

# Provision of cleaning services for Frontex

## Terms of Reference

Annex II to the Invitation to Tender no Frontex/OP/822/2018/KM

## 1. General information

### 1.1. Background information

Frontex premises are located in Warsaw Spire complex, plac Europejski 6, 00-844 Warsaw, where the Agency occupies the entire building B, as well as in three floors of an adjacent 31 Wronia building. The total leased area amounts to approx. 22,000 sqm.

Frontex currently employs approximately 800 staff and is expected to reach 1 250 employees by 2020.

Frontex premises provide for numerous types of workspaces: standard office rooms, open space areas, meeting rooms, kitchenettes, special purpose areas. The access to Frontex premises is restricted, meaning all visitors and deliveries are checked by Frontex Security and may be denied entry on justified case.

### 1.2. The contract

Frontex intends to conclude a single framework contract based on the model presented as Annex III with a professional and experienced cleaning services provider. The framework contract will be implemented by means of specific orders issued, in principle, on a yearly basis. Individual order forms may be issued on ad hoc basis to cover additional needs of Frontex.

### 1.3. Duration

The duration of the contract is 12 months with the possibility to prolong it maximum 3 times, each time for a period of 12 months and on the same conditions unless one of the parties informs the other of its intention not to extend the contract and such notification is received by the party to which it is addressed, no later than four months before the contract expires. The overall duration of the framework contract may in no event exceed four (4) years.

### 1.4. Supervisor

The working language in Frontex is English. The Contractor must appoint an English speaking supervisor responsible for execution of services under the contract, i.e. for dealing with specific orders issued, managing information requests and to solve other issues related to the services performed under the contract. She/he will be Frontex's contact person throughout the duration of the contract in relation to the contractual matters. Additional duties of the supervisor are defined in point 2.4.2.

## 2. Scope of the services

### 2.1. Frontex premises

#### A. Warsaw Spire

In Warsaw Spire complex Frontex occupies all levels of the building B (L01-L14) which is an area of app. 19,600 sqm of net office space. Additionally, Frontex leases also underground space of approx. 696 sqm (6 storages and archives located on -02 and -04 level)

In total the areas to be covered by cleaning service in Warsaw Spire comprise of:

- 3 receptions (level 0, 6 and 14)
- Approx. 370 cellular offices and approx. 45 conference and meeting rooms of approx. 8,800 sqm (excluding corridors)
- 76 toilets
- Approx. 26 kitchenettes. However, please note that kitchenettes area will not be covered by the standard cleaning services - this service is optional as defined under 2.3.1 i). However, this area may be covered by additional services e.g. windows cleaning.
- special areas of limited access:
  - operational rooms,
  - security control rooms,
  - data centre and IT control rooms,
  - sound recording room,
  - storages
- social area
- 7 rest/medical rooms (one per floor on levels L07-L13)
- additionally the conference and canteen area on 14<sup>th</sup> level:
  - 277 sqm of Management Board Conference Room 123.5 sqm of 12 translation booths plus one control room and additional conference room (44.5 sqm)
  - Canteen area: kitchen facilities, utility rooms, VIP rooms, open food court. However please note that canteen area will not be covered by the standard cleaning services as the cleaning of the canteen is included in the contract for canteen operator. This area may be covered by additional services e.g. windows cleaning.

Other surface consists of corridors, communication routes, waiting areas, lift lobbies with glass access control doors and evacuation staircases.

Janitor rooms, where the equipment, hygiene, sanitary and cleaning materials can be kept, are located on the floors from L02 to L13. Their size varies from 2.5 to 4.3 sqm each.

Important notice: in view of upcoming refurbishments and relocations in Warsaw Spire building, number of floors under cleaning services may vary throughout the duration of the contract. It is planned to have all new floors (L01-L05) fully operational before the end of 2019.

In the Warsaw Spire complex, the delivery zone is located underground on -2 level. It is accessible by lorries of maximum height of 4.5 m. A cargo elevator, accessible from the same level, has the following size and capacity: width 1,400 mm (door width 1,300 mm), depth 2,450 mm, height 2,850 mm and nominal load 1,600kg. The corridors of FX HQ are 1.5 m wide and 2.6 m high on average. The office doors openings are 0.90 m wide and 2.3 m high.

