsgate, Kent	CT11 9JX	1 X Floor IRL
Molehill Copse	Hereford Road Maidstone, Kent	ME15 7NB	1 x Floor owned
Mill Lane House	SALT 3rd Floor, Mill Lane House, Mill Lane, Margate, Kent	CT9 1LB	1 X Floor IRL
Norman House	Beaver Business Park Beaver Road Ashford Kent	TN23 7SG	3 x floors FRL
Shearway Unit J	Concept Court, Shearway Business Park, Folkestone, Kent	CT19 4RG	Whole Building FRL or owned
St Augustine's	125 Canterbury Road, Westgate on Sea, Kent	CT8 8NL	2 X Floor IRL
The Oast - Kent Trust HQ	Unit D, Hermitage Court, Hermitage Lane, Maidstone, Kent	ME16 9NT	2 X Floor IRL
Tonbridge Cottage Hospital	Vauxhall Lane, Tonbridge Kent	TN11 0NE	Whole Building FRL or owned
Trinity House	110/120 Eureka Park, Upper Pemberton, Kennington	TN25 4AZ	Whole Building FRL or owned
Unit 1D Workshop	Jubilee Way, Faversham,	ME13 8GD	Whole Building FRL or owned

Unit G Hermitage Court	Hermitage Court, Hermitage Lane, Barming, Maidstone	ME16 9NT	1 X Floor IRL
Victoria Hospital	London Road Deal Kent	CT14 9UA	Whole Building FRL or owned
Westcliffe House	Westcliff Gardens, Folkestone, Kent	CT20 1SZ	3 X Floor IRL
Vicarage Lane clinic	Vicarage Lane Clinic Vicarage Lane Ashford Kent	TN23 1NJ	Whole Building FRL
Sevenoaks Hospital	Sevenoaks Hospital Hospital Road Sevenoaks Kent TN13 3PG	TN13 3PG	Whole Building FRL or owned
Sevenoaks OPD and Out buildings	Sevenoaks Hospital Hospital Road Sevenoaks Kent TN13 3PG	TN13 3PG	Whole Building FRL or owned
Dover Health Centre	Maison Dieu Road Dover Kent	CT16 1RH	Whole Building FRL or owned
Queen Victoria Memorial Hospital and Out Buildings	King Edward Avenue Herne Bay Kent	CT6 6EB	Whole Building FRL or owned

APPENDIX 3

KEY PERFORMANCE INDICATORS

KEY PERFORMANCE INDICATORS:

1. OVERVIEW

- 1.1 The Supplier shall design the service delivery in such a way as to minimise down time, breakdowns, extend asset life and to ensure the following:
 - a. The assets provide adequate operational functionality during site operational hours and to meet the business needs of the Authority.
 - b. All services and equipment meet the required availability and performance standards.
 - c. That specified environmental conditions are achieved where specified.
- 1.2 The Supplier shall manage the performance of the service pro-actively, in order to ensure as far as possible that performance as reported at the end of each month meets Performance Level 1 (as defined below) for each KPI.
- 1.3 The Supplier measures performance against each of the KPIs and completes the Table 12 of the Specification Document - Performance Calculator Sheet and submits this to the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) as part of the monthly Service Delivery Report.
- 1.4 The Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) audits the scores entered into the Performance Calculator Sheet by the Supplier, resulting in agreed and accurate –

2. PERFORMANCE OF THE SERVICE:

- 2.1 The Supplier shall manage and deliver the service to ensure that performance of the service achieves no less than Performance Level 2 - Meets Expectations for all KPIs, as calculated by the Performance Model.
- 2.2 The service shall be subject to these Performance Management requirements regardless of whether the service is delivered by the Supplier or by the Supplier's Sub-contractor(s).
- 2.3 The Supplier shall self-monitor, pro-actively manage and report on all aspects of their performance of the service to meet the requirements of Appendix 2 - Specification.
- 2.4 The Client, should it so choose, shall also have the right to monitor the performance of the service in accordance with the provisions set out in this Performance Management.
- 2.5 The Supplier's payment for delivery of Fixed Price Services shall be subject to adjustment based upon the Performance Levels achieved in accordance with the calculations contained in the Performance Model.
- 2.6 **Balanced Scorecard**
- 2.7 The Performance Model adopts a balanced scorecard approach to measuring, monitoring, and managing the performance of the service, utilising the following four quadrants to the balanced scorecard:
 - a. Delivery;
 - b. Customers;
 - c. Financial; and

d. Relationship.
each being a “Balanced Scorecard Quadrant”.

- 2.8 KPIs assigned to the “Delivery” and “Customer” Balanced Scorecard Quadrants are to provide an understanding of the how well the Services are delivered in relation to the Contract requirements, and the “Customer” perceptions of the service.
- 2.9 KPIs assigned to the “Relationship” and “Financial” Balanced Scorecard Quadrants are to enable a broader understanding of performance of the Contract from the perspective of both the Supplier and the Client.
- 2.10 The balanced scorecard reporting output uses the average Performance Level Points of all KPIs in each quadrant within the Performance Month to determine the Performance Level for each quadrant:
- a. Poor;
 - b. Below Expectations;
 - c. Meets Expectations; or
 - d. Exceeds Expectations.
- 2.11 Where there are no KPIs measured in any one Performance Month in any of the quadrants, no Performance Level is calculated.
- 2.12 **KPI Review**
- 2.13 The Supplier and the Service Manager shall undertake a joint review of KPIs at the end of the first bedding-in period (i.e., 3 months following the starting date), and on each anniversary of the starting date.
- 2.14 The KPI review shall provide a process to enable KPIs to be reconfigured to:
- a. Allow for the consideration and application of new or amended measures;
 - b. To assess and ensure KPIs are “Specific, Measurable, Achievable, Realistic and Time-bound” (“SMART”);
 - c. To ensure continued optimum performance of the Supplier; and
 - d. To limit the impact of KPIs that become ineffective over time.
- 2.15 The Supplier and the Service Manager shall work collaboratively during the KPI review and neither party shall seek to significantly alter the overall risk profile of the Contract. This shall not preclude the Client’s right to introduce new KPIs to measure performance of particular aspects of the service that may not currently be specifically measured by a KPI or to remove those KPIs which are no longer required.
- 2.16 The KPI review shall take no longer than one month to conclude, with any proposed amendments to be agreed at the first Contract 3 meeting 1 month after the end of the first bedding-in period and each anniversary of the starting date. To the extent the Parties are unable to agree to the changes, then the KPIs as drafted shall remain in place without change.
- 2.17 **Performance Model - Performance Data - Table 8 – Reporting Periods**
- 2.18 The Performance Model shall be used by the Supplier to record all Performance Input Data throughout the Contract Term.
- 2.19 “Table 8” of the Performance Model identifies the Contract Year, each Contract Year quarter,

the month of each Contract Year and the status of each KPI in each month.

- 2.20 The Supplier is permitted to change the status of each KPI in each month of each Contract Year from “Open” to “Closed” at the end of each month, subject to the Client approving all Performance Input Data at the monthly Governance Group 3 meeting.

3. PERFORMANCE MEASURES

3.1 Performance Model - Performance Data - Table 11 – Performance Indicators

- 3.2 The Client has identified a range of KPIs which shall be used to measure performance of the service. The KPIs are detailed within “Table 1” of the Performance Model.
- 3.3 Table 1 of the Performance Model identifies the KPI reference number, the KPI name, the “KPI Criticality Level”, the “Balanced Scorecard Quadrant”, the “KPI Type”, if Payment Adjustments are applicable to the KPI, if Performance Level 4 – Exceeds Expectations is applicable to the KPI, and if Roll Over Event Failures are applicable.
- 3.4 The KPI Criticality Level is assigned based on an assessment of the criticality of the element of the service being measured by the KPI and is set to either:
- a. 1;
 - b. 2;
 - c. 3; or
 - d. 4.

With 1 being the highest level of criticality.

- 3.5 For each KPI, the following are defined in the Table 1 of the Performance Model:

- a. KPI number;
- b. KPI name;
- c. KPI criticality level
- d. Balanced scorecard quadrant;
- e. KPI description;
- f. Purpose of KPI;
- g. KPI type;
- h. Performance scale applicable
- i. Definition of KPI Event;
- j. Definition of KPI Event Failure;
- k. Definition of KPI Roll Over Event Failure (where applicable);
- l. Reporting Input Data - evidence requirements;
- m. KPI reporting frequency; and
- n. Payment adjustments applicable.

- 3.6 There are four types of KPI based on how they are measured within the Performance Model:

- a. “Pass or Fail” – A single KPI Event Failure shall attain Performance Level 4 – Poor.
- b. “Fixed Threshold” – Performance Levels are calculated based on the number of KPI Event Failures identified in the Performance Month against pre-defined thresholds within the Performance Model.
- c. “Dynamic Threshold” – Performance Levels are calculated based on the number of KPI Event Failures identified in the Performance Month against pre-defined thresholds within

- the Performance Model, multiplied by the number of KPI Events
- d. "Percentage" – Performance Levels are calculated using a total number of KPI Events in the Performance Month / KPI Event Failures in the Performance Month.

