

Volume Two (2) Applicant’s Offer

Selection Questionnaire /

Invitation to Tender

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| Contract for: Public Cleaning Contract April 2020 |

Closing time and date for return of submission:

**12:00 (Noon) 16 March 2020**

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| --- |
| Name of Applicant: |

Please return electronically to:

**info@penzance-tc.gov.uk**

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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# Section 1 – General Notes

1. This document should be read in conjunction with the supporting information contained within Volume 1 “Invitation to Tender - Background Information, Instructions and Conditions of Tender” and associated documents also referenced.
2. This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately, and all information required to submit a compliant tender is done ahead of submitting any final response.

# Section 2 – Selection Questionnaire

1. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Council is under a legal or regulatory obligation to make such a disclosure.
2. The Applicants attention is further drawn to supporting guidance and information as included in “Volume 1” document related to this procurement process.

**Notes for completion**

1. The “Council” means the contracting Council, or anyone acting on behalf of the contracting Council, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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| **Part 1: Potential supplier information**Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. |
| **Section 1** | **Potential supplier information** |  |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential suppliersubmitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Please mark ‘X’ in the relevant box to indicate your trading status | 1. a public limited company
 |  |
| 1. a limited company
 |  |
| 1. a limited liability partnership
 |  |
| 1. other partnership
 |  |
| 1. sole trader
 |  |
| 1. other (please specify)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? |  |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? |  |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Please mark ‘X’ in the relevant box to indicate whether any of the following classifications apply to you | 1. Voluntary, Community and Social Enterprise (VCSE)
 |  |
| 1. Small or Medium Enterprise (SME)
 |  |
| 1. Sheltered workshop
 |  |
| 1. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? |  |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable) |
| Name: |  |
| Date of birth: |  |
| Nationality: |  |
| Country, state or part of the UK where the PSC usually lives: |  |
| Service address: |  |
| The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used): |  |
| Which conditions for being a PSC are met: |  |
| Over 25% up to (and including) 50% |  |
| More than 50% and less than 75% |  |
| 75% or more |  |
| 1.1(o) | Details of immediate parent company (Please enter N/A if not applicable) |
| Full name of the immediate parent company: |  |
| Registered office address (if applicable): |  |
| Registration number (if applicable): |  |
| Head office DUNS number (if applicable): |  |
| Head office VAT number (if applicable): |  |
| 1.1(p) | Details of ultimate parent company (Please enter N/A if not applicable) |
| Full name of the ultimate parent company: |  |
| Registered office address (if applicable): |  |
| Registration number (if applicable): |  |
| Head office DUNS number (if applicable): |  |
| Head office VAT number (if applicable): |  |
| **Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the Persons of Significant Control of them.** |

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| **Please provide the following information about your approach to this procurement.** |
| **Section 1** | **Bidding model** |  |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators?If **yes**, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If **no**, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
|  |  |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | **Yes** | **No** |
|  |  |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. |
| Name: |  |
| Registered address: |  |
| Trading status: |  |
| Company registration number: |  |
| Head Office DUNS number (if applicable): |  |
| Registered VAT number: |  |
| Type of organisation: |  |
| SME (Yes/No): |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables: |  |
| The approximate % of contractual obligations assigned to each sub-contractor: |  |
| **Contact details and declaration** |
| I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.I understand that the Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.I am aware of the consequences of serious misrepresentation. |
| **Section 1** | **Contact details and declaration** |  |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |   |

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| **Part 2: Exclusion grounds -** Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. |
| **Section 2** | **Grounds for mandatory exclusion** |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |  |
| **Please indicate your answer by marking ‘X’ in the relevant box.** |
|  | **Yes** | **No** |
| Participation in a criminal organisationIf Yes please provide details at 2.1(b) |  |  |
| CorruptionIf Yes please provide details at 2.1(b) |  |  |
| FraudIf Yes please provide details at 2.1(b) |  |  |
| Terrorist offences or offences linked to terrorist activitiesIf Yes please provide details at 2.1(b) |  |  |
| Money laundering or terrorist financingIf Yes please provide details at 2.1(b) |  |  |
| Child labour and other forms of trafficking in human beingsIf Yes please provide details at 2.1(b) |  |  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted. If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | **Yes** | **No** |
|  |  |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? |  |  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |
| **Please Note: The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.** |
| **Section 3** | **Grounds for discretionary exclusion** |
| **Question number** | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |  |
| **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 3.1(a) | Breach of environmental obligations?If yes please provide details at 3.2 |  |  |
| 3.1 (b) | Breach of social obligations?  If yes please provide details at 3.2 |  |  |
| 3.1 (c) | Breach of labour law obligations?If yes please provide details at 3.2 |  |  |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?If yes please provide details at 3.2 |  |  |
| 3.1(e) | Guilty of grave professional misconduct?If yes please provide details at 3.2 |  |  |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition?If yes please provide details at 3.2 |  |  |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?If yes please provide details at 3.2 |  |  |
| 3.1(h) | Been involved in the preparation of the procurement procedure?If yes please provide details at 3.2 |  |  |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?If yes please provide details at 3.2 |  |  |
| 3.1(j) | Please answer the following statements |  |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.If Yes please provide details at 3.2 |  |  |
| 3.1(j) - (ii) | The organisation has withheld such information.If Yes please provide details at 3.2 |  |  |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.If Yes please provide details at 3.2 |  |  |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.If Yes please provide details at 3.2 |  |  |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

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| **Part 3: Selection questions** |
| **Section 4** | **Economic and financial standing** |
| **Question number** | **Question** | **Response** |
| 4.1 |  | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: |  |  |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. |  |  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. |  |  |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  |  |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below** |
| **Question number** | **Question** | **Response** |
|  | Name of organisation |  |
| Relationship to the Supplier completing these questions |  |
|  | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? |  |  |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? |  |  |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  |  |  |
| **Section 6** | **Technical and professional ability** |
| **Question number** | **Question** | **Response** |
| 6.1 | Please provide details of two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |
|  | Contract 1 | Contract 2 |
| Name of customer organisation |  |  |
| Point of contact in the organisation |  |  |
| Position in the organisation |  |  |
| E-mail address |  |  |
| Contract Start date |  |  |
| Contract completion date |  |  |
| Estimated contract value |  |  |
| Description of the Contract: |
| Contract 1: |
| Contract 2: |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
| Response: |
| 6.3  | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
| Response: |
| **Section 7** | **Modern Slavery Act 2015: requirements under Modern Slavery Act 2015** |
| **Question number** | **Question** | **Response** |
|  |  | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? |  |  |
| 7.2 | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | (Please provide relevant URL) | (Please provide an explanation) |
| **Section 8** | **Additional questions** |
| **Question number** | **Question** | **Response** |
| **8.1** | **Insurance** |  |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below(Please indicate your answer by marking ‘X’ in the relevant box): | **Yes** | **No** |
| Employer’s (Compulsory) Liability Insurance = £5m  |  |  |
| Public Liability Insurance = £5m |  |  |

