

**3054**



# **Window Cleaning (Norfolk)**

**ESPO Contract 3054**

**Issue No.1**



## **USER GUIDE**

Contract Period: 1 December 2011 to 30 November 2014

EASTERN SHIRES PURCHASING ORGANISATION Barnsdale Way Grove Park Enderby Leicester LE19 1ES

## The contract schedule

This Schedule provides the details for Direct Order/Direct Supply Contract Number 3054.

A revised 'Issue' number is allocated to the Schedule each time supplier or pricing information is updated. Each new issue provides at the foot of the page, a description of the revisions concerned and a date on which they become effective.

## Contract scope

This framework of approved window cleaning providers is on behalf of Norfolk County Council for all Council buildings within Norfolk and the surrounding districts. *Please note that this includes schools, but excludes hospitals.*

This framework is also open for use by Norwich City Council, South Norfolk Council and The Forum Trust along with other district councils and public bodies within the Norfolk area.

## Supplier/pricing information

Full contact details of the awarded suppliers are shown highlighting the geographical region for which they are awarded.

Pricing, where provided, excludes VAT but includes all other service charges associated with delivery.

## How to order

By reference to **[www.espodealingdirect.org](http://www.espodealingdirect.org)** check you have the latest issue of the Contract Schedule. Contact Rosalie Parkin on **0116 294 4005** or email [r.parkin@espo.org](mailto:r.parkin@espo.org) with the completed customer access agreement, then you can contact your chosen supplier direct and place your order/enquiry, quoting **ESPO Contract 3054**.

## Performance

If you are unhappy with any aspect of the contract, please contact the ESPO Buyer, Rosalie Parkin on **0116 294 4005** or email [r.parkin@espo.org](mailto:r.parkin@espo.org)

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## Your contact at ESPO

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**Buyer (Strategic Procurement & Commissioning)**

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**Eastern Shires Purchasing Organisation,**

Barnsdale Way, Grove Park,

Enderby, Leicester

LE19 1ES

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## Your comments and questions

We value your comments and feedback about this ESPO framework agreement – how easy you find it to use, or suggestions you have for improving it. We will also endeavour to address to your satisfaction any complaints you have, including any problems you encounter in dealing with our contracted supplier

## 1. INTRODUCTION

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ESPO's framework agreement offers all public sector establishments throughout the UK a simple and effective route to selecting and implementing a variety of employee staff benefits.

The framework is essentially a select list of suppliers, all with a proven track record of delivering staff benefit services, from whom local authorities and other eligible UK public bodies may purchase services quickly and simply.

The framework has been advertised and established in full compliance with public procurement legislation. Therefore, by using the framework, customers are exempt from having to undertake any further advertising, supplier assessment or adherence to lengthy EU procurement procedures. So procurement costs and timescales are minimised.

The framework commenced on 1 December 2011 and will be in place for a period of three years (until 30 November 2014), with the option to extend for up to a further year thereafter.

### About ESPO

The Eastern Shires Purchasing Organisation (ESPO) is a local authority purchasing consortium operating throughout the Midlands and East of England. Based in Leicester, the organisation is owned jointly by seven local authorities – the county councils of Cambridgeshire, Leicestershire, Lincolnshire, Norfolk and Warwickshire, together with the unitary (city) councils of Leicester and Peterborough.

ESPO's objectives are to provide to its member and other client bodies a comprehensive, cost effective contracting and procurement service, covering a diverse range of commodities, products and services, as well as offering a complete and professional procurement consultancy, assisting clients with complex procurement projects.

Although our member authorities are all Midlands and East of England based, ESPO operates nationally, and many of the framework agreements which we arrange are available for use throughout the UK (including Northern Ireland). As a public sector body, we operate on a cost-recovery, not for profit basis, **you will not therefore be charged any fees for accessing this framework.**

ESPO is also a member of the Pro5 group of Professional Buying Organisations which includes the Central Buying Consortium (CBC), West Mercia Supplies (WMS), the North East Procurement Organisation (NEPO) and the Yorkshire Purchasing Organisation (YPO).

### Scope of framework

The framework is available for use by Norfolk County Council, Norwich City Council and the district councils surrounding Norfolk. This also includes Waveney District Council and other public bodies within Norfolk (including schools, but excluding hospitals who have their own arrangement).

