

GB-Shrewsbury: Review of Water Risk Assessments

Competitive Contract Notice

1. Title: GB-Shrewsbury: Review of Water Risk Assessments

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +441743252992, Fax. +441743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

3. Contract Type: Services

Sub Type: Other services.

4. Description: Technical testing, analysis and consultancy services. The fixed price contract will be for a period of up to 4 years commencing on 1st April 2016.

The work consists of carrying out a review of the existing Water System Risk Assessments, to identify and assess the risk of legionella infection to the Client's employees, contractors and visitors arising from the manner in which the water systems, over which the Client has day to day control, are operated, managed and designed. Upon completion of the review the Contractor shall update and amend the existing Risk Assessment to produce the new water system Risk Assessment.

The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period.

There are approximately 360 sites that require biennial reviews of the water system risk assessment. Each site shall be reviewed twice during the duration of the contract.

The completion of remedial works and repairs to the water systems are not included within this contract.

Membership with CHAS (Contractor's Health & Safety Scheme) and LCA (Legionella Control Association) are mandatory requirements for the contractor wishing to undertake this contract.

Enhanced disclosures or (DBS) checks are required for all employees who may undertake surveying duties at school sites as part of this contract.

5. CPV Codes:

71600000 - Technical testing, analysis and consultancy services.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority:

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 02/12/2015 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +441743252992, Fax. +441743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:
<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Review-of-Water-Risk-Assessments/JXGXR2W7RN>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/JXGXR2W7RN>

Suitable for VCO: Yes
Procedure Type: OPEN
Period of Work Start date: 01/04/2016
Period of Work End date: 31/03/2020
Is this a Framework Agreement?: no

GB-Shrewsbury: Review of Water Risk Assessments

Competitive Contract Notice

1. Title: GB-Shrewsbury: Review of Water Risk Assessments
2. Awarding Authority:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +441743252992, Fax. +441743253910, Email: procurement@shropshire.gov.uk, URL:
www.shropshire.gov.uk
Contact: Procurement, Attn: Procurement
3. Contract Type: Services
Sub Type: Other services.

4. Description: Technical testing, analysis and consultancy services. The fixed price contract will be for a period of up to 4 years commencing on 1st April 2016.

The work consists of carrying out a review of the existing Water System Risk Assessments, to identify and assess the risk of legionella infection to the Client's employees, contractors and visitors arising from the manner in which the water systems, over which the Client has day to day control, are operated, managed and designed. Upon completion of the review the Contractor shall update and amend the existing Risk Assessment to produce the new water system Risk Assessment.

The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period.

There are approximately 360 sites that require biennial reviews of the water system risk assessment. Each site shall be reviewed twice during the duration of the contract.

The completion of remedial works and repairs to the water systems are not included within this contract.

Membership with CHAS (Contractor's Health & Safety Scheme) and LCA (Legionella Control Association) are mandatory requirements for the contractor wishing to undertake this contract.

Enhanced disclosures or (DBS) checks are required for all employees who may undertake surveying duties at school sites as part of this contract.

5. CPV Codes:
71600000 - Technical testing, analysis and consultancy services.

6. NUTS Codes :
UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority:

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 02/12/2015 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +441743252992, Fax. +441743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Review-of-Water-Risk-Assessments/JXGXR2W7RN>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/JXGXR2W7RN>

TKR-2015112-PRO-7273157

Suitable for VCO: Yes

Procedure Type: OPEN

Period of Work Start date: 01/04/2016

Period of Work End date: 31/03/2020

Is this a Framework Agreement?: no

Procurement & Contracts

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Date 2nd November 2015

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

**IOC 168 - REVIEW OF WATER RISK ASSESSMENTS
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Tender Response Document (for completion and return)
2. Pricing Schedule spreadsheet (for completion and return)
3. Instructions for Tendering (for completion and return)
4. Specification - Review of Water Risk Assessments 2016-2020
5. Specification section 5 - Example of Schematic Drawing
6. Specification section 5 - Example Water Risk Assessment
7. General Terms and Conditions

Tenders should be made on the enclosed Tender Response Document and Pricing Schedule spreadsheet. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 2nd December 2015** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 25th November 2015.

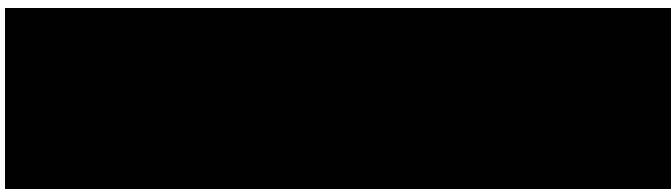
As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me through email: procurement@shropshire.gov.uk .

Yours faithfully



Procurement Manager
Procurement & Contracts
Enc



INSTRUCTIONS FOR TENDERING

REVIEW OF WATER RISK ASSESSMENTS

Shropshire Council Instructions for tendering

Index

| <u>Section</u> | <u>Description</u> | <u>Page</u> |
|----------------|---|-------------|
| 1.0 | Invitation to Tender | 2 |
| 2.0 | Terms and Conditions | 2 |
| 3.0 | Preparation of Tenders | 3 |
| 3.1 | Completing the Tender Response Document | 3 |
| 3.2 | Tender Preparation and Cost | 3 |
| 3.3 | Parent Company Guarantee | 4 |
| 3.4 | Warranty | 4 |
| 4.0 | Tender Submission | 4 |
| 5.0 | Variant Bids | 5 |
| 7.0 | Tender Evaluation | 5 |
| 8.0 | Clarifications | 5 |
| 9.0 | Continuation of the Procurement Process | 6 |
| 10.0 | Confidentiality | 6 |
| 11.0 | Freedom of Information | 8 |
| 12.0 | Disqualification | 8 |
| 13.0 | E-Procurement | 9 |
| 14.0 | Award of Contract | 9 |
| 14.1 | Award Criteria | 9 |
| 14.2 | Award Notice | 10 |
| 14.3 | Transparency of Expenditure | 10 |
| 15.0 | Value of Contract | 10 |
| 16.0 | Acceptance | 10 |
| 17.0 | Payment Terms | 10 |
| 18.0 | Liability of Council | 11 |
| 19.0 | Declaration | 11 |

1.0 Invitation to Tender

- 1.1** You are invited to tender for the Review of Water Risk Assessments as detailed in the service specification, tender response document and other invitation to tender documentation provided. The fixed price contract will be for a period of up to 4 years commencing on 1st April 2016.
- 1.2** Tenders are to be submitted through the Delta e-tendering portal and in accordance with the Specification, Tender Response Document, the Terms and Conditions and the instructions outlined within this document and the tender letter.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the specification of requirements, the Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the
- Instructions for tendering

Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's Instructions for tendering

requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender through the Delta e-tendering portal. Tenders must be submitted by the deadline of **noon 2nd December 2015**.

4.2 No unauthorised alteration or addition should be made to the Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing through the Delta portal), in any event not later than **25th November 2015**.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

9.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under Instructions for tendering

section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of the Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be

submitted; or

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) and Contract Finder where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, the returned tender together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1 April 2016**

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS

2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. PREVENTION OF BRIBERY
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNMENT, TRANSFER AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY
 - 23A. AGREEMENT STATUS
24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGUARDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **"W"** (**Property Services contracts**) or **"Z"** (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

| | |
|---|--|
| 'Agreement' | means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement. |
| 'Associated Person' | means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest. |
| 'Bribery Act' | the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation. |
| "Council Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller; |
| "Council Software" | software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software; |
| "Council System" | the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services; |
| "Council Representative" | the representative appointed by the Council |
| "Council" | means Shropshire Council |
| "Commercially Sensitive Information" | comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss; |
| "Confidential Information" | any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ; |
| "Contractor" | means the person, firm or company or any other organisation specified in the Agreement contracting with the Council. |
| "Contractor Equipment" | the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services; |
| "Contractor Software" | software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services; |

| | |
|---------------------------------------|--|
| "Contractor System" | the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System); |
| "Contractor Personnel" | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
| "Data Controller" | shall have the same meaning as set out in the Data Protection Act 1998 |
| "Data Processor" | shall have the same meaning as set out in the Data Protection Act 1998 |
| "Data Protection Legislation" | the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; |
| "Data Subject" | shall have the same meaning as set out in the Data Protection Act 1998; |
| "EIR" | means the Environmental Information Regulations 2004 (as may be amended from time to time.) |
| "Exempt Information" | means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein) |
| "FOIA" | means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause |
| "FOIA notice" | means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner |
| "Form of Agreement" | means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to |
| "Goods" | means all goods specified in the Agreement. |
| "Hazardous Goods" | means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens). |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Intellectual Property Rights" | means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable |
| "Law" | any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body; |
| "Malicious Software" | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| "Packages" | includes bags, cases, cylinders, drums, pallets and other containers |

| | |
|-------------------------------------|---|
| "Personal Data" | shall have the same meaning as set out in the Data Protection Act 1998; |
| "Price" | means the price of the Goods and/or charge for the Services or Works being provided by the Contractor |
| 'Prohibited Act' | the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council. |
| "Public body" | as defined in the FOIA 2000 |
| 'Purchase Order' | means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to |
| "Receiving Party" | means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response |
| 'Regulated Activity' | in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006. |
| 'Regulated Provider' | as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006 |
| "Regulatory Bodies" | those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly; |
| "Request for Information" | means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA |
| "Security Policy" | the Council's security policy as updated from time to time; |
| "Services" | means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions. |
| 'Software' | Specially Written Software, Contractor Software and Third Party Software; |
| 'Specially Written Software' | any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement; |
| 'Sub-Contract' | any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to |

| | |
|-------------------------------|--|
| | provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof. |
| ‘Sub-Contractor’ | the third parties that enter into a Sub-Contract with the Contractor. |
| "Third Party Software" | software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services |
| “Working Day” | any day other than a Saturday, Sunday or public holiday in England and Wales. |
| “Works” | means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council |
| ‘Writing’ | includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received. |

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.

- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.
- 2.5 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council (**W**) (**Z**)

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d). the other party ceases to carry on its business or substantially the whole of its business;
or
- e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant

government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.

15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the authority; or,

b) with the actual knowledge;

of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or

c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

15.6 Any notice of termination under clause 15.5 must specify:

a) the nature of the Prohibited Act;

b) the identity of the party whom the Council believes has committed the Prohibited Act; and

c) the date on which this Agreement will terminate.

15.7 Despite clause 42 (Disputes), any dispute relating to:

a) the interpretation of clause 15; or

b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third

party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:

- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 **COUNCIL DATA**

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and

24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and

24.5.3 Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.

24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:

24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

26.1.1 to review the integrity, confidentiality and security of the Council Data;

26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

26.3.1 all information requested by the Council within the permitted scope of the audit;

26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

26.3.3 access to Contractor Personnel

26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28 INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

28.3.1 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

- 28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term..

- 28.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

- 28.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

- 28.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

28.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledge that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W)(Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 ENTIRE AGREEMENT

38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably

practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

- 40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

- 41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

- 41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

- 41.3 The Contactor will make its complaints procedure available on request

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee

(who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
 - 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

| Additional definitions for clauses 43 and 44 | |
|---|---|
| "Security Plan" | the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>]; |
| "Staff Vetting Procedures" | the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures. |