Additional questions that may be asked but which are reportable to CCS through the Mystery Shopper scheme:

|  |  |
| --- | --- |
| **8.1** | **Health and Safety Management** |
| (Please indicate your answer by marking ‘X’ in the relevant box): | **Yes** | **No** |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  |  |  |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.  |  |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? |  |  |

|  |  |
| --- | --- |
| **8.2** | **Project Specific Question(s)** |
| Provision of Cleaning Services in a public facing setting such as public toilets across different sectors with different stakeholders in particular understanding of needs of smaller organisations such as Parish / Town Councils.Please outline your experience in dealing with different challenges that may be presented in these different environments, plus your experience in dealing with different stakeholder groups in order to deliver effective services for the clients, in a way that is respectful and professional to the respective stakeholders. |

# Section 3 Specification for the provision of Cleaning Service

**Please see below the accompanying Specification and Applicants Response Section**

## Part A: Preambles

### Scope of Services

1. The scope of the Services required is for cleaning Services for the six facilities operated by Council:
2. Wherrytown
3. Alexandra Playpark
4. South Pier
5. TIC Toilets
6. Penalverne
7. Princess May
8. The full details of the sites can be found in the accompanying Schedule 1 with Schedule 2 providing details on cleaning frequencies.
9. In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:
10. Furnish all labour, equipment and cleaning supplies and materials required to perform the cleaning work in accordance with the specifications contained herein and the provisions of the Contract.
11. Responsible for the Health and Safety of their employees and the public liability towards the general public. Evidence of compliant health and safety training including COSHH training should be held on file by the Contractor and be made available to the Council throughout the duration of the contract should it be requested.
12. Supervise their staff appropriately to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Council as commissioning organisation. This may, on occasion necessitate the need for spot checking by a manager or equivalent. Documented evidence of these managerial checks should be provided to the Council on or within 7 working days of the end of each month.
13. Ensure that located in each store of each facility is a folder which contains the daily job sheets which will serve as confirmation that the cleaning activity has been carried out as per the contract.
14. Keep a record of all risk assessments and COSHH data for all cleaning chemicals used, and to supply a copy to the Council upon request.
15. Ensures that none of its employee’s smoke in any Council facility.
16. Maintain its own public liability insurance for the duration of the Contract
17. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
18. Proposed cleaning chemicals should be provided and agreed between the parties to ensure that chemicals of sufficient strength and concentration are being used in the cleaning activity.
19. Be responsible for unlocking the toilets following the first clean of the day and locking the toilets at the end of their opening hours (closing times to be confirmed following committee review). On closing and locking of the facility, it is the responsibility of the Contractors staff to ensure that there are no persons remains in the facilities, that they are unoccupied before locking.
20. Be solely responsible for breakage or theft by the Contractor’s employees or agents. In addition, the Contractor will also be solely responsible for rectification of any damage resulting as a failure of their “locking up” responsibilities.

**Storage of Materials and Equipment**

1. Storage cupboards or corridors are available for the Contractor's use in each public convenience. All such facilities shall be properly cleaned and maintained in a tidy state. The Council shall not be liable for loss of materials stored within these facilities.

**Provision of Services**

1. The Contractor shall be allowed free use of water and electricity (where available within the buildings being cleaned under this Contract) for Services related to the fulfilment of the Contract. The Contractor shall be mindful to use such services in an efficient and economical manner.

### Access to Premises / Sites

1. Details on the specific sites, including Opening Hours (summer / winter) are included in the accompanying schedules.
2. The Contractor will be provided with a set of keys to each site to enable them to fulfil the requirements of the Contract which will include opening up the facilities in the morning and locking up the facilities at the end of each day.
3. The Contractor shall be responsible for issuing the provided keys to their Operatives and ensuring that upon termination of employment or other relevant situation all keys are returned to the Contractor. Similarly, on termination of the Contract the Contractor shall provide to the Council all sets of keys issued / in their possession. In the event of loss, the Contractor shall, at the Contractors own expense, renew the respective locks and provide sufficient keys. These keys shall only be used for the purposes required by this Contract.
4. The Services provided are in operational facilities which are open during the day and therefore have service users. The Contractors Operatives are therefore required to be mindful of this and also be mindful working in locations where particular consideration is to be made to a range of stakeholders including:
* Vulnerable Adults;
* Visitors to the premises and schemes who may be unaware that work is being carried out;
* Persons with visual, hearing or mobility impairment;
* Violent, abusive or aggressive tenants or visitors;
* Persons with limited understanding of the English language;
* Persons with particular requirements because of their ethnic, religious or other backgrounds.

Unlocking and Overnight Closures

1. All Public Conveniences shall be unlocked by the Contractor and available for use each day by in line with the opening hours approved by the Leisure and Amenities Committee. The facilities shall be to the acceptable cleaning standard ready for public use prior to opening or at worst case an hour post opening (e.g. cleaned before opening hours or previous night ready and in preparation for opening the following day).
2. When locking each public convenience, the Contractor shall ensure that the section of the building being locked is unoccupied. All cubicles should be checked to see if anyone is within the building.
3. All lights illuminated signs or any other relevant switches shall be turned off so that there is nothing that may allow the public to believe the conveniences may be available for use after they have been locked.
4. Opening times of facilities may vary throughout the duration of the contract and will be subject to the agreement of the Council. Where variations are requested by the Council, they will be processed as per the variation process set out in this document. The variation will be proposed to the Contractor who will then cost out the financial implications of the proposed change and provide this information back to the Council Office. The costs will then be presented to the committee for approval.
5. For the purposes of this Contract 'Summer' shall generally mean the twenty-six-week period from 1 April to 30 September in any year. 'Winter' shall therefore generally mean the twenty-six-week period from 1 October to 31 March

###

### Security

General

1. As part of their day to day activity the Contractor’s Operatives shall be required to report any suspicious situations or security concerns, and for these concerns to be relayed to the respective Council Authorised Personnel as soon as practically possible. If the situation or concern is deemed an emergency then the relevant emergency services should be called without delay.
2. The Contractor’s Operatives will be required to ensure that the they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.
3. By undertaking their duties, the Contractor’s Operatives shall be mindful of their actions in a manner that prevents unauthorised persons access to materials and equipment that may cause harm, theft or damage as a result of their actions.