The framework has been divided into 8 lots by area - Lot 1 – Norwich, Lot 2 – South Norfolk, Lot 3 – Great Yarmouth, Lot 4 – Broadland, Lot 5 – North Norfolk, Lot 6 – King's Lynn and West Norfolk, Lot 7 – Breckland, Lot 8 – Waveney.

## 2. PROCUREMENT PROCESS

*This section is simply background information, which may be of interest to people considering using the framework but who wish to understand a little more about the process ESPO followed when setting up the framework.*

A formal notice inviting expressions of interest from suitably experienced organisations was published in the Official Journal of the European Union (or 'OJEU') on 18 July 2011 (11/S138-229485) and an open tender procedure was conducted.

A detailed and thorough evaluation of tenders was completed by a panel of officers from ESPO. The evaluation criteria used were as follows:

Criterion	Weighting
Service Delivery	30%
Price	70%

The evaluation resulted in the selection of the top three highest scoring suppliers for inclusion in the framework for each area.

Please note ESPO reserves the right in exceptional circumstances to vary the composition of the framework. For example, if a supplier fails significantly to perform as required, then they may be removed from the framework (see section 4 monitoring the framework).

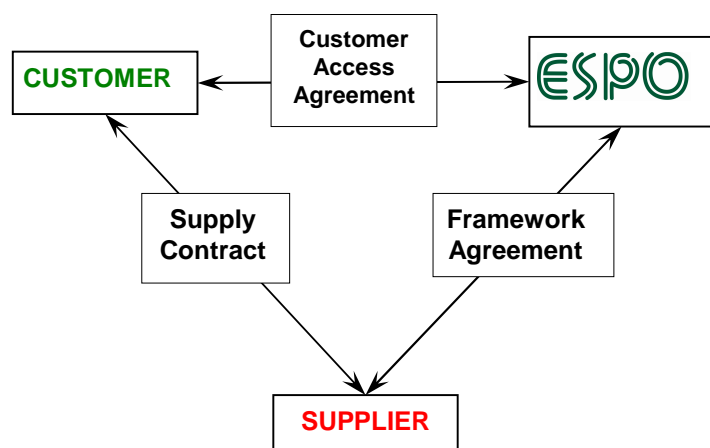
### Contractual Structure

The framework agreement between ESPO and the suppliers is in place for a period of up to three years, commencing 01 December 2011. **Please note, however, that the duration of individual contracts awarded under cover of the framework can be up to four years in length.**

A public body wishing to procure using the framework (the Customer) will enter into a Contract for window cleaning services under the pre-agreed terms and conditions. For a copy of these terms and conditions please contact ESPO as per the details on page 3.

Terms and conditions regulating the framework may be amended; however amendments must not vary substantially from the original terms and conditions, and must be agreed with the suppliers on the framework accordingly.

The contractual structure diagram illustrates the relationship between the parties to the arrangement.



## 3. HOW TO USE THE FRAMEWORK

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### 3.1 Benefits of using an ESPO Framework

- It's quick and simple to access. ESPO has already carried out a tender process which is fully compliant with UK and European Procurement Law, thereby saving you valuable time and resources with greatly reduced procurement timescales. There is no need to advertise the contract, and there are no minimum time periods within the process to which you must adhere.
- Suppliers listed on the framework have already been assessed for their quality, experience and technical and professional ability. Suppliers are also regularly re-checked to ensure that the required standards are maintained, giving customers confidence to purchase with minimal further vetting.
- Pre-agreed terms and safeguards underpin all contracts placed under the framework.
- Professional procurement support is always on hand from ESPO. Whilst the aim of the framework is to simplify the process by covering all procedural compliance matters on your behalf, it is recognised that sometimes specific guidance, advice or assistance may be required; this is always freely available from ESPO.
- The framework will be centrally managed and monitored by ESPO. In managing this contract on behalf of our customers, your views and requirements will be taken into account when reviewing and developing the framework.
- And finally – there is no charge for using the ESPO framework. ESPO's statutory obligations to recover costs of its operation are already separately covered, so you will not face any bills of any kind for ESPO services or for accessing the framework agreement.

### 3.2 Procuring window cleaning services from the Framework

Prior to procuring Customers should complete an Access Agreement (see page 13) and send it to ESPO (see *contact details on page 3*). ESPO will countersign and return to the Customer, confirming that the Customer is accessing this Framework and therefore verifying use of an OJEU compliant Framework, which can be helpful for Customers' internal records if audited).