4. PERFORMANCE LEVELS

4.1 Performance Level Threshold Scales

- 4.2 "Table 5" of the Performance Model contains the threshold numbers of KPI Event Failures for each "Threshold Scale", for each KPI type (excluding Percentage KPIs). A "Threshold Scale" is applied to each "Pass or Fail", "Fixed Thresholds" or "Dynamic Threshold" KPI in "Table 10" and "Table 11" of the Performance Model.

4.3 Percentage Performance Scales

- 4.4 Table 4 of the Performance Model contains the "Percentage Performance Scale" and "Percentage Scale Deductions" applied to "Percentage KPIs" in "Table 10" and "Table 11" of the Performance Model.

- 4.5 Performance Model - Performance Data - Table 12 - Performance Levels & Performance Level Thresholds

- 4.6 The Performance Model assesses the Supplier's performance against each KPI based on Performance Input Data entered into the Performance Model by the Supplier and agreed by the Service Manager, to identify which of the following Performance Levels is achieved for each KPI within the Performance Month:

- a. Performance Level 1 - Exceeds Expectations
- b. Performance Level 2 - Meets Expectations
- c. Performance Level 3 - Below Expectations
- d. Performance Level 4 – Poor

- 4.7 The Performance Model contains Performance Level thresholds for each Performance Level for each KPI in "Table 10" of the Performance Model, which set the basis of KPI measurement for each KPI as follows:

4.8 Performance Level 1 – Exceeds Expectations

- a. "Pass or Fail" KPIs – Not Applicable
- b. "Fixed Threshold" KPIs and "Dynamic Threshold" KPIs – KPI Event Failures allowable
- c. "Percentage" KPIs – Minimum % KPI Event pass percentage required

4.9 Performance Level 2 – Meets Expectations

- a. "Pass or Fail" KPIs – Achieved where no KPI Event Failures in Performance Month
- b. "Fixed Threshold" KPIs and "Dynamic Threshold" KPIs – Achieved where KPI Event Failures in the Performance Month are equal to or higher than Threshold 2 and equal to or lower than Threshold 3
- c. "Percentage" KPIs – Achieved where KPI Event pass percentage in the Performance Month is equal to or lower than Threshold 2 and equal to or higher than Threshold 3

4.10 Performance Level 3 – Below Expectations

- a. "Pass or Fail" KPIs – Not Applicable
- b. "Fixed Threshold" KPIs and "Dynamic Threshold" KPIs – Achieved where KPI Event

Failures in the Performance Month are equal to or higher than Threshold 4 and equal to or lower than Threshold 5

- c. "Percentage" KPIs - Achieved where KPI Event pass percentage in the Performance Month is equal to or lower than Threshold 4 and equal to or higher than Threshold 5

4.11 **Performance Level 4 – Poor**

- a. "Pass or Fail" KPIs – Achieved where 1 or more KPI Event Failures in the Performance Month
- b. "Fixed Threshold" KPIs and "Dynamic Threshold" KPIs – Achieved where KPI Event Failures in the Performance Month are equal to or are above Threshold 6
- c. "Percentage" KPIs – Achieved where KPI Event pass percentage in the Performance Month is equal to or lower than Threshold 6

5. PAYMENT ADJUSTMENTS

5.1 **Performance Model – Deductions Caps**

- 5.2 The Performance Model limits the amount of the Supplier's payment at risk to performance (as calculated by the Performance Model) to the Payment Adjustment Cap

- 5.3 Should the total Performance Deductions in any one Performance Month exceed the relevant monthly equivalent of the Payment Adjustment Cap, then the maximum Payment Adjustment shall be the relevant monthly Payment Adjustment Cap.

- 5.4 The Monthly Fixed Price Service Fee shall be entered into "Table 2" of the Performance Model at the commencement of the Contract. The Supplier shall update the Monthly Fixed Price Service Fee in "Table 2" of the Performance Model on a monthly basis to reflect any changes to the Annual Fixed Price Service Fee as determined by all variations enacted through the Change Control Process prior to the commencement of the following month.

5.5 **Performance Model - Performance Data - Table 13 – Payment Adjustment Levels**

- 5.6 The Performance Model uses two types of deductions methodologies

- a. "Per KPI Event Failure" deductions methodology; and
- b. "Percentage Performance Scale" deductions methodology.

- 5.7 Where a KPI is denoted as a "Per KPI Event Failure" deductions methodology in "Table 11" of the Performance Model, then "Fixed Deductions" shall be applied to each KPI Event Failure as also detailed in "Table 12" of the Performance Model. "Fixed Deductions" vary for each KPI and between Performance Level 3 – Below Expectations and Performance Level 4 – Poor for each KPI.

- 5.8 The value of the "Fixed Deductions" for KPIs using the "Per KPI Event Failure" deductions methodology are re-calibrated in each month of the Contract, for each KPI Criticality Level based on the % change in the Monthly Fixed Price, as calculated in Table 2 of the Performance Model. e.g. a "Fixed Deduction" of £100 per KPI Event Failure in year 1 and quarter 1 of the Contract, will increase to £120 per KPI Event Failure in year 1 and quarter 2 of the Contract where the Monthly Fixed Price Service Fee has increased by 20%. For the avoidance of doubt, this re-calibration can decrease as well as increase "Fixed Deductions" dependent on the changes to the Monthly Fixed Price.

- 5.9 Where a specific KPI Event Failure is not rectified by the end of the following Performance Month, a Roll Over Deduction may be applied as detailed within "Table 9" of the Performance

Model.

- 5.10 Where a KPI is denoted as a “Percentage Performance Scale” deductions methodology in “Table 11” of the Performance Model, the deduction applicable to performance is calculated using the “Percentage Performance Scale” reference number (PPSn) indicated in “Table 11” of the Performance Model and as more particularly set out in the Performance Levels tab of the Performance Model.
- 5.11 The value of deductions for KPIs using the “Percentage Performance Scale” deductions methodology are calculated using an equal distribution of the total value of the “Percentage Performance Scale” Deduction Cap for each KPI Criticality Level, between each percentage point within the “Below Expectations” or “Poor” Performance Levels, as set out in detail in the Performance Levels tab of the Performance Model.
- 5.12 The value of the “Percentage Performance Scale” deduction caps, and the subsequent Payment Adjustment for varying percentage Performance Levels for KPIs using the “Percentage Performance Scale” deductions methodology are re-calibrated in each quarter of the Contract, for each KPI Criticality Level based on the % change in the Monthly Fixed Price, as calculated in “Table 2” of the Performance Model. e.g., a “Percentage Performance Scale” Deduction Cap of £1,000 in year 1 and quarter 1 of the Contract, will increase to £1,200 in year 1 and quarter 2 of the Contract where the Monthly Fixed Price Service Fee has increased by 20%. For the avoidance of doubt, this re-calibration can decrease as well as increase “Percentage Performance Scale” Deduction Caps dependent on the changes to the Quarterly Contract Price.
- 5.13 For the avoidance of doubt, the deductions levels attributable to both the “Per KPI Event Failure” deductions methodology and the “Percentage Performance Scale” deductions methodology are designed to change (up or down) during the Contract Term in line with any changes to the Monthly Fixed Price.
- 5.14 **Performance Model - Performance Data - Payment Adjustments**
- 5.15 “Table 13” of the Performance Model calculates the deductions for each KPI for each Performance Month based on the deductions methodology assigned to each KPI in “Table 11” of the Performance Model.
- 5.16 Where a KPI is denoted as a “Per KPI Event Failure” deduction in “Table 11” of the Performance Model, the Payment Adjustment for that KPI is calculated by the multiplication of the number of KPI Event Failures calculated in “Table 11” of the Performance Model for Performance Level 3 – Below Expectations and Performance Level 4 – Poor, by the relevant “Fixed Deduction” in “Table 11” of the Performance Model.
- 5.17 Where a KPI is denoted as a “Percentage Performance Scale” Deduction Methodology in “Table 9” of the Performance Model, the Performance Model looks up the relevant “Percentage Performance Scale” Deduction table applicable to the KPI (as indicated in “Table 9” of the Performance Model) from the “% Performance Levels” tab of the Performance Model. The Payment Adjustment is then calculated by looking up the applicable KPI Percentage Score and applying the applicable “Percentage Performance Scale” Deduction from the applicable Percentage Performance Scale.
- 5.18 “Table 13” of the Performance Model calculates the total Roll Over Deductions by multiplying the deduction value per Roll Over Event Failure for each KPI (as applicable) by the total number

of Roll Over Event Failures in each Performance Month.

5.19 “Table 13” of the Performance Model calculates the total Payment Adjustments prior to the application of the Monthly Payment Adjustment Cap.

5.20 **Performance Model - Payment Adjustments**

5.21 “Table 14” on the “Payment Adjustments” tab of the Performance Model identifies the total Performance Adjustments calculated for all KPIs for each month of the year for the Contract Term due prior to the application of the monthly Payment Adjustment Cap, identifies the value of the monthly Payment Adjustment Cap for each month, and shows the final Payment Adjustment to be made following the application of the Payment Adjustment Cap.

5.22 The Supplier shall refresh all data in KPI pivot tables in the Performance Model prior to submitting the Performance Model to the Client each month.

5.23 **Payment Adjustments**

5.24 Payments made to the Supplier shall be adjusted on a rolling monthly basis as calculated by the Performance Model.

5.25 The total Payment Adjustment to be made after the application of the Monthly Payment Adjustment Cap shall be deducted by the Client from payment to the Supplier pursuant to the provisions of clause 5 of the Contract.