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| Property Number | Property | Address | Postcode | Floor Area m ² | Next Review Due | Cost Per Risk Assessment £ |
|-----------------|---|-------------------|----------|---------------------------|-----------------|----------------------------|
| 0050 | Sure Start | Oswestry | SY11 1DT | 177 | 2016 | |
| 0170 | Adderley C.E. Primary School | Market Drayton | TF9 3TF | 429 | 2016 | |
| 0180 | St Mary's C.E. (Controlled) Primary School | Wolverhampton | WV7 3QS | 1,323 | 2016 | |
| 0200 | Albrighton Primary School (formerly Junior) | Wolverhampton | WV7 3QS | 2,204 | 2017 | |
| 0230 | Alveley Primary School | Bridgnorth | WV15 6JT | 1,141 | 2017 | |
| 0245 | Bishop Hooper Primary School | Ludlow | SY8 4BX | 957 | 2018 | |
| 0260 | Baschurch C.E. (Aided) Primary School | Shrewsbury | SY4 2AU | 1,064 | 2017 | |
| 0290 | Oakmeadow (formerly Longmeadow School) | Shrewsbury | SY3 0NU | 2,318 | 2017 | |
| 0300 | Beckbury C.E. (Controlled) Primary School | Shifnal | TF11 9DQ | 459 | 2016 | |
| 0335 | Bicton C.E. Primary School | Shrewsbury | SY3 8EH | 1,564 | 2017 | |
| 0340 | Bishop's Castle Primary School | Bishops Castle | SY9 5AY | 817 | 2017 | |
| 0350 | Bitterley C.E. Primary School | Ludlow | SY8 3HF | 667 | 2017 | |
| 0360 | Bomere Heath C.E. (Controlled) Primary School | Shrewsbury | SY4 3PQ | 957 | 2017 | |
| 0380 | Castlefields Primary School | Bridgnorth | WV16 5DQ | 1,096 | 2017 | |
| 0390 | St John's Catholic Primary School | Bridgnorth | WV16 4HW | 1,029 | 2017 | |
| 0400 | St Leonard's C.E. Primary School | Bridgnorth | WV16 4HL | 1,385 | 2017 | |
| 0410 | St Leonard's C.E. Primary School Caretaker's Bungalow | Bridgnorth | WV16 4HL | 88 | 2017 | |
| 0420 | St Mary's Bluecoat C.E. Primary School | Bridgnorth | WV15 5EQ | 2,161 | 2017 | |
| 0421 | Childrens Centre @ St Mary's Bluecoat C.E. Primary | Bridgnorth | WV15 5EQ | 120 | 2016 | |
| 0430 | Brockton C.E. Primary School | Much Wenlock | TF13 6JR | 648 | 2016 | |
| 0440 | Broseley C.E. Primary School | Telford | TF12 5LW | 1,616 | 2017 | |
| 0460 | John Wilkinson Primary School | Telford | TF12 5AN | 1,083 | 2017 | |
| 0470 | St. Mary's C.E. (Aided) Primary School | Ludlow | SY7 0AA | 526 | 2016 | |
| 0480 | Buildwas Primary School | Telford | TF8 7DA | 480 | 2017 | |
| 0490 | Buntingsdale Infant School | Market Drayton | TF9 2HB | 486 | 2017 | |
| 0500 | Burford C.E. Primary School | Tenbury Wells | WR15 8AT | 803 | 2016 | |
| 0570 | Cheswardine Primary School | Market Drayton | TF9 2RN | 532 | 2017 | |
| 0610 | Chirbury C.E. (Voluntary Controlled) Primary School | Montgomery | SY15 6BN | 538 | 2016 | |
| 0630 | Church Preen Primary School | Church Stretton | SY6 7LH | 485 | 2016 | |
| 0640 | St Lawrence C.E. Primary School | Church Stretton | SY6 6EX | 1,629 | 2017 | |
| 0642 | St Lawrence C.E. Primary School Swimming Pool | Church Stretton | SY6 6EX | 604 | 2017 | |
| 0650 | St Lawrence C.E. Primary School Caretaker's Bungalow | Church Stretton | SY6 6EX | 85 | 2017 | |
| 0660 | Claverley C.E. Primary School | Claverley | WV5 7DT | 706 | 2016 | |
| 0670 | Clee Hill Community Primary School | Ludlow | SY8 3JG | 738 | 2017 | |
| 0680 | Cleobury Mortimer Primary School | Cleobury Mortimer | DY14 8PE | 1,186 | 2017 | |
| 0690 | Clive C.E. (Controlled) Primary School | Shrewsbury | SY4 3LF | 349 | 2016 | |
| 0710 | St George's C.E. School | Craven Arms | SY7 8JQ | 710 | 2017 | |
| 0720 | Clunbury C.E. Primary School | Craven Arms | SY7 0HE | 372 | 2017 | |
| 0730 | Cockshutt C.E. (Controlled) Primary School | Ellesmere | SY12 0JE | 608 | 2017 | |
| 0740 | Condover C.E. Primary School | Shrewsbury | SY5 7AA | 749 | 2016 | |
| 0760 | Corvedale C.E. Primary School | Craven Arms | SY7 9DH | 747 | 2017 | |
| 0770 | Christ Church C.E. Primary School | Shrewsbury | SY5 6DH | 878 | 2017 | |
| 0780 | Criftins C.E. (Controlled) Primary School | Ellesmere | SY12 9LT | 443 | 2017 | |
| 0825 | Brown Clee C.E. Primary School | Bridgnorth | WV16 6SS | 800 | 2017 | |
| 0830 | Dorrington C.E. Primary School | Shrewsbury | SY5 7JL | 385 | 2017 | |
| 0910 | Ellesmere Primary School | Ellesmere | SY12 0BE | 2,351 | 2016 | |
| 0920 | Farlow C.E. Primary School | Cleobury Mortimer | DY14 0RQ | 252 | 2016 | |
| 0930 | Trinity C.E. Primary School | Shrewsbury | SY5 9LG | 842 | 2017 | |
| 0940 | Gobowen Primary School | Oswestry | SY11 3LD | 1,150 | 2017 | |
| 0960 | Hadnall C.E. (Controlled) Primary School | Shrewsbury | SY4 4BE | 422 | 2016 | |
| 0970 | St Thomas & St Annes C.E. Primary School | Shrewsbury | SY5 8JN | 853 | 2017 | |
| 1010 | Highley Primary School | Bridgnorth | WB16 6EH | 1,540 | 2017 | |
| 1020 | Hinstock Primary School | Market Drayton | TF9 2TE | 614 | 2016 | |
| 1030 | Hodnet Primary School | Market Drayton | TF9 3NS | 885 | 2017 | |
| 1080 | Hope C.E. Primary School | Minsterley | SY5 0JB | 475 | 2016 | |
| 1160 | Kinlet C.E. Primary School | Bewdley | DY12 3BG | 452 | 2016 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|-------|--|-----------------|----------|-------|------|--|
| 1170 | Kinnerley C.E. (Controlled) Primary School | Oswestry | SY10 8DF | 656 | 2017 | |
| 1200 | Longden C.E. Primary School | Shrewsbury | SY5 8EX | 750 | 2017 | |
| 1210 | Longnor C.E. Primary School | Shrewsbury | SY5 7PP | 609 | 2016 | |
| 1220 | Lower Heath C.E. (Controlled) Primary School | Prees | SY13 2BT | 627 | 2018 | |
| 1235 | St Laurence C.E. Primary School | Ludlow | SY8 1TP | 1,101 | 2017 | |
| 1240 | Ludlow Infant School | Ludlow | SY8 1HG | 1,483 | 2015 | |
| 1250 | Ludlow Junior School | Ludlow | SY8 1HX | 1,752 | 2015 | |
| 1260 | Lydbury North C.E. Primary School | Bishops Castle | SY7 8AU | 401 | 2016 | |
| 1300 | Longlands Primary School | Market Drayton | TF9 1QU | 1,364 | 2017 | |
| 1310 | Market Drayton Infant And Nursery School | Market Drayton | TF9 3BA | 1,896 | 2017 | |
| 1320 | Market Drayton Junior School | Market Drayton | TF9 3HU | 2,070 | 2017 | |
| 1350 | Minsterley Primary School | Shrewsbury | SY5 0BE | 871 | 2017 | |
| 1365 | Morda C.E. (Voluntary Controlled) School | Oswestry | SY10 9NR | 548 | 2017 | |
| 1370 | Moreton Say C.E. (Controlled) Primary School | Market Drayton | TF9 3RS | 443 | 2016 | |
| 1410 | Much Wenlock Primary School | Much Wenlock | TF13 6JG | 1,056 | 2017 | |
| 1420 | Myddle C.E. Primary School | Shrewsbury | SY4 3RP | 646 | 2016 | |
| 1430 | St Andrew's C.E. (Voluntary Controlled) Primary School | Shrewsbury | SY4 1DB | 423 | 2017 | |
| 1440 | Newcastle C.E. Primary School | Craven Arms | SY7 8QL | 356 | 2016 | |
| 1510 | Newtown C.E. Primary School | Wem | SY4 5NU | 655 | 2016 | |
| 1520 | Norbury Primary School | Bishops Castle | SY9 5EA | 413 | 2017 | |
| 1540 | Norton-in-hales C.E. (Voluntary Controlled) Primary School | Market Drayton | TF9 4AT | 532 | 2017 | |
| 1560 | Onny C.E. Primary School | Craven Arms | SY7 9AW | 652 | 2017 | |
| 1580 | Holy Trinity (formerly Beechgrove Junior) | Oswestry | SY11 2PU | 1,662 | 2017 | |
| 1600 | Woodside Primary School | Oswestry | SY11 1DT | 2,582 | 2017 | |
| 1610 | Our Lady & St. Oswald's Catholic Primary School | Oswestry | SY11 2TG | 856 | 2017 | |
| 1615 | The Meadows Primary School | Oswestry | SY11 2EA | 1,363 | 2017 | |
| 1620 | Bryn Offa C.E. (Controlled) Primary School | Oswestry | SY10 8QR | 941 | 2017 | |
| 1630 | Pontesbury C.E. Primary School | Shrewsbury | SY5 0TF | 1,181 | 2017 | |
| 1650 | Prees C.E. (Controlled) Primary School | Whitchurch | SY13 2ER | 1,181 | 2017 | |
| 1680 | Rushbury C.E. Primary School | Church Stretton | SY6 7EB | 508 | 2017 | |
| 1705 | St John The Baptist C.E. Primary School | Shrewsbury | SY4 1LA | 782 | 2017 | |
| 1710 | Selattyn C.E. Primary School | Oswestry | SY10 7DH | 637 | 2017 | |
| 1730 | Shawbury Primary School | Shawbury | SY4 4JR | 1,055 | 2017 | |
| 1740 | Sheriffhales Primary School | Shifnal | TF11 8RA | 528 | 2017 | |
| 1770 | St Andrew's C.E. Primary School | Shifnal | TF11 9HD | 1,750 | 2017 | |
| 1780 | St Andrew's C.E. Primary School Caretaker's Bungalow | Shifnal | TF11 9HD | 100 | 2017 | |
| 1790 | Shifnal Primary School | Shifnal | TF11 8EJ | 1,965 | 2017 | |
| 1800 | Belvidere Primary School | Shrewsbury | SY2 5YB | 1,181 | 2017 | |
| 1805 | The Martin Wilson School | Shrewsbury | SY1 2SP | 1,606 | 2017 | |
| 1810 | Coleham Primary School | Shrewsbury | SY3 7EN | 1,862 | 2017 | |
| 1840 | Crowmoor Primary School | Shrewsbury | SY2 5JJ | 2,416 | 2017 | |
| 1850 | Crowmoor Primary School Caretaker's Bungalow | Shrewsbury | SY2 5JJ | 71 | 2017 | |
| 1860 | Greenacres Primary School | Shrewsbury | SY1 3QG | 1,670 | 2017 | |
| 1865 | Greenfields Primary School | Shrewsbury | SY1 2AH | 1,452 | 2017 | |
| 1870 | Harlescott Junior School | Shrewsbury | SY1 4QN | 2,082 | 2017 | |
| 1871 | Harlescott Tuition, Medical & Behaviour Support Service | Shrewsbury | SY1 4QN | 300 | 2016 | |
| 1880 | The Grange Primary (formerly Infant) | Shrewsbury | SY1 3QR | 1,098 | 2017 | |
| 1950 | Meole Brace Primary (formerly Junior) | Shrewsbury | SY3 9HG | 1,427 | 2017 | |
| 1970 | Mount Pleasant Primary (formerly Junior) | Shrewsbury | SY1 3BY | 1,249 | 2017 | |
| 1980 | Oxon C.E. Primary School | Shrewsbury | SY3 5BJ | 2,068 | 2017 | |
| 1995 | Radbrook Primary School | Shrewsbury | SY3 6DU | 1,311 | 2016 | |
| 2000 | St George's Junior School | Shrewsbury | SY3 8LU | 1,527 | 2017 | |
| 2010 | St Giles' C.E. Primary School | Shrewsbury | SY2 5NJ | 1,576 | 2016 | |
| 2020 | St Giles' C.E. Primary School Caretaker's Bungalow | Shrewsbury | SY2 5NJ | 93 | 2016 | |
| 2030 | St Mary's Catholic Primary School | Shrewsbury | SY1 2SP | 1,093 | 2016 | |
| 2050 | Mereside (formerly Springfield Infant) | Shrewsbury | SY2 6LE | 1,209 | 2017 | |
| 2060 | Sundorne Infant School | Shrewsbury | SY1 4LE | 2,138 | 2016 | |
| 2075A | The Wilfred Owen School | Shrewsbury | SY2 5SH | 1,308 | 2016 | |
| 2075B | Severndale School | Shrewsbury | SY2 5SH | 4,428 | 2018 | |
| 2090 | Woodfield Infant School | Shrewsbury | SY3 8LU | 1,534 | 2018 | |
| 2100 | Stiperstones C.E. Primary School | Shrewsbury | SY5 0LZ | 337 | 2016 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|-------|---|-------------------|----------|--------|------|--|
| 2150 | Stoke-on-tern Primary School | Market Drayton | TF9 2LF | 929 | 2017 | |
| 2170 | Stottesdon C.E. Primary School | Cleobury Mortimer | DY14 8UE | 432 | 2016 | |
| 2790 | Tilstock C.E. (Controlled) Primary School | Whitchurch | SY13 3JL | 362 | 2016 | |
| 2800 | Trefonen C.E. (Controlled) Primary School | Oswestry | SY10 9DY | 772 | 2017 | |
| 2810 | St Lucia's C.E. (Controlled) Primary School | Shrewsbury | SY4 4TZ | 658 | 2017 | |
| 2840 | Welshampton C.E. Primary School | Ellesmere | SY12 0PG | 296 | 2017 | |
| 2850 | St Peter's C.E. (Controlled) Primary School | Wem | SY4 5BX | 2,457 | 2018 | |
| 2870 | St Mary's C.E. Primary School | Shrewsbury | SY5 9QX | 505 | 2017 | |
| 2880 | West Felton C.E. (Controlled) Primary School | Oswestry | SY11 4JR | 554 | 2017 | |
| 2890 | Weston Lullingfields C.E. (Controlled) Primary School | Shrewsbury | SY4 2AW | 221 | 2017 | |
| 2900 | Weston Rhyn Primary School | Oswestry | SY10 7SR | 1,145 | 2018 | |
| 2910 | Whitchurch C.E. Infant School | Whitchurch | SY13 1RJ | 1,674 | 2017 | |
| 2920 | Whitchurch C.E. (Controlled) Junior School | Whitchurch | SY13 1RX | 2,308 | 2017 | |
| 2930 | Whittington C.E. (Aided) Primary School | Oswestry | SY11 4DA | 1,262 | 2017 | |
| 2940 | Whixall C.E. (Controlled) Primary School | Whitchurch | SY13 2SB | 793 | 2017 | |
| 2950 | Wistanstow C.E. Primary School | Craven Arms | SY7 8DQ | 386 | 2017 | |
| 2960 | Woore Primary School | Woore | CW3 9SQ | 450 | 2017 | |
| 2980 | Worfield Endowed C.E. Primary School | Bridgnorth | WV15 5LF | 1,195 | 2017 | |
| 2990 | Worthen C.E. Primary School | Shrewsbury | SY5 9HT | 471 | 2016 | |
| 3070 | Bog Visitor Centre | Minsterley | SY5 0NG | 156 | 2016 | |
| 3100 | The Corbet School | Shrewsbury | SY4 2AX | 6,001 | 2017 | |
| 3110 | The Corbet School Caretaker's House | Shrewsbury | SY4 2AX | 95 | 2017 | |
| 3120 | The Community College | Bishops Castle | SY9 5AY | 5,733 | 2017 | |
| 3140 | The Community College Caretaker's Bungalow | Bishops Castle | SY9 5AY | 62 | 2016 | |
| 3150 | Bridgnorth Endowed School | Bridgnorth | WV16 4ER | 7,473 | 2017 | |
| 3170 | Oldbury Wells School (East) | Bridgnorth | WV16 5JD | 4,935 | 2017 | |
| 3175 | Bridgnorth Education Centre - TMBSS | Bridgnorth | WV16 5JE | 374 | 2016 | |
| 3190 | Oldbury Wells School (West) | Bridgnorth | WB16 5JD | 4,392 | 2017 | |
| 3211 | Childrens Centre Church Stretton | Church Stretton | SY6 6EX | 96 | 2016 | |
| 3300 | Ludlow C.E. School | Ludlow | SY8 1GJ | 7,050 | 2017 | |
| 3310 | Ludlow C.E. School Caretaker's Bungalow | Ludlow | SY8 1GJ | 77 | 2017 | |
| 3320 | The Grove School | Market Drayton | TF9 1HF | 11,571 | 2017 | |
| 3330 | The Grove School Caretaker's Bungalow | Market Drayton | TF9 1HF | 98 | 2016 | |
| 3480 | Mary Webb School & Science College | Shrewsbury | SY5 0TG | 6,301 | 2017 | |
| 3490 | Mary Webb School & Science College Caretaker's | Shrewsbury | SY5 0TG | 88 | 2017 | |
| 3500 | St Martin's (formerly Rhyn Park School) | Oswestry | SY10 7BD | 5,823 | 2017 | |
| 3510 | St Martin's Caretaker's Bungalow | Oswestry | SY10 7BD | 75 | 2016 | |
| 3520 | Idsall School | Shifnal | TF11 8PD | 9,712 | 2017 | |
| 3580 | Belvidere School | Shrewsbury | SY2 5LA | 6,334 | 2018 | |
| 3610 | Sundorne School and Sports College | Shrewsbury | SY1 4LL | 5,679 | 2018 | |
| 3620 | Grange School and Arts College | Shrewsbury | SY1 3LP | 5,367 | 2017 | |
| 3640 | Meole Brace School Science College | Shrewsbury | SY3 9DW | 8,881 | 2017 | |
| 3650 | Meole Brace School Science College (Former Caretakers Bungalow) | Shrewsbury | SY3 9DW | 70 | 2017 | |
| 3890 | Thomas Adams School | Wem | SY4 5UB | 6,551 | 2017 | |
| 3900 | Thomas Adams School | Wem | SY4 5UB | 2,909 | 2017 | |
| 3910 | Thomas Adams School - St Peter's Annexe | Wem | SY4 5UB | 460 | 2017 | |
| 3920 | Thomas Adams School Caretaker's Bungalow | Wem | SY4 5UB | 90 | 2017 | |
| 3925 | Thomas Adams School Boarding House | Wem | SY4 5UB | 2,750 | 2017 | |
| 3930 | Sir John Talbot's Technology College | Whitchurch | SY13 2BY | 6,846 | 2017 | |
| 3940 | Sir John Talbot's Technology College Caretaker's House | Whitchurch | SY13 2BY | 106 | 2017 | |
| 4040 | Shrewsbury Sure Start | Shrewsbury | SY1 4ES | 675 | 2016 | |
| 4110 | Radbrook Office Complex - Owen House | Shrewsbury | SY3 9BL | 336 | 2016 | |
| 4200 | Woodlands School | Wem | SY4 5PJ | 2,413 | 2017 | |
| 4220 | Woodlands School Bungalow | Wem | SY4 5PJ | 75 | 2017 | |
| 4260A | Starter Factory Unit - Unit 1 | Bridgnorth | WV16 4SF | 45 | 2018 | |
| 4260C | Starter Factory Unit - Unit 2 | Bridgnorth | WV16 4SF | 87 | 2018 | |
| 4260D | Starter Factory Unit - Unit 3 | Bridgnorth | WV16 4SF | 70 | 2018 | |
| 4260E | Starter Factory Unit - Unit 5 | Bridgnorth | WV16 4SF | 140 | 2018 | |
| 4260F | Starter Factory Unit - Unit 7 | Bridgnorth | WV16 4SF | 161 | 2018 | |
| 4260G | Starter Factory Unit - Unit 9 | Bridgnorth | WV16 4SF | 59 | 2018 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|-------|---|-------------------|----------|-------|------|--|
| 4260H | Starter Factory Unit - Unit 10 | Bridgnorth | WV16 4SF | 27 | 2018 | |
| 4260J | Starter Factory Unit -Unit 11 | Bridgnorth | WV16 4SF | 27 | 2018 | |
| 4260K | Starter Factory Unit - Unit 12 | Bridgnorth | WV16 4SF | 26 | 2018 | |
| 4260L | Starter Factory Unit - Unit 13 | Bridgnorth | WV16 4SF | 25 | 2018 | |
| 4260N | Starter Factory Unit - Unit 15 | Bridgnorth | WV16 4SF | 37 | 2018 | |
| 4260P | Starter Factory Unit - Unit 16 | Bridgnorth | WV16 4SF | 29 | 2018 | |
| 4260Q | Starter Factory Unit - Unit 17 | Bridgnorth | WV16 4SF | 29 | 2018 | |
| 4260R | Starter Factory Unit -Unit 18 | Bridgnorth | WV16 4SF | 120 | 2018 | |
| 4260S | Starter Factory Unit - Unit 19 | Bridgnorth | WV16 4SF | 391 | 2018 | |
| 4260T | Starter Factory Unit - Unit 20 | Bridgnorth | WV16 4SF | 166 | 2018 | |
| 4510 | Shrewsbury The Gateway Arts & Education Centre | Shrewsbury | SY1 1NB | 1,493 | 2016 | |
| 4511 | Shropshire Music And Arts Centre | Shrewsbury | SY3 0NU | 337 | 2016 | |
| 4513 | Radbrook Office Complex - Bourne House | Shrewsbury | SY3 9BL | 1,734 | 2016 | |
| 4544A | Rockspring Centre - childrens services | Ludlow | SY8 1ST | 100 | 2017 | |
| 4590 | Radbrook Office Complex - Walker House | Shrewsbury | SY3 9BJ | 491 | 2016 | |
| 4600 | Shrewsbury Centre | Shrewsbury | SY2 5BP | 816 | 2016 | |
| 4620 | Bridgnorth Youth Centre | Bridgnorth | WV16 4HL | 317 | 2016 | |
| 4630 | Ludlow Youth Centre | Ludlow | SY8 1RT | 386 | 2016 | |
| 4645 | Market Drayton Youth Centre | Market Drayton | TF9 3AD | 358 | 2017 | |
| 4651 | Oswestry - The Centre | Oswestry | SY1 1TE | 1,140 | 2017 | |
| 4660 | The Hive, Belmont, Shrewsbury | SHREWSBURY | SY11 1LW | 508 | 2016 | |
| 4670 | Sundorne Youth Centre | Shrewsbury | SY1 4RG | 1,364 | 2016 | |
| 4670A | Sundorne Education Centre | Shrewsbury | SY1 4RG | 431 | 2016 | |
| 4670B | Sundorne Tuition, Medical & Behaviour Support Service | Shrewsbury | SY1 4RG | 296 | 2017 | |
| 4671 | Harlescott Grange Youth Centre | Shrewsbury | SY1 3SW | 356 | 2017 | |
| 4677 | The Monkmoor Lodge Youth Centre | Shrewsbury | SY2 5RR | 246 | 2017 | |
| 4780 | Whitchurch Centre North East | Whitchurch | SY13 1QL | 253 | 2017 | |
| 4856 | Pontesbury Youth Centre | Pontesbury | SY5 0TG | 71 | 2016 | |
| 4857 | Ludlow Childrens Centre | Ludlow | SY8 1GJ | 56 | 2017 | |
| 4975 | The Community College Joint Use - SPARC | Bishops Castle | SY9 5AY | 858 | 2017 | |
| 4980 | Bridgnorth Endowed School Joint Use | Bridgnorth | WV16 4ER | 3,273 | 2017 | |
| 5000 | Lacon Childe Joint Use | Cleobury Mortimer | DY14 8PE | 676 | 2016 | |
| 5005 | Ellesmere Swimming Pool | Ellesmere | SY12 0BE | 563 | 2017 | |
| 5012 | Mary Webb Sports Centre | Pontesbury | SY5 0TG | 916 | 2017 | |
| 5020 | Idsall School Joint Use | Shifnal | TF11 8PD | 1,443 | 2017 | |
| 5031 | Shrewsbury The Grange Sports Centre | Shrewsbury | SY1 3LP | 850 | 2017 | |
| 5032 | Roman Road Sports Centre | Shrewsbury | SY3 9DW | 906 | 2017 | |
| 5080 | Thomas Adams School Joint Use | Wem | SY4 5UB | 850 | 2017 | |
| 5085 | Sir John Talbot's Technology College Sports Hall | Whitchurch | SY13 2BY | 2,008 | 2017 | |
| 5150 | Albrighton Fire Station | Albrighton | Wv7 3EW | 134 | 2017 | |
| 5160 | Baschurch Fire Station | Shrewsbury | SY4 2BB | 133 | 2016 | |
| 5170 | Bishops Castle Fire Station | Bishops Castle | SY9 5AF | 132 | 2016 | |
| 5180 | Bridgnorth Fire Station | Bridgnorth | WV14 4HL | 369 | 2016 | |
| 5190 | Church Stretton Fire Station | Church Stretton | SY6 6AZ | 152 | 2017 | |
| 5200 | Cleobury Mortimer Fire Station | Cleobury Mortimer | DY14 8QE | 115 | 2017 | |
| 5210 | Clun Fire Station | Clun | SY7 8JB | 102 | 2017 | |
| 5220 | Craven Arms Fire Station | Craven Arms | SY11 9QL | 113 | 2017 | |
| 5230 | Ellesmere Fire Station | Ellesmere | SY12 0AU | 122 | 2017 | |
| 5240 | Hodnet Fire Station | Market Drayton | TF9 3JD | 134 | 2016 | |
| 5250 | Ludlow Fire Station | Ludlow | SY8 1JH | 481 | 2017 | |
| 5260 | Market Drayton Fire Station | Market Drayton | TF9 2BQ | 315 | 2016 | |
| 5280 | Much Wenlock Fire Station | Much Wenlock | TF13 6NJ | 115 | 2016 | |
| 5285 | Minsterley Fire Station | Minsterley | SY5 0BG | 134 | 2016 | |
| 5290 | Newport Fire Station | Newport | TF10 7LB | 253 | 2016 | |
| 5300 | Oswestry Fire Station | Oswestry | SY11 1BB | 474 | 2016 | |
| 5310 | Prees Fire Station | Whitchurch | SY13 2DX | 224 | 2016 | |
| 5320 | Shrewsbury Fire Complex | Shrewsbury | SY1 2HJ | 4,142 | 2016 | |
| 5330 | Telford Stafford Park Central Fire Station | Telford | TF3 3BW | 2,641 | 2016 | |
| 5340 | Telford Tweedale Fire Station | Telford | TF7 4HT | 669 | 2016 | |
| 5350 | Telford Wellington Fire Station | Telford | TF1 2NW | 693 | 2016 | |
| 5360 | Wem Fire Station | Wem | SY4 5LR | 152 | 2017 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|-------|---|-----------------|----------|--------|------|--|
| 5370 | Whitchurch Fire Station | Whitchurch | SY13 1QL | 231 | 2016 | |
| 5400 | Ludlow Education Centre For Adults | Ludlow | SY8 1HQ | 80 | 2016 | |
| 5630 | Albrighton Library | Albrighton | WV7 3QH | 216 | 2016 | |
| 5640 | Bayston Hill The Mary Webb Library | Shrewsbury | SY3 0NA | 203 | 2016 | |
| 5660 | Bridgnorth Library | Bridgnorth | WV16 4AW | 539 | 2016 | |
| 5670 | Broseley Library | Broseley | TF12 5EL | 179 | 2017 | |
| 5680 | Church Stretton Library | Church Stretton | SY6 6DQ | 265 | 2016 | |
| 5700 | Extended Services Area Base - South | Craven Arms | SY7 9NW | 135 | 2016 | |
| 5710 | Ellesmere Library | Ellesmere | SY12 0AA | 154 | 2017 | |
| 5720 | Gobowen Library | Oswestry | SY11 3NP | 130 | 2016 | |
| 5741 | Ludlow Library and Museum Resource Centre | Ludlow | SY8 2PG | 2,925 | 2016 | |
| 5760 | Market Drayton The Clive Library | Market Drayton | TF9 1PH | 354 | 2016 | |
| 5770 | Much Wenlock Library | Much Wenlock | TF13 6AE | 63 | 2016 | |
| 5790 | Oswestry Library | Oswestry | SY11 1JN | 645 | 2016 | |
| 5800 | Pontesbury Library | Pontesbury | SY5 0TD | 65 | 2017 | |
| 5820 | Shifnal Library | Shifnal | TF11 8AZ | 176 | 2016 | |
| 5880 | Shropshire Youth IAG Office | Shrewsbury | SY1 1PL | 1,376 | 2016 | |
| 5885 | Shropshire Archives | Shrewsbury | SY1 2AQ | 1,300 | 2017 | |
| 5890 | Shrewsbury Castle Gates Library | Shrewsbury | SY1 1PL | 1,548 | 2017 | |
| 5992 | Wem Library and Learning Centre | Wem | SY4 5AA | 431 | 2016 | |
| 6000 | Whitchurch Library | Whitchurch | SY13 1EE | 351 | 2017 | |
| 6010 | Acton Scott Agricultural Museum | Acton Scott | SY6 6QW | 2,191 | 2016 | |
| 6030 | Acton Scott School Houses | Acton Scott | SY6 6QW | 209 | 2016 | |
| 6033 | Children & Young Peoples Services Store | Shrewsbury | SY4 4UG | 566 | 2017 | |
| 6060 | Ludlow Learning Centre | Ludlow | SY8 1NW | 655 | 2017 | |
| 6060A | Ludlow Tuition, Medical & Behaviour Support Service | Ludlow | SY8 1NW | 195 | 2017 | |
| 6070 | Much Wenlock Museum | Much Wenlock | TF13 6LX | 245 | 2016 | |
| 6076 | Ellesmere Countryside Service Depot | Ellesmere | SY12 0DQ | 153 | 2016 | |
| 6080 | South Shropshire Countryside Depot | Pontesbury | SY5 0YN | 630 | 2016 | |
| 6320 | The Shirehall | Shrewsbury | SY2 6ND | 19,399 | 2017 | |
| 6330 | The Old Vicarage | Shrewsbury | SY2 6ND | 358 | 2017 | |
| 6355 | Shrewsbury Crown Court | Shrewsbury | SY2 6LU | 1,301 | 2017 | |
| 6370 | Customer Service Centre | Shrewsbury | SY2 5DE | 1,052 | 2016 | |
| 6534 | Shrewsbury Little Oxon Farm | Shrewsbury | SY3 8DH | 168 | 2017 | |
| 6572 | Chelmaren | Shrewsbury | SY4 3NT | 399 | 2016 | |
| 6582 | Shrewsbury Bradbury House | Shrewsbury | SY2 5XW | 364 | 2016 | |
| 6617 | Beulah House | Market Drayton | TF9 3BD | 240 | 2016 | |
| 6619 | Glenview | Ludlow | SY8 1QS | 365 | 2016 | |
| 6650 | Oswestry Learning & Training | Oswestry | SY11 2HT | 655 | 2016 | |
| 6652 | Oswestry Maesbury Metals | Oswestry | SY10 8HA | 186 | 2016 | |
| 6655 | Avalon Court | Oswestry | SY11 2JE | 264 | 2016 | |
| 6675 | Albert Road Day Centre | Shrewsbury | SY1 4HY | 280 | 2016 | |
| 6705 | Ditton Priors Training Centre | Ditton Priors | WV16 6SS | 619 | 2017 | |
| 6725 | Greenacres Rural Unit | Baschurch | SY4 2JA | 145 | 2016 | |
| 6726 | Bridgnorth Training Centre (day Centre) | Bridgnorth | WV16 4HL | 101 | 2016 | |
| 6755 | 5 Lawley Gardens (group Home) | Shrewsbury | SY2 5RQ | 87 | 2016 | |
| 6765 | Group Home - 11 St Georges Street | Shrewsbury | SY3 8QA | 101 | 2016 | |
| 6766 | Group Home - 12 Redfern Close | Shrewsbury | SY3 7QH | 53 | 2017 | |
| 6770 | Kempsfield Hostel | Shrewsbury | SY3 7TP | 715 | 2016 | |
| 6771 | Aquamira | Shrewsbury | SY3 7TP | 559 | 2016 | |
| 6801 | Group Home - 10 The Elms | Shrewsbury | SY2 5PE | 87 | 2016 | |
| 6809 | Mental Health Respite House | Shrewsbury | SY3 5BJ | 250 | 2016 | |
| 6811 | PATH House | Ludlow | SY8 1SD | 238 | 2016 | |
| 6832 | Substance Misuse Team, Crown House, Shrewsbury | Shrewsbury | SY1 1DS | 728 | 2018 | |
| 6882 | Richmond House | Shrewsbury | SY1 3GG | 792 | 2016 | |
| 6893 | Ellesmere Meres Daycare Centre | Ellesmere | SY12 0AE | 404 | 2016 | |
| 7212 | Bradbury Lodge Respite Care Home | Whitchurch | SY13 1NT | 353 | 2017 | |
| 9200 | Craven Arms Gypsy Site | Craven Arms | SY7 8DU | 115 | 2017 | |
| 9210 | Cross Houses Gypsy Site | Cross Houses | SY5 6JR | 7 | 2017 | |
| 9220 | Oswestry Gypsy Site | Oswestry | SY11 4AS | 143 | 2017 | |
| 9240 | Prees Gypsy Site | Prees | SY13 2HS | 204 | 2017 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|-------------|---|----------------|----------|-------|------|--|
| 9309 | Theatre Severn | Shrewsbury | SY3 8FT | 7,026 | 2017 | |
| 9421 | Shrewsbury Learning & Training | Shrewsbury | SY2 6DL | 897 | 2016 | |
| 9430 | Radbrook Office Complex - Winston Churchill Building | Shrewsbury | SY3 9BJ | 1,249 | 2016 | |
| 9477 | Archive Store (was Learning & Training Industrial Centre) | Telford | TF1 7GR | 420 | 2016 | |
| 9525B | Ptarmigan | Shrewsbury | SY2 6LG | 1,674 | 2016 | |
| 9527 | Mount McKinley | Shrewsbury | SY2 6FG | 2,015 | 2016 | |
| 9788 | Shropshire Food Enterprise Centre | Shrewsbury | SY1 3TG | 3,807 | 2016 | |
| 10014527280 | Jupiter House - Shrewsbury | Shrewsbury | SY2 6LG | 1,000 | 2016 | |
| BDC002 | Canter Brook Depot & Offices | Bridgnorth | WV16 4SF | 987 | 2017 | |
| BDC007 | Birch Meadow Changing Rooms | Broseley | TF12 5LP | 139 | 2017 | |
| BDC074 | Severn Valley Country Park & Toilets | Alveley | WV15 6NN | 294 | 2017 | |
| BDC076 | Highley Mine (Severn Valley Country Park) | Bridgnorth | WV16 6NW | 33 | 2017 | |
| NSDC020 | Wem Town Hall and Information Link | Wem | SY4 5DG | 900 | 2016 | |
| OBC001 | Oswestry Council Offices | Oswestry | SY11 1JR | 2,532 | 2018 | |
| OBC002 | Castle View Annexe | Oswestry | SY11 1JR | 358 | 2018 | |
| OBC005 | Castle Court | Oswestry | SY11 1PX | 330 | 2018 | |
| OBC009 | Tourist Information Centre | Oswestry | SY11 4JA | 166 | 2017 | |
| OBC010 | Gatacre Pavillion | Oswestry | SY11 1DP | 156 | 2016 | |
| S003 | The Willows | Craven Arms | SY7 8DU | | 2017 | |
| S029 | Higher House Farm | Whitchurch | SY13 2NQ | | 2017 | |
| S043 | Ladyhill Farm, Holding No.43 | Oswestry | SY11 4JZ | 684 | 2016 | |
| S074 | Cherry Oaks Farm , Holding No.74 | Bridgnorth | WV16 6XF | | 2016 | |
| S106 | Severn View | Shrewsbury | SY5 6QS | | 2016 | |
| S115 | Lower Farm | Shrewsbury | SY5 6QR | | 2016 | |
| S153 | Lower Waen | Oswestry | SY10 8JA | | 2017 | |
| S184 | No.2 The Farm | Leebotwood | SY6 6NA | | 2016 | |
| S268 | Haypole Farm | Shrewsbury | SY5 7QQ | | 2016 | |
| S269 | Wheatlea | Shrewsbury | SY5 7QQ | | 2016 | |
| S270 | The Firs | Shrewsbury | SY5 7QQ | | 2016 | |
| S317 | Marton Grange House | Shrewsbury | SY4 3SA | | 2017 | |
| S319 | Marton Grange Farm | Shrewsbury | SY4 3SA | | 2016 | |
| S322 | 6 Marton Grange | Shrewsbury | SY4 3SA | 388 | 2016 | |
| S332 | The Pheasantry | Shrewsbury | SY4 45TH | 231 | 2016 | |
| S343 | The Clamp | Shrewsbury | SY4 1AH | | 2016 | |
| S353 | The Poplars | Minsterley | SY5 0AP | 294 | 2016 | |
| S369 | Hillside | Shrewsbury | SY4 4RW | | 2016 | |
| S370 | Abbey Farm | Shrewsbury | SY4 4RW | | 2017 | |
| S377 | No.6 Lacon Holdings | Wem | SY5 5RR | 689 | 2016 | |
| S378 | No.7 Lacon Holding | Wem | SY4 5RR | | 2016 | |
| S379 | Holmleigh Farm | Wem | SY4 5RR | 370 | 2016 | |
| S383 | Briar Hill Farm | Whitchurch | SY13 4BL | | 2017 | |
| S387 | The Beeches | Whitchurch | SY13 4BL | | 2017 | |
| S390 | The Oaks | Whitchurch | SY13 4BL | | 2017 | |
| SABC007A | Market Hall Shrewsbury | Shrewsbury | SY1 1QG | 9,100 | 2017 | |
| SABC007B | Student Accomodation | Shrewsbury | SY1 1QG | 2,760 | 2017 | |
| SABC021 | Bear Steps - Civic Society | Shrewsbury | SY1 1UU | 245 | 2017 | |
| SABC048 | Public Convenience - Bus Station, Raven Meadows | Shrewsbury | SY1 1PL | 62 | 2017 | |
| SABC056 | Weeping Cross Depot | Shrewsbury | SY5 6HY | 4,560 | 2018 | |
| SABC068 | Raven Meadows Car Park (Offices) | Shrewsbury | SY1 1PL | 81 | 2016 | |
| SABC081 | Meole Brace Golf Club | Shrewsbury | SY2 6QQ | 245 | 2018 | |
| SABC159 | The Regimental Museum | Shrewsbury | SY1 2AT | 813 | 2017 | |
| SABC160 | Coleham Pumping Station | Shrewsbury | SY3 7DN | 543 | 2018 | |
| SABC161 | Rowleys House | Shrewsbury | SY1 1QH | 1,324 | 2017 | |
| SABC163 | Old Market Hall | Shrewsbury | SY1 1LH | 278 | 2017 | |
| SABC164 | Music Hall | Shrewsbury | SY1 1LH | 3,131 | 2018 | |
| SABC169 | Longden Road Cemetery | Shrewsbury | SY3 7HG | 157 | 2017 | |
| SABC210 | CCTV Monitoring Centre | Shrewsbury | SY2 5RP | 145 | 2017 | |
| SABC774 | Shelton Cricket Club | Shrewsbury | SY3 8DN | 40 | 2016 | |
| SSDC044 | Drovers House, Block A, Craven Arms | Craven Arms | SY7 9BZ | 150 | 2017 | |
| SSDC051 | Enterprise House, Bishops Castle | Bishops Castle | SY9 5AQ | 1,541 | 2017 | |
| SSDC055 | Aspire Centre and Workshops, Units 1 to 8 | Burford | WR15 8HE | 350 | 2018 | |

