SERVICE LEVEL AGREEMENT

BETWEEN

DUBLIN CITY COUNCIL

AND

[……]

RELATING TO PROVISION OF

Multi Party Framework Agreement for Minor Repair and Maintenance works to Occupied Units & Properties owned or managed by Dublin City Council Housing Department

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1.THE SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") documents the agreement between Dublin City Council (DCC) ("the Client") and [……] ("the Works Contractor") in relation to the provision of services as part of a Multi Party Framework Agreement for Minor Repair and Maintenance works to Occupied Units & Properties owned or managed by Dublin City Council Housing Department.

The objectives of this SLA are to:

- Provide a guide on the day-to-day operation of the contract
- Establish a detailed common understanding of the works to be delivered by the Works Contractor and the Client's expectations for each aspect of the contract
- Define a system of objective service level monitoring
- Provide a system for appropriate contract management and reporting

This SLA will become effective on the date it is signed by both parties and will continue until the expiry or earlier termination of the Framework Agreement or any contract awarded thereunder.

This agreement may be updated at any time by agreement of the parties. Any amendments or alterations to this SLA must be agreed and signed by both parties.

1.1 SCOPE OF AGREEMENT

This SLA must be read in conjunction with the Invitation to Tender issued by the Client. ('the Invitation to Tender'); and the Tender that will be submitted by the Contractor ('Tender Submission') and the Terms and Conditions. In the event of any conflict between the terms of these documents, precedence will be given to the terms contained in:

(i) The Terms and Conditions of Contract
(ii) The Framework Terms and Conditions
(iii) The Service Level Agreement
(iv) The Task Order
(v) The Invitation to Tender
(vi) The Tender Submission including any supporting clarification or documentation

1.2 NOMINATED REPRESENTATIVES

The following individuals are nominated on behalf of either party as the primary point of contact in relation to all matters arising under the SLA:

THE CLIENT: Dublin City Council			
Name:	Niall Mooney	**Job Title:**	Administrative Officer
Phone:	(01) 087 637 1832	**Email:**	Niall.mooney@dublincity.ie

THE CONTRACTOR: [……]			
Name:		**Job Title:**	
Phone:		**Email:**	
Address:			

1.3 UPDATES TO THIS AGREEMENT

This Agreement will take effect on the date of signing and continue in force throughout the duration of the Framework Agreement or until otherwise terminated by the parties.

This Agreement may be updated at any time by agreement of the parties.

1.4 DATA PROTECTION

Both parties agree to abide at all times by the provisions, obligations and principles of all current Data Protection legislation.

2.SERVICE LEVELS/ WORKS REQUIREMENTS AND RESPONSIBILITIES

2.1 LOCATIONS

Dublin City Council administers the maintenance and refurbishment of the existing residential stock through the following areas:

Lot 1 - Ballymun-Finglas
Lot 2 - Artane-Whitehall
Lot 3 - Donaghmede
Lot 4 - Clontarf
Lot 5 - Cabra-Glasnevin
Lot 6 - North Inner City
Lot 7 - South West Inner City
Lot 8 - South East Inner City
Lot 9 - Ballyfermot-Drimnagh
Lot 10 - Kimmage-Rathmines
Lot 11 - Pembroke
Lot 12 - Citywide

2.2 RESPONSIBILITIES

The Works Contractor must carry out the maintenance and refurbishment works under the terms of the Public Works Term Maintenance and Refurbishment Works Contract and under the direction of the Area Maintenance Officers for the areas listed in 2.1 as and when so directed and in accordance with:

1) the Term Maintenance Contract;

2) the Framework Agreement Terms and Conditions;

3) the terms of this SLA;

4) the Task Order issued;

5) the Invitation to Tender;

6) the Tender submitted by the Contractor

The overall scope of the framework agreement is as set out in the tender documents including preliminaries, specification and drawings for the Local Area Term Maintenance and Refurbishment Works (Volume A) and any appendices to Volume A.

