

FOI Request - Maintenance Repairs – 101003577819

GENERAL SPECIFICATION OF REQUIREMENTS BUILDING REPAIRS AND MAINTENANCE FRAMEWORK

1. Introduction

The Moray Council (the Authority) wishes to put in place a Framework for a period of four (4) years with suitably qualified and experienced Contractors to provide professional trade services to assist with Reactive Repairs and Planned Maintenance to the Authority's portfolio of public buildings and schools, as well as the Authority owned housing stock of 6,297 properties which are located throughout Moray.

The Framework, does not guarantee the Contractor any minimum level of expenditure, quantity, allocation or value of work or inclusion in any quotation process.

2. Overall Requirements

Contractors should not rely on other entities to complete works and must hold the required qualifications themselves, therefore no sub-contracting will be permitted. Contractors should only bid for directly employed trades, where the Contractor has the skills and industry accredited certification as requested in Appendix B Qualifications Required to carry out the full works. Only Lot 13 - Multi-trade, permits a Contractor to sub-contract. Contractors should be reminded that by agreeing to bid for the Multi-trade Lot the Contractor agrees to be responsible for all work carried out under the project by any sub-contractors. All sub-contractors are required to meet the Qualification Requirements set out in Appendix B for the relevant works.

The Authority's Framework Terms and Conditions of Contract will apply to any Work Order issued under the Framework. In addition the Authority may also opt to issue Work Orders using the SBCC Minor Works Building Contract for use in Scotland. Where the SBCC form of contract is selected this will be expressly stated in any Work Order. This document will form part of this Framework for the avoidance of doubt.

The Authority reserves the right to supply materials from its own stores to Contractors where appropriate.

For the purposes of this Framework Moray East is defined as Mosstodloch, Buckie, Keith, Rothes, Speyside and surrounding areas. Moray West is defined as Forres, Elgin, Lossiemouth, Lhanbryde and surrounding areas.

2.1. Allocation of Work

2.1.1. Planned Maintenance

Planned/Cyclical maintenance is a prescribed programme that ensures the Authority’s property is maintained to an appropriate standard and ensures that building improvements are carried out in an acceptable timeframe.

Contractors will be required to respond to individual Work Order requests, sent from both Property and the Housing Direct Labour Organisation (DLO) via email, for domestic, and/or corporate and school properties, by direct award (up to £10,000), or mini-competition for jobs over £10,000.

2.1.1.1. Direct Award

Work will be allocated by Direct Award (without further competition) for contracts less than £10,000, based on the following conditions in order of importance as detailed below:

1. Relevant Lot (e.g. Joiner)
2. Geographical location of works (based on contractor main base)
3. Ranked position within lot (top to bottom)
4. Capacity and availability

Internally, within Property Services and the Housing DLO, the allocation of a Direct Award of up to £10k will be documented in order to evidence the steps undertaken. In the first instance, the relevant lot will always be selected. If the lot has sub-lots, the relevant sub-lot should be selected. In the worked example below, Domestic Cleaning is required. Following selection of the lot and sub-lot, if the work was Buckie based, the first supplier that is Buckie based (Supplier A in the example below), regardless of their ranking within the lot, would be asked to confirm capacity. If the higher ranked supplier does not have capacity, then the supplier in the next closest location, again regardless of rank would be considered, (supplier D in the example below).

Lot 4 Cleaning			
Domestic			
Ranking	Supplier	Rate	Location
1	Supplier A	£19.07	Buckie
2	Supplier B	£20.99	Elgin
3	Supplier C	£21.90	Forres
4	Supplier D	£21.40	Buckie
Industrial			
Ranking	Supplier	Rate	Location
1	Supplier A	£20.71	Buckie
2	Supplier E	£22.10	Elgin
Bio-Hazard			
Ranking	Supplier	Rate	Location
1	Supplier E	£28.34	Elgin
2	Supplier F	£28.46	Forres
3	Supplier G	£29.68	Aberlour

2.1.1.2. Mini Competition

For **anticipated spend of £10,000 and above**, all contractors within the relevant trade will be asked if they wish to quote. A Request for Quote (RFQ) will be issued via Public Contracts Scotland (PCS) to all contractors on the most relevant lot by the appropriate officer using Option 1 or Option 2 below, dependent on the individual requirement of each project. If a job requires more attention around the specification, the Lead Officer may decide to use Option 2 rather than Option 1.