### Apparel

1. Contractor Operatives will be required to look professional and presentable when working on Council premises. Apparel for Contractor Operatives will be practical for the Services performed, but readily distinguish the Operative as an appointed person to work on the premises. Therefore, to help provide clarity to others all Operatives will have the same outfit / uniform which includes clear reference to the Contractor’s company name / logo, as well as a photo badge which also includes the name for the individual Operative.

### Materials

1. For the purposes of performing the Contract the Contractor will be responsible for the provision of all materials (including consumable products, e.g. toilet rolls, soaps, hand towels, etc.) and equipment necessary, plus the monitoring and replenishing across the sites as part of the contract. Specific materials to be provided are:
2. Toilet rolls shall be two ply, soft recycled paper of nominal minimum sheet size 125 x 100mm;
3. Sanitary bags shall be supplied in adequate quantities in each ladies' and disabled persons' cubicle;
4. Paper towel receptacles must be replenished with 1 ply-fold recycled paper towels;
5. Soap dispensers should be refilled with an appropriate soap so as not to result in the dispenser becoming clogged and unusable;
6. Plastic sacks to be used for sack holders and litter bins
7. An expressed aim of the contract is for Cleaning product to be effective and fit for their intended purpose required, but also minimises impacts on the environment. The Contractor will work in a manner supporting the reductions of Single Use Plastic.

### Health and Safety matters

1. The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary Health and Safety Regulation that is relevant. The Contractor shall note the following and undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract but not limited to, the following:
2. Health & Safety at Work Act 1974
3. Management of Health & Safety at Work 1999
	* 1. Provision & Use of Work Equipment Regulations 1998
		2. Care of Substances Hazardous to Health 2002
4. The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided

Substances:

1. The Contractor shall comply with all aspects of Control of Substances Hazardous to Health (COSHH) Regulations, with all substances being handled, used and ultimately disposed of in line with manufacturer’s recommendations and COSHH Regulations.
2. COSHH Assessments and Material Safety Data Sheets for all substances used on Council premises will need to be made available to the Council by the successful applicant. COSHH folders should be made available to all staff carrying out cleaning activity on the facilities who will also be provided with appropriate training.
3. In addition, Operatives will as part of delivery of the services, be required to work with substances that at variable temperatures may become hazardous, such as hot water for through cleaning, and as such due precautions shall be taken.

Cleaning at Heights:

1. All cleaning operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging. For example, cleaning of ceilings to remove cobwebs or detritus would be done in a manner that the Operative uses suitable extendable equipment as a preferred means of cleaning.
2. Ladder access should not be required without the provision of the correct equipment. In the case where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council’s Authorised Officer obtained.
3. Where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council’s Authorised Officer obtained. Access equipment for short duration cleaning (e.g. step ladders) must be provided by the contractor and evidence of suitable training in correct use of equipment may be required. Contractors working unsafely at height will be instructed to leave the building.

Trips, slips and falls:

1. The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around wet surfaces, leads / cables to appliances that can cause hazards to others in the area.
2. To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated – for example, a wet floor hazard warning once the floor is dry. Hazard signs left for an unreasonable amount of time after the hazard is eliminated will be removed by Corporate Health and Safety to be held until claimed.

Spillages and liquids:

1. In the event of spillages, cleaning and disposal of substances is to be in line with the manufacturers’ recommendations and the procedure outlined in COSHH assessment.
2. Special cleans of body fluids (e.g. an amount of blood anywhere, or vomit faeces and urine spillage in non-lavatory areas, or an inordinate amount of either in lavatory areas) shall be undertaken through an appropriate safe process for this scale of cleaning, with method statements and COSHH assessment containing details pertinent to the cleaning procedure at this level of contamination.

Personnel Protective Equipment (PPE):

1. The Contractor will ensure that the Contractor’s Employees are provided with, and use, required PPE when undertaking their duties as identified in the COSHH assessment. Single use PPE (e.g. disposable gloves or cloths used to clean spillages) shall be disposed of as infected waste. When working in external sites, where there is likely pedestrian and / or vehicular access in the vicinity then the Operatives shall be required to wear class 2 high visibility vests.

Risk Assessment

Reporting of Incidents and Hazards:

1. In the event that a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council’s Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Electrical Equipment:

1. All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer’s instructions.

Training:

1. New and existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

Control of infections / spread of germs:

1. To avoid spread of infections and germs, the Contractor shall ensure that cleaning equipment for different environments / areas are different colour coded to other areas, for example the British Institute of Cleaning Sciences Colour Code (or equivalent). Cleaning equipment itself to be kept clean and serviceable and replaced as required, to ensure it remains effective and where possible not contaminated.

Working around stakeholders / General Environment:

1. As highlighted, the Services are to be carried out in an operational or public environment with mixed stakeholders and hazards, for example any of the properties or schemes may contain hazards resulting from the following:
* Vandalism,
* Public utilities may be disconnected
* People with mental health difficulties and / or substance abuse difficulties

Disposal of Waste

1. Waste arising from the Contractors operations in delivery of the Cleaning Service and the safe disposal of such waste will form part of the Contractor’s responsibilities under the Contract.
2. The Contractor shall ensure that in the event of any hazardous waste – e.g. body fluids / needles / sharps etc. that these go into biohazard yellow sacks for incineration. Likewise cleaning substances on disposable cloths and mops into dedicated sacks.
3. All litter and waste collected within the buildings included in this Contract is classified as commercial waste. If the Contractor requires this waste to be collected from the public conveniences, they must make the necessary collection arrangements with the collection contractor. If the Contractor wishes to dispose of this waste from their own depot facilities, they must ensure they hold an up to date Waste Carrier’s Licence.
4. Plastic liners shall be supplied by the Contractor for every litter bin within each building. These liners should be changed as frequently as required to ensure that the bin remains capable of performance its function. The bins shall be maintained so as to appear clean and shall be free from any unpleasant odour.
5. The Contractor must ensure that they use the correct clinical sacks and Sharps Boxes for the containment of clinical waste (chiefly from sanitary bins). If the Contractor wishes to transport the clinical waste back to their own depot and dispose of in the correct manner via a clinical waste collection contractor of their own choice they must ensure they hold an up to date Waste Carrier’s Licence and ensure that the clinical waste is segregated and kept in a sealed container within the vehicle transporting such waste.