2.3 GENERAL REQUIREMENTS

1. A contractor must be capable of carrying out up to 40 task orders at any time. However Dublin City Council may award a greater of lesser number of tasks to a contractor dependent upon a contractor performing within the scope of this Service Level Agreement, and the Client's evaluation of the contractor's performance and capacity to perform.

2. The Contractor must begin on site within 5 working days of being issued with a task order. If any hazardous material(s) is/are preventing works commencing and need to be removed before repair and/or refurbishment works can commence the contractor must initiate the removal of these materials within 5 working days of the task order being issued.

3. The Area Maintenance Officer will provide a required completion date to the contractor on issuing a task order, and where relevant after having taken into account timelines indicated in the Tenderer's methodology statement submitted by the Contractor at tender stage. The client's completion date must be accepted by the contractor.

4. DCC may from time to time, prioritise works, and the Contractor must action these in the order advised. The contractor must note that works may be allocated individually or in batches.

5. If the contractor is unable to meet the required timeframe for completion of works they must inform the Area Maintenance Officer of this fact and the Area Maintenance Officer may offer the task order to another framework member who confirms their ability to complete the works within the required timeframes.

6. If the contractor accepts a task order but subsequently fails to complete the works within the required timelines, the client (Dublin City Council) will review the allocation of future projects to the contractor.

7. Repair and/or refurbishment works once started must not be postponed or halted unless a valid reason is submitted to the client and consent given by the client.

8. The Contractor must accept a profile of tasks that are representative of the task in the areas which relate to the framework lots in which the contractor has been included. The contractor cannot consistently turn down certain works or works in certain areas or in certain housing types i.e. they must accept tasks assigned to them in any type of housing assigned to them, including houses and flat complexes. The Contractor must similarly accept works in residences of any number of bedrooms. Failure to do so will allow the client to allocate projects to another framework member who confirms their ability to complete the works within the required timeframes.

9. The Contractor must provide a progress report at least every two weeks to DCC's Housing Maintenance Department or more frequently as required by the Area Maintenance Officer.

10. The Client must be notified of any factors which will impede achievement of estimated completion dates.

11. Appointments must be made with tenants prior to call out. Contact must be by phone call and, text SMS if a Mobile Phone number is provided and must also include a knock to the door in order to count as a 'no access' call-out. In the event that a contractor fails to access a site for a scheduled appointment a 'no access', a card must be left through the letter box or under the door, informing the tenant they missed an appointed service/repair callout on behalf of Dublin City Council and contractors contact details must be provided in order to arrange a suitable alternative appointment. A missed appointment must only be recorded if a property has been phone called, text SMS if a Mobile Phone number and knocked to the door and a missed appointment card has been left.

12. Contractors must enact and maintain appropriate measures to provide sufficient guarantees to ensure that the processing of data relating to the contract meets GDPR and data protection requirements. The contractor must not take any photographs in the course of works carried out under the contract which contain any tenants visible or any picture frames on shelves etc. with photos of tenants / people displayed.

13. Any snagging directed by the Area Maintenance Officer at final inspection must completed within 3 working days or, if works are significant, within a timeframe directed by the Area Maintenance Officer

14. Snagging must be completed to the satisfaction of the Area Maintenance Officer at least one week prior to the submission of the completion certificate and invoice to Dublin City Council Quantity Surveyors' Division.

15. The Contractor must facilitate the carrying out of BER Assessments, pre and post works as required. The Contractor must also confirm with the Client if a BER Cert is required. The Contractor must also confirm that BER Assessments have been completed before works are signed off.

16. The Contractor must record and document all fire stopping works and where such works are carried out the contractor must provide the client with all such records on completion of a repair and/or refurbishment.

17. It is envisaged that over the lifetime of this Framework, Dublin City Council will migrate to a new online housing management system which will allow for the integration to third party systems. Dublin City Council will liaise with framework members regarding the introduction of such systems, and will arrange for training in the use of such systems to be provided to framework members. It is a requirement of the contract that the contractor must actively engage in the roll-out and use of any online systems as requested by Dublin City Council. Contractors will be required to maintain regularly updated online records of task progress and task completion by way of text and photo records to be uploaded to any such online system. Contractors must also upload quotations and invoices directly to any online system as required by Dublin City Council.