5.26 The Client retains the right to decide whether or not to enact Payment Adjustments where these are calculated by the Performance Model.

5.27 **Relief from Deductions**

5.28 Where the Service Manager has agreed in writing to grant relief from a specific deduction, the Supplier shall exclude this from the calculation of total KPI Event Failures.

6. PERFORMANCE INPUT DATA

6.1 **Performance Input Data Sources**

6.2 The main sources of Performance Input Data for KPI Events and KPI Event Failures shall be:

- a. The Supplier’s own self-monitoring & audit as part of the Quality Management Plan;
- b. The Supplier’s own investigation following a complaint;
- c. The Client’s own audit of the service; or
- d. The Client’s investigation following a complaint.

6.3 **Performance Model - Performance Data - Table 12 –Performance Input Data & Performance Level Results**

6.4 The Supplier shall be responsible for inputting Performance Input Data for all KPIs into “Table 12” of the Performance Model at the end of each Performance Month. This data shall include:

- a. Total number of KPI Events for “Percentage” KPIs and “Dynamic Threshold” KPIs;
- b. Total number of KPI Event Failures for all KPI types; and

- c. Total number of Roll Over Event Failures.
- 6.5 Where there are no KPI Events for “Percentage” KPIs in any one Month, the default Performance Level is set as Performance Level 2 - Meets Expectations.
- 6.6 The Supplier shall provide evidence to support the Performance Input Data for the Affected Property along with the Service Delivery Report.
- 6.7 Any one KPI Event Failure shall only be applied to one KPI. In most instances it will be clear which KPI any particular KPI Event Failure is attributable to, however in instances where a KPI Event Failure may be attributable to more than one KPI, the default position shall be that the failure is attributed to the KPI with the highest Payment Adjustment level.
- 6.8 Where the Supplier believes there to be mitigating circumstances to any KPI Event Failures in the Performance Input Data, the Supplier shall provide a detailed account of the mitigating circumstances including documentary evidence where relevant.
- 6.9 The Supplier shall ensure that all Performance Input Data provided by the Service Manager to the Supplier where Client Performance Input Data Evidence is also provided, is incorporated into the Performance Model submitted each month.
- 6.10 The Client’s right to submit Performance Input Data for inclusion within the Performance Model, shall be restricted to a maximum of six (6) months retrospectively.
- 6.11 At the end of each month, the Supplier measures performance against each of the KPIs in accordance with the Supplier’s Plans, completes the Performance Model and submits to the Service Manager as part of the monthly Service Delivery Report.
- 6.12 At the Monthly Performance Meeting the Service Manager shall review the Performance Input Data entered into the Performance Model by the Supplier along with any KPI Event Failure mitigating circumstances, resulting in an agreed and accurate Performance Model for each Month. For the avoidance of doubt, the Service Manager shall at its sole discretion, acting reasonably, either approve or disagree the Performance Input Data and whether to accept or reject KPI Event Failure mitigating circumstances.
- 6.13 “Table 12” of the Performance Model indicates the total number of KPI Event Failures within each of the Performance Levels based on the pre-set Performance Level Thresholds and the Performance Input Data submitted for each Performance Month and based on this, identifies the Performance Level achieved for each KPI for each Performance Month.

7. CONTINUED PERFORMANCE BELOW EXPECTATIONS OR POOR PERFORMANCE

7.1 Continued Below Expectations or Poor Performance

- 7.2 The Service Manager shall instruct the Supplier to attend a meeting (a “Continued Performance Below Expectations Meeting”) where: -
- a. any single KPI attains Performance Level 3 - Below Expectations or below for any three (3) consecutive Performance Months; and/or
 - b. any single KPI attains Performance Level 3 – Below Expectations or below for three months in any rolling six (6) month period; and/or
 - c. any single Pass or Fail KPI, attains Performance Level 4 – Poor for two (2) months in any rolling three (3) month period; and/or
 - d. In the reasonable opinion of the Client the Supplier’s performance is unsatisfactory.

- 7.3 For the avoidance of doubt, the above triggers shall not constitute grounds for termination, however the Service Manager may require the Supplier to develop Performance Improvement Plans as set out in paragraph 6.4.
- 7.4 **Partial Termination or Step-In**
- 7.5 Subject to the provisions of paragraph 6 the Service Manager shall instruct the Supplier to attend a meeting (a “Continued Poor Performance Meeting”), which, subject to the Performance Improvement Plan provisions contained within 7.9, may result in Step-In or Partial Termination of the service in relation to the relevant aspect of the service.
- 7.6 In the event the Supplier fails to achieve the required level of improvement following two successive Performance Improvement Plans for the same trigger of a Continued Poor Performance Meeting, the Client may;
- a. Take action in respect of the service in relation to the KPI in accordance with Schedule 10 (Client step-in) of the Contract;
- 7.7 **Termination**
- 7.8 The Service Manager shall instruct the Supplier to attend a “Continued Poor Performance Meeting”, which subject to the Performance Improvement Plan provisions contained within 7.4, may result in termination of the service where:
- a. any single Pass or Fail KPI, attains Performance Level 4 – Poor for any six (6) Performance Months in a rolling nine (9) month period; and/or
 - b. The Performance Model calculates total Payment Adjustments in excess of the Monthly Payment Adjustments Cap for six (6) Performance Months in any rolling nine (9) month period; and/or
 - c. any single Pass or Fail KPI, attains Performance Level 4 – Poor for four (4) consecutive Performance Months in any six (6) month period.
- 7.9 **Performance Improvement Plans**
- 7.10 The Supplier and the Service Manager shall attend the “Continued Performance Below Expectations Meeting” or “Continued Poor Performance Meeting” and discuss the Supplier’s performance.
- 7.11 The Supplier shall provide the Service Manager with a Performance Improvement Plan, within seven (7) Business Days of the “Continued Performance Below Expectations Meeting” or “Continued Poor Performance Meeting”, including a programme of activities to achieve the required level of improvement.
- 7.12 The Service Manager shall review the Performance Improvement Plan and respond to the Supplier within (7) Business Days either agreeing the Performance Improvement Plan or requiring the Supplier to make amendments to the Performance Improvement Plan.
- 7.13 The Supplier shall implement the Performance Improvement Plan upon approval of the Performance Improvement Plan by the Service Manager.
- 7.14 The Service Manager shall monitor the delivery of the agreed Performance Improvement Plan

and at the end of the agreed programme determine whether the Performance Improvement Plan has been successfully implemented or not.

- 7.15 If in the reasonable opinion of the Service Manager the Performance Improvement Plan has not been successfully implemented, and/or the required level of improvement has not been achieved, the Client may:
- a. Instruct the Supplier to submit a further Performance Improvement Plan; or
 - b. Terminate the Contract in its entirety where the Performance Improvement Plans were required as a result of performance meeting any of the criteria in paragraph 6.3.

8. INITIAL EXEMPTION PERIOD:

- 8.1 There is a “bedding-in” period of 3 months from the commencement of services date. During the bedding-in period, the Supplier measures and reports on performance of the service in accordance with the incentive schedule without any rectification measures being taken.
- 8.2 The KPIs are reviewed at the end of the 3-month bedding-in period, and biannually thereafter, and may be reconfigured to allow for the application of new or amended measures. This ensures continued optimum performance and limits the impact of KPIs that become ineffective over time.
- 8.3 The service provided by the Supplier’s Sub-contractors operates within the performance mechanisms of the Contract.

9. CONTINUOUS IMPROVEMENT & SUPPLIER’S PROPOSALS:

- 9.1 In order to further incentivise the Supplier and provide the opportunity for continuous improvement, the Contract incorporates a gainshare mechanism whereby the Authority and the Supplier share in any savings made through the application of a new working practice, process or equipment use.
- 9.2 Supplier’s proposals take the form of a business case which:
 - a. provides a description of the proposals.
 - b. describes in detail how implementing the proposals would benefit the delivery of the service.
 - c. details a breakdown of the impact on the cost of the service.
 - d. includes any other relevant information reasonably required by the Authority.
- 9.3 A PPM KPI Event Failure will occur for each instance where:
 - a. The Planned Activity is “Closed” on the Contractors CAFM system after the scheduled date and time for the Planned Activity.
 - b. The Planned Activity remains “Open” on the *Contractors* CAFM System after the due date and time.
 - c. The Supplier did not carry out the Planned Activity at the time and date stated on the CAFM System.
 - d. A required Statutory Test or Inspection is found to be missing from the Failure Contract Service Matrix and not carried out within 1 month of identification.
 - e. Failure to provide Statutory Testing documentation / certification.
- 9.3.2 Identified through either: -
 - a. The Contractors own self-monitoring & audit as part of the Quality Management Plan.
 - b. The Contractors own investigation following a complaint.
 - c. The Authority audit or investigation following a complaint.
 - d. Inspection by Authority’s Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) (KPMT) / Authority’s Estates Representative (KCHPT)

NOTE: — If the Supplier is prevented from gaining access to undertake the same routine maintenance task on the same assets by any member of Authority staff then he shall inform the Senior Estates

Manager (KMPT) and / or Head of Estates (KCHFT) immediately and reschedule the tasks within 24 hrs of the initial refusal. The Supplier will make 3 attempts to reschedule the task with the Authority's appropriate representative. In the event of being prevented from delivering the task after these 3 attempts, the Supplier shall have a right to submit a claim (demonstrating to the satisfaction of the Authority) for any direct losses, claims or charges directly associated with the prevention of access.