Appendix 1 - IOC168 - Review of Water Risk Assessments

SECTION H - PRICING SCHEDULE

| | | | | | | |
|---------|-----------------|----------------|---------|-------|------|--|
| SSDC057 | Challenge Court | Bishops Castle | SY9 5DW | 2,287 | 2017 | |
|---------|-----------------|----------------|---------|-------|------|--|

361 Sites

| | |
|------------|----|
| Total Cost | £0 |
|------------|----|

Company Name:

Signature:

Name:

Date:

- | | | | |
|--|-------|------|--|
| PROPERTY NUMBER:0480 | | | |
| Shropshire Council - Buildwas Primary School - WC26877 | | | |
| 3/07/2015 | TP | SD | |
| DATE | DRAWN | CHKD | |
- 

Integrated **water** services
- WOOD END LANE
FRADLEY WS13 8NF
TEL: 01563 446 700
FAX: 01563 446 701
Website: www.integrated-water.co.uk
Email: contact@integrated-water.co.uk
- | | |
|---------|------|
| DRG.NO. | 10f1 |
|---------|------|

Risk Assessment of the Control of Legionellosis & Water Hygiene Report for Shropshire Council Buildwas Primary School

Property: Buildwas Primary School
Property Number: 0480
Date: 16th July 2015
Date for Review: 15th July 2017

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND



Integrated Water Services

Wood End Lane
Fradley
Lichfield
WS13 8NF
T: 01543 445700
F: 01543 445717

www.integrated-water.co.uk

| Document Control | | Surveyed | Quality Control | Approved |
|------------------|------------|------------|-----------------|----------|
| Issue | Date | | | |
| 1 | 14.09.2011 | [REDACTED] | | |
| 2 | 27.06.2013 | | | |
| 3 | 16.07.2015 | | | |
| 4 | | [REDACTED] | | |
| 5 | | | | |
| 6 | | | | |

Risk Assessment for the Control of Legionellosis and Water Hygiene Report for
Shropshire Council, Buildwas Primary School

| | |
|-----------------------------------|---|
| Client Name: | Shropshire Council |
| Site/Building Surveyed: | Buildwas Primary School, Buildwas, Telford, TF8 7DA |
| Property Number: | 0480 |
| Report Reference: | WC26877 |
| Survey Date: | 16th July 2015 |
| Review Date: | 15th July 2017 (Systems must also be Re- Risk Assessed if there are significant changes to the building or occupants) |
| Responsible Person: | <div>██████████</div> Strategic Asset Manager |
| Previous Risk Assessment Details: | Integrated Water Services Report ref: WC17203 |
| Risk Assessment Undertaken By: | <div>██████████</div> |
| Position: | Risk Assessor |

Contents

| Section | Content | Page |
|---------|--|------|
| 1.0 | Aim | 04 |
| 2.0 | Disclaimer | 04 |
| 3.0 | Building Description | 05 |
| 4.0 | Summary & Risk Assessment Rating | 06 |
| 5.0 | Risk Assessment Summary Classification | 07 |
| 6.0 | Faults Identified & Recommendations | 09 |
| 7.0 | Pre Planned Maintenance Programme Analysis | 12 |
| 8.0 | Survey Data and Results | 14 |
| 9.0 | Schematic Plan | 29 |
| 10.0 | Legionnaires Disease History and Information | 30 |
| 11.0 | Control of Legionellosis – Legislation | 32 |

1.0 Aim

It is important for the Management and Control of Legionellosis as laid out in the APPROVED CODE OF PRACTICE & GUIDANCE (L8), an employer, self employed persons or persons who are in control of a premises as a workplace as a tenant or landlord is required to:

- a) Undertake a Legionella Risk Assessment of all water systems controlled by the above.
- b) Prepare a scheme of precautions for managing and controlling the assessed and foreseeable risks and implement and manage the scheme of precautions.
- c) Maintain records for the purposes of inspection, assessment and analysis for a period of no less than 5 years.
- d) To appoint, in writing, a suitably trained and experienced person to the position of Responsible Person with details of appointment and responsibilities laid out in writing.