Customers can then use the Framework in two ways when procuring window cleaning services, either:

- by **calling off** from the established Framework on the basis of the tendered prices submitted (see 3.2.1. below), or,
- where a comparison of the services is not able to be made with the information available, to re-open competition by way of a **further competition** (see 3.2.2 below)

#### 3.1.1 Calling off from the Framework

As described above, the Framework has been established with tendered prices for each Supplier, and tendered prices can be seen at Page 11.

These prices are applicable for the window cleaning services procured under the Framework, and in calling off from the Framework, Customers simply need to contact the Supplier they identify as being best value for money for the service(s) they require.

Customers will need to advise the Supplier (ideally by way of a specification or statement of requirements) of the service they need, and the timescale within which they want the services delivered.

### 3.1.2 Conducting Further Competition

Should the client be unable to determine which Supplier's service best meets their needs and offers best value for money from the information and prices contained within this document then the right is reserved for the client to re-open competition under this Framework<sup>1</sup>.

In order to adhere to The Public Contracts Regulations for re-opening competition, Customers should follow the steps outlined below:

- 1) The customer must invite all Suppliers who are parties to the Framework and who are capable of delivering the services. In procuring window cleaning services from the relevant Framework, the customer should invite all Suppliers within the district area of the Framework to participate (so for example, if the building is located in Norwich, all the awarded suppliers for Lot 1 – Norwich should be invited, but not those in lots 2, 3, 4 etc)
- 2) The customer should formulate a specification or statement of requirements, containing full details of the service required. This should include any important timescales within which the service should be delivered.
- 3) The customer must send the specification to all Suppliers within the area, either in writing or by email) inviting them to submit a tender. Customers must set a time limit for the submission of written responses.
- 4) The written responses should be kept confidential until the tender return deadline has passed.
- 5) The contract shall be awarded on the basis of 'Most Economically Advantageous Tender' (i.e. the tender that will bring the greatest benefit to the Council having taken a number of factors into consideration, including quality and cost.)

*In the event that a Customer is unable to determine whether calling off or further competition is most appropriate for them, the client should in the first instance contact ESPO to seek further advice. Contact details are given on page 2 of this guide.*

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<sup>1</sup> In accordance with regulation 19 (8) of The Public Contracts Regulations 2006

## 4. MONITORING THE FRAMEWORK

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As this is a framework where customers can just call off (rather than having to conduct any further competitions), ESPO will not be involved in the day-to-day management of the suppliers and the services they provide.

ESPO will however be closely monitoring the progress and performance of the arrangements throughout the entire duration of the framework to ensure that customer needs are being adequately met.

In monitoring the contract, any feedback you wish to provide should be sent to ESPO (as the contact details on page 3 of this document). The feedback may be in any format.

Please note ESPO reserves the right in exceptional circumstances to vary the composition of the framework. For example, if it is found a supplier fails significantly to perform as required, then they may be removed from the framework.

### *Other frameworks you may be interested in...*

- **347 - Security Services**

A regional framework for adhoc or planned security requirements, such as:

- Key holding and Response services
- Manned Guarding and Mobile Patrols

The services delivered under this contract are to be provided by experienced staff, fully trained in the services they are providing, and in accordance with:

- The National Security Inspectorate (NSI) guidelines, which is a Security Industry Authority (SIA) Assessing Body for the Approved Contractor Scheme (ACS)
- BSI 7858 and/or equivalent (The British Standard for security screening of individuals in a security environment)
- BS 7984 or equivalent (The British Standard for key holding and response services)
- Licensed by Security Industry Authority (SIA)

- **306 – PAT Testing**

A national framework for an inspection and testing service for all portable appliances in accordance with the 'Electricity at Work Regulations 1989' and the IEE Code of Practice for In-Service Inspection and Testing of Electrical Equipment.