TABLE 2 - REACTIVE MAINTENANCE SERVICE LEVEL AGREEMENT

SLAs for Reactive Services measure the speed at which Faults and Service Requests are Attended and Permanently Rectified. The Supplier responds to Faults and Service Requests by Attending the affected property within the timescales set out below and according to the assigned priority level.

Response & Rectification Times – All Sites & Services				
Priority/ Category	Description	Attendance Time	Temp Fix Time	Permanent Rectification Time
P1 Emergency	<p>EMERGENCY/Immediate Health & Safety/Security/Business Critical risk or which significantly restrict or curtail normal operation / use of the property. Examples include water flooding into premises, burst pipe, lift entrapment, power failure.</p> <p>All staff attending to carry out work in this category must be suitably qualified, competent and experienced to carry out the work required</p> <p>NOTE 1: Refer to paragraph re Escorting of Contractors staff.</p>	1.5 hour	1 hour	8 hours
P2 Urgent	<p>URGENT Matters that prevent or severely restrict the Authority from conducting normal operations. Matters that impinge upon the proper working of the facilities –. Examples include boilers failure, insecure premises, lift not operational,</p> <p>All staff attending to carry out work in this category must be suitably qualified, competent and experienced to carry out the work required</p> <p>NOTE 1: Refer to paragraph re</p>	1.5 hour	2 hours	8 hours

Response & Rectification Times – All Sites & Services				
Priority/ Category	Description	Attendance Time	Temp Fix Time	Permanent Rectification Time
	Escorting of Contractors staff.			
P3 & P4 Non-Urgent	<p>Matters of a routine or a “minimal impact” nature – NON-URGENT.</p> <p>All staff attending to carry out work in this category must be suitably qualified, competent and experienced to carry out the work required</p> <p>NOTE 1: Refer to paragraph re Escorting of Contractors staff.</p>	8 hours	8 hours	5 business days
Out of Hours	<p>OUT-OF-HOURS service request are deemed to be Monday to Friday 16:30-08:30am and Friday 16:30 – Monday 08:30 and Bank Holidays</p> <p>All staff attending to carry out work in this category must be suitably qualified, competent and experienced to carry out the work required</p> <p>NOTE 1: Refer to paragraph re Escorting of Contractors staff.</p>	Will be as per priority / category e.g. P1 or P2	Will be as per priority / category e.g. P1 or P2	Will be as per priority / category e.g. P1 or P2
E Reporting	All Monthly, Quarterly and Annual Reports to be submitted as detailed in the Reporting Section of this Contract	100% of reports to be submitted on time and in correct format	2 working days	Reports submitted on time and in the agreed format
F Escorting	Escorting requests to be carried out as detailed in the Escorting section of this Contract	Requests to be made 3 working days prior to work being carried out		Evidentiary documentation to be provided with worksheets
G Quotations	All quotations for PPM remedial /	95% of quotations	2 working	Quotation received

Response & Rectification Times – All Sites & Services				
Priority/ Category	Description	Attendance Time	Temp Fix Time	Permanent Rectification Time
	additional works shall be submitted within 7 working days	to be submitted on time and in the correct format	days	

NOTE: – If the Supplier is prevented from gaining access to undertake the same reactive maintenance task on the same assets by any member of Authority staff then he shall inform the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) and reschedule the tasks with 24 hrs of the initial refusal. The Supplier will make 3 attempts to reschedule the task with the Authority's appropriate representative. In the event of being prevented from delivering the task after these 3 attempts, the Supplier shall have a right to submit a claim (demonstrating to the satisfaction of the Authority) for any direct losses, claims or charges directly associated with the prevention of access.

TABLE 3 - SCHEDULE OF KEY PERFORMANCE INDICATORS AND PERFORMANCE MODEL



14-02-2023 - KMPT
Hard FM - Performance



14-02-2023 - KCHFT
Hard FM - Performance

10. Completion of a Fault and Secondary Faults:

- 10.1 Where the Supplier attends the affected property in response to a fault notification and discovers a secondary fault which is unrelated to the Fault for which he is in attendance, the Supplier reports the secondary fault to the Contractors' helpdesk. This secondary fault is reported to the Authority's Help Desk. The Authority's helpdesk determines the priority level of the secondary fault and the Supplier ensures permanent rectification in line with the priority level.
- 10.2 Where the Supplier Attends the affected property and permanent rectification is not practical or is not possible due to a requirement for additional resources, lack of skills, equipment or parts or where circumstances (for example, weather) render permanent rectification impractical, the Supplier undertakes interim rectification of the fault.
- 10.3 Where the Supplier attends the affected property in response to a Fault notification and is only able to carry out an Interim Rectification, the Supplier's Staff report a Consequential Fault to the Supplier's helpdesk. The Supplier's helpdesk records the consequential fault as subsequent Service Request to the original fault and determines the priority level of the Consequential Fault.
- 10.4 The Supplier ensures permanent rectification in line with the revised Priority Level. The Attendance and permanent rectification Times of the Consequential Fault start at the time the Supplier's Staff notifies the Supplier's Helpdesk of the Consequential Fault, which is before the Supplier leaves the location which they have attended.
- 10.5 For the avoidance of doubt, when reporting performance against KPIs for Reactive Services in

the Service Delivery Report, the Supplier shall include all Faults that have been closed within the reporting month and all open Faults where the Rectification Time has been exceeded. The report excludes Service Requests that are open at the end of the reporting month but where the Rectification Time has not elapsed. These Faults are included within the Service Delivery Report for the next month.

11. Exclusions:

11.1 In respect of Reactive Maintenance which the Authority has authorised the Supplier to carry out, no KPI Event Failure will be attributed to the Supplier in the circumstances set out in sub-paragraphs (a) to (c) below (an “Exclusion”), provided that when the Fault is reported, if authorised to do so, the Supplier shall commence and continue to make all reasonable endeavours to permanently rectify the fault so reported. For the avoidance of doubt, where an Exclusion is agreed by the Authority to apply to a Fault, the Fault and the actual Rectification Time achieved shall not be defined as a KPI Event and shall not be included in the performance calculation for the relevant KPI:

- a. Specialist Equipment is required and is not immediately available provided the Supplier could not reasonably be expected to obtain such equipment in the time required.
- b. Specialist Materials are required provided the Supplier could not obtain them in the time required.
- c. Access is denied by the Authority including but not limited to the following reasons:
 - urgent access requirements of another party to the affected property that would otherwise have a materially adverse impact on the Authority’s business.
 - for safety reasons.
 - The Supplier notifies the Authority within the Rectification Time that they believe that the fault should be excluded from the performance calculation setting out:
 - The reason for the Exclusion
 - The expected permanent Rectification Time and date
 - Providing any relevant supporting documentation including the lead time for Specialist Equipment and / or Specialist Materials and evidence of denied access.

11.2 In respect of Planned Preventative Maintenance, no KPI Event Failure is attributed to the Supplier where, in the circumstances set out in sub-paragraph (a) below, an Exclusion is agreed by the Authority, provided that following the denial of access the Supplier makes all reasonable endeavours to undertake the Planned Preventative Maintenance within 1 Month of the original planned date:

- a. Access is denied by the Authority including but not limited to the following reasons:
- b. urgent access requirements of another party to the affected property that would otherwise have a materially adverse impact on the Authority’s business.

- c. for safety reasons.
 - d. The Supplier notifies the Authority within 24 hours of denial of access that they believe that the Planned Preventative Maintenance should not be defined as a KPI Event Failure and be excluded from the performance calculation setting out:
 - The reason for the Exclusion.
 - The expected time and date that the Planned Preventative Maintenance will be undertaken. and
 - Providing supporting documentation and evidence of denied access.
- 11.3 Following receipt of each request for an Exclusion, the Authority, in their absolute discretion, decides and notifies the Supplier in writing that it:
- a. Approves the Exclusion.
 - b. Rejects the Exclusion.

12. Early Warning Notice:

- 12.1 If the Supplier performs the services at a standard which is below expectations when measured against the KPIs, for a period of three consecutive months or for three months out of a period of six months, the Authority may request the Supplier to attend an Early Warning meeting and discuss the continued poor performance. Performance which is below expectations includes but is not limited to:
- a. Failure of one or more “Pass or Fail KPI” for a three-month period.
 - b. Failure to meet Performance Level 1 for any one KPI for three consecutive months.
 - c. Performance Adjustments in excess of the Deductions Cap for two months in any six-month period.
- 12.2 The Supplier shall be requested to provide the Estates Manager with a Service Improvement Plan, including a programme for the improvement of the services to the required standard, within 7 days of the Early Warning meeting. The Estates Manager reviews the service improvement plan and responds, either agreeing the service improvement plan or requiring the Supplier to make amendments to the service improvement plan.
- 12.3 The Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) monitors the delivery of the agreed service improvement plan and at the end of a period of three consecutive months, determines whether the service improvement plan has been successfully implemented or not.