#### B. Wronia 31 building

In Wronia 31 building Frontex occupies three upper floors (12, 13, 14) which consist of approx. 1,900 sqm. Frontex leases also approx. 90 sqm of storage area located at levels -2 and -3.

The premises in Wronia 31 building comprise of:

- approx. 1236 sqm of office space excluding corridors
- 9 toilets (three per floor) comprising of three one single cabin toilets and six double cabin toilets

- approx. 80 sqm of 3 kitchenettes. However except for daily cleaning of floors and, please note that kitchenettes area will not be covered by the standard cleaning services - this service is optional as defined under 2.3.1 i). However, this area may be covered by additional services e.g. windows cleaning.

Other surface consists of corridors, communications routes, waiting areas, lift lobbies with glass access control doors and evacuation staircases.

Janitor rooms, where the equipment, hygiene, sanitary and cleaning materials can be kept, are located on each floor (12-14). Their size varies from 3 to 4 sqm each.

## 2.2. Surfaces and materials

### A. Warsaw Spire

Most of the floors in Warsaw Spire are covered with high-quality carpets (Milliken). Other materials used are as follows:

- vinyl - janitors, over ground storages, kitchenettes, cross rooms and canteen;
- tiles - toilets, kitchen facilities;
- epoxy - evacuation staircases, storage and archive area at -04 and -02 levels,;
- stone - lift lobbies;

other important materials that will need to be cleaned:

- wood - conference tables in meeting rooms on levels: 14 of approx. 100 sqm, 12 of approx. 20 sqm, 11 of approx. 24 sqm as well as furniture in 5 directors' offices
- glass - glazed partitions in doors at each level as from 01 to 14, glazed partitions in operations room at level 11

### B. Wronia 31

Most floors in Wronia 31 are covered with high-quality carpets (Milliken). Other materials used are as follows:

- vinyl - janitors, over ground storages, , cross rooms
- tiles - toilets, kitchen facilities;
- epoxy - evacuation staircases, storage areas at -03 and -02 levels;
- stone - lift lobbies;

other important materials that will need to be cleaned:

- wood - wood veneer used in office door
- glass - approx. 430 sqm of glazed partitions between offices/kitchenettes and corridors at each level (12,13,14) 350 lm

In Wronia 31 building, there is no typical delivery zone for big lorries nor a cargo lift. Consequently, only regular cars (up to 2m high and 6m long) may enter, not the trucks are not allowed. All deliveries take place on -1 level. The elevator, accessible from the same level, has the following size and capacity: width 1,350 mm (door width 1,300 mm), depth 2,070 mm, door height 2,070 mm and nominal load 1,650kg. The lobby doors are 1.4 m wide (2x 0.91m) and 2.09 m high. The corridors are 3.3 m high.

As all the deliveries have to be scanned before entering the premises, all the materials, detergents etc. must be delivered to Warsaw Spire, checked and only then transported to Wronia building.

## 2.3. Scope of services

The Contractor is responsible for providing high quality cleaning services at the premises of Frontex.

### 2.3.1. Scope of services

The minimum scope of services includes:

- a) Standard cleaning services in order to maintain Frontex premises clean and neat during working hours, as defined in Appendix 1a (suggested composition of staff and working schedule is described under section 2.4)
- b) Additional daily service consisting of afternoon toilet and ad-hock service (till 18) in Wronia 31 building and in Warsaw Spire. The requests will come from or will be confirmed by the Frontex Contract Manager. The availability of the cleaner(s) on-site is part of the regular services and Frontex cannot be charged extra for this service. Additional daily service may be provided by cleaning team leader / coordinator (one or two persons). The team leader who will be responsible for daily coordination of cleaners' work.
- c) Supervision of cleaners' work performed by the supervisor.
- d) Proper and regular maintenance of cleaned surfaces by using appropriate materials, mostly biodegradable and organic.
- e) Proper and regular maintenance of cleaned surfaces by using appropriate equipment sufficient in number and quality (new, energy efficient, quiet technical equipment); the purchase nor delivery of cleaning equipment will not be reimbursed by Frontex;
- f) Purchase and delivery of environment-friendly hygienic and sanitary materials<sup>1</sup> for all toilets in both Warsaw Spire and Wronia 31 buildings such as paper towels, toilet paper, soap, rubbish bags, detergents, air fresheners etc.
- g) Daily emptying of waste bins, replacement of garbage bags and disposal of rubbish in line with the recycling rules in place; provision of 40 bins for recyclable paper and its regular disposal.
- h) Additional services, performed periodically on Frontex request, such as washing of carpeting, washing of furniture upholstery, cleaning of windows, surfaces under the raised floors as well as other areas. The performed on-demand services will be charged in accordance with the price specified in the Contractor's tender.
- i) (Optional) Coffee and kitchenettes service, namely assigning persons to daily maintenance of kitchenettes as well as preparing conference rooms for meetings, making coffees and serving beverages during the meetings etc. (8 hours a day) according to Appendix 1c;
- j) Performing of other services related to the maintenance of cleanliness in the building according to Frontex needs, based on separate rates specified in the Contractor's offer.