18. The Contractor must comply with any invoicing requirements Dublin City Council has and must facilitate any changes to invoicing procedures that Dublin City Council makes. In order to facilitate good budgetary management the contractor must submit all invoices within 30 days of completion of works. Invoices will only be processed following receipt of all required & correctly formatted information & documentation post works. All invoices must quote the relevant Dublin City Council Purchase Order number which will be issued to contractors on a task-by-task basis.

19. The Client will notify the contractor of any breaches of this SLA or underperformance. Failure on the part of the contractor to remedy its performance will allow the Client to allocate projects to the next contractor on the Framework.

2.4 HEALTH & SAFETY REQUIREMENTS

1. The Contractor must carry out all the roles of the PSCS in compliance with the Safety, Health and Welfare at Work (Construction Regulations) 2013 and any subsequent additions or amendments. They must also co-operate with Dublin City Council (DCC) as the Client in the following way:
    a. The Contractor as PSCS, will develop the PSDP's preliminary plan for each site and keep a copy on site and available for inspection by DCC.
    b. The Contractor as PSCS, will notify the HSA before construction begins on site and forward a copy to DCC.
    c. The Contractor as PSCS, will ensure that all sub-contractors on site have provided a company safety statement and also a method statement outlining the specific activity they will undertake on site. These will be available on site for inspection by DCC.
    d. The Contractor as PSCS will ensure all sub-contractors are competent to carry out all works they are required to do and that these sub-contractors and their employees have suitable training records available for inspection by DCC.
    e. The Contractor as PSCS will ensure that all employees on a site carry with them a current Safe Pass Card, CSCS cards and any other documentation they are required to have by virtue of the task they are carrying out.
    f. The Contractor as PSCS, will notify the HSA and DCC of all Notifiable Accidents and Dangerous Occurrences.
    g. The Contractor as PSCS, will notify the HSA and DCC of any non-compliance with written directions to designers or contractors that they issue as PSCS.

2. The Contractor as PSCS, will inform DCC immediately of any incident or accident that could have put DCC tenants or any member of the public at undue risk.

3. Any award of contract is conditional on supplying completed PSCS Competence Assessment Questionnaire (CSR21) and Contractor Competence Assessment Questionnaire (CSR23). These forms will be issued to successful applicants at Award Stage.

2.5 APPROVAL PROCESS

No additional works outside of the scope of the Task Order issued to the Contractor will be commenced/undertaken by the Contractor without written instructions from the Client.

3. CONTRACT REVIEW AND PERFORMANCE MANAGEMENT

The Representatives nominated in Section 1.2 above will also represent the parties in the context of reviews. There will be two types of service review:

3.1 SLA REVIEW

Service performance against this SLA will be reviewed at the Client's discretion from commencement date.
The purpose of the review is to monitor:

1. Performance against agreed service levels as set out in Section 2 above.
2. Any significant variations from agreed service expectations and the cause for these
3. Any requirements to amend current works requirements

4.2 PERFORMANCE REVIEW

The agenda for this review will be based upon the service level expectations recorded in this SLA along with any additional performance matters which have arisen in the course of the operation of the Framework Agreement.

The PW-CF11 TMRC Framework Agreement which is included as part of the documentation issued with this tender includes the following provisions for **Performance Review, Termination and Promotion**

- On completion of each Task Order, if so requested by the Employer, the Framework Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participant's performance according to the Performance Measurement Table below.
- The Employer may review Framework Participants' performance of their Task Orders, and the contract, from time to time during the Term, according to the Performance Measurement Table below.
- In this rule, a Participant is said to have reached Level 1, Level 2 or Level 3, if, during the listed measurement period for an indicator in the attached Performance Measurement Table, occurrences of that indicator equal or exceed the number listed in the column headed "Level 1", "Level 2", or "Level 3".
- If a Participant has reached Level 1, the Employer will give that Participant a written notification and the Participant must demonstrate to the Employer's satisfaction that it has implemented steps to redress the problem.