### Contractor Employee Personnel

1. The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety, as well as vetting as required (e.g. Police Vetting and Data Barring Service DBS checks).

## Part B: Specific requirements - Cleaning Services / Standards

1. Schedule 1 provides more details on the Premises / Sites and associated facilities, with Schedule 2 providing details on cleaning frequencies and specific elements to the respective premises. Core Services being:

**Cleaning Services**

1. General cleaning of all internal surfaces (floors, walls, doors, cills, skirting boards, architraves and ceilings) to include:
* Cleaning of corridors
* Cleaning of entrance lobby’s
* Cleaning of toilet areas (including sanitation fixtures and fittings)
* Cleaning of public spaces within the premises
* Emptying of waste bins
* Cleaning of communal entrances, exits, doors, door glass, door mats

Service Cupboards

1. Service cupboards to be kept in a clean, neat and orderly fashion and secured at all times. All cleaning tools are expected to be maintained and stored in a clean manner. Cleaning Folder with records also to be stored.

**Ad hoc Service Request**

1. Ad hoc Service Requests may apply, and they would be assessed and agreed on a case by case basis with the respective parties Authorised Personnel. Ad hoc Service Request may include, but not limited to:
* Cleaning of external bin storage areas / bin chutes
* Light fittings (other than removal of dust / cobwebs etc.)
* Needle clearance
* Clearance of bodily fluids
* Dead animal removal and disposal
* Hard surface cleans to remove algae / organic detritus
* Removal of graffiti
* Removal of chewing gum
* Pressure cleaning of hard surfaces
* Fly tipping
1. In the event of Ad hoc Service Requests these would be ordered separately as and when required, and either at agreed schedule of rates or priced depending on the nature of the work required.
2. Where additional cleaning is necessary due to exceptional use of facilities or some other reason, the Council shall instruct the Contractor accordingly.
3. From time to time the Authorised Officer will require a number of public conveniences to receive a deep cleanse, in addition to the regular cleaning specification. This may involve steam cleaning, or other forms of “thorough cleaning” as agreed with the Council. “Deep Cleans” per facility carried out within 7 days of notification of the requirement.

**Graffiti**

1. Public conveniences can be subjected to defacement by graffiti and its removal shall generally be part of the cleaning operation. Where graffiti is found, all efforts should be taken by the Contractor to remove the graffiti with standard cleaning tools and graffiti remover. Should these efforts not be successful - the Council should be notified as soon as reasonably practicable.

**Minor Works**

1. As part of the cleaning function, the Contractor shall deal with minor maintenance and/or repair items as necessary. This will include:
2. Unlocking a cubicle door which has been deliberately locked but left empty
3. Clear a toilet blockage that can be cleared with a toilet plunger or similar implement
4. Lack of flush - Examine the cistern unit to ensure that the flush handle has not become detached from the mechanism.
5. Where the Contractor attempts but is unable to achieve success in these and similar tasks, the Council shall be informed of these and any other repairs that are necessary. All defects should be reported on the day of discovery. However, if a defect is deemed to be urgent this must be reported as soon as discovered.

**Cleaning Standards**

1. The Contractor will be responsible for setting out the schedule in respect of the Services for the respective premises / sites, that works within the permitted times around access, plus expected standards.

**Cleaning Standards - External Areas**

1. In addition to the internal areas of the facility, external areas of the facilities must be kept free of graffiti and all sills, ledges, windows, doors and external surfaces be free of dirt and debris. An area no less than 1 meter surrounding the facility should be free of litter and debris and all external drains within this boundary should be kept free of debris to allow for unrestricted drainage.
2. External areas should be cleaned as detailed above - this should necessitate a regular but brief litter pick of the surrounding area.

**Cleaning Standards – Per each visit**

1. Interior floors must be kept free of loose dirt, debris, spillages and any other soiling. They should be disinfected and dried to reduce potential slip hazards.
2. All urinals, splash plates, WC Pans and pedestals including WC lids to be disinfected and free of ingrained and loose dust, dirt, grease, smears, deposits, stains or accumulations. All surfaces should be dried after cleaning to reduce the chance of bacterial load.
3. All areas should be of an acceptable low odour. Measures which should be taken include the use of scented urinal mats, fragranced disinfectant used at suitable concentration on floors and surfaces and if required - automated air freshener products.
4. All sanitary equipment including sinks and hand driers must be disinfected and free of ingrained and loose dust, dirt, grease, smears, deposits, stains or accumulations. All surfaces should be dried after cleaning to reduce the chance of bacterial load.
5. Toilet rolls, hand towels and soap must be replenished to meet daily needs.
6. All other surfaces, walls, light fixtures and fittings must be clean and free from dust, dirt, cobwebs, loose particulate and staining.
7. Bins and other waste receptacles to be emptied when full. The exterior of all bins should reasonably clean to encourage their use.
8. All pipework should also be cleaned to the above standards.
9. Storage areas / cupboards must be kept clear of all litter and debris and be left “tidy” the floor area should remain clear of debris to allow for uninhibited access.
10. Ceiling areas should be kept clear of dust / cobwebs or debris from the ceiling surface. Any debris should be brushed or scraped off the ceiling to the floor and the area cleaned as required.
11. In the interests of clarity, all corridors and access or lobby areas will be deemed as part of the facility and be subject to satisfying the full performance standards.
12. As part of the cleaning it shall also include the removal of scuff marks taking care not to degrade the surfaces, removal of fingerprints, stains, spotting, and other blemishes.
13. Overall the cleaning standards provided shall be in line with the British Institute of Cleaning Science – Cleaning Standards Specification Table which outlines the “Acceptable Standards” both for standards “On completion of Task” e.g. post cleans and standards “Between cleaning task”, as well as what is deemed “Unacceptable”.

**Exclusions**

General:

1. The following activities will not form part of the Contract:
* Removal of weeds
* Cleaning of windows on external walls (external window surface)
1. Reference to be made to specific items listed in Schedule 2 in respect of frequencies.

##

## Part C: Managing Quality

### Quality Control

1. The Contractor shall look to monitor the Services performed to ensure that this fulfils the required Standards as set out in the Contract, this shall include:
* Ensuring Operatives are suitably supervised
* Having a robust procedure in which feedback can be obtained from stakeholders who benefit from the services provided under the Contract, this should include;

Active signage providing information signs as to whom to contact with regards to complaints / compliments regarding standards or workmanship seeking comments around how stakeholders find the cleanliness of a premises / internal facilities (e.g. If these toilets don’t meet satisfactory standards please contact…. ), with an email account / contact details or web-based portal that are promoted within the respective premises for raising of compliments, comments or complaints.