In the first instance, the aim of undertaking this risk assessment is to survey all items of plant located on the site/building and determine an associated risk score and a potential for bacterial contamination including Legionella bacteria for each item surveyed and to present an overall risk score for the site and building included in the scope of the report.

In addition, we have designed this Risk Assessment to comply fully with the statutory requirement set out in the APPROVED CODE OF PRACTICE & GUIDANCE (L8) and is presented to allow the Responsible Person to consider the associated risk and appropriately manage the identified risks by the introduction of; or amendment to a Pre Planned Maintenance Programme.

This assessment will consider the Management Policies and Procedures manuals and Logbook systems and include such items in the risk valuation system. A copy of this report should be placed into the sites log book system.

2.0 Disclaimer

This Survey was carried out on parts of the systems which were made accessible to the surveyor. Any water systems found in any part of the site, that were not made available for whatever reason, may not be included in this Report and exclusion of these systems does not indicate absence.

A representative percentage of the site and services were surveyed therefore items of equipment that maybe present may not be included in this report.

However, the plant and services surveyed are considered representative of the system as a whole and any remedial action should be considered for all plant.

Whilst every endeavour is made in order to ascertain the correct information regarding the Site layout and system plant information, the surveyor must rely on site staff knowledge and any available system drawings and information. Lack of such knowledge or information and incorrect available information may lead to assumptions on the part of the surveyor.

We will however, endeavour to ensure that all information gathered is accurate and current to allow for accurate Risk Assessment to be undertaken.

3.0 Site / Building Description and Information

Buildwas Primary School is a single storey property utilised as a primary school on a Monday to Friday basis by children, staff and visitors.



Located in the Boiler Room are two domestic Cold Water Storage Tanks (CWST 1 and 2) which supply Cold Water Services (CWS) to the building and a single Hot Water Services (HWS) Calorifier (CAL) also located in the Boiler Room.

The calorifier supplies all HWS to the Kitchen only. All other HWS on site are supplied from point of use Water Heaters (WH) however WH5 and 6 were inaccessible due to the security screws used on the panels.

Cold water services in the Main Building are fed from both mains supply and CWST's; whilst the Demountable's are fed from Mains Cold Water Services (MCWS)

There are a number of TMVs on site that are used to reduce the risk of scalding at the outlets.

No showers were located on site.

4.0 Summary & Risk Assessment Rating

SUMMARY & RISK ASSESSMENT RATING

The Risk score has been determined by adding up the individual Risk scores from Section 5 to show an overall site Risk which is shown as elements of the survey.

The Risk score is based on the results of the data recorded and the scoring system as detailed below. The Risk Assessment Score Scale is dependent on plant located on the site.

| Report Section | Risk Score |
|--|---------------------|
| Building Occupancy/Exposure | 5 |
| Management System | 5 |
| PPM & Records | 4 |
| Water Heaters | 7 |
| Calorifiers | 12 |
| Cold Water Storage Tanks | 25 |
| Distribution System (including showers) | 16 |
| Air Handling Plant & Humidification | 0 |
| Other Plant Items and Treatment | 0 |
| Bacterial Analysis Results | 0 |
| Risk Assessment Score Scale | Low = 41 – 82 |
| | Moderate = 83 – 205 |
| | High = 206 – 369 |

| | |
|--|-----|
| Overall Property Score (See Risk Classification Below) | 74 |
| Overall Site Risk Rating | LOW |

Please see the Risk Assessment Rating sheet located on the following page for a detailed summary of the risk scores provided above. These scores provide us with the Risk Assessment scoring system and allow the reader to understand where elements of the systems installed into the property have an increased risk and resulted in the above Risk Rating.

| Risk Assessment Scoring System | | | |
|--------------------------------|--------|----------------|--|
| Element | Rating | Classification | Description |
| Likelihood | 3 | HIGH | Urgent problems identified that represent a serious risk to health. Remedial actions required IMMEDIATELY. Element has failed or will fail within 1 month. Serious and multiple breaches of legal obligations. |
| | 2 | MODERATE | Problems identified. Remedial actions required within 1 Month. Element likely to fail within 3 months or has already failed. Breach of legal obligation. |
| | 1 | LOW | Elements located on site. Some actions may be necessary within 6 months. |
| | 0 | N/A | Element not located on this site. No Risk score allocated. |
| Consequence | 3 | HIGH | Serious harm, major injury or death certain to occur. Multiple breaches of legal obligations. Remedial action required IMMEDIATELY. |
| | 2 | MODERATE | Harm, minor injury and lost time likely to occur. Remedial actions must be implemented within 3 months. Breach of legal obligations. |
| | 1 | LOW | Harm is unlikely to occur under normal operation. |
| | 0 | N/A | Element not located on this site. No Risk score allocated. |
| Risk Classification | 7 – 9 | HIGH | Urgent attention required. Risk reduction measures <u>MUST</u> be implemented IMMEDIATELY. |
| | 4 – 6 | MODERATE | Risk reduction measures must be implemented within 3 months to reduce or control the risk. |
| | 1 – 3 | LOW | Maintain system operation, complete any remedial actions. |
| | 0 | N/A | Element not located on this site. No Risk score allocated. |

5.0 Risk Assessment Summary Classification

The following table represents the identified faults of the site and provides a Likelihood (L), Consequence (C) and Risk Rating (R) for each report section element.

The Risk Rating has been calculated using the following formula: $L \times C = R$

The Total Risk Rating is calculated by adding up all of the Risk Rating Totals. It is important to note that although a Total Risk Rating may be LOW, certain elements may have a higher score in an individual basis. It is therefore IMPORTANT to ensure all of the report and its recommendations are considered. It is also important to consider the data in Sections 6, 7 & 8 to ensure full understanding of the faults identified and remedial actions required.

| Report Section | Section Element | Risk Assessment | | | |
|---|--|------------------|------------|-------------|-------------|
| | | Risk Present Y/N | Likelihood | Consequence | Risk Rating |
| Building Occupancy/Exposure | Presence of Susceptible Individuals | No | 1 | 1 | 1 |
| | Aerosol Generation | Yes | 2 | 2 | 4 |
| Risk Assessment Rating Total: | | | | | 5 |
| Management System | Management Policy | No | 1 | 1 | 1 |
| | Responsible Persons Appointed | No | 1 | 1 | 1 |
| | Lines of Communication Established | No | 1 | 1 | 1 |
| | Procedures Present Including Emergency Procedures | No | 1 | 1 | 1 |
| | Previous Risk Assessment Present | No | 1 | 1 | 1 |
| Risk Assessment Rating Total: | | | | | 5 |
| Pre Planned Maintenance | Logbook Satisfactory | No | 1 | 1 | 1 |
| | Maintenance Programme Satisfactory | No | 1 | 1 | 1 |
| | All Checks Completed | No | 1 | 1 | 1 |
| | Records Fully Maintained | No | 1 | 1 | 1 |
| Risk Assessment Rating Total: | | | | | 4 |
| Water Heaters / Cistern Water Heaters / XPHEs | Storage & Flow At $\geq 60^{\circ}\text{C}$ (>30 litres) | Yes | 1 | 1 | 1 |
| | Thermostat Set At $\geq 60^{\circ}\text{C}$ (>30 litres) | Yes | 1 | 1 | 1 |
| | Header Section Clean | Yes | 2 | 2 | 4 |
| | Services Well Used | No | 1 | 1 | 1 |
| Risk Assessment Rating Total: | | | | | 7 |
| Calorifiers | Storage & Flow At $\geq 60^{\circ}\text{C}$ | No | 1 | 1 | 1 |
| | Thermostat Set At $\geq 60^{\circ}\text{C}$ | No | 1 | 1 | 1 |
| | Return At $\geq 50^{\circ}\text{C}$ | N/A | 0 | 0 | 0 |
| | Base At $\geq 50^{\circ}\text{C}$ | No | 1 | 1 | 1 |
| | Thermal Stratification Present | No | 1 | 1 | 1 |
| | Drain Point Present | No | 1 | 1 | 1 |
| | Drain Flushed | Yes | 2 | 2 | 4 |
| | Sediment/Scale Deposition Present In Initial Drain Flush | No | 1 | 1 | 1 |
| | Insulation Complete | No | 1 | 1 | 1 |
| | Water Excessively Turbid | No | 1 | 1 | 1 |
| Risk Assessment Rating Total: | | | | | 12 |

*Water Supply (Water Fittings) Regulations 1999

| Report Section | Section Element | Risk Assessment | | | |
|----------------------------------|---|------------------|------------|-------------|-------------|
| | | Risk Present Y/N | Likelihood | Consequence | Risk Rating |
| Cold Water Storage Tanks | CWST Accessible | Yes | 2 | 2 | 4 |
| | Suitable Vented Lid Fitted | No | 1 | 1 | 1 |
| | Rodent Screen Present | Yes | 2 | 2 | 4 |
| | CWST Compliant To The WS(WF)R1999 | Yes | 2 | 2 | 4 |
| | Unsuitable Materials | No | 1 | 1 | 1 |
| | Bio-fouling Present | No | 1 | 1 | 1 |
| | Excessive Sediment Present | Yes | 2 | 2 | 4 |
| | Excessive Corrosion Present | No | 1 | 1 | 1 |
| | Stagnation Present | No | 1 | 1 | 1 |
| | Temperature <20°C | No | 2 | 2 | 4 |
| Risk Assessment Rating Total: | | | | | 25 |
| Distribution Systems | CWS <20°C (2 Mins) | No | 1 | 1 | 1 |
| | HWS ≥50°C (1 Min) | No | 1 | 1 | 1 |
| | Dead Legs | No | 1 | 1 | 1 |
| | Low Use | No | 1 | 1 | 1 |
| | Showers Present | N/A | 0 | 0 | 0 |
| | Shower Heads Clean | N/A | 0 | 0 | 0 |
| | Shower Frequently Used | N/A | 0 | 0 | 0 |
| | TMVs Present | Yes | 2 | 1 | 2 |
| | Common Blended Pipework >2 M | Yes | 3 | 3 | 9 |
| | WRC Approved Materials/Suitable Supply | No | 1 | 1 | 1 |
| Risk Assessment Rating Total: | | | | | 16 |
| Air Handling Units & Humidifiers | Intake Protected Against Rain Water Ingress | N/A | 0 | 0 | 0 |
| | Internal Surfaces Condition | N/A | 0 | 0 | 0 |
| | Unit Condition | N/A | 0 | 0 | 0 |
| | Humidification Present | N/A | 0 | 0 | 0 |
| | Pond <20°C & Clean | N/A | 0 | 0 | 0 |
| | Water Pooling | N/A | 0 | 0 | 0 |
| | Water Treatment | N/A | 0 | 0 | 0 |
| Risk Assessment Rating Total: | | | | | 0 |
| Water Softeners | Brine Tank Filled With Salt | N/A | 0 | 0 | 0 |
| | Brine Tank Clean | N/A | 0 | 0 | 0 |
| | Unit Serviced | N/A | 0 | 0 | 0 |
| | Unit Online | N/A | 0 | 0 | 0 |
| Risk Assessment Rating Total: | | | | | 0 |
| Bacterial Analysis | Legionella Bacteria Present | N/A | 0 | 0 | 0 |
| | Elevated TVC | N/A | 0 | 0 | 0 |
| | Elevated E.Coli/Coliforms | N/A | 0 | 0 | 0 |
| Risk Assessment Rating Total: | | | | | 0 |
| Risk Assessment Rating Total: | | | | | 74 |
| Risk Rating: | | | | | LOW |

*Water Supply (Water Fittings) Regulations 1999

6.0

Faults Identified & Recommendations

Shropshire Council

Block:

Buildwas Primary School

Date of Survey:

16th July 2015

| Asset | Location | Fault Identified | Recommendation | Sign Off |
|--------------------------|---------------------------|---|--|----------|
| Building Occupancy | N/A | None | No persons at increased risk identified. No further action required. | |
| Management System | Lines of Communication | A complete set of contact details for the management team was not present in the log book | The contact details for Mr Tim Othen are detailed in the site log book and all correspondence is expected to go through Mr Othen's department. It is important to ensure that the log book is fully up to date with contact details and providing a single point of contact is acceptable providing procedures are in place for emergency circumstances. | |
| Pre Planned Maintenance | PPM Programme as a whole. | All of the PPM for all of the Shropshire Council Properties is included in a contracted out monitoring system | Data reporting system appears complete and fully in use. Consideration must be given to inserting the details of the PPM programme into the site logbook confirming the locations visited as part of the computerised system to ensure an auditable trail of documentation is present. | |
| Incoming mains | MCW 1 | Available pipe work not coded | Ensure all available pipe work is coded to British standards. | |
| Calorifiers | CAL 1 | New calorifier installed | No faults identified. | |
| Water Heaters | WH 5 and 6 | The units were boxed in and panels secured with security screws | Ensure that the units are made accessible for future inspections and essential maintenance. | |
| Water Heaters | WH 7 | The temperature was set to user preference | Due to the low volume of stored water this is acceptable provided the unit is clean and well maintained and is used sufficiently. | |
| Water Heater | WH 2 | The unit was turned off | Reinstate water heater and set to correct temperatures. | |
| Water Heaters | CWH 1 | The header section of the unit was not free from sediment | Ensure that the header section of the unit is kept in a clean condition and free from sediment. Cleaning and disinfecting the headers sections should be carried out in accordance with BS8588:2011. | |
| Cold Water Storage Tanks | CWST 1 and 2 | Available pipe work not coded | Ensure all available pipe work is coded to British standards. | |

| Asset | Location | Fault Identified | Recommendation | Sign Off |
|----------------------------|----------------------------|---|---|----------|
| Cold Water Storage Tanks | CWST 1 and 2 | The overflow from the unit was not screened against the ingress of vermin and foreign materials | In order to comply with the 'Water Supply (water fittings) Regulations 1999', ensure that a suitable rodent screen be fitted to the overflow to prevent the ingress of vermin and insects. | |
| Cold Water Storage Tanks | CWST 1 and 2 | Tank has contamination to the internal surfaces | Ensure tanks are kept in a clean condition and free from sediment. Cleaning and disinfection should be carried out in accordance with BS8558:2011. | |
| HWS Outlets | Staff areas | Risk of scalding | Install 'CAUTION – HOT WATER' signage. | |
| CWS Outlets | Kitchen WHB, class 3 & 5/6 | No 'not drinking water' signs | Identify all tank fed outlets and fit 'NOT DRINKING WATER' signage. Only use direct mains fed water for drinking. | |
| Thermostatic Mixing Valves | TMVs 1 & 4 | Unable to ascertain if TMVs are fitted to these areas | Make access to TMV for monitoring and maintenance purposes. | |
| Thermostatic Mixing Valves | TMV's | A number of outlets supplied from TMVs had an excessive amount of blended pipework | It is important to ensure that either individual mixing valves be installed to ensure that blended pipework be kept to a maximum of 2 meters or that the outlets are used on a regular basis at least twice weekly. | |

7.0

Pre Planned Maintenance Programme Analysis

The following table contains the details of the Pre Planned Maintenance Programme (if any) and recommends the frequency set out in the APPROVED CODE OF PRACTICE L8 or that determined necessary by the surveyor.

| Item Of Plant | Task Required | Current Frequency | | | | | Recommended Frequency |
|--|---------------------------------|--------------------|---------|-----------|-------------|--------|---------------------------|
| | | Weekly/As Required | Monthly | Quarterly | 6 – Monthly | Annual | |
| Cold Water Storage Tanks | Temperature Monitoring | | | | X | | 6 – Monthly |
| | General Inspections | | | | | X | Annual |
| | Clean and Disinfection | X | | | | | As Required |
| | Biological Monitoring | X | | | | | Directed by PPM Programme |
| Distribution System | Sentinel Outlets (Hot and Cold) | | X | | | | Monthly |
| | All Outlets Temperatures | | | | | X | Annual |
| | Clean and Disinfection | X | | | | | As Required |
| | Biological Monitoring | X | | | | | As Required |
| | Low Use Flushing | X | | | | | As Required |
| X – Plate Heat Exchanger/Angellery Water Heaters | Temperature Monitoring | | X | | | | Monthly |
| | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection | X | | | | | As Required |
| | Biological Monitoring | X | | | | | As Required |
| Direct and Indirect Water Storage Calorifiers | Temperature Monitoring | | X | | | | Monthly |
| | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection | X | | | | | As Required |
| | Biological Monitoring | X | | | | | As Required |
| Cistern Type Water Heaters | Temperature Monitoring | | X | | | | Monthly |
| | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection | X | | | | | As Required |
| | Biological Monitoring | X | | | | | As Required |
| Water Heaters/Combi | Temperature Monitoring | | | | X | | 6 – Monthly |
| | General Inspections | | | | | X | Annual |
| Showers – Electric/Mixer | Temperature Monitoring | | X | | | | Monthly |
| | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection | | | X | | | Quarterly |
| | Biological Monitoring | X | | | | | As Required |

