

**CITY OF  
WOLVERHAMPTON  
C O U N C I L**

**Appendix 1 ITT**

**INVITATION TO TENDER FOR WINDOW CLEANING  
SERVICES**

**Contract Number CWC20122**

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## 1 Introduction

Wolverhampton City Council and Wolverhampton Homes require a competent provider for the provision of a window cleaning service within the Wolverhampton area.

The number of establishments covered and frequency of visits under the contract may vary throughout the contract period, any changes to the frequency must be formally agreed by the Council and must be notified in writing and a minimum of three (3) months notice will be given. The contract will include properties of both Wolverhampton City Council and Wolverhampton Homes.

The site lists for both Wolverhampton City Council and Wolverhampton Homes are detailed in the Pricing Schedule.

The successful provider will be required to fulfil the complete contract in full for both Wolverhampton City Council and Wolverhampton Homes.

The City of Wolverhampton Council estate portfolio incorporates a total of 352 buildings and land with a variety of services provided for each. The buildings have various uses but primarily fall into the following categories:

- Colleges, schools and associated educational centres – 187 nr.
- External grounds, recreational centres, public conveniences, cemeteries – 56 nr.
- Residential – 9nr.
- Commercial including offices – 77.nr
- Courts, museums, galleries, theatres and libraries – 16nr.
- Markets, depots, industrial units – 7nr.

Wolverhampton Homes portfolio includes the below approximately;

- Two storey Four in block 264
- Three storey Six in block 219
- Two storey Six in block 118
- Two storey Two in block 50
- Four storey Eight in block 23
- Three storey Three in block 13
- Three storey Fifteen in block 13
- Three storey Twelve in block 12
- Hi Rise Block 12
- Three storey Nine in block 12
- Former Sheltered Scheme 12
- Four storey Nine in block 11
- Other Categories (See Schedule of Rates) 140

This contract will not be divided into separate lots. The estimated total annual expenditure for this contract is £105,000. However, this figure is an estimate and should not be taken as a guaranteed level of business.

## **2 Contract term**

The contract will be for a period of 4 years with an option to extend for a further 1 year. The contract is expected to commence on 12 February 2021.

The contract will be based on satisfactory performance of the tenderer as identified via key performance indicators. The total contract term will not exceed 5 (Five) years

## **3 Essential Criteria**

All documents must be completed in English.

All Prices submitted must be in Pounds Sterling and exclude Value Added Tax.

Variant bids will not be accepted.

The Council reserve the right to retain all proposals from bidders.

It is the responsibility of tenderers to submit bids in compliance with the rules of the ITT, Specification and Contract Terms and Conditions.

It is an express condition of this Invitation to Tender (ITT) that Tenderers must unequivocally accept the ITT, Specification and Contract Terms and Conditions. Returning a completed Bid confirms your acceptance of this condition.

Evasive, unclear, hedged or qualified Tenders, at the Council's discretion, will be taken as a rejection by the Tenderer of the terms set out in this ITT and will cause the Tenderer's Tender to be rejected as non-compliant.

Tenderers are responsible for ensuring that all information supplied is accurate and current and in accordance with the requirements of this ITT, to ensure the Council has the correct information to make the evaluation.

In submitting its responses, the Tenderer warrants, represents and undertakes to the Council that it has full power and authority to respond to the Tender Pack and to perform the obligations in relation to the contract and will, if requested produce evidence of such to the Council's reasonable satisfaction.

The Council will publish in an anonymised format, all queries submitted and the Council's responses to such queries for the benefit of all Tenderers.

Any questions deemed to be commercially confidential should be clearly marked and the Council will decide in its absolute discretion whether the question submitted and the Council's response to the question are commercially confidential or whether they should be made available to all Tenderers. In such circumstances the Tenderer will be notified and given the option to withdraw the query within 2 days.

All tenderers will be treated equally, and tender responses will be assessed objectively with transparency throughout the evaluation process.

The Council will carry out an initial examination of the Tender Responses it receives to ensure compliance and completeness.