* The Contractor shall provide quarterly summary to the Council’s Authorised Personnel in relation to number of compliments, comments or complaints received, as summary of the issues raised, and the action taken.
* Responses to service issues to be followed up within the following timeframes
* Missed cleans undertaken by end of next Working Day
1. The Contractor shall make themselves available for 6 weekly random sampling of Cleaning Standards.
2. In addition, the Contractor shall have suitable procedures in place around monitoring and reporting findings to inspect work carried out by Operatives and ensure corrective actions are carried out where Cleaning Standards fall below what is deemed as acceptable.
3. The Contractor is to provide attendance sheets which detail the cleaning activity carried out by their employees on each attendance (it is advised that one sheet is designed on each day with the ability for employees to sign / date and time each visit). It is imperative that these documents are filled out accurately, without fail to maintain a reliable audit trail for the Council.

Reporting of defects:

1. The Contractor shall be responsible for reporting any Defects in relation to the premises (surfaces) that may affect the ability to effectively fulfil the requirements of the Contract. Any reports should be made within 3 working days of this becoming to the attention of the Contractor. If the defect presents a danger or Health and Safety concern, then this shall be reported at the first available opportunity.
2. As part of the day to day operations of the Contractor’s Operatives where noticing areas of maintenance requirements then this should also be raised with the appropriate Authorised Personnel for that site.

### Customer Care

1. Key objectives from the Contract is to ensure the following:
* To be customer focused and to act responsibly in all dealings with customers and stakeholders.
* Resources are managed efficiently and effectively;
* Value for money is achieved
* Service standards as set out are consistently maintained

### Quarterly Meetings

1. In addition to requirements around day to day business as usual management of the Service delivery of the requirements, the Council would be requiring the Contractor to engage in quarterly review meetings to discuss the overall performance and delivery of the Service, suggestions for improvements and acknowledge of achievements.
2. Applicants are expected to build this requirement in to their Tender proposals and where financial provision for this must be made it must be clearly indicated within Pricing Schedule Response and charged as part of the total Contract price. The Council shall not make any additional payments to the Contractor for attending meeting or any related activities, as the Council shall assume that the Contractor’s total Contract price will already be inclusive of any related activities.

### Management Information

1. Applicants should, by way of on-going Contract performance be prepared to produce management information indicating details around the comments and complaints (upheld or not) in fulfilment of the Service. The exact format and duration will be agreed between the Council and the Contractor Authorised Personnel. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Council. This will be at no cost to the Council.
2. The Council reserves the right to discuss the nature of the information provided with the Contractor during quarterly review meetings and make suggestions as to additional or alternative types of information to be captured as the Service develops over the life of the Contract. Any additional requirements laid out by the Council shall be provided by the Contractor at no additional cost to the Council.

### Key Performance Indicators

1. Key Performance Indicators (KPIs) are identified in Table 1 below.
2. In the event of Service Failures, as part of the Contract the Council reserves the right for the Authorised Personnel to issue Default Notices.
3. Where possible the aim will be for the Council to work constructively with the supplier to avoid the need to resort to such action but will form part of the options available to the Council under the Contract. In the event of a Default Notice being issued, it shall only be issued from the Authorised Personnel, and done in a way that clearly outlines the area of Service Failure (including references to location / date / time), the means of corrective action required and the timeline within which the Service Failure is to be corrected.
4. The Contractor will be required to correct the Service Failure in line with the Default Notice timelines. Where the Contractor views the Default Notice is unmerited or inaccurate then this shall be raised as soon as possible to the Contractor Manager.
5. Persistent or repeated Services Failures, and / or incident / issues which constitute a serious Service Failure(s) may result in the Council Terminating the Contract in accordance with the Conditions of Contract.
6. As the Public Toilets and their cleaning are a publicly funded Service, Penzance Council has an obligation to the taxpayer to ensure that contracts are being delivered as specified.
7. Should it be established that the prescribed standards are not being maintained, a deduction in the next monthly bill equal to 1 full day’s Contract payment will be made until the facilities are brought back up to the identified standards. This will be determined, and deduction period concluded by re inspection and confirmation by the Council’s authorised officer.

| **TABLE 1 Key Performance Indicators (KPI’s) applicable to the Specification** |
| --- |
| **What performance will be measured** | **Who By?** | **Frequency of Measurement** | **Expected Outcomes / Targets** | **Other considerations** |
| Customer Satisfaction – number of complaints received / upheld complaints | Client | Monthly | Target of Less than 10 complaints per month with no more than 10% upheld | Good performance will allow clear details on how comments / compliments or complaints can be raised, with low numbers of complaints received and only a small percentage actually being upheld. In addition, to offset against complaints would be positive feedback that is recorded as part of the overall monitoring process. |
| Client Satisfaction – based on Random Samples | Client | Quarterly | 90% | This will take an overall objective look at levels of acceptable cleanliness in line with the required standard, plus adherence around the required contractual obligations. It will be a “subjective percentage assessment” but reasonably assessed to show suitable evidence to indicate clear lines of good or below standard performance. |
| Compliance with contract Service standards |  Client | Monthly | >95% | Like the above, from the client perspective around the Random samples and suitable evidence to be able to justify the performance standard claimed. |
| Service delivered as timescales set out the specification | Client | Quarterly | >95% | This will be assessed against the Cleaning frequencies agreed and the rota around how and when the Service is to be delivered. Missed cleans and high complaints may indicate failures to perform against this measure. |
| Regular review and monitoring of Health and Safety procedures and standards | Contractor | Quarterly | >95% | Monitoring of any issues in relation to Health and Safety both as part of ongoing supervision by the Contractor as well as any incidents that may occur. Contractor able to demonstrate suitable no / low level of incidents both in number and severity, as well as clearly able to demonstrate H&S review and monitoring is regularly and effectively happening. |

SERVICE CREDITS

The Council reserves the right to obtain the following Service Credits payable from the Supplier.

|  |  |
| --- | --- |
| **Service Credit** | **Service Credit Due:** |
| Customer Satisfaction – number of complaints received / upheld complaints | £30 per upheld complaint |
| Failure to deliver Compliance with contract Service standards in line with the level set in the Key Performance Indicators. | Standards falling below 95% would be eligible to incur a reduction on Monthly charges to the Supplier by 3%.Where there are 3 Minor failures in 6 month period deemed a Significant Failure which would see a reduction of 5% on the Monthly charges to the Supplier.3 Significant failures in 12 month period deemed Material Breach. |
| Failure to provide Service delivered as timescales set out the specification in line with the level set in the Key Performance Indicators. | Standards falling below 95% would be eligible to incur a reduction on Monthly charges to the Supplier by 3%.Where there are 3 Minor failures in 6 month period deemed a Significant Failure which would see a reduction of 5% on the Monthly charges to the Supplier.3 Significant failures in 12 month period deemed Material Breach. |
| Regular review and monitoring of Health and Safety procedures and standards. | £75 per upheld incident. Significant H&S incident may be deemed Material Breach. |