13. Performance Rectification:

- 13.1 If Performance has not improved and if the Service Improvement Plan has not been successfully implemented during a three-month period following the issuance of an Early Warning Notice, the Authority may decide to issue a Performance Rectification Notice relating to the performance during the preceding three-month period. A Performance Rectification Notice is linked to financial deductions.

- 13.2 The Contract allows for the adjustment of payments made to the Supplier following a Performance Rectification Notice. The Supplier is to carry out a Payment Adjustment calculation on a monthly basis, based upon actual performance levels achieved. The Authority retains the right to decide whether or not to make Payment Adjustments if performance falls below expectations.

14. Payment Adjustments:

- 14.1 Continued poor performance is linked to financial deduction payments. For each KPI, Fixed Deductions are applied where performance meets Performance Level 2 or Performance Level 3. Payment Adjustments are calculated by the Performance Model and are the sum of all Fixed Deductions.
- 14.2 Payment Adjustments which result in a financial deduction are capped monthly at 6% of the Monthly Contract Price.
- 14.3 Fixed Deductions (as indicated in Table 3 of the Performance Model) are the pre-set sums incurred for each KPI Event Failure and are increased by means of a ratchet mechanism. Deductions increase in value as performance drops down the Performance Levels.
- 14.4 The value of the Fixed Deductions is set individually for each KPI, based upon the relative importance of the KPI, the likely frequency of KPI Events and to achieve an overall balance within the 6% performance cap.
- 14.5 Following a Performance Rectification Notice, the Supplier calculates the monthly Payment Adjustment using the Performance Model as follows: -
- a. For each "Pass or Fail KPI" and for each "Fixed Threshold KPI" the Supplier enters the number of KPI Event Failures for the Month in Table 4
 - b. For each "Percentage KPI" the Supplier enters the number of KPI Events and the number of KPI Event Failures for the Month in Table 4
- 14.6 To calculate Fixed Deductions, the Performance Model calculates the number of KPI Event Failures that fall within each of the Performance Levels and multiplies this by the associated Fixed Deduction per KPI Event Failure for each Performance Level (as indicated in Table 3).
- 14.7 The total Payment Adjustment is shown in Table 5 of the Performance Model once the relevant data has been entered by the Supplier. Should this total exceed the 6% cap, then the maximum negative Payment Adjustment is shown in Table 6 of the Performance Model. Where there are no KPI Events for a KPI in any one Month, the default performance level is set as "Meets or exceeds expectations" and no Payment Adjustments apply for that KPI.

15. Continued Poor Performance:

- 15.1 If the service improvement plan has not been successfully implemented, the Authority may instruct the Supplier to submit a further service improvement plan or may terminate the services.
- 15.2 If the Supplier has not corrected or remedied any default within the specified or agreed times, the

Estates Manager may arrange for the work to be executed separately by a third party in accordance with this Specification and deduct any additional costs incurred from payments due to the Supplier.

APPENDIX 4

PRICING AND PAYMENT MECHANISMS

1. Pricing and Payment Mechanisms

- 1.1 The Authority calls for full transparency of costs for Services provided under this Contract, to include breakdown of time taken and evidence of any materials, equipment, labour costs, Sub-Supplier costs as appropriate. The Authority may request a sample of evidence prior to any payment being confirmed.
- 1.2 The Supplier shall develop and operate a mechanism for identifying all costs which are additional to the Contract, and obtain permission from the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) prior to commencing any such additional works above the Financial Threshold Limits.

2. Applications for Payment and Invoicing:

- 2.1 The Supplier shall submit to the Authority within 5 Business Days after the last Business Day of each Month, an Application for Payment ("AFP") for Fixed Price Services and an AFP for Variable Price Services (VPS) for the preceding month.
- 2.2 The AFP submitted by the Supplier will comprise the total sum in accordance with the Procedure for Monthly PPM Fixed Price Payment at per paragraph 3 below and supporting data in excel format including cost per building by cost centre, and any further detail as agreed with the Authority. The AFP shall be clear, concise, accurate and adequately descriptive to enable efficient and effective approval by the Authority.
- 2.3 Each Monthly Variable Price Payment shall provide a summary of the total value of the month's VPS, alongside a cumulative total value for each Contract year.
- 2.4 The Supplier shall send the AFP to the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) at the address below:

[To be finalised on Contract award]

- 2.5 Failure on the part of the Supplier to submit an AFP may delay authorising the AFP and subsequent payment of invoices. Any loss or additional expenses incurred by the Supplier in the re-submission of an AFP or invoice will be the Supplier's own expense.
- 2.6 The Supplier shall submit all AFPs in a Microsoft Excel schedule format with all formulae and workings visible.
- 2.7 The Authority will authorise Application for Payments within 5 working days of receipt. The Supplier shall, following authorisation of Application for Payment, submit an invoice to the Authority. Invoices should contain a purchase order number and should be submitted to:

KMPT

Tradeshift <https://go.tradeshift.com/register>

KCHFT

KENT COMMUNITY HEALTH NHS FOUNDATION TRUST
Payments Department, 2F Trust Offices
Kent and Canterbury Hospital
Ethelbert Road
Canterbury
CT1 3NG

Invoices can be sent by post to the above address or by email: ekfc.payables-ryy@nhs.net

- 2.8 Invoices will be paid within 30 days.
- 2.9 Without prejudice to any other rights of the Authority, payment (or any part thereof) to the Supplier may be withheld if the Supplier fails to comply with the requirements of this Appendix.

3. PPM Fixed Price Services:

- 3.1 The Authority will agree with the Supplier during the Mobilisation the Monthly Fixed Price following validation of Assets and services required. The Authority will use Commercial Schedule as a basis to agree the Monthly Fixed Price. The Supplier shall manage and deliver all PPM Fixed Price Services for the Monthly Fixed Price
- 3.2 Any change to the number of Properties or Services delivered to the Properties may have an impact on the Fixed Price and will require a Contract Variation Order for the change to be agreed by The Authority.
- 3.3 The Supplier shall include and provide in their PPM fixed price for all spares and consumable items which are required to satisfactorily maintain the Services including but not limited to the following:
- Lubricating oils and greases
 - Jointing compounds and materials
 - Gaskets, seals and washers
 - Bolts, screws and plugs
 - Cable, conduit and trunking
 - Pipe brackets and supports
 - Corrosion inhibitors, scale inhibitors and anti-freeze chemicals
 - Disposable test equipment items
 - Cleansing, degreasing and anti-corrosion fluids and materials
 - Descaling acids and neutralisers
 - General cleaning equipment and materials
 - Miniature circuit boards
 - Fuses including, high rupture capacity fuses, and wire
 - Cable clips, connectors and grommets
 - General purpose mastics
 - Electrical contact cleaners
 - Refrigerant gases
 - Panel lamps

- Lamps & tubes
- Belts
- Filters

4. Variable Price Services for Reactive Maintenance and Minor Works:

- 4.1 Variable Price Services relate to Reactive Maintenance and Minor Works as detailed below and are instructed as Work Order requests to the Helpdesk.
- 4.2 The Supplier's Variable Price Services are made up of labour rates and overhead and profits mark-up as detailed in the Pricing Schedule and are fully inclusive of all staff costs including (where applicable) but not limited to wages for normal time working, premium rates for overtime working, bonuses and payments in respect of skill, responsibility or special agreements, Personal Protective Equipment, work wear, travelling time and expenses, lodging, holiday, sick days, private health insurance, life assurance, death benefit, national insurance contributions and tool allowances), vehicles, tools, consumables and Supplier's Equipment.
- 4.3 The Supplier shall charge for materials, parts & equipment only where these are not included within the Variable Priced Rates and at the same cost to the Supplier plus the fee percentage detailed in Commercial Schedule.
- 4.4 Variable Priced Rates shall apply irrespective of the method of delivery, i.e. self- delivery by the Supplier or Sub-Supplier delivery unless over the value of £15,000.00 where competitive quotations must be sought as detailed below.
- 4.5 The Authority has determined that any mechanical, electrical and plumbing reactive works below the threshold of £1000 and for building fabric reactive works below the threshold of £1000 can be undertaken by the Supplier without further approval. These thresholds for reactive maintenance shall exclude VAT but include all labour costs, (excluding travel time), materials, parts, Contractor's equipment, consumables, the overheads and profit mark-up fee, and any other relevant costs), applicable to the Supplier's delivery of Reactive Maintenance.
- 4.6 Where any Threshold is exceeded, the Supplier shall provide a breakdown of cost and obtain The Authority approval before the works proceed as detailed below.
- 4.7 The Supplier shall be invited to price for any new services during the period of the Contract but the Authority reserves the absolute right to provide such services by alternative means.

The Authority reserves the right to adjust these values, this will be carried out through a Change Control Notice

5. Authorisation to Proceed for Variable Price Services:

The Supplier shall only be entitled to charge for Variable Price Services completed within the previous month where the Supplier has received appropriate written Authorisation to Proceed with the exception of Priority A Reactive Activities and items under the thresholds detailed above.