- If a Participant has reached Level 2, the Employer will exclude that Participant from each call-off in which it is due to participate until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem. Rule 5 will apply temporarily during this period as if the excluded Participant's Term had been terminated.
- If a Participant has reached Level 3 the Employer will terminate that Participant's Term.

No	Employer's objective		Indicator	Measurement Period	Level 1 (Rule 6.4)	Level 2 (Rule 6.5)	Level 3 (Rule 6.6)
1	**Quality of Work**	Workmanship during Task Order	Constructing work of a sub-standard nature that requires demolishing and re-construction	180 days	2	4	5
2		Workmanship on Completion of Task Order	Defect in completed work of a significant nature(1)	Term	n/a	1	2
3	**Health & Safety**	Development of safety and health plan on time to start work	Failure to complete safety and health plan prior to start work	Term	n/a	1	2
4		Management of safety on site during performance of task	Failure to maintain safety measures as set out in safety & health plan	Term	n/a	1	2
5		Safety file provided on completion	Failure to provide a full and satisfactory safety file within [30] days after completion of work under a Task Order	Term	n/a	1	2
6			Failure to provide a full and satisfactory safety file within [60] days after completion of work under a Task Order	Term	n/a	n/a	1
7	**Programme**	Commencement of Task Order	Failure to commence Task order within X working day of scheduled start	180 days	1	3	4
8		Completion of Task Order	Failure to complete Task order within Y working days of scheduled completion	Term	2	4	5
9	**Contract Administration**	Every request for tender should be answered	Failure to tender when invited	180 days	2	4	5
10		Presentation of monthly statements as set out under Clause 6 of the Conditions	Failure to identify change order items within 1 month of the items occurring	Term	2	4	5
11			Failure to price work in monthly accounts using contract rates (for relevant work items)	180 days	2	3	4

(1) Defect of a significant nature would be a defect that would impact on the proper functioning of the works e.g. a leak in a roof finish, a trip hazard in a floor finish, broken heating system etc.

X working days as defined in the relevant Task Order. If none stated, 10 working days.
Y working days as defined in the relevant Task Order. If none stated, 10 working days.

4. COMMUNICATIONS

4.1 COMMUNICATION

Communications will primarily take place between the nominated points of contact from both parties. In case of disruption to the works or other need to escalate, the matter will be referred to the following member of management designated by the Contractor and the Client:

Name:	Niall Mooney	**Job Title:**	Administrative Officer
Phone :	087 637 1832	**Email:**	Niall.mooney@dublincity.ie
Address:	Dublin City Council, Housing Maintenance Division, Block2, Floor 3, Civic Offices, Wood Quay Dublin 8		

Name:		**Job Title:**	
Phone :		**Email:**	
Address:			

4.2 COMMUNICATIONS PLAN

Type of meeting	Applicable areas	Frequency	Reporting	Attendees
SLA / performance review	All Contractors	When required	Update on works carried out to date and Review of SLA	Area Maintenance Officer and Contractor
Snags / Technical issues meeting	All Locations relevant	When required	Discuss Snags / unresolved building issues / any unforeseen issues	Area Maintenance Officer and Contractor

4.3 AUDIT & INSPECTION

The Contractor will provide rights of access and inspection to DCC to all activities, records and persons associated with the works being carried out on the site(s) and all information which DCC may reasonably require to verify compliance by the Contractor within the terms and conditions of this SLA and of the Contract.

Failure by the contractor to comply with the above will be deemed to provide valid grounds for the Client to suspend the contractor from the framework agreement until the contractor enacts measures to address the performance issues identified by the Client, and to deliver the services in line with the requirements of the terms of this contract and this SLA

4.4 TERMINATION OF THIS AGREEMENT

This Multi Party Framework Agreement For Term Maintenance Repair & Refurbishment Works In Occupied Units & Properties for Dublin City Council Housing Department may be terminated in accordance with the provisions of the terms and conditions of the Term Maintenance Contract/Framework Agreement.

5. SIGNATURES

Signature for the Client: _____

Date: _____

Signature for Contractor: _____

Date:_____