Pre Planned Maintenance Analysis Continued:

| Item Of Plant | Task Required | Current Frequency | | | | | Recommended Frequency |
|-------------------------------|-------------------------------------|--------------------|---------|-----------|-------------|--------|-----------------------|
| | | Weekly/As Required | Monthly | Quarterly | 6 – Monthly | Annual | |
| Thermostatic Mixing Valves | Temperature Monitoring | | X | | | | Monthly |
| | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection | | | X | | | Quarterly |
| | Biological Monitoring | X | | | | | As Required |
| Water Softeners | Hardness Test | X | | | | | Weekly |
| | Operational Check | | X | | | | Monthly |
| | Regeneration | X | | | | | Automated |
| Water Features | Treatment | X | | | | | Daily |
| | Inspections | | X | | | | Monthly |
| | Clean and Disinfection | X | | | | | As Required |
| Vending Machines | Cleaning and Disinfection | X | | | | | Weekly |
| | General Inspection | | X | | | | Monthly |
| Vehicle Washers | Treatment | X | | | | | Weekly |
| | General Inspections | | | X | | | Quarterly |
| | Biological Monitoring | X | | | | | As Required |
| | Clean and Disinfection | X | | | | | As Required |
| Non Ducted Air Conditioning | General Maintenance | | | | X | | 6 – Monthly |
| Ducted Air Conditioning Plant | General Inspections | | | X | | | Quarterly |
| | Clean and Disinfection (inc. Traps) | | | X | | | Quarterly |

8.0 Survey Data and Results

Shropshire Council

Block:

Buildwas Primary School

Date of Survey:


16th July 2015**Building Occupancy/Exposure**

| | |
|---|---|
| Building Occupants? | Primary School – The occupants are children 3-11 and adults of varied age and health |
| Period of Building Use? | The property is utilised at least on a Monday to Friday basis from 07:00 to 18:00 approximately |
| Is an aerosol generated within this building? | Yes – Water services present do not include showers |

Management System

| | |
|---|--|
| Is there a Management Policy for the Control of Legionella? | Yes |
| Is the Management Policy sufficient? | Yes – The Shropshire Council Policy and Procedures for the Management & Control of Legionella Risks document was considered satisfactory |
| Are all persons involved trained and certificates issued? | Yes – Copies of training certificates are held at Shirehall by Mr Tim Othen |
| Is there a Pre Planned Maintenance Programme undertaken? | Yes |
| Is the PPM Programme sufficient? | Yes – The PPM programme is undertaken by Grahams Environmental Services on their Zetasafe Electronic Logbook. The system incorporates a handheld device with all of the PPM items preloaded. The Shropshire Council part of the system is a default reporting module to allow Shropshire Council to view and complete the remedial actions of faults. The system appears to be robust and has been set up to include all sites |

| | |
|---|---|
| Are lines of communication clearly established and recorded? | |
| Has a Responsible Person been nominated in writing? | Yes – Responsible persons appointed as part of their job description. |
| Are the responsibilities of all persons clearly established and recorded? | Yes – Details of responsibilities for positions clearly stated in the Logbook |
| Is the Previous Risk Assessment Present? | Yes |
| Previous Risk Assessment Reference & completed by? | Integrated Water Services Report ref: WC17203 |
| Previous Risk Assessment date? | 27 th June 2013 |
| Elevated results procedure present in the Logbook? | Yes |

| Site Incoming Main Details | |
|--|-------------|
| Mains size and materials? | 28mm MDPE |
| Location? | Boiler Room |
| Water meter size and manufacturer? | Not known |
| Daily average consumption? | Not known |
| Sample point present? | Yes |
| Temperature checked twice yearly and recorded? | Not known |
| Incoming mains sampled? | No |
|  | |

Calorifiers

Calorifiers: CAL 1



| | |
|---|--------------------------------|
| Location of access: | External access to Boiler Room |
| Type and size of access: | Standard single door |
| Is the Calorifier online and period of operation: | Yes – Daily |
| Calorifier supplies: | HWS to kitchen |
| Unit supplied from: | CWST 2 |
| Flow temperature: | 60°C |
| Return temperature: | N/A |
| Base temperature: | Unknown |
| Cold feed temperature: | 18°C |
| Thermostat set temperature: | 60°C |
| Stratification present: (For units >150 litres) | N/A |
| Construction type and materials: | Vertical – Copper |
| Unit linked to other Calorifiers: | No |
| Dimensions and capacity: | 1.0 x 0.5m @ ~ 145 litres |
| Is the Calorifier safely accessible: | Yes |
| Method of heating: | Boiler |
| Drain position: | Base |

| | |
|--|----------------------------------|
| | |
| Drain size: | 15mm |
| | |
| Drain flushed: State turbidity. | No – Not tested |
| | |
| Isolation valves present: (including on pumps) | Yes |
| | |
| Is a Non-return valve fitted to the cold feed: | No NRV but thermal loop pipework |
| | |
| Cold feed size: | 22mm |
| | |
| Is the recirculation pump operating and installed correctly: | N/A |
| | |
| Dual circulation pumps fitted switched: | N/A |
| | |
| Return pipework size: | N/A |
| | |
| Is the Calorifier and pipework adequately insulated: | Yes |
| | |
| Nearest drain: | 5m |
| | |
| Nearest power supply: | 3m |
| | |
| Is the unit labelled: | Yes |
| | |
| Is there an inspection hatch: (For units >150 litres) | N/A |

Cistern Type Water Heaters

Cistern Water Heaters: CWH 1

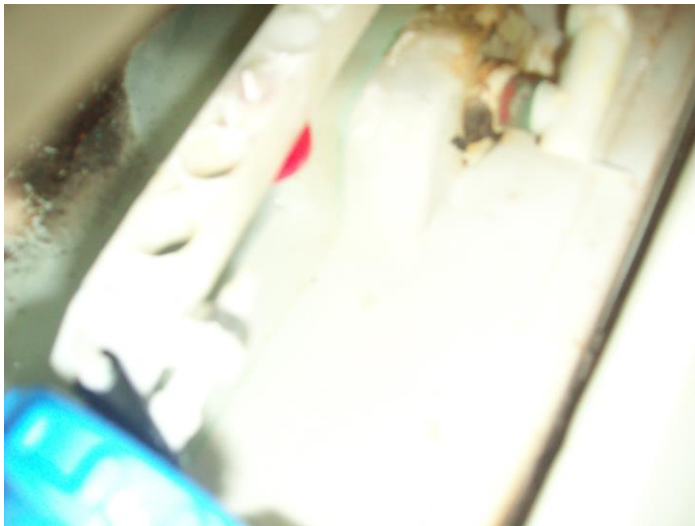


Location: Cleaners cupboard (Main Building)

Make & Model: Santon

Is the unit accessible: (Both Hot and Cold Sections) Yes

Header section clean: No



Header section temperature: 24°C

Lid vented: Yes

Overflow screened: Yes

Hot water capacity: Approx 20 litres

Cold water capacity: Approx 5 litres

| | |
|-----------------------------|---------------------------|
| No. of outlets served: | 1 – Cleaners store |
| | |
| Thermostat set temperature: | Not known |
| | |
| Highest water temperature: | 65°C - Outlet temperature |
| | |
| Comments: | |

Water Heaters

Water Heaters: WH 2



| | |
|--------------------------------|--------------------------------|
| Location: | Disabled toilet (Demountables) |
| Make & Model: | Steibel Electron |
| Is the unit accessible: | Yes |
| Is the unit in good condition: | Yes |
| Hot water capacity: | 15 litres |
| No. of outlets served: | 1 – Demountable disabled WC |
| Thermostat set temperature: | 65°C |
| Highest water temperature: | 17°C |
| Comments: Unit turned off | |

Water Heaters

Water Heaters: WH 3



| | |
|--------------------------------|-------------------------------|
| Location: | Class 2 toilet (Demountables) |
| Make & Model: | Heatrae Sadia |
| Is the unit accessible: | Yes |
| Is the unit in good condition: | Yes |
| Hot water capacity: | 15 litres |
| No. of outlets served: | 2 – Class 1 WC and Class 2 |
| Thermostat set temperature: | Not Known |
| Highest water temperature: | 65°C |
| Comments: | Unit replaced with new unit |

Water Heaters

Water Heaters: WH 4



| | |
|--------------------------------|--------------------------|
| Location: | Staff toilet |
| Make & Model: | Santon Aquaheat |
| Is the unit accessible: | Yes |
| Is the unit in good condition: | Yes |
| Hot water capacity: | 15 litres |
| No. of outlets served: | 2 – Staffroom & staff WC |
| Thermostat set temperature: | User set |
| Highest water temperature: | 56°C |
| Comments: | |

Water Heaters

Water Heaters: WH 5



| | |
|--|------------------------|
| Location: | Girls toilet |
| Make & Model: | No access – Unknown |
| Is the unit accessible: | No |
| Is the unit in good condition: | Unknown |
| Hot water capacity: | Unknown |
| No. of outlets served: | 2 - Girls toilets |
| Thermostat set temperature: | Unknown |
| Highest water temperature: | 40°C - Tap temperature |
| Comments: Panels secured with security screws | |

Water Heaters

Water Heaters: WH 6



| | |
|--|------------------------|
| Location: | Boys toilet |
| Make & Model: | No access – Unknown |
| Is the unit accessible: | No |
| Is the unit in good condition: | Unknown |
| Hot water capacity: | Unknown |
| No. of outlets served: | 2 - Boys toilets |
| Thermostat set temperature: | Unknown |
| Highest water temperature: | 40°C - Tap temperature |
| Comments: Panels secured with security screws | |

Water Heaters

Water Heaters: WH 7



| | |
|--|-------------------------------|
| Location: | Nursery class 1 (Demountable) |
| Make & Model: | Limited access – Unknown |
| Is the unit accessible: | Yes |
| Is the unit in good condition: | Yes |
| Hot water capacity: | 7 litres |
| No. of outlets served: | 1 – Class 1 |
| Thermostat set temperature: | Not known |
| Highest water temperature: | 42°C |
| Comments: Unit replaced with a new unit | |

Water Heaters

Water Heaters: WH 8




| | |
|--------------------------------|--------------------|
| Location: | Demountable toilet |
| Make & Model: | Heatrea |
| Is the unit accessible: | Yes |
| Is the unit in good condition: | Yes |
| Hot water capacity: | 15 litres |
| No. of outlets served: | 3 – Class 2 WC's |
| Thermostat set temperature: | Not known |
| Highest water temperature: | 66°C |
| TMV's fitted | Yes |
| Comments: | |

Cold Water Storage Tanks (Domestic)

Cold Water Storage Tanks: CWST 1



| | |
|---|---------------------------------------|
| Location of access: | External access to Boiler Room |
| Type and size of access: | Standard door |
| State what the unit supplies: | CAL 1 & TCW to various outlets |
| Make up temperature: | 16°C |
| Storage temperature: | 17°C |
| Dimensions and capacity: | 0.9 x 0.7 x 0.8m @ Approx. 450 litres |
| Material of construction: | Moulded Fibreglass |
| Is a tight fitting lid fitted: (Note any holes and condition) | Yes |
| Is the lid vented: | Yes |
| Material of lid: | Fibreglass |
| Type of level control: | N/A |
| Overflow size and construction: | N/A (Overflow on CWST 2) |
| Warning pipe size and construction: (For units >1000 litres) | N/A |
| Rodent Screens fitted: | No |
| Inlets and outlets opposed? (For units >1000 litres) | Yes |

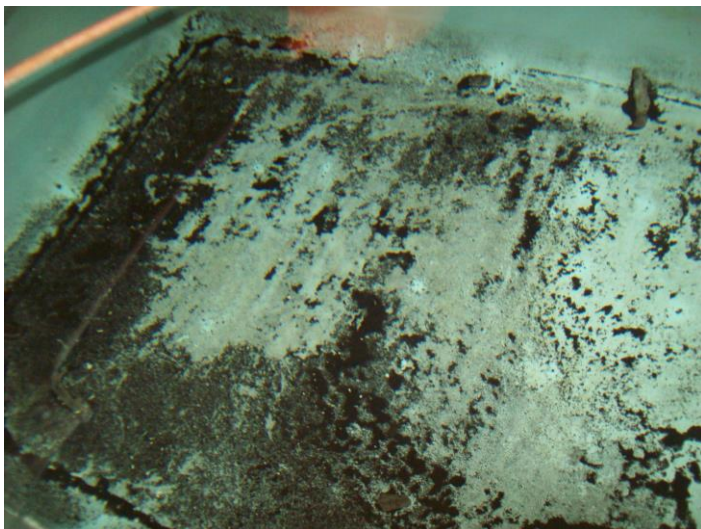
| | |
|---|----------------------------|
| Number of outlets: Material and size: | 2 - Copper outlets visible |
| Linked to any other Tanks: | Yes – CWST 2 |
| Are sufficient valves fitted: | Yes |
| Supply pipework size and material: | Link pipework x 2 |
| Drain size and location: | No drain |
| Corrosion levels: | None |
| Sediment levels: | Light |
|  | |
| Stagnation present: | No |
| Biofilm present: | No |
| Unit accessible/headroom: | Poor |
| Sufficient insulation present on tank and pipework: | Yes |
| Nearest drain: | 8m (Outside) |
| Nearest power: | 5m |
| Does the HWS system expansion pipe expand away from the tank: | Yes into heating CWST |
| Is the unit labelled: | Yes |
| Does the unit comply? (Water Supply (water fittings) Regulations 1999) | No |


Cold Water Storage Tanks (Domestic)

Cold Water Storage Tanks: CWST 2



| | |
|---|---------------------------------------|
| Location of access: | External access to Boiler Room |
| Type and size of access: | Standard door |
| State what the unit supplies: | CWST 1 |
| Make up temperature: | 16°C |
| Storage temperature: | 17°C |
| Dimensions and capacity: | 0.9 x 0.7 x 0.8m @ Approx. 450 litres |
| Material of construction: | Moulded Fibreglass |
| Is a tight fitting lid fitted: (Note any holes and condition) | Yes |
| Is the lid vented: | Yes |
| Material of lid: | Fibreglass |
| Type of level control: | Ballvalve |
| Overflow size and construction: | Plastic |
| Warning pipe size and construction: (For units >1000 litres) | N/A |
| Rodent Screens fitted: | No |
| Inlets and outlets opposed? (For units >1000 litres) | Yes |

| | |
|---|---------------|
| | |
| Number of outlets: Material and size: | 1 - Link pipe |
| | |
| Linked to any other Tanks: | Yes – CWST 1 |
| | |
| Are sufficient valves fitted: | Not known |
| | |
| Supply pipework size and material: | 22mm – Copper |
| | |
| Drain size and location: | No drain |
| | |
| Corrosion levels: | None |
| | |
| Sediment levels: | Moderate |
|  | |
| Stagnation present: | No |
| | |
| Biofilm present: | No |
| | |
| Unit accessible/headroom: | Poor |
| | |
| Sufficient insulation present on tank and pipework: | Yes |
| | |
| Nearest drain: | 7m (Outside) |
| | |
| Nearest power: | 5m |
| | |
| Does the HWS system expansion pipe expand away from the tank: | Yes |
| | |
| Is the unit labelled: | Yes |
| | |
| Does the unit comply? (Water Supply (water fittings) Regulations 1999) | No |

| Distribution Systems | |
|---|------------|
| General Throughout The Site | |
| Are all CWS outlets <20°C within 2 mins? (Tanked) | Yes |
| Are all MCW outlets <20°C within 2 mins? | Yes |
| Are all HWS outlets >50°C within 1 minute? (Unblended only) | No |
| Are all outlets clean? | Yes |
| Are there low use areas? | None noted |
| Are there any dead legs? > 350 mm | None noted |
| Are the showers well used? | N/A |
| Are shower heads clean? | N/A |
| Are TMV blended pipework distances <2 meters? | No |
|  | |
| Do the TMVs record temperatures of 41°C? | Yes |
| Are TMVs included in the PPM Programme? | Yes |
| Are all materials WRC approved? | Yes |

Distribution Systems Data

| Location | Outlet ID | HWS °C | TCWS °C | MCW °C | TMV No | TMV Make | Water Heaters | Outlets Scaled? | Low Use / Deadleg | Comments (to inc. Drinking Water + Scald Labels) |
|-----------------------------|-----------|--------|---------|--------|--------|----------|---------------|-----------------|-------------------|--|
| <u>Main Building</u> | | | | | | | | | | |
| Girls Toilets | 3 x WC | | | | | | | | | |
| | 2 x WHB | NK/40 | | | 1 | Not seen | WH 5 | | | Hot only |
| Boys Toilets | 1 x WC | | | | | | | | | |
| | 1 x U | | | | | | | | | |
| | 2 x WHB | NK/40 | | | 4 | Not seen | WH 6 | | | Hot only |
| Staff Toilet | 1 x WC | | | | | | | | | |
| | 1 x WHB | 56/40 | 15 | | 3 | | WH4 | | | Excessive blended pipework |
| Staff Room | 1 x Sink | 58 | | 15 | | | | | | Excessive blended pipework |
| | 1 x DWB | | | | | | | | | |
| Cleaners Cupboard | 1 x Sink | 65 | | 17 | | | CWH 1 | | | |
| Kitchen | 1 x Sink | 60 | | 17 | | | | | | |
| | 1 x DW | | | | | | | | | |
| | 1 x WHB | 60 | 17 | | | | | | | |
| Classroom 5/6 | 1 x Sink | | 17 | | | | | | | 2 cold taps only |
| Classroom 3 | 1 x Sink | | 17 | | | | | | | 2 cold taps only |
| <u>Demountables</u> | | | | | | | | | | |
| Class 1 Toilets | 2 x WC | | | | | | | | | |
| | 2 x WHB | 68/43 | | 16 | 2 | | From WH 3 | | | Excessive blended pipework |
| Classroom 1 | 1 x Sink | 42 | | 16 | | | WH 7 | | | |
| Disabled Toilet | 1 x WC | | | | | | | | | |
| | 1 x WHB | 17/17 | | 16 | 2 | Reliance | WH 2 | | | Excessive blended pipework – Unit offline |
| Toilet | 2 x WHB | | | | 5 | Reliance | WH 3 | | | Hot only |
| | 2 x WC | | | | | | | | | |
| External | 1 x Tap | | | | | | | | | |
| Class | 3 x WC | | | | | | | | | |
| | 3 x WHB | 66/40 | | | 6 | Reliance | WH8 | | | |
| Classroom 2 | 1 x Sink | 66/41 | | | 7 | Reliance | From WH3 | | | |

| Outlet Totals: | |
|----------------|----|
| Sinks + WHB | 21 |
| TMVs | 7 |
| Showers | 0 |
| CWST | 2 |
| Cals | 1 |
| Water Heaters | 8 |

9.0 Schematic Plan

10.0 Legionnaires Disease History and Information

Legionnaires' disease was first identified following a large outbreak of pneumonia among people who attended an American Legion Convention in Philadelphia in 1976. A previously unrecognised bacterium was isolated from lung tissue samples which were subsequently named *Legionella pneumophila*.

