



PORTLAND
TOWN COUNCIL

PROJECT TITLE

Cleaning Services Contract

**Public Conveniences on behalf of
Portland Town Council**

Schedule 4: Specification

Part 1: Preambles

Scope of Services

- 1.1 The scope of the Services required is for cleaning Services for the following facilities operated by Council:
- Easton Gardens – Public Convenience
 - Fortuneswell – Public Convenience
 - Portland Bill – Public Convenience
 - Yeates Road – Public Convenience
- 1.2 The full details of the sites can be found in the accompanying Schedule 1 with Schedule 2 providing details on cleaning frequencies. The Council reserves the right to add or remove specific sites or facilities during the term of the contract, and any changes would be informed by the accompanying price schedule.
- 1.3 In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:
- i. 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.
 - ii. Responsible for the Health and Safety of their employees and the public liability towards occupants to premises service users and the general public. Evidence of compliant health and safety training including Control of Substances Hazardous to Health (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.
 - iii. 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.
 - iv. 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.
 - v. Keep a record of all risk assessments and Control of Substances Hazardous to Health (COSHH) data for all cleaning chemicals used, and to supply a copy to the Council upon request.
 - vi. Ensures that none of its employee's smoke or vape in any Council facility.
 - vii. Maintain its own public liability insurance for the duration of the Contract.
 - viii. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
 - ix. 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.

- x. Be responsible for unlocking the public conveniences and locking the public toilets at the end of their opening hours (closing times are subject to change). 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.
- xi. 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

- 1.4 Storage cupboards or corridors are available for the Contractor's use in each premises. 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

- 1.5 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

- 1.6 Details on the public convenience sites, including Opening Hours (summer / winter) are included in the accompanying schedules.
- 1.7 Where the Contractor is responsible for locking / unlocking facilities, e.g. public conveniences they 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.
- 1.8 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.
- 1.9 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.
- 1.10 The Services provided are in operational facilities which are open during the day and therefore have either staff, service users and / or general public. 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:
 - i. Vulnerable Adults;
 - ii. Visitors to the premises who may be unaware that work is being carried out;
 - iii. Persons with visual, hearing or mobility impairment;
 - iv. On occasions potentially violent, abusive or aggressive persons;
 - v. Persons with limited understanding of the English language;
 - vi. Persons with particular requirements because of their ethnic, religious or other backgrounds.

Public Conveniences - Unlocking and Overnight Closures

- 1.11 All Public Conveniences shall be unlocked by the Contractor and available for use each day in line with the opening hours approved by the Council. 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).
- 1.12 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.
- 1.13 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.
- 1.14 Opening dates/ 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 / Council for approval.
- 1.15 For the purposes of this Contract 'Summer' shall generally mean the period from 1 March to 31 October in any year. 'Winter' shall therefore generally mean the period from 1 November to 28 February.

Security

- 1.16 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.
- 1.17 The Contractor's Operatives will be required to ensure that they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.
- 1.18 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

- 1.19 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.
- 1.20 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

- 1.21 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:
- i. Toilet rolls shall be two ply, soft recycled paper or as agreed with the Council.
 - ii. Soap dispensers and “Wallgate Units (or similar)” should be refilled with an appropriate soap so as not to result in the dispenser becoming clogged and unusable;
- 1.22 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 and unnecessary wastage and carbon emissions in line with the Councils declared Carbon and Ecological emergency.

Health and Safety matters

- 1.23 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:
- i. Health & Safety at Work Act 1974
 - ii. Management of Health & Safety at Work 1999
 - iii. Provision & Use of Work Equipment Regulations 1998
 - iv. Care of Substances Hazardous to Health 2002
- 1.24 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.
- 1.25 The Contractor will also be required to comply with the Council Health and Safety Policy - section 4 page 15 (please see appendix 1).

Substances:

- 1.26 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.
- 1.27 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.
- 1.28 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:

- 1.29 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.

- 1.30 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.
- 1.31 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:

- 1.32 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.
- 1.33 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:

- 1.34 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.
- 1.35 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.

Risk Assessment

- 1.36 Prior to commencing any work, a thorough risk assessment must be undertaken by the Contractor. This assessment should identify potential hazards, evaluate the risks associated with these hazards, and implement control measures to mitigate identified risks. The risk assessment must be documented and available for review by the Council's Authorised Officer upon request.
- 1.37 In addition, the risk assessment must be updated regularly or whenever there are significant changes to the work environment, procedures, or following an incident.
- 1.38 Risk assessment must be made known and readily available to Contractor's Employees to refer to.

Reporting of Incidents and Hazards:

- 1.39 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. The Contractor will also be required to notify the Council of any damage or vandalism on the sites / facilities. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Personnel Protective Equipment (PPE):

- 1.40 The Contractor will ensure that 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.

Electrical Equipment:

- 1.41 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:

- 1.42 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:

- 1.43 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:

- 1.44 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

- 1.45 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.
- 1.46 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.
- 1.47 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.

- 1.48 The Contractor must ensure that they use the correct clinical sacks and Sharps Boxes for the containment of clinical waste. 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.

Lone Worker

- 1.49 In the event of workers working alone the Contractor must have a documented lone worker policy which sets out clear guidelines and measures to ensure the safety and well-being of the worker. This policy should address risk assessments, communication systems, emergency procedures, and regular check-ins. It is essential that lone workers are provided with adequate training and support to handle any potential hazards they might encounter while working alone.

Contractor Employee Personnel

- 1.50 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).