For further information on these frameworks and many more, please log onto  
[www.espodealingdirect.org](http://www.espodealingdirect.org)



## 5. WHAT THE FRAMEWORK COVERS

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*This section contains full details of the specification used to tender for window cleaning services for Norfolk, Norwich and the districts. Suppliers on the framework should adhere to the guidelines laid out in this specification as part of their contract. Any specific requirements in addition to those listed below should be discussed and agreed with the individual supplier.*

### 5.1 SPECIFICATION - General Requirements for Lots 1, 2, 3, 4, 5, 6, 7, 8

- 5.1.1 To clean all external windows, glazed doors and other glazed areas at sites specified within Appendix B (or specified by the customer)
- 5.1.2 The work required under this window cleaning contract includes the entire building or buildings at each of the sites named in Appendix B (or specified by the customer).
- 5.1.3 Work will involve working from ladders at sites and for this two window cleaners should be on site at all times.
- 5.1.4 Windows should be cleaned inside and out in accordance with schedule of works.
- 5.1.5 Frames should be wiped and any cobwebs removed.
- 5.1.6 All window cleaners must have a means of contacting their line manager in case of emergency.
- 5.1.7 All water and chemicals used must be disposed of in the correct manner to not harm the environment.
- 5.1.8 All staff will be required to have CRB checks undertaken.
- 5.1.9 Some sites have Site Managers and window cleaners will be expected to check in with these bodies before commencing work on site
- 5.1.10 Cleaning frequency will vary depending upon the Customer and individual establishment, although it is anticipated that no site will be cleaned more than four times per annum.
- 5.1.11 The actual dates of cleaning will be agreed between the Customer and the contractor.
- 5.1.12 The Customer will provide free of charge all utilities (water, electricity, etc) which the contractor may reasonably require in order to carry out the cleaning, but will not supply any other equipment or materials.
- 5.1.13 The contract will commence in November 2011 and will be in place for an initial period of three years. The Council may agree to extend the Contract for up to a further year. The Contract may however be terminated at any time if the contractor's performance is not satisfactory and no other remedy can reasonably be found.

### 5.2 Working methods and codes of practices

- 5.2.1 Windows are generally to be cleaned where reasonably practicable from the contractor's ladders; standing upon the outside window-sills is to be avoided as far as possible. In every case where it is found necessary for a workman to stand upon an outer window sill the contractor is to provide such workman with proper and sufficient means to prevent him from falling.
- 5.2.2 Strict health and safety protocol must be followed at all times and tenderers should ensure they follow the guidelines as specified in Appendix A of this document.
- 5.2.3 Any COSHH requirements or protective clothing are the responsibility of the contractor.

- 5.2.4 Any problems on site involving overgrown shrubs/trees making access difficult should be reported immediately.
- 5.2.5 Any work not carried out due to inclement weather conditions should be done at the earliest convenience and should be agreed with the contract administrator.

### 5.3 Reporting

- 5.3.1 Each site will have a nominated site manager for the purposes of approving the standard of work prior to invoice.
- 5.3.2 Each provider should ensure that the work carried out has been to a satisfactory standard and that approval of the nominated site manager has been given.
- 5.3.3 Failure to get approval from the nominated site manager may lead to unpaid invoices. It is the providers responsibility to get approval from a named individual who can verify the work was completed.
- 5.3.4 All purchase orders should be sent to the contract administrator at the end of each month.
- 5.3.5 The contract will be reviewed on an annual basis unless otherwise agreed.

### 5.4 Problem Solving

- 5.4.1 Any problems arising on sites should be reported immediately by the window cleaners to their own line manager, who will contact the contract manager / administrator.
- 5.4.2 Any complaints received will go to the contract manager / administrator who will contact the window cleaning manager direct via email / fax / telephone.
- 5.4.3 All complaints are logged and should be dealt with within 48 hours. All complaints will be signed off by the managers.
- 5.4.4 If complaints are not dealt with in a satisfactory time or the result does not solve the problem a default notice will be served by the contract manager / administrator.

### 5.5 Training and maintenance

- 5.5.1 All staff should have trained in all aspects of health and safety and in particular working from ladders. Training records may be requested.
- 5.5.2 Maintenance of all equipment used on site remains the responsibility of the contractor.
- 5.5.3 There is to be no charge to the Customer for maintenance of equipment or products used on site.

### 5.6 Invoicing

- 5.6.1 A monthly invoice is to be submitted to the relevant Council.
- 5.6.2 All District councils will need to be invoiced separately.
- 5.6.3 All Councils have a separate payment process, which will be communicated with the successful suppliers after award.
- 5.6.4 A purchase order will be raised and sent to the supplier to action the work (for each job).

