



My Ref: FOI/ 4629
Enquiries to: Information Requests
E-Mail: informationrequests@barnsley.gov.uk

Dear Requester,

Re: Request for Information – Freedom of Information Act 2000

I wish to confirm that the council has completed its search for the information which you requested.

The information requested and our findings are as follows: -

We have a single provider for the following services:

- **90910000 - Cleaning services.**
- **90911200 - Building-cleaning services.**
- **90919200 - Office cleaning services.**

Questions include:

1. What is the total value of the contract awarded to the successful bidder?

£46,500,000 maximum value for whole contract

2. What is the duration of the contract, including start and end dates?

15 year contract - 31/10/2011 – 31/01/2026

3. If the contract is subject to an extension please specify whether the option to apply the extension has been taken.

n/a

4. Please confirm when contract will be next put to competitor tender

This is currently being discussed so no date is agreed at this time.

5. What are the specific services or products provided under this contract?

Cleaning
Caretaking
Courier duties
Market stalls

6. What were the criteria used to select the contractor?

This was a direct award.

7. How many bids were received for this contract?

This was a direct award.

8. Who won the contract and can you provide a copy of the winning bid proposal?

Barnsley Norse Ltd

The winning bid proposal is commercially sensitive so we are unable to share this information under Section 43 of the Freedom of Information Act 2000. Disclosure of this document would provide specific information on how the provider achieves value for money and prejudice the council's ability to run a competitive and fair tender process.

9. What are the key performance indicators (KPIs) and service level agreements (SLAs) specified in the contract?

Attached as Appendix 1

10. Are there any penalties or incentives included in the contract for performance?

There are no penalties or incentives included in the contract for performance outside the standard Council termination provisions.

11. What is the payment schedule for the contract?

Payment is made monthly in arrears in line with the fees and charges included in the contract. The value of the payments and charges are commercially sensitive.

12. Were there any amendments or modifications made to the original contract? If so, what were they?

No modifications.

13. What is the process for monitoring and evaluating the contractor's performance?

Attached as Appendix 1

14. Can you provide details of any subcontractors involved in fulfilling this contract?

No subcontractors

15. What are the terms and conditions regarding contract termination?

The clause for termination are as follows;

The Council and Supplier may terminate the Agreement by giving the other party a minimum of 6 months written notice prior to contract break (3 months in the case of the markets services) provided that such break notice cannot be services in the first 18 months of the service agreement.

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Standard Council termination provisions, for example, the Council may terminate the Agreement with immediate effect by giving written notice to the Supplier if a material breach is committed, failure to remedy defaults, inability to pay debts/rescheduling of debts, issuing of winding up order, breaches of insurance requirements, force majeure, breach of the Public Contracts Regulations, persistent failure to meet KPIs, etc.

16. Were there any conflicts of interest declared during the procurement process?

Nothing noted.

17. What measures are in place to ensure compliance with relevant laws and regulations?

All procurements are conducted in line with BMBC Contract Procedure Rules and current Procurement Regulations. The contract includes provision for the Provider to be responsible for compliance with the law and regulations in the delivery of the contracted services.

18. Can you provide a breakdown of the costs associated with this contract?

This information is commercially sensitive so we are unable to share this level of detail.

19. What are the expected outcomes or deliverables of the contract?

Attached in Appendix 2

20. How does this contract align with the public sector body's strategic objectives?

Details of the Council's strategic objectives can be found here: [Barnsley 2030](#)
All contracts aim to align with these objectives and Providers are asked to work with the Council in the delivery of these through their contracted services.

21. Were there any disputes or issues raised during the contract period? If so, how were they resolved?

There have been no formal disputes or issues in the contract to date.

22. Can you provide details of any audits or reviews conducted on this contract?

Regular contract management meetings take place to manage performance, no formal audits have taken place outside the contract management meetings.

Please find the below information in relation to window cleaning:

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• **90911300 - Window-cleaning services.**

Questions include:

1. What is the total value of the contract awarded to the successful bidder?

£200,000

2. What is the duration of the contract, including start and end dates?

October 2018 – October 2023

3. If the contract is subject to an extension please specify whether the option to apply the extension has been taken.

Yes

4. Please confirm when contract will be next put to competitor tender

Autumn 2025

5. What are the specific services or products provided under this contract?

The contract is to provide window cleaning and associated services to 44 Barnsley MBC office buildings.

6. What were the criteria used to select the contractor?

Full evaluation criteria were provided in the tender bid pack, this information was only available to bidders.

7. How many bids were received for this contract?

9

8. Who won the contract and can you provide a copy of the winning bid proposal?

The current provider is Leeds City Council.

The winning bid proposal is commercially sensitive so we are unable to share this information under Section 43 of the Freedom of Information Act 2000. Disclosure of this document would provide specific information on how the provider achieves value for money and prejudice the council's ability to run a competitive and fair tender process.

9. What are the key performance indicators (KPIs) and service level agreements (SLAs) specified in the contract?

There are currently no formal KPIs in the contract.

10. Are there any penalties or incentives included in the contract for performance?

There are no penalties or incentives included in the contract for performance.

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11. What is the payment schedule for the contract?

Payment is made monthly in arrears in line with the fees and charges included in the contract. The value of the payments and charges are commercially sensitive.

12. Were there any amendments or modifications made to the original contract? If so, what were they?

No modifications.

13. What is the process for monitoring and evaluating the contractor's performance?

Contractor performance is monitored in line with the Council's standard contract management methodology.

14. Can you provide details of any subcontractors involved in fulfilling this contract?

n/a

15. What are the terms and conditions regarding contract termination?

The clause for termination are as follows;

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, the Council may terminate the Contract by giving the Provider 30 days' written notice.
- 12.2 Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the Provider if:
 - (a) the Provider commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
 - (b) the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other

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than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;

(e) the Provider (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Provider (being a company);

(h) the holder of a floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;

(j) the contract has been subject to substantial modification

(k) where the Provider was, at the time of the contract award, subject to grounds of mandatory exclusion; or

(l) where the Court of Justice of the European Union has declared that the contract award involved a serious infringement of the public procurement rules (Under Article 258 of the Treaty on the Functioning of the European Union).

12.3 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination.

12.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect

16. Were there any conflicts of interest declared during the procurement process?

Nothing noted.

17. What measures are in place to ensure compliance with relevant laws and regulations?

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18. Can you provide a breakdown of the costs associated with this contract?

This information is commercially sensitive so we are unable to share this level of detail.

19. What are the expected outcomes or deliverables of the contract?

Service specification included as Appendix 3

20. How does this contract align with the public sector body's strategic objectives?

Details of the Council's strategic objectives can be found here: [Barnsley 2030](#)

All contracts aim to align with these objectives and Providers are asked to work with the Council in the delivery of these through their contracted services.

21. Were there any disputes or issues raised during the contract period? If so, how were they resolved?

There have been no formal disputes or issues in the contract to date.

22. Can you provide details of any audits or reviews conducted on this contract?

No formal audits have taken place outside the contract management process.

Please remember to quote the reference number above in any future communications.

If you are unhappy with the way the Directorate has handled your request, you may ask for an internal review. Please clearly mark your correspondence 'Complaint' and address it to:

Barnsley MBC
Information Requests Team
PO Box 634
Barnsley
S70 9GG
email: informationrequests@barnsley.gov.uk

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at: -

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SK9 5AF

Email: <http://www.ico.org.uk/foicomplaints>

Kind regards,

Information Requests Team, Barnsley MBC

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