In particular, the tenders will first be reviewed to ensure that:

- The Tender has been submitted in accordance with the Council's requirements/ instructions which have been notified to Tenderers; and
- The Tender is sufficiently complete to enable the Tender to be evaluated in accordance with the evaluation methodology.

Tenders that are non-compliant with the requirements of this ITT will be rejected at this stage without further evaluation.

All Tenders which pass the compliance check will be subject to full assessment and evaluation.

The Council will evaluate each tender against the award criteria. The award criteria are made up of two sections:

- The quality section, which evaluates how suppliers propose to deliver the service; and
- The commercial section, which evaluates the price this is only evaluated once the quality evaluation has been completed

The Council may seek clarification from individual Tenderers in order to assist its understanding of a given tender and where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly and in a clear manner. Vague or ambiguous answers are likely to score poorly or render the tender non-compliant. Information submitted by the tenderers via the portal in response to clarification questions will be taken into account when evaluating the tenders.

The successful Tender Response will be that which is found to be the most economically advantageous tender, having achieved the highest score following evaluation and scoring in accordance with the award criteria and scoring methodology in this document.

All information conveyed within a Tenderer's tender response will be relied upon as being true and accurate and can form a direct part of the contract or be the subject of contractual commitments. If any of the information given within a Tenderer's tender response is subsequently identified as being inaccurate, this will exclude that organisation from further consideration pre-contract award. In the event of such an eventuality post contract award, the Council reserves any right of termination and other remedies which may arise.

At the point of contract award and during the contract term, the successful Tenderer will be required to provide copies of the documents relevant to the Standard

Selection Questionnaire (SSQ) e.g. Insurance Certificates and any other supporting documents.

If the Tenderer becomes aware of any circumstance that would have an impact on its response it shall immediately inform the Council in writing.

The tenders shall remain open to acceptance for a period of 120 days from the closing date for the receipt of tender submissions.

#### **4 TUPE**

The Council envisages that TUPE will apply to the staff working on the current service with the current provider.

The Council envisages that the staff working on the current service shall transfer to the Contractor or its subcontractors, under TUPE along with the Services.

These employees are currently employed by the incumbent supplier ("Third Party Employees").

Provisional lists of the Third-Party Employees shall be released to tenderers following return of the completed Certificate of Confidentiality

.

#### **5 Confidentiality and Copyright**

Tenderers must treat the tender documents and all details contained therein, as private and confidential. If for any reason you have received this document in error, the Council request that you destroy the document immediately.

Tenderers should note that the Council is subject to the Freedom of Information Act 2000. The Council may therefore be required to disclose any information you provide to the Council under the Freedom of Information Act 2000 unless the Council can establish that it is both commercially sensitive and that the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

In any case, the Council reserve the right to make publicly available any information submitted by any Tenderers in response to this ITT, except where:

- it refers to individual customers or members of staff; or
- it is genuinely commercially confidential and clearly marked as such.

During the tender period, the Council will not disclose to any person (apart from their professional advisers) genuinely commercially sensitive or confidential information communicated as such to them by any tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.

Tenderers are required to keep confidential to themselves and their professional advisers all information provided to them. If in doubt as to whether information is confidential (or whether it may be disclosed), Tenderers should seek clarification from the Council.

During the debrief, the tenderer's actual scores against the selection criteria may be provided to the tenderer but not those of other tenderers.

Copyright in this ITT and any documentation issued with it belongs to the Council. Tenderers should either return this ITT and supporting documentation at the conclusion of the procurement (if the Council so directs) or destroy it.

## **6 Invoicing and Payments**

The Council operates a 'no purchase order = no invoice paid' policy. Excluding pre-authorised exceptions, all invoices presented to the Council must quote an official purchase order number. If an official purchase order number is not included on the invoice, it will not be paid and will be returned to the supplier.

All suppliers are required to invoice the Council electronically to enable the Council to process invoices in the most efficient way.