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Part 2: Specific requirements - Cleaning Services / Standards

- 2.1 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:
- 2.2 Core cleaning services would be general cleaning of all internal surfaces (floors, walls, doors, sills, 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
 - Cleaning of communal entrances, exits, doors, door glass, door mats
 - Needle clearance
 - Clearance of bodily fluids
 - Annual deep cleansing of each site and associated facilities
 - Removal of chewing gum

Service Cupboards

- 2.3 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

- 2.4 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:
- Light fittings (other than removal of dust / cobwebs etc.)
 - Dead animal removal and disposal
 - Hard surface cleans to remove algae / organic detritus
 - Pressure cleaning of hard surfaces
 - Fly tipping
- 2.5 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.
- 2.6 Where additional cleaning is necessary due to exceptional use of facilities or some other reason, the Council shall instruct the Contractor accordingly.
- 2.7 From time to time the Authorised Officer may require additional 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

- 2.8 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

- 2.9 As part of the cleaning function, the Contractor shall deal with minor maintenance and / or repair items as necessary. This may include (but not limited to):
- i. Unlocking a cubicle door which has been deliberately locked but left empty
 - ii. Clear a toilet blockage that can be cleared with a toilet plunger or similar implement
 - iii. Clear a main / drains blockage that can be cleared by rodding or similar
 - iv. Lack of flush - Examine the cistern unit to ensure that the flush handle has not become detached from the mechanism
 - v. Minor maintenance including (but not limited to) repair / replacing of locks, cubicle locks, toilet seats, toilet roll holders, hand soap dispensers, etc
- 2.10 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

- 2.11 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

- 2.12 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.
- 2.13 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

- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 Toilet rolls, hand towels and soap must be replenished to meet daily needs.
- 2.19 All other surfaces, walls, light fixtures and fittings must be clean and free from dust, dirt, cobwebs, loose particulate and staining.
- 2.20 All pipework should also be cleaned to the above standards.
- 2.21 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.
- 2.22 Ceilings 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.
- 2.23 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.
- 2.24 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.
- 2.25 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:

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

Part 3: Managing Quality

Quality Control

- 3.1 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 must include;

Active signage providing information signs as to whom to contact within the Contractors organisation 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
- 3.2 The Contractor shall make themselves available for random sampling of Cleaning Standards every 12 weeks. In the event that Cleaning Standards have been below what is deemed as acceptable then the Authorised Officer may look to hold more frequent inspections.
- 3.3 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.
- 3.4 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:

- 3.5 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.
- 3.6 As part of 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.

Response Times

- 3.7 When dealing with ad hoc matters as directed by the Council the Contractor will be required to operate within the constraints of the response times as set out in Table 2.

Customer Care

- 3.8 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

- 3.9 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.
- 3.10 Applicants are expected to build this requirement into 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

- 3.11 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.
- 3.12 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

- 3.13 Key Performance Indicators (KPIs) and response times are identified in Table 1 and 2 below.
- 3.14 In the event of Service Failures, as part of the Contract the Council reserves the right for the Authorised Personnel to issue Default Notices.
- 3.15 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.

- 3.16 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.
- 3.17 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.
- 3.18 As the facilities and their cleaning are a publicly funded Service, the Council has an obligation to the taxpayer to ensure that contracts are being delivered as specified.
- 3.19 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.

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
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.

TABLE 2 – Response Times

Day	Time	Priority 1	Priority 2	Priority 3
Every day (including Bank Holidays)	24hrs	Same Calendar Day – initial response within 2 hours of call to fix to the Supplier. This may be mitigating the initial issue and then scheduling a permanent fix within 3 day period (or as agreed with client).	Within next 3 Working Day from reports registered to supplier by 3 pm on previous Working Day	Within 14 Working Days from reports registered to supplier by 3 pm on previous Working Day

- i. Priority 1 – Emergency response e.g. an incident which generates a an immediate / imminent operational issue (which may also include a Health and Safety risk)
- ii. Priority 2 – Priority maintenance e.g. a fault but with no imminent operational issues or Health and Safety risks
- iii. Priority 3 – Non-urgent maintenance e.g. preventative

The Supplier's performance will be measured and reviewed throughout the installation, maintenance and removal period to monitor performance, effectiveness and efficiency. The Supplier will be measured against the following KPIs:

Maintenance

- i. Percentage of Priority 1 calls completed within specified time (Target 98%)
- ii. Percentage of Priority 2 calls completed within specified time (Target 95%)
- iii. Percentage of Priority 3 calls completed within specified time (Target 95%)

If the Supplier falls behind on any element of the task, a meeting shall be arranged with the Council to discuss the impact and any action to be taken to remedy this.

If the Supplier finds they are unable to deliver the service to the required standards, they are required to notify the Council at the earliest opportunity.

The Supplier shall provide information and records on the performance of delivering the service in such a form as the Council may reasonably require.

Further KPI's will be subject to agreement between the parties throughout the Contract and the methods to be used for measuring Supplier performance against the KPI's listed above will be determined prior to Contract commencement.

Regular review and monitoring of Health and Safety procedures and standards will be required. This would include monitoring of any issues in relation to Health and Safety both as part of ongoing supervision by the Supplier as well as any incidents that may occur. Supplier 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.	<p>Standards falling below 95% would be eligible to incur a reduction on Monthly charges to the Supplier by 3%.</p> <p>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.</p> <p>3 Significant failures in 12 month period deemed Material Breach.</p>
Failure to provide Service delivered as timescales set out the specification in line with the level set in the Key Performance Indicators.	<p>Standards falling below 95% would be eligible to incur a reduction on Monthly charges to the Supplier by 3%.</p> <p>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.</p> <p>3 Significant failures in 12 month period deemed Material Breach.</p>
Regular review and monitoring of Health and Safety procedures and standards.	£75 per upheld incident. Significant H&S incident may be deemed Material Breach.