6. Payment Requirements for Variable Priced Reactive Works:

For services delivered using Variable Priced Rates along with associated materials, parts and equipment charges, the Supplier shall include in the AFP as a minimum: -

- Helpdesk Service Request number (if applicable).
- Short description of activity.
- Property to which the payment request relates.
- Evidence of the local Estates Manager having authorised the activity (if in excess of approval thresholds).
- Hourly Rate band(s) applied.
- No. of hours.
- Cost of materials, parts & equipment.
- Mark up on materials, parts & equipment (as set out in the Pricing Schedule). and
- Total Price to the Authority
- Relevant budget code and Asset number

7. Minor Works Pricing:

- 7.1 For items estimated to cost in excess of £15k, or where the works are of a specialist nature or where the Supplier is unable to self-deliver the Supplier is required to demonstrate value through obtaining competitive quotes for carrying out the works.
- 7.2 The Supplier shall submit the quotations to the Authority for approval by the Senior Estates Manager. The Supplier may include overheads and profits to the quotations, no other additional charges may be levied, without the prior approval of the Senior Estates Manager. The Supplier must ensure that any Contractors requested to quote comply with all protocols included within this Contract, meet all legislative requirements and have the necessary skills and competences to deliver the work to the required standards ensuring there is no detrimental impact on the wider delivery of the service.
- 7.3 The Supplier shall be invited to price for any new services during the period of the Contract but the Authority reserves the absolute right to provide such services by alternative means.

8. Payment requirements for Minor Works:

The Supplier shall include in the AFP as a minimum: -

- Project name or reference.
- Quotation.
- Task Order number and date.
- Date of quotation.
- Short description of the works
- Property where the work was delivered.
- Evidence of the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT) having authorised the project.
- Value of quotation.
- Value of all agreed variations to the price.
- Date of completion.
- Invoice amount.
- Copy of the Senior Estates Manager's acceptance of Project completion.
- The Authority approval status (To be completed by the Senior Estates Manager (KMPT) and / or Head of Estates (KCHFT))

9. Procedure for Payment Adjustment:

If a Performance Rectification Notice has been issued the Supplier shall provide within the AFP a deduction calculation of the Monthly Fixed Price Payment in accordance with the formula set out below. This shall apply from the date detailed on the Performance Rectification Notice until the month in which performance improves to a Performance Standard Level 1 or as agreed with the Authority.

The Supplier shall calculate the Monthly Fixed Price Payment as follows:

$$\mathbf{MFPP = (MFP + PA)}$$

Where:

MFPP = Monthly Fixed Price Payment

MFP = Monthly Fixed Price

PA = Payment Adjustment

10. Indexation:

- 10.1 The charges and any other rates or prices must be those in force at the Commencement Date and shall cover the full cost of the planned preventative maintenance work and all other services required for the full Contract Term.
- 10.2 On the first anniversary of the commencement of the Contract (service delivery commencement date) and in subsequent years the prices, labour rates may if the Parties agree, be adjusted in accordance with the Office of National Statistics – CPI Index 07.2.3. Maintenance and Repairs.
- 10.3 The charges shall be varied by the application of the following formula and the charges shall be varied to take effect on the relevant anniversary date of this Agreement:

$$\mathbf{NC + EC * X}$$

Where:

NC = New charge

EC = Existing Charge

X = (% change in CPI)100

11. Consumer Price Index:

The Consumer Price Index (CPI) as published by the Office as National Statistics. The measurement to be used in the variation calculation of the variable “X” shall be the percentage “Annual Change” in the CPI in respect of the month in which the relevant anniversary occurred. Where the published figure is stated to be a provisional figure or is subsequently amended that figure shall apply as ultimately confirmed or amended.

APPENDIX 5

GAIN SHARE

1. GAIN SHARE

In order to incentivise the Supplier and provide the opportunity for continuous improvement, the Contract incorporates a gainshare mechanism whereby the Authority and the Supplier share in any savings made through the application of a new working practice, process or equipment use. The gainshare mechanism reflects a balance between the Parties' strategic objectives by promoting the reduction of the overall cost of the Services whilst not impacting negatively on the Supplier's profitability.

The aim of the gainshare mechanism is to drive benefit between both Parties, recognising that this principle shall require flexibility depending on the opportunity that is presented.

Where the service cost was part of the original Fixed Price submission or within the reactive and minor works pricing at the Services Commencement Date, savings realised as a result of the implementation of Improvement Suggestions shall be shared by the Authority and the Supplier in accordance with the following ratios:

- a.** For the first 12 months following implementation of the Improvement Suggestion the saving (including overheads and profit) shall be shared 50:50 by the Parties
- b.** From the first anniversary of the implementation of the Improvement Suggestion the Supplier shall retain 100% of the profit margin on the saving only.

Any financial benefit to be shared as a result of a gainshare proposal will be net of the costs required to implement the change including depreciation on capital investments with depreciation life being over the remaining term of the Contract.

Where a Contract change is put in place in accordance with Schedule 10 Change Control Procedure and where the change has not been initiated through the gainshare mechanism, this will constitute a change to the Fixed Price rather than an opportunity for gainshare between the Parties. When such a change is implemented the value of the change shall include profit and overhead in accordance with the overhead and profit percentages set out in the Price Book. In no circumstance shall the Supplier be able to retain the full financial value of overhead and profit in these circumstances.

The gainshare mechanism shall be triggered where there is a significant change to the Supplier's method of service delivery which will result in a net reduction in cost.

The commercial triggers for gainshare shall include but not be limited to:

- a.** Technological advancement;
- b.** New working methods;
- c.** Investment to save costs or improve the efficient delivery of the Services
- d.** Changes in staffing levels

The Supplier shall actively demonstrate innovative ways of delivering the Services and eliminate inefficiencies throughout the term of the Contract including reviewing new ways of working. This shall include continuous review of service delivery methods to improve service quality, eliminate inefficiencies, introduce innovation, realise cost savings and achieve improved value for money.

This shall be done at no detriment to the quality of service delivered, unless agreed in writing by The Authority in advance of implementation. Where improvements deliver financial benefits a gainshare model will be applied.

The Supplier shall submit Improvement Suggestions to the Authority. Improvement Suggestions are proposals for innovations in or improvement to the delivery of the Services which lead to improved quality and/or savings and may include but shall not be limited to changes to the Specification, changes to the Contract Management Plan, changes to the Services Delivery Plan or changes to the Services themselves.

The Supplier's performance in putting forward Improvement Suggestions and making savings shall be reviewed at the monthly performance meeting.

Where the Supplier identifies an Improvement Suggestion it shall provide a business case to the Authority which shall:

- a. Provide a description of the relevant Improvement Suggestion;
- b. Describe in detail how such Improvement Suggestion would benefit the delivery of the Services;
- c. Detail a breakdown of the Improvement Suggestion Cost (if any) including the proposed reimbursement period for the Improvement Suggestion Cost;
- d. Propose the ratio in which realised savings shall be shared; and
- e. Any other information reasonably required by the Authority.

Following receipt of each business case, the Authority shall notify the Supplier in writing that they:

- a. Approve the business case for the Improvement Suggestion;
- b. Approve the business case for the Improvement Suggestion subject to any condition the Authority may require; or
- c. Reject the business case.

Where the Authority conditionally approves the business case the Supplier shall re-submit an amended business case for reconsideration by the Authority.

Where the Authority approves the business case for the Improvement Suggestion the Parties shall follow the Contract Change procedure set out in Schedule 10 and upon implementation of the Improvement Suggestion by the Supplier the Fixed Price shall be adjusted in accordance with the provisions of the Contract.

the Authority shall decide at their absolute discretion whether business cases are approved or rejected.

Where the Authority identifies potential Improvement Suggestions, the Authority shall notify the Supplier of the potential Improvement Suggestion and the Supplier shall submit a business case for the Improvement Suggestion to the Authority.

APPENDIX 6

REPORTING

1. REPORTING:

- 1.1 The Supplier is required to submit a monthly report of all works and testing undertaken, whether these be planned or reactive in nature, as part of the monthly reporting regime.
- 1.2 Appropriate standards of data security, maintenance and access shall be complied with in the storing of all data including compliance with the Data Protection Act and the General Data Protection Regulations 2018. Records, documentation and computer records shall be available for inspection by the Authority as required. Requested information is to be provided within agreed timescales.
- 1.3 Such other information may include the provision of statistical information to allow the Authority to undertake its reporting requirements for central government and reports and supporting records reasonably required for the Authority to undertake its own audit requirements.

2. MONTHLY REPORT:

- 2.1 The Supplier shall issue Monthly Reports in the agreed format no later than 7 working days after the end of each month, or in such other time period as may be agreed between the Parties.
- 2.2 The Supplier shall ensure full and sufficiently detailed data is available to the Authority for analysis of performance in support of the Monthly Report.
- 2.3 The Supplier shall include a high-level visualisation dashboard report of key data and information.
- 2.4 The Supplier shall report on trends in service delivery and / or Asset performance and shall provide details of:
 - a. How poor performance is being addressed by the Supplier.
 - b. How continuous improvement is being embedded in the Contract.
 - c. How lessons learned from the outputs of trend analysis are being applied.
- 2.5 The Supplier shall use the Monthly Report as a tool to monitor, manage and improve the Supplier's performance of the service on a continuous basis.