The goods and/or services you supply must have been delivered to the Council and the delivery must be registered on the Council's system (goods receipted) for you to be paid. Council employees have been instructed that all goods and services must be receipted for payment to occur.

All invoices presented to the Council must include the following:

Supplier name, address, official purchase order number, VAT registration number (if VAT registered), invoice number, date, item number and description, net price, VAT breakdown and gross price.

Supply us with an email address which we will use to send your purchase orders to you. You can do this by emailing us at [purchaseorders@wolverhampton.gov.uk](mailto:purchaseorders@wolverhampton.gov.uk) with the relevant address or completing an online form at [www.wolverhampton.gov.uk/supplierinformation](http://www.wolverhampton.gov.uk/supplierinformation).

Do not accept an order from the Council without an official purchase order number  
Always quote purchase order numbers when invoicing Wolverhampton City Council  
All invoices must be sent electronically via the agreed process to:

Wolverhampton City Council;

[cwc.invoices@proactivecapture.com](mailto:cwc.invoices@proactivecapture.com)

Wolverhampton Homes;

[WH.Invoices@proactiscapture.com](mailto:WH.Invoices@proactiscapture.com)

The Supplier shall issue electronic invoice monthly in arrears. The Council will pay the Supplier within thirty calendar days of receipt of a valid undisputed invoice, submitted in accordance with the above provisions.

## 7 Questions and Clarifications

Tenderers may raise questions or seek clarification regarding any aspect of this Tender at any time prior to the Tender Clarification Deadline in the Tender Timetable.

Clarifications should be raised through the ProContract e-tendering portal only.

The Council will not enter exclusive discussions regarding the requirements of this Tender with Tenderers.

To ensure that all Tenderers have equal access to information regarding this Tender, the Council will publish all its responses to questions raised by tenderers on an anonymous basis to all Tenderers.

## 8 Right to Cancel Or Vary The Tender

The Council reserves the right:

- to amend, clarify, add to or withdraw all or any part of the Tender at any time during the Tender;
- to vary any timetable or deadlines set out in the timetable below;
- To abandon the tender process at any stage

## 9 Tender Timetable

<b><u>Milestone</u></b>	<b><u>Date</u></b>
Tender Advertised in OJEU	9 <sup>th</sup> October 2020
Site Visit Request Deadline	By 17:00 26 <sup>th</sup> October 2020
Site Visit Deadline	By 17:00 29 <sup>th</sup> October 2020
TUPE Confidentiality Agreement Deadline	By 17:00 29 <sup>th</sup> October 2020
Tender Clarification Deadline	12:00 noon 30 <sup>th</sup> October 2020
Deadline for the Council to respond to clarifications	12:00 noon 2 <sup>nd</sup> November 2020
<b>Tender submission deadline</b>	<b>12:00 noon 9<sup>th</sup> November 2020</b>
Proposals Evaluated	By 30 <sup>th</sup> November 2020
Provisional Contract award	15 <sup>th</sup> December 2020
Formal Award	4 <sup>th</sup> January 2021
Contract signed	5 <sup>th</sup> January 2021
Go live	12 <sup>th</sup> February 2021

## 10 Award Criteria

The award process will be as follows:



The highest scoring tenderer will be awarded the contract.

The overall award criteria for this Contract has been set at: -

- Quality 22.5%
- Social Value 7.5%
- Price 70%

<b>PRICE</b>	70% - the lowest price will receive full marks (70%) and the other tenderers prices will be awarded weighted scores in proportion to their variance from the lowest price.
<b>NON PRICE (QUALITY AND SOCIAL VALUE)</b>	30% - which will be split over the sub criteria in questions <ul style="list-style-type: none"> <li>• Method Statement (7%)</li> <li>• Methodology (3%)</li> <li>• H&amp;S (6.5%)</li> <li>• Internal Audits (2%)</li> <li>• Complaints Procedure (2%)</li> <li>• TUPE (2%)</li> <li>• Social Value (7.5%)</li> </ul>

#### Price Weighted Price Criteria:

The evaluation of this section will be against the total contract value included in the pricing schedule (**11 - CWC20122 - Schedule of Rates FINAL**).