OPTION 1 Request for Quotation – commercials (price) only

Under this option the Authority adopts the technical (quality) scores from the framework tender process and re-opens competition on the commercial criteria (price) only. The Authority will not change the relative Technical and Commercial weightings when using this option: **Technical 40% Commercial (Price) 60%**.

The commercial score will be weighted according to the framework weighting provided above and added to the framework technical score to generate an overall score for each tenderer.

OPTION 2 Request for Quotation – technical (quality) and commercial (price)

Under this option the Authority conducts a mini-competition on specific Technical and Commercial criteria. This option allows the Authority to ask specific technical questions and refine the weightings for the technical and commercial sections to match the requirements of the specific Work Package. The Authority can change the relative Technical and Commercial weighting while using this option, within a 10% parameter: **Technical 40% / Commercial (Price) 60% (i.e. Tech. 50% Comm. 50% or Tech. 30% Comm. 70%)**.

The Lead Officer for the Authority will set specific Technical Criteria for the mini-competition which should be derived from the framework award criteria. The Technical questions weightings can be adjusted to suit the requirement and additional technical questions can be added.

1. Service Delivery
2. Quality Control
 - a. Quality Control
 - b. Communication
3. Health and Safety
4. Climate Change

2.1.2. Reactive Maintenance

Contractors awarded on to the Framework will be required to respond to individual works orders for domestic, and/or corporate and school properties, and deliver a responsive repairs service both during and out with normal working hours.

Reactive repairs are often time critical by the nature of their severity and/or location, therefore there is a requirement to facilitate and complete a repair, or to make safe whilst longer term arrangements are put in place.

The reactive repair will be allocated based on the following conditions in order of importance as detailed below:

1. Relevant Lot (e.g. Joiner)
2. Geographical location of works (based on contractor main base)
3. Ranked position within lot (top to bottom)
4. Capacity and availability

In the event there is a follow on repair at the same location shortly after the previous repair, the previous Contractor can be called upon to attend the job. The time is defined by the nature of the repair.

In the event that a reactive repair will exceed £500 in total value (including parts) then Authority's point of contact on the Work Order must be contacted for authority to proceed.

Where the reactive repair may be likely to result in costs of over £2,000, it is likely that only a make safe repair will be instructed, and the full repair works will be undertaken via Planned Maintenance. This decision will be made at the discretion of Authority's Asset Manager.

2.1.3. Issue of Work Orders

Work Orders will be issued electronically by:-

- Property Maintenance Helpdesk (via Confirm)
- Building Services Helpdesk (via Servitor)
- Buying Team (via PMS)

All Works Order will include the following information:-

- Order number
- Property address and location
- Access arrangements
- Description of works required
- Timescale to complete
- Agreed schedule rate or quotation price
- Any special requirements

Normal working hours are defined as:

- Monday to Friday – 8.00am to 5.45pm for Housing

- Monday to Friday – 8.00am to 5.00pm for Corporate and Education Buildings

Out of hours is defined as:

- Monday to Friday – 5.45pm to 8.00am for Housing
- Monday to Friday – 5.00pm to 8.00am for Corporate and Education Buildings
- Saturdays and Sunday – 24 hours for both Housing, Corporate and Education Buildings
- Public Holidays (24 hours) – for both Housing, Corporate and Education Buildings

3. Service Delivery Requirements for Reactive Repairs

Contractors will be required to respond to individual Works Orders for domestic, and/or corporate and school properties, and deliver a responsive repairs service both during and out with normal working hours.