The detailed scope of standard activities as well as its frequency is described in Appendix 1a. Appendix 1b lists periodic activities to be carried out upon Frontex request.

### 2.3.2. Cleaning schedule

The exact cleaning schedule with indication of cleaning staff engaged should be included in the Technical offer of the Contractor.

Additional conditions related to the cleaning schedule that must be taken into account by the Contractor are as follows:

- All standard cleaning services defined in Appendix 1a must be completed during Frontex working days, the best from 07:00 to 15:00. Additionally, personnel responsible for toilet and ad-hoc daily service must be present in the premises till 18:00.
- Cleaning of meeting rooms can be performed only between 7:00 and 8:30 and after 17:00.
- Cleaning of the workplaces may only be carried out when the offices are occupied.
- The Reception areas on 1st, 6th and 14th floor cannot be cleaned between 8:30 and 10:00.
- All Contractors' personnel, except for the coffee and kitchenettes service, will not have an access to the Frontex premises beyond the working hours defined in the contract.
- The periodic activities listed in Appendixes will be ordered separately through specific orders and agreed with Frontex in advance.

<sup>1</sup> See Report for the European Commission - DG-Environment by BRE, 2011. Green Public Procurement Cleaning Products and Services Technical Background Report, [http://ec.europa.eu/environment/gpp/pdf/tbr/cleaning\\_tbr.pdf](http://ec.europa.eu/environment/gpp/pdf/tbr/cleaning_tbr.pdf)

- No items on the desk or in cupboards may be removed without direct supervision and explicit permission of the owner of the items.

## 2.4. Staff

### 2.4.1. Composition of cleaning staff

The services shall be performed in accordance with the rules and highest professional standards concerning both cleaning services and Polish labor law. The Contractor is responsible for employing experienced cleaners who will carry out professional service in both buildings.

The general suggestion as regards to the organization of staff and working time is defined below in relation to each building.

How the service will be organized in relation to the staff and working time is up to the tenderer to define and should be described in detail in its technical offer, including the planned composition of the cleaning team with designation to specific floors in each building.

The specific order issued by Frontex will always indicate the exact area to be covered by the services within the given period, including specification of floors in each building, so the allocation of cleaning staff is possible without any doubt based on the contractor's technical offer.

#### A. Warsaw Spire

It is suggested that the Contractor provides 7 teams consisting of 2 full-time cleaners, each working on two floors for 8 hours a day.

In view of the upcoming refurbishments and relocations in Warsaw Spire building the number of floors covered by cleaning services may vary throughout the duration of the contract as some of the floors may not be available for their occupation.

#### B. Wronia 31

In Wronia 31 it is suggested that the Contractor provides a team of 2 cleaners, working e.g. for 4 to 5 hours a day in this building. This team could also be engaged in providing services in Warsaw Spire building between e.g. 15 and 18.

However, the tenderer shall describe in detail in the technical offer its proposal of planned composition and delegation on floors of the cleaning team, its working hours and shifts.

All the services included in the contract will be carried out exclusively by Contractor's employees once accepted by Frontex. Before the issue of the specific order Frontex will contact the Contractor in order to obtain the list of cleaners. The Contractor shall make all efforts to avoid fluctuation of the dedicated staff through, among others, signing with them job contracts for a period of the duration of the specific order with Frontex. Any change in the list of personnel will require a prior consent of Frontex and must be reported in writing, at least 2 working days in advance.