How we will evaluate your Tender - Price (Example 30% weighting for Price).

Pricing evaluation will be calculated on the following basis:

- the lowest bid will be scored 100% of the Weighting (stated on the e-tendering System).
- Other prices will be scored pro-rata as below.

Lowest Price x Price Weighting  
Your Price

- Bid 1 £100,000 scores 100% of the weighting therefore 30%
- Bid 2 £120,000 so  $\frac{£100,000}{£120,000} = 83\%$  x weighting 30 = 24.9
- Bid 3 £150,000 so  $\frac{£100,000}{£150,000} = 67\%$  x weighting 30 = 20.1
- Bid 4 £200,000 so  $\frac{£100,000}{£200,000} = 50\%$  x weighting 30 = 15.0

In the event of two or more tenders being awarded the same total the Council shall choose the tender with the lowest price.

Tenderers are required to be able to supply a minimum of 100% of items in the Core Product section of the Pricing Schedule (**11 - CWC20122 - Schedule of Rates FINAL**), any tenders received with omissions may be deemed non-compliant and excluded from the evaluation process.

The Council may require justification of the submitted costs if these are considered to be abnormally low. The Council reserves the right to seek from the Economic Operator any evidence or justification of such fees as it sees fit. If an Economic Operator is unable to provide a satisfactory justification, the Council may reject the tender proposal as being non-compliant.

Criteria	Percentage
Total contract value from the pricing schedule	70%
<b>Total</b>	<b>70%</b>

#### **Quality Weighted Service Criteria:**

The evaluation of this section will be against information included in the response to the specification and related questions.

The evaluation of a written submission will be carried out in accordance with the parameters set in the Instructions to Suppliers 18.3.19 included in Part 1 Instructions & General Information of this ITT.

If a response to a quality question is scored **0** then it may be deemed that the tender submission as a whole is not acceptable.

### **11 Minimum Acceptable Standards (Pass/Fail Criteria)**

Tenderers must provide a response to the Minimum Acceptable Standards section included below.

Tenderers should note that this section will be assessed on a Pass/Fail basis. Therefore, if a Tenderer cannot or is unwilling to answer 'Yes', their Tender Submission will be deemed non-compliant and will be excluded from further consideration.

It is an express condition of this ITT that Tenderers must accept the ITT/Contract Terms and Conditions. Returning a completed Tender Submission confirms your acceptance of this condition.

Question ID	Minimum Acceptable Standards Criteria	Weighting
1.0	Please confirm your organisation can provide the full scope of requirements of this contract.	Pass/Fail
1.1	Please provide a comprehensive suite of Risk Assessments.	Pass/Fail
1.2	Providers must be able to offer a safe system of working on this contract considering these factors.  Providers unable to offer a viable and safe solution to complete this contract may be rejected at the tender stage.	Pass/Fail

	Please provide details of how your organisation will offer a safe system of working this contract.	
1.3	Please confirm you accept the Terms and Conditions proposed in section 4.4.1	Pass/Fail

## 12 Weighted/Scored Quality Questions

The evaluation of this section will be against information included in the response to the specification and related questions.

The evaluation of a written submission will be carried out in accordance with the parameters set in the Instructions to Suppliers 18.3.19 included in Part 1 Instructions & General Information of this ITT.

Word Limits are provided for each question; The word count against each question is a maximum of 2000 words. Responses that exceed the word limit will only be scored up to the word limit point. Tenderers can write less.

All submissions should be submitted in Arial font, size 12. Any appendices (ie. policies etc.) will be in addition to this and they must be specified within the question.

When completing the technical questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular technical questions or question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses.

Each technical question will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender Submission.

If a response to a quality question is scored “0” (Zero) then it may be deemed that the tender submission as a whole is not acceptable.