# Section 4 Applicants Response to Tender

1. Section 4 to be completed by all Applicants looking to submit a formal response to this Tender.

Method Statement Responses:

1. Please detail your response in regard to this specific Method Statement.

|  |
| --- |
| **Method Statement Topic Areas** |
| **Mobilisation plan**The Applicant shall provide a Method Statement in accordance with the information around Staffing Requirements |
| **Council requirements for the Applicant’s response to this Method Statement:** Please detail your organisation’s proposed mobilisation plan. This must include key milestones anticipated and timescales within which these are to be achieved. This should be detailed up until six months after the New Services Commencement Date. This would include as a minimum arrangements for:* TUPE consultation and transfer
* Staff training
* Implementation and training
* New Services Commencement
* Communication plans

**WHAT DOES GOOD LOOK LIKE?**A good response would clearly set out a structured approach in how the Applicants understanding and approach to ensure that the Contract is operational and operating at expected levels in a timely orderly and professional manner, e.g. business as usual. This would include clarity on how transition from the existing contract would be undertaken.It would provide clarity that there are sufficient resources at implementation stages in place and able to effectively engage with the Council and relevant stakeholders.It would also clearly outline through the delivery of the contract how the objectives of the Council would be achieved and provide high degree of confidence that the Contractor would be able to perform the Contract in line with the expectations set out by the Council. |
| ***PLEASE ADD RESPONSE HERE:*** |

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| --- |
| **Method Statement Topic Areas** |
| **Delivery against the Specification and Objectives of the Tender**The Applicant shall provide a Method Statement in accordance with the information provided in the Specification – Part A (Preambles) and Part B (Specific Requirements) and the Objectives of the Tender and the required Cleaning Frequencies (Schedule 2) |
| **Council requirements for the Applicant’s response to this Method Statement:** is for the Applicant to provide a detailed method statement that focuses on Specification set out for this tender along with the Objectives as set out in Volume 1, plus how they would go about meeting the Cleaning Frequencies as set out in Schedule 2.In particular the Council is looking to the Applicant to provide details around how they will meet the requirements as set out in the associated Specification and would be looking for the Applicant to provide details on aspects around the Part A (Preamble considerations), e.g.* Accessing Premises
* Ensuring Security in how Accessed
* Workforce apparel and Materials
* Approach around Health and Safety matters as outlined
* Contractor Personnel

Plus Part B, the Specific Requirements themselves.Likewise, please set out how you will go about meeting and achieving the aspects set out in the Objectives of Volume 1 (Section 2), and the associated Schedule 2 - Cleaning Frequencies, especially what and how “As Required” tasks are to be monitored and ultimately fulfilled in order to ensure the required task is undertaken to an acceptable standard.**WHAT DOES GOOD LOOK LIKE?**A good response would clearly indicate an understanding of the requirements as set out and what is necessary to deliver high quality outcomes. It will clearly set out how each of the identified themes in part A will be approached and met by the bidder.In addition, it would set out the approach around undertaking the Services themselves as set out in Part B of the Specification, to include how the supplier would ensure meeting the required Cleaning Standards, from the logistics around resourcing the Service and how they would go about efficiently and effectively managing the resources, through to the equipment and products to be used.A good response would also indicate the approach to be applied in relation to resourcing plan to undertake the work, including proposed plan around when and how the service would be delivered, along with resourcing plan that maps out to the required work, and ensures resilience around service delivery and business continuity. This would make reference to the Schedule 2 – Cleaning Frequencies, how these would be met, in particular how the Council would be able to be assured that “As Required” tasks are suitably fulfilled.It would also clearly outline through the delivery of the contract how the objectives of the Council would be achieved and provide high degree of confidence that the Contractor would be able to perform the Contract in line with the expectations set out by the Council. |
| ***PLEASE ADD RESPONSE HERE:*** |

|  |
| --- |
| **Method Statement Topic Areas** |
| **Staffing Requirements** The Applicant shall provide a Method Statement in accordance with the information around Staffing Requirements. |
| **Council requirements for the Applicant’s response to this Method Statement:** is for the Applicant to provide a detailed method statement that focuses on the staffing requirements of the ContractProvide detailed proposals regarding the staffing structure and the roles and responsibilities allocated to the staff:* How will staff be supported to develop their knowledge and working practices?
* Provide assurance that the staff will meet the requirements detailed in the Specification
* An explanation of how the staff will be supported to deliver the service
* Who will take the lead on delivering the strategic needs of the service?
* What added value can you bring to increasing capacity within the staff team?

**WHAT DOES GOOD LOOK LIKE?**Provide evidence of how staff time will be dedicated to the Service with clear role profiles and perspective person specifications. Confirmation is provided in the response as to upholding the requirements as listed in any resulting contract that may be awarded.Details on how personnel are motivated and have skills to work and think independently, whilst ensuring that staff are supported and suitable and effectively supervised under the contract Arrangements are in place to provide safe working practices which are followed by Service Provider Personnel, especially lone working. Furthermore, a good response would outline how staff rota’s are maintained in a service sector that can be challenging in recruitment and retention of staff, ensuring resilience to fulfil the requirements as set out under the contract.This could also include details on how staff are inducted and how they are trained and supported to be effective within all they do, and the assurance that they have the right and relevant skills and experience to undertake the roles required. |
| ***PLEASE ADD RESPONSE HERE:*** |
| **Method Statement Topic Areas** |
| **Contract Management – Quality Control and Customer Care**The Applicant shall provide a Method Statement in accordance with the information provided. |
| **Council requirements for the Applicant’s response to this Method Statement:** is for the Applicant to provide a detailed method statement that focuses on Part C of the Specification in relation to Customer Care and Quality. This would include but not limited to:* Strategic management, key personnel and their role within the organisation
* Details on the contract management arrangements and the management information available to the Councils.
* Proposal on how the Contractor proposes to establish and develop a partnership with and interact with the Councils.

