

## PFCC Decision Report

**Report reference number:** 015-22

**Classification Official**

**Title of report:** Contract Award – 7F-2020-0004 Cleaning Services (Lot 2)

**Area of county / stakeholders affected:** Essex Police

**Report by:** Emma Saunders, 7 Force Commercial Services

**Date of report:** 02/03/2022

**Enquiries to:** Emma Saunders - emma.saunders@kent.police.uk

### 1. Executive Summary

This report outlines the procurement process and recommended contract award for the provision of cleaning services to Essex Police. This Lot also includes Kent Police.

### 2. Recommendations

For the reasons set out in this report, the PFCC for Essex is recommended to:

- Approve the award of a contract to Incentive QAS Ltd for an initial term of four years from 1<sup>st</sup> September 2021 to 31<sup>st</sup> August 2025, with the option to extend for a further 2 + 1 years. The cost of service to Essex Police over the initial four-year contract period totals £[REDACTED].
- Execute the contract as deed.

### 3. Background to the Proposal

A contract for cleaning services for Essex Police is required to ensure continuity of service without interruption upon expiry of the current contract.

An options appraisal was carried out regarding the form of contract, and a collaborative approach across the 7F region was recommended and agreed at the Strategic Procurement Governance Board (SPGB) on 13<sup>th</sup> February 2020.

#### **4. Proposal and Associated Benefits**

For this tender, a standard specification for cleaning services was agreed across the 7 Forces, based on the National Cleaning Specification recommended by the Collaborative Law Enforcement Programme (CLEP). There are some slight differences in specifications from force to force and this is reflected in the lotting of this tender.

The benefits can be summarised as follows:

- There is a reduced cost of cleaning services for Essex Police and more effective and efficient contract management.
- By running a single tender across the region there was an estimated cost avoidance across the 7 forces of £129,000.
- The contract will meet statutory duties / legislative requirements relating to cleaning.
- £12 million social value benefits delivered in this Lot within the initial four-year contract duration

#### **5. Options Analysis**

##### **Do nothing – option rejected**

This was not a viable option due to the need for force premises to be kept clean and for contracts to be competed in accordance with legal obligations.

##### **Individual clusters procure their own cleaning services – option rejected**

This option would have required the 7 Force Commercial Services team to procure cleaning services three times within a 12-month period, on behalf of each of the clusters as their contracts expired. This is not an efficient allocation of resource, particularly when cleaning is a commonly purchased, non-complex provision, which could easily be standardised across the region and there is an agreed national specification.

##### **Collaborative procurement under an existing framework agreement – option rejected**

The specification may not cover everything that the force needs, plus national frameworks tend to rule out local providers, which restricts the delivery of social value benefits for the local region.

##### **Collaborative 7 Force bespoke procurement via Open Procedure – **selected option****

This was the selected option to maximise competition in each Lot area and enable collaboration between forces with alignment of specifications and contract terms. The Lotting strategy reflected the specific requirements of each force and enabled each cluster to support local supply chains.

#### **6. Consultation and Engagement**

Stakeholders consulted during this process included Heads of Business Services and Heads of Estates across the region.

The specification was drafted in line with the National Cleaning Specification recommended by CLEP.

## 7. Strategic Links

The areas of the Police and Crime Plan that may be supported by this contract are:

- Increasing Collaboration, resulting in better value contracts
- Supporting our Officers and Staff, by ensuring clean and safe operational premises

## 8. Police operational implications

Having the correct cleaning services ensures that health and safety standards are maintained in key areas (for example, custody suites) and appropriate cleaning reduces the risk of Covid infection.

## 9. Financial implications

The cost of the service to Essex Police over the initial four-year contract period totals £[REDACTED].

<b>Forecast Contract Expenditure (Lifecycle)</b>				
Revenue Spend	Year 1	Year 2	Year 3	Year 4
Essex Police	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

<b>Forecast Savings Plan against 20/21 Budget (Lifecycle)</b>				
Revenue Spend	Year 1	Year 2	Year 3	Year 4
Essex Police	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

<b>Forecast Savings Plan against 20/21 Actual (Lifecycle)</b>				
Revenue Spend	Year 1	Year 2	Year 3	Year 4
Essex Police	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

## 10. Legal implications

The procurement has been carried out in accordance with the Contract Standing Orders and the Public Contract Regulations 2015 via the open tendering procedure and using the standard 7F Services Terms and Conditions of Contract.

## 11. Staffing implications

TUPE does apply to this contract. The awarded supplier is the incumbent, therefore there are no transfers to consider going into this contract.

## 12. Equality, Diversity and Inclusion implications

The purpose of the contract is to provide safe and clean premises for staff and site users of those buildings.

In accordance with section 149 of the Equality Act 2010, the 7 forces must have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation;
- Advance equality of opportunity between different groups, and
- Foster good relations between different groups.

Public authorities have a statutory requirement to have due regard to the relevant protected characteristics detailed in section 4 of the Equality Impact Assessment, whilst taking a common-sense approach.

Under the terms and conditions of the contract, the supplier is required to comply with all applicable equalities legislation in its performance of the contract, and to take all reasonable steps to ensure that all of its servants, employees, agents and subcontractors engaged in the delivery of the contract do not unlawfully discriminate, harass or victimise within the meaning and scope of equalities legislation. The supplier is also required to comply with the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay (the Codes) (or any replacement guidance and / or publication) issued by the Equality and Human Rights Commission in respect of its treatment of its employees and in the performance of the services and / or provision of the goods. In particular, the supplier is required to operate an equal opportunities policy which, so far as practicable, complies fully with the practical guidance, recommendations and advice set out in the Codes.

As part of the 7F tender process, consultations with UNISON and disability forums in some forces took place to ensure that the needs of different groups were considered.

### **13. Risks and Mitigations**

Failure to proceed with this option could impact the force's ability to meet its statutory and regulatory requirements and could lead to health and safety incidents.

### **14. Governance Boards**

The Strategic Procurement Governance Board endorsed the recommendation to award the contract on 15<sup>th</sup> April 2021.

### **15. Links to Future Plans**

The proposal supports ongoing delivery of the Police and Crime Plan as set out in section 7 above.

### **16. Background Papers and Appendices**



**Report Approval**

The report will be signed off by the PFCC's Chief Executive and Chief Finance Officer prior to review and sign off by the PFCC / DPFCC.

Chief Executive / M.O.

Sign:

Print: P. Brent-Isherwood

Date: 31 March 2022

Chief Financial Officer

Sign:

Print: Janet Perry

Date: 22 June 2022

**Publication**

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

But subject to redaction, as set out below

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet?

YES

NO

2. Of Appendix?

YES

NO

**If 'YES', please provide details of required redaction:**


Commercially sensitive pricing information to be redacted from the decision report prior to publication.

The Reg 84 report and GW2 paper contain sensitive information about bidders' scores and pricing and are not to be published. The contract includes the supplier's pricing submission which is commercially sensitive so likewise not to be published.

**Date redaction carried out:** 29/11/2022

**Chief Finance Officer / Chief Executive Sign Off – for Redactions only**

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.


Sign: .....  .....

Print: .Darren.Horsman.-.Deputy.Monitoring.Officer

**Chief Executive / Chief Finance Officer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

Sign: 

Print: Roger Hirst

**PFCC**

**Date signed:** 8th April 2022