Report Content	Details
Service Performance	Details & results of Quality Audits Performance Model Proposed Performance Payment Adjustments Service by service performance trends Service by service performance summary Performance exceptions Service Improvement Plans Customer satisfaction review
Service Cost	Changes to Fixed Prices Changes to Variable Prices Pass through cost services by service & property
Service Data	affected property capacity Unplanned Outages Incident Management (H&S & Security) H&S Online Training Completion
Service Changes	Changes to the Service
Service Management	Changes to Supplier Staff
Risk Management	Early Warning Notice Improvement Plan
Forward Look	Planned Activities Scheduled Activities
Supporting Data	Monthly report to include backing data for PPM, Reactive works, quotes.

3. Annual Reports:

The Supplier shall develop and issue the following Annual Reports.

Report Name	Details
Service Review	Review of changes to the Supplier's plan
Service Performance	Annual Performance Summary Improvement Plans Customer Satisfaction Surveys Social Value delivery plan update Carbon reduction plan
Service Management	Changes to Supplier's staff Qualifications & Training Changes to Supplier's Sub-contractors

Risk Management	Early Warning Register Business Continuity Test Health & Safety Audit Simulated Power Failure Test
Services	Contract Asset Register Update Forward Maintenance Plan

4. Ad Hoc Reports

- 4.1 The Supplier shall provide a flexible reporting service, responding to all requests from the Authority for ad hoc reports related to the management and occupation of the affected property.
- 4.2 All reports shall be presented in a format agreed with the Authority.

APPENDIX 7

MOBILISATION:

MOBILISATION:

1. Statement of Objectives

- 1.1 To ensure the seamless transfer from the existing service provision and outgoing Contractors' staff, to the delivery a fully operational service from the Services Commencement Date.
- 1.2 The Supplier shall have in place by the end of the mobilisation period all the necessary arrangements to ensure a continuous service, minimising any effect on the Authority's core business.

2. Scope & Mobilisation Fees

- 2.1 There shall be a 3-month mobilisation period (unless otherwise agreed with the Authority) during which the Contract mobilisation shall take place. The legal rights and obligations of the Supplier during this period are those stipulated in the Contract.
- 2.2 The Supplier shall provide the Authority with contact details and role descriptions of the Supplier's Staff who are involved in implementing the Final Implementation Plan (Mobilisation Plan).
- 2.3 Regular progress meetings are to take place on a weekly basis.
- 2.4 The Supplier shall be required to undertake a thorough mobilisation to ensure that the Commencement of Services takes place on 1st October 2023. The milestone tasks listed below are deemed to be the mobilisation Milestones which shall be linked to a mobilisation fee. The Supplier mobilisation fee is the fee detailed in Schedule 6 – Commercial Schedule.

Mobilisation Milestones				
No	Item	Timescale (T = Services Commencement Date)	% of Mobilisation Fee	Mobilisation Milestone Stage Payment
1	Present a detailed Implementation Plan (Mobilisation Plan) Gantt chart detailing tasks to be delivered, timescales and dates for progress meetings with The Authority	T – 9 Weeks	10%	[£INSERT]
2	Identify all Specified Properties	T – 9 Weeks	5%	[£INSERT]
3	CAFM System and Helpdesk Operational Readiness Tests	T – 4 Weeks	40%	[£INSERT]
4	Carry out all necessary arrangements relating to TUPE transfer of staff including effective consultation.	T – 1 week	5%	[£INSERT]
5	Produce a Communications strategy between the Supplier and the outgoing Supplier and the Authority to implement a seamless transfer of service.	T – 8 Weeks	5%	[£INSERT]
6	Provide a risks and issues log which as a minimum includes likelihood, impact, mitigating actions and planned contingency action of anticipated risks and issues for the Mobilisation Period	T - 7 Weeks	10%	[£INSERT]
7	Ensure all required plans and policies as set out in the Specification are prepared and issued	T – 1 week	5%	[£INSERT]
8	Carry out transfer of staff	Services Commencement Date	5%	N/A
9	Carry out the activities required to implement the full-Service Delivery Plan at the Contract Commencement Date.	Services Commencement Date	15%	[£INSERT]

- 2.5 Subject to the Senior Estates Manager (KMPT) and or Head of Estates (KCHFT) being satisfied that the relevant Mobilisation Milestone acceptance tests have been completed in accordance with the Mobilisation schedule, the Client will pay the Mobilisation Service Fee

through a series of Mobilisation Milestone Stage payments as detailed in the table above.

2.6 The Mobilisation Milestone acceptance test are detailed in the table below.

Mobilisation Milestone	Mobilisation Milestone Acceptance Test
Present a Mobilisation Plan Gantt chart detailing tasks to be delivered, timescales and dates for progress meetings with The Authority	Acceptance of the <i>mobilisation plan</i> by the <i>Authority</i> .
Identify all Specified Properties	Acceptance by the Authority that the Service Matrix Validation has been completed.
CAFM System and Helpdesk	Acceptance by the Authority that all CAFM System and Helpdesk Operational Readiness Tests have been passed.
Carry out TUPE arrangements.	All of the Supplier's obligations regarding TUPE have been completed.
Produce a Communications strategy between the Supplier and the outgoing Supplier and the Authority to implement a seamless transfer of service.	Acceptance of the Communications Strategy by the Authority.
Ensure all required plans and policies as set out in the Specification are prepared and issued	Acceptance and receipt of all necessary plans
Provide a risks and issues log which as a minimum includes likelihood, impact, mitigating actions and planned contingency action of anticipated risks and issues for the Mobilisation Period	Acceptance of the Risks and Issues log by the Authority.
TUPE transfer of staff	All applicable staff transferred.
Carry out the activities required to implement the full-Service Delivery Plan at the Contract Commencement Date.	Acceptance by the Authority that all of the activities required by for the Service Delivery Plan have been implemented.

2.7 The CAFM System and Helpdesk Operational Readiness Tests shall include but not be limited to:

- provision of Helpdesk Assignment Instructions;
- provision of Helpdesk training documentation and demonstration that the Service Provider's Staff have been trained in the specific requirements of the Contract including Site and Contract familiarisation;
- demonstration that the Helpdesk can receive Service Requests by phone, email, and self-reporting portal;
- process for responding to Reactive Activity and other Service Requests;
- demonstration that the appropriate version of CAFM System software (as set out in the Service Provider's Plan) is being used;
- demonstration of how the CAFM System holds data relating to commercial, payment and billable work;
- demonstration of how the CAFM System manages Routine Maintenance including the

- processes in place for managing this;
- h. demonstration that the CAFM System holds all Routine Activities;
 - i. demonstration that the CAFM System holds all Information relating to Remedial Works arising from Statutory Tests and Inspections, received from the Authority and/or incumbent service providers and Contractors;
 - j. demonstration that the Helpdesk system is set up to interface as required with the 3rd Party Suppliers service management systems;
 - k. demonstration that CAFM Users have full read-only and download access to the CAFM System;
 - l. demonstration that the complete Contract Asset Register is on the CAFM System;
 - m. demonstrate how Estimates and Quotations are issued by the Service Provider and approved by the Service Manager on the CAFM System;
 - n. demonstration of how trend data will be used and interpreted;
 - o. demonstration that the CAFM System is configured to report real time service data by each Site, service and sub-service and can generate bespoke reports;
 - p. demonstrate that the reports and dashboards required are available and accessible to the Service Manager; and
 - q. demonstration of how SMART devices interface with the CAFM System and their functionality.

3. Implementation

- 3.1 The progress meetings as agreed with the Supplier during the mobilisation period, are intended to assist and keep the Authority informed as to how well duties are being assumed, and to assist in problem resolution as any such matters occur.
- 3.2 Prior to each mobilisation meeting the Supplier shall provide the Authority with a report providing updates and progress toward achieving Mobilisation Outputs.
- 3.3 The Contract shall ensure that all Operational Readiness Tests with the Helpdesk and CAFM system have been passed successfully by no later than 3 weeks before the Contract Commencement date.
- 3.4 The Supplier may be required to deal with any back-log tasks as agreed with the Senior Estates Manager.

4. Asset Validation:

- 4.1 During the mobilisation period the Authority requires the Supplier to carry out an Asset Validation Survey of plant and equipment included in the Asset Register.
- 4.2 It is the responsibility of the Supplier to confirm the accuracy and completeness of the Asset information provided. The updated Asset Register will be confirmed as the Contract Asset Register. The Supplier shall develop the final PPM Service Delivery Schedule using this confirmed Asset Register.
- 4.3 The Supplier shall carry out an audit of statutory test and inspection certificates to identify gaps in compliance and issue a report with recommendations for changes in the Maintenance Schedule in order to ensure the identified gaps are closed.
- 4.4 During the process of validation any changes, due to additional Assets or Assets not found, should be detailed and pricing agreed for inclusion in the Contract Pricing.

- 4.5 During the final 12 months prior to contract end the Contractor shall re validate all assets and ensure that any asset information is correct and shared upon request with the trust during the final 10 months.

5. Asset Identification and Service Delivery:

- 5.1 Each asset will be assigned a unique asset reference number, the format of which to be agreed with the Authority.
- 5.2 The comprehensive asset records should be detailed as follows:
- a. Unique asset reference
 - b. Assets stickered
 - c. Details of plant or equipment, including make/model/serial number.
 - d. Full risk assessment and service implications for each report item.
 - e. Life cycle information CIBSE/SFG20
- 5.3 The PPM Service Delivery Plan should detail.
- Maintenance requirement, servicing detail in accordance with industry best practice (SFG20), relevant HTM`s, manufacturers' warranties and statutory legislation.