Reactive repairs can be time critical by the nature of their severity and/or location, therefore there is a requirement to facilitate and complete a repair, or to make safe whilst longer term arrangements are put in place.

It is required that 90% of reactive repairs will meet the relevant response times specified below. The response level required to be met will be included with each Work Order issued and performance will be monitored as part of key performance information (KPIs). If the ordered repair priority cannot be met for a valid reason, the Contractor must inform the help desk immediately and request allocation of a new priority target. This will either be agreed and the timescale extended (if appropriate) or the job reallocated to the next contractor ranked by capacity and location. If such contact is not made, and the job not completed in time, the completed repair will be recorded as a KPI fail.

3.1. Timescales for repairs

Housing

- Emergency 1 – respond and make safe within 4 hours in/out of hours (danger to life or property)
- Emergency 2 – respond and make safe within 24 hours
- Urgent – 1 day
- Priority – 3 days
- Standard – 15 days
- Planned – 40 days

Corporate and Education Buildings

- Emergency – respond within 4 hours.
- Urgent – respond within 24 hours.
- Standard – respond within 5 working days.
- Unclassified – 20 working days

In the event that a reactive repair will exceed £500 in total value (including parts) then the Contractor must contact the Authority's point of contact on the Work Order for authority to proceed.

Where the reactive repair may be likely to result in costs of over £2,000, it is likely that only a make safe repair will be instructed and the full repair works will be undertaken via the Planned Maintenance process. This decision will be made at the discretion of the Authority's Asset Manager.

Working time on site will be paid at the full hourly rate for the first hour, thereafter time will be paid in 30 minute increments at 50% of the hourly rate. The hourly rate must be inclusive of all transport, travel and overhead costs.

Where Contractors are undertaking a number of Work Orders for the Authority in any one day, or number of days, the normal starting point for work will be the Contractors base, with every effort made to keep travel time to a minimum by ensuring works are assigned on the basis of locality to each Contractor's base. In the event of a specific requirement for travel time, additional travel time should be pre agreed in advance with the Authority's point of contact on the Work Order.

Contractors may also be required to support the Authority's 'in house' Building Services' team during peak periods where key trade (e.g. Joiner, Plumber, Electrician, Painter, Slater) support is required to deliver reactive repairs services. Core trades will be allocated by Direct Award (without further competition), based on the appropriate Lot, geographical area, ranking per trade, capability and availability, up to a maximum of £10k in value per Work Order.

When carrying out work in all non-domestic buildings, Contractors must submit with their invoice, a log book page signed by an Authority staff member at the building stating the completion date and time with each invoice. A scanned/electronic copy of the log book is acceptable. If no log book exists, then a copy of the Works Order must be provided with the completion date and time verified by the Authority staff member at the building. The log book will include a Legionella Log Book which contains various water hygiene Health and Safety procedures and information. Plumbing Contractors must check this log book before planning new works, which should follow ALARP guidance available in the log book.

In the event that a non-domestic building is unoccupied, then the Contractor should self-certify the completion date and time and provide this information on the invoice.

4. Service Delivery Requirements for Planned Maintenance

Planned maintenance is defined as programmed building improvements with a defined work scope.

Contractors will be required to respond to individual requests for domestic, and/or corporate and school properties, by Direct Award (up to £10,000), or Mini-Competition for jobs over £10,000, to deliver Best Value.

Work will be allocated by Direct Award (without further competition) for contracts less than £10,000, based on the following conditions:

1. Relevant Lot (e.g. Joiner)
2. Geographical location of works
3. Ranked position within lot
4. Capacity and availability

Contractors may be required to support our 'in house' Building Services ' team during peak periods where key trade (e.g. Joiner, Plumber, Electrician, Painter, Slater) support is required to deliver planned /cyclical maintenance. Core trades will be allocated by Direct Award (without further competition), based on the appropriate Lot, geographical area, ranking per trade, capability and availability, up to a maximum of £10k in value per instruction. Any works over £10k will be awarded by mini competition, inviting all Contractors in each relevant Lot to bid.