## 6. AWARDED SUPPLIERS & PRICES

The table below shows the three highest scoring awarded suppliers for each district in Norfolk and their associated hourly rates.

3054 WINDOW CLEANING RATES	MAPLE LEAF	MR BRIGHT	NORSE	STULEE
Lot 1 - Norwich	£11.00	£13.00		£10.00
Lot 2 – South Norfolk	£12.00	£13.00		£10.00
Lot 3 – Great Yarmouth	£12.00	£13.00		£10.00
Lot 4 - Broadland	£12.00	£13.00		£10.00
Lot 5 – North Norfolk	£12.00	£13.00		£10.00
Lot 6 – King's Lynn and West Norfolk		£12.00	£15.00	£10.00
Lot 7 - Breckland		£12.00	£15.00	£10.00
Lot 8 - Waveney		£13.00	£15.00	£10.00

*All costs associated with service delivery are included in the prices above. The Councils using this framework should not accept charges for any other additional costs under the contract (excluding bank holidays).*

### Supplier Contact Details

<b>Mapleleaf Cleaners Ltd</b>  Adam Bunton, Operations Manager  21 Hellesdon Park Road, Drayton High Road, Norwich, NR6 5DR,  01603 406111  <a href="mailto:adam.bunton@mapleleaf-cleaners.com">adam.bunton@mapleleaf-cleaners.com</a>	<b>Mr Bright's Ltd</b>  Marcus Mallett, Managing Director  Muskegon House, 327 Wootton Road, Kings Lynn, Norfolk, PE30 3AX,  01553 773209  <a href="mailto:mmallett@brightscleaning.com">mmallett@brightscleaning.com</a>
<b>Norse Commercial Services Ltd</b>  Matt Wilby  280 Fifers Lane, Norwich, Norfolk, NR6 6EQ,  01603 894100  <a href="mailto:matt.wilby@ncsgrp.co.uk">matt.wilby@ncsgrp.co.uk</a>	<b>Stulee Ltd</b>  Lee James, Director  The Old Bake House, London Road, Derreham, Norfolk, NR19 1AF,  01362 852175  <a href="mailto:enquiries@stulee.co.uk">enquiries@stulee.co.uk</a>

## 7. IMPLEMENTATION – WHAT DO WE DO NEXT?

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*This article explains what steps to take to use the framework.*

### **1. *Decide whether to call off or conduct a further competition***

Customers can simply select a Supplier from the framework and use the hourly rates

OR

if the requirement is for a number of properties, Customers can conduct a further competition and get a quote based specifically on their requirements from the three suppliers in each lot (following the guidelines on page 7).

### **2. *Complete the Access Agreement and send to ESPO***

The access agreement can be found on the final page of this user guide. Please list the supplier you have chosen, whether you have selected via a call off or completed a further competition and how much you are spending with that supplier, in addition to any savings made.

We will counter sign this document and return to you for your records.

*It is recommended that you should keep a copy of the access agreement to demonstrate that this service was procured through a framework, in case of audit requirements.*

## 8. CUSTOMER ACCESS AGREEMENT

### ESPO Framework Agreement for WINDOW CLEANING - 3054

#### To be completed by the customer

*Before conducting any activity under this framework, please complete this form and return it to ESPO.*

**AGREEMENT:** I confirm that the organisation detailed below intends to participate in the above-mentioned ESPO framework agreement, and that in doing so will act in accordance with the guidance and instructions set out in the relevant ESPO User Guide, and in accordance with the Public Contracts Regulations 2006.

Signature:	
Date:	
Name of person signing this form:	
Position:	
Name of authority, council, etc:	
Address:	
Telephone:	
E-mail:	
Name of supplier chosen	
How was supplier chosen? (Call off or FC?)	
Requirement (i.e. one property or a group?)	
Value of award?	
Value of savings made?	
Reason for using the framework (i.e. better rates etc)?	

To return this form, please post it to **ESPO (Strategic Procurement & Commissioning)**  
**Barnsdale Way, Grove Park**  
**Enderby, Leicester, LE19 1ES**

Alternatively, please fax to **0116 294 4398** or email to **r.parkin@espo.org**

#### ESPO ACKNOWLEDGMENT (To be completed by ESPO)

Name:		Position:	
Signature:		Date:	