Question ID	Criteria	Weighting
Quality Criteria (22.5%)		

1	<p><b>Method Statements</b> - Please provide a comprehensive method statement for the process of your window cleaning service for each type of building identified in the pricing schedule for City of Wolverhampton Council and Wolverhampton Homes. This should reference the full range of buildings from single storey to multi-storey that will form part of this contract.</p>	7%
2	<p><b>Methodology</b> - Please provide your detailed methodology how your organisation will complete the scope of the contract considering the different requirements of both City of Wolverhampton Council and Wolverhampton Homes. Your submission must consider, but not be limited to;</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety</li> <li>• Environmental factors</li> <li>• Other items you consider essential in your submission.</li> </ul>	3%
	<p><b>Health and Safety</b> – This question is divided into three sections.</p> <ol style="list-style-type: none"> <li>a) Identify your source(s) of competent health and safety advice, including access to occupational health services, that the organisation uses, detailing individual names, qualifications and experience.</li> <li>b) Provide details of your organisations systems for proactive and reactive monitoring health and safety performance. How does your organisation review its occupational health and safety performance periodically to assess progress against targets, set new priorities and report to internal and external stakeholders. Describe how the results of reviews inform the business planning process. Include a copy of any current organisational health and safety action plans as a separate appendix to your response.</li> <li>c) How does your organisation use risk assessment to identify appropriate control measures for significant risks to health and safety and ensure that results are integrated into business process. As part of your response please provide;               <ol style="list-style-type: none"> <li>a. A copy of your health and safety policy document. Accident and sickness absence records for the past five years.</li> <li>b. Records of any enforcing authority enforcement action over the last 5 years. This should include health and safety, environmental and fire safety issues.</li> <li>c. Records of training and training policy.</li> </ol> </li> </ol>	6.5%

	d. The number and type of staff responsible for health and safety on this contract with details of their qualifications and duties.	
<b>3</b>	<b>Internal Audits</b> - Please demonstrate how you would monitor the performance of your operatives and how you would report this back to the service users as part of a service review. This should include, in part, your companies training methods, policies and ongoing service improvement initiatives.	2%
<b>4</b>	<b>Complaints Procedure</b> - Please provide details of your complaints procedure and how you would respond to a complaint about the service provided and all the steps taken to resolve the issue to yours and the customer's complete satisfaction.	2%
<b>5</b>	<b>TUPE</b> - As TUPE applies to this contract please confirm principles followed in TUPE and experience of transferring staff into and out of your company according to TUPE principle	2%
<b>Social Value Criteria (7.5%)</b>		
<b>1</b>	Wolverhampton Homes and the Wolverhampton City Council are seeking opportunities for social improvements through procurement. Please give 2 recent examples of how your organisation has helped disadvantaged groups and the long-term unemployed such as ex-offenders and NEETS (Not in Education, Employment or Training) and/or has supported groups such as Apprentices and individuals on work experience.	2.5%
<b>2</b>	Wolverhampton Homes and the Wolverhampton City Council are committed to supporting tenants and the wider community in terms of the local economy, environment, employment and corporate social responsibility. Please provide details of how your company will actively contribute to the delivery of these key objectives.	2.5%
<b>3</b>	As this contract is to be delivered in an area of high residential density, it is important that the contractor engages with the local community as it seeks to successfully deliver the contract. Please provide 2 recent examples of previous projects where you have engaged with a local community during the successful delivery of a project similar to this requirement in a similarly built up area to the city of Wolverhampton.	2.5%

<b>Total</b>		<b>30%</b>

### 13 Submit a Tender

In order to submit a tender for this procurement, you are required to upload your tender electronically through the portal and ensure you click to **'submit response'**, prior to the tender closing date and time.

### 14 Bid Costs and Loss of Profits

Bidders shall bear their own costs and in no circumstances whatsoever shall the Council become liable for any bidding costs, nor shall the Council be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a bidder as a result of that bidder not being awarded one or more Contracts pursuant to this procurement process. The Council shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.