Include details on how the Contractor will approach and deliver public engagement and communications**WHAT GOOD LOOKS LIKE?**A good response would outline clearly how Quality is to be maintained in relation to the delivery of the required Services as set out in the specification, and how staff are engaged to play an active part in the delivery of this during the course of their work.This would include details on how the Supplier monitors quality, what arrangements they would have in place to maintain the required quality and arrangements for how any service failings are corrected.It would outline what arrangements would be put in place to enable customers receiving the service to raise comments and concerns, and how these would be captured and acted upon, including in monitoring and reporting arrangements.Details on how the supplier would look to engage with the required contract monitoring and management arrangements would also form part of a good response.  |
| ***PLEASE ADD RESPONSE HERE:*** |
| **Method Statement Topic Areas** |
| **Social Value Considerations**The Applicant shall provide a Method Statement in accordance with the information provided. For the purposes of the consideration and application of this Tender, Social Value is defined as the additional added value or extra benefits able to be attributed to Social Value outcomes beyond the core requirements related to the spend. More details on the Social Value Act itself can be found here: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/socialvalue-act-information-and-resources> |
| **Council requirements for the Applicant’s response to this Method Statement:** is for the Applicant to provide a detailed method statement that focuses on how they would approach supporting Social Value considerations as part of the delivery of the Contract. In relation to this contract the Council sees the following as being areas where through the delivery of the Services positive outcomes to Social, Economic and / Environmental outcomes could be achieved, in particular:* Within the workforce this could be supporting apprenticeships, local employment, or contribution to the Local economy as a direct result of this Contract.
* Supporting environmental outcomes (including reduction of use of products / material that are harmful to the environment or working practices that minimise environmental damage), as well as making a positive contribution to the Council’s pledge around removing use of “single use plastics”. Penzance Council supports the “Plastic Free Penzance” initiative. The initiative aims to reduce the use of single use plastics wherever reasonably practicable. Details should be given in the tender response which highlight the measures which the tenderer will be taking to reduce its use of single use plastics wherever possible. More information can be found at: <https://www.sas.org.uk/about-the-movement/>
* Social outcomes may also include details on how the Supplier would look to support community initiatives and / or work to make a positive outcome within the wider community.

The above list is not exclusive or exhaustive but an indication on what are deemed to be relevant and proportional areas for Social Value consideration to this contract. **WHAT GOOD LOOKS LIKE?**A good response would outline clearly what would be done to contribute towards added Social Value if awarded the Contract, actually how the Supplier would go about doing this, and what tangible outcomes the Council could expect as a result.Linkages to how this would also support the Council’s wider aspirations would also be made clear.Good response would demonstrate commitment to deliver on the stated outcomes not simply be aspirational. |
| ***PLEASE ADD RESPONSE HERE:*** |

# Section 5 Pricing Schedule

1. Applicants are required to complete the accompanying Schedule 3 - Pricing Schedule. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.
2. If there is no charge for an item, please state none.

# Price Review Framework

## Price Validity Period

1. As a minimum, all prices submitted must remain fixed and firm for twelve (12) months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for.

## Price Review Proposals

1. The Council does not expect the Applicant to implement any price increases throughout the first four years of the Contract and would conversely look to explore ways of reducing costs throughout its duration. The Applicant’s signature at the Pricing Schedule Declaration will be assumed to be an acceptance of this condition. Applicant’s whose price review proposal differs from the Council’s expectations under this Price Review Proposals must state within their response to Schedule 3 – Pricing Schedule. Contract Renewal
2. Any options to extend being shall detail any increase prior to any formal Contract extension. No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Council in writing.

## Spend Related Rebate Proposals

Please detail any spend-related rebate proposals below, based upon Contract spend.

|  |  |
| --- | --- |
| **£ Expenditure through duration of Contract / £ Money spent per annum** (delete as applicable) **Detail Price Breaks** | **Percentage of total spend rebate repayable from the Applicant to the Council (%) per annum** |
|  |  |
|  |  |

## Pricing Schedule Declaration

I / We offer to supply the services as per the pricing schedule, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

|  |  |
| --- | --- |
| Signed\*:  | Date:  |
| Name *(in block capitals)*: | In the capacity of: *(State official position, i.e. Director, Manager, etc.)* |
| Organisation name and postal address:  |
| Telephone No:  | Fax No:  |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* |

# CERTIFICATES

## Conditions of Tender

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| **CONDITIONS OF TENDER** |
| **Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant’s Offer |
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.[ ]  I/We fully accept the terms and conditions of contract for the provision of Services |
| 2. | Having examined the tender documents for the provision of the above Services, we offer to provide the said Services in conformity, without qualification, therewith for the sum/sums enclosed in the Price Schedule of this Bid. |
| 3. | The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately. |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our Tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. |
| Signed\*:  | Date:  |
| Name *(in block capitals)*:  | In the capacity of: *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* |

## Certificate of Undertaking and Absence of Collusion or Canvassing

|  |
| --- |
| **CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING** |
| The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply. |
| Box A – ConsortiumI/We the undersigned do hereby certify that:- 1. the consortium’s tender is bona fide and intended to be competitive;
2. the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
3. the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
4. the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
5. the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act.
6. I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.
 |
| Box B – Single Body and/or IndividualI/We the undersigned do hereby certify that:-My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;1. I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
2. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
3. I/we have not offered to pay or give any sum of money 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 said work any act or thing of the nature specified and described above.
4. I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.
5. I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.
 |
| Signed\*:  | Date:  |
| Name *(in block capitals)*:  | In the capacity of:*(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).* |

Certificate of Confidentiality

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| **CERTIFICATE OF CONFIDENTIALITY** |
| I/we hereby agree with the Council that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Council and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise. |
| Signed\*:  | Date:  |
| Name *(in block capitals)*:  | In the capacity of: *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).* |

## Commercially Sensitive Information

The Council may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid.

I declare that I wish the following information to be designated as Commercially Sensitive.