Legionnaires' disease is a potentially fatal form of pneumonia which can affect anybody, but which principally affects those who are susceptible because of age, illness, immunosuppression, smoking etc. It is caused by the bacterium *Legionella pneumophila* and related bacteria. *Legionella* bacteria can also cause less serious illnesses which are not fatal or permanently debilitating. The collective term used to cover the group of diseases caused by *Legionella* bacteria is Legionellosis.

It is normally contracted by inhaling *Legionella* bacteria, either in tiny droplets of water (aerosols), or in droplet nuclei (the particles left after the water has evaporated) contaminated with *Legionella*, deep into the lungs. There is evidence that the disease may also be contracted by inhaling *Legionella* bacteria following ingestion of contaminated water by susceptible individuals. Person-to-person spread of the disease has not been documented. Initial symptoms of Legionnaires' disease include high fever, chills, headache and muscle pain. Patients may develop a dry cough and most suffer difficulty with breathing. About one third of patients infected also develop diarrhoea or vomiting and about half become confused or delirious. Legionnaires' disease can be treated effectively with appropriate antibiotics.

The incubation period is between 2-10 days (usually 3-6 days). Not everyone exposed will develop symptoms of the disease and those that do not develop the 'full blown' disease may only present with a mild flu-like infection.

Infection with *Legionella* bacteria can be fatal in approximately 12% of reported cases. This rate can be higher in a more susceptible population; for example, immunosuppressed patients, or those with other underlying-disease. Certain groups of people are known to be at higher risk of contracting Legionnaires' disease; for example, men appear more susceptible than women, as do those over 45 years of age, smokers, alcoholics, diabetics and those with cancer or chronic respiratory or kidney disease.

The disease is usually diagnosed by a combination of tests. The organism may be cultured from the patient's sputum, bronchial washings or lung tissue. Alternatively, tests are used to measure the presence of antibodies in the blood and, increasingly, tests are available to measure specific antigens in the patient's urine.

L. pneumophila is also responsible for a short feverish form of the illness without pneumonia, known as Pontiac fever. Its incubation period is typically between 2-3 days. Another species of *Legionella*, *L. micdadei*, is responsible for a similar form of the illness without pneumonia called Lochgoilhead fever after an outbreak in Lochgoilhead, Scotland. The incubation period can be up to 9 days. A high percentage of those exposed to this agent tend to be affected. However, there have been no recorded deaths associated with either Pontiac or Lochgoilhead fevers.

To date, approximately 40 species of the *Legionella* bacterium have been identified. *L. pneumophila* causes about 90% of cases. Sixteen different serogroups of *L. pneumophila* have been described; however, *L. pneumophila* serogroup 1 is most commonly associated with cases of Legionnaires' disease in the UK.

L. pneumophila serogroup 1 can be further sub-divided to distinguish between strains most commonly associated with Legionnaires' disease. Additionally, 'genetic fingerprinting' methods such as Restriction Fragment Length Polymorphism (RFLP) and Amplified Fragment Length Polymorphism (AFLP) can be valuable tools in the investigation of outbreaks. Such methods of typing can sometimes provide a means of linking the organisms isolated from patients to the sources of cases of outbreaks.

Cases of Legionnaires' disease have occurred among staff in the workplace (factories, offices, shops and hospitals); visitors (delivery drivers) and members of the public (patients, hotel guests or passers-by).

Natural History of the Legionella Bacterium

Legionella bacteria are common and can be found naturally in environmental water sources such as rivers, lakes and reservoirs, usually in low numbers. Legionella bacteria can survive under a wide variety of environmental conditions and have been found in water at temperatures between 6°C and 60°C. Water temperatures in the range 20°C to 45°C seem to favour growth. The organisms do not appear to multiply below 20°C and will not survive above 60°C. They may, however remain dormant in cool water and multiply only when water temperatures reach a suitable level. Temperatures may also influence virulence; Legionella bacteria held at 37°C have greater virulence than the same Legionella bacteria kept at a temperature below 25°C.

Legionella bacteria also require a supply of nutrients to multiply. Sources can include, for example, commonly encountered organisms within the water system itself such as algae, amoebae and other bacteria. The presence of sediment, sludge, scale and other material within the system, together with biofilms, are also thought to play an important role in harbouring and providing favourable conditions in which the Legionella bacteria may grow.

A biofilm is a thin layer of micro-organisms which may form a slime on the surfaces in contact with water. Such biofilms, sludge and scale can protect Legionella bacteria from temperatures and concentrations of biocide that would otherwise kill or inhibit these organisms if they were freely suspended in the water.

As Legionella bacteria are commonly encountered in environmental sources they may eventually colonise manufactured water systems and can be found in cooling tower systems, hot and cold water systems and other plant which use or store water. To reduce the possibility of creating conditions in which the risk from exposure to Legionella bacteria is increased, it is important to control the risk by introducing measures which:

- (a) Do not allow proliferation of the organisms in the water system; and
- (b) Reduce, so far as is reasonably practicable, exposure to water droplets and aerosol.

11.0 Control of Legionellosis – Legislation (ACoP L8)

Duties under the HSWA extend to risks from Legionella bacteria which may arise from work activities. The MHSWR (Management of Health and Safety at Work Regulations) provide a broad framework for controlling health and safety at work. As well as requiring risk assessments, they also require employers to have access to competent help in applying the provisions of health and safety law; to establish procedures to be followed by any worker if situations presenting serious and imminent danger were to arise; and for co-operation and co-ordination where two or more employers or self-employed persons share a workplace.

Only the courts can give an authoritative interpretation of law in considering the application of the ACoP L8 to people working under another's direction, the following should be considered: if people working under the control and direction of others are treated as self-employed for tax and national insurance purposes they may nevertheless be treated as their employees for health and safety purposes. It may therefore be necessary to take appropriate action to protect them. If any doubt exists about who is responsible for the health and safety of a worker this could be clarified and included in the terms of a contract. However, it should be remembered that a legal duty under section 3 of HSWA (Health and Safety at Work Act) cannot be passed on by means of a contract and there will still be duties towards others under section 3 of HSWA. If such workers are employed on the basis that they are responsible for their own health and safety, legal advice should be sought before doing so.

ACOP

More specifically the COSHH Regulations provide a framework of actions designed to control the risk from a range of hazardous substances including biological agents. The essential elements of COSHH are:

- (a) Risk Assessment;
- (b) Prevention of exposure or substitution with a less hazardous substance if this is possible, or substitution of a process or method with a less hazardous one;
- (c) Control of exposure where prevention or substitution is not reasonably practicable;
- (d) Maintenance, examination and testing of control measures, e.g. automatic dosing equipment for delivery of biocides and other treatment chemicals;
- (e) Provision of information, instruction and training for employees; and
- (f) Health surveillance of employees (where appropriate, and if there are valid techniques for detecting indications of disease) where exposure may result in an identifiable disease or adverse health effect.

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) require employers and others, e.g. the person who has control of work premises, to report to HSE, accidents and some diseases that arise out of or in connection with work. Cases of Legionellosis are reportable under RIDDOR if a doctor notifies the employer and if the employee's current job involves work on or near cooling systems that use water or hot water service systems in the workplace.

Those who have, to any extent, control of premises, have a duty under the Notification of Cooling Towers and Evaporative Condensers Regulations 1992 to notify the local authority in writing with details of 'notifiable devices'. These consist of cooling towers and evaporative condensers, except when they contain water that is not exposed to the air and the water and electricity supply are not connected. Although the requirement is to notify the local authority, the Regulations are enforced by the relevant authority for the premises concerned. If a tower becomes redundant and is decommissioned or dismantled, this should also be notified. The main purpose of these Regulations is to help in the investigation of outbreaks.

The Safety Representatives and Safety Committees Regulations 1977 and the Health and Safety (Consultation with Employees) Regulations 1996 require employers to consult trade union safety representatives, other employee representatives, or employees where there are no representatives, about health and safety matters. This includes changes to the work that may affect their health and safety at work, arrangements for getting competent help, information on the risks and controls, and the planning of health and safety training.

The above sections 10 and 11 are extracts from:



Legionnaire's Disease
The Control of Legionella Bacteria in Water Systems
APPROVED CODE OF PRACTICE AND GUIDANCE L8



IOC168

PARTICULAR SPECIFICATION

**REVIEW OF WATER SYSTEM RISK ASSESSMENTS
2016 – 2020**

**Prepared by:
Shropshire Council
Strategic Asset Management Team
October 2015**

PARTICULAR SPECIFICATION

REVIEW OF WATER SYSTEM RISK ASSESSMENTS

CONTENTS

| | | |
|-----|----------------------------------|---------|
| 1.0 | General Conditions | Page 3 |
| 2.0 | Scope of Specification | Page 7 |
| 3.0 | General Requirements | Page 8 |
| 4.0 | Risk Assessment Review Procedure | Page 10 |
| 5.0 | Appendices | Page 12 |

PARTICULAR SPECIFICATION REVIEW OF WATER SYSTEM RISK ASSESSMENTS

1.0 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The work consists of carrying out a review of the existing water system Risk Assessments, to identify and assess the risk of legionella infection to the Client's employees, contractors and visitors arising from the manner in which the water systems, over which the Client has day to day control, are operated, managed and designed. Upon completion of the review the Contractor shall update and amend the existing Risk Assessment to produce the new water system Risk Assessment – paper and electronic copies shall be provided to the Client.

The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period.

There are approximately 360 sites that require biennial reviews of the water system risk assessment. Each site shall be reviewed twice during the duration of the contract.

There is no opportunity for additional works arising from the review of the Risk Assessments; the completion of remedial works and repairs to the water systems are not included within this contract.

The fixed price contract will be for a period of up to 4 years commencing on 1st April 2016.

1.2 DURATION OF CONTRACT

Competitive fixed price tenders are being invited for the period 1st April 2016 – 31st March 2020. This is a 4 year contract, subject to satisfactory performance.

1.3 IMPORTANT NOTES

- Contractors shall be responsible for visiting the site(s) to take all their own measurements, site surveys, necessary particulars and should make arrangements with the establishment for gaining access to the relevant areas.
- The Contractor shall familiarise himself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.
- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of Shropshire Council.
- The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site on all occasions.
- Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to read and sign the on site Asbestos Register prior to the commencement of any work.

- The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.
- This project is being undertaken on active Shropshire Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager about any schedule and limitations is imperative.

1.4 IDENTITY PASSES

All employees and persons servicing the Contractor shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of Shropshire Council. The passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Supervising Officer, at any time while the operative is on site.

1.5 GENERAL HEALTH AND SAFETY

The site shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on site.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

1.6 LEGISLATION

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

- Fire Precautions Act
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations
- Electricity at Work Regulations
- Construction (Head Protection) Regulations
- Environmental Protection Act
- The Control of pollution Act
- Manual Handling Operations Regulations
- Workplace (Health Safety and Welfare) Regulations
- Personal Protective Equipment at Work Regulations
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations (RIDDOR)
- Confined Space Regulations
- Lifting Operations & Lifting Equipment Regulations
- Provision & Use of Work Equipment Regulations
- Management of Health & Safety at Work Regulations
- The Fire Precautions (Workplace) (Amendment) Regulations
- Control of Substances Hazardous to Health Regulations (COSHH)

Control of Noise at Work Regulations
Working at Height Regulations
The Control of Asbestos at Work Regulations
Construction and Design Management Regulations

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

1.7 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and submit two copies with the completed tender documents.

General Principle of Risk Assessment

The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work.

1.8 METHOD STATEMENT

Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable 'the sequence and method of work'.

The Council will always require a method statement for the following types of work:-

- a) demolition
- b) steel erection
- c) entry into confined spaces
- d) handling and removal of asbestos
- e) use of explosives (including cartridge tools)
- f) roof works and other overhead work
- g) contaminated sites or buildings
- h) other high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

1.9 INFORMATION TO BE SUBMITTED WITH THE TENDER

The Contractor's tender should include the following information as directed by the Tender Response Document:-

- a generic risk assessment for tasks to be completed
- a method statement for the work to be undertaken
- address details of the office used as the base
- photocopies of Insurance Certificates
- copies of accounts
- Health & safety Policy Statement
- CHAS certificate

- membership or registration details of relevant professional & trade organisations e.g. CHAS, LCA, WMS
- Equal Opportunities Policy
- a sample of a Water Risk Assessment Report for a school premises
- a sample of a Schematic Drawing of a school premises water system
- a sample of a Water Risk Assessment Report for a public sector office premises
- experience details for each member of staff, including sub-contractors, involved in the contract
- details of enhanced DBS certificates
- LCA certificate
- ISO 9001 and ISO 14001 certificates

1.10 DISCLOSURE AND BARRING SERVICE (DBS)

The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks. DBS Eligibility criteria is strictly regulated by the law and DBS Checks can only be obtained for certain roles. Enhanced disclosures or DBS checks are required for all employees who may undertake surveying duties at school sites as part of this contract.

2.0 SCOPE OF SPECIFICATION

This part of the specification provides the basis for a review of the water system Risk Assessments contract between the Client and the Contractor.

The scope of the specification includes the identification and assessment of risks to people due to the quality of water and the manner in which it is used. Those risks may include, but are not limited to legionella and other pathogens as well as the consequential risks arising from control measures.

The objective of the contract is for the Contractor to review the existing water system Risk Assessments providing an assessment of the risks arising from water systems so that the Client may manage and minimise those risks. The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period.

This specification includes the identification of ALL "at risk" systems by visual inspection followed by detailed assessment of selected risks and/or systems.

The water system Risk Assessment is intended to demonstrate compliance with:

1. **HSE Approved Code of Practice L8 (rev)** The control of legionella bacteria in water systems
2. **BS 8558:2011** Guide to the design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages
3. **The Control of Substances Hazardous to Health Regulations 1999**
4. **The Water Supply (Water Fittings) Regulations 1999**, Statutory Instrument
5. **The Health and Safety at Work etc. Act 1974**
6. **The Workplace (Health, Safety and Welfare) Regulations 1992**
7. **BS 8580:2010 Water quality – Risk assessments for Legionella control**

This specification does not include assessment of the specific risks posed by mechanical failure of pressure systems such as unvented hot water systems.

'Client' refers to Shropshire Council's Strategic Asset Manager.

'Contractor' refers to the company or organisation contracted to provide the services specified.

'Assessor' refers to the person(s), employed by the company or organisation, carrying out the review of the water system Risk Assessments.

'ACOP' refers to the Approved Code of Practice L8 (rev) The control of legionella bacteria in water systems.

The specification must be read in conjunction with, and may be modified by, other documents comprising the full tender documentation.

Unless otherwise specified the work shall comprise all labour, transport and materials necessary to complete the Risk Assessment. This includes the provision of all access equipment and labour to gain access to major items of plant. The completion of remedial works and repairs to the water systems are not included with this contract.

3.0 GENERAL REQUIREMENTS

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence. The Contractor should make copies of the policies available for approval.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Client's Health & Safety Policy. Failure to do so may result in immediate expulsion of Contractor personnel from the site.

All hazardous or inflammable materials brought onto site must be notified to the Client in compliance with the *Control of Substances Hazardous to Health Regulations*. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the *Health and Safety at Work etc. Act 1974*.

All work and procedures shall be undertaken with due care to avoid damage to the contents and fabric of the building.

The Client has included in the tender documents a schedule giving details of locations and floor areas.

The Contractor shall advise the headteacher of school sites that surveyors will be taking photographs of the water systems and plant as necessary, for inclusion with the Risk Assessment report.

All work referred to in this Specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Client in overtime payments to their own or the Contractor's staff.

The Contractor is expected to exercise politeness, confidentiality and discretion during the course of the survey. Results of the Risk Assessment review may only be divulged to the Client's representative and other persons nominated by the Client.

3.1 ACCESS

The Contractor shall make access arrangements at least 48 hours in advance with the headteacher or premises manager of each property, giving notification that access to the full area of the property is required and that all the hot water heaters must be switched on prior to and during the assessment. It is the Contractor's responsibility to supply all access equipment, including ladders and mobile units required to gain access to all tanks and plant by arrangement with the Property.

3.2 ADDITIONS/DELETIONS OF PROPERTIES

The Client may, during the period of the contract, wish to add or delete properties from the schedule of assessments. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Client. The floor area given may also alter due to building or demolitions.

3.3 COSTS

The cost of reviewing the existing and also providing any new water Risk Assessments shall be on a cost per property per Risk Assessment basis and will be fixed for the Contract period. Each property shall be reviewed biennially.

3.4 DELEGATION

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless he has obtained the written permission of the Client.

Where permitted delegation shall only be to another contractor on the Client's approved list and may only be on a short term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

3.5 PAYMENT

Payment of invoices will be made in arrears following the submission of the water Risk Assessments. Invoices must clearly state the relevant property name, number and amount.

3.6 TRANSPORT

The contract shall be deemed to include all transport costs for work persons performing work within the contract.

3.7 RECALLS

Return visits within 28 days necessitated in the judgement of the Contract Administrator by earlier assessment works shall be at the Contractor's expense.

3.8 HAZARDOUS SITUATIONS

Should a hazardous situation to the buildings' occupants become apparent, the appropriate service should be isolated and the situation drawn immediately to the Contract Administrator's attention by telephone on 01743 281036.

3.9 LIABILITY FOR ACCIDENTS & DAMAGE

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence, but the liability of the Contractor in respect of such damage shall be limited to a maximum of five million pounds in any one event.

4.0 RISK ASSESSMENT REVIEW PROCEDURE

The review of the water services Risk Assessment shall be carried out according to the provisions of the ACOP and BS 8580:2010. The Contractor shall use data gathered during site visits to identify, assess and report on the risks associated with the site water systems to enable the Client to discharge his duties under the ACOP and the Health and Safety at Work etc. Act 1974.

The Client will provide the Contractor with the existing water services Risk Assessments in electronic format. The Contractor shall read the existing Risk Assessments thoroughly to gain a full understanding of the water services at the property. At the same time, details of remedial works undertaken to the water systems, since the last Risk Assessments were produced, shall be considered and incorporated into the new Risk Assessment.