Contractor will be required to meet service delivery requirements as set out in the individual Works Order, including but not limited to; site inspection, material requirements, resource planning, building user communication and post completion quality control.

5. Performance Requirements

Successful performance will be achieved where the Contractor executes the work activities in accordance with the agreed Specification and Quality Standards set out in the Work Order as assessed by the Authority's point of contact on the Work Order.

Performance information, including but not limited to delivery within required time scales, quality of work, compliance with safety and cost, will also be recorded. Should the performance of a Contractor fall below that required, then the Authority will investigate the reasons for this and work with the Contractor to ensure achievement of required performance.

In the event of ongoing non-performance, then the Authority reserves the right to terminate the Contract and remove the Contractors from the Framework via 4.a.iii of the Framework Terms and Conditions.

All Contractors participating in the Framework shall ensure that they comply with the Health and Safety at Work Act 1974, the Construction, Design and Management Regulations 2015 and Work at Height Regulations 2005, where appropriate.

Contractors should also be aware that specific asbestos procedures are in place for corporate buildings, schools and social housing stock, which should be strictly adhered to.

The Authority requires all Contractors to have up to date asbestos awareness training for their employees working on this Framework, which can be provided by the Authority at a reasonable fee if required. The Contractor will, on an annual basis, will supply evidence of ongoing certification as detailed in the Qualification Envelope on PCST.

This Framework does not preclude the Authority from using any existing contracts they may hold with any Contractor.

5.1. Key Performance Information:

5.1.1. KPI Service Delivery within agreed Timescales:

The completion of planned projects will be monitored against the agreed programme at work award stage. Where there are valid reasons for an extension to this contract period, the Contractor should notify the Contract Administrator and discuss/agree a revised completion date. Improvement actions will be applied when the Contractor fails to meet the original or extended contract period as applicable on three (3) separate occasions.

5.1.2. KPI Service Delivery within agreed Quality Standards:

Successful performance will be achieved where the Contractor executes the work activities in accordance with the agreed Specification and Quality Standards as assessed by the Client Clerk of Works or monitored by the Direct Labour Organisation (DLO). Any snagging works should ideally be completed within the agreed contract period. Any reported defects should also be completed within the twelve (12) months defects liability period commencing at project handover. Improvement actions will be applied where the Contractor fails to rectify all snagging or reported defects within the agreed timescales noted + two (2) weeks on three (3) separate occasions.

5.1.3. KPI Service Delivery within agreed Cost Parameters:

Successful performance will be achieved where the actual delivery costs does not exceed the accepted contract amount. Improvement actions will be applied where the Contractor's Final Account claim exceeds the projected contract value (including Client assessment of authorised variations to original work scope) on three (3) separate occasions without justification.

5.1.4. KPI Service Delivery within agreed Safety Parameters:

Successful performance will be achieved where there are no H&S interventions during the course of the Contractor's programme of activities. Improvement actions will be applied where the frequency of interventions exceeds one (1) in any four (4) week period as determined under the Principal Contractor's working practices and HSE Guidance. Any HSE prohibition notices or fines will immediately result in improvement actions.

6. Price Uplift

Due to current economic and market conditions, it is not considered appropriate to ask bidders to supply fixed annual uplift percentages at the initial bid stage for years 2, 3 and 4 of the contract. At the bid stage, the contract cost evaluation will be based on an hourly rate applicable for work carried out in year 1.

All annual uplift percentage uplift rates for years 2, 3 and 4 of the contract will then be mutually agreed and set at the end of years 1, 2 and 3 of the contract term by both Parties and firm projections for annual uplift percentage rates based on BCIS All in Maintenance Cost Indices. #9243 should be used for reference.

An annual review meeting will take place between the Authority and the Contractors at the end of years 1, 2 and 3 of the contract, in order to confirm and agree a preceding annual uplift percentage rates based on this index.