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|     |

The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

|  |
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## Conflict of Interest

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| **CERTIFICATE OF CONFLICT OF INTEREST** |
| I/we hereby notify the Council that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest): |
| I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Council is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators. |
| Signed\*:  | Date:  |
| Name *(in block capitals)*:  |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* |

## Defined Terms

|  |  |
| --- | --- |
| **Access Card** | Shall mean security cards for the operation of access points within the Civic Centre required for the secure transit around the Civic Centre in areas other than those able to be reached by the general public. |
| **Ad hoc Service Requests** | Shall mean requests from the Council for additional Services beyond the scope of the Core Services as detailed in the specification and associated Schedules. |
| **Applicant** | Shall mean the organisation responding to the procurement through the procurement process |
| **Council** | Shall mean the organisation preparing the procurement documents and/or the organisation for whom the resultant Contract will be performed |
| **Authorised Operatives / Contractor’s Operatives** | Shall mean appointed person(s) duly authorised by the Appointed Contractor eligible to undertake duties in connection with delivery of the Contract. |
| **Authorised Personnel (Council)** | Shall mean appointed person(s) of the Council eligible to make necessary formal instructions in connection with the delivery of the Contract. |
| **Council Authorised Representative** | Shall mean the main client Officer for the procurement process and/or resultant Contract |
| **Award** | Shall mean the process by which the Council shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015 |
| **Awarding Council** | Shall mean the organisation for whom the resultant Contract will be performed; this may be a different organisation than is referred to under Council (in instances where the Council is procuring a Contract on behalf of another organisation, for example) |
| **Bid / Tender** | Shall mean the Applicant’s offer to the Council, which shall be submitted as the completed procurement documents |
| **British Institute of Cleaning Science – Cleaning Standards Specification Table** | Shall mean the Cleaning Standards as set out by the British Institute of Cleaning Science outlining Acceptable Standards of Cleaning on completion of Cleans, Between Cleans and what is deemed unacceptable. The standards shall form the benchmark against which performance shall be measured under the Contract. |
| **Clarification** | Shall mean the process by which queries on the Council’s procurement document are raised by the Applicants and the process by which queries on the Applicant’s Bid are raised by the Council |
| **Commercially Sensitive information** | Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant’s Offer and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss |
| **Consortia / Consortium** | Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant’s Offer / Appendix A and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss |
| **Contract** | Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved |
| **Contract Notice** | Shall mean the publication in the OJEU of an Council’s intention to procure a public supplies, services, or works Contract |
| **Contracting Council** | Shall mean the Council and any other organisation on whose behalf the Council may be working |
| **Contractor** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Council |
| **Core Services** | Shall mean the main defined Services forming the delivery and fulfilment of the Contract, as set out in the Specification and associated Schedules. |
| **Council** | As Council |
| **DPA 2018** | Data Protection Act 2018 |
| **Data Protection Legislation** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy; |
| **Default / Default Notice** | Shall mean a failure to perform as set out against the Key Performance Indicators within this Contract and the associated Notice issued to the Contractor outlining the default and corrective actions required to rectify. |
| **Defects** | Shall mean Defects to surfaces and object which the Contractor is responsible for cleaning which either impair the Contractor from undertaking the required tasks, and / or form a hazard to health of wider safety of Operatives and users of the premises. |
| **Disclosure and Barring Service (DBS) check** | Shall mean the organisation formed on 01 December 2012 from the merger of the Criminal Records Bureau and Independent Safeguarding Authority. Further information can be found at the following:[www.homeoffice.gov.uk/dbs](http://www.homeoffice.gov.uk/dbs)  |
| **Eligible User** | Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Council may be establishing the arrangements |
| **Employers’ Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of **damages** and **legal fees** for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer’s negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.By law, an employer must have EL insurance and be insured for **at least £5 million**. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland.If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **Evaluation** | Shall mean the process through which the Applicant’s Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made |
| **Evaluation Criteria** | The means by which the Council will Evaluate an Applicant’s Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant’s Bid |
| **GDPR** | the General Data Protection Regulation *(Regulation (EU) 2016/679)* |
| **Grand Total** | Shall mean the individual Totals in relation to the Applicant’s Tendered prices at the end of year 4 (as set out in the Price Schedule), for Lots 1, 2 and 3, plus the individual Grand Total for Lot 4. |
| **Invitation to Tender (ITT)** | Shall mean the written request by the Council for an interested Applicant to submit a written Bid to facilitate the Council’s requirements |
| **Key Performance Indicators (KPI)** | Shall mean the standards of performance against which overall performance is to be assessed under the Contract by the Contractor and as set out in Table 1. |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners |
| **Lowest Price** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price |
| **Mandatory Requirements: Pass/Fail** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process |
| **Mandatory Requirements: Scored** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and/or as part of the Award criteria |
| **Most Economically Advantageous Tender (MEAT)** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price |
| **Officer** | Shall mean the individual completing the procurement documents on behalf of the Council |
| **Official Purchase Order** | Shall mean the Council’s Official Purchase Order, to which these conditions apply |
| **OJEU** | Shall mean the Official Journal of the European Union |
| **Open** | Shall mean the procurement process determined by the Public Contracts Regulations 2015 and which requires the publication of an OJEU Contract Notice plus an Invitation to Tender prior to the award of a Contract |
| **Premises** | Shall mean the various sites as detailed within the associated Schedules that are to be serviced by the Services defined under this Contract. |
| **Pricing** | Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Council’s requirements |
| **Procurement** | Shall mean the acquisition of Supplies, Services or Works from an external source |
| **Procurement Representative** | As Procurement Representative |
| **Public Contracts Regulations 2015** | Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business.  |
| **Responsive Cleaning** | Shall mean Cleaning Services to be performed by the Contractor in response to a specific instruction by the Authorised Personnel of the Council outside of scheduled Core Service delivery. |
| **Restricted** | Shall mean the procurement process determined by the Public Contracts Regulations 2015, which includes the publication of an OJEU Contract Notice plus a Supplier Questionnaire and Invitation to Tender prior to the award of a Contract |
| **Safeguarding** | The process of protecting children from abuse or neglect, preventing impairment of their health and development, and ensuring they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances and enter adulthood successfully |
| **Selection** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Selection Qualification** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Selection Questionnaire** | Shall mean the pro-forma that all Applicants will be required to complete and submit as part of their Bid, pursuant to Regulation 58 of the Public Contracts Regulations 2015 |
| **Services** | Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work |
| **Service Failure(s)** | Shall mean failure(s) by the Contractor to perform the Services as set out under the Contract and in line with the expectations of the Council and the Key Performance Indicators as set out in Table 1. |
| **Specification** | Shall mean the detailed description of the Council’s requirements |
| **Standstill**  | Shall mean the period between the notification of the Council’s intention to award a Contract and the award of the Contract, in accordance with Regulation 87 of the Public Contracts Regulations 2015 |
| **Supplies** | Shall mean the items offered by an Applicant and/or the items requested by the Council |
| **TUPE** | Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" |
| **Volume One (1) Instructions and Information** | Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted and the way in which the documentation should be completed - the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the Applicant’s organisation |
| **Volume Two (2) Applicant’s Offer**  | Shall mean the document containing information specific to the opportunity, to include the Specification |
| **Working Day** | Shall mean Monday to Friday inclusive, excluding Bank Holidays in England |