The Contractor shall evaluate and comment upon the sufficiency and completeness of records required by the ACOP, including the following documents held at each site:-

- The Graham Environmental Services water services logbook
- The existing IWS water systems Risk Assessment report
- The existing Remedial Action sheets held in the Graham Environmental Services water services logbook

The Contractor shall carry out a comprehensive visual inspection of the site and water related systems. A summary listing of the systems found and inspected shall be provided in the formal written report. Particular attention shall be paid to the following:-

- Confirmation of assets present
- Confirmation of remedial works
- Changes to asset details
- Temperature measurements
- The accuracy of the schematic drawing
- Changes to the property Risk Classification
- Recommendations for remedial actions

The Contractor will identify and consider all water related systems which could potentially create a risk to health.

The Contractor shall comment on aspects of the system design and installation which affect the legionellosis and health risk with reference to the ACOP and BS 8558:2011. This is to include general layout of pipework and components, quality of installation, storage, segregation, backflow prevention devices, labelling of outlets, avoidance of dead legs & dead ends etc.

The Contractor shall comment on the use of materials which affect the legionellosis and health risk. In particular the Contractor shall highlight the use of non-approved materials in domestic and drinking water systems.

The Contractor shall comment on all aspects of the water systems insofar as they affect the legionellosis and health risk with reference to the ACOP & BS8580:2010. This should include routine operation, controls, maintenance, cleaning, water treatment and periodic disinfection as well as provisions for extended plant shutdown and restart.

The Contractor shall investigate and comment on all aspects of water usage insofar as they affect the legionellosis and health risk. This should include the relationship between stored volumes of water and usage patterns, frequency of use of outlets, effective dead legs & dead ends etc.

Temperature measurement shall be carried out on cold water supply, cold water storage and hot & cold water service systems throughout the site to assess water flow patterns throughout the building and, where no other water hygiene regime exists, compliance with the ACOP. All relevant parameter measurement points shall be marked on schematic drawings. All measurements shall be carried out using instruments and sensors with UKAS certified calibration.

Upon completion of the review the Contractor shall update and amend the existing Risk Assessment to produce the new Risk Assessment that shall contain the following:

- ✓ A header page dated and signed by the Assessor.
- ✓ A brief description of the site, its activities and structure.
- ✓ A summary sheet listing all systems found and inspected for legionellosis risk. To include the numerical assessment of the risks associated with each system, using a two factor 'likelihood' and 'severity' rating system, summated to determine the Total Risk Rating and the Property Risk Classification.
- ✓ The results of all inspections, temperature measurements and other tests undertaken including the time and date of measurements or sampling.
- ✓ Survey Sheets as below:
 - Cold water storage tank survey – domestic
 - Cold water storage tank survey – non domestic
 - Calorifier survey
 - Electric water heater survey
 - Domestic water services temperature survey (incorporating showers and TMV's)
 - Ducted air handling units (incorporating humidifiers)
 - Spa bath / Hydrotherapy Pool survey
 - Drinking water survey
 - Incoming mains cold water survey
- ✓ Photographs to highlight specific points.
- ✓ Photographs of the plant on the Survey Sheets.
- ✓ A table of outlet and plant totals
- ✓ Schematic drawings of the water systems.
- ✓ A general evaluation of management procedures and compliance with the ACOP.
- ✓ A specific evaluation of the existing written scheme for minimising the risk of legionellosis including recommendations for additional provisions.
- ✓ A prioritised list of faults found and detailed recommended remedial works.

One paper copy of the Risk Assessment report shall reach the Client within one calendar month of the conclusion of the survey. An electronic version of the report shall also reach the Client within one calendar month of the conclusion of the survey; the format shall be Microsoft Word document (*.DOC), AutoCad 2010 (*.DWG) and .pdf submitted on disk.

The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period. The format, layout and level of detail of the new Risk Assessment shall be as described above and as the example provided.

An example of an existing water system Risk Assessment and schematic drawing is provided as an appendix.

5.0 APPENDICES

- Example Risk Assessment and schematic drawing, showing the format, layout and level of detail required.



Tender Response Document

IOC 168

Review of Water Risk Assessments

Name of TENDERING
ORGANISATION
(please insert)

Integrated Water Services Ltd

Shropshire Council Tender Response Document

Contract Description:

WATER SYSTEMS - MONITORING & INSPECTION

The fixed price contract will be for a period of up to 4 years commencing on 1st April 2016.

The work consists of carrying out a review of the existing Water System Risk Assessments, to identify and assess the risk of legionella infection to the Client's employees, contractors and visitors arising from the manner in which the water systems, over which the Client has day to day control, are operated, managed and designed. Upon completion of the review the Contractor shall update and amend the existing Risk Assessment to produce the new water system Risk Assessment.

The Contractor will also be required to undertake surveys and produce new water system Risk Assessments for any additional properties coming under the Client's control during the Contract period.

There are approximately 360 sites that require biennial reviews of the water system risk assessment. Each site shall be reviewed twice during the duration of the contract.

The completion of remedial works and repairs to the water systems are not included within this contract.

Membership with CHAS (Contractor's Health & Safety Scheme) and LCA (Legionella Control Association) are mandatory requirements for the contractor wishing to undertake this contract.

Enhanced disclosures or (DBS) checks are required for all employees who may undertake surveying duties at school sites as part of this contract.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

| Section | Description | Page |
|--|---|-------------|
| A1 | Form of Tender | 6 |
| A2 | Non-Canvassing Certificate | 7 |
| A3 | Non-Collusive Tendering Certificate | 8 |
| A4 | Declaration of Connection with Officers or Elected Members of the Council | 9 |
| You must sign all 4 certificates in sections A1 to A4 | | |
| B | Applicant Organisation Details | 10 |
| C | Financial & Insurance Information | 12 |
| D | Outstanding Claims & Contract Terminations | 14 |
| E | Health & Safety and Equal Opportunities | 15 |
| F | Contract Experience and References | 21 |
| G | Accreditations and Skills Level | 26 |
| H | Tender Schedule | |

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions (including some mandatory questions) and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full. Any tenderer failing a mandatory Pass/Fail requirement will be automatically rejected.

| Section / Question No. | Selection Criteria |
|---|--|
| Section B / Q 1 & 2 | Applicant details – For information only |
| Section C / Q 1 & 2 | Adequate Financial Stability & Insurance – questions 1.1 & 1.2 are mandatory requirements |
| Section D / Q 1 & 2 | Adequate Outstanding Claims & Terminations |
| Section E / Q 1 & 2 | Adequate Health & Safety and Equal Opportunities – questions 1.2 & 1.18 are mandatory requirements |
| Section B / Q 2.4, 2.5 and 2.6, Section C / Q 2.2, Section F / Q1 and 2.1 | Adequate Contract experience and references |
| Section G / Q 1.1 and 2.1 | Accreditations question 1.1 is a mandatory requirement |

Section C Financial viability: Responses will be analysed and maybe evaluated by the Authority's Audit sections and include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section C - Insurance: questions 1.1 and 1.2 are mandatory requirements.

Section D - Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts' serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E - Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded. Questions 1.2 and 1.18 are Mandatory requirements.

Section F - Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Section G - Accreditations and Quality Assurance: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded. Question 1.1 is a mandatory requirement.

Award Criteria – Weighted Marked Questions

Tenders will also be evaluated on the answers provided in this Tender Response Document and marked against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

| Section / Question No. | Award Criteria | Max Marks Available |
|--|--|---|
| Price 60% (600 marks) | | |
| Section H / Q 1 | Price | 60% / 600 max marks |
| Total for price | | 60% / 600 max marks |
| Quality 40% (400 marks) | | |
| Section F / 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 | Quality of Resources and methodology to be used to deliver the required Services | 35% / 350 max marks Weightings for individual questions are shown in Section F |
| Section G / Q2.2 | Quality and Environmental Assurance to be applied to the contract | 5% / 50 max marks |
| Total for quality | | 40% / 400 max marks |

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme, unless indicated otherwise in the question. Each answer will be given a score between 0 and 10 with the following meanings, then the weighting applied to produce the marks:

| Assessment | Score | Interpretation |
|-------------------|-----------|--|
| Excellent | 10 | <i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i> |
| | 9 | |
| Good | 8 | <i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i> |
| | 7 | |
| Acceptable | 6 | <i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i> |
| | 5 | |

| | | |
|---------------------------------|----------|---|
| Minor Reservations | 4 | <i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i> |
| | 3 | |
| Serious Reservations | 2 | <i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i> |
| | 1 | |
| Unacceptable | 0 | <i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i> |

The use of odd numbers indicates an answer's allocated score lies between definitions.

The highest scoring tender for quality criteria overall will receive the maximum mark for Quality being 400 Marks. Lower scoring tenders will receive a % of the maximum mark that represents the difference in their score and the highest score for the quality criteria.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 600. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Price will be evaluated by using the 'total cost' tendered in section H. The 'total cost' is calculated by summing the individual cost of 1 review for all sites. This is not the same as the annual cost as the sites are reviewed biennially.

Section A:

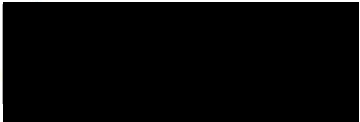

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the Review of Water Risk Assessments

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a contract arrangement for the Review of Water Risk Assessments at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed  Name 

Date1st December 2015.....

Designation Water Hygiene Director

Company Integrated Water Services Ltd

Address Wood End Lane, Fradley

..... Lichfield

..... Post Code WS13 8NF

Tel No 0345 600 6028 Fax No 01543 445717

E-mail address 

Web address www.integrated-water.co.uk

Section A:
2. Non-Canvassing Certificate

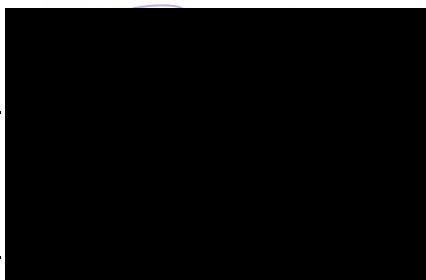
Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) .



Status.....Managing Director.....

Signed (2) .

Status.....Director.....

(For and on behalf of ...Integrated Water Services Ltd...)

Date ...1st December 2015.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

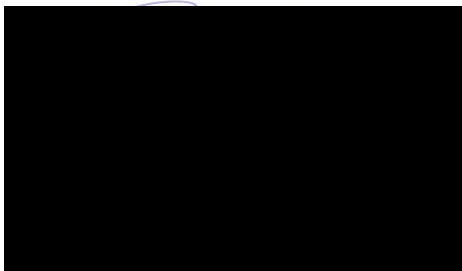
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)



Status.....Managing Director.....

Signed (2)

Status.....Director.....

(For and on behalf ofIntegrated Water Services Ltd.....)

Date1st December 2015.....

Section A:**4. Declaration of Connection with Officers or Elected Members of the Council**

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

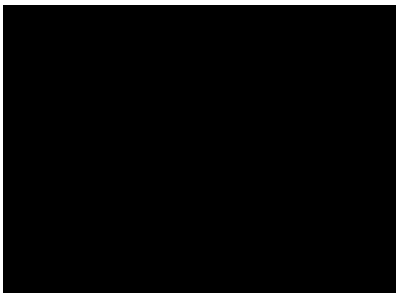
Yes / No

If yes, please give details:

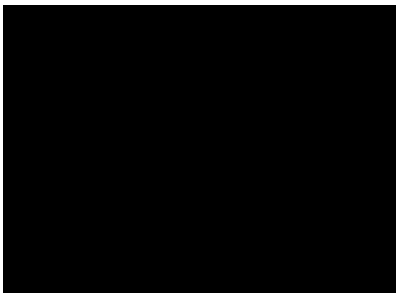
| Name | Relationship |
|------|--------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1) ..  ..

Status.....Managing Director.....

Signed (2) ..  ..

Status.....Director.....

(For and on behalf ofIntegrated Water Services Ltd...)

Date1st December 2015.....

Section B: **Applicant Organisation Details**

| | | |
|-----------|--|---|
| 1. | Applicant Details | |
| 1.1 | Name of contracting Company/Organisation: Integrated Water Services Ltd Address: Wood End Lane Fradley Lichfield Postcode: WS13 8NF Tel: 0345 600 6028 Email: [REDACTED] | |
| 1.2 | Registered name (if different from above): As above Registered Office Address: Green Lane Walsall Postcode: WS2 7PD Company registration number: 5283349 | |
| 1.3 | Details of the individual completing this application and to which we may correspond: Name: [REDACTED] Job title: Area Business Manager Correspondence Address: Wood End Lane Fradley Lichfield Postcode: WS13 8NF Tel: 0345 600 6028 Email: [REDACTED] | |
| 1.4 | Type of Organisation (please <u>tick</u> all those appropriate): | |
| (a) | Sole trader | |
| (b) | Partnership | |
| (c) | Private Limited Company | ✓ |
| (d) | Public Limited Company | |
| (e) | Charity/Social enterprise | |
| (f) | Franchise | |
| (g) | Public Sector Organisation | |

| | | |
|-----|--|-----|
| 1.5 | Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i> | NO |
| | If No, Please confirm you are an enterprise which employs more than 250 people | YES |

| | | |
|-----------|---|-----|
| 2. | Company History/Background | |
| 2.1 | Date Company established: 10th November 2004 | |
| 2.2 | Is the applicant a subsidiary of another company as defined by the Companies Act 1985? | YES |
| 2.3 | If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: SSI Services (UK) Limited Registered Address: Green Lane Walsall West Midlands Postcode: WS2 7PD Registration Number: 3824088 | |
| 2.4 | How many years has your company been in the water services industry? years | |
| 2.5 | Total number of employees: _____ | |
| 2.6 | Total number of employees engaged solely in the provision of Review of Water Risk Assessments? ■ | |

Section C:

Financial & Insurance Information

| | | |
|------------|---|-----------------|
| 1. | Insurance Details | |
| * | <p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p> | |
| 1.1 (a) | Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance. This is a mandatory requirement. | YES/NO |
| (b) | <p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Assicurazioni Generali Spa – UK</p> <p>Date policy taken out 31st March 2015</p> <p>Expiry date of the policy 31st March 2016</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> | |
| 1.2 (a) | Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance. This is a mandatory requirement. | YES |
| (b) | <p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Assicurazioni Generali Spa – UK</p> <p>Date policy taken out 31st March 2015</p> <p>Expiry date of the policy 30th March 2016</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>[REDACTED]</p> | |
| 1.3 | Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals | Enclosed YES |

| 2. | Financial Details | | | | | | | | | | | | | | | | | | | | |
|----------------|--|---------------------|---|---------|--------------------------|-------------|------------------|---------------------|------------------|---------|------------|------------|-----|---------|------------|------------|-----|---------|------------|------------|-----|
| * | <p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p> | | | | | | | | | | | | | | | | | | | | |
| 2.1 | <p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th><th>Accounts Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> </thead> <tbody> <tr> <td>2012/13</td><td>██████████</td><td>██████████</td><td>YES</td></tr> <tr> <td>2013/14</td><td>██████████</td><td>██████████</td><td>YES</td></tr> <tr> <td>2014/15</td><td>██████████</td><td>██████████</td><td>YES</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p> | <u>Company</u> | | | Accounts Enclosed | <u>Year</u> | <u>Turnover</u> | <u>Profit(Loss)</u> | | 2012/13 | ██████████ | ██████████ | YES | 2013/14 | ██████████ | ██████████ | YES | 2014/15 | ██████████ | ██████████ | YES |
| <u>Company</u> | | | Accounts Enclosed | | | | | | | | | | | | | | | | | | |
| <u>Year</u> | <u>Turnover</u> | <u>Profit(Loss)</u> | | | | | | | | | | | | | | | | | | | |
| 2012/13 | ██████████ | ██████████ | YES | | | | | | | | | | | | | | | | | | |
| 2013/14 | ██████████ | ██████████ | YES | | | | | | | | | | | | | | | | | | |
| 2014/15 | ██████████ | ██████████ | YES | | | | | | | | | | | | | | | | | | |
| 2.2 | <p>Please show below your company's turnover in the provision of Review of Water Risk Assessments in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th>Turnover in relation to Review of Water Risk Assessments</th></tr> </thead> <tbody> <tr> <td>2012/13</td><td>██████████</td></tr> <tr> <td>2013/14</td><td>██████████</td></tr> <tr> <td>2014/15</td><td>██████████</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p> | <u>Year</u> | Turnover in relation to Review of Water Risk Assessments | 2012/13 | ██████████ | 2013/14 | ██████████ | 2014/15 | ██████████ | | | | | | | | | | | | |
| <u>Year</u> | Turnover in relation to Review of Water Risk Assessments | | | | | | | | | | | | | | | | | | | | |
| 2012/13 | ██████████ | | | | | | | | | | | | | | | | | | | | |
| 2013/14 | ██████████ | | | | | | | | | | | | | | | | | | | | |
| 2014/15 | ██████████ | | | | | | | | | | | | | | | | | | | | |

Section D:

Outstanding Claims and Contract Terminations

| | | |
|-----------|--|----|
| 1. | Outstanding Claims / County Court Judgements | |
| 1.1 | Do you have any outstanding claims, litigations or judgements against your organisation? | NO |
| 1.2 | If YES to 1.1 please provide further details. N/A | |

| | | |
|-----------|---|--|
| 2. | Contract Terminations/Deductions | |
| 2.1 | Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. None | |
| 2.2 | Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. None | |

Section E: **Health & Safety and Equal Opportunities**

| | | |
|-----------|--|-----|
| 1. | Health & Safety at Work | |
| * | <p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i> <i>Looking after your Business: http://www.hse.gov.uk/business/</i> <i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p> | |
| 1.1 | <p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p> | YES |
| 1.2 | <p>Do you currently have CHAS Accreditation, an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR an equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation.</p> <p>This is Mandatory Requirement.</p> | YES |
| 1.3 | <p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS Reference No: N/A Date accreditation expires or is to be renewed: 4 May 2016</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p> | |
| | | |

| | | |
|-----|--|-----|
| 1.3 | <p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: SAFEcontractor Reference No: [REDACTED] Date accreditation expires or is to be renewed: 4 May 2016</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p> | |
| 1.4 | Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation? | NO |
| 1.5 | <p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p>N/A</p> | |
| 1.6 | Do you routinely carry out work Risk Assessments? | YES |
| 1.7 | <p>If YES to 1.6 please state which tasks have been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> | |