Every team member designated to perform services under the contract must provide a copy of identification card and a valid certificate of non-conviction issued by the relevant national authorities. Due to a special status of Frontex Agency reserves the right to conduct other verification of the Contractor's personnel who will perform work on the Frontex premises. The purpose of this verification will be solely confirmation that they do not have any criminal records in the police's databases. The team members will need to sign confidentiality declaration before starting the performance of the services (Appendix II).

The contractor will be fully responsible for the replacement of its staff in case of absence or unavailability in order to provide uninterrupted services. The replacement policy needs to be defined in the technical offer of the Contractor.

After conclusion of the contract the contractor should present to Frontex a list of the personnel designated to provide the services (cleaning staff) in case it was not specified in the technical offer, as well as the names of employees available to replace the permanent staff members in case of absences.

The cleaning services personnel is required to wear neat protective clothing in order to enable their identification.

The Contractor shall deliver all technical equipment, materials and personnel necessary to perform all activities listed in the Appendix I.

#### **2.4.2. Supervisor**

The supervisor is expected to:

- manage the contract from the side of the Contractor as defined in point 1.4
- have a thorough knowledge of the various cleaning tasks, equipment and material used in different types of cleaning;
- manage the cleaning team;
- maintain and control an effective inspection and follow-up program. A control inspection through all premises minimum once a month, together with Frontex Contract Manager;
- undertake periodical checks regarding the quality of the service and report to Frontex Contract Manager after each visit;

#### **2.4.3. Coordinator**

The contractor will nominate person(s) that will act as a coordinator. The coordinator must be present at Frontex premises between 07.00 - 18.00. The working time of the coordinator may be spitted into two persons which may also perform the cleaning services. How this function will be organized needs to be defined in the contractor's technical offer. Its main tasks will be as follows:

- is the first point of contact within the Frontex premises in case of ad-hoc requests of Frontex Contract Manager
- properly trains the cleaning staff
- coordinates cleaning services in the premises on a daily basis
- manages cleaning supplies

#### **2.4.4. Safety and hygiene**

The Contractor shall bear entire responsibility for ensuring safety of its personnel.

The equipment and methods used at the premises must comply with Polish and/or applicable EU safety and hygiene regulations (see Directive 89/391/EEC).

- The Agency reserves the right to prohibit the use of products with no safety, health or environmental protection on its premises.
- Detergents and disinfectants should not have unpleasant odors and cannot be harmful to staff's and visitors' health (they should be hypoallergenic and free of toxicity), either be harmful for the building's facilities and equipment.
- The Contractor shall use only materials specified above, throughout the whole duration of the contract. Any change in materials used must be notified immediately and within one week to the Agency. Each product can be replaced by equivalent only under the same qualitatively and quantitatively regulatory framework. If the Agency does not accept the quality of some of the materials provided, it reserves the right not to allow their use.
- The cleaning materials and products will be stored properly in the envisaged storage areas.

### **2.5. Cleaning supplies**

The use of ecological and biodegradable cleaning supplies and products is requested. The products should comply with applicable Polish and European regulations on environmental protection. At least 50% of products from each of the following categories of cleaning products should carry the EU Ecolabel or equivalent:

- All-purpose cleaners, sanitary cleaners and window cleaners;
- Detergents for domestic (or similar) dishwashers;
- Hand dishwashing detergents;
- Laundry detergents for domestic washing machines.

The exact range and list of those products should be included in the technical offer.

Sorting garbage bags have to be of different colours.

The exact quantity of products will be agreed with the Contractor after the conclusion of the contract. The cost of the purchase will be reimbursed to the Contractor on the basis of the invoices issued for the name of the Contractor and is estimated for 12,000 PLN per month but may vary depending on the usage. The ceiling for purchase of hygienic materials will be indicated in specific orders. It is foreseen that the cost may proportionally and reasonably increase with the growth of staff during implementation of the contract.

### 3. Ordering and invoicing

The services shall be ordered via the specific orders issued by Frontex. Orders will indicate the types of services to be performed, area to be covered with the services mentioned and the time-frame applicable to those services. Usually it is planned to issue orders covering one year. However, there may be orders issued for different length of time e.g. quarter, one or several months or different additional services.

In general, the services should be invoiced monthly, unless time indicated on the specific order is shorter than one month or the order specifies different payment conditions.

Each invoice related to the cleaning services defined in Appendix I a and c must be supported by the summary of consumption of hygienic and sanitary materials used by Frontex within the invoiced period divided by floors and buildings. Additionally, each invoice must be accompanied by copies of invoices certifying prices of materials invoiced. The invoice without the summary and invoices for materials attached will not be processed.