APPENDIX 8

Net Zero and Social Value

Net Zero and Social Value



Climate change is recognised as being one of the most significant challenges facing the world that is threatening the health and wellbeing of current and future generations.

The principle aim of procurement undertaken by NHS organisation is to deliver essential goods and services and improve patient outcomes while increasing value from every pound spent in the NHS. NHS procurement also has an essential role to play in the delivery of the NHS commitment to reach net zero by 2045 as more than 60% of NHS carbon emissions occur in the supply chain. Social value when incorporated effectively will help reduce health inequalities, drive better environmental performance and delivery even more value from procurement products and services.

Delivering a net zero NHS has the potential to secure significant benefits across the population, and particularly for vulnerable and marginalised populations, addressing existing health inequalities. These benefits will only be fully realised through public participation, involvement and engagement with those communities as this work goes forward, having regard to the need to reduce health inequalities and considering the public sector equality duty.

By reducing carbon emissions, promoting sustainable practices and encouraging healthier lifestyles KMPT are able to help in the fight against climate change, save money and achieve a wealth of health benefits.

It is expected that the Supplier actively works with the Authority to support these ambitions and sets its own ambitious targets to reduce carbon emissions and deliver wider social value benefits through the delivery of this Contract. This requires innovative thinking and working with the Authority and external partners. The Supplier, through the tender process, will be required to set out how it will work towards net zero carbon emissions during the life of the Contract (specifically relating to this Contract) and how it will monitor and report on this.

Authority Policies and Strategies



KM1515 Green plan Sustainability-strategy.pdf



Implementing Net Zero and Social Value

As a key priority, we want our Supplier to work to reduce air pollution and improve local environments, thereby supporting the development of local economies in geographical areas of deprivation. Air pollution disproportionately affects people from deprived areas, many of whom are already at risk of poorer health outcomes.

In line with Central government's Procurement Policy Note (PPN) 06/20 has been adopted by NHS England and adopted by NHS Trusts from 1st April 2022, this requires all NHS procurements to include a minimum 10% net zero and social value weighting in their evaluation of tenders. From April 2023 all contracts of above £5 million per annum will require suppliers to publish a carbon reduction plan for their UK Scope 1 and 2 emissions as a minimum, this builds on the requirements set out in PPN 06/21. From April 2024 the NHS will extend the requirement for a carbon reduction plan to cover all procurements. requirement of this Contract. The Governments Carbon Reduction Plan template must be utilised.

For this Contract and in recognition of the ambitious targets we require that the Supplier meets the requirements of reporting on Scope 1 and 2 emissions as a minimum no later than April 2024 and actively work towards the publication and reporting of scope 3 emissions.

Within this Contract, to support the delivery of net zero carbon across the NHS and as per NHS England's 'Applying Net Zero and social value in the procurement of NHS goods and Services' guidance [B1030-applying-net-zero-and-social-value-in-the-procurement-of-NHS-goods-and-services-march-2022.pdf \(england.nhs.uk\)](https://www.england.nhs.uk/publications/b1030-applying-net-zero-and-social-value-in-the-procurement-of-nhs-goods-and-services-march-2022.pdf) the Authority will be incorporating the theme 'Fighting Climate Change' as an evaluated element of this procurement either in both the technical specification and through the social value quality assessment criteria.

Supplier Responsibilities:

The Supplier must constantly seek to improve their environmental footprint, whether through technological innovations, changes to, or efficiencies in working practice, and this will be monitored through the annual reporting and Contract monitoring arrangements.

Bidders need to demonstrate how they will reduce carbon emissions over the Contract Term through the completion of a Carbon Reduction Plan

The Authority expects that the range and capability of the technology to improve considerably over the course of the Contract period. If an extension were agreed, there would be the expectation that all powered machinery will be using renewable energy sources, if available. In addition, all small vans or cars should also be rechargeable, preferably fully electric, or as a minimum have a hybrid engine system.

The total amount of CO₂ emissions produced by the Supplier in the delivery of this Contract, including premises, fleet and equipment emissions, both through fuel and oils, and any waste generated shall be reported on an annual basis as a KPI and is expected to reduce over the term of the Contract.

A Carbon Reduction Plan (as set out in [PPN 06/21](#)) must be completed on an annual basis from April 2024, however we expect that Contractors implement this earlier in the Contract

APPENDIX 9

EXIT STRATEGY

EXIT STRATEGY

1. Statement of Objectives:

- 1.1 To ensure the seamless transfer from the existing service provision and outgoing Contractors' staff, to the delivery a fully operational service from the new Contract Commencement Date.
- 1.2 The Supplier shall, by the end of the mobilisation period, make all the necessary arrangements to ensure a continuous service, minimising any effect on the Authority's core business.
- 1.3 In order to ensure the effective exit from the Supplier's contractual responsibilities, it is imperative that all the affected parties work together and co- operate fully. For the duration of such exit transition the following will apply:
 - a. The obligations in accordance with this Contract will continue until the termination date of the Contract.
 - b. Specification and Key Performance Indicators shall continue to be in force until expiry or the termination date of this Contract.
 - c. Both Parties shall, as a minimum, maintain the same levels of staffing as before notification of Contract expiry or termination.

2. Exit Strategy:

- 2.1 Within six calendar months after the Contract Commencement Date, the Supplier is required to provide the Authority with the Supplier's Exit Strategy documentation.
- 2.2 Upon notification at a minimum of 9 months prior to Contract termination date, the Supplier shall prepare and deliver to the Authority a draft Exit and Transfer Plan to transfer the service to the Authority or the replacement Supplier(s). The Exit and Transfer Plan shall include but not be limited to:
 - a. The name of the Supplier's Contract Exit Manager who shall manage the Contract exit and execute the Exit and Transfer Plan.
 - b. The methodology and timescales for completion of Contract exit tasks including the continuation of the contractual service delivery.
 - c. The methodology and timescales for ensuring the completeness and accuracy of the Maintenance Records on the expiry of the Contract.
 - d. The process for provision of data to the Authority in accordance with this Schedule.
 - e. A description of the process for transfer of data from the Supplier's CAFM to the Authority or replacement Supplier(s).
 - f. The communication protocol to be put in place (if applicable) with a replacement Supplier or Contractors during the Mobilisation Period.

3. Responsibilities of the Supplier:

- 3.1 Provide appropriate handover support to any relevant replacement Supplier(s) and/or advisors, including but not necessarily limited to: timely provision of relevant documentation

such as technical specifications, software and documentation, issues log and such other information as the Authority/replacement Supplier(s) may reasonably require in order to ensure an orderly handover without disruption to or reduction of the service.

- 3.2 Facilitate reasonable access to the affected property to any replacement Supplier.
- 3.3 Return all Confidential Information in respect of the Authority upon request. Confidentiality requirements shall survive this Contract. All information and data relating to the Authority are the sole intellectual property of the Authority and as such must be transferred to the Authority prior to the Contract ending.
- 3.4 On the expiry, or earlier termination of the Contract, the Supplier shall:
 - a. Draw any outstanding work to a close at an appropriate stage as agreed with the Authority.
 - b. Provide clarity around any costs outstanding.
 - c. Ensure timely submission of invoices for work after physical completion of work.
 - d. Return to the Authority any equipment (including keys, security passes and access codes) owned by the Authority and used by the Supplier.
- 3.5 The Supplier may be required to attend meetings for a period of 3 months after termination if necessary to explain details of work carried out during the Contract and answer queries arising from the information provided.

4. Re-Procurement Information:

- 4.1 Prior to formal notice of expiry or termination by the Authority, the Supplier shall provide on request such information as is reasonably necessary for the Authority to run a competitive tender for re-supply of the service (the "Re-Procurement Information").
- 4.2 The Supplier acknowledges that the re-tendering process could take in excess of twelve months and that the Authority may require access to information and Supplier's Staff during this period in order to facilitate this.
- 4.3 The Exit and Transfer Plan shall be maintained by the Supplier and shall include such reasonable changes as may be agreed. The Authority and the Supplier shall be obliged to comply with the obligations set out therein.
- 4.4 The Supplier shall provide, as a minimum, the following information:
 - a. A fully up to date Asset Register
 - b. Plans and programmes for outstanding works.
 - c. A list of outstanding works orders from the Supplier's order management system Detailed Fault & Service Request history.
 - d. Records of Maintenance, Statutory Tests and Inspections in an electronic format compatible with Microsoft Office.
 - e. PAT registers.
 - f. Order log.

- g. Complaints log.
- h. Reports of outstanding Faults and Service Requests.
- i. Supplier TUPE data (as detailed below) and details of the Supplier's terms and conditions of employment current at the time of the Authority's request.

5. TUPE INFORMATION & TERMS & CONDITIONS OF EMPLOYMENT:

5.1 The Supplier shall provide: -

- Job reference number
- Job title
- Gender
- Age
- Start date
- Type of Contract (i.e. permanent full-time)
- Work location
- Hours of work
- Annual salary
- Hourly rate
- Allowances
- Rate of employer's National Insurance
- Rate of employer's pension contribution
- Sickness and absence records (from the last 2 years)
- Disciplinary and grievance records (from the last 2 years)
- Notice period
- Holiday entitlement