[illegible]

[illegible]

[illegible]

| | |
|---------------------------------------|---|
| | [REDACTED] |
| 1.18 | <p>Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) requirements? If so, please provide evidence.</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] |
| This is Mandatory Requirement. | |

| 2. | Equal Opportunities |
|------------|--|
| <p>*</p> | <p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p> |
| <p>2.1</p> | <p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2010 <p>See appendix E2.1 Equal opportunities policy</p> |
| <p>2.2</p> | <p>As a consultant providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Promote equality of opportunity between disable persons and other persons • Eliminate unlawful harassment and discrimination • Promote positive attitudes towards all people • Encourage participation by disabled people • Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). • Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities • To promote good race relations |

[illegible]

| | | |
|--|---|----------------------------------|
| <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div> | | |
| <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> | | |
| <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> | | |
| <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 60%;"></div> | | |
| <div style="background-color: black; height: 15px; width: 50%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> | | |
| 2.3 | In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court? | NO |
| 2.4 | If YES to 2.3, please give details. N/A | |
| 2.5 | In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission on grounds of alleged unlawful discrimination? | NO |
| 2.6 | If YES to 2.5, please give details. N/A | |
| 2.7 | <p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> | <p>YES</p> <p>YES</p> <p>YES</p> |

[illegible]

[illegible]

Section F: Contract Experience and References

| | | | | | |
|-----------|---|--|--|--|-----------------------------------|
| 1. | Contract Experience and References | | | | |
| 1.1 | Please list below up to a maximum of 10 similar Review of Water Risk Assessments contracts undertaken by your company in the past 3 years or currently being handled. Current contracts for Local Government Buildings e.g. schools, libraries, fire stations, public sector offices will be of particular relevance. | | | | |
| | Name of Organisation/Company | Contact Name & Address | Value of Contract (£) | Nature of work undertaken | Contract Dates (From – To) |
| 1 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] |
| 2 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] | [REDACTED] [REDACTED] |
| 3 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] |

| | | | | | |
|---|------------|--|--------------------------|--|--|
| | | [REDACTED] [REDACTED] | | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | |
| 4 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED]g |
| 5 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] |
| 6 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] |
| 7 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
| 8 | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | [REDACTED] [REDACTED] |

| | | | | | |
|----|-------------|--|-----------------------------------|---|-----------------------------------|
| | | | | | |
| 9 | <div></div> | <div><div></div><div></div><div></div><div></div><div></div></div> | <div><div></div><div></div></div> | <div><div></div><div></div><div></div><div></div></div> | <div><div></div><div></div></div> |
| 10 | <div></div> | <div><div></div><div></div><div></div><div></div><div></div></div> | <div><div></div><div></div></div> | <div><div></div><div></div><div></div><div></div></div> | <div><div></div><div></div></div> |

| | |
|-----|--|
| 2. | |
| 2.1 | <p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation along with details of any previous similar public sector contracts and experience in order to illustrate proven competency for reviewing Legionella Water Risk Assessments.</p> <div></div> |
| | |

| | |
|-----|---|
| 2.2 | <p>Please provide details of the individuals who <u>will be involved</u> in undertaking the required Review of Water Risk Assessments, this should include their proposed role, relevant qualifications, experience and training history.</p> <p>This questions is worth 50 marks having a weighting of 5</p> <p>Please tick here if details are attached <input checked="" type="checkbox"/></p> |
| 2.3 | <p>In order to show how you will deliver the required review of Water Risk Assessments to the Council, please provide a real project sample of a typical Water Risk Assessment Report of a school premises, completed by your Company.</p> <p>This question is worth 50 marks having a weighting of 5</p> <p>Please tick here to confirm that sample is attached <input checked="" type="checkbox"/></p> |
| 2.4 | <p>In order to show how you will deliver the required review of Water Risk Assessments to the Council, please provide a real project sample of a schematic drawing of a school premises water system, completed by your Company.</p> <p>This question is worth 50 marks having a weighting of 5</p> <p>Please tick here to confirm that a sample is attached <input checked="" type="checkbox"/></p> |
| 2.5 | <p>In order to show how you will deliver the required review of Water Risk Assessments to the Council, please provide a real project sample of a typical Water Risk Assessment Report of a public sector office premises, completed by your Company.</p> <p>This question is worth 50 marks having a weighting of 5</p> <p>Please tick here to confirm that a sample is attached <input checked="" type="checkbox"/></p> |

| | |
|---|---|
| 2.6 | <p>Have all or some members of your staff who would be used to undertake the required review of Water Risk Assessments been through the DBS (Disclosure and Barring Service) checking process. Enhanced disclosures or (DBS) checks are required for all employees who may undertake monitoring duties at school sites as part of this contract.</p> <p>This question is worth 30 marks having a weighting of 3. (10 will be scored for all employees checked, 6 scored for some checked and 3 scored for none checked).</p> <p>All Yes</p> <p>If yes please enclose details</p> <div><div></div><div></div><div></div></div> |
| <div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div></div> | |

| | |
|---|---|
| <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> | |
| 2.7 | <p>In order to illustrate how you would undertake the required review of Water Risk Assessments for the Council, meeting the required specification, please provide information on your proposed management and delivery methods appropriate to the contract. This should illustrate the methodology you would employ to undertake the services, how you would plan & mobilise the work, how you would liaise with the Council and the relevant premises, how the work would be managed, supervised and administered, the intended number & status of employees to be utilised, and any other relevant information. Your generic Risk Assessment for the tasks to be completed and Method Statement for the work to be undertaken will be appraised as part of this question.</p> <p>This question is worth a maximum of 120 marks having a weighting of 12.</p> |

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

Section G: **Accreditations and Quality Assurance**

| 1. | Accreditations and Quality Assurance | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|--|---------------|------------------------|------------------------------------|------------------------|---------------|------------------------|------------------------|--|--|----------|------|--|--|----------|------------------|--|--|----------|----------------|--|--|----------|--|--|--|--|
| 1.1 | <p>Does your organisation hold membership of the Legionella Control Association LCA. Please enclose copy of relevant certification also.</p> <p>Please tick here if copy of certificate enclosed showing the registration number and services categories <input checked="" type="checkbox"/></p> <p>This is a Mandatory Requirement.</p> | | YES | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | <p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Water Management Society, Constructionline, SafeContractor, HVCA</p> <p>Please state whether the award belongs to the company or an individual.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 35%;">Name of Awarding Organisation/Body</th> <th style="width: 30%;">Level of Accreditation</th> <th style="width: 20%;">Date Achieved</th> <th style="width: 15%;">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td>British Safety Council</td> <td></td> <td></td> <td>31/01/16</td> </tr> <tr> <td>CHAS</td> <td></td> <td></td> <td>04/05/16</td> </tr> <tr> <td>Constructionline</td> <td></td> <td></td> <td>31/10/16</td> </tr> <tr> <td>SAFEcontractor</td> <td></td> <td></td> <td>04/05/16</td> </tr> <tr> <td colspan="4" style="height: 150px;"></td> </tr> </tbody> </table> | | | Name of Awarding Organisation/Body | Level of Accreditation | Date Achieved | Date of Expiry/Renewal | British Safety Council | | | 31/01/16 | CHAS | | | 04/05/16 | Constructionline | | | 31/10/16 | SAFEcontractor | | | 04/05/16 | | | | |
| Name of Awarding Organisation/Body | Level of Accreditation | Date Achieved | Date of Expiry/Renewal | | | | | | | | | | | | | | | | | | | | | | | | |
| British Safety Council | | | 31/01/16 | | | | | | | | | | | | | | | | | | | | | | | | |
| CHAS | | | 04/05/16 | | | | | | | | | | | | | | | | | | | | | | | | |
| Constructionline | | | 31/10/16 | | | | | | | | | | | | | | | | | | | | | | | | |
| SAFEcontractor | | | 04/05/16 | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> | | Enclosed YES | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|-----|--|----------------------------|---|----------------------|--------------------------------|
| 2.2 | <p>Please state any formal Quality Assurance and Environmental Assurance systems, relevant to this contract, which your company operates, i.e. ISO 9001:2015 and ISO 14001:2015 or EU Equivalent.</p> <p>This question is worth a maximum of 50 Marks having a weighting of 5. (ISO systems score 10, in-house or alternative systems score 5).</p> | | | | |
| | Name of Awarding Organisation / Body | Registration Number | Name of Quality Assurance System | Date Achieved | Date of Expiry/ Renewal |
| BSI | ████████ | ISO 9001:2008 | 01/10/14 | 30/09/17 | |
| BSI | ████████ | ISO 14001:2004 | 01/10/14 | 30/09/17 | |
| BSI | ████████ | OHSAS 18001:2007 | 15/09/14 | 14/09/17 | |
| | | | | | |
| | Please provide copies of the certificates you have given above or other proof of the qualifications. | | | | Enclosed YES |

Section H:

Tender Schedule

PLEASE SEE THE SEPARATE SPREADSHEET, WHICH IS TO BE COMPLETED AND RETURNED AS PART OF YOUR TENDER RESPONSE.



personal & commercial info

Integrated Water Services Ltd
Wood End Lane
Fradley
Lichfield
WS13 8NF

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Email sent to: [REDACTED]

Date: 18th January 2016

Dear Bidder

IOC 168: REVIEW OF WATER RISK ASSESSMENTS

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 28th January 2016.

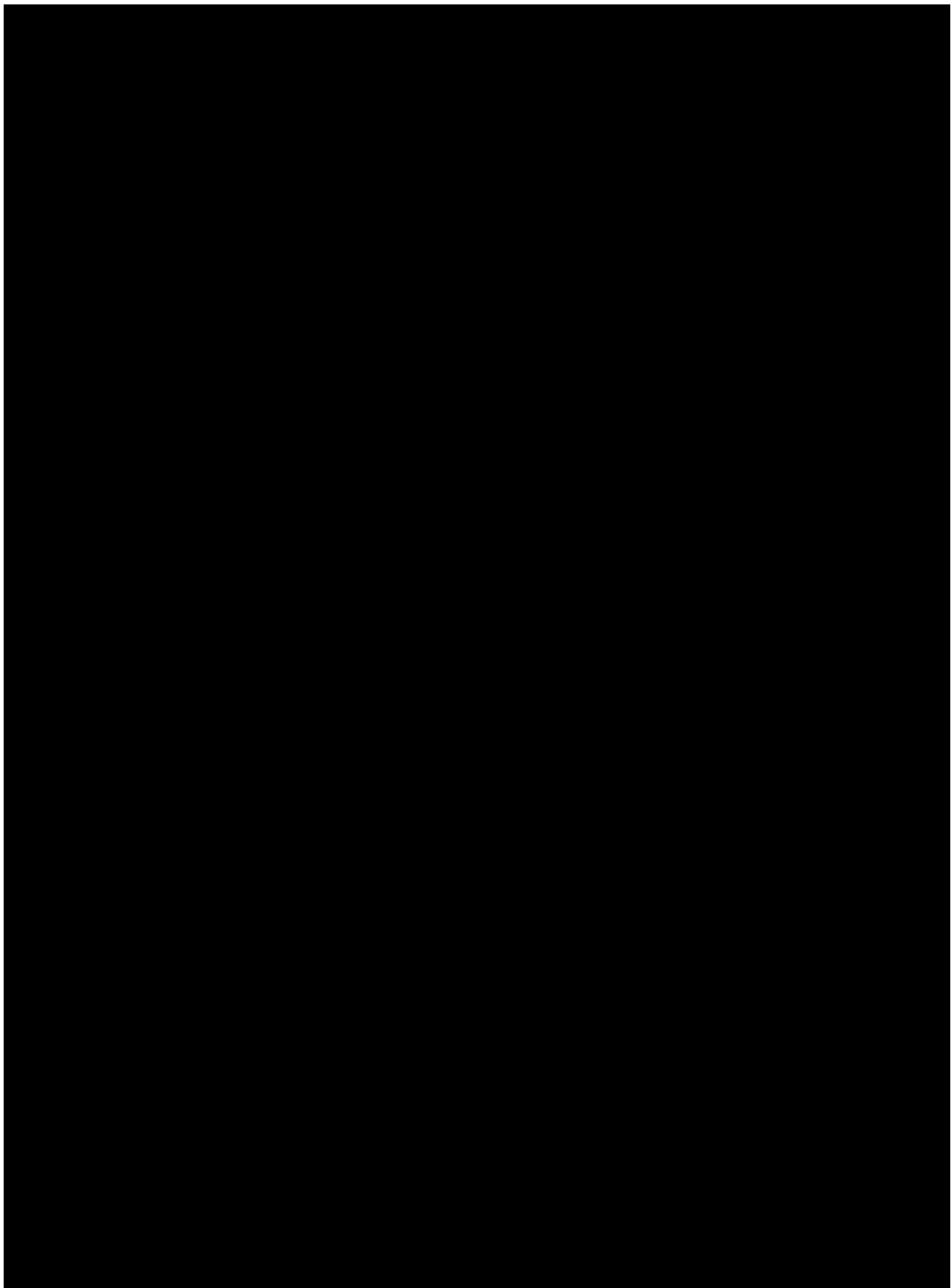
Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

We can confirm that your tender received the following scores and ranking:-

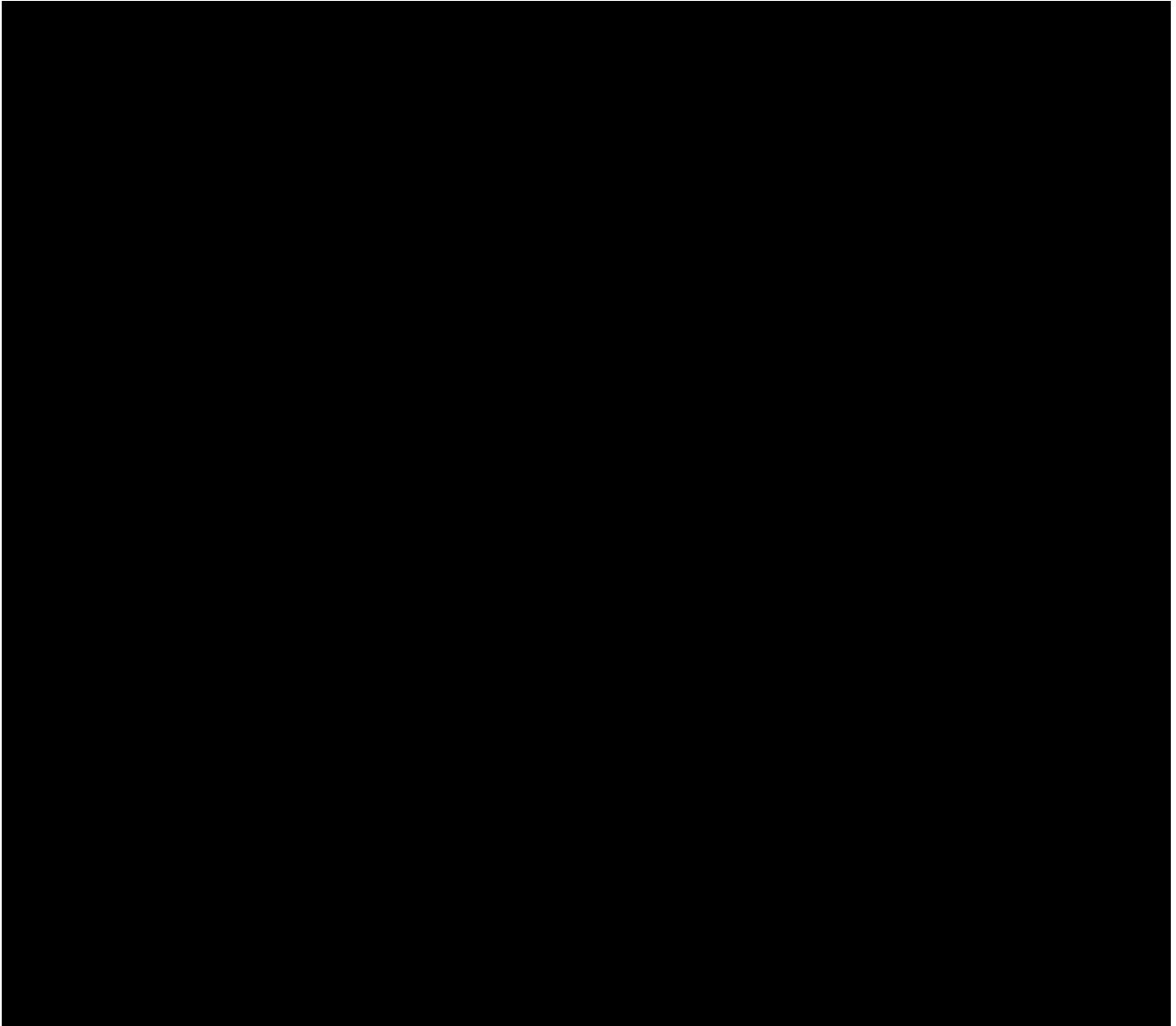
| Criteria | Your Weighted Score | Winning Tenderer's Total Weighted Marks | Your Rank (out of all 18 tenders received) |
|----------|---------------------|---|--|
| Quality | ■ | ■ | ■ |
| Price | ■ | ■ | ■ |
| Overall | ■ | ■ | ■ |

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-

commercial info

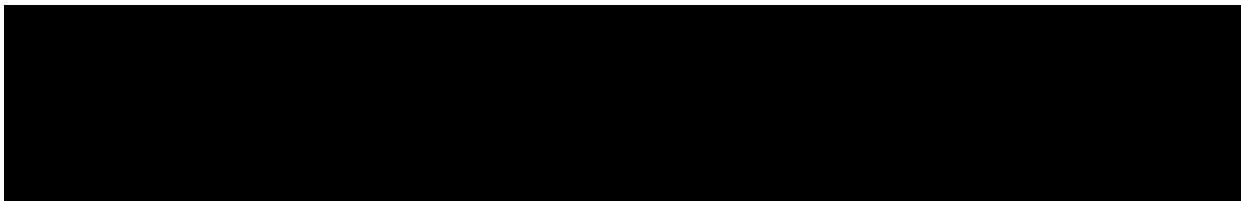


commercial & personal info



We will be in touch with you again at the end of the standstill period.

Yours faithfully



Strategic Asset Manager

Statutory Compliance officer (Asbestos & Legionella)