Frontex will verify the information provided in the summary and invoices.

In case the invoice submitted is not in line with orders issued by Frontex the payment process will be stopped until the calculations are clarified with the Contractor.

## Appendixes:

Appendix I a b c

Appendix II - Declaration of confidentiality



## Appendix I a

Standard cleaning services		minimum frequency				
	offices	daily	weekly	monthly	annually	needs-based
1	emptying of dustbins	1				
2	dusting of furniture and windowsills		1			
3	vacuuming of carpets		2			
4	removing of spots from the carpet					x
5	cleaning of doors, door frames and light switches		1			
6	dusting of framed posters, clocks, etc.		1			
7	disinfecting of telephones, computers, etc.		2			
8	cleaning of internal blinds				4	
9	cleaning of windows on the inside				1	
10	dusting of lamps and elements of air condition system		1			
	meeting rooms, corridors and other areas	daily	weekly	monthly	annually	needs-based
1	emptying of dustbins	1				
2	dusting of furniture		3			
3	vacuuming of carpets	1				
4	removing of spots from the carpet					x
5	cleaning of doors, door frames and light switches	1				
6	dusting of framed posters, clocks, stands		1			
7	cleaning of audio-video equipment (telephones, screens, etc)		1			
8	cleaning of internal blinds				4	
9	cleaning of windows on the inside				1	
10	dusting of lamps and elements of air condition system			2		
11	cleaning of stone floors, wooden floors and vinyl floors	1				
12	cleaning of epoxy floors		1			
14	maintenance of stone and wooden surfaces				1	
16	wiping of fire extinguishers and information signs		1			
	reception and lift areas	daily	weekly	monthly	annually	needs-based
1	cleaning of stone floors	3				
2	dusting of reception desks and horizontal surfaces	3				
3	vacuuming of carpets and floor mats	1-2				
4	cleaning of stone surfaces and glass doors	1				
5	cleaning of toilet bowls and urinals in restrooms	2				

[illegible]

## Appendix I b

**Additional cleaning services**

	Additional occasional cleaning services (ordered on request - depending on needs)
1	washing of carpeting
2	cleaning of furniture upholstery
3	cleaning of glass cases
4	cleaning of surfaces under the raised floor
5	other duties

## Appendix I c

## Coffee and kitchenettes service - optional service

		Frequency	
	kitchenettes & meeting rooms	daily	weekly
1	washing up	1	
2	cleaning of sinks	1	
3	cleaning of work surfaces	1	
4	cleaning the inside of cupboards	1	
5	cleaning of the floor	1	
6	supplementing of soap and washing-up liquids	1	
7	replenishing supplies	1	
8	cleaning of soap and paper towels dispensers	1	
9	cleaning of cupboard fronts		1
10	cleaning of fridges, including removal of bad food		1
11	cleaning of walls (up to 2m high)		1
12	removing of lime scale in kettles and coffee machines		1
Duties performed on a daily basis			
1	keeping the kitchenettes tidy at all times		
2	monitoring of kitchenettes, cleaning & tidying up if necessary		
3	cleaning of microwaves, fridges, coffee machines and kettles		
4	removing of lime scale in kettles and coffee machines		
5	operating the dishwasher		
6	washing up		
7	keeping the conference rooms tidy at all times		
8	preparing and delivering coffee and cookies to the meetings & conferences		
9	supplementing of water to glass jars and coffee to the coffee machines		
10	monitoring of the food articles (coffee, tea, etc) and informing person responsible for the restocking		

Appendix II

**DECLARATION OF CONFIDENTIALITY**

***Contract No.:***

I, ..... (full name),  
hereby declare that I will treat the information and/or documents that are received from Frontex in the  
context of the execution and/or performance of the above mentioned contract with the strictest secrecy.  
No information and/or documents will be divulged to third parties.

I am aware that tasks carried out in view of the execution and/or performance of this contract also are  
governed by this principle of secrecy.

I am also aware of the fact that the principle of secrecy pointed out in above will continue to apply after  
the completion of the above mentioned contract.

All information and documents received will be used solely for the execution and/or performance of this  
contract.

.....  
[name of the person]

.....  
[signature]